



DECLARATION OF RESTRICTIVE COVENANTS
COUNTY LINE INDUSTRIAL PARK

WHEREAS, "County Line Industrial Park", a subdivision located in Lots 7, 8, 9 and 10, of Section 4, Township 140 North, Range 96 West, in Stark County, North Dakota (the "subdivision"), has been duly platted; and

WHEREAS, To obtain benefit for all of the present and future owners of the lots in the subdivision, and to develop a uniform development plan, it is desired to place certain restrictions on the subdivision which run with the land.

NOW, THEREFORE, it is stipulated by the undersigned owner and developer of the subdivision, prior to the sale of any lot, that all lots in the subdivision shall be subject to the following restrictive covenants:

1. PERSONS SUBJECT TO RESTRICTIONS

All owners of real estate within the subdivision, their heirs, administrators, executors, lessees, successors and assigns receiving any interest in and to the real estate, as well as any other occupants of real estate within the subdivision, are subject to these restrictions, whether by deed, lease or otherwise, must conform to the restrictions set forth herein.

2. SETBACK REQUIREMENTS

In all cases, buildings shall be set back a minimum of 30 feet from street right-of-ways. Sideyard setbacks and rear setbacks will be a minimum of 25 feet.

3. SIGNS AND BILLBOARDS

The construction and maintenance of signs, billboards or advertising structures within the subdivision is prohibited, except those signs identifying the name, business, and products of the owner or lessee occupying the real estate shall be permitted. Further, signs advertising real estate within the subdivision "for sale" are permitted. All permitted signs shall be of reasonable and customary size and not unreasonably impact other real estate within the subdivision. No sign shall be located on or extend over the public right of way.

4. UNDERGROUND UTILITIES AND SEPTIC/SEWER SYSTEMS

All utilities shall be located underground within the subdivision. This includes electric, water, sewer, telephone and cable lines. Meters for electricity, natural gas, water or other measurable utility shall not be located within the public right of way. All sewer and septic systems constructed and maintained within the subdivision must meet all applicable regulations and laws governing sewer and septic systems.

5. PUBLIC RIGHT OF WAYS

All owners and occupants of real estate within the subdivision must make reasonable efforts to keep mud and other debris from being deposited on roads within the subdivision. No parking is permitted on public roads within the subdivision.



6. LIGHTING

All lighting shall be directed away from adjacent lots and shall be positioned to eliminate glare on public right of ways. No permanent neon lights, intermittent or flashing lights shall be allowed. Only shaded light sources shall be used to illuminate signs, buildings, parking and loading areas.

7. DRILLING AND MINING

No well or mine for the production of, or from which there may be produced, oil, gas, coal, gravel, sand or any mineral or natural resource, shall be drilled or operated within the subdivision with the exception of lots 1 and 2 in Block 1.

8. ANIMALS

No animals, livestock, or poultry of any kind shall be raised, bred, or kept within the subdivision. Dogs and cats are permitted within reason provided they are not a nuisance and confined to their owner's property.

9. MAINTENANCE

Each owner within the subdivision shall keep its buildings, improvements and appurtenances in a safe, clean and maintained condition, and shall comply in all respects with all governmental statutes, ordinances, regulations, health, police and fire requirements. Each owner, tenant or occupant shall remove, at its own expense, any rubbish or trash of any character that may accumulate on its lot. Rubbish, trash, garbage, or storage or disposal of such materials, shall be kept only in a sanitary condition and shall be screened from public view. Rubbish and trash shall not be disposed of by burning in open fires.

10. NOISE, ODOR, VIBRATION, SMOKE

No use is allowed outside the limits of applicable use and zoning ordinances by reason of noise, odor, vibration, dust, smoke or other hazardous nature of operation, or which unreasonably negatively impacts the other occupants within the subdivision.

11. AMENDMENTS

The restrictive covenants contained herein may be amended in whole or in part at any time by an instrument executed by the owners of lots or tracts representing at least 75% of the total square footage in the subdivision, and which amendments are duly acknowledged and recorded in the Office of the Recorder of Stark County, North Dakota. Such amendments shall take effect at the time of recording.

12. SEVERABILITY

Invalidation of any of these restrictive covenants by judgment or court order shall in no way affect any of the other provisions and covenants herein, which shall remain in full force and effect.

13. ENFORCEMENT

These restrictive covenants are enforceable by any owner within the subdivision. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or to recover damages. The prevailing party shall be entitled to

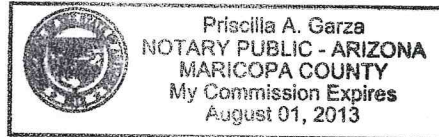
recover all expenses and costs, including reasonable attorneys' fees to be determined by the court. It is understood that while the lot owner or owners shall have the right to enforce these restrictive covenants, they are under no duty or obligation to enforce compliance with, or initiate any action to remedy any violations or threatened violations of these restrictive covenants. Failure by any lot owner or owners, or their representatives, heirs, successors or assigns to enforce any of the restrictive covenants herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, unless otherwise herein provided. Any violation of the terms of these restrictive covenants shall be promptly corrected by the violator.

Dated this 28th day of June, 2011.


NORTH PARK INDUSTRIAL, LLC


By Suzanne Medley, its President
and Secretary

STATE OF ARIZONA)
 : ss.
COUNTY OF Maricopa)



On this 28 day of June, 2011, before me, a Notary Public in and for said County and State personally appeared Suzanne Medley, to me known to be the President and Secretary of North Park Industrial, LLC, the owner of the property that is described herein and that executed the within and foregoing instrument and severally acknowledged to me that she executed the same.


_____, Notary Public
Maricopa County, _____
My Commission Expires: 8/1/2013



RETURN TO:
EBELTOFT SICKLER LAWYERS
PO BOX 1598
DICKINSON, ND 58602-1598

 DEPUTY RECORDER

