



DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made and entered into this 7th day of September, 2000, by Donna M. Richards, a single person, whose post office address is 2825 - 24th Avenue SW, Fargo, North Dakota 58103 (hereinafter referred to as either "Owner" or "Declarant").

WITNESSETH:

WHEREAS, the undersigned Donna M. Richards, also referred to as the Declarant, is the Owner of the following real property in the County of Cass and the State of North Dakota, described as follows:

The Northwest Quarter (NW¼) of Section 12, Township 141 North, Range 50 West of the Fifth Principal Meridian, Cass County, North Dakota, EXCEPT the following four tracts of land described as follows: EXCEPTED TRACT I: Beginning at the Northwest corner of said Section 12, thence South 00°00'00" East along the West line of said Section 12 a distance of 333.87 feet; thence North 90°00'00" East a distance of 258.00 feet to the True Point of Beginning; thence South 00°00'00" East a distance of 183.83 feet; thence North 90°00'00" East a distance of 301.22 feet; thence North 40°11'39" West a distance of 219.75 feet to a point of intersection with the arc of a circular curve whose radius is 70.00 feet; thence Southwesterly along said circular curve a distance of 49.11 feet to a point of intersection with a line whose bearing is North 74°07'01" West and passes through the True Point of Beginning; thence North 74°07'01" West along said line a distance of 118.75 feet, more or less, to the True Point of Beginning; EXCEPTED TRACT II: Beginning at the Northwest corner of said Section 12, thence South 00°00'00" East along the West line of said Section 12 a distance of 517.70 feet; thence North 90°00'00" East a distance of 559.22 feet to the True Point of Beginning; thence North 90°00'00" East a distance of 120.00 feet; thence North 00°00'00" East parallel to said West Section line a distance of 221.33 feet; thence North 90°00'00" West a distance of 237.00 feet to a point of intersection with the arc of a circular curve whose radius is 70.00 feet; thence Southwesterly along said circular curve a distance of 60.85 feet to a point of intersection with a line that passes through the True Point of Beginning and has a bearing of North 40°11'39" West; thence South 40°11'39" East along said line a distance of 219.75 feet, more or less, to the True Point of Beginning; EXCEPTED TRACT III: Beginning at the Northwest corner of said Section 12, thence South 00°00'00" East along the West line of said Section 12 a distance of 333.87 feet to the True Point of Beginning; thence South 00°00'00" East along the West line of said Section 12 a distance of 183.83 feet; thence North 90°00'00" East



a distance of 258.00 feet; thence North 00°00'00" East parallel to the West line of said Section 12 a distance of 183.83 feet; thence North 90°00'00" West a distance of 258.00 feet, more or less, to the True Point of Beginning; EXCEPTED TRACT IV: Auditor's Lot 1 of said Northwest Quarter (NW¼) of Section 12, Township 141 North, Range 50 West of the Fifth Principal Meridian, Cass County, North Dakota.

WHEREAS, the Donna M. Richards desire to create certain covenants and restrictions applying to the above-described real property and providing for easements and other restrictions as contained therein;

WHEREAS, the Declarant desires to reserve the right and privilege to subject additional platted or subdivided real property to the provisions of this Declaration of Covenants and Restrictions;

WHEREAS, Declarant or Richards' Holdings, LLC, a North Dakota limited liability company, as the successor or assignee of the Declarant, has executed or will execute one or more subdivision plats of various parts or portions of the above-described real property and by virtue thereof will dedicate to the public all streets, avenues, roads, drives and lanes as shown on said subdivision plat or plats for the use of the public for street or road purposes, reserving to the Declarant, her successors and assigns, and to Richards' Holdings, LLC, a North Dakota limited liability company, easements and common areas as indicated on said subdivision plat or plats for the location of utilities, and the common area facilities, and in addition thereto, the easements specifically set forth herein; and

WHEREAS, Declarant or Richards' Holdings, LLC, as the successor or assignee of the Declarant, has caused or will cause to be incorporated, Richards Subdivision Association, under the laws of the State of North Dakota, as a non-profit corporation, to which are assigned the powers and duties of operating, maintaining, administering and improving the common areas and enforcing the



covenants and restrictions on common areas and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Declarant and Richards' Holdings, LLC, as successor or assignee of the Declarant, desires and intends to plat and subdivide the above-described real property and to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all such subdivided or platted property and the future Owners of said subdivided or platted property;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to the following covenants, restrictions and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, said covenants, conditions and restrictions described as follows:

1. **Subdivision and Platting.**

The Declarant, Donna M. Richards, or Richards' Holdings, LLC, a North Dakota limited liability company, as successor or assignee of the Declarant, do hereby expressly reserve the right to divide or subdivide the above-described real property into one or more subdivisions, and all such platted or subdivided real property shall be subject to the provisions of this Declaration of Covenants and Restrictions.

2. **Land Use and Building Type.**

All of the individual subdivided tracts or parcels and lots contained within such subdivided tracts or parcels shall be known, and restrict in use solely as residential



property and shall be restricted to use as single-family residential property. Any portion of the above-described real property prior to subdivision or platting, shall continue to be used and operated for agricultural and similar purposes. This restriction shall not apply to subdivided Lots which are designated as a park, recreational facility or other common area.

3. **Building or Dwelling Quality, Size, Location and Lot Size.**

- a. All platted or subdivided Lots with respect to all of the real property described herein shall have a minimum of 15,000 square feet, except for any platted or subdivided Lot designated as a park, recreational facility or other common area, if any. After subdivision and platting, no platted Lot shall be split, divided or reduced in size, except the Declarant or Richards' Holdings, LLC, as successor or assignee of the Declarant, shall have the right to change or alter Lot size by approval through the re-platting process.
- b. No building shall be erected on any subdivided or platted Lot unless the design, location, materials and workmanship are in harmony with existing structures and locations and do not violate any restrictive covenants. To protect this covenant, no building shall be erected on any Lot unless the design thereof has been approved by the Declarant, or by Richards' Holdings, LLC, as successor or assignee of the Declarant, or by their authorized agents. Plans and specifications must be submitted to said Declarant or Richards' Holdings, LLC, and approval obtained thereof. An Affidavit executed by said Declarant or Richards' Holdings, LLC, or their agents, approving said



plans shall have the effect of satisfying said requirement and releasing said Lot from the conditions set forth in this paragraph.

- c. The ground floor area of any single-family residential dwelling located on a subdivided or platted Lot, exclusive of porches and garages, shall be not less than 1,150 square feet if a single-story structure, or less than 950 square feet in the case of a one and one-half (1½) or two-story structure. No single-family residential dwelling shall exceed two and one-half (2½) stories in height. In the case of a split-level design, the encompassing floors must have a square footage of not less than 1,150 square feet. A bi-level design must have 950 square feet per floor.
- d. No single-family residential Lot shall be resubdivided into building plots

4. **General Requirements.**

- a. The buildings erected on subdivided or platted Lots shall conform to the building codes of the City of Argusville and to many other municipality or political subdivision having zoning or subdivision authority with respect to such platted or subdivided Lots.
- b. No trailer, basement, tent, shack, garage, barn or other out building erected on any subdivided or platted Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
- c. No trailer, tent, barn or other out building shall be permitted or allowed to be constructed on any subdivided or platted Lot, except as otherwise expressly

permitted herein or as approved by the Declarant to Richards' Holdings, LLC, as successor or assignee of the Declarant.

- d. No house or structure shall (unless it be a manufactured home pre-approved by the Declarant) be moved in or on any single-family residential subdivided or platted Lot and no structure, when once erected, shall be at any time altered or changed so as to permit its use in any manner in violation of these restrictions. Any outside storage building must have the same finished exterior as the house or dwelling on any Lot. Any outside storage building shall not be larger than 30 feet by 40 feet in length and width, and shall not exceed the height of 14 feet at the peak or top of the roof.
- e. No noxious or offensive trade or activity shall be carried on upon any subdivided or platted Lot, nor shall anything be done which is an annoyance or nuisance to the neighborhood. A business or professional activity shall be permitted if conducted in the rooms of the dwelling and if said activity does not involve shopkeeping, unpleasant odors, unpleasant noises, storage of materials outside of the dwelling or garages, trucking, or any public or private nuisance.
- f. No animals, livestock or poultry of any kind shall be raised, bred or kept on any subdivided or platted Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Any permitted household pets shall not be permitted to roam at large and must be under leash and kept on the owner's property.



- g. No basement without above ground structure shall be resided in and a dwelling shall not be occupied unless and until the entire dwelling has been erected.
- h. All Lots shall be graded to the finish grade elevations determined by the zoning rules and regulation and subdivision regulations of the City of Argusville, and by the City of Argusville City Engineer, said elevations shall be maintained to insure proper drainage of each Lot. The minimum recommended finished ground grade on all residential houses and the elevation of all window wells along with any other basement openings shall comply with all zoning and subdivision regulations, and are subject to approval by the Declarant or Richards' Holdings, LLC, as successor or assignee of the Declarant.
- i. No signs of any kind shall be displayed on any subdivided or platted Lot, except a name and address sign, one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during its construction and sales. Exemption from this covenant is granted to the developer, to Richards' Holdings, LLC, and their specified agents. The design of any such name and address sign or professional sign must be approved in advance by the developer, Richards' Holdings, LLC, and their specified agents. Richards' Holdings, LLC, and their specified agents shall determine the location, color, size, design, lettering and all other particulars



of all mail or paper delivery boxes and the standards and brackets and name signs for such boxes.

- j. No subdivided or platted Lots shall be used or maintained as a dumping ground for rubbish or for the storage of rubbish or 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. Trash, garbage or other wastes shall be kept in sanitary containers and walled in to conceal them from the view of neighboring lots, roads or streets. Any tanks for use in connection with any residence constructed on such premises, including tanks for storage of fuels, must be buried or walled in sufficiently to conceal them from the view of neighboring lots, roads or streets. Plans for all enclosures of this nature must be approved by the developer, Richards' Holdings, LLC, and their specified agents, prior to construction. Firewood shall be kept stacked and out of the front yard.
- k. No unsightly piles of dirt, lumber or other materials shall be maintained on any subdivided or platted Lot except during construction, and then refuse must be kept in containers.
- l. Upon construction of a home or residence on any subdivided or platted Lot, the Owner of such Lot shall be required to plant and maintain six (6) trees of



3½ inch diameter, which are planted and located on such Lot prior to occupancy.

- m. Upon construction of a home or residence on any subdivided or platted Lot, the front yard shall either be sodded or an underground irrigation system with planted grass shall be completed prior to occupancy.
- n. Any house, garage or other main buildings located on a subdivided or platted Lot shall have a side yard setback requirement of 15 feet from both side yard lot lines and 15 feet from the back yard lot line, and shall have a front yard setback requirement of 40 feet from the front yard lot line. Any fences or fence structures, any paving or other out buildings located or constructed on any subdivided or platted Lot shall have a side yard and back yard setback requirement of 10 feet from any side yard or back yard lot line and 40 feet from the front yard lot line, except this front yard setback requirement shall not apply to driveways or sidewalks connecting with the street. The planting of trees shall have a setback requirement of 10 feet from both side yard lot lines and 10 feet from the back yard lot line and the front yard lot line. All fences or fence structures shall have at least one (1) free span gate of at least 10 feet in width (with no center post or other obstruction in the 10 foot free span) for access and maintenance purposes.
- o. All boats, trailers, snow mobiles, motor homes or other motorized vehicle, machinery or equipment shall be parked, located or stored in enclosed areas,



and shall not be parked, located or stored in or on any subdivided or platted lot or street or road adjacent thereto for more than 14 consecutive days.

5. Easements.

- a. A perpetual easement for installation and maintenance of utilities, including water, electrical, natural gas, telephone and television or communication cables, and drainage facilities, is reserved and granted over, across and under all subdivided or platted Lots as shown on the recorded Plat and the 10-foot strip bordering any platted street, including sewer and water and storm sewer easements as shown on any recorded Plat. 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, obstruct or retard the flow of water through drainage channels. The easement area of each lot and all improvements shall be maintained by the lot Owner except for improvements for which a public authority or utility company is responsible.
- b. Above-ground telephone, cable television or other communication distribution and service lines shall be prohibited except during emergencies or repairs.
- c. The Declarant or Richards' Holdings, LLC, as successor or as assignee of Declarant, shall be responsible for placement of storm water culverts for driveway and driveway access purposes and the individual Owners of subdivided or platted Lots shall not place a second storm water culvert or



move or relocate any storm water culvert placed by the Declarant or by Richards' Holdings, LLC, as successor or as assignee of Declarant.

- d. The Declarant or Richards' Holdings, LLC, as successor or as assignee of Declarant, shall control rear yard drainage on subdivided or platted Lots and shall set and establish rear yard grades for drainage purposes and shall be responsible for the cost of establishing rear yard drainage grades on platted and subdivided Lots. The Declarant or Richards' Holdings, LLC, as successor or as assignee of Declarant, shall have the right to re-grade rear yards of subdivided or platted Lots for drainage purposes and the right to fix or repair any necessary rear yard drainage grades at the expense of the Declarant or Richards' Holdings, LLC, as successor or as assignee of Declarant. The Declarant or Richards' Holdings, LLC, as successor or as assignee of Declarant, shall have an easement or right of access for purposes of grading and maintaining rear yard drainage on all subdivided or platted Lots, and such easement and right of access shall be permanent and perpetual and shall run with the land with respect to any subdivided or platted Lot. The individual Owners of subdivided or platted lots shall not interfere with existing or establish drains and shall not block, fill, move or relocate any drains or drainage facilities, in order to provide continued drainage of adjoining property. The Declarant or Richards' Holdings, LLC, as successor or as assignee of Declarant, have the right to assign to Richards Subdivision Association the above-described easement or right of access for purposes of



- grading and maintaining rear year drainage, which assignment may include all or any portion of subdivided or platted Lots, and Richards Subdivision Association shall have the right and power to establish assessments against subdivided and platted Lots for payment of the costs of maintenance for drainage purposes.
- e. The Declarant or Richards' Holdings, LLC, as successor or as assignee of Declarant, shall have the right to clean front yard culverts or drains and shall have the right to establish and maintain slopes or grades for front yards of all subdivided or platted Lots for the purpose of maintaining property drainage, and Declarant or Richards' Holdings, LLC, as successor or as assignee of Declarant, shall have a permanent or perpetual easement or right of way access for purposes of maintaining the grade or slope of front yards of platted or subdivided Lots for drainage purposes, and this permanent or perpetual easement or right of way may be assigned to Richards Subdivision Association.
 - f. The Declarant or Richards' Holdings, LLC, as successor or as assignee of Declarant, shall have a permanent and perpetual easement and right of way for access purposes to construct and maintain any required flood control berms for flood control purposes upon or over any subdivided or platted Lot, which permanent perpetual easement and right of way may be assigned to Richards Subdivision Association. The cost of maintenance, but not including the cost of original construction, of any such flood control berm



and the cost of mowing and future maintenance of any such flood control berm shall be assessed by Richards Subdivision Association against subdivided and platted Lots.

6. **Richards Subdivision Association.**

- a. Richards Subdivision Association shall have the right to control and maintain common areas including parks, bike trails, and recreational facilities, if any, as established by subdivision or platting of all or any portion of the above-described real property. The Association shall have the right and power to establish assessments against subdivided and platted Lots for development and maintenance of common areas. The Association shall have the right and power of assessment of fees or charges against subdivided and platted Lots for the cost and expense of spraying for mosquitoes and other mosquito or pest control with respect to platted or subdivided Lots and other necessary surrounding real property for purposes of mosquito and pest control. The Association shall have a perpetual and permanent easement and right of way for access for the purpose of spraying of subdivided and platted Lots for mosquito and pest control, including spraying by an employee or agent of the Association. Richards' Holdings, LLC, its successors or assigns, shall be the contractor for spraying and pest control, as well as the contractor for mowing and maintaining flood control berms for flood control protection, unless changed by a vote of two-thirds (2/3) of all of the Members.



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of the Association who are voting in person or by proxy at a meeting d
called for this purpose.

- b. The Association shall have the right and power for assessing fees or char
against subdivided and platted Lots for the purpose of mowing ;
maintaining flood control berms for flood control protection with respec
subdivided and platted Lots, and the Association shall have the right ;
power for assessing fees or charges against subdivided and platted Lots
the purpose of maintenance of rear yard drainage grades on all subdivided
platted Lots. The Association shall have the right and power for assess
fees or charges against subdivided and platted Lots for the purpose
cleaning and maintaining front yard culverts or drains and for maintain
slopes or grades of front yards of platted or subdivided Lots for drain
purposes.
- c. "Association" shall mean and refer to Richards Subdivision Association,
successors and assigns. "Owner" shall mean and refer to the record Own
whether or more persons or entities, of a fee simple title to any subdivided
platted Lot which is a portion of the above-described real property, includ
contract purchasers, but excluding those having such interest merely
security for performance of an obligation. "Common Area" shall mean ;
refer to those areas of land shown on any recorded subdivision plat of a p
or portion of the above-described real property, and improvements there



which are intended to be devoted to the common use and enjoyment of Owners of subdivided or platted Lots.

d. Every Owner of a subdivided or platted Lot shall have a right of easement and of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every subdivided or platted Lot, subject to the following provisions:

- (1) the right of the Association to assess fees or charges for the development and maintenance of common areas, including fees for the use of any recreational facility situated upon Common Areas;
- (1) the right of the Association to suspend the voting the rights and the right of use of recreational facilities by an Owner for any period during which any assessment against the Owner's subdivided or platted Lot remains unpaid;
- (3) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by a two-thirds (2/3) majority of the Owners; and
- (4) any Owner of a subdivided or platted Lot may delegate the right to use and enjoy Common Areas and facilities to members of his family, his tenants or other parties residing on subdivided or platted Lots.

e. Every person or entity who is a record Owner of a fee or undivided fee interest in any subdivided or platted Lot which is subject to the terms and



conditions of this Declaration of Covenants and Restrictions shall be mandatory Member of the Association. Each and every Lot owner, in accepting a deed or contract for deed for any Lot in such premises, agrees to be a member of and be subject to the obligations and duly enacted bylaws and rules of the Association. Persons or entities who hold an interest merely as security for the performance of an obligation are not Members of the Association. All Members of the Richards Subdivision Association shall be governed and controlled by the Articles of Incorporation and the Bylaws thereof.

- f. The Owners of subdivided or platted Lots, whether one or more of such subdivisions or additions with respect to the above-described real property covered by this Declaration of Covenants and Restrictions, shall each be entitled to one vote for each such subdivided or platted Lot owned. The total number of votes shall be the total number of subdivided or platted Lots.
- g. Every Owner of a subdivided or platted Lot shall have a right of easement and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every subdivided or platted Lot, and every Member of the Association shall have a right of enjoyment in the Common Areas. The Association shall have the right to establish reasonable rules for the use of the Common Areas and the Association shall have the right to establish and assess fees or charges against platted and subdivided Lots for the construction, operation and maintenance of Common Areas, and as



otherwise specifically set forth in the terms of this Declaration of Covenants and Restrictions. The Association shall have the right to suspend the right of an Owner or Member to use Common Areas and facilities for any failure to pay assessments or fees or for infractions of rules and regulations of the Association, and such suspension for failure to pay assessments or fees shall, in the discretion of the Association, continue until such time as assessments or fees have been paid in full.

- h. The right of the Association to mortgage any or all of the Common Areas or facilities for the purposes of improvements or repair to Association Common Areas or facilities shall be subject to the approval of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose.
- i. Title to Common Areas shall remain in the Declarant or Richards' Holdings, LLC, as successor or as assignee of Declarant, until such time as the Declarant or Richards' Holdings, LLC, shall assign or convey legal title to the Association. Declarant or Richards' Holdings, LLC, shall be required to convey legal title to the Common Areas to the Association when and after all subdivided or platted Lots have been sold or transferred by the Declarant or Richards' Holdings, LLC.
- j. The maximum annual assessment or charge against any subdivided or platted Lot by the Association shall be \$600 per Lot, unless this maximum annual charge or assessment is increased by a vote of two-thirds (2/3) of all of the



Members who are voting in person or by proxy at a meeting duly called for this purpose. The Boards of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum annual assessment. Such annual assessment or charge shall include payment for spraying for mosquito and pest control, and Richards' Holdings, LLC, its successors and assigns, shall be the contractor for such spraying unless changed by a two-thirds (2/3) vote of all of the Members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

- k. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, as special assessment applicable to that year only for the purpose of paying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds (2/3) of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for this purpose. Both annual and special assessments must be fixed a uniform rate for all subdivided and platted Lots and may be collected on a monthly basis.
- l. Written notice of any meeting called for the above-described purposes of special assessments for a capital improvements, conveyance or transfer of Common Areas, mortgaging of Common Areas, mortgaging or granting a security interest in Common Areas, or increasing the maximum annual



assessment shall be sent to all Members of the Association not less than 30 days or no more than 60 days in advance of the meeting. The presence of Members of the Association or of proxies entitled to cast fifty percent (50%) of all voting rights of Members of the Association is required to constitute a quorum. If the required quorum is not present, another meeting shall be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

- m. The annual assessments provided for herein shall commence as to all subdivided and platted Lots on the first day of the month following the approval of such assessment by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each subdivided or platted Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner of a platted or subdivided Lot subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified platted or subdivided Lot has been paid. A properly executed certificate of the Association as to the status of



assessments on a subdivided or platted Lot is binding upon the Association as of the date of its issuance.

- n. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the platted or subdivided Lot of the Owner. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of the Owner's subdivided or platted Lot. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage upon a subdivided or platted Lot. Sale or transfer of any subdivided or platted Lot shall not affect the assessment lien. However, the sale or transfer of any subdivided or platted Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to the sale or transfer. No sale or transfer of a subdivided or platted Lot shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

7. **Oil and Mining Operations.**

No oil drilling, quarrying or mining operations of any kind shall be permitted upon or in any subdivided or platted Lot, nor shall oil wells, general excavations or shafts be permitted upon any subdivided or platted Lots. No derrick or other structures



designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any subdivided or platted Lot.

8. **Term and Amendment.**

These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time, the covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by two-thirds (2/3) of the then Owners of all subdivided and platted Lots has been recorded agreeing to change the covenants in all or in part. This Declaration may be amended at any time by an instrument signed by not less than two-thirds (2/3) of the then Owners of all subdivided and platted Lots. Any such amendment must be recorded in the office of the Register of Deeds of Cass County, North Dakota.

9. **Annexation.**

- a. The platting or subdivision of any part or portion of the above-described real property covered by this Declaration of Covenants and Restrictions shall be subject to said Declaration of Covenants and Restrictions and any such future subdivision or platting, whether one or more, shall be subject to the terms and conditions of this Declaration of Covenants and Restrictions.
- b. The Declarant or Richards' Holdings, LLC, as successor or as assignee of Declarant, or any successor or assignee owning or holding title to the unplatted or non-subdivided part or portion of the above-described real property, shall have the unilateral right, privilege and option at any time to



subject additional platted and subdivided real property to the provisions of this Declaration of Covenants and Restrictions by filing for record in the office of the Register of Deeds of Cass County, North Dakota, any necessary supplementary declaration with respect to the additional property being annexed and made subject to this Declaration of Covenants and Restrictions. Any such annexation shall be in effect from and after the filing for record of such supplemental declaration or annexation unless otherwise provided therein.

- c. The rights reserved onto the Owner, Declarant or Richards' Holdings, LLC, as successor or as assignee of Declarant, or other successor or assigns of said Declarant or Richards' Holdings, LLC, shall not impose and shall not be implied or construed so as to impose any obligation upon the Owner or Declarant to subdivide or plat any additional portions of the real property described in this document. The above-described supplementary declaration with respect to additional property being annexed under this provision may also include certain additional restrictions, covenants and conditions with respect to such additional property being annexed, which additional conditions and covenants will not be in conflict with the terms and conditions of this Declaration of Covenants and Restrictions.

10. **Enforcement and Assignment.**

The restrictions and provisions of this Declaration of Covenants and Restrictions shall run with the land and bind the present owners, their heirs, executors, administrators and assigns, and all parties claiming by, through or under them, and



with each of them to conform to and observe said restrictions and conditions as to the use of said Lots and the construction of improvements thereon. Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. Failure to enforce any of the covenants shall not be a waiver of the restriction or the right to do so thereafter. Declarant or Richards' Holdings, LLC, a North Dakota limited liability company, as the successor or assignee of the Declarant, also referred to as the developer, shall have the right to grant and convey all their rights to enforce these covenants, conditions, reservations and restrictions to Richards Subdivision Association at such time as in the sole judgment of the Declarant or Richards' Holdings, LLC, as the successor or assignee of the Declarant, the Association is ready to undertake the obligations of enforcing such conditions and restrictions. Upon such conveyance and grant, the Association shall have and shall succeed to all rights and duties with the same powers as if the Association had been named as developer herein.

Declarant or Richards' Holdings, LLC, as the successor or assignee of the Declarant, may assign and turn over to Richards Subdivision Association, with respect to all or any portion of subdivided or platted Lots, the rights and obligations of Declarant or Richards' Holdings, LLC, with respect to maintenance for drainage purposes, the right to re-grade or repair for drainage purposes, easements or rights of access for purposes of grading and maintaining drainage, easements or rights of way for access purposes for maintaining the grade or slope of front yards, easements and rights of access for purposes of maintaining any required flood control berms for flood control



purposes, any rights of control and maintenance of common areas and any rights for spraying and pest control as well as mowing and maintaining flood control berms. Any such assignment or partial assignment may be limited or restricted to certain described subdivided or platted Lots and may exclude or except other subdivided or platted Lots.

11. **Severability.**

Invalidation of any one of these covenants, restrictions or conditions by judgment or by court order shall not affect any of the other provisions which shall remain in full force and effect.

Dated this 7th day of September, 2000.


Donna M. Richards

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

On this 7th day of September, 2000, before me, a Notary Public in and for said County and State, personally appeared Donna M. Richards, a single person, who executed the within and foregoing instrument and acknowledged to me that she executed the same.




Notary Public, Cass County, ND
My Commission Expires:

DAVID L. WANNER
Notary Public, State of North Dakota
My Commission Expires Oct. 13, 2001
STATE OF NORTH DAKOTA
NOTARY PUBLIC SEAL