

DECLARATION OF RESTRICTIONS

The undersigned, **Crary Development, Inc.**, being the owner of the following described property located in the City of Grand Forks, County of Grand Forks, and State of North Dakota, the same being the real property now duly platted as **Lots 1 through 10, both inclusive, and Lots 12 through 15, Block 2, Crary's First Addition to the City of Grand Forks, North Dakota**, as such Plat is recorded in the Office of the County Recorder for the County of Grand Forks, and State of North Dakota, and designated as **Doc. No. 745167**, and

The undersigned, **Russel J. Crary and Lucy Crary, husband and wife**, being the owner of the following described property located in the City of Grand Forks, County of Grand Forks, and State of North Dakota, the same being the real property now duly platted as **Lot 11, Block 2, Crary's First Addition to the City of Grand Forks, North Dakota**, as such Plat is recorded in the Office of the County Recorder for the County of Grand Forks, and State of North Dakota, and designated as **Doc. No. 745167**, and

The undersigned, **Crary Development, Inc.** being the owner of the following described property located in the City of Grand Forks, County of Grand Forks, and State of North Dakota, the same being the real property now duly platted as **Lots 1 through 16, both inclusive, Block 1, Crary's Fourth Resubdivision to the City of Grand Forks, North Dakota**, as such Plat is recorded in the Office of the County Recorder for the County of Grand Forks, and State of North Dakota, and designated as **Doc. No. 755200**,

hereby make the following declaration as to limitations, restrictions and uses which the lots or tracts described above may be put, and hereby specify that such declaration shall constitute covenants to run with all of the land or any part thereof or interest therein, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on, all future owners of the property described herein, this Declaration of Restrictions being designed for the purpose of keeping the property described herein desirable, uniform and suitable in architectural design, and to insure the use of the property for attractive residential purposes and only to prevent nuisances, so as to prevent the impairment of the attractiveness of the property and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of his or her site than is necessary to insure the same advantages to the other site owners.

These Declarations of Restrictive Covenants shall be effective and commence as of the date of this instrument and shall continue until May 18, 2026, at which time said covenants shall be automatically extended for a successive period of ten (10) years unless before the expiration of said date, or the expiration of any said subsequent ten (10) year period, by written instrument acknowledged and recorded in the manner provided by law, the owners and encumbrancers of seventy-five percent (75%) of the area of the real estate hereinabove described shall declare the same to be terminated or modified in any manner.

Until such time as 100% of the Lots described herein are sold, Crary Development, Inc. reserves the right to modify these Declarations of Restrictive Covenants as to any Lots still owned by Crary Development, Inc.

1. Except as herein set forth, all real estate hereinabove described is "residential" and shall not be improved, used or occupied for other than private one-family residential purposes. No trailers, basements, tents, shacks, garages, barns or other out-buildings erected in the area hereinabove described at any time shall be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence. No structure shall be erected, altered, placed or permitted to remain on any residential plot other than one-single family dwelling and a private attached garage.

2. No garbage racks shall be permitted above the ground in front of the residence on said addition. All electric and cable television services shall be underground in said addition.

3. Fences on any of the said above-described premises shall be constructed of wood, lumber, brick, natural field stone or vinyl fencing. No fence shall be constructed on said premises of metal, wire, metal sheets, cement, blocks, plastic or fabrics. All fences shall be constructed by the land owner so that the support or frame of the fence faces towards the owner's lot. It will be the duty of any land owner who constructs a fence on said premises to keep said fence in good repair, including periodic staining or painting unless western redwood or cedar is left natural.

4. No signs, billboards, or advertising devices of any kind, except those used in any subsequent sale of the property conveyed, shall be placed or otherwise installed on any lot or building in said addition.

5. The restrictions set forth in this instrument shall operate as covenants running with the land for the benefit of any and all persons who now may own, or who may hereafter own **Lots 1 through 15, Block 2, both inclusive, Crary's First Addition and Lots 1 through 16, both inclusive, Block 1, Crary's Fourth Resubdivision to the City of Grand Forks, North Dakota**. Such persons are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them from any violation of such restrictions.

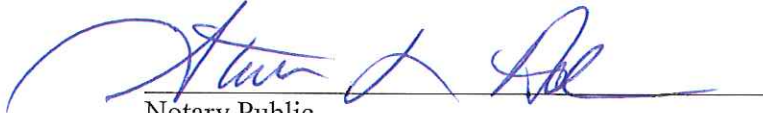
6. It is expressly understood and agreed that if any covenant or condition or restriction contained in this instrument, or any portion of any such covenant or condition or restriction, is held by a Court of competent jurisdiction to be invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction contained in this instrument.

7. No vehicles that are not in running order shall be stored or permitted to remain on said premises.

8. No businesses of any type shall be permitted to operate on the lots described herein.

STATE OF NORTH DAKOTA)
) ss
COUNTY OF GRAND FORKS)

On this 19th day of May, 2016, before me, a Notary Public, personally appeared **Russel J. Crary and Lucy Crary**, who are described in and who severally executed the within and foregoing instrument.



Notary Public
My Commission Expires:

