

KNOW ALL MEN BY THESE PRESENTS:

The undersigned parties, being the owners of all of the following described premises, situate within the County of Cass, State of North Dakota, to-wit:

Lots One (1) thru Thirty-eight (38), of Lake Shure Estates Subdivision of a part of the West Half (W 1/2) of Section Nine (9), Township One Hundred Forty (140) North, Range Forty-nine (49) West of the Fifth (5th) Principal Meridian, Cass County, North Dakota,

have established a general plan for the improvement and development of such premises, and do hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portion of such lots shall be improved or sold and conveyed by it as owner thereof. Each and every one of these covenants, conditions, reservations, and restrictions is and all are for the benefit of each owner of land in such subdivision, or any interest therein, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions, reservations, and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof, to-wit:

SECTION I: LAND USE

A. Residential Use. All lots shall be known, described and used solely as residential lots.

B. Business Use. A business or professional activity shall be permitted if conducted in the rooms of the dwelling and if said activity does not involve shop-keeping, embalming, unpleasant odors, unpleasant noises, storage of materials outside of the dwelling or garages, trucking, the employment of more than one person, or any public or private nuisance, including, but not limited to the above designated activities.

C. Lot Size. Once a residence is erected, no lot may be further subdivided.

D. Commercial Gardening. No commercial gardening shall be allowed.

E. Mining. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind will be permitted upon or in any lot nor shall oil wells, tanks, excavations or shafts be permitted upon or in any lot.

F. Lake Access. Adjacent to the property described is a body of water known as Lake Shure. It is the intent of the developer that the property owners are to be provided access to the lake for recreational purposes. Boating on this lake is restricted to row boats, canoes, and small sailboats.

SECTION II. BUILDING RESTRICTIONS. The following building restrictions shall apply and be obeyed:

A. No building shall be erected on any lot unless the design, location, materials, and workmanship are in harmony with existing structures and locations in the tract and does not violate any protective covenants.

B. All building plans and designs shall be submitted before construction to Edgewood Rentals, Inc., or its assigns. Said corporation shall have the power to permit or disallow the design, method of construction, location of any building within the Lake Shure Estates Subdivision. The purpose being to require each building to harmonize with the other buildings in the tract. The corporation approval or disapproval shall be in writing and signed by the president and secretary of the corporation.

C. All transfers of less than an entire lot as shown on the adjacent plat shall be submitted to the Edgewood Rentals, Inc., or its assigns, who shall have the power to permit or disallow said transfer, unless such lot has an existing residence as provided in Section I, C.

D. The sewage disposal and plumbing system for each dwelling shall conform to the health and sanitation requirements of the State of North Dakota, and Cass County, except that no outdoor plumbing shall be permitted and all waste shall be permitted and all waste shall be disposed of through the use of a recognized sewage disposal system.

E. Garage. No garage or other outbuilding shall be placed, erected, or maintained upon any part of such premises except for use in connection with a residence already constructed or under construction at the time that such garage or other outbuilding is placed or erected upon the property. Nothing herein shall be construed to prevent the incorporation and construction of a garage as a part of such dwelling house.

F. The design and location of all outbuildings for storage or otherwise shall be approved by Edgewood Rentals, Inc., or its assigns.

G. No basement shall be constructed for residential purposes and no basement shall be used for residential purposes unless and until the entire super-structure has been erected thereon. No trailer, mobile homes, tent, shack, garage, barn, or any other outbuilding shall be erected on any lot at any time for the purpose of being used as a residence, temporary or permanent.

SECTION III. EASEMENTS.

A. A perpetual easement is reserved over each lot for local utility installation and maintenance. Such utilities to include sanitary sewer, storm sewer, water, power, lights, telephone, and drainage. Within these easements, no structure, planting, 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 drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels. The easement area of each lot shall be maintained by the owner of the lot, except for improvements for which a public authority or utility company is responsible.

SECTION IV. MISCELLANEOUS.

A. Pets. No animals, livestock, or poultry or any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

B. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any lot or improvement thereon except as herein expressly permitted. A name and address sign, the design of which shall be approved by the developer, and a professional sign if not to exceed one square foot, shall be permitted. No other sign of any kind or design shall be allowed. The provisions of this paragraph may be waived by the developer, only when in his discretion the same is necessary to promote the sale of property in and the development of the subdivision area. Nothing herein shall be construed to prevent the developer from erecting, placing, or maintaining sign structures as may be deemed necessary by it for the operation of the subdivision.

C. Commercial Vehicles. No commercial vehicles, other than single units being utilized by occupant, construction, or like equipment of any kind shall be permitted on any lot of the subdivision unless first approved by the developer.

D. Nuisances. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any

lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

E. Landscaping. All plans for the construction of fences or walls, to be erected upon any lot, and the proposed location thereof upon any lot, shall require the approval in writing of the developer and his assigns. Construction or planting of fences, walls, patios, or hedges to be placed upon any lot must be at least one (1) foot within the property lines.

SECTION V. HOMEOWNERS' ASSOCIATION.

A. For the purpose of maintaining roads, traffic control, general planting within the roadway areas, and all common community services of every kind and nature required or desired with the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Lake Shore Estates Association, a non-profit corporation community association.

B. It is the desire and intent of the parties hereto to require all of the undersigned to participate in said Homeowners Association and to further require that any heir, legatee, or assign of the parties hereto participate in said Homeowners Association and provide that dues and charges pursuant to said Homeowners Association will be a lien against the properties owned by the parties hereto and heirs, legatees, and assigns in the event of non-payment.

SECTION VI. DEVELOPER.

A. The developer herein mentioned is Edgewood Rentals, Inc., its personal representatives and assigns. The developer shall have the right to grant and convey all his rights to enforce these covenants, conditions, reservations, and restrictions to the community association or municipal government at such time as in the sole judgement of the developer that the community is ready to undertake the obligation of enforcing them. Upon such conveyance and grant the community association shall have and shall succeed to all rights and duties with the the same powers as if the Association had been named as developer herein.

B. It is the intent of the developer to provide a water service to the property line of the property described herein. Once this service has been provided, all operating, repairs, maintenance, replacement, and improvement costs shall be the responsibility of the Homeowners Association. It is assumed that the Homeowners Association will assess these costs to the benefiting property owners in proportion to benefits received.

SECTION VII. DURATION OF RESTRICTIONS.

A. Each of the restrictions above set forth, unless otherwise indicated, shall continue and be binding upon the undersigned, their heirs or assigns, and upon all parties claiming under or through them for a period of 30 years from the date these covenants are recorded at which time they shall be automatically extended for successive periods of 10 years, unless on or before the end of one of such extension periods or the base period, the owners of the majority of the lots in the subdivision shall by written instrument duly recorded, declare a termination of the same. This agreement is binding on all parties thereto, their heirs, legatees, and assigns, and is mutually enforceable even though there may be tracts of properties within the addition owned by non-signatory parties.

SECTION VIII. RIGHT TO ENFORCE.

A. The restrictions herein set forth shall run with the land and bind all parties thereto, their heirs, executors, administrators, and assigns, and all parties claiming by, through, or under them, shall be taken to hold, agree and covenant with

the owners of said lots, their heirs, executors, administrators and assigns, and with each of them to conform to and observe said restrictions as to the use of said lots hereby restricted, and the construction of improvements thereon. This agreement is binding on all parties thereto, their heirs, legatees, and assigns, and is mutually enforceable even though there may be tracts of properties within the addition owned by non-signatory parties. No restrictions, however, shall be personally binding on any person except in respect to breaches, committed during his or their ownership of the particular land upon which said violation occurred. For any violation of the restrictions set forth, the Lake Shure Estates Association or owner or owners of any of the above lots shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce legal action for damages against the offender only. Failure of the owner of any lot, or lots in the Subdivision to enforce any of the restrictions herein set forth at the time of the violation, shall in no event be deemed to be a waiver of the right to do so thereafter.

SECTION IX. SEVERABILITY.

A. Invalidation of any one of these covenants by judgement or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Edgewood Rentals, Inc., a North Dakota corporation, has caused this instrument to be executed by its duly authorized officers this 11th day of May, 1977.

EDGEWOOD RENTALS, INC.

By John S. Thompson, PresidentBy L. E. Green, Jr., Secretary

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this 11th day of May, 1977, before me, the undersigned, a notary public, personally appeared John S. Thompson and L. E. Green, Jr., who acknowledged themselves to be the president and secretary of Edgewood Rentals, Inc., a North Dakota corporation, and they are authorized to execute the foregoing instrument for the purposes therein contained.

MATILDA PETERS
Notary Public, CASS COUNTY, N. DAK.
My Commission Expires Sept. 17, 1977

Notary Public
Cass County, North Dakota

Charles H. Shure
Charles H. Shure

Catherine E. Shure
Catherine E. Shure

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this 11th day of May, 1977, before me Matilda Peters, a Notary Public in and for said county and state, personally appeared Charles H. Shure and Catherine E. Shure, husband and wife, known to me to be the persons who are described in, and who executed the within and foregoing instrument, and several, acknowledged that they executed the same.

MATILDA PETERS
Notary Public, CASS COUNTY, N. DAK.
My Commission Expires Sept. 17, 1977

Notary Public
Cass County, North Dakota

IN WITNESS WHEREOF, the undersigned have caused these covenants to be signed as of the date and year shown below.

LAKE SHURE PROPERTIES

By John S. Thompson, a General Partner

The foregoing instrument was acknowledged before me this 11 day of May, 1977, by John S. Thompson, partner, on behalf of Lake Shure Properties, a Partnership.

MATILDA PETERS
Notary Public, CASS COUNTY, N. DAK.
My Commission Expires Sept. 17, 1977
Notary Public
Cass County, North Dakota

Theodore J. Hansen
Emily R. Veen

STATE OF NORTH DAKOTA)
COUNTY OF CASS) ss.

On this 11 day of May, 1977, before me Matilda Peters, in and for said county and state, personally appeared John S. Thompson, known to me to be the person who described in, and who executed the within and foregoing instrument, and severally acknowledged that he executed the same.

MATILDA PETERS
Notary Public, CASS COUNTY, N. DAK.
My Commission Expires Sept. 17, 1977
Notary Public
Cass County, North Dakota

STATE OF NORTH DAKOTA)
COUNTY OF CASS) ss.

On this 11 day of May, 1977, before me Matilda Peters, in and for said county and state, personally appeared John S. Thompson, known to me to be the person who described in, and who executed the within and foregoing instrument, and severally acknowledged that he executed the same.

MATILDA PETERS
Notary Public, CASS COUNTY, N. DAK.
My Commission Expires Sept. 17, 1977
Notary Public
Cass County, North Dakota

DOCUMENT No. 517966
A. D. 1977, at 11:45 o'clock A.M.

Filed for record on the 12 day of May, 1977

Donna R. Hansen
REGISTER OF DEEDS