

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, Henry A. Schatz, Jr. and Beverly M. Schatz, husband and wife, are the owners and developers of certain lands situated in Grant County, North Dakota, and known and designated as Schatz Subdivision; and

WHEREAS, owners desire to establish uniform restrictive covenants upon the usage and development of lots within the aforesaid subdivision.

NOW, THEREFORE, there are hereby created, declared, and established in Schatz Subdivision, being a part of the Northeast Quarter (NE $\frac{1}{4}$) and part of the Northwest Quarter (NW $\frac{1}{4}$), Section Fifteen (15), Township One Hundred Thirty-six (136), Range Eighty-nine (89), West of the Fifth Principal Meridian, Grant County, North Dakota, the following restrictive covenants, easements, reservations, and requirements upon the lands within such subdivision, which restrictive covenants, easements, reservations, and requirements shall run with the land and remain in full force and effect upon all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in all or in part. Any violation, attempt to violate, or omission to perform any of the conditions and restrictions as hereinafter set forth shall entitle, and it shall be lawful for, any person owning real estate in said subdivision, or any homeowner's association that may be formed by the persons owning real estate in said subdivision, to institute and prosecute appropriate proceedings at law or in equity for such violation. The owners, Henry A. Schatz, Jr. and Beverly M. Schatz, their successors and assigns, with the written consent of a majority of the then Schatz Subdivision lot owners reserve the right, at any time, to amend these restrictive covenants. When Henry A. Schatz, Jr. and Beverly M. Schatz no longer own any lots in the Schatz Subdivision, then these restrictive covenants may be amended with the written consent of a majority of the then Schatz Subdivision lot owners.

The restrictive covenants set forth herein are made for the mutual and reciprocal benefit of each and every lot in the subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all of said lots in the subdivision and their respective owners.

1. Environmental Control Committee. The Environmental Control Committee (hereinafter called "Committee"), shall be composed of Henry A. Schatz, Jr. and Beverly M. Schatz, or the survivor of them. Upon the deaths of both Henry A. Schatz, Jr. and Beverly M. Schatz, or after all of the lots in the Schatz Subdivision have been sold by Henry A. Schatz, Jr. and Beverly M. Schatz, their successors or assigns, whichever occurs first, then the Committee shall be composed of three members to be selected by the then owners of a majority of the lots in the Schatz Subdivision.

The Committee shall have the authority to set up regulations as to height and size requirements for all types of outbuildings and structures, including fences, walls, etc., and over such other matters described in this document. Any approval required from the Committee must be obtained in writing, before any work is commenced. The Committee shall take action within a reasonable time, but in any event not later than 30 days from the date of the Committee's actual receipt of a request. The decisions of the Committee shall be final. Neither the Committee nor any architect or agent thereof shall be responsible in any way for any defects in any plans and specifications submitted, revised, or approved, in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

2. Land Use and Improvements. The lots in the subdivision shall be used for single family residential purposes only and no building shall be erected thereon except for residential purposes or for such other accessory building purposes as may be permitted by these restrictive covenants. The front yard and side yard set back requirements as contained on the plat of the subdivision or as may be determined by the Committee are a part of these restrictive covenants by reference for all purposes.

Except for Lots 11 and 12, Block 1 of the Schatz Subdivision, the structure must be a stick home, or a newer (not more than 10 years old as measured from the date the lot was deeded to the then owner of the lot) mobile home without hail damage. Lots 11 and 12, Block 1 of the Schatz Subdivision are permitted to have either a newer (not more than 10 years old as measured from the date the lot was deeded to the then owner of the lot) mobile home without hail damage or a newer and good quality movable camper since those two lots are located in a flood plain. Each lot is permitted a good quality garage or a storage shed, and if constructed of metal, or has metal siding, there shall be no hail damage.

No commercial development or use of any kind shall be permitted and any and all sales at retail or wholesale, service establishments, professions, occupations, trades, stores, restaurants, shops, or businesses of any kind or nature are prohibited.

3. General Prohibitions and Requirements.

- (a) No outside toilets shall be constructed on any lot. Each lot owner shall be responsible for connecting an electrical line from the designated electrical transformer to the structures on his lot, and to install water and sewer systems, provided that the lot owner must obtain the prior written approval of the Committee of the contractor(s) who perform such work on each lot, in order to maintain the quality of the subdivision.
- (b) Unless permitted by the Committee, no temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any lot, provided, however, the Committee may grant permission for any such temporary structure for storage of materials during the construction period, or for use as a temporary dwelling place for a limited period of time while a permanent dwelling is being constructed. Overnight camping whether in a camper, tent, or other manner, shall be permitted provided, however, that no more than 2 campers or tents

may remain parked or erected on a lot, and such campers or tents may not remain parked or erected on a lot for longer than 10 consecutive days, except that Lots 11 and 12, Block 1 of the Schatz Subdivision are permitted to leave either a newer (not more than 10 years old as measured from the date the lot was deeded to the then owner of the lot) mobile home without hail damage or a newer and good quality movable camper in place without time limit since those two lots are located in a flood plain.

- (c) Once construction of improvements is commenced on any lot the improvements must be substantially completed within one year from commencement.
- (d) No residence shall be occupied until the same has been substantially completed in accordance with the plans and specifications.
- (e) All structures constructed on any lot shall be constructed of new material and no structures shall be moved or relocated or placed on any lot, unless approved by the Committee.
- (f) No animals or livestock of any description shall be kept on any lot, except the usual household pets. Such shall be allowed but must be leashed when outside.
- (g) All signs, billboards, or advertising material or structures of any kind are prohibited.
- (h) No stripped down, partially wrecked, or junked motor vehicles, or sizeable parts thereof, shall be permitted to be parked on any street in the subdivision or on any lot.
- (i) Every tank for the storage of fuel installed outside any building of the subdivision shall be screened to the satisfaction of the Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage, shall be screened or so placed and kept as not to be visible from any street.
- (j) No trash, ashes, garbage, or other refuse shall be dumped or stored or accumulated on any lot or be thrown onto any part of the subdivision.
- (k) All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon.

- (l) No noxious, offensive, or illegal activity shall be carried on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the other lot owners.
- (m) No commercial type truck shall be parked or stored overnight or longer on any lot in the subdivision in such manner as to be visible to the occupants of other lots in the subdivision or the users of any street within the subdivision.
- (n) Any dwelling or outbuilding on any lot in the subdivision which may be destroyed in whole or in part by fire, windstorm, or for any other cause, or act of God, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than sixty (60) days.
- (o) No change in ground level nor in natural drainage may be made without approval of the Committee.
- (p) There shall be no subdivision of any of the lots as shown on the plats of the subdivision.
- (q) No more than one residence shall be permitted on any of the lots in the subdivision.
- (r) Each lot owner must contain erosion and drainage, and must comply with applicable codes, rules and regulations.
- (s) The lot owners must maintain the ingress and egress roads in the subdivision in a condition suitable for such purposes.

4. Variances. The Committee may allow reasonable variances and adjustments of these restrictive covenants in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided, also, that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the subdivision.

5. Easements. Henry A. Schatz, Jr. and Beverly M. Schatz reserve for themselves, their successors and assigns, an exclusive easement for the installation and maintenance of electrical power, and further the lots in the subdivision shall be burdened by all easements as may be shown on the recorded plat, or created and placed of record subsequent to the recorded plat by the owner of the lot.

