

Brian Berube and August Kersten being the owners of the Western Edge Subdivision, do hereby prescribe and declare that said property is subject to the restrictions as hereinafter set forth: and the such restrictions and conditions shall apply to and be part of every conveyance or deed to said property, or any part thereof, the same as though fully incorporated in any deed or conveyance thereto; that said restrictions and conditions shall be deemed and considered as covenants running with the land when conveyed or deeded, and shall be binding on the heirs, executors, administrators, and assigns of any person to whom said land situated in said subdivision may have been conveyed, and any violations or attempt to violate or omission to perform any of the conditions and restrictions as hereinafter set forth shall entitle, and it shall be unlawful for any person owning real estate in said subdivision which is subject to the same restrictions or conditions in respect to which the default is made, to institute and prosecute appropriate proceedings as law and equity for the wrong done or attempted.

The reservations and conditions to which the previously mentioned conveyances and restrictions apply and to which they axe subject are as follows:

- 1) **Land Use and Building Type** All lots shall be used solely for residential use only. No structure to be used as a dwelling house shall be moved on to the premise without prior inspection, except for NEW prefabricated or prebuilt homes that are on a permanent foundation or basement and complies with the zoning restrictions.

No nonresidential structures, including but not limited to barn, shop, garage, basement or other outbuilding, shall be erected on the tract without a permanent residential structure within eighteen (18) months of its completion.

Private riding stable is permitted if animals are used for private use only. No animal, animal stable, barn, or shelter shall be located within one hundred (100) feet of any neighboring residence structure.

- 2) **Building Location** No building shall be erected closer than forty feet (40) from any property line and twenty feet (20) from the side and fifty feet (50) from the real property lines. For the purpose of this covenant, eaves, and steps shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot and shall be located as to comply with all zoning regulations.
- 3) **Temporary Structures** no trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall not at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.



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- 4) Dwelling No dwelling shall have a ground floor square foot area of less than one thousand two hundred square foot (1200 SF) in case of a one- story structure, nor less than eight hundred square feet (800 SF) in case of one and one-half (1 ½) or two (2) story structure. All dwellings shall have a total area of at least one thousand two hundred square feet (1200 SF).
- 5) Livestock and Poultry No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except for dogs, cats, or other household pets as long as they are not kept, bred, or maintained for any commercial purpose.
- Two (2) horses shall be permitted on any premise that contains at least ten acres. For the purpose of this ordinance the definition of a horse will only be those horses that are one calendar year of age or older.
- 6) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat map. Within these easements , no structure, planning or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. No utilities shall be placed on the boundary line of the easement.
- 7) Signs No signs of any kind shall be displaced to the public view on any lot in the residential area except one (1) professional sign of not more than one square foot (1 SF), one (1) sign of not more than five square feet (5SF) advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sale period.
- 8) Term These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the dates these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority, meaning not less then 60%, of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.
- 9) Enforcement Enforcement shall be by proceedings as law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.
- 10) Severability Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and affect.



- 11) Subdivision of Lots No lot shall be subdivided.
- 12) Nuisances No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighbors.
- 13) Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Dated this 20<sup>th</sup> of May, 2008



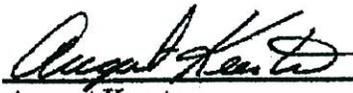
Brian Berube

STATE OF ND  
 COUNTY OF Mcken

JIM HORNBACHER  
 Notary Public  
 State of North Dakota  
 My Commission Expires Mar. 29, 2010

On this 20<sup>th</sup> day of May, 2008 before me a Notary Public personally appeared, Brian Berube and August Kersten, known to me to be the persons described in and executed the foregoing instrument; and acknowledge to me that they execute the same.

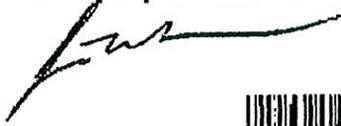
My commission expires 

  
 August Kersten

STATE OF ND  
 COUNTY OF Mcken

JIM HORNBACHER  
 Notary Public  
 State of North Dakota  
 My Commission Expires Mar. 29, 2010

On this 20<sup>th</sup> day of May, 2008 before me a Notary Public personally appeared, Brian Berube and August Kersten, known to me to be the persons described in and executed the foregoing instrument; and acknowledge to me that they execute the same.





My commission expires

David J. Lorian 5-5-2008  
Zoning Commissioner

STATE OF ND  
COUNTY OF McLean

JIM HORNBACHER  
Notary Public  
State of North Dakota  
My Commission Expires Mar. 29, 2010

On this 3<sup>rd</sup> day of May, 2008 before me a Notary Public personally appeared, Brian Berube and August Kersten, known to me to be the persons described in and executed the foregoing instrument; and acknowledge to me that they execute the same.

My commission expires:

RECEPTION P  
INDEXED P  
CHECKED P  
COPIED P  
VERIFIED P  
MICROFILM \_\_\_\_\_



RECORDER'S OFFICE, MCLEAN COUNTY, ND 5/21/2008 9:22 AM  
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.  
DWAYNE J. OSTER, COUNTY RECORDER

Dwayne J. Oster 3361438



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OAKTREE REALTORS

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