

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR AUTUMN WOODS ESTATES**

THIS DECLARATION Made this 11th day of February, 2016, by Crary Development, Inc., of Grand Forks, North Dakota (hereinafter called the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of the real property (Property) described in Article II of this Declaration, and the Developer desires to create or have created on the Property and any Additional Real Estate added thereto, a permanent residential community, and

WHEREAS, the Developer has caused to be incorporated Autumn Woods Estates Association, Inc. under the laws of the State of North Dakota, as a non-profit corporation, to which shall be assigned the powers and duties of maintaining and administering the common areas and facilities, and administering and enforcing the covenants and restrictions, and collection and disbursing the assessments and charges herein created.

NOW, THEREFORE, the Developer hereby declares that the real property described in Article II and all Additional Real Estate added thereto is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words, when used in this Declaration, or any supplemental Declaration (unless the context shall prohibit) shall have the following meaning:

- a. "Association" shall refer to Autumn Woods Estates Association, Inc., its successors and assigns.
- b. "Lot" shall refer to the existing Property consisting of lots numbered from "1" to "8", both inclusive, and lots numbered "10" to "18", both inclusive, in Block 1 on the Plat described as Crary's Fifth Resubdivision the City of Grand Forks, North Dakota, together with the improvements thereon together with any Additional Real Estate added hereto except for any Additional Real Estate designated as a common area lot.
- c. "Additional Real Estate" shall mean any and all real property currently owned by the Developer or subsequently purchased by the Developer that is contiguous to the Property, and which is designated by the Developer to be part of the Property, including all improvements located thereon now or in the future, and all easement and rights appurtenant thereto. The addition of such Additional Real Estate shall become effective by the

recording in the Office of the County Recorder of Grand Forks County, North Dakota by the Developer of an amended declaration for each new section annexed.

- d. "Owner" shall refer to the holder of the fee simple title, a contract vendee, life tenants, or lessee under a lease having a term of more than three (3) years. The term "Owner" and "Unit Owner" when used in this Declaration shall include the term member.
- e. "Member" shall refer to a member of the Association as provided in Section 1 of Article III hereof.
- f. "Developer" shall refer to Crary Development, Inc., its successors and assigns.
- g. "Mortgage" shall mean and refer to any mortgage of record or other security instrument by which a lot or any part thereof is encumbered.
- h. "Mortgagee" shall mean and refer to any person named as a mortgagee under any mortgage or any successors of the interest of such person under such mortgage.
- i. "Common Area" shall refer to "Lot 9, Block 1", on the Plat described as Crary's Fifth Resubdivision to the City of Grand Forks, North Dakota and any other common area lot designated as such in Additional Real Estate that may be added hereto by any amendments to this Declaration. Common area shall also include all installations of power lines, electrical lines, gas lines, and the main water and sewer lines in the common area. (any water and sewer lines from the "T" connection for each individual residential unit to each individual residential unit as well as any gas lines, power lines and electrical lines on each lot is NOT included in the Common Area and is the responsibility of each home owner), and any roads, sidewalks, and grass areas located in Lot 9, Block 1, Crary's Fifth Resubdivision to the City of Grand Forks, North Dakota, and any other common area lot designated as such in Additional Real Estate that may be added hereto by any amendments to this Declaration and other open areas as designated in the Plat and any additional plats that may be recorded to add Additional Real Estate.. Each lot shall be afforded the exclusive right to use of the driveway and sidewalk constructed on such lot and such driveways and sidewalks shall be considered as part of the ownership of the home.
- j. "Limited Common Area" shall refer to all of the lawns and exterior landscaping as well as the underground sprinkler system within Crary's Fifth Resubdivision and any other plats recorded to add Additional Real Estate, to the City of Grand Forks, North Dakota.

- k. "Capital Improvement" shall refer to any construction of, reconstruction of, substantial alteration of, substantial repair of, or substantial addition to the physical amenities on the common areas, excepting that any construction of a capital improvement shall not refer to any construction by the Developer at his expense, or any duly authorized work performed by governmental bodies.
- l. "Separate Improvements". The separate improvements constructed upon a lot are the home including any decks and other buildings constructed by the lot owner on a lot.
- m. "Person". The term person shall include an individual, partnership (whether general or limited), trust, corporation, limited liability company, or any other entity.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Grand Forks, County of Grand Forks, State of North Dakota, and is more particularly described as follows:

**Lots 1 through 18, in Block 1 on the Plat described as Crary's Fifth
Resubdivision the City of Grand Forks, North Dakota,**

and subject to all of the dedications, restrictions, easements, and agreements shown on or made in connection with said plat. Any Additional Real Estate added by way of an amendment to this Declaration shall also be held, transferred, sold, conveyed, and occupied subject to this Declaration and shall be subject to all of the dedications, restrictions, easements, and agreements shown on or made in connection with said Additional Real Estate.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1.

Every owner of a Lot that is subject to assessments shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

Section 2. The corporation shall have one class of voting membership:

Class A: Until the Developer has sold and closed on the last lot that is subject to the Declaration, including any lots that are added to this Declaration as Additional Real Estate by any amendments hereto, the Developer shall be entitled to vote for every lot and shall be entitled to make any and all decisions. At such time as the Developer has sold and closed on the last lot that is subject to the Declaration, including any lots added hereto as Additional Real Estate, the Developer shall turn the Association over to the members and the Class A members shall be all owners who shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they determine, and notice of such determination shall be filed with the Secretary of the Corporation, but in no event shall more than one vote be cast with respect to any lot.

Section 3. FUNDS

The share of an owner in the funds and assets of the Association cannot be assigned, pledged, encumbered, or transferred in any manner, except as an appurtenance to the lot of which he or she is an owner.

ARTICLE IV

Section 1. MEMBERS ENJOYMENT

Every member shall have the following non-exclusive appurtenant easements in the common areas:

- a. Right of ingress and egress;
- b. Utility easement , an easement for water, sewer, and other utilities;
- c. Parking privileges, as designated by the Association;
- d. Right of overhang and encroachment of improvements on a lot which are not inconsistent with the use of the common areas by other members;
- e. Right and easement of enjoyment for himself and members of his family.

Subject to the following provisions:

1. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, providing that no such dedication or transfer shall be effective unless an instrument in writing agreeing to such dedication or transfer is duly signed by 2/3rds of the owners and the same has been duly recorded in the office of the Register of Deeds.
2. Any dedications, restrictions or agreements contained in the Plat described in Article II hereof and in the plat for any Additional Real Estate.

Section 2. TITLE AND IMPROVEMENTS

- a. The Developers shall convey and record marketable record title, to the common areas, subject to the dedications, restrictions or agreements contained with the Plat described in Article II hereof, to the Association, prior to the conveyance of a fee title to any lot. The Association shall assume any sewer connection fees existing or pending at the time of the conveyance. The acceptance by the Association of such conveyance shall constitute an assumption by the Association of all obligations and duties of the Developer arising out of the Plat described in Article II hereof and any plat for Additional Real Estate as to such conveyed property. Any additional common areas for additional phases shall be conveyed to the Association prior to the conveyance of a fee title to any lot in such additional phase.
- b. The Developer covenants and agrees with the Association that it will construct and install, in a workmanlike manner, and pay for all improvements as set forth in the plans and specifications on file with the Association and delivery of the conveyance to the common areas to the Association shall not constitute a release of the Developer from the obligations to construct and install, in a workmanlike manner, and pay for all such improvements, unless such improvements are to be paid by the Association as provided herein; nor shall this paragraph release the Association from any obligations assumed by it upon the acceptance of such conveyance. Until the Developer has completed the construction and installation as set forth in the plans and specifications, the Developer shall have the right to enter upon the common areas, and such other areas as are reasonably necessary for the purpose of completing such construction and installation.
- c. The Association, in accordance with the By-Laws and Articles of Incorporation, shall have the right to borrow money for construction of capital improvements, reconstruction, repair, and maintenance of capital improvements, and in aid thereof to mortgage the common areas, and the rights of such mortgagee in the mortgaged common areas shall be subordinate to the rights of enjoyment of the members hereunder. No indebtedness for such purposes shall exceed twice the sum of the annual assessments levied or permitted to be levied against all lots.

Section 3. USE OF COMMON AREAS

The common areas shall be used strictly in accordance with the easements granted thereon and the dedications contained in the Plat as described in Article II hereof and any plat added hereto as part of the Additional Real Estate. Except as herein provided, no owner or member shall obstruct or interfere in any manner whatsoever with the rights and privileges of other owners or members in the common areas and nothing shall be planted, altered, constructed upon or removed by an owner or member from the common area, except by prior written consent of the Association. If any owner or member shall violate this section, the Association shall have the right to restore the common area to its prior condition and assess the cost thereof against the

owner or member who violates this section, and such cost shall become a lien upon the lot of such owner or member, from the date of such assessment, and shall become due and payable upon demand.

The Association shall have the same right and powers to collect the cost of such restoration as is provided in Article VI for the collection of delinquent annual or special assessments.

If an owner or member interferes with the rights and privileges of another owner or member in the use of the common areas, except as herein provided, the Association or owner or member may commence an action to enjoin such interference and the prevailing party shall be entitled to recover such reasonable attorney's fees as the Court may allow, together with all necessary costs and disbursements incurred in connection therewith.

ARTICLE V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. COMMON AREAS AND LIMITED COMMON AREAS

The Association, subject to the rights of the owners and members as set forth in this Declaration, shall be responsible for the exclusive management and control of the common areas and all improvements thereon (including the furnishings and equipment related thereto) which includes snow removal and maintenance of private roads and grass areas and shall keep the same in good, clean, attractive, and sanitary condition, order and repair, and the Association, its agents and employees shall have the right to enter upon any lot and/or lots for the purpose of maintaining the main sewer and water lines located in the common areas, the removal of snow, landscaping maintenance, lawn mowing and sprinkler system maintenance in the common areas. The Association shall also be responsible for the snow removal on all of the lots including the common area lots as well as for the lawn care, including mowing, on all of the lots including the common areas and each lot will be assessed as provided herein for such services. The Association will be responsible for the maintenance of all of the limited common elements which consists of all of the lawns and landscaping on all of the lots and on the common area lots as well as for the underground sprinkler system and each lot will be assessed as provided herein for such services. The Association will be responsible for the watering of all grass areas on all of the lots and the common area lots. There will be a central sprinkler system using a fire hydrant at the main water source for such sprinkling with the cost of such sprinkling to be metered separately and assessed as provided herein to each lot.

The cost of maintaining and repairing the main water pipe lines and the main sewer lines located in the common areas shall be a common expense to be assessed as provided herein. Any costs of maintaining and repairing the water line or sewer line from the "T" connection for each individual residential unit to the individual residential units shall be at the cost of said individual lot owner(s). If there is a condition up to the in the main water lines or sewer lines located in the common areas requiring repair or maintenance that affects some but not all of the lots, any cost of repair or maintenance shall be at the expense of the owner/owners of the lot(s) requiring the repair or maintenance.

In the event that it is necessary to dig or make any alterations to the land or the structure or any of the lots in order to repair or maintain the main water or sewer service located in the common areas, the Lot owners shall participate, equally, in the cost of restoring the structure and ground to the same condition that they were in prior to such repair or maintenance. In the event that any of the lots require repairs or maintenance to the water supply line or sewer line providing service from the "T" connection for each residential unit to such lot(s), the cost of repairing and restoring the land and/or structure to their condition prior to the repair shall be at the expense of the lot owner/owners requiring the repairs or maintenance.

The repairs and restoration of the land following the repair or maintenance of any water line or sewer line shall be done promptly. In the event that a lot owner fails to promptly discharge its obligations to repair or restore the land following repair or maintenance of the water or sewer lines, the Association may do so without waiving any rights under this Declaration and thereafter assess the appropriate lot(s) for the cost of such repairs and restoration.

In the event that the existing gas, electrical, telephone and cable underground lines require repair and/or maintenance, the lot owner/owners whose gas, electrical, telephone and cable underground lines requires the repair and/or maintenance shall pay the cost of such repairs and of restoring the land to its original condition, as necessary. In the event that the necessity for maintenance or repairs to the gas, electrical, telephone and cable or underground service affects all lots equally or if the necessary maintenance or repairs provide benefit to all lots, but the degree of benefit is impractical to ascertain, then all lots shall share the expense equally and it shall be assessed as provided herein.

All of the exterior landscaping within Crary's Fifth Resubdivision and any Additional Real Estate added hereto by way of amendment is to be considered a limited common area wherein the owner of each lot shall have the exclusive use of the limited common area that is located within the boundary of their respective lot, provided, however, that the lawncare, landscaping maintenance, irrigation and snow removal shall be contracted by the Association and the cost of the same paid through assessments as provided herein with each lot owner to share equally in such costs unless the Board of Directors determines that whatever services are provided benefit any one lot/lots and then such lot/lots will be assessed for such services. Lot owners may not conduct, contract for or provide for their own lawncare, landscaping maintenance, irrigation and snow removal, excepting in the case of emergency.

Section 2. EXTERIOR OF BUILDINGS

The Association shall NOT be responsible for the maintenance and repair of the exterior surfaces of all buildings on any lot, including, without limitations, the painting of the same as often as is necessary, window replacement, door replacement, glass replacement, the replacement of trim and caulking, the maintenance and repair of roofs, gutters, downspouts and overhangs. Each lot owner is responsible for the exterior maintenance of all buildings on his or her lot.

All of the exterior structural surfaces and driveways of the individual residential units shall be maintained and repaired by their respective lot owners.

Section 3. PERSONAL PROPERTY

The Association may acquire and hold for the use of all of the owners and members any tangible and/or intangible personal property and dispose of the same by sale or otherwise, as it shall deem advisable. Each owner or member may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other owners or members to a like use thereof.

Section 4. SERVICES

The Association may obtain and pay for the services of any person or entity to manage its affairs, or perform its duties and obligations under this Declaration, or any part thereof, not prohibited by the Articles of Incorporation, the By-Laws, or this Declaration as it shall be deemed advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the real property described in Article II hereof and any Additional Real Estate added hereto for the purposes as set forth in this Declaration, whether such personnel are furnished or employed directly by the Association, or by any person or entity with whom or which it has a contract.

The Association may obtain and pay for legal and accounting services as are necessary or deemed advisable in connection with the fulfillment of its duties and obligations under this Declaration, and the enforcement of any of the terms, conditions and/or provisions of this Declaration.

The Association shall **NOT** be responsible for the furnishing of water, trash collection, sewer service, and other common services to each lot, unless otherwise provided for herein as far as sprinkling is concerned. Each lot owner is responsible for the cost of such services on each individual lot. Each lot will have its own water, electrical and gas meters.

Section 5. INTERIOR MAINTENANCE

The owner of any lot shall be responsible for the repair and maintenance of the interior of any building upon the owner's lot and any water and sewer lines under each lot from the "T" connection for such lot and continuing for the depth of the lot.

Section 6. RULES AND REGULATIONS

The Board of Directors of the Association may adopt reasonable rules and regulations governing the use of the lots and of the common areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration for the purpose of promoting the health, safety, and welfare of the residents on the property and to maintain the property values.

ARTICLE VI

COVENANTS FOR ASSESSMENTS

Section 1. LIEN FOR ASSESSMENTS

The Developers, for each lot within the property described in Article II hereof and for any Additional Real Estate added hereto, covenant, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant, and agree to pay to the Association:

1. Annual assessments or charges, payable as determined by the Board of Directors of the Association.
2. Special assessments for capital improvements, such as assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of the lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by such successor and/or successors.

Each lot shall share equally in all assessments unless otherwise specified herein.

Section 2. PURPOSE OF ASSESSMENTS

The assessments levied by the Board of Directors of the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents on the lots, to pay for charges for snow removal, street maintenance, sewer and water in the common areas, grass and landscaping maintenance, sprinkler system maintenance, and for the improvement and maintenance of the common areas and any other services provided for by the Association as determined herein and/or by the Board of Directors.

Section 3. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

In addition to the annual assessments authorized above, the Board of Directors of the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. NOTICE, QUORUM, AND MEETINGS

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 of this Article shall be sent to all owners entitled to vote, not less than 15 or more than 50 days prior to such meeting. At the first such meeting called, the presence in person or by proxy of 35% of all owners entitled to vote shall be a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. UNIFORM RATE OF ASSESSMENT

Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis, provided, however, that any special assessment for maintenance, repair, or improvements on any lot and/or lots, to the exclusion of any lot and/or lots, for the benefit of such lot and/or lots, shall be on the basis of the benefit to any lot and/or lots, as determined by the Board of Directors, and shall be payable as determined by the Board of Directors of Association at the time of making such special assessment.

Section 6. DATE OF COMMENCEMENT

The annual assessments provided for herein shall commence as to each lot on the first day following the closing on the sale of the lot to the purchaser. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period, and written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 7. EFFECT OF NONPAYMENT

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the statutory rate of interest. The lien of the unpaid sums assessed with interest, costs, and reasonable attorney's fees may be foreclosed by action in like manner as a foreclosure of a mortgage or such other action as is permitted by the Laws of the State of North Dakota. The Association shall have the power to bid in at such foreclosure sale, and to hold, lease, mortgage, and convey the lot and/or lots so acquired. An action to recover a money judgment for unpaid sums assessed, with interest, costs, and reasonable attorney's fees may be brought against the owner of a lot and/or lots against which said unpaid sums were assessed. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of the lot and/or lots.

Section 9. SUBORDINATION

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on any lot and/or lots. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot and/or lots pursuant to foreclosure of a first mortgage lien or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien therefor.

ARTICLE VII

COVENANTS FOR INSURANCE

Section 1. MAINTENANCE OF INSURANCE

The Association shall procure and maintain adequate liability insurance, in an amount not less than \$1,000,000.00, insuring the Association and its members against injuries occurring upon the common areas. The Association shall also maintain hazard insurance covering property owned by the Association. Any insurance costs for the common areas shall be allocated equally to each lot.

Such insurance costs shall constitute an assessment within the meaning of Article VI, and assessed as the Board of Directors shall determine.

Each Owner, at his or her own expense, shall purchase, maintain in full force and effect one or more insurance policies insuring his or her lot and the improvements thereon for the full replacement value thereof against loss and damage from all hazards and risks normally covered by a standard "Extended Coverage" or "Comprehensive" insurance policy, including fire, hazards, wind, hail, flood, vandalism and malicious mischief. Each Owner, at his or her own expense shall also secure and maintain in full force and effect comprehensive personal liability insurance for damage or injury to person or property of others occurring on his or her lot. Such policies can be combined into one policy. As each home is a detached, freestanding unit, there is no requirement for master insurance policies of insurance.

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

From and after the completion of construction of the improvements on and of the sale of any lot within the subdivision and within any Additional Real Estate added hereto covered by this Declaration, no building, fence, wall, or other structure shall be commenced, erected or maintained upon any such lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, location in relation to the surrounding structures, and topography by the Board of Directors of the Association, after securing a recommendation from an architectural control committee composed of three or more members appointed by the Board of the Directors of the

Association, provided, however, that until the last lot subject to this Declaration is sold and closed, the Developer shall be the sole member of the architectural control committee.

In the event the Board of Directors of the Association fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it or in any event if no suit to enjoin the addition, change or alteration has been commenced prior to the completion thereof, approval will not be required and this Article shall be deemed to have been fully complied with.

The prevailing party in any action brought by the Association pursuant to this Article shall be deemed entitled to recover costs and disbursements in connection therewith.

All such plans and specifications shall be submitted to the Secretary of the Association, and any time limit herein contained shall commence from the date of such submission.

ARTICLE IX

EASEMENTS

Section 1. EXTENT OF MUTUAL EASEMENTS

The title to a lot shall include an exclusive easement on the adjoining lot or lots on areas occupied by fireplaces, roof overhangs, air conditioning compressors, decks, balconies, flower boxes, utility installments, and other appurtenances, which are part of the original construction of any improvement on a lot or which are added pursuant to the provisions of Article VIII hereof.

Section 2. DEDICATIONS

Subject to the dedications contained in the Plat described in Article II hereof and any additional plat which is part of the Additional Real Estate added hereto, nothing contained in this Declaration shall be construed or deemed to constitute a dedication, express or implied, of any part of the common areas to or for any public use or purpose whatsoever.

ARTICLE X

ADDITIONAL RESTRICTIONS

Section 1.

No lot shall be used except for residential purposes, except that the Developer shall be entitled to maintain model homes on the lots. No lot shall be improved, used or occupied for other than private one family residential purpose. No trailers, tents, shacks, detached garages, or other outbuildings shall be erected on any lot described herein, nor shall any garage be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence. No pre-fabricated, modular or manufactured homes shall be allowed.

Section 2.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or any of the improvements thereon, excepting that dogs, cats and other household pets may be kept, provided that they are not kept for any commercial purpose, and are controlled at all times so as not be an annoyance to any other owner and/or member. The Board of Directors of the Association may order the removal of any such household pet which it shall determine is an annoyance to any other owner and/or member.

Section 3.

No sign of any kind shall be displayed to public view on any lot, any improvement on any lot, or the common areas, except that a "For Sale" sign may be displayed on any lot, provided that it is in such form as the Board of Directors of the Association may require, except that the Developer shall be permitted to erect and maintain on any lot such signs as he deems appropriate to advertise the Development until the Developer conveys the fee title to said lot.

Section 4.

No garbage, rubbish or trash shall be kept on any lot, except in sanitary containers. No garbage racks shall be permitted above the ground in front of any of the houses in said subdivision. All incinerators or other equipment used or kept for the storage or disposal of any such material shall be kept in a clean and sanitary condition. Should there be maintained on any lot any materials, vehicles, or other objects which the Board of Directors of the Association deem to be detrimental to the health, safety and welfare of the residents on the property, or tends to depreciate the property values, said Board may give the owner and/or owners of said lot written notice requiring the removal of the same within ten (10) days, and if not removed after that time the Board of Directors shall be authorized to remove the same, without any liability whatsoever to the owner and/or owners of the lot on which the same is located, and assess the cost of such removal to such owner and/or owners as provided in Article VI of this Declaration.

Section 5.

No noxious or offensive activities shall be carried on upon any lot nor within any improvement upon any lot, nor shall any trade or business be carried on upon any lot nor within any improvement upon any lot which requires a permit or license from any governmental agency or body, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or any lot owner and/or member. No power equipment, hobby shops or car and motorcycle maintenance and boat and motor repair, other than emergency or personal work, shall be permitted on any lot.

Section 6.

No structure of a temporary nature or character, or a basement, trailer, shack, garage, barn or other building shall be used on any lot as a residence, either temporarily or permanently.

Section 7.

No television, radio antennas or broadcast receiving devices shall be erected or placed upon the exterior of any lot or improvement thereon, without the written consent of the Board of Directors of the Association except that satellite dishes shall be allowed.

Section 8.

No clothesline shall be permitted upon any lot or improvement thereon, without the written consent of the Board of Directors of the Association.

Section 9.

No wall or window air conditioning units shall be installed, operated, or maintained on any lot or any improvement thereon.

Section 10.

All sporting equipment, toys, outdoor cooking equipment, (except permanent installations that may be installed under the provisions of Article VIII), and other equipment and supplies necessary or convenient to residential living shall, when not in use, be stored within the home or improvement on the lot, or shall be screened from view, subject to the provisions of Article VIII as to type and location of screening, if not part of the original construction by the Developer.

Section 11.

No lot or improvement thereon shall be used for the storage of materials not customary, necessary, or convenient for residential living except that an outbuilding or shed with an 8' x 10' wood frame, 6' side walls, 6'-12' pitch roof and sided and shingled to match the home on the lot shall be allowed. If a landowner wishes to construct an outbuilding or shed, a plan for the outbuilding or shed shall be submitted to the Architectural Control Committee provided for in Article VIII. In the event that any lot owner shall fail or refuse to keep his or her lot free of refuse piles, or other unsightly objects, then the Association may have someone enter upon said lot and remove the same at the expense of the lot owner, and such entry shall not be deemed a trespass.

Section 12.

The harboring of the source of any noise or activity which disturbs the peace, tranquility, comfort or serenity of other owners and/or members is prohibited.

Section 13.

No owner of any lot shall be allowed to add on to his or her property unless approved as provided under Article VII herein.

Section 14.

Fences on any of the lots shall be constructed of white vinyl and have at least a 4' gate to allow for passage of the mowers. No perimeter fences shall be constructed of metal wire, metal sheets, cement blocks, plastic or fabric. All fences shall be constructed by the landowner so that the support or frame of the fence faces towards the owner's lot. It will be the duty of any landowner who constructs a fence on any lot to keep said fence in good repair. If a landowner wishes to construct a fence, a plan for the fence shall be submitted to the Architectural Control Committee provided for in Article VIII.

Section 15.

Each owner shall, at his or her sole expense, maintain and repair their residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction. Each owner shall maintain general hazard and liability insurance insuring the lot and buildings thereon for their full value.

Section 16.

No boats, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any lot or common area, except within a building where totally isolated from public view and excepting temporary parking for loading and unloading.

Section 17.

Parking on the private street by owners, their guests, invitees and licensees shall not be permanent and shall not interfere with the delivery of mail or other services to the lot owners.

Section 18.

No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any home.

Section 19.

No automobile garage shall be permanently enclosed or converted to other use.

ARTICLE XI

GENERAL PROVISIONS

Section 1. DURATION

The easements created hereby shall be permanent and shall run with the land. The covenants and restrictions contained in this Declaration shall run with and bind the land and shall

inure to the benefit of and be enforceable by the Association or the owner and/or owners of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Register of Deeds, County of Grand Forks, State of North Dakota, after which time said covenants and restrictions shall be automatically renewed for successive periods of ten (10) years.

Section 2. ENFORCEMENT OF COVENANTS

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, or against the land to enforce any lien created under the provisions of this Declaration. Failure of the Association or any owner and/or member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, unless otherwise specifically provided in this Declaration.

Section 3. NOTICES

Any notices required to be sent to any owner and/or member under the provisions of this Declaration shall be deemed to have been properly sent when mailed prepaid to the last known address of the person and/or persons who appear as a member and/or owner on the records of the Association at the time of such meeting.

Section 4. INTERPRETATION

The singular shall be deemed to include the plural, wherever appropriate, and unless the context clearly indicates to the contrary any obligations of the owners and/or members shall be joint and several.

Section 5. SEVERABILITY

Invalidation of one of the covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. AMENDMENT

Until such time as the Developer has sold and closed on the last lot subject to this Declaration, including any Additional Real Estate added hereto, the Developer shall have the sole authority to amend this Declaration. The Developer, its successors or assigns, may file amended Declarations from time to time to add Additional Real Estate.

After such time as the Developer has sold and closed on the last lot subject to this Declaration, including any Additional Real Estate added hereto and the Association has been turned over to the Owners, this Declaration may be amended by an instrument in writing signed by not less than sixty-seven percent (67%) of the lot owners entitled to vote at the time when

such amendment is adopted. All amendments shall be recorded in the Office of the County Recorder, County of Grand Forks, and State of North Dakota.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hands the day and year first above written.

Crary Development, Inc.

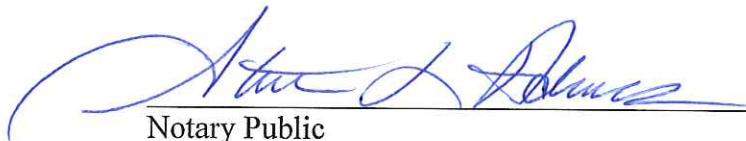
By: 

Timothy L. Crary

Its: President

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

The foregoing Declaration was acknowledge before me this 11th day of February, 2016, by Timothy L. Crary, known to me to be the President of Crary Development, Inc., on behalf of said corporation, referred to in said Declaration as the Developer.



Notary Public

My Commission Expires:

