

Oxbow Country Club Lot Bid

Bidder Packet

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NOTICE OF INTENT TO SELL REAL PROPERTY
ADVERTISEMENT FOR BIDS

The Oxbow Country Club will accept sealed bids for the following lots in the City of Oxbow, North Dakota until January 15, 2023. Bids will be opened in private and the names of unsuccessful bids (bids not awarded a purchase agreement) will remain confidential among the governing board.

- Lot 1, Block 1, Oxbow 9th Addition
- Lot 2, Block 1, Oxbow 9th Addition
- Lot 3, Block 1, Oxbow 9th Addition
- Lot 4, Block 1, Oxbow 9th Addition

A Bid Package with a plat map showing the location of the lots to be sold, the form of purchase agreement and the form of deed to be given at closing are available at Oxbow Country Club, 40 Club House Drive, Oxbow, ND 58047. To obtain a digital copy of the bidding documents contact Sedi Halvorson, Oxbow Country Club General Manager, by phone at 701.588.4666 or by email at info@oxbowcc.com.

The bid must be accompanied by a certified check or cashier's check, as a deposit for the lot, in the amount 20% of the minimum bid price. The deposit will be returned to the bidder if the deposit is for an unsuccessful high bid for a lot. The successful bidder or bidders are expected to enter into a written purchase agreement for the purchase of the lot or lots to be purchased and close with 60 days of being notified of the successful bid. In the event the successful bidder does not enter in a written purchase agreement and close the transaction in accordance with the terms of the purchase agreement, the bid deposit will be retained by the Oxbow Country Club as liquidated damages. If a bidder wishes to bid on more than one lot but limit his/her purchase to one lot he/she may do so but designate the priority of the bid on each lot and the make the bid deposit in the amount of 20% of the highest bid.

The lots will be sold subject the following restriction:

This lot is subject to the Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges, to be recorded in the office of the Cass County Recorder with the Oxbow 9th Addition plat.

You are further advised that the property will be sold to the highest bidder if that person's bid is deemed sufficient by a majority of the members of the Oxbow Country Club. The approval of the winning bids are expected to occur by the Board on January 25, 2023.

All bids should be marked:

Oxbow Country Club Lot Bid

All bids should be mailed or delivered to:

Oxbow Country Club
c/o Tami Henke
40 Club House Drive
Oxbow, ND 58047

Instructions to Bidders – Oxbow Country Club Lot Bid

1. Bid Security

- a. A Bid must be accompanied by a Bid Deposit in the amount of 20% of the value of the lot being bid on.
- b. A Bid Deposit must be in the form of a certified check or cashier's check.
- c. If a Bidder wishes to bid on multiple lots, a Bid Deposit must be submitted for each lot unless the Bidder only intends to purchase one lot. In the event the Bidder bids on multiple lots but only intends to purchase one lot then the Bid Deposit must be in the amount of the highest bid deposit required.
- d. The Bid Deposit of the apparent successful Bidder will be retained until the Owner awards the Purchase Agreement to such Bidder, and such Bidder has executed and closed on the Real Property.
- e. The Bid Deposit of unsuccessful Bidders will be returned to the Bidder after the Owner has determined who the apparent successful Bidder is for each lot to be sold as part of this bid process.
- f. At closing, the Bid Deposit will be applied toward the payment of the Real Property.

2. Preparation of Bid

- a. The Bid Form is included with the Bidding Documents.
- b. The Bid Amount is the amount that the Bidder wishes to purchase the corresponding lot for.
- c. The Bid Deposit Amount is the amount of Bid Deposit for that corresponding bid and must be at least 20% of the Bid Amount.
- d. The Bidder Priority is the order of lots that are most desired by the Bidder. For instance, if the Bidder could be successful on multiple lots, the lot with the highest Bidder Priority (with 1 being the highest, and 4 being the lowest) would be the lot offered to that Bidder.
- e. If the Bidder chooses to bid on a single lot, the Bidder must fill in the Bid Amount and the Bid Deposit Amount on the same line as the lot which the Bidder chooses to submit a Bid. The Bidder must sign and date the Bid Form where indicated at the bottom of the form.
- f. If the Bidder chooses to bid on multiple lots, the Bidder must fill in the Bid Amount, Bid Deposit Amount, and Bidder Priority (1 being the highest priority, 2 being the next highest priority, and so on) for each lot that the Bidder chooses to submit a Bid on. The Bidder Priority ranking will be used to determine which lot to award to the apparent successful Bidder in the event that the Bidder could be the apparent successful Bidder on multiple lots.

3. Submittal of Bid

- a. Bidder shall fill out the Bid Form based on which lot(s) the Bidder wishes to submit a Bid and sign and date at the bottom of the form.
- b. Bidder shall include the Bid Deposit(s) with the Bid Form.
- c. The completed Bid Form and Bid Deposit(s) must be submitted in a sealed envelope to: Oxbow Country Club, c/o Tami Henke, 40 Club House Drive, Oxbow, ND 58047.

- d. A Bid shall be received no later than the close of business on the date and time prescribed and the envelope containing the Bid shall be marked "Oxbow Country Club Lot Bid".
- 4. Opening of Bids
 - a. Bids will be opened at the date and time prescribed in private.
 - b. Owner may have to make determination of apparent successful Bidder in the event that a Bidder could be the successful Bidder on multiple lots. In this case, the Owner will use the Bidder Priority to determine the lot to award to that Bidder.
- 5. Award of Purchase Agreement
 - a. Upon identification of the successful Bidder for each lot included in this bid process, the Owner will notify the successful Bidder and provide a purchase agreement for the appropriate lot which is expected to be executed and closed within 60 days of notification.
 - b. In the event that the 60-day timeframe is an issue for the successful Bidder, Bidder shall notify the Owner immediately.
- 6. Privacy Notice
 - a. Bidders shall be aware that names of unsuccessful bids (bids that are not awarded a purchase agreement) will remain confidential among the governing board.

Oxbow Land Development Code

https://www.oxbownd.com/vertical/sites/%7BDD465012-E334-4C29-9564-22B01754DAFA%7D/uploads/Oxbow_Land_Development_Code.pdf

Oxbow Country Club, Oxbow, ND, Real Property Sale

Bid Submittal Deadline: 1/15/2023

Bid Form

	Lot Address - Legal Description	Minimum Bid Amount	Bid Amount	Bid Deposit Amount	Bidder Priority
1	Lot 1, Block 1, Oxbow 9th Addition	\$250,000			
2	Lot 2, Block 1, Oxbow 9th Addition	\$250,000			
3	Lot 3, Block 1, Oxbow 9th Addition	\$300,000			
4	Lot 4, Block 1, Oxbow 9th Addition	\$300,000			

Total Number of Lots Bidder Wishes to Purchase

By signing below, Bidder acknowledges the following:

I am aware of the zoning, covenant, and deed restriction requirements that are included in the bidding information and/or advertisement for the lots.

Bidder Signature

Bidder Name (Please Print)

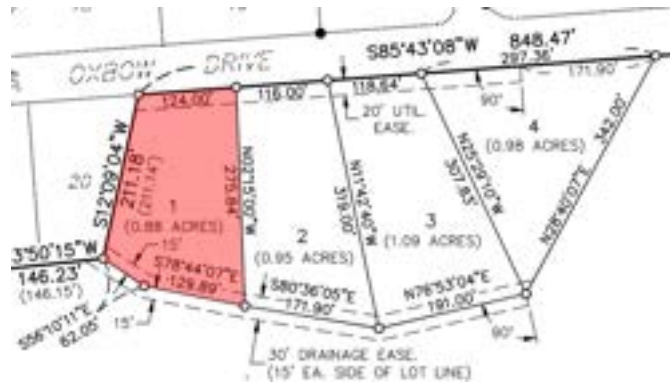
Date

Bidder Address

Bidder Phone Number

Lot Information Specification

Legal Description:	Lot 1, Block 1, Oxbow 9 th Addition
Lot Size:	0.88 acres
Zoning:	SFR-1 (Single Family Residential – 1)
Minimum Bid:	\$250,000
Current Special Assessments:	\$0
Minimum House Size:	Single Story – 2,500 ft ² Two Story – 3,000 ft ² (First Floor minimum of 1,500 ft ²)
Garage Requirement:	3 stall attached, minimum of 864 ft ²



Lot lines over aerial photo are approximate.

Lot Information Specification

Legal Description:	Lot 2, Block 1, Oxbow 9 th Addition
Lot Size:	0.95 acres
Zoning:	SFR-1 (Single Family Residential – 1)
Minimum Bid:	\$250,000
Current Special Assessments:	\$0
Minimum House Size:	Single Story – 2,500 ft ² Two Story – 3,000 ft ² (First Floor minimum of 1,500 ft ²)
Garage Requirement:	3 stall attached, minimum of 864 ft ²



Lot lines over aerial photo are approximate.

Lot Information Specification

Legal Description:	Lot 3, Block 1, Oxbow 9 th Addition
Lot Size:	1.09 acres
Zoning:	SFR-1 (Single Family Residential – 1)
Minimum Bid:	\$300,000
Current Special Assessments:	\$0
Minimum House Size:	Single Story – 2,500 ft ² Two Story – 3,000 ft ² (First Floor minimum of 1,500 ft ²)
Garage Requirement:	3 stall attached, minimum of 864 ft ²



Lot lines over aerial photo are approximate.

Lot Information Specification

Legal Description:	Lot 4, Block 1, Oxbow 9 th Addition
Lot Size:	0.98 acres
Zoning:	SFR-1 (Single Family Residential – 1)
Minimum Bid:	\$300,000
Current Special Assessments:	\$0
Minimum House Size:	Single Story – 2,500 ft ² Two Story – 3,000 ft ² (First Floor minimum of 1,500 ft ²)
Garage Requirement:	3 stall attached, minimum of 864 ft ²



Lot lines over aerial photo are approximate.

PURCHASE AGREEMENT

This Agreement is entered into this day of 2022, between Oxbow Golf and Country Club a North Dakota Corporation (“Seller”), whose post office address is 40 Clubhouse Dr. Oxbow ND 58047 and _____, (“Purchaser”), whose address is _____ who agree as follows:

1. Purchase. Seller agrees to sell or reserve and Purchaser agrees to purchase, pursuant to the provisions of this Agreement, the following described real estate (the “Property”):

Lot	Block	Addition	Address	Purchase Price	Earnest Money	On or Before
1-4	1	Oxbow 9th	TBD	\$1,100,000		1-31-2023
		TOTALS		\$750,000.00		

together with all improvements, hereditaments, appurtenances and fixtures attached thereto, subject to the terms of this Agreement.

2. Closing Date. The closing shall occur at the offices of FM Title Inc., 1213 NP Ave Suite 100 Fargo, North Dakota 58102 on or before the date of closing set forth above (the “Closing Date”).

3. Purchase Price. The purchase price shall be the amount set forth in paragraph 1 payable to The City of Oxbow as follows:

- a. An earnest money payment of \$0.00 the receipt of which is acknowledged by the Seller, to be applied towards the Purchase Price on the Closing Date;
- b. The remaining balance shall be paid to Seller in the form of certified funds on the Closing Date.

4. At Closing. On the Closing Date and upon receipt of the unpaid balance of the Purchase Price, Seller shall execute, acknowledge and deliver title to Purchaser in the form of a warranty deed.

5. Fees and Costs. Seller will be responsible for the fees and expenses incurred in providing an updated Abstract of Title to Purchaser, providing clear and marketable title, and recording of releases and satisfactions. Purchaser will be responsible for all other fees and expenses incurred to close this transaction, including title opinion fees and/or title insurance premium, recording costs, and the closing fee. Each party shall be responsible for their own legal expenses.

6. Real Estate Taxes and Special Assessments. Real estate taxes and installments of special assessments for 2022 shall be paid by Seller. Real estate taxes and installments of special assessments for all subsequent years shall be the responsibility of the Purchaser.

7. Title. Seller warrants that title to the Property at the Closing Date will be subject only to the following exceptions:

- a. Covenants, conditions, restrictions, declarations and easements of record, if any;

- b. Reservations of minerals or mineral rights, if any;
- c. Building, zoning and subdivision laws and regulations;
- d. The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to this Agreement; and
- e. The following liens or encumbrances:

None.

8. Contingencies. The obligation of Purchaser to close hereunder is contingent upon satisfaction or waiver by Purchaser of each of the following conditions on or before 10 days prior to the Closing Date:

- a. The representations and warranties of Seller contained in this Agreement will be true and complete now and on the Closing Date;
- b. Title to the Property shall have been found acceptable by Purchaser, or been made acceptable, in accordance with the requirements and terms of Paragraph 9b below; and
- c. Seller shall have performed all of the obligations required to be performed by Seller under this Agreement, as and when required by this Agreement.

If any of the foregoing contingencies have not been satisfied or waived by Purchaser on or before 10 days prior to the Closing Date, then Purchaser may terminate this Agreement, at Purchaser's option, by written notice to that effect to Seller not later than 5 days prior to the Closing Date, in which event this Agreement shall terminate and be of no further force and effect, and any earnest money and any other sums paid by Purchaser hereunder shall be immediately returned to Purchaser.

9. Additional Terms and Conditions. The purchase of the Property shall be subject to the following additional terms and conditions:

- a. Reservations. If the Purchaser, pursuant to this Agreement, is purchasing a lot or lots, and if the final plat, as approved by the City of Oxbow does not

conform to the preliminary plat, upon which the lot or lots reservation was based, at Purchaser's option, this Agreement shall terminate and be of no further force and effect and any earnest money paid by Purchaser thereunder shall be immediately returned to the Purchaser. Seller shall have no further liability to Purchaser other than the return of the earnest money.

- b. Evidence of Title. Prior to thirty (30) days from the Closing Date, Seller shall cause an Abstract of Title to the Property to be brought current and provided to the Purchaser. Purchaser shall have ten (10) days to examine the abstract. If title is found defective, Purchaser shall, within five (5) days thereafter notify Seller in writing specifying the defects. If the defects render title unmarketable, Seller shall have one hundred twenty (120) days from receipt of notice within which to remove said defects. If Seller is unsuccessful in removing the defects within said time, Purchaser may in Purchaser's sole discretion, accept the title as it then is, or demand a rescission and a refund of the Earnest Money. In the event of rescission, Purchaser and Seller shall be released as to one another of all further obligations under this Agreement.
- c. Non-Assignable. This Agreement, granted to no one other than Purchaser, is not assignable. Purchaser agrees that any attempted assignment of any rights or interest in this Agreement shall immediately result in the Agreement becoming null, void and of no further force and effect, unless Seller grants Purchaser prior written consent to an assignment.
- d. Tax Deferred Transactions. Purchaser and Seller agree to cooperate with each other in the event either party decides to undertake the closing or any partial closing of this transaction so as to qualify under Section 1031 of the Internal Revenue Code. Purchaser and Seller shall cooperate with each other and sign such agreements, documents and forms and otherwise undertake such actions so as to accomplish this goal.
- e. Public Utilities. Purchaser agrees to pay on the Closing Date the cost of any impact fees, tap fees, or shared construction costs assessed to the Property by providers of public utilities that will serve the Property.
- f. Default/Other Obligations. A default by the Purchaser under the terms of this Agreement shall also constitute a default under the terms of any other option or purchase agreement for the purchase of real estate between Purchaser and Seller. In the event of such a default, Seller shall have the option to terminate this or any other agreement for the sale or purchase of real estate between Purchaser and Seller.

10. Pre-Construction Requirements:

- a. Plan Review. Plans submitted for approval shall include the following:
 - i. One complete FULL SIZED 22x34 set of floor plans, elevations, and sections including a site plan. Material samples/swatches shall be provided upon request.
 - ii. Plans should clearly illustrate and indicate construction materials and specifications, including but not limited to roofing materials, exterior finishes and colors.
 - iii. The site plan should indicate the lowest level outline with projections shown as a dotted line. The garage footprint and exterior steps or decks shall be indicated in addition to all walks, driveways and approaches. Any accessory structures constructed at the time of the original project such as pool, pump houses, gazebos, pergolas, decks, play structures and kennels shall be indicated on the site plan.
 - iiii. Plans for approval need to be submitted to Midwest Inspection Services at Midwestinspectionsservicesnd.com
- b. SWPPP Transfer. Storm Water Pollution Prevention Plan (SWPPP) responsibility for this property effectively transfer from the Seller to the Buyer upon acceptance of this Purchase Agreement. Buyer is responsible for all permitting, installation and maintenance of sediment control measures associated with these properties.

11. Administration and Construction. This Agreement shall be administered and construed in accordance with the following provisions:

- a. Access. Seller covenants and warrants that there is ingress and egress to the Property.
- b. Time. Time is of the essence of this Agreement. Any reference in this Agreement to time periods of less than six (6) days shall in the computation of such time exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of six (6) days or greater shall in the computation of such time include Saturdays, Sundays and legal holidays. Any time period provided in this Agreement which shall end on a Saturday,

Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day.

- c. Notices. Any and all notices or other communication provided for in this Agreement shall be given in writing by registered or certified mail which, unless otherwise designated by a party, shall be addressed to the addresses shown in Paragraph 1 of this Agreement. As to registered mail, notice shall be deemed served with properly addressed and duly accepted for mailing as registered mail in a branch of the United States Postal Service. As to certified mail, notice shall be deemed served when duly deposited in a United States Postal Service mailbox or at a branch of the United States Postal Service.
- d. Captions. The captions on the paragraphs and subparagraphs of this Agreement are inserted only for the purpose of convenient reference. The captions shall not be used to construe or interpret the Agreement nor to prescribe the scope of intent of the Agreement.
- e. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect its other provisions. The Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.
- f. Entire Agreement. This Agreement constitutes the complete and entire understanding of the parties concerning the conveyance of their Property. Neither party shall be bound by or be liable for any statements, warranties, guarantees, or representations not set forth in this Agreement which may have been made by any broker, agent, employee or other person representing or purporting to represent a party to this Agreement.
- g. Modification. No change or modification of this Agreement shall be valid unless the same be in writing and signed by all of the parties to this Agreement.
- h. Survival. The provisions of this Agreement shall survive the closing and shall continue to bind the parties bound by this Agreement.
- i. Recordation. This Agreement shall not be recorded.
- j. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be considered as an original of the Agreement. All executed counterparts shall constitute, and shall have the force and effect, of one and the same document, and shall be binding upon those who execute the Agreement, regardless of whether all parties execute the same document.

- k. Persons Bound by this Agreement. This Agreement shall be binding upon the parties and their successors in interest. The rights and obligations of any party to this Agreement may be exercised or satisfied by that party's legal representative.
- l. Covenants to Run with Property. All covenants, terms and conditions in this Agreement shall run with the Property.
- m. Governing Law. The provisions of this Agreement shall be governed by the laws of the State of North Dakota.

IN WITNESS OF ITS TERMS AND CONDITIONS, the parties have executed this Agreement.

Seller:

Oxbow Golf and Country Club

By: _____

Its: _____

Date: _____

Purchaser:

(NAME)

By: _____

By: _____

Date: _____

WARRANTY DEED

THIS INDENTURE, Made this ____ day of _____, 20____, between Oxbow Golf and Country Club, a North Dakota Corporation, Grantor, whose post office address is 40 Clubhouse Drive, Oxbow ND 58047, and _____, Grantee, whose post office address is _____.

WITNESSETH, For and in consideration of the sum of One and no/100 Dollars, Grantor does hereby GRANT to the Grantee all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot _____, Block _____, Oxbow _____ Addition, to the City of Oxbow.
Commonly known as _____, Oxbow, ND 58047.

This lot is subject to the Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges dated _____, recorded in the office of the Cass County Recorder on _____ as document number _____.

And the Grantor for itself, its successors and assigns, does covenant with the Grantee that it is well seized in fee of the land and premises aforesaid and has good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection, and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend.

IN TESTIMONY WHEREOF, the Grantor has caused these presents to be executed

OXBOW GOLF AND COUNTRY CLUB

BY: _____
Tami Henke, President

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

On this ____ day of _____, 20____, before me personally appeared Tami Henke known to me to be the President of the Oxbow Golf and Country Club that is described in, and that executed the foregoing instrument, and acknowledged to me that such entity executed the same.

(S E A L)

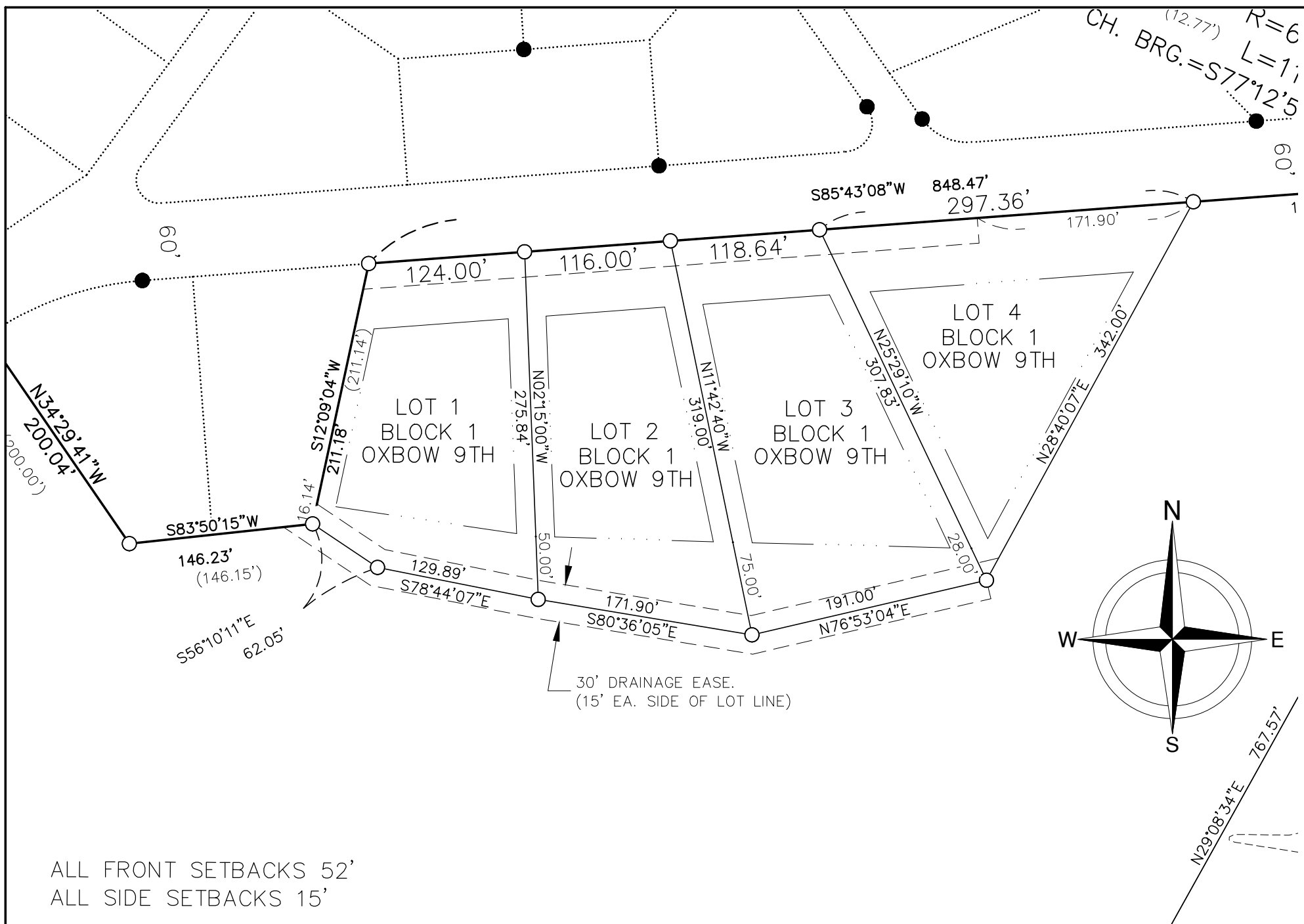
Notary Public

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

I certify that consideration for this transaction was \$_____.

Date

Grantee/Agent



ALL FRONT SETBACKS 52'
ALL SIDE SETBACKS 15'

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, LIENS, AND CHARGES

This Declaration is made _____, 2022, by the Oxbow Golf and Country Club, a North Dakota corporation, (Hereinafter “OCC”), which desires to provide for the preservation of the values and amenities of the property described in Article II below, hereinafter called the “Property.” To this end, the Property is subject to the covenants, conditions, restrictions, reservations, easements, liens, and charges set forth in this Declaration, each and all of which are for the benefit of the Property and each Owner. These covenants, conditions, restrictions, reservations, easements, liens, and charges shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the Property herein described, or any part thereof, and shall inure to the benefit of each Owner thereof.

NOW THEREFORE, the OCC declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, reservations, easements, liens, and charges (sometimes referred to as “Covenants and Restrictions”) set forth in this Declaration.

ARTICLE I. DEFINITIONS

The following words, when used in this Declaration or any supplemental Declaration, unless the context shall prohibit, shall have the following meanings:

Section 1. **OCC** shall mean the Oxbow Golf and Country Club, a North Dakota non-profit corporation.

Section 2. **Declaration** shall mean the covenants, conditions, restrictions, reservations, easements, liens, and charges set forth in the Declaration, as may from time to time be amended.

Section 3. **Family** shall mean one or more related persons living in a residential building as a single housekeeping unit.

Section 4. **Improved Lot** shall mean any Lot, as described below, containing a structure

or residence complying with the planning and specification requirements imposed by the Architectural Control provisions contained within this Declaration, including any properly enacted amendments, modifications and revisions.

Section 5. **Lot** shall mean and refer to any plot of land shown upon any recorded plat of the Property. If a Lot as shown on the plat or a portion thereof is added to an adjacent Lot, then the same shall be considered as one Lot for purposes of this Declaration.

Section 6. **Owner** shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot that is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 7. **Property** shall mean that real property described more specifically in Article II below.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION

The Property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is described as follows:

Lot 1 - 4, inclusive, in Block 1, of Oxbow Ninth Addition to the City of Oxbow.

ARTICLE III.

This Article has been deleted.

ARTICLE IV. ARCHITECTURAL CONTROL

Section 1. **Oxbow Architectural Review Committee.** The Oxbow Architectural Review Committee ("Review Committee") for the Property shall be the City of Oxbow.

Section 2. **Procedure for Submissions of Plans and Specifications.** Two (2) copies of plans, for which receipt must be acknowledged in writing, will be submitted to the Review Committee electronically. Approval or disapproval of those plans will be made in writing within thirty (30) days after the receipt of those plans. Approval shall not be arbitrarily withheld or delayed, it being the intention of the Review Committee to grant or withhold the approval for the purpose of establishing a quality, restricted residential district, free from objectionable or value-destroying features and in conformity with the governing zoning codes, building codes, and other applicable regulations then in force. In the interests of fairness and promoting the best use of land, the Review Committee may, in its discretion and by an affirmative vote of at least three (3) of the five (5) members, approve plans that do not strictly conform with the requirements herein, so long as the plans substantially conform with said requirements and do not defeat the underlying purpose of establishing a quality, restricted residential district, free from objectionable or value-destroying features and in conformity with the governing zoning codes, building codes, and other applicable regulations then in force.

A Review Committee decision to approve or disapprove submitted plans may be overturned by a petition signed by not less than seventy-five (75%) percent of the Improved Lot Owners and submitted to both the Review Committee and the Lot Owner who submitted the plans within seven (7) days after the Review Committee releases its written decision. Accordingly, each written decision of the Review Committee must notify the recipients that the Review Committee's decision does not become final until the 7-day petition period has lapsed without objection from at least seventy-five (75%) percent of Improved Lot Owners.

Section 3. **Construction Time and Requirements.** Construction of all primary structures shall be substantially completed within eighteen (18) months after issuance of any building permit for the structure. No outside storage of building materials shall be permitted on any Lot after the eighteen (18) month construction period.

Section 4. **Architectural Control.** No building, fence, wall, landscape feature, pool, hot tub, deck, patio, play structure, driveway, sidewalk, or any other structure shall be commenced, erected, or maintained on the Lots, nor shall any exterior addition to or change or alteration thereto be made to any buildings on the Lots until the plans and specifications for the same have been submitted to and approved in writing by the Review Committee.

After construction is complete on all Lots under the oversight of this declaration, Architectural Control will be limited to review and approval, including building permit approval, of any new building addition, fence, privacy screen, pergola, deck, pool and pool enclosure.

Architectural Control will be required for privacy screens, any improvements to yards, hardscape, landscape features or planting additions located 50 feet or more from the rear of the primary structure; however a building permit will not be required.

Section 5. **Plans.** Notwithstanding any requirement stated herein, the requirements set forth in the City of Oxbow Land Development Code will apply.

A. Plans submitted for approval shall include the following:

- i. Two complete sets of electronically submitted house plans, two site plans and a completed application form.
- ii. The house plan should indicate construction materials and specifications, roof material, and exterior finishes.
- iii. The site plan should indicate the basement outline with projections shown as a dotted line. The garage footprint and exterior steps should be indicated. The main floor proposed grade and the basement floor grade should be clearly shown. The site plan should indicate the exact location and height of the primary building and any other structures on the Lot to show compliance with setback requirements.

iv. The site plan should indicate sidewalk, walkway, window wells and driveway locations and sizes. The plan should also indicate whether any sidewalks, walkways, or driveways will be concrete, pavers, or a combination of the two.

v. The site plan should indicate any planned landscaping, including the location, type, and size of any trees and bushes and gardens, if such plans have been made. If landscaping plans have not been made at the time of submission of the site plan, subsequent landscaping plans must be submitted for approval at the later date when they are made before any landscaping work may be started. After the initial landscaping plans have been approved, changes involving plant replacement of like plants do not need to be submitted for approval as long as they adhere to the requirements set forth in this Declaration and comply with all City regulations. Any other subsequent landscaping changes must be submitted and approved prior to the start of any work.

- B. Accessory structures such as pools, decks and play structures should be indicated on the site plan. If plans to build accessory structures arise after the time of submission of the site plan, subsequent accessory structure plans must be submitted for approval at the later date when they are made before any accessory structure may be added or built.
- C. Each Lot will be restricted to construction of one single family residence. When viewed from the street, at least twenty percent (20%) of the façade must be brick, stone or other masonry building material.
- D. Vinyl lap siding is not an approved construction material and shall not be permitted on any buildings. Appropriate siding includes steel, steel box, cement board (i.e. HardiePlank), composite wood siding, vinyl shake accents, redwood or cedar lap siding, and masonry siding. Seamless siding is encouraged.
- E. New and replacement windows shall be steel, or vinyl clad and not a combination of the two. Wood clad windows are not permitted. Replacement windows shall be of the same dimensions, design and color as the original windows being replaced unless Owner receives the written approval of the Review Committee.
- F. When viewed from the street, the garage doors may not encompass more than sixty five percent (65%) of the building's façade. The garage door shall not be made of Masonite material. All garages must be attached to the residence. Minimum garage size will vary based upon Lot and block as indicated below.

- G. No lean-to, car-port, or vehicle storage building detached from the residence will be permitted.
- H. Any sump pump discharge shall be drained into the lakes or drains in the rear of the property, except in winter when sump pump discharge may be drained into the city sewer system. Sump pump drainage extending into the lakes and drains shall be buried underground, below water level or to the surface drains, by a contractor approved by the Oxbow Golf Course.
- I. Minimum square footage requirements of house plans apply. Square foot calculations will not include basements, open porches, and decks or garages. Square footage requirements are as follows:
 - 2,500 square feet for a standard one story Rambler.
 - 3,000 square feet for a standard two story, with at least 1,500 on the first floor.
 - No bi-levels or multi-levels are allowed.
 - No split-levels are allowed.
 - No twin homes are allowed.
 - Each single family residence shall be constructed with a minimum three car attached garage. The total garage space shall be at least 864 square feet in size with room to park at least three cars.
- J. No residence shall exceed two stories in height when viewed from the street.
- K. Roof slopes of at least 5 in 12 are required.
- L. Unless otherwise set forth herein, no fences are allowed unless as approved in writing by the committee for safety around an in-ground pool. Any approved fence must comply with the requirements contained in the City of Oxbow's Land Development Code.

ARTICLE V. RESTRICTIONS

The Property shall be subject to the following restrictions:

Section 1. **Animal Kennels.** Outdoor animal kennels are only allowed for pet dogs that comply with Section 2. The dog kennels allowed by this Section shall not be breeding kennels. Kennels shall not exceed two hundred (200) square feet in size; the entirety of one of the two long sides of the kennel must be attached to the house or garage, except that no kennel shall be attached to the front side of a house or garage; and shall comply with all applicable setback requirements.

Section 2. **Animals.** Other than household pets kept for non-commercial uses, no animals, livestock, poultry, or insects of any kind shall be raised, bred, or maintained on any of the Lots. Pets are restricted to Owner's Lot, either by kennel, leash, or electronic fencing, must not be a nuisance, must be picked up after, and will not be allowed to stray to adjacent Lots. No pets which are determined to be vicious, potentially dangerous or dangerous by the City of Oxbow, Cass County North Dakota, the State of North Dakota or any other political subdivision shall be kept, maintained or raised on any of the Lots.

Section 3. **Antennas.** To the extent permitted by applicable law, the installation of antennas, satellite dishes, or other devices for the transmission or reception of television or radio signals or any other form or electromagnetic radiation shall be subject to the prior written approval of the Review Committee. No antenna, satellite, microwave dish, or other device for the transmission or reception of television or radio signals shall be constructed, installed, erected, used, or maintained on any Lot without the prior written approval of the Review Committee, except that small television satellites not more than three (3) feet in diameter and mounted onto a roof or wall do not require the prior written approval of the Review Committee. Any such antennas must still be installed in accordance with the guidelines set forth by the Review Committee.

Section 4. **Appearance During Construction.** All Lots are to be kept clean during construction. All garbage is to be stored out of sight. All lots must have drainage wattles installed to eliminate runoff to the street and the water behind the lots.

Section 5. **Basketball Equipment.** No basketball equipment, including, but not limited to, basketball backboards, shall be attached to any building on a Lot. Free-standing (removable) basketball backboards and portable basketball equipment are allowed.

Section 6. **Building Location.** No building shall be erected on any Lot unless the side Lot clearances, rear and the front line setbacks are in compliance with the City of Oxbow zoning ordinances for residential zoning districts. Steps shall also be constructed in such a way so as to comply with such zoning ordinances and restrictions, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

Section 7. **Building Type.** All Lots are zoned residential and will only be used for single family purposes. No improvements or structures whatsoever, other than a private dwelling house, in-ground swimming pool, may be erected, placed, or maintained on any Lot on the Property.

Section 8. **Burning**. No burning of garbage, trash, trees, leaves, branches, construction materials, or similar items will be permitted. Fire pits are allowed provided they comply with all applicable City of Oxbow ordinances and laws.

Section 9. **Business**. No commercial business of any kind shall be conducted on any Lot with the exception of an in-home business of the Owner for which parking is adequate.

Section 10. **Clotheslines**. Clotheslines are not allowed.

Section 11. **Decks**. All construction of and any changes to decks shall require the approval of the Review Committee prior to installation. All decks shall be attached to the primary dwelling. Deck railings are permitted when required by law. Materials for deck railings must be approved by the Review Committee prior to installation and must comply with the City of Oxbow's Land Development Code.

Section 12. **Destruction of Dwelling**. In the event a dwelling or other building on any Lot is destroyed by fire or other casualty, it must be rebuilt in accordance with the plans and specifications utilized by the Review Committee at the time of original construction or, if changes to the original plan are desired, the new plans and specifications must be reviewed and approved by the Review Committee. Any new construction must comply with the City of Oxbow zoning ordinances and the restrictions set forth herein.

Section 13. **Dirt Removal**. No topsoil or excavation material may be removed from the Property. When there occurs an excess of soil or excavation material as a result of basement excavation or Lot grading, permission to remove that material must be obtained from the OCC. Otherwise, the OCC will direct as to where the excess excavation or soil, if any, is to be disposed. Topsoil is not allowed to be disturbed until a permit is issued for the primary structure.

Section 14. **Diseases and Insects**. No Owner shall permit anything or condition to exist upon any Lot that shall induce, breed, or harbor infectious plant diseases or noxious insects.

Section 15. **Division and Combination of Lots**. No Lots shall be subdivided. No Lots shall be combined to make a larger Lot for one house. Every house shall be confined to one Lot and shall comply with the setback requirements for that one Lot.

Section 16. **Energy Conversion Systems**. Solar conversion systems, including, but not limited to, solar panels, and wind energy conversion systems, including, but not limited to, windmills and wind turbines are prohibited.

Section 17. **Garbage**. No garbage or trash shall be placed or kept on any Lot except in covered containers of a type, size, and style which are approved by the Review Committee. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage shall be removed from Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot.

Section 18. **Gardens.** Gardens shall not exceed two hundred (200) square feet in size or visually impair line of sight. Gardens must be located in the rear yard and must be at least fifteen (15) feet from the rear Lot line and at least fifteen (15) feet from the side Lot line.

Section 19. **Grading.** Where lot grading adjoins golf course grading, the two should meld together as seamlessly as possible. Where the rear or side yard of a lot abuts the golf course, the closest fifteen (15) feet of the lot shall be graded at slopes no steeper than the adjoining golf course grades. If retaining walls are to be incorporated and used as part of the lot features, the retaining wall shall be constructed no closer than fifteen (15) feet from golf course property and the grades between the property line and retaining wall shall match the adjoining golf course grades as seamlessly as possible.

Section 20. **Lakes.** Lakes owned by the Oxbow Country Club or the City of Oxbow shall not be used for a homeowner's private recreation, including, but not limited to, swimming, boating, fishing, or ice skating, unless prior written authorization is received by the Oxbow Country Club or the City of Oxbow, whichever entity owns the lake in question. In addition, water from the lakes owned by the Oxbow Country Club or the City of Oxbow shall not be pumped out by a homeowner to irrigate private property or for any other reason.

Section 21. **Landscaping.** All sodding and seeding shall be completed within eighteen (18) months from the time the home is ready for occupancy. Any significant changes to the landscaping plans as indicated on the site plan must be approved by the Review Committee before the changes are made. Landscaping that obstructs the line of sight of a neighbor's view of the golf course shall not be allowed. Any and all plants located in within fifteen (15) feet of any roadway must not exceed thirty-six (36) inches in height. Lots with construction activity must install and maintain silt fences on property lines until landscaping, sodding and seeding is complete and grass is established to prevent erosion.

Section 22. **Lot Drainage Control.** All Lots shall be graded to the finished design grades as designed by the engineering firm appointed by the Oxbow Jobs Development Authority or by the Architectural Review Committee. Positive drainage is required to divert water away from structures and to prevent standing water on any portion of the Lot.

Section 23. **Mailboxes.** No mailboxes or newspaper boxes will be allowed as central mailboxes will be provided in this development.

Section 24. **Maintenance Beyond Property Line.** No Owner shall maintain, improve, landscape, plant upon, or otherwise exercise control over any property owned by the Oxbow Country Club, including, but not limited to, the golf course and the strip of land owned by the Oxbow Country Club that extends from the homeowner's rear lot line to the water or golf course.

Section 25. **Mining.** No derrick or other structure designed for use in exploring for oil or natural gas shall be erected, placed, or permitted upon any part of the Lots nor shall any oil, natural gas, petroleum, asphalt, or hydrocarbon products or minerals of any kind be produced or extracted anywhere in the Lots. No oil drilling, oil development operation, oil refining, quarrying, or mining

operations of any kind shall be permitted on any Lot or any part of the properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on part of the Lots.

Section 26. **Nuisance.** No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Such restrictions shall include, but not be limited to, using the Lot as a dumping ground for rubbish, garbage, trash, or other waste materials, the placing thereon of unsightly piles of dirt, lumber or other material except during construction, and then only during the course of construction. Such restrictions shall also include allowing noxious weeds to occur on the Lot either during or after the period of construction of the home.

Section 27. **Outdoor Playsets, Sandboxes.** Outdoor playsets, sandboxes and other similar items are allowed if securely affixed to the ground and located no more than fifty (50) feet from the rear of the primary building and at least fifteen (15) feet from the side lot lines but may not project out further than the side of the primary structure.

Section 28. **Patios.** All construction of and any changes to a patio shall require the approval of the Review Committee prior to installation.

Section 29. **Pools.** No above-ground pools are allowed. Underground pools are permitted in accordance with the City of Oxbow's Land Development Code.

Section 30. **Power and Telephone Lines.** For all Lots, temporary overhead distribution and service lines are permitted until permanent underground facilities are installed. Overhead lines shall otherwise be prohibited except during emergencies and repairs.

Section 31. **Private Sewer and Water.** No private septic tanks, drain fields, or private wells shall be permitted on any Lot. All Lots in the subdivision will be served by the City of Oxbow's sewer and water utility.

Section 32. **Propane Tanks.** No above-ground combustible liquid or gas tanks shall be allowed on the Lots other than 20 pound tanks for gas grills.

Section 33. **Radon System Requirements.** The following construction requirements are intended to resist the entry of poisonous radon into dwelling units. All buildings shall have an ABS or PVC gastight vent pipe, a minimum of three (3) inches in diameter, embedded vertically into the sub-slab aggregate or other permeable material before the slab is cast. Alternatively, the pipe shall be inserted directly into an interior perimeter drain tile loop or through a sealed sump cover where the sump is exposed to the sub-slab aggregate or connected to it through a drainage system. The pipe shall be extended up through the building floors, terminate at least twelve (12) inches above the surface of the roof in a location at least ten (10) feet away from any window or other opening into the conditioned spaces of the building that is less than two (2) feet below the exhaust point and at least ten (10) feet from any window or other opening in adjoining or adjacent buildings. All pipe components must allow moisture to positively drain beneath the slab or soil-gas-retarder. A layer of gas-permeable material shall be placed under all concrete slabs and other floor systems that directly contact the ground and are within the walls of the living spaces and conditioned crawl spaces of the

building, in order to facilitate the installation of an active sub-slab depressurization system if needed. Hollow block masonry foundation walls are not permitted.

Section 34. **Rooftop Equipment Prohibited.** No heating, ventilating, air conditioning, or evaporative cooling units or equipment related thereto may be mounted, installed, or maintained on the roof of any building on a Lot.

Section 35. **Sheds.** No sheds are allowed.

Section 36. **Signs.** No billboards or advertising signs of any kind or character shall be erected, placed, permitted or maintained on any Lot. This provision is waived when it is necessary to promote the sale of the property. Political signs are permitted prior to an election. The City of Oxbow may erect, place, and maintain such sign structure or structures as it deems necessary for the operation or identification of the city. A name and address sign used solely for the purpose of identification of the dwelling house occupants may be placed on the building by its occupants, provided the sign is no more than two (2) feet square maximum and the design of the sign is approved by the Review Committee prior to installation.

Section 37. **Storm Water.** Each Lot shall be kept and maintained to be in compliance with current storm water regulations until such time when the Lot is sodded or seeded.

Section 38. **Structural Changes.** No house or structure shall be moved onto any of the Lots, unless it is a new structure built to meet all of the current codes and specifically approved in writing by the Review Committee, and no structure once erected shall at any time be altered or changed so as to permit its use to be in violation of these restrictions and conditions.

Section 39. **Temporary Residence.** No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the Lot shall at any time be used as a residence, nor shall any residence of a temporary character be permitted.

Section 40. **Utility and Drainage Easements.** The easements for the installation and maintenance of utility and drainage facilities are shown on the registered plat of the Property. Within the area of the utility and drainage easements, no structures, plantings, fencing, or other materials shall be placed, erected, or permitted to remain that may damage or interfere with the installation and maintenance of utilities or that may change or alter the direction of flow of water through drainage channels or swales in the easements. The easement areas of each Lot and all improvements on it shall be maintained continuously by the Owner except for the improvements for which the public authority or utility company is responsible.

Section 41. **Vehicle Parking.** All vehicles shall be removed from the public street and parked in garages or driveways overnight. No vehicle shall at any time be parked on the grass. No vehicle shall at any time be parked in such a way as to block a sidewalk, mailbox, or trash pick up services. All motor vehicles parked on or about a Lot or public street shall be currently licensed and shall be maintained in an operable condition at all times, temporary mechanical difficulties and breakdowns excepted.

Section 42. **Vehicle Storage.** No commercial vehicles, motor homes, boats, travel trailers or trucks, personal water craft, snowmobiles, recreational vehicles, flatbed trailers, storage trailers, storage containers, car trailers, or construction equipment shall be parked or stored on any public street or on any Lot, except within an enclosed garage on the Lot, for longer than is reasonably necessary to load or unload the vehicle. After said vehicle is loaded or unloaded, it must be parked and stored in an enclosed garage on a Lot or removed from the Property, with the exception that said vehicle may be temporarily parked on a driveway on a Lot for a short period of time not to exceed twenty four (24) hours in a forty eight (48) hour time period. Construction equipment may be parked on or about a Lot or adjacent public street during daylight hours for the period of the normal course of construction.

Section 43. **Waiver of Liability.** All claims for damages, if any, arising out of the construction, maintenance and repair of the utility or drainage facility or on account of temporary or other inconvenience caused thereby against the utility or the public authority or any of its agents or servants are waived by the Owners.

Section 44. **Floodproof Basements.** All basements must meet the floodproofing requirements set forth in the City of Oxbow's current Flood Damage Prevention Ordinance.

Section 45. **Yard Maintenance.** Lot Owners shall keep their Lot free of all tall grass, undergrowth, dead trees and limbs, trash, and rubbish. All grass shall be kept mowed to maintain a uniform appearance and shall not exceed four (4) inches in height. If the Owner fails to do so, the City of Oxbow, at the Owner's expense, will correct such conditions.

ARTICLE VI. SERVICES AND DUES

Section 1. **Oxbow Country Club Social Membership.** Each Owner shall be required to be a standard social member of the Oxbow Country Club, with all the rights, privileges, and obligations associated with said membership. The social membership shall extend to those members of Owner's family as outlined in the Oxbow Country Club policies.

Section 2. **Right to a Full, Regular Oxbow Golf Membership.** In addition to the social membership required in Section 1 of this Article, each Owner who has maintained a social membership with the Oxbow Country Club pursuant to this Declaration will have the option to upgrade his or her membership to become a full, regular member of the Oxbow Country Club, even if the Board of Directors of the Oxbow Country Club has determined that Club membership is full, provided that in order to take advantage of this option and become a full, regular member of the Oxbow Country Club, the Owner must pay the normal dues and satisfy any other requirements imposed upon other full, regular members of the Oxbow Country Club at the time of admission to the Club, including possible stock purchase, annual dues, monthly assessments, annual assessments, etc. Owners who have been excepted from the social membership requirement, as described in Section 5 of this article, and have therefore not elected to become a social member of the Oxbow Country Club, shall not be granted the automatic right to become a full, regular member of the Oxbow Country Club as provided in this section.

Section 3. **Dues.** In consideration of the social membership required in Section 1 of this Article each Owner shall pay annual dues to the Oxbow Country Club.

Section 4. **Exceptions to Required Social Membership.** The above-described social membership and annual dues shall apply to all Lot Owners, except that Owners of Lots subject to the Cass County Joint Water Resources District's land acquisition for the proposed FM Diversion Authority's ring dike shall be excepted from the Oxbow Country Club membership and social membership fee requirements described in Section 1 of this Article. In the event that a current Owner of an excepted Lot sells the excepted Lot, said Lot and any subsequent Owners shall then be subject to the Oxbow Country Club membership and social membership fee requirements described in Section 1 of this Article.

ARTICLE VIII. GENERAL PROVISIONS

Section 1. **Enforcement.** If any party shall violate or attempt to violate any of the covenants or restrictions contained in this Declaration, it shall be lawful for the Oxbow Golf and Country Club, a North Dakota non-profit corporation or an Owner to prosecute proceedings at law or in equity against the party violating or attempting to violate any such covenants or restrictions and either prevent the party from so doing or to recover damage for such violation. In the alternative, the Oxbow Golf and Country Club, a North Dakota non-profit corporation shall be authorized and empowered to cause such action to be taken and the cost thereof shall be paid by such Owner upon demand and payment of such amounts shall be secured by an Assessment Lien.

Section 2. **Right To Enforce.** Failure to enforce any of the covenants, conditions, restrictions, easements, liens, and charges now or hereafter imposed pursuant to the covenants or restrictions should not be deemed a waiver of the right to do so thereafter, nor shall it be construed as an act of acquiescence or approval on the part of the Oxbow Golf and Country Club, a North Dakota non-profit corporation or an Owner.

Section 3. **Duration.** The covenants, restrictions, and conditions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, devisees, successors, and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners has been recorded, agreeing to modify said covenants and restrictions in whole or in part.

Section 4. **Severability.** The invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way affect any other provisions that shall remain in full force and affect.

Section 5. **Amendments.** This Declaration may be amended by the Oxbow Golf and Country Club, a North Dakota non-profit corporation by an affirmative vote of at least a majority of the Oxbow Golf and Country Club, a North Dakota non-profit corporation board members. Any instrument amending, modifying, or canceling this Declaration must be properly filed and recorded before it shall

become effective.

**ARTICLE IX.
MISCELLANEOUS**

Section 1. **Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Covenants and Restrictions or the intent of any provision thereof.

Section 2. **Gender.** The use of the masculine in these Covenants and Restrictions shall be deemed to include the feminine, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 3. **Waiver.** No restrictions, condition, obligation, or provision in these Covenants and Restrictions shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

IN WITNESS WHEREOF, the undersigned has caused this Amended Declaration to be executed the day and year first above written:

**OXBOW GOLF AND COUNTRY CLUB, A North
Dakota non-profit corporation**

BY: _____
By: Tami Henke
Its: President

STATE OF NORTH DAKOTA)

COUNTY OF CASS)

)ss.

On this ____ day of _____, 2022, before me personally appeared Tami Henke known to me to be the President of the OXBOW GOLF AND COUNTRY CLUB, A North Dakota non-profit corporation that is described in, and that executed the foregoing instrument, and acknowledged to me that such entity executed the same.

(S E A L)

Notary Public