

DEDICATION AND DECLARATION
OF RESTRICTIVE COVENANTS

OXBOW COUNTRY CLUB AND ESTATES, a North Dakota Partnership, whose post office address is Hickson, North Dakota, as owner of Lots 1 through 163, Oxbow Country Club and Estates, Cass County, North Dakota, hereby declares that in order to protect community and the individual home owners, the said property shall be subject to the restrictions and conditions hereinafter set forth and that such restrictions and conditions shall apply to and be a part of every conveyance or deed to said property or any part thereof, the same as though fully incorporated in any deed or conveyance thereof. 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, successors and assigns of any person to whom said land may have been conveyed for a period of thirty (30) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners it is agreed to change or modify such restrictive covenants.

(1) LAND USE AND BUILDING

All of Lots 1 through 161 are reserved for single family dwellings and approved condominium units.

(2) ARCHITECTURAL CONTROL

No residence, garage, fence, wall, or other structure shall be commenced or erected, nor shall any addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, plan and location of such structure shall have been submitted to and approved in writing by the present owner of the lot (as disclosed herein) upon which the improvement is proposed to be made. In the event said parties fail to approve or disapprove such design and location within ten (10) days after said plans and specifications have been submitted to them and receipted therefor, or in the event that no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval will not be required and said covenant will be deemed to have been fully complied with. As soon as a dwelling or structure shall have been built on every lot in said Addition, or in any event, ten (10) years from the date these covenants are recorded, the requirements of this specific covenant shall expire and shall be null and void, and of no further force and effect.

(3) DWELLING SIZE AND QUALITY, LOT SIZE

(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 residential portions of the subdivision and does not violate any protective covenants.

(b) The ground floor area of any one family dwelling in said Addition, exclusive of porches and garages, shall be not less than 1400 square feet if a single story structure, or less than 800 square feet if a ~~1 1/2 or 2 story structure~~. The ground floor area of any condominium unit in said Addition, exclusive of porches and garages, shall be not less than 900 square feet if a single story structure, or less

X

1600
5m
or less

(4) BUILDING LOCATION

(a) No building shall be located on any residential lot nearer than 40 feet to the front lot line, nor farther than 50 feet from the front lot line, nor nearer than 10 feet to any side lot line. No building shall be located on any residential lot adjacent to the golf course nearer than 50 feet to the back lot line. A condominium unit may have a 30 foot set back if it is an area that is an island surrounded by a road; all other condominium units must maintain the 40 foot minimum front lot line requirement.

(b) If said lot is a corner lot, no building shall be located within 25 feet of the street, avenue, road or lane side lot line, except than this side lot line restriction shall not apply to a garage located on the rear one-third of a lot.

(c) Front lot line shall be interpreted to mean that portion of a lot which fronts on a street, road or drive, lane or avenue towards which the building constructed thereon faces its main entrance.

(d) For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach on another lot.

(5) GENERAL

(a) No basement shall be constructed for residential purposes and no basement structure shall be used for residential purposes unless and until the entire superstructure has been erected thereon and complies with the building code of Pleasant Township; nor shall any trailer, tent, shack, garage, barn or other outbuilding erected on any lot at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

(b) In order to provide for proper lot drainage and conformity of the residential lots, the top of the foundation wall of any dwelling shall in no event be less than a height which will provide the lot on which the dwelling is located with a minimum vertical fall of 6 inches in the first 10 feet extending to either the front or rear of said foundation and the remaining fall to the front city sidewalk and to the rear lot line shall not be less than a 2% grade.

(c) Finished grade elevations as shown on the plat shall be adhered to upon completion of construction and landscaping. Care shall be taken to facilitate drainage across the back of all lots.

(d) No house or structure shall be moved in or on any of the lots located in said Addition, and no structure when once erected shall be at any time altered or changed so as to permit its use in any manner which would be in violation of these restrictions and conditions.

(e) No noxious or offensive trade or activity shall be carried

with the written permission of Oxbow Country Club and Estates or its successors in interest, and then only to such place as directed by such written permission. This restriction shall become inoperative as soon as a dwelling or structure shall have been built on every lot in said Addition.

(6) EASEMENTS

(a) Easements are established for the installation and maintenance of public utilities. These easements for public utilities in the Addition are made a part hereof as easements and restrictions on the use of property in the Addition. Within these easements, no structure, planting or other material shall be placed or permitted to remain or interfere with the installation and maintenance of public utilities. The easement area of each and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible. Perpetual easements for the above and within described purposes are granted over, across and under the respective lots and parcels of land in the place and location as set forth on the attached plat marked Exhibit A, made a part hereof, as if fully set forth herein.

(b) Above ground service telephone lines to homes and other buildings shall be prohibited in the event that the telephone utility installs underground feeder lines.

(c) Above ground service lines to homes and other buildings shall be prohibited in the event that the power utilities install underground feeder lines. In the event that underground feeder lines are installed by the power utilities, then by acceptance of a conveyance of any lot in said Addition, the grantees and purchasers by themselves, their heirs, executors, administrators, successors or assigns, covenant and agree that they will, at no cost to the power utilities, provide underground service approved by the power utilities from the power utilities distribution system to their homes and other buildings located on said premises, wherein power service has been requested by the grantee, purchaser or owner.

(7) SIGHT DISTANCE AT INTERSECTION

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersections of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence more than 4 feet in height shall be constructed forward of the building setback line.

(8) OIL AND MINING OPERATIONS

No oil drilling, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, mineral excavations or shafts be permitted upon any lot; no derrick or

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.

(10) RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns. All parties claiming by, through or under them, shall hold, and hereby agree and covenant with the owners of said lots, their heirs, executors, administrators, successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots hereby restricted, and construction of improvements thereon. No restriction, 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 such violation occurred. For any violation of the restrictions set forth, the 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 offender only. Failure of the owner of any lot, lots or blocks in the Addition 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.

(11) SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, The undersigned has hereunto set its hand this 14 day of ~~September~~, 1976.

October

OXBOW COUNTRY CLUB AND ESTATES

By *Douglas K. Schuel*
Partner

By *W.M. Swanson*
Partner

STATE OF NORTH DAKOTA)

)ss

COUNTY OF CASS)

On this 14 day of *October*, 1976, before me, a Notary Public, in

and for said County and State, personally appeared *Douglas K. Schuel* and *W.M. Swanson* to me known to be partners of OXBOW COUNTRY CLUB AND ESTATES, the Partnership that is described in and that executed the

AMENDMENT TO DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, OXBOW COUNTRY CLUB AND ESTATES, a North Dakota Partnership, whose post office address is Hickson, North Dakota, is the owner of Lots 1 through 163, Oxbow Country Club and Estates, Cass County, North Dakota, which plat is on file and of record in the office of the Register of Deeds in and for Cass County, North Dakota, and

WHEREAS, There previously was filed with the Register of Deeds, Cass County, North Dakota, a Dedication and Declaration of Restrictive Covenants dated October 1, 1976 and recorded in Book D-7 of Miscellaneous, Page 136, and

WHEREAS, OXBOW COUNTRY CLUB AND ESTATES desires to amend said Dedication and Declaration of Restrictive Covenants.

NOW, THEREFORE, Said Restrictive Covenants shall be and are hereby amended as follows:

1. Paragraph (5) (b) is amended to read as follows:

(b) In order to provide for proper lot drainage and conformity of the residential lots, the top of the foundation wall of any dwelling shall in no event be less than a height which will provide the lot on which the dwelling is located with a minimum

2. Paragraph (6) (a) is amended to read as follows:

(a) Easements are established for the installation and maintenance of public utilities. These easements for public utilities in the Addition are made a part hereof as easements and restrictions on the use of property in the Addition. Within these easements, no structure, planting or other material shall be placed or permitted to remain or interfere with the installation and maintenance of public utilities. The easement area of each and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible. Perpetual easements for the above and within described purposes are granted over, across and under the respective lots and parcels of land in the place and location as set forth on the recorded plat of said Addition, which is made a part hereof, as if fully set forth herein.

3. The Dedication and Declaration of Restrictive Covenants is amended by adding thereto the following:

(12) WAIVER.

The undersigned hereby expressly reserves the right to waive and rescind any or all of the foregoing covenants under any particular situation, and the waiving and rescinding of any such covenant in a particular situation shall in no wise affect the application of such covenants in any other particular situation and all of such covenants, as amended, shall continue in full force and effect.

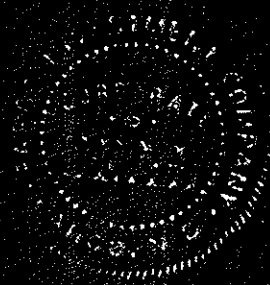
IN WITNESS WHEREOF, The undersigned has hereunto set its hand this 19th day of October, 1976.

OXBOW COUNTRY CLUB AND ESTATES,
a Partnership

By: FARGO INVESTMENT COMPANY - Partner

By: Douglas K. Schnell
DOUGLAS K. SCHNELL
Its President

By: Ralph W. Martin
RALPH W. MARTIN
Its Secretary-Treasurer



(CORPORATE SEAL)

678164

AMENDMENT TO DEDICATION AND DECLARATION OF
RESTRICTIVE COVENANTS OF OXBOW COUNTRY CLUB AND ESTATES

THIS AMENDMENT, Made this 30th day of October, 1987, by OXBOW COUNTRY CLUB AND ESTATES, a Partnership, herein called "Developer," Cass County, North Dakota, and the OXBOW HOMEOWNER'S ASSOCIATION, an unincorporated association, herein called "Association," as indicated by their signatures to these Amendments.

WHEREAS, Developer executed the Dedication and Declaration of Restrictive Covenants dated October 1, 1976, and filed the same on October 1, 1976, in Book D-7 of Miscellaneous, page 139, Document Number 508536, in the office of the Register of Deeds for Cass County, North Dakota; and

WHEREAS, Developer, as of the date of this Amendment, is the owner of 85 lots in Oxbow Country Club and Estates; and

WHEREAS, The use of some lots have been contrary to the current restrictive covenants and the Developer and the Association's desire to amend said covenants to accommodate current and future use; and

WHEREAS, Developer and Association, in order to protect the community and individual home owners, to reflect the use made of some of the properties, and for the purposes of promoting construction of residences and developing Oxbow as a residential and country club community, hereby amend the Restrictive Covenants as follows:

1. Paragraph (1) is hereby amended by deleting the current Paragraph (1) and substituting the following:

(1) LAND USE AND BUILDINGS

(a) Lots 22, 23, and 24 may be used for parking lot and/or recreational purposes, including but not limited to tennis and swimming facilities. This is not intended to exclude their use for residential purposes as described in (g) below.

(b) Lots 52, 53 and 54 may be used for parking lot purposes associated with the operation of the Golf Club herein described.

(c) Lots 38 and 161 may be used for light commercial purposes.

(d) Lots 162 and 163 are reserved for use as a golf course, clubhouse, and other facilities necessary for use of the golf course and clubhouse, including necessary utility services for the clubhouse and residential lots.

(e) Lot 164 may be used for recreational purposes or parking lot as may be necessary for the support of the golf course operation. This is not intended to exclude its use for residential purposes as described in (g) below.

(f) Lots 141 through 153 may be used for multi-family residential units, not to exceed eight (8) units per structure. Two or more lots may be combined or subdivided for such purposes. This is not intended to exclude their use for other residential purposes described in (g) below.

(g) All of the remaining lots are reserved for single family dwellings, approved condominium units and approved structures referred to as zero lot line or patio homes. By the latter terms is meant a structure housing two separate family units divided by a common party wall. Each unit owner holds fee title to the land upon which the separate unit is located. The two units separately owned and joined by common party wall may be subject to a written agreement pertaining to its use, maintenance, replacement and other incidental covenants between the separate owners.

To the extent lots are not used for residential purposes, provisions of Paragraphs (3) and (4) of the Restrictive Covenants shall not be applicable.

II. Paragraph (2) is hereby amended by deleting the current Paragraph (2) and substituting the following:

(2) ARCHITECTURAL CONTROL

No residence, garage, fence, wall, or other structure, including satellite disks, shall be erected, nor shall any addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, plan and location of such structure shall have been submitted to and approved in writing by a committee made up of the partners of Partnership, its successors or assigns, and the President or designated representative of the Homeowners Association, if any. In the event such committee fails to approve or disapprove such design and location within ten (10) days after the plans and specifications have been submitted to them, such plans and specifications shall be deemed approved and said covenant will be deemed to have been fully complied with. As soon as a dwelling or structure has been built on every lot in said Addition, or in any event no later than September 30, 1996, the requirements of this specific covenant shall expire and shall be null and void, and of no further force and effect.

III. Paragraph (3) (b) is hereby amended by deleting the current paragraph (3) (b) and substituting the following:

(b) The ground floor area of any one family dwelling in Oxbow Country Club and Estates, exclusive of porches and garages, shall not be less than 1,600 square feet with a single story structure, less than 900 square feet if a two story structure, less than 1,000 square feet if a one and one-half story structure, less than 1,100 square feet if a bilevel or duplex (patio home) structure, or less than 1,800 square feet of above ground floor area if a split level. The ground floor area of any condominium in Oxbow Country Club and Estates, exclusive of porches and garages, shall not be less than 900 square feet if a single story structure, or less than 700 square feet if a one and one-half or two story structure. Each residential unit shall include an extrol pressure tank with a minimum capacity of thirty (30) gallons.

IV. Paragraph (3) (c) is hereby amended by deleting the current Paragraph (3) (c) and substituting the following:

(c) No structure shall be located on any plot which has an area of less than 13,000 square feet or a width of less than 44 feet at the front lot line. In the instance of a zero lot line or patio home, each separate unit shall not be located on any plot which has an area of less than 9,500 square feet. Platted lots may be subdivided to accommodate the zero lot line or patio homes, but shall not be subdivided to accommodate detached single family dwellings. All other terms and conditions of this Dedication and Declaration with regard to side lot line clearances and set-back clearances shall be effective against zero lot line or patio homes.

V. Paragraph (4) (e) is amended by adding the following:

(e) Notwithstanding the above, certain lots shall be subject to a minimum setback distance of fifteen feet (15') because they border on the Red River of the North. The lots subject to this minimum are Lots 55-72 and Lots 122-139. The setback established for each such lot shall be the maximum distance which allows the construction of a structure within sound engineering and construction practices, but in no event shall the setback be required to be greater than as provided in subparagraphs (a) or (b) above.

VI. Paragraph (10) is amended by adding thereto the following paragraph:

Any variance from these restrictive covenants may be effected if approved by the Association, or if a city is formed, by the governing body of such city, and by the owners of all lots within three hundred feet (300') of the lot on which the variance is sought.

All other Restrictive Covenants as previously dedicated and declared by the document dated October 1, 1976, shall remain in full force and effect for the term provided in such Covenants.

OXBOW COUNTRY CLUB AND ESTATES,
a North Dakota Partnership

By: W.M. Swanston
Partner

OXBOW HOMEOWNER'S ASSOCIATION

By: Ralph M. Peterson
Its: Pres.
By: Jane J. Mattson
Its: Secretary

STATE OF NORTH DAKOTA)
COUNTY OF CASS)ss.

The foregoing instrument was acknowledged before me this 30th day of October, 1987, by Wm. Swanston Partner, on behalf of OXBOW COUNTRY CLUB AND ESTATES, a North Dakota Partnership.

(NOTARIAL SEAL)
PUBLIC

Robert T. Chambers
NOTARY PUBLIC
Cass County, North Dakota
My Commission Expires:

ROBERT T. CHAMBERS
Notary Public, State of North Dakota
My Commission Expires May 21, 1992
STATE OF NORTH DAKOTA
NOTARY PUBLIC SEAL

STATE OF NORTH DAKOTA)
COUNTY OF CASS)ss.

The foregoing instrument was acknowledged before me this 30th day of October, 1987, by Ralph M. Peterson, its President, and Jane Mattson, its Secretary, of HOMEOWNER'S ASSOCIATION, an unincorporated association, on behalf of the Association.

(NOTARIAL SEAL)
CASS COUNTY, N.D.
10-21-87

Robert T. Chambers
NOTARY PUBLIC
Cass County, North Dakota
My Commission Expires:

ROBERT T. CHAMBERS
Notary Public, State of North Dakota
My Commission Expires May 21, 1992
STATE OF NORTH DAKOTA
NOTARY PUBLIC SEAL

DOCUMENT NO. 678164

RECORDING FEE *11.00 chg.*

STATE OF NORTH DAKOTA }
COUNTY OF CASS } SS.
REGISTER'S OFFICE

I hereby certify that the within instrument was filed in this office for record

on NOV 5- '87

at 8:31 o'clock A M and was duly

recorded as Doc. No. 678164

Deanna Perovich
REGISTER OF DEEDS

By *Deanna Perovich* Deputy

Nilles, Hansen & Davies, LTD.
P. O. Box 2626
Fargo, N. Dak. 58108