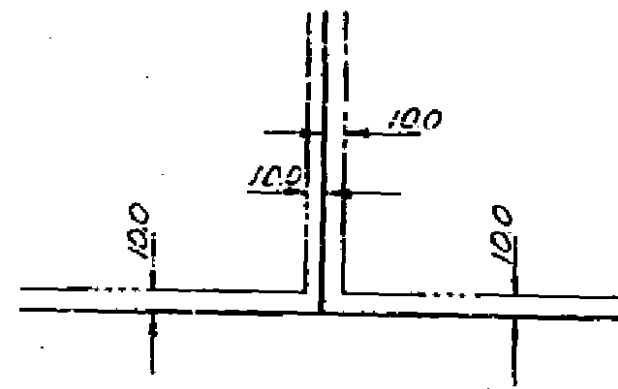


Grande Prairie Estates

CONSULTING ENGINEERS DIVERSIFIED INC.

ENGINEERS AND LAND SURVEYORS

Burleigh County, North Dakota



DRAINAGE AND UTILITY EASEMENTS SHOWN
THUS BEING 10.0 FEET IN WIDTH AND
ADJOINING LOT LINES AS SHOWN,
UNLESS OTHERWISE INDICATED.



GRAPHIC SCALE



0 50 100 200

o DENOTES IRON MONUMENT

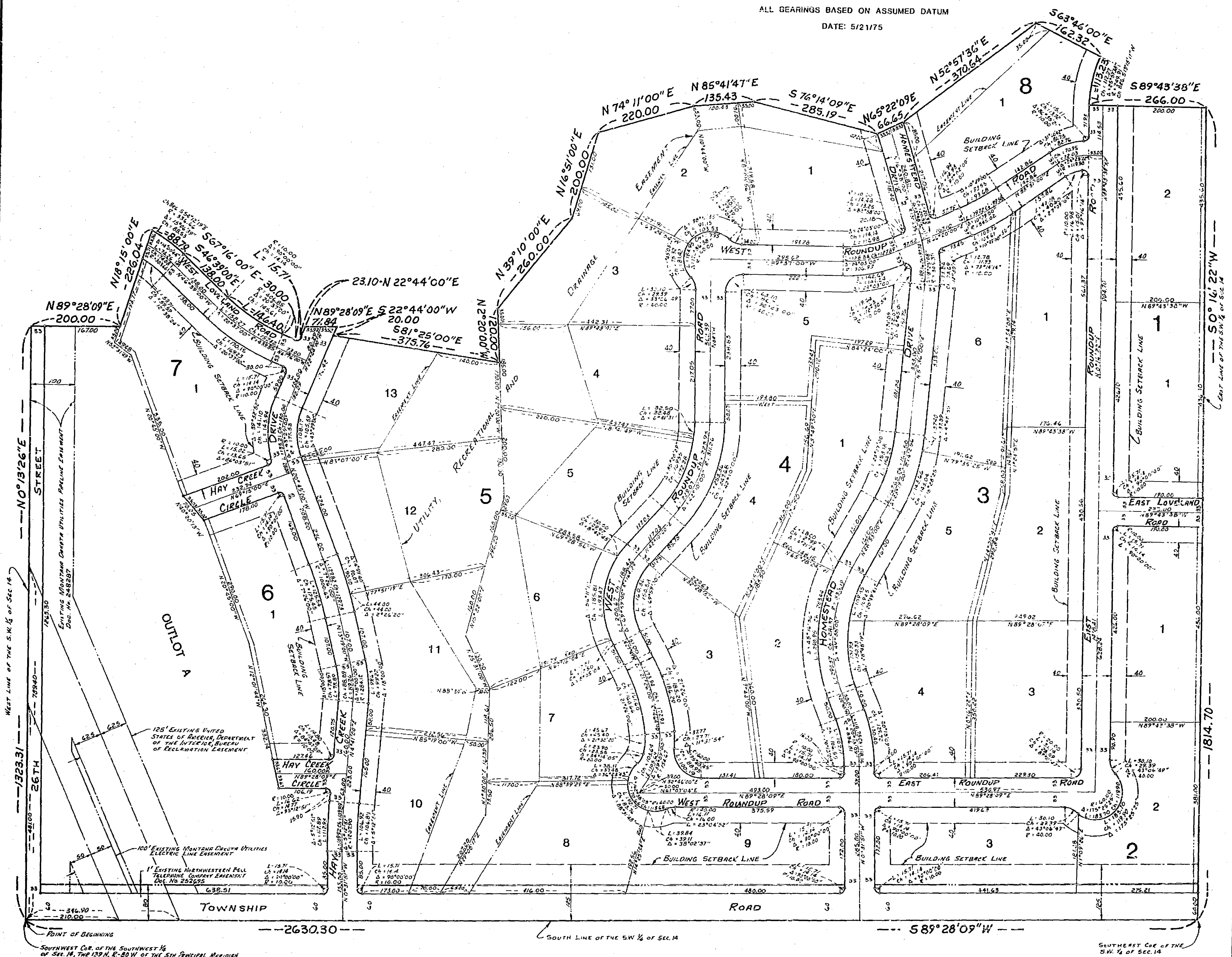
ALL BEARINGS BASED ON ASSUMED DATUM

DATE: 5/21/75

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH)

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT
WAS FILED IN THIS OFFICE FOR RECORD ON
June 24, 1925 AT 11:00 O'CLOCK A.M. AND
RECORDED AS DOCUMENT NO. 212318
BY Elizabeth Johnson
CLERK

REGISTER OF DEEDS



Grande Prairie Estates

CONSULTING ENGINEERS DIVERSIFIED INC.

ENGINEERS AND LAND SURVEYORS

Burleigh County, North Dakota

OWNER'S CERTIFICATE & DEDICATION

All that part of the Southwest Quarter (SW¹/₄) of Section Fourteen (14), Township One Hundred Thirty Nine North T. 139N., Range Eighty West (R. 80W) of the Fifth Principal Meridian (5th P.M.) Burleigh County, North Dakota described as follows: Beginning at the Southwest corner of the Southwest Quarter of said Section Fourteen; thence North 89 degrees, 15 minutes, 26 seconds East along the West line of said Southwest Quarter of Section Fourteen a distance of 1323.31 feet; thence North 89 degrees, 20 minutes, 09 seconds East a distance of 200.00 feet; thence North 18 degrees, 15 minutes, 00 seconds East a distance of 226.04 feet; thence Southeast along a non-tangential curve to the right, concave to the Southwest; the chord of which bears South 54 degrees, 12 minutes, 19 seconds East, the radius of which is 336.66 feet, the central angle of which is 15 degrees, 06 minutes, 39 seconds, a distance of 88.75 feet; thence South 46 degrees, 39 minutes, 00 seconds East and tangent to said last described curve a distance of 130.00 feet; thence on a tangential curve to the left, concave to the Northeast, the radius of which is 406.85 feet, the central angle of which is 20 degrees, 37 minutes, 00 seconds, a distance of 146.40 feet; thence South 67 degrees, 16 minutes, 00 seconds East and tangent to said last described curve a distance of 30.00 feet; thence on a tangential curve to the left, concave to the North, the radius of which is 10.00 feet, the central angle of which is 90 degrees, 00 minutes, 00 seconds, a distance of 15.71 feet; thence North 22 degrees, 44 minutes, 00 seconds East and tangent to said last described curve a distance of 23.10 feet; thence North 89 degrees, 28 minutes, 09 seconds East a distance of 71.84 feet; thence South 22 degrees, 44 minutes, 00 seconds West a distance of 20.00 feet; thence South 81 degrees, 25 minutes, 00 seconds East a distance of 375.76 feet; thence North 2 degrees, 20 minutes, 00 seconds West a distance of 120.00 feet; thence North 39 degrees, 10 minutes, 00 seconds East a distance of 260.00 feet; thence North 16 degrees, 51 minutes, 00 seconds East a distance of 200.00 feet; thence North 74 degrees, 11 minutes, 00 seconds East a distance of 220.00 feet; thence North 85 degrees, 41 minutes, 47 seconds East a distance of 135.43 feet; thence South 76 degrees, 14 minutes, 09 seconds East a distance of 285.19 feet; thence North 65 degrees, 22 minutes, 09 seconds East a distance of 66.65 feet; thence North 52 degrees, 57 minutes, 36 seconds East a distance of 370.64 feet; thence South 63 degrees, 46 minutes, 00 seconds East a distance of 162.32 feet; thence Southerly on a non-tangential curve concave to the East, the chord of which bears South 19 degrees, 15 minutes, 11 seconds West, the radius of which is 249.91 feet, the central angle of which is 25 degrees, 57 minutes, 38 seconds, a distance of 113.23 feet; thence South 89 degrees, 43 minutes, 38 seconds East and not tangent to said last described curve a distance of 266.00 feet more or less to the East line of said Southwest Quarter; thence South 00 degrees, 06 minutes, 22 seconds West along said East line of the Southwest Quarter a distance of 1814.70 feet more or less to the Southeast corner of said Southwest Quarter; thence South 89 degrees, 28 minutes, 09 seconds West along the South line of said Southwest Quarter a distance of 2630.30 feet to the point of beginning.

The above described tract of land contains Ninety Seven and Twenty Eight Hundredths (97.28) acres, more or less.

Know all men by these presents that Vergil E. Morris and Yvonne A. Morris, His wife, being the owners and proprietors of the property shown on the annexed plat has caused that portion described hereon and shown on the annexed plat to be surveyed and platted as "GRANDE PRAIRIE ESTATES" and do so dedicate streets including sewers, culverts and other public utilities whether shown hereon or not to the public use forever.

It also dedicates easements, to run with the land for water, sewer, gas, electric, telephone, or other public utilities or services under those certain strips of land designated hereon as "utility easements."

Vergil E. Morris

Yvonne A. Morris

State of North Dakota }
County of Burleigh } SS

Be it known that on this 22nd day of June, 1975, before me, the undersigned, a notary public in and for said County and State, personally appeared Vergil E. Morris and he acknowledged the execution and signing of the foregoing certificate to be a voluntary act and deed. In testimony whereof I have set my hand and notary seal on the day and date written above.

T.G. Stevens, Notary Public
Burleigh County, North Dakota
My Commission Expires December 22, 1978

DECLARATION OF CONENANTS & RESTRICTIONS

THIS DECLARATION is made by Vergil E. Morris and Yvonne A. Morris, husband and wife, (hereinafter referred to as OWNERS) the OWNERS of Grande Prairie Estates located in the South Half (S¹/₂) of the Southwest Quarter (SW¹/₄) and part of the North Half (N¹/₂) of the Southwest Quarter (SW¹/₄) of Section Fourteen (14), Township One Hundred Thirty Nine (139), Range Eighty (80) West, Burleigh County, North Dakota.

WHEREAS, the OWNERS desire to establish and secure the enforcement of uniform restrictive covenants upon the usage and development of lots within said Grande Prairie Estates and to allow use as residential estates.

NOW, THEREFORE, there are hereby created, declared, and established within the above described Grande Prairie Estates the following restrictive covenants, reservations and requirements upon the lands therein, which said restrictive covenants, reservations and requirements shall run with the land and remain in full force and effect upon all parties and all persons claiming under the above named persons from the date hereof until the same shall have been changed by law. Any violator, attempt to violate, or omission to perform any of the conditions and restrictions as herein-after set forth shall entitle, and it shall be lawful for any person owning real estate in said tract, which is subject to the same restriction or condition in respect to which the default is made, to institute and prosecute appropriate proceedings at law or in equity for the wrong done or attempted to be done.

THEREFORE, all of Grande Prairie Estates and each lot therein are hereby subject to the following covenants and restrictions:

1. No lot, lots or portions thereof may, at any time be used for commercial purposes, it being specifically prescribed that the lot located within said tract shall be used for residential purposes only, and no buildings shall be erected thereon except for residential purposes, except that accessory out buildings may be constructed to promote those uses, and then only as the same shall comply with county zoning regulations.
2. An Architectural Control Committee for Grande Prairie Estates is hereby constituted. This committee is composed of Vergil E. Morris, Henry O. Ulyss, and Robert O. Ulyss, its mailing address is Interstate 83 Office Building, 1303 Central Avenue, Bismarck, North Dakota 58501. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation of any kind for services performed pursuant to this covenant.
3. All building construction shall be of new material, and no building shall be erected, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony (including color) of external design with existing structures, and as to location with respect to topography and finished grade elevation. No used lumber may be used in the construction of any building except upon the approval of Architectural Control Committee.
4. On the plat of Grande Prairie Estates certain areas are dedicated to the public for a recreational easement. These areas may be used by the public and use may be made of said recreational easement as permitted by the governing zoning requirements and as permitted by the governing zoning requirements recreational transportation including horses, motor bikes and snowmobiles may utilize said recreational easement. No structure or fence may be built upon the recreational easement or in any way deny access to the recreational easement.
5. Yard fences may be erected by the lot owner after receiving permission from the Architectural Control Committee. No barbed wire fence shall be permitted. It being the intent of this covenant that smooth wire fences and board fences may be constructed. Wire fences shall be permitted only in the rear-lot areas, and the front yard fences shall be constructed of wood only, and of a design, style, and height first approved by the Architectural Control Committee.
6. Lot owners may erect one mail box at the front of their property but only in conformity with the drawing of an approved mail box and post which will be provided to the lot owners by the Architectural Control Committee.
7. Each lot in Grande Prairie Estates is adjacent to a public road. Between the road and the lot there is a ditch. The lot owner shall be allowed to construct one approach from the road to his lot, said approach being a minimum of thirty feet wide and a maximum of forty feet wide where the approach joins the road. The approach shall be constructed at right angles to the road. If the approach is not on the high point of the surrounding area it must be constructed over an eighteen inch culvert to allow drainage. The design of said approach must be approved by the Architectural Control Committee and more than one approach per lot may be permitted by the Architectural Control Committee as it deems necessary.
8. No front or side yard light may be placed upon a lot except if it is attached to the principle residence or if detached its design is approved by the Architectural Control Committee.
9. Each lot shall be used for single family residential purposes only. No trailer, basement, tent, shack, barn or other out building erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
10. No fencing, dumping, building, storing, or other contrary use shall be permitted on the recreational easement.
11. No light poles or poles used for radio or television antennas shall be constructed upon a lot except with consent of the Architectural Control Committee.
12. No animals, livestock or poultry of any kind shall be raised, breed or kept on any lot except that dogs, cats, saddle horses or other household pets may be kept provided that they are not kept, or maintained for commercial purposes. Facilities and structures to house permitted animals shall be kept clean.
13. Unsheltered junked cars and unlicensed and unused vehicles shall not be permitted to remain upon any lot. Parking of horse trailers, house trailers, campers, boats, buses, and trucks or over one ton capacity, and automobiles which are temporarily disabled is allowed only in the rear yards and not on any of the easements. A portable residential trailer may be placed upon a lot and may be used as a temporary residence of the guests of the lot owner provided that the same is occupied for a period not to exceed thirty days, and then only between April 1st and November 30th of any year.
14. No dumping of trash or garbage, old lumber or unsightly materials is allowed on any lots and particularly on the easements. All easements are to be kept mowed and maintained by the property owners.
15. No one owning or occupying any lot within Grande Prairie Estates shall create, permit or maintain any nuisance on the premises, including but not limited to unsightly signs, refuse piles, unkempt yards, poultry, livestock (except as herein provided), and unsightly and ugly fences, landscaping and exterior paint color. Further, no noxious or offensive trade or activity shall be carried out upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.
16. The invalidation or rescission of any one of these covenants by consent or by judgment of Court order, shall in no wise affect any of the other covenants which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused the above covenants to be adopted and this instrument executed this 22nd day of June, 1975.

Vergil E. Morris

Yvonne A. Morris

STATE OF NORTH DAKOTA }
COUNTY OF BURLEIGH } SS

On this 22nd day of June, 1975, before me personally appeared Vergil E. Morris and Yvonne A. Morris, his wife and they executed the foregoing instrument and each separately acknowledged to be that they executed the same for uses and purposes herein expressed.

T.G. Stevens, Notary Public
Burleigh County, North Dakota
My commission expires December 22, 1978

SURVEYOR'S CERTIFICATE

I, Keith P. Caswell, Jr., a Registered Professional Engineer and Land Surveyor in the State of North Dakota hereby certify that the annexed plat is a true copy of the notes of a survey performed under my supervision and completed of May 22, 1975, and that all information shown hereon is true and correct to the best of my knowledge and belief.

Keith P. Caswell, Jr.
Registered Professional Engineer
and Land Surveyor Registration No. 511

State of North Dakota }
County of Burleigh } SS

On this 22nd day of June, 1975, before me personally appeared Keith P. Caswell, Jr., known to me to be the person who executed the foregoing surveyor's certificate, and he acknowledged to me that he executed the same of his own free will and deed.

T.G. Stevens, Notary Public
Burleigh County, North Dakota
My Commission Expires December 22, 1978

APPROVAL OF BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners of Burleigh County, North Dakota, has approved the subdivision of land as shown on the annexed plat, has accepted the dedication of all streets shown thereon and has approved the grounds as shown on the annexed plat as an amendment to the Master Plan of Burleigh County.

The foregoing action of the Board of County Commissioners of Burleigh County, North Dakota, was taken by resolution approved on June 4, 1975.

George H. Hargrave, Chairman
Kenneth Harlow, County Auditor

COUNTY PLANNING COMMISSION APPROVAL

The subdivision of land as shown on the annexed plat has been approved by the Planning Commission of the County of Burleigh, North Dakota, on June 12, 1975, in accordance with the laws of North Dakota, ordinances of Burleigh County and regulations adopted by said Planning Commission in witness thereof are set the hands and seals of the Chairman and Secretary of the Planning Commission of the County of Burleigh, North Dakota.

Peter Volk, Chairman
Kenneth Harlow, County Auditor

CITY PLANNING COMMISSION APPROVAL

The subdivision of land as shown on the annexed plat has been approved by the Planning Commission of the City of Bismarck on this 12th day of June, 1975, in accordance with the laws of North Dakota, ordinances of the City of Bismarck, and regulations adopted by said Planning Commission in witness thereof are set the hands and seals of the Chairman and Secretary of the Planning Commission of the City of Bismarck, North Dakota.

Norman L. Peterson, Chairman
William Wocken, Acting Secretary

APPROVAL OF COUNTY ENGINEER

I, W.F. Gillen, County Engineer for the County of Burleigh, North Dakota, hereby approve said subdivision as shown on the annexed plat.

W.F. Gillen, County Engineer