

Restrictive Covenants on Wye Acres

West Shore Addition to Lake Upsilon

On this 1st day of August , 2014 John J. Thornberg and Loanne E. Thornberg, being owners of Wye Acres West Shore Addition to Lake Upsilon, Rolette County, North Dakota desire to assure maximum common benefits to themselves and to future owners of the WYE ACRES WEST SHORE ADDITION TO LAKE UPSILON do make these restrictive covenants:

IT IS AGREED AS FOLLOWS:

1. These restrictive covenants shall apply to all lots contained in the WYE ACRES WEST SHORE ADDITION TO LAKE UPSILON.
2. These restrictive covenants are to be recorded with the County Recorder of Rolette County, North Dakota and are to be made a part of every deed, lease or other instrument concerning either the possession or property interest of any of the above described property.
3. The provisions and conditions of the following restrictive covenant shall be binding on all parties to this agreement, their heirs, representatives and assigns.
 - a. The property will be used for residential purposes only.
 - b. Only one dwelling will be erected on each lot. Each dwelling will have a minimum area of not less than 575 square feet on the main floor, exclusive of garages, porches, or carports. The minimum lot size will be 43,560 square feet. The minimum front yard set back of dwelling and out buildings will conform to the zoning requirements as designated by the Rolette County Zoning Commission. Clearance of the dwelling and outbuildings from the lot line shall be not less than 15 feet.
 - c. No horses, cattle, chickens or other animals, except domestic pets are permitted on the premises.
 - d. The water supply and sanitary disposal must conform to the standards of the State and District Health Departments.
 - e. Fly tight metal and plastic containers are required for disposal of garbage.
 - f. Weeds must be mowed or sprayed to reduce fire hazard.
 - g. The owner of each lot shall make provision for adequate off-street parking.
 - h. Unsightly storage of old cars, junk or trash is prohibited on the premises.
 - i. The dwelling construction will be limited to wood frame, brick, block with concrete or concrete block foundation. Wooden basements or foam and concrete basements are permissible. Siding shall be Masonite, brick, stucco or combination thereof and in case of wood or Masonite, shall be stained or painted in aesthetically pleasing colors. Steel (residential type), aluminum, vinyl lap, or

wood siding shall be permitted. Log homes shall be permitted as long as they are built harmony with good building practices for log homes. All roofing material shall be limited to Cedar shingles or shakes, asphalt shingles, clay or cement tile, pitch and gravel roofs. Steel roofs are permissible as long as they are designed with soffits and are aesthetically pleasingly colored. Additional buildings, such a detached garages, and storage sheds, must be constructed with like material and with the same construction as the main building. Tar paper or other similar exteriors are prohibited.

- j. No shacks, huts, streetcars, railroad cars, or old house trailers shall be allowed on the premises. Manufactured, mobile, or modular home shall be permitted so long as they are of a design in conformity with the other structures in the subdivision and do not detract from the neighborhood. No Manufactured, Mobil, or Modular homes shall be allowed to remain on the premises should they have been manufactured more than 10 years prior to their being placed on the subdivision. (Exception-Travel Trailers or Motor Homes can be used temporarily during the construction phase of the building process).
 - k. No building to be used for commercial use of any kind shall be erected on the premises.
 - l. It shall be the duty and obligation of the owner of the residential lot to complete all exterior painting and staining in harmony with the design of the dwelling erected within 60 days after occupancy, weather conditions permitting, or inclement weather not permitting must be completed by July 1 of the year following occupancy.
 - m. It shall be the duty and obligation of the owner of the residential lots to ensure that the entire lot be maintained with growth of grass and trees and bushes to prevent erosion of the soil and to control noxious weeds. Also no more than 25% of the trees can be removed unless they are replaced with new trees and shrubs.
4. These covenants are to run with the land and shall be binding on all parties under them until August 1, 2029, at which time the covenant shall automatically be extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots it is agree to change the covenant in whole or in part.
5. If the parties hereto or their heirs, representatives or assigns, shall violate or attempt to violate any of the covenant or restrictions here in before August 1, 2029, it shall be lawful for any other person or persons owning any other lots in development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

- Notary Public