

38-32-5024-005
38-32-5024-010
St. Mary H8-85

MC LEAN COUNTY PERMIT APPLICATION

CONDITIONAL USE ZONING CHANGE SUBDIVISION PLAT TEMP. USE

Name of applicant: Richard & Betty Schlichting

Mailing address: 4087 14th St NW, Garrison ND 58540

Telephone Number 440-204-8262 (Betty) (440) 204-5262 (ofc) _____ (res)

Property is located in the SE (Quarter), Section 32, Township 148,

Range 85, or more specifically identified as:

Part of the west half of the east half and the east half of the east half of the west half of southeast quarter of section 32, township 148 North, Range 85 West, McLean County, North Dakota

12 lots

Purpose of requested change:

Develop a subdivision for rural housing.

Describe proposed construction:

Construct new roads for subdivision built to county standards including culverts drainage ditches and rural water lines.

Present land use: Agricultural

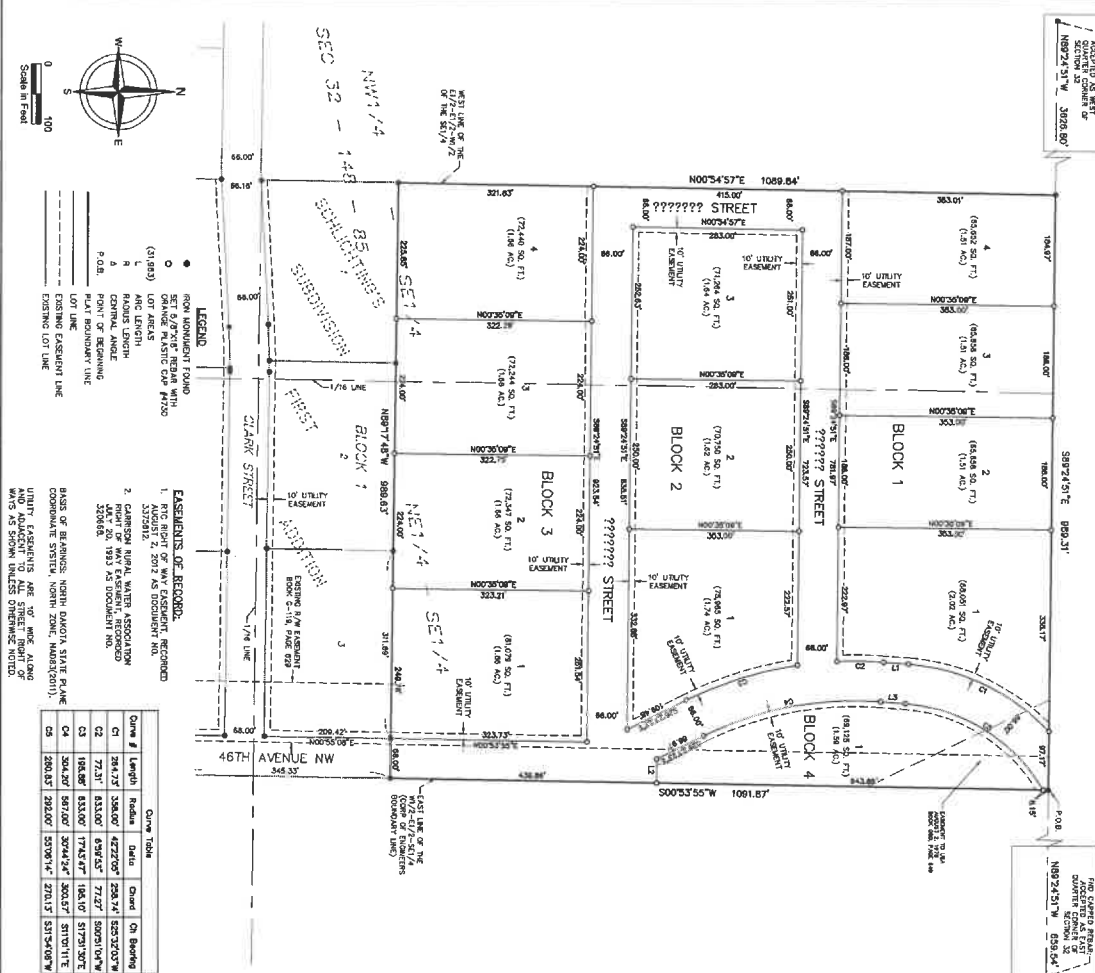
Proposed land use: Residential

Additional items required to be attached:

- Map of area
- Boundary line survey of site
- Preliminary map showing location of structures.
- Timing schedule indicting the starting and completion dates.
- Written approval of highway authority for new access roads.
- Permit application fee in the amount of \$ 6000 = \$500/first 10 + \$50 per lot after

(MAKE CHECK PAYABLE TO McLEAN COUNTY TREASURER)

**PLAT OF
SCHLICHTING'S SECOND SUBDIVISION
A PLAT OF PART OF THE WEST HALF OF THE EAST HALF AND THE EAST HALF OF THE EAST
HALF OF THE WEST HALF OF SOUTHEAST QUARTER OF SECTION 32,
TOWNSHIP 148 NORTH, RANGE 85 WEST, MCLEAN COUNTY, NORTH DAKOTA.**



LEGEND

- NON ADJACENT FOUND
- CHAINING PLASTIC CORNER MARK
- LOT AREAS
- A.C. LOCUS
- A.C. LOCUS
- CENTRAL POINT
- POINT OF BEGINNING
- PLAT BOUNDARY LINE
- EXISTING ADJACENT LOT LINE
- EXISTING LOT LINE

EASIMENTS OF RECORD:

1. RTG RIGHT OF WAY EASEMENT, RECORDED AS INSTRUMENT NO. 2012 AS DOCUMENT NO. 201868.
2. CARBONIS SERIAL WATER ASSOCIATION RIGHT OF WAY EASEMENT, RECORDED AS INSTRUMENT NO. 201868.

BASE OF BEARINGS: NORTH DAKOTA STATE PLUMBING COMPANIES SYSTEM, NORTH ZONE, NAD83(2011).

UTILITY EASEMENTS: SEE "UT" ABBREVIATION AND ADJACENT TO ALL STREET RIGHTS OF WAY AS SHOWN UNLESS OTHERWISE NOTED.

Chain #	Length	Radius	Date	Chord	Ch Bearing
C1	284.27'	536.00'	4/22/20'	238.24'	S29°32'03"W
C2	77.31'	833.00'	6/9/24'	77.27'	S90°01'04"W
C3	184.80'	833.00'	1/14/24'	184.10'	S73°01'30"E
C4	504.00'	972.00'	3/24/24'	502.87'	S70°10'11"E
C5	280.83'	282.00'	5/31/24'	278.15'	S17°54'00"W

Lot #	Bearing	Length
L1	N0°21'01"E	41.82'
L2	N89°24'51"W	38.60'
L3	N0°21'01"E	41.82'

NOTARY PUBLIC, COUNTY: _____ **STATE:** _____

COUNTY PLANNING AND ZONING COMMISSION

REMOVED BY THE MCLEAN COUNTY PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2023.

BOARD OF COUNTY COMMISSIONERS

APPROVED BY MCLEAN COUNTY, NORTH DAKOTA, THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC, COUNTY: _____ **STATE:** _____

ATTEST: _____

MOORE ENGINEERING, INC. SHEET 1 OF 1
FLOOR PLAN NO. 23016

DECLARATION

JAMES ALBER, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "SCHLICHTING'S SECOND SUBDIVISION", A PLAT OF PART OF THE WEST HALF OF THE EAST HALF (W/2 E/2 S21A) AND THE EAST HALF OF THE WEST HALF (E/2 W/2 S21A) OF THE SOUTHEAST QUARTER SHARPER TRACT, ALL BEING IN THE COUNTY OF MCLEAN COUNTY, NORTH DAKOTA, AND THAT THE BOUNDARIES SHOWN ON SAID PLAT THAT BOUNDARIES HAVE BEEN PLACED IN THE FIELD AS INDICATED FOR THE BOUNDARIES OF SAID TRACT AND THAT SAID SUBDIVISION IS CORRECT AS FOLLOWS:

THE EAST HALF OF THE WEST HALF (W/2 E/2 S21A) AND THE EAST HALF OF THE WEST HALF (E/2 W/2 S21A) OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 148 NORTH, RANGE 85 WEST, MCLEAN COUNTY, NORTH DAKOTA, WAS SUBMITTED TO THE REGISTERED LAND SURVEYOR, JAMES ALBER, REGISTERED LAND SURVEYOR AND CENTRAL POINT OF SAID ALBER, REGISTERED LAND SURVEYOR AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED PROFESSIONAL LAND SURVEYOR IS CORRECT. THE BOUNDARIES SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC.

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JAMES ALBER, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: MCLEAN COUNTY, NORTH DAKOTA

DECLARATION

BETTY A. SCHLICHTING

STATE OF NORTH DAKOTA

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BETTY A. SCHLICHTING, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: MCLEAN COUNTY, NORTH DAKOTA



MOORE ENGINEERING, INC. SHEET 1 OF 1
FLOOR PLAN NO. 23016

Reservations and Restrictive Covenants

Schlichting's Second Subdivision

To the Public:

This is a Declaration of Reservations and Restrictive Covenants of Lots One (1) through Four (4) of Block One (1), Lots One (1) through Three (3) of Block Two (2), Lots One (1) through Four (4) of Block Three (3) and Lot One (1) of Block 4 of Schlichting's Second Subdivision.

Part of the West Half of the East half and the East Half of the East Half of the West Half of Southeast Quarter of Section 32, Township 148 North, Range 85 West.

If the owners of such lots or any of them, or their heirs or assigns shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in such subdivision to prosecute any proceedings at law or in equity against the person or persons violating any such covenants, and either to prevent his from doing so or to recover damages for such violation, or both.

It is agreed as follows:

1. These restrictive covenants shall apply to all lots contained within the Schlichting's Second Subdivision as described above.
2. These restrictive covenants, as recorded with the Register of Deeds of McLean County, North Dakota, are to run with the land, in perpetuity, and shall be made a part of every deed, lease, or other instrument concerning either the possession of property interest of any of the above described property.
3. The provisions and conditions of the following restrictive covenants shall be binding on the undersigned, their heirs, representatives and assigns and all future and subsequent owners and interest holders.
4. The property will be used for residential purposes only.
5. No subdividing of any lot will be permitted, nor any variances be allowed.
6. Only one single family dwelling will be erected on each lot, not to exceed two stories. Each dwelling will have a minimum area of not less than eight hundred square feet (800 sq. ft) on the main floor, exclusive of garages, porches, or car ports. The minimum lot will be Sixty-five thousand three hundred forty square feet (65,340 sq. ft). The minimum front yard set back of the dwellings and outbuildings will be thirty-five feet (35') and the rear, thirty feet (30'). The minimum side yard clearance of the dwellings from the lot line shall be not less than fifteen feet (15'). One detached storage building, not larger than 3,600 sq. ft., one story in height; with sidewalls not to exceed 18' may be constructed. This building must have straight walls and the exterior of such building shall be a neutral color consistent with residential construction, no silver metal. In Schlichting's Second Subdivision

mobile homes are not permitted unless they are at least twenty-four (24) feet wide and ten (10) years or newer, and in good condition, at the time of placement. Mobile homes are to be placed on a permanent foundation, or on permanent piers so as to meet conventional financing requirements. All mobile homes must be skirted with proper coloring to the home. A mobile or trailer type home may be used as a

temporary dwelling during a period of construction of a permanent dwelling for up to one (1) year with consent from all adjoining landowners of Schlichting's Second Subdivision.

7. No cattle, horses, chickens, pigs, or other animals, except domestic pets, are permitted on the premises. There will be no tolerance for vicious dogs and nuisance barking.
8. The water supply and sanitary disposal must conform to the standards of the state and district health departments.
9. Weeds must be mowed or sprayed to reduce fire hazards a minimum of one time per year.
10. The owner of each lot shall make provisions for adequate off-street parking.
11. Unsightly storage of old cars, junk, trash, unlicensed vehicles is prohibited.
12. No Shacks, Huts, Street Cars, Railroad Cars, Buses and Mobile homes in disrepair are not permitted.
13. Temporary Use of Recreational Vehicle on Residential Property:
One (1) recreational vehicle may be used as temporary accommodation to allow the property owner to construct a permanent residence or remodel an existing residence on the lot. The use of the recreational vehicle shall be authorized with the written approval of the McLean County Land Use Administrator upon receipt of an approved site plan, building permit, construction schedule, and such shall not exceed one (1) year in duration, unless authorized by the McLean County Zoning Commission. The unit may be placed on the site only upon receipt of a valid building permit for a single-family dwelling and must be removed from occupancy within seven (7) days of completion of the residence. The unit shall comply with all setbacks appropriate to the zone in which it is to be placed and shall not be parked on nor in any way obstruct public right of way. No person other than the owner of the residential property shall occupy the unit and the unit shall not be used as a temporary rental unit. A recreational vehicle is considered occupied if it is used as living quarters on any calendar day.
14. Temporary Use of Recreational Vehicle Requirements for Camping on Residential Property:
The use of one (1) recreational vehicle as a Temporary accommodation for guests may be allowed on "developed residential property" with an established residential use. The unit shall not be parked on nor in any way obstruct any public right-of-way, and shall be located a minimum of five (5) feet from another structure. The unit may not be skirted, provided a deck or patio above ground level, and the discharge of any gray water or sewage is prohibited. Use of the unit shall not exceed four (4) days at any one time or sixteen (16) days in any calendar year.
15. ROAD MAINTENANCE: The roads within this development are dedicated for

- public use. Post installation maintenance is the responsibility of the owners of this development. Costs of such maintenance shall be equally shared between the lots benefitting from such maintenance. Maintenance shall be approved by a simply majority of the affected owners. Established approaches shall be shared by lots that are adjacent to said approaches.
16. Building of the initial road, together with graveling and bringing the road to grade shall be the responsibility of Developer. Thereafter, any maintenance, including snow removal, on the roads within Schlichting's Second Subdivision shall be the responsibility of the Residential Lot Owners, acting by and through the Board of the Association. The roads shall be always the responsibility of those living there. The county will not take over the maintenance of these roads.
 17. No building shall be used for commercial use of any kind.
 18. It shall be the duty and obligation of the Residential Lot Owner of each lot to insure that the entire lot area is finish grade and seeded with grass to prevent erosion and infiltration of noxious weeds within sixty (60) days of occupancy, weather permitting. In the event inclement weather does not permit the completion of this task, the same must be completed by June 1 of the year following occupancy.
 19. All improvements to individual properties are strictly the responsibility of the owner.
 20. Individual boat docks and ramps are the responsibility of their owner.
 21. **RESTRICTIONS AGAINST POLLUTION:** No building shall be constructed unless a permit shall have been received as may be required by the Zoning Regulations of McLean County, North Dakota. No septic tank or other means of sanitary disposal shall be constructed, used or maintained unless the same meets with the requirements of all state and local health laws, rules and regulations and in no event shall any person undertake or permit any use of the property which would be dangerous to the health of any person residing in the area. All leach and drain fields and septic tanks shall be designed according to the State Health Department requirements.
 22. Duration of these restrictions is through the year 2023 and automatically extended for ten (10) years periods, unless by a vote of eighty percent (80%) of the then owners it is agreed to change all or part. No changes will be made until at least seven (7) of the lots are sold.
 23. All owners must agree to become members of the property owner's association, whose duty it will be to govern the affairs of the subdivision.
 24. **GRADING:** Neither grantee nor any person or persons claiming under him shall or will at any time raise the grade of any lot or lots which would affect adjoining lots.
 25. **NUISANCES:** No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause

such lot to appear in an unclean or untidy condition or that will be obnoxious to the eyes, or shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious orders or that will cause any noise that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. Unsightly storage of old cars, junk, trash, and unlicensed vehicles is prohibited.

26. **SIGNS:** No signs of kind shall be displayed to the public view on any lot except 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 a builder to advertise the property during the construction and sales period.

27. **PARTIAL INVALIDITY:** If any Covenants or condition or restriction herein above contained, or any portion thereof, is valid or void, such invalidity or void shall in no way affect any other covenant, condition or restriction.

WITNESS WHEREOF, the owners have caused these presents to be signed this

day of _____

X

Richard Schlichting

X

Betty Schlichting

STATE OF NORTH DAKOTA)
(ss
COUNTY OF MCLEAN)

On this _____ days of _____, before me, a notary public, personally
appeared _____ and _____ known to me to be the
persons described in the foregoing instrument and severally acknowledged to me
that they executed the within and foregoing instrument.

(SEAL)

Notary Public

My commission expires:

38-32-5024
38-32-5023-010
St. Mary 148-85

MC LEAN COUNTY PERMIT APPLICATION

CONDITIONAL USE ZONING CHANGE SUBDIVISION PLAT TEMP. USE

Name of applicant: George Schlichting & Bernice

Mailing address: 132 5th St NE Garrison, ND 58540

Telephone Number (701) 337-6597 (ofc) _____ (res)

Property is located in the SE (Quarter), Section 32, Township 148,

Range 85, or more specifically identified as:

Parts of the west half of the west half of the southeast quarter, the west half of the east half of the west half of the southeast quarter and part of Government Lot 3, Section 32, Township 148 North, Range 85 West, McLean County, North Dakota.

22 lots

Purpose of requested change:

Develop a subdivision for rural housing.

Describe proposed construction:

Construct new roads for subdivision built to county standards including culverts drainage ditches and rural water lines.

Present land use: Agricultural

Proposed land use: Residential

Additional items required to be attached:

- Map of area
- Boundary line survey of site
- Preliminary map showing location of structures.
- Timing schedule indicting the starting and completion dates.
- Written approval of highway authority for new access roads.
- Permit application fee in the amount of \$ 1,100

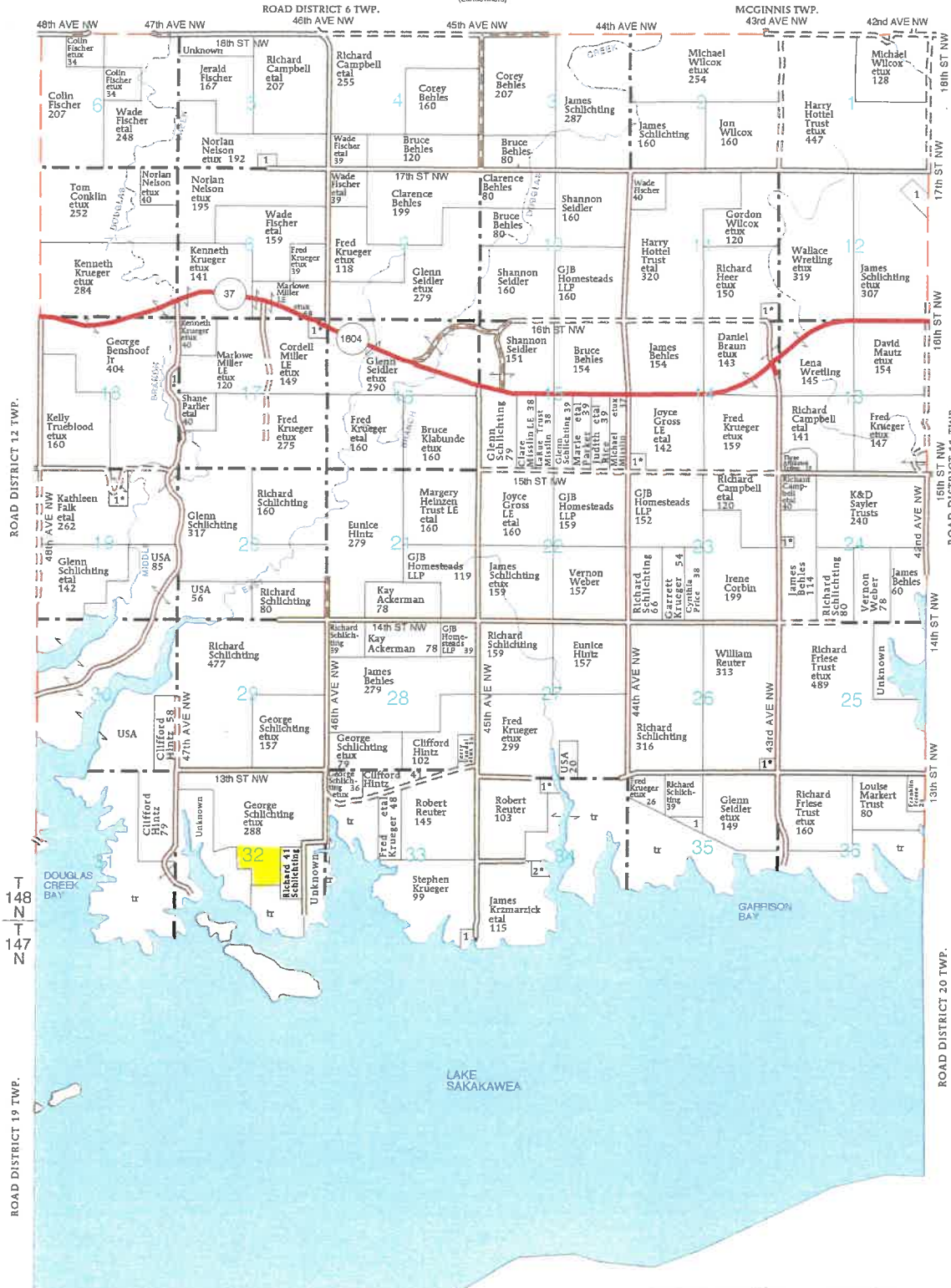
(MAKE CHECK PAYABLE TO McLEAN COUNTY TREASURER)

\$500/first 10 + 12 lots @ \$50/each (\$600)

T-147-148-N

ST MARY PLAT

R-85-W



ST MARY TOWNSHIP

SECTION 5

1. Baker, Joshua 6

SECTION 11

1. Erickson LE, Ronald etux 10

SECTION 12

1. Garrison Airport Authority 9

SECTION 14

1. Behles, Corey etal 11

SECTION 17

1. Nelson Trust, Bernard etux 8

SECTION 18

1. Parlier, Shane etal 6

SECTION 19

1. Leingang, Thomas etux 20

SECTION 24

1. Tank, Anthony etux 5

SECTION 26

1. Larson, Leslie etux 5

SECTION 33

1. Krueger, Wanda 10

SECTION 34

1. Krueger, Fred etux 5

2. Nissen, William etux 5

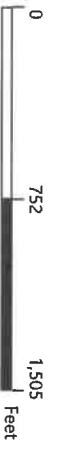
SECTION 35

1. Reuter, Paul 9



Enter Map Title...

Web Print: 02/28/2023



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



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Reservations and Restrictive Covenants

Schlichting's Third Subdivision

To the Public:

This is a Declaration of Reservations and Restrictive Covenants of Lots One (1) through Fifteen (15) of Block One (1) and Lots One (1) through Seven (7) of Block Two (2) of Schlichting's Third Subdivision.

Parts of the West Half of the West Half of the Southeast Quarter, the West Half of the East Half of the West Half of the Southeast Quarter and Part of Government Lot 3, Section 32, Township 148 North, Range 85 West.

If the owners of such lots or any of them, or their heirs or assigns shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in such subdivision to prosecute any proceedings at law or in equity against the person or persons violating any such covenants, and either to prevent his from doing so or to recover damages for such violation, or both.

It is agreed as follows:

1. These restrictive covenants shall apply to all lots contained within the Schlichting's Third Subdivision as described above.
2. These restrictive covenants, as recorded with the Register of Deeds of McLean County, North Dakota, are to run with the land, in perpetuity, and shall be made a part of every deed, lease, or other instrument concerning either the possession of property interest of any of the above described property.
3. The provisions and conditions of the following restrictive covenants shall be binding on the undersigned, their heirs, representatives and assigns and all future and subsequent owners and interest holders.
4. The property will be used for residential purposes only.
5. No subdividing of any lot will be permitted, nor any variances be allowed.
6. Only one single family dwelling will be erected on each lot, not to exceed two stories. Each dwelling will have a minimum area of not less than eight hundred square feet (800 sq. ft) on the main floor, exclusive of garages, porches, or car ports. The minimum lot will be Sixty-five thousand three hundred forty square feet (65,340 sq. ft). The minimum front yard set back of the dwellings and outbuildings will be thirty-five feet (35') and the rear, thirty feet (30'). The minimum side yard clearance of the dwellings from the lot line shall be not less than fifteen feet (15'). One detached storage building, not larger than 3,600 sq. ft., one story in height; with sidewalls not to exceed 18' may be constructed. This building must have straight walls and the exterior of such building shall be a neutral color consistent with residential construction, no silver metal. In Schlichting's Third Subdivision

mobile homes are not permitted unless they are at least twenty-four (24) feet wide and ten (10) years or newer, and in good condition, at the time of placement. Mobile homes are to be placed on a permanent foundation, or on permanent piers so as to meet conventional financing requirements. All mobile homes must be skirted with proper coloring to the home. A mobile or trailer type home may be used as a

temporary dwelling during a period of construction of a permanent dwelling for up to one (1) year with consent from all adjoining landowners of Schlichting's Third Subdivision.

7. No cattle, horses, chickens, pigs, or other animals, except domestic pets, are permitted on the premises. There will be no tolerance for vicious dogs and nuisance barking.
8. The water supply and sanitary disposal must conform to the standards of the state and district health departments.
9. Weeds must be mowed or sprayed to reduce fire hazards a minimum of one time per year.
10. The owner of each lot shall make provisions for adequate off-street parking.
11. Unsightly storage of old cars, junk, trash, unlicensed vehicles is prohibited.
12. No Shacks, Huts, Street Cars, Railroad Cars, Buses and Mobile homes in disrepair are not permitted.
13. Temporary Use of Recreational Vehicle on Residential Property:
One (1) recreational vehicle may be used as temporary accommodation to allow the property owner to construct a permanent residence or remodel an existing residence on the lot. The use of the recreational vehicle shall be authorized with the written approval of the McLean County Land Use Administrator upon receipt of an approved site plan, building permit, construction schedule, and such shall not exceed one (1) year in duration, unless authorized by the McLean County Zoning Commission. The unit may be placed on the site only upon receipt of a valid building permit for a single-family dwelling and must be removed from occupancy within seven (7) days of completion of the residence. The unit shall comply with all setbacks appropriate to the zone in which it is to be placed and shall not be parked on nor in any way obstruct public right of way. No person other than the owner of the residential property shall occupy the unit and the unit shall not be used as a temporary rental unit. A recreational vehicle is considered occupied if it is used as living quarters on any calendar day.
14. Temporary Use of Recreational Vehicle Requirements for Camping on Residential Property:
The use of one (1) recreational vehicle as a Temporary accommodation for guests may be allowed on "developed residential property" with an established residential use. The unit shall not be parked on nor in any way obstruct any public right-of-way, and shall be located a minimum of five (5) feet from another structure. The unit may not be skirted, provided a deck or patio above ground level, and the discharge of any gray water or sewage is prohibited. Use of the unit shall not exceed four (4) days at any one time or sixteen (16) days in any calendar year.
15. ROAD MAINTENANCE: The roads within this development are dedicated for

- public use. Post installation maintenance is the responsibility of the owners of this development. Costs of such maintenance shall be equally shared between the lots benefitting from such maintenance. Maintenance shall be approved by a simply majority of the affected owners. Established approaches shall be shared by lots that are adjacent to said approaches.
16. Building of the initial road, together with graveling and bringing the road to grade shall be the responsibility of Developer. Thereafter, any maintenance, including snow removal, on the roads within Schlichting's Third Subdivision shall be the responsibility of the Residential Lot Owners, acting by and through the Board of the Association. The roads shall be always the responsibility of those living there. The county will not take over the maintenance of these roads.
 17. No building shall be used for commercial use of any kind.
 18. It shall be the duty and obligation of the Residential Lot Owner of each lot to insure that the entire lot area is finish grade and seeded with grass to prevent erosion and infiltration of noxious weeds within sixty (60) days of occupancy, weather permitting. In the event inclement weather does not permit the completion of this task, the same must be completed by June 1 of the year following occupancy.
 19. All improvements to individual properties are strictly the responsibility of the owner.
 20. Individual boat docks and ramps are the responsibility of their owner.
 21. **RESTRICTIONS AGAINST POLLUTION:** No building shall be constructed unless a permit shall have been received as may be required by the Zoning Regulations of McLean County, North Dakota. No septic tank or other means of sanitary disposal shall be constructed, used or maintained unless the same meets with the requirements of all state and local health laws, rules and regulations and in no event shall any person undertake or permit any use of the property which would be dangerous to the health of any person residing in the area. All leach and drain fields and septic tanks shall be designed according to the State Health Department requirements.
 22. Duration of these restrictions is through the year 2023 and automatically extended for ten (10) years periods, unless by a vote of eighty percent (80%) of the then owners it is agreed to change all or part. No changes will be made until at least fourteen (14) of the lots are sold.
 23. All owners must agree to become members of the property owner's association, whose duty it will be to govern the affairs of the subdivision.
 24. **GRADING:** Neither grantee nor any person or persons claiming under him shall or will at any time raise the grade of any lot or lots which would affect adjoining lots.
 25. **NUISANCES:** No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause

such lot to appear in an unclean or untidy condition or that will be obnoxious to the eyes, or shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious orders or that will cause any noise that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. Unsightly storage of old cars, junk, trash, and unlicensed vehicles is prohibited.

26. **SIGNS:** No signs of kind shall be displayed to the public view on any lot except 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 a builder to advertise the property during the construction and sales period.

27. **PARTIAL INVALIDITY:** If any Covenants or condition or restriction herein above contained, or any portion thereof, is valid or void, such invalidity or void shall in no way affect any other covenant, condition or restriction.

