NORTH DAKOTA GUARANTY & TITLE CO.-

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Burleigh County

RECORDER OF BURLEIGH COUNTY
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SUMMIT POINT SUBDIVISION
DECLARATION OF RESTRICTIONS ON REAL ESTATE

THIS DECLARATION OF RESTRICTIONS ON REAL ESTATE (this "**Declaration**"), is made on the date hereinafter set forth by **SP Developers, LLC,** a North Dakota limited liability company, their successors or assigns, hereinafter referred to as "**Developer**", whether one or more.

WHEREAS, Developer is the owner and/or developer of certain real property located in Burleigh County, North Dakota, which is more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**"), located in Summit Point 1st Subdivision according to the Plat thereof recorded in the office of the Burleigh County Recorder on November 4, 2024 as Document No. 972034 (the "**Plat**"); and

WHEREAS, Developer desires to provide for the preservation of the values and amenities on the Property and for the maintenance of the Property and any and all related common facilities; and to this end, desires to subject the Property together with such additions as may hereafter be made thereto, to the covenants, restrictions, reservations, easements, charges and liens, set forth in this Declaration, each and all of which is and are for the benefit of the Property and each owner of a portion of the Property; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Property, to create a homeowners association to which will be delegated and assigned the powers to enforce the covenants and restrictions set forth in this Declaration and collecting and disbursing the charges and fees of each owner of a part or portion of the Property; and

WHEREAS, Developer has incorporated a nonprofit corporation under the laws of the State of North Dakota known as the Summit Point Subdivision Homeowners Association for the purposes of exercising the functions set forth in this Declaration; and

NOW, THEREFORE, the Developer declares that the Property, and such additions and annexations thereto as may hereafter be made pursuant to Article III hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, reservations, easements, charges and liens (sometimes hereinafter referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I.
DEFINITIONS

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Section 1.

Glossary. The following words, when used in this Declaration or in any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

a. **"Access Easement"** shall mean and refer, collectively, to all access easements as shown on the Plat.

b. **"Association"** shall mean and refer to the Summit Point Subdivision Homeowners Association.

c. **"Property"** shall mean and refer to the real property which is more particularly described on Exhibit A attached hereto and made and part hereof, together with any additions which may occur thereto, as are subject to this Declaration, or subject to any Supplemental Declaration under the provisions of Article III hereof.

d. **"Common Areas and Improvements"** shall mean all Property owned and controlled by the Association for the common use and enjoyment of the Owners. The common areas which are intended to exist and be subject to the provisions of this Declaration are described as follows:

   i. The Access Easement.
   ii. The Community Center and the Community Center Lot and all other improvements located thereon, if and to the extent ownership thereof is transferred to the Association.
   iii. The Sanitary Sewer Treatment System.
   iv. The Sanitary Sewer Treatment System Lot.
   v. All easements and dedications as shown on the Plat, including, without limitation, all sign and landscape easements, utility easements, access easements, storm water easements, sanitary sewer main easements, rights-of-way, and rural water easements.
   vi. All roads, sidewalks, and pedestrian trails as shown on the Plat.

e. **"Community Center"** shall mean the community center building and related improvements constructed by Developer or its successor on the Community Center Lot. The Developer, at its option, may retain ownership of the Community Center, transfer ownership to the Association, or transfer ownership to a third-party.

f. **"Community Center Lot"** shall mean Lot 1, Block 8, Summit Point 1st Subdivision, which is reserved to the Developer and its successor for construction of the Community Center, green space, and such other reasonably related purposes as determined by the Developer or the Association.

g. **"Lot or Lots"** shall mean and refer to any lot located within the Property identified in the Plat, which is intended for residential purposes (excluding all Common Areas and Improvements).

h. **"Owner"** shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to a Lot in the Property, but notwithstanding any applicable provision of any mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to a foreclosure or deed in lieu of a foreclosure.

i. **"Member"** shall mean and refer to all those Owners who are members of the Association as provided for in Article V, Section 1, hereof.

j. **"Developer"** shall mean SP Developers, LLC, a North Dakota limited liability company, or

   i. Any person or entity who succeeds to the title of Developer to all or a portion of the Property by sale or assignment of all of the interest of the Developer in the Property, if the instrument of sale or assignment expressly so provides, or
   ii. Any person or entity to which the power to enforce the provisions of this Declaration has been assigned, as permitted by this Declaration. Any such person or entity shall be entitled to exercise all rights and powers conferred upon Developer by the Declaration, Articles of Incorporation of the Association, or Bylaws of the Association.

k. **"Declaration"** shall mean and refer to this Declaration of Restrictions on Real Estate, applicable to the Property as recorded in the office of the County Recorder for Burleigh County, North Dakota and as subsequently amended and modified.

l. **"Sanitary Sewer Treatment System"** shall mean the Sanitary Sewer Treatment System which shall be designed, constructed, and implemented by Developer to provide a private Sanitary Sewer Treatment System for the benefit and use of the Lot owners in the Property (except for the Individual Septic System Lots), including the following elements: a sanitary sewer main trunk line, a sanitary sewage treatment facility, an underground storage chamber, a drain pipe, and all related ancillary equipment and improvements, whether located on the Sanitary Sewer Treatment System Lot or any other Lot.

m. **"Sanitary Sewer Treatment System Lot"** shall mean Lot 3, Block 6, Summit Point 1st Subdivision.

n. **"Individual Septic System Lots"** shall mean (i) all lots in Blocks 1 through 5, except for Block 5, Lot 18; (ii) Block 6, Lots 1 and 2; and (iii) Block 8, Lot 10; all in Summit Point 1st Subdivision according to the Plat.

o. **"County"** shall mean Burleigh County, a political subdivision of the State of North Dakota.

p. **"Guidelines"** shall mean the Architectural Guidelines promulgated and amended from time to time by the Architectural Review Committee established under the provisions of Article VIII.

ARTICLE II.
PROPERTY SUBJECT TO DECLARATION

The Property is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration and the Plat and is located in Burleigh County, North Dakota, and is more particularly described on Exhibit A attached hereto and made a part hereof.

Developer may convey to the Association additional real estate, improved or unimproved, located within the Property, which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall considered part of the Common Areas and Improvements hereunder and be maintained by the Association at the sole expense of the Association for the benefit of all members of the Association in accordance with this Declaration.

This Article shall not be amended without the prior written consent of Developer, so long as the Developer owns any part or portion of the Property.

ARTICLE III.
ANNEXATION

Section 1.

Annexation Without Approval of Association. So long as the Developer is the Owner of or holds a mortgage on any part or portion of the Property affected by this Declaration, Developer shall have the right, privilege and option, from time to time, at any time, to annex any additional parcel or parcels of real property to the provisions of this Declaration and the jurisdiction of the Association, and designate additional common areas, access easements, and other amenities within such annexed parcel or parcels, and to change the boundaries of any lots owned by the Developer or create any new lots from lots owned by the Developer. Such annexation shall be accomplished by filing in the County Recorder's office for Burleigh County, North Dakota, an amendment to this Declaration annexing such property (a "**Supplemental Declaration**"). Such Supplemental Declaration shall not require the consent of the Members, the Association, or any person other than Developer. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Developer shall have the unilateral right to transfer to any other person, the right, privilege, and option to annex additional property which herein is reserved to the Developer, provided that such transferee or assignees shall be a developer of at least a portion of the Property and such transfer is required to be memorialized in a written document recorded with the County Recorder's office for Burleigh County, North Dakota in a document executed by Developer.

Section 2.

Acquisition of Additional Common Area. So long as the Developer is the Owner of or holds a mortgage on any part or portion of the Property affected by this Declaration, Developer may convey to the Association additional real estate outside of the Property, improved or unimproved, upon which conveyance or dedication to the Association shall be accepted by the Association without further action and thereafter shall considered part of the Common Areas and Improvements hereunder. Such annexation shall be accomplished by filing in the Burleigh County Recorder's office, a Supplemental Declaration annexing such property executed solely by Developer. Such Supplemental Declaration shall not require the consent of any person other than Developer.

Section 3.

Amendments to this Article. This Article shall not be amended without the prior written consent of Developer so long as Developer is the Owner of or holds a mortgage on any part or portion of the Property affected by this Declaration.

ARTICLE IV.
PROPERTY RIGHTS

Section 1.

Owner's Easements of Enjoyment. Every Owner shall have a right of enjoyment and easement to and in the Common Areas and Improvements which shall be appurtenant to and pass with the title to every Lot subject to the following provisions:

a. The right of the Association to suspend the voting rights for any period during which any assessment against a Lot remains unpaid for a period not to exceed sixty (60) days for any rule breaking of the published rules and regulations of the Association or of any terms of this Declaration.

b. The right of the Association to dedicate or transfer all or any common properties to any public agency, authority, or utility for such purposes and subject such conditions as may be agreed to by the Members of the Association. No such dedication or transfer shall be effective unless any instrument signed by two-thirds (2/3rds) of the Members of the Association agreeing to such dedication or transfer has been recorded.

Section 2.

Owner's Use of Lots. Use of Lots shall be limited to single family residential purposes as governed by this Declaration, as detailed and delineated on the Plat of the Property. No commercial use shall be a permitted use of any Lot in the Property, except for a possible sales office located on the Community Center Lot, at Developer's sole discretion.

Section 3.

Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, the Owner's right or enjoyment to the Common Area and Improvements to the Members of the Owner's family, the Owner's guests, Owner's tenants, or Owner's contract purchasers who reside on the Property, which said use shall be subject to the guidelines, rules and regulations promulgated by the Association from time to time and subject to this Declaration.

ARTICLE V.
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1.

Membership. Every person or entity who is a record Owner of a fee simple title or an undivided fee simple interest in any Lot which is subject to this Declaration shall be a Member of the Association; provided that any such person or entity who holds such interest merely as security for the performance of an obligation or lien shall not be a Member.

Section 2.

Voting Rights. The Association shall have two (2) classes of voting membership:

a. Lot Class. Lot Class Members shall be all those Owners of Lots located within the Property. Developer owned Lots are excluded from the Lot Class. Lot Class Members of residential Lots shall be entitled to one (1) vote for each Lot in which they own an interest required to obtain membership in the Association by the provisions of this Declaration. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot which is owned by more than one person.

b. Developer Class. The Developer Class shall consist solely of the Developer. The Developer Class Member shall be entitled to one (1) vote for each Lot owned by the Developer, plus three votes for each vote entitled to be cast at any time by the Lot Class Members. The Developer Class Member shall cease and terminate no later than six (6) months after the Developer has conveyed title to all of the Lots located in the Property.

Section 3.

Board of Directors. Until such time as the Developer Class Member ceases to exist, the Board of Directors of the Association shall consist of individuals appointed by the Developer. Thereafter, the Lot Owners shall appoint the Board of Directors as provided in the Bylaws.

Section 4.

Duties of Association. The Association shall be responsible for the maintenance, operation, and repair of all Common Areas and Improvements. Any repair or reconstruction of the Common Areas and Improvements shall be as permitted, or if modified, as approved by the appropriate governmental entity having authority over such systems.

ARTICLE VI.
COVENANT FOR MAINTENANCE ASSESSMENTS; OTHER COSTS

Section 1.

Creation of the Lien and Personal Obligation of Assessments. Each initial Owner (other than Developer) of a Lot within the Property hereby covenants that by acceptance of a deed from the Developer for any Lot, whether or not it shall be so expressed in such deed or other conveyance shall be deemed to covenant and agree to pay the Association: (a) an initial assessment of Five Hundred Dollars ($500); (b) a community mailbox assessment of Three Hundred Dollars ($300); (c) annual assessments or charges; and (d) special assessments for capital improvements; all such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection (specifically including reasonable attorneys' fees) thereof as hereinafter provided, shall be a charge on each Lot and shall be a continuing lien upon the real property against which each such assessment is made. No assessments may be assessed against the Sanitary Sewer Treatment System Lot or the Community Center Lot. Each such assessment together with such interest thereon and costs of collection (specifically including reasonable attorneys' fees) thereof as hereinafter provided, shall also be the personal obligation of the person, persons, or legal entity who was the Owner of such Lot or Lots at the time when the assessment becomes due and payable. Any such assessment, together with such interest thereon, and costs of collection (specifically including reasonable attorneys' fees) shall run with the land and be binding upon any successor to any Owner and the personal obligation for delinquent assessments shall pass to an Owner's successor in title. The Association, in addition to the other remedies under this Article, shall have the right to record a Claim of Lien against a Lot for delinquent assessments, charges, special assessments and work performed by the Association, and the Claim of Lien shall be a lien on the Lot and an obligation of the Owner and shall be enforced in accordance with this Article. Notwithstanding anything to the contrary in this Declaration, no assessments of any kind shall be levied or assessed against any Lot held by Developer during the Developer's ownership of that Lot, and the Developer is exempt from (and shall not be liable to the Association for) assessment liens levied and assessed by the Association against a Lot owned by the Developer during the Developer's ownership of that Lot.

Section 2.

Purposes of Assessment. The assessments which may be levied by the Association shall be used exclusively for the purposes of the Association and promoting the health, safety, and welfare of the Owners and residents of the Lots included within the Property, including specifically, but not by way of limitation, participation in and support of the Association, administrative costs of the Association. The assessment for each Lot by the Association shall be based upon a fraction with the numerator being one (1) and the denominator being the number of Lots in existence, excluding the Community Center Lot, Sanitary Sewer Treatment System Lot, and any other lots

created and designated by the Developer or the Association as non-residential, non-buildable lots. If any additional land is added to this Declaration, consequently bringing new lots into existence during any calendar year after the budget and assessments have been established for each Lot for that year, the assessment levied for the Lots and any subsequent phase shall be the same as the assessment for the lots previously in existence; provided, however, no assessment shall be levied against any Lot in a subsequent phase until the first day of the month following the conveyance of each Lot to a purchaser other than the Developer. At the time the budget is reestablished for the subsequent year, then all assessments will be readjusted based upon the subsequent budget approved by the Association; provided, however, no assessments shall be levied against any Lot held by the Developer. If at the end of the calendar year there is a surplus of funds remaining in the Association, the surplus of funds shall be allocated to the reserve fund of the Association. All costs and expenses, including without limitation, as applicable, for installation, replacement, repair, maintenance, snow removal, landscaping, and mowing of the following shall be paid by the Association and shall be assessed to each Lot Owner (as applicable, and subject to Section 12, below) (i) the Common Areas and Improvements; (ii) the Sanitary Sewer Treatment System, including, without limitation, the sanitary sewer main within the easements dedicated on the Plat (subject to Article VI, Section 12 below); (iii) the storm water drainage areas and storm water detention/retention system; (iv) the Community Center and Community Center Lot; and (v) the Access Easement area. The Association's Board of Directors may establish an additional assessment on all Lots and Lot Owners (excluding the Community Center Lot and Sanitary Sewer Treatment System Lot) to fund a reserve for the operation, maintenance, and repair of the Community Center.

Section 3.

Annual Assessments. The amount of the annual assessments shall be in such amounts as adopted or amended from time to time by the Board of Directors, payable quarterly in advance until the amount of the assessments is changed by action of the Board of Directors. It shall be the duty of the Board, no later than sixty (60) days after the beginning of the calendar year, to prepare a budget covering the estimated costs of operating the Association during the current year. At the discretion of the Board of Directors, the budget may include a capital contribution establishing a reserve fund in accordance with the capital budget separately prepared and shall separately list the general expenses. The Board of Directors shall cause a copy of the budget and the amount of assessments to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the end of any calendar year.

The Board shall have the power to increase the annual assessment amount to align with the Association's annual costs, including, without limitation, an increase in the annual assessment or a separate annual assessment to fund a reserve account to cover costs of the construction and operation of the Community Center.

The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year. The annual assessment shall commence against each Lot on the first day of the month preceding the date on which the record title to the Lot is transferred to a purchaser other than the Developer.

No Owner may waive or otherwise exempt such Owner from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of the Common Areas and Improvements or by abandonment of any Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner, such obligation to pay assessments shall run with the land. No diminution or abatement of assessment or set off shall be claimed or allowed by reason of any alleged failure of the Association or Board of Directors to take some action or to perform some function required to be taken or performed by the Association or by the Board of Directors under this Declaration or under the Bylaws for the Association, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 4.

Initial Assessments. The initial assessments for the Association shall be (i) a general initial assessment of Five Hundred Dollars ($500) per Lot, Two Hundred Dollars ($200) of which shall be paid directly into the reserve account of the Association, and Three Hundred Dollars ($300) of which shall be payable directly to the working capital of the Association; and (ii) a community mailbox assessment of Three Hundred Dollars ($300). The initial assessments for each Lot shall be due and payable upon the closing of the sale of a Lot from Developer to any other party, and shall be paid by such purchaser. The Board shall have the power to increase the initial assessments amount to align with the Association's annual costs, including, without limitation, an increase in the initial assessments to fund a reserve account to cover costs of the construction and operation of the Community Center.

Section 5.

Special Assessments. In addition to the annual assessments as authorized above, the Association may levy in any year a special assessment, applicable to that year only, for the purposes of defraying, in whole or in part, the costs of any construction or reconstruction on expected repair or replacement or a described capital improvement upon the Common Areas and Improvements of the Property. Any such assessment shall have been approved by a majority of the Board of Directors who are voting in person or by proxy at a Board of Directors meeting called for this purpose. Special assessments may also be levied as provided for in Article IX.

A special assessment may be made against any Lot for purposes of collection of any monies due to the Association by such Lot Owner arising under any provision of this Declaration, including, but not limited to, fines and enforcement of the covenants.

The due date of any special assessments permitted herein shall be fixed in the Board of Directors resolution authorizing such special assessment.

Section 6.

Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to any particular Lot on the first day of the month preceding the

date on which the record title to the Lot is transferred to a purchaser other than Developer. The first annual assessment shall be adjusted in accordance with 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. Written notice of the annual assessment shall be mailed to each Owner subject thereto at the Lot address, unless the Association is notified otherwise. The due date shall be established by the Board of Directors. 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 specific Lot have been paid.

Section 7.

Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by North Dakota law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot located upon the Lot. No Owner may waive or otherwise avoid liability for the assessment provided for herein by non-use of the Common Areas and Improvements in the Property or by abandonment of the Owner's Lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees.

Section 8.

Subordination of the Assessment Lien to Mortgages. The lien of any assessment provided for in this Declaration shall be subordinate to the lien of any institutional mortgage or any mortgage held by Developer recorded prior to the recordation of a claim of lien for unpaid assessments or special assessments. An institutional lender is defined as a state or federal bank or savings and loan association, a credit union, a licensed mortgage broker, an insurance company, a trust company, savings bank, or other institutional mortgage company. A mortgagee who acquires possession, a purchaser at a foreclosure sale, or a mortgagee which has acquired title by deed in lieu of foreclosure or through a foreclosure action, and all persons claiming by, through, or under such purchaser or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reasons of a foreclosure of a prior mortgage shall be deemed to be an assessment equally divided among, payable by, and a lien against all Lots, including the Lots as to which the foreclosure (or deed in lieu of foreclosure) took place. This Section shall only apply to institutional mortgages and mortgages held by Developer.

Section 9.

Duty to Enforce. It shall be the legal duty and responsibility of the Association to enforce the payments of the assessments under the provisions of this Declaration.

Section 10.

Lot and Exterior Maintenance. In the event an Owner of any Lot in the Property should fail to maintain the Owner's Lot in a manner satisfactory to the Board of Directors after approval of a two-thirds (2/3rds) vote of the Board of Directors and the giving of written notice specified below, the Association shall have the right, through its agents, independent contractors or employees to enter upon the said Lot and to repair, clean, mow, trim, maintain and restore the Lot and the exterior of the buildings, structures, or other improvements located thereon. The above right of entry shall include the right to remove unauthorized items from the Lot. Without limiting the generality of the foregoing provision, the duty to maintain the improvements on the Lot shall specifically include adequate painting or other maintenance of all exterior materials and surfaces. The Architectural Review Committee, in its own discretion, shall determine what steps are necessary to repair, restore, or replace defective conditions. Any and all costs incurred by the Association under this section, together with a reasonable administrative fee as set by the Board of Directors, shall be reimbursed to the Association immediately by the applicable Lot Owner, and if not immediately paid, shall be added to and become a part of the assessment to which such Lot is subject.

The notice required to be given pursuant to this provision shall be given in writing and shall be mailed or e-mailed to the Owner.

Section 11.

Landscape Maintenance. Each Owner shall be required to perform adequate landscape maintenance which shall include the obligation to replace all dead or declining landscape, sod, trees, plantings, broken irrigation lines, or similar items and to keep planted and sodded areas free from weeds, trash, debris, and the like. It is hereby declared that where grass or weeds exist on any Lot exceeding a height of six (6) inches as to an occupied Lot, or one (1) foot as to any vacant Lot, then said grass or weeds shall be prima facie considered unsatisfactory to the Board of Directors. The foregoing provisions shall not preclude the Board of Directors from determining that the grass or weeds of a lesser height are unsatisfactory or that other conditions are not satisfactory, but is included rather to serve as an encouragement for the Board to act quickly in extreme incidences.

In the event an Owner of any Lot in the Property should fail to perform adequate landscape maintenance under this provision, the Association shall have the right, through its agents, independent contractors or employees to enter upon the said Lot and to perform such landscape maintenance, provided the Association first give notice to the Lot Owner who shall have five (5) days to perform the landscape maintenance before the Association may exercise its rights set forth in this Section.

Notwithstanding the foregoing or anything to the contrary in this Declaration, the Association shall perform, through its agents, independent contractors, or employees, routine mowing and weed control on all vacant Lots regardless of whether owned by a Lot Owner. The Owner of a vacant Lot may elect to perform its own mowing and weed control by notifying the Association in writing, but such election shall at all times be subject to the requirements of this Section.

Any and all costs incurred by the Association under this section, together with a reasonable administrative fee as set by the Board of Directors, shall be reimbursed to the Association

immediately by the applicable Lot Owner, and if not immediately paid, shall be added to and become a part of the assessment to which such Lot is subject.

The notice required to be given pursuant to this provision shall be given in writing and shall be mailed or e-mailed to the Owner.

Section 12.

Sanitary Sewer Treatment System. Except for the Individual Septic System Lots, all Lots are required to connect to the Sanitary Sewer Treatment System, and all Lots and each Lot Owner shall be assessed a one-time hook-up fee which shall be payable to the Developer when the Lot receives Architectural Review Committee approval to commence construction. The one-time hook-up fee is herein established in the amount of Seven Hundred Fifty Dollars ($750). Thereafter, starting six (6) months after the Lot Owner receives Architectural Review Committee approval to commence construction, the Lot owner shall be required to pay the then current assessed monthly sanitary sewer service fee, regardless of whether the Lot Owner's Lot is or is not connected to the Sanitary Sewer Treatment System. The Association may assign the management of the Sanitary Sewer Treatment System to a qualified operating entity. The Association is further authorized to enter into agreements with one or more third parties to operate, manage, maintain, and repair the Sanitary Sewer Treatment System, and no Lot Owner (other than the Lot Owner of an Individual Septic System Lot) shall operate a separate sanitary sewer treatment system or enter into any agreement with a third party for sanitary sewer services, except for the connection, maintenance and repair of a Lot Owner's private sewer lines to the Sanitary Sewer Treatment System main trunk line. All costs of operation, maintenance, taxes, and other expenses incident to the operation of the Sanitary Sewer Treatment System shall be paid by the Association. The Association may, from time to time, adopt a written Sanitary Sewer Treatment System policy and cause a copy of the same to be maintained in the offices of the Association. The costs of operation, repair, and maintenance of the Sanitary Sewer Treatment System paid by the Association shall be costs of the Association which shall be included within the assessments which shall be levied by the Association to the Lots and Lot Owners (except that the Individual Septic System Lots shall not be assessed for such costs) for the health, safety, and welfare of the Lot Owners and the Lots included within the Property. Assessments for the costs of operation and maintenance of the Sanitary Sewer Treatment System shall not apply to or be assessed against (i) the Developer as to all Lots owned by the Developer; and (ii) a Lot Owner of an Individual Septic System Lot. The Association shall establish, from time to time, reasonable fees for the sanitary sewer services for all Lots connected to the Sanitary Sewer Treatment System. Such fees shall apply to all residential connections on a non-discriminatory basis. The fees for the Sanitary Sewer Treatment System services shall be payable by all Lot Owners on a monthly basis to the Association with the sewer service fees being payable when a Lot Owner connects to the Sanitary Sewer Treatment System. If a Lot Owner (other than the Developer as to any Lot owned by Developer or the Lot Owner of an Individual Septic System Lot) has not sought Architectural Review Committee approval to commence construction, and until such approval is sought and received, such Lot Owner (i) shall not be required to pay a monthly sanitary sewer service fee through December 31, 2027; (ii) thereafter, shall be required to pay fifty percent (50%) of the then current assessed monthly sanitary sewer service fee through December 31, 2029; and (iii) thereafter, shall be required to pay one hundred percent (100%) of the then current assessed monthly sanitary sewer service fee, regardless of whether the Lot

Owner's Lot is or is not connected to the Sanitary Sewer Treatment System or whether the Lot Owner has sought and received Architectural Review Committee approval to commence construction. Notwithstanding the foregoing, upon a Lot Owner's connection to the Sanitary Sewer Treatment System, such Lot Owner shall immediately be required to pay one hundred percent (100%) of the then current assessed monthly sanitary sewer service fee attributable to such Lot Owner's Lot. The charges and costs for the sanitary sewer fees for the Sanitary Sewer Treatment System shall be paid by each Lot Owner to the Association, and the Association shall be required to tender payment of the monthly sewer service fees to the third parties responsible for the operation, management, maintenance, and repair of the Sanitary Sewer Treatment System. Each Lot Owner shall be solely responsible for the cost of connecting such Lot Owner's private sewer lines to the Sanitary Sewer Treatment System main trunk line and for the costs of maintaining and repairing such Lot Owner's private sanitary sewer lines through and including the connections (saddle) to the Sanitary Sewer Treatment System main trunk line located within the dedicated easements on the Plat. All costs and expenses for the capital repairs and replacement, and the repair and maintenance of the Sanitary Sewer Treatment System shall be paid by the Association and shall be assessed to each Lot Owner (other than the Developer as to any Lots owned by Developer or the Lot Owner of an Individual Septic System Lot) as provided for under the provisions of this Declaration.

The Developer from time to time and at any time so long as the Developer is the Owner of or holds a mortgage on any part or portion of the Property affected by this Declaration, and the Association from time to time and at any time, shall each have the unilateral right, privilege, and option to require that all monthly Sanitary Sewer Treatment System waste disposal fees will be the personal obligations of the Lot Owners (other than the Developer as to any Lots owned by Developer or the Lot Owner of an Individual Septic System Lot) directly and shall no longer be paid by the Association. In the event either the Developer or the Association modifies the party obligated to tender payment of the sanitary sewer charges, all affected Lot Owners shall be notified in writing, and thereafter the third-party contractor or designee shall advise each affected Lot Owner in writing of the amount of the sanitary sewer charges payable by each affected Lot Owner on a monthly basis to the third-party contractor which has entered into a contract with the Association to maintain, operate, and repair the Sanitary Sewer Treatment System. At all times the cost for maintenance, reconstruction, repair, and extraordinary operational costs and expenses would be shared jointly by all Lot Owners (other than the Developer as to any Lots owned by Developer or the Lot Owner of an Individual Septic System Lot) as provided for in this Declaration on the basis of a pro rata allocation on a per Lot basis (other than any Lot owned by the Developer and any Individual Septic System Lot). Under no circumstances will this provision remove, alter, or modify a residential Lot Owner's obligation to maintain such Lot Owner's private sewer line from each residential Lot Owner's residential structure to the point where the joint usage of the Sanitary Sewer Treatment System main commences.

Section 13.

Monument Sign. In the event Developer installs a monument sign or signs for the Property, the costs and expenses of maintenance, repair, and any and all utilities associated with the monument sign or signs shall be paid by the Association and costs shall be assessed to all Lot Owners as provided for in this Declaration.

Section 14.

Transfer Fees. The Association, by and through its Board of Directors, may establish from time to time a reasonable processing title transfer fee to defer the costs of the Association in connection with all title transfers to a Lot within the Property, which fee shall be paid by the transferee of a Lot at the time of closing of the sale and conveyance of fee simple title to any Lot.

Section 15.

Enforcement. The Association, by and through its Board of Directors, may notify any Owner of a violation or breach by the Owner of any covenant or restriction contained in this Declaration, and provide the Owner a reasonable amount of time in which the Owner shall cure the violation or breach. If the Owner fails to cure the violation or breach within the amount of time established by the Board of Directors, the Board of Directors may impose a reasonable fine on the Owner and impose any additional fine(s) for a repeated violation or breach (as an assessment against the Owner's Lot), and/or the Board of Directors may direct the Association to cure the violation or breach, the costs of which shall be assessed to the Owner's Lot along with a reasonable administrative fee as set by the Board of Directors.

ARTICLE VII.
INSURANCE

The Association shall maintain any and all insurance coverage as deemed necessary and appropriate from time to time as determined by the Association's Board of Directors; *provided, however*, that upon the Developer's transfer of control of the Association to the Association's Board of Directors, the Association shall be required to obtain and maintain general liability insurance for the Property. This insurance policy must provide coverage for all claims that may arise from the development of the Property, this Declaration, and the Association's operation and management of the Property. The Association shall name the Developer, and its agents, representatives, officers, directors, officials and employees, as an additional insured on the policy.

ARTICLE VIII.
ARCHITECTURAL CONTROL

Section 1.

Developer Exemption. Notwithstanding the provisions of this Article VIII, the Developer SHALL BE EXEMPT FROM THE REQUIREMENTS SET FORTH IN THIS ARTICLE VIII. The Developer shall not be required to comply with the procedure set forth in this Article. This exemption applying to the Developer shall extend until the Developer has transferred and conveyed the last Lot owned by the Developer in the Property.

Section 2.

Architectural Control. No building, landscaping, or other structure or any improvement of any nature whatsoever shall be commenced, erected, or maintained (which shall include but not be limited to staking, excavating, filling, clearing, grading, or other site work) upon any Lot within the Property, nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications shall have been approved in writing by the Architectural Review Committee. Once constructed, any change in exterior appearance or color scheme shall also require approval by the Architectural Review Committee. The plans and specifications shall show, among other requirements, all items required herein or in the guidelines, including but not limited to, the design, nature, character, shape, height and location shall be compatible and harmonious with the surrounding residences and topography. Each Lot Owner is required to submit conceptual drawings and preliminary specifications for exterior elevations of any residential living unit in advance of submitting all final submittals outlined herein. Conceptual approval is not mandatory and is provided only as a courtesy to Lot Owners and builders retained by Lot Owners so that preparation of plans and specifications, and final approval thereof, will be cost-effective and time-efficient. Conceptual approval plans shall not constitute approval for commencement of construction. The Architectural Review Committee reserves the right to require three-dimensional elevations to be included in any building plan if the exterior elevations submitted are not sufficiently clear and representative of the design and character of the exterior elevation in the sole judgment of the Architectural Review Committee. The Developer specifically discloses that building plans for a residential living unit that the Architectural Review Committee determines in sole discretion is not compatible in style, design and/or quality may be disapproved, even if disapproval is solely on the basis of aesthetic preference, compatibility, image, taste, or harmony as determined solely and exclusively by the Architectural Review Committee.

Section 3.

Landscaping Plan. At the time building plans are presented for approval, there shall be included a landscaping plan delineating each of, but not necessarily limited to, the following items:

a. The location and type of each plant, tree, or other type of foliage intended to be included as part of the landscaping plan.

b. The proposed removal of any existing plant, tree, or other type of foliage which exists on the Lot prior to commencement of any landscaping.

c. The height, width, size (including container size), spacing and quantity of each variety of plant material.

d. The tree specifications, including height, spread, number of trunks and trunk caliper and height.

e. The location of each item of landscaping on the Lot and the design and arrangement of the same.

f. Sufficient detail to confirm that all landscaping is planned so as to avoid obstruction of the view of the golf course.

Final approval as required by this Article will not be deemed to be complete until such landscaping is satisfactorily installed, inspected and installation is finally approved by the Architectural Review Committee. The approval of building plans without submission of an approved landscaping plan shall be deemed to be a waiver of the requirement of this Section 3 requiring approval of and inspection of landscaping.

Section 4.

Composition of Architectural Review Committee. An Architectural Review Committee is hereby formed and shall initially consist of the Developer. The Developer may, at any time, appoint qualified individuals in the opinion of Developer to constitute the Architectural Review Committee. At such time as the Developer transfers control of the Association to the Association's Board of Directors, the Board of Directors shall be responsible for the selection of members and composition of the Architectural Review Committee.

Section 5.

Duties of Architectural Review Committee. The Architectural Review Committee shall have the following duties and powers:

a. To promulgate from time to time Architectural Guidelines for the Property and all Lots and any improvements to be constructed thereon. However, any Guidelines shall be set forth in writing and made available to all Owners and prospective Owners of the Association. Any Guidelines promulgated by the Architectural Review Committee shall be subject to final approval of the Board of Directors. The Guidelines shall include any and all matters considered appropriate by the Architectural Review Committee not inconsistent with the provisions of this Declaration;

b. To approve all buildings or other structures which shall be commenced, erected, or maintained on any Lot within the Property and to approve any exterior additions to or changes to or alterations therein as more particularly described in this Declaration, specifically including approval of any and all landscaping plans for each Lot;

c. To disapprove any such building plans and specifications and Lot grading and landscaping plans, which the Architectural Review Committee determines is not consistent with the planned development of the Property; and

d. To require to be submitted for approval any samples of building materials and colors proposed or any other date information necessary for the Architectural Review Committee to reach its decision.

Section 6.

Required Submittals. At the time of each application, each of the following items is required to be submitted to the Architectural Review Committee:

a. Complete blueprints of proposed construction, including:

   i. Elevations for any building, structures, or other improvements including but not limited to decks, patios, porches, pools and exterior lighting;
   ii. Construction plans including cross-sections and floor plans showing the total square footage of the living space.

b. Specifications, including without limitation, complete description and samples of exterior materials, colors, paint and rough materials.

c. Site plan and Lot survey showing:

   i. Locations and dimensions of buildings, structures, walks, driveways, community mailboxes and other proposed improvements;
   ii. Exterior color chart showing the color of all exterior surfaces, materials, roof, walls, trim, glass, hardware and similar items.
   iii. For all Individual Septic System Lots, the location of the primary septic system along with the proposed location of a back-up system.

d. A sample of and adequate description of exterior siding and roofing materials.

e. Site clearing and grading plan, including identification of existing trees proposed to be removed and showing proposed and existing land grade contours, flow of site drainage, proposed elevations of improvements above the ground level of the public right-of-way detailing any proposed use of fill and any other information requested.

f. Landscape and irrigation plans.

g. Any other information required by the Architectural Review Committee in order to insure compliance with the requirements of this Declaration and any written Guidelines.

h. List of all contractors and subcontractors with contact information.

i. Detailed anticipated construction schedules and construction time lines.

Unless otherwise specifically provided for herein or otherwise required by the Architectural Review Committee at the time of submittal, site plans shall be submitted with the construction plans and shall be the same size as all other sheets of the construction plans. Site plans will be reviewed to determine among other things, if a reverse plan would better serve the Property based on: i) the location of garages and driveway entry points of the proposed residential living unit, if any, adjoining the Lot in question; and ii) any exterior lighting or other existing structures on a Lot under review.

Section 7.

Review Procedure. The Architectural Review Committee shall either approve, disapprove, or request more specific information regarding any plans or materials submitted to it within thirty (30) days from the date of receipt of all submittals required above. Under no circumstances shall the thirty (30) day period begin to run until all of the items specified in Section 6 of this Article required to be submitted has been received by the Architectural Review Committee. It is the intent of the Architectural Review Committee to make all reasonable efforts to expedite plan approval processes. Applicants requesting review by the Architectural Review Committee are encouraged to make initial submittal packages as complete as possible, and in a case of a request for more information, to respond as quickly as possible in order to prevent delays in the approval process.

The failure of the Architectural Review Committee to either approve, disapprove, or request more specific information within such thirty (30) day period shall be deemed to be and constitute an approval of said plan or materials, subject, however, at all times to the Covenants, Conditions, Restrictions, and other requirements in this Declaration. The failure of the Architectural Review Committee to act within the thirty (30) day period specified above shall not under any circumstances constitute a waiver of the provisions of this Declaration.

a. Initial Construction of an Improvement. The Owner who initially constructs an improvement on any Lot must complete such construction in a timely manner and substantially in accordance with all plans and specifications, landscaping plans, pool plans, and any other plans for construction of any improvements on the Lot (the "**Construction**"). Any construction of an improvement on any Lot shall be substantially completed within twelve (12) months unless otherwise approved in writing by the Architectural Review Committee. Landscaping on a Lot shall be completed within six (6) months from the date the dwelling residence is completed. The Owner shall notify the Architectural Review Committee in writing when the Construction has been completed, and the Architectural Review Committee shall within ten (10) days of receiving such notice, make an inspection to verify completion of the improvements in accordance with the approved plans.

b. Inspection Rights. The Architectural Review Committee shall have the right to enter upon any Lot to inspect any improvement to insure the improvements conform with the approval granted by the Architectural Review Committee. The right of entry as granted herein and all associated rights of inspection shall extend from the beginning of Construction including site work and continue until thirty (30) days after all improvements have been completed.

c. Remedies for Non-Compliance. Should the Architectural Review Committee determine that the Construction has not been completed in accordance with approved plans and specifications, the Architectural Review Committee shall notify the Owner in writing citing the deficiencies (**Notice of Non-Compliance**) and the Owner shall within fifteen (15) days after receipt of the Notice of Non-Compliance commence correction of the deficiencies and continue in an expeditious manner until all deficiencies have been corrected. Should any

Construction not be completed in a timely manner as determined by the Architectural Review Committee, or not be completed in accordance with the plans and specifications approved by the Architectural Review Committee, the Architectural Review Committee shall have the right to seek specific performance of the Owner's obligation to complete the Construction as initially approved by the Architectural Review Committee; or, in the alternative, enter upon any Lot and complete the Construction as approved at the expense of Owner, subject, however, to the following provisions. Prior to commencement of any work on a Lot, the Architectural Review Committee must furnish written notice to the Owner that unless the specified deficiencies are corrected within fifteen (15) days, the Architectural Review Committee shall correct the deficiencies at Owner's expense. The provisions allowing the Architectural Review Committee to enter upon any Lot does not impose any obligations upon the Architectural Review Committee to act in such manner and such election shall be completed at the sole discretion of the Architectural Review Committee. If correction of the deficiencies is not commenced within fifteen (15) days, or if such correction is not continued thereafter in an expeditious manner, the Architectural Review Committee has the right to seek legal action to force the Owner, or any successor to an Owner, to complete all improvements in accordance with the approved plans and specifications. The Notice of Non-Compliance shall contain the legal description of the Lot. Once recorded, the Notice of Non-Compliance shall constitute a notice to all potential purchasers from the Owner that the Architectural Review Committee shall have the right to enforce completion of all improvements against the Owner, or any successor of the Owner.

Once the Architectural Review Committee determines that all improvements have been completed in accordance with the approved plans and specifications, the Architectural Review Committee shall issue the Owner a Certificate of Approval in a recordable form, which shall refer to the recorded Notice of Non-Compliance, and be executed by a majority of the members of the Architectural Review Committee. The recording of the Certificate of Approval shall be conclusive evidence that all improvements have been approved by the Architectural Review Committee, but shall not excuse the Owner from the requirement that the plans and specifications for subsequent changes, modifications, or alterations to improvements must be submitted to and approved by the Architectural Review Committee prior to the commencement of any work.

d. Guidelines, Rules, and Regulations. The Developer, in order to give guidelines concerning the architectural design, construction, and maintenance of the dwelling units, may promulgate additional ARCHITECTURAL GUIDELINES, RULES AND REGULATIONS ("**Guidelines**"). The Guidelines, if created, shall be maintained at the offices of the Developer so long as the Developer owns any Lot in the Property. If created, Developer declares that the Property shall be held, transferred, sold, conveyed, and occupied subject to the Guidelines, as amended from time to time by the Developer.

e. Failure of Owner to Comply with Order of Architectural Review Committee. In the event the failure of an Owner of a Lot to comply with the written directive or order from the Architectural Review Committee, then, in such event, the Architectural Review Committee shall have the right and authority to perform the subject matter of such direction or order and the costs of such performance shall be charged to the Owner of the Lot in question, and may be recovered by the Association for the Architectural Review Committee in an action at law against such Owner. The Association shall have the right to place a lien against a Lot under this provision until all such costs and expenses have been collected and are reimbursed to the Architectural Review Committee. Any lien placed upon a Lot by the Association shall not be deemed slander of title by any Owner and no Owner shall have any right to bring any legal action against the Association or the Architectural Review Committee, or the Developer on behalf of such lien.

f. Storage and Removal of Construction Material. Except the Developer, the Lot Owners may not store construction materials on a Lot for a period exceeding fifteen (15) days without commencing construction, and if construction does not commence, the Developer may remove such stored materials. Costs incurred in such removal by the Developer will become a lien on said Lot, accruing interest at the highest rate permitted by North Dakota law. Construction, once commenced, shall be diligently pursued to completion.

g. No Liability. Plans and specifications submitted to the Architectural Review Committee shall not be reviewed for engineering or structural design or quality of materials. By approving any such plans and specifications, neither the Architectural Review Committee, the Developer, nor the Association assumes any liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither the Association, the Architectural Review Committee, the Board of Directors of the Association, nor the Developer, nor any of their respective officers, directors, members or agents shall be liable in damages to anyone submitting plans and specifications for approval, or to any Owner of a Lot within the property affected by these restrictions by reason of a mistake in judgment, negligence, nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person or entity who submits plans or specifications and every Owner agrees that such Owner will not bring any action or suit against Developer, the Association, the Architectural Review Committee, the Board of Directors of the Association, or their respective officers, directors, or agents to recover any such damages and hereby releases, remises, quit claims, and covenants not to sue for any claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provide that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

ARTICLE IX.
RESTRICTIONS

Section 1.

Living Units. Each Lot shall be utilized solely as a single-family residential living unit. Each Lot shall be sold solely and exclusively for residential purposes. Except as expressly provided herein, no structure shall be erected, altered, placed or permitted on any Lot, other than one single family residential living unit. No other structure shall be erected or moved onto any Lot.

Outbuildings. Notwithstanding any other provision of this Declaration, the Developer shall determine which Lots allow for outbuildings. Only Lots with a size of one (1) acre or more in size will be allowed to construct one (1) outbuilding. No outbuilding shall be allowed on any Lot served by the Sanitary Sewer Treatment System except for Lot 18, Block 5 or otherwise as approved by the Architectural Review Committee. The location of any outbuilding on a Lot must be approved by the Architectural Review Committee. No outbuilding can be constructed until the single-family residence is being constructed. Outbuildings shall not exceed two thousand (2,000) square feet in size on the main level, determined by the outside dimension. No outbuilding shall exceed one story in height. Any outbuilding shall be designed and constructed to match the architecture and materials of the single-family residence located on the Lot, including the outbuilding's front elevation, as directed by the Architectural Review Committee. The sides and back of such outbuildings are not required to match the side elevations of the single-family residential unit, but the materials used for siding on the sides and back of the outbuilding are required to have the Architectural Review Committee's approval (including color scheme). A concrete floor is required for any and all outbuildings. No garage door on any outbuilding shall exceed ten (10) feet in height without the approval of the Architectural Review Committee. Notwithstanding anything in this Section or elsewhere to the contrary, all outbuildings shall comply with the then-current Burleigh County Ordinance governing Planned Unit Development zoning districts, which currently requires (i) that the combined lot coverage of the principal and accessory building not exceed 30% of the total lot area; (iii) a sidewall maximum height of 14 feet for any outbuilding; (iii) a maximum height of 24 feet for any outbuilding; (iv) a 2,000 square feet total ground floor maximum for any outbuilding; and (v) a permanent concrete foundation per minimum Burleigh County Building Codes for any outbuilding.

Section 2.

Residential Use Only. The term "residential" as used herein shall be construed as single-family living units and shall exclude multi-family, professional and commercial uses (aside from uses that may exist in the Community Center or other Common Areas and Improvements). No Lot or any portion thereof, shall at any time be used for any trade, profession, manufacturing or business of any description and no noxious or offensive activity shall be carried on nor shall anything be done thereon which may become an annoyance or nuisance to the subdivision. Notwithstanding the foregoing, an Owner or occupant residing in a residential living unit may keep and maintain his or her business or professional records in such residential living unit and handle matters relating to such business by telephone or correspondence therefrom, provided that such uses are incidental to the residential use, do not involve physical alteration of the residential living unit and do not involve any observable business activity such as signs (except as permitted by the Association pursuant to review by the Architectural Control Committee described in Article VIII hereof and subject to all ordinances and zoning regulations adopted by Burleigh

County), advertising displays, bulk mailings, deliveries, or visitation or use of the residential living unit by customers or employees. Under no circumstances, however, shall an Owner or occupant maintain a business in his or her residential living unit which involves (i) food preparation for sale and distribution to the public, (ii) retail sales, (iii) industrial products of any type, (iv)distribution of products in bulk, or (vi) hazardous activities or substances.

Section 3.

Building Set Back and Location. The plat map of the Property sets forth the corridors within which all residential living unit structures within the Property shall be located and constructed. The precise location of all structures to be constructed on a given Lot shall be subject to the prior written consent and approval of the Architectural Review Committee. All building setback and locations shall be completed in full compliance with all applicable ordinances, rules and regulations. Any setbacks greater than thirty feet (30') must be approved in writing by the Architectural Review Committee. No construction or improvements shall be permitted in the Slope Protection Easement as provided in Article IX, Section 4, below. Notwithstanding the foregoing or anything else in this Declaration to the contrary, there shall be a 15-foot side yard setback on the west side of Lots 1 and 21, Block 6, and Lot 16, Block 8.

Section 4.

Slope Protection Easement and Storm Water Drainage and Detention Pond Easements. The Plat identifies within Lots 1 through 4, Block 2, and Lots 2 through 16, Block 8, Summit Point 1st Subdivision a dedicated "**Slope Protection Easement**." The purpose of the Slope Protection Easement is to assure that the area within the easement is not altered in any way or used for residential construction purposes or any improvements of any type. The Slope Protection Easement shall be subject to the restrictions and limitations identified on the Plat. The Slope Protection Easement shall not be disturbed in any manner as a result of excavation, demolition, erosion, plant root growth, lawn sprinkling, or construction of any ancillary improvement related to the residential use of the subject Lots. No buildings or any improvements shall be permitted to be constructed within the Slope Protection Easement. Each Owner of a Lot subject to the Slope Protection Easement shall be required to maintain the Slope Protection Easement on the Owners' respective Lot at the Owners' sole cost and expense. The Plat, separate easements filed of record, and this Declaration establish storm water drainage and detention pond easements which easement areas may not be altered in any way or used for any residential construction purposes or for any improvements of any type. The storm water drainage and detention pond easements shall be required to be maintained on the Owners' respective lot at the Owners' sole cost and expense, subject to the obligation of the Association to repair, maintain, and/or replace culverts that may fail within the storm water drainage and detention pond easements.

Section 5.

Square Footage Requirements. Except as provided directly below, under no circumstance shall the above ground square footage of any residential structure, exclusive of open porches and garages, be less than 1,200 square feet. With respect to ranch style homes, the at or above ground living area of each ranch home, exclusive of open porches and garages, shall not be less than 1,600 square feet. With respect to homes of two stories or more above ground, the at or above

ground living area of each such residential structure shall be no less than 2,400 square feet with no less than 1,200 square feet on the main/ground level of each home. With respect to split level style homes, the above ground-main level of each such home shall have a minimum of 1,600 square feet at or above ground level. With respect to any twin-homes, the at or above ground living area of each twin-home, exclusive of open porches and garages, shall not be less than 1,000 square feet in the aggregate. With respect to any other multi-family residential living units as may be approved by the Association, the at or above ground living area of such multi-family residential living units shall be subject to any minimum square footage requirement as determined by the Architectural Review Committee. Notwithstanding the foregoing or anything else to the contrary in this Declaration, the Architectural Review Committee shall have total discretion in the approval or disapproval of construction plans and the location of all structures to be constructed on each Lot within the Property, and the Architectural Review Committee shall have the authority to increase or decrease the square footage requirements for residential structures or grant exceptions to the square footage requirements on a case-by-case basis.

Section 6.

Residential Construction. All residential living unit structures shall be constructed on site of new materials only. All residential structures shall have an attached three (3) car garage, minimum. No garage doors shall exceed ten (10) feet in height. No other existing or prefabricated dwelling structures, sheds or storage buildings shall be moved, placed or permitted on a Lot, except for the Lots on which outbuildings are allowed pursuant to and compliance with the rules described in Article IX, Section 1 and as determined by the Architectural Review Committee. All residential structures shall be constructed in precise compliance with the requirements of the Architectural Review Committee as detailed above. The Architectural Review Committee shall have total discretion in the approval or disapproval of construction plans and the location of all structures to be constructed on each Lot within the Property.

Section 7.

Excavation. Any and all soils excavated from a Lot within the subdivision shall be deposited, at the Lot Owners' sole cost and expense, off site or blended. With the exception of topsoil for purposes of establishing landscaping, no "foreign" soils shall be placed or deposited on any Lot within the subdivision without the prior express written consent of the Architectural Review Committee.

Section 8.

Subdivision of Lots. No Lot shall be further subdivided without the express prior written consent of the Association.

Section 9.

Exterior Storage. No trailer, mobile home, boats, pontoons, boat docks/ramps, watercraft, motor home, golf carts, or equipment shall be parked or stored on any portion of the Property, unless stored within a garage. No such items shall be stored or parked on a street anywhere within the Property for more than 48 consecutive hours or more than 48 cumulative hours per seven (7)

consecutive day period. It is intended that there shall be no on street or on driveway storage of any such items. The Association shall have sole and absolute discretion in determining whether a Lot Owner is attempting to avoid or circumvent the intention of this provision by moving such items from location to location within the Property.

Section 10.

Pets. No horses, mules, llamas, cows, hogs, goats, chickens, poultry, pigeons, snakes, prairie dogs or other similar animals shall be kept or maintained anywhere within the Property. Only domestic pets shall be allowed and only to the extent allowed by any applicable governmental ordinances. All domestic pets shall be subject to proper confinement and control so as to not create a nuisance to be offensive to other Owners. The commercial breeding and sale of any animal is forbidden upon any Lot. All dogs shall be either maintained on a leash or otherwise restricted to the owner's premises so as not to run at large at any time. All kennels shall be erected or placed directly adjacent to the exterior of the residential living unit as approved by the Architectural Review Committee. All kennels shall be cleaned and maintained so as to reduce, to an absolute minimum, odors. The Architectural Review Committee shall reserve the right to require that a kennel wall be of solid wall construction (i.e. no chain link fence). Excessive dog barking and/or the failure to restrict pets to the Owner's premises, in the discretion of the Architectural Review Committee and/or Board of Directors of the Association, may be deemed a "nuisance" as said term is defined in the Bylaws of the Association.

Section 11.

Trash and Refuse. No trash, ashes or other refuse may be thrown, dumped or stored on any Lot. All trash, or other refuse, and trash cans and containers shall be kept in garages or in enclosures such that they will be concealed from the view of streets and Lots which are adjacent to the Lot on which they are located except on days garbage pickup is made. Absolutely no trash burning shall occur on the premises. Small fire pits and portable fire containers shall be allowed to the extent that the same do not violate any city or county fire code or regulations. There shall be no abandoned, junked, inoperable or wrecked vehicles, trailers, equipment stored on any Lot or anywhere within the subdivision. No garbage or other similar debris shall be stored or allowed to remain on any Lot. All such items shall be promptly removed from each Lot by and at the Lot Owner's sole cost and expense.

Section 12.

Fences. There shall be no fence, temporary or permanent, constructed or placed on any Lot within the Property, except as approved by the Architectural Review Committee. The Architectural Review Committee shall have the sole authority to establish reasonable criteria and requirements for approval of any fences and shall be the sole judges of whether the criteria are satisfied. In no event shall any privacy fences be permitted on any Lot. Notwithstanding the foregoing, the Sanitary Sewer Treatment System Lot shall have fences as necessary for the safety and security of the Sanitary Sewer Treatment System and as required by the North Dakota Department of Health.

Section 13.

Signs. No signs, billboards, or objects of unsightly appearance or nuisances (all as determined by the Board of Directors) shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the Property except that no more than one (1) "for sale" sign or "for rent" sign of not more than five (5) square feet may be maintained on any Lot. Except as provided in this Section 13, nothing shall be kept on any Lot that will cause any noise that might disturb the peace, comfort or serenity of the occupants on surrounding property. The foregoing restrictions in this Section 13 shall not apply to the commercial activities, signs and billboards, if any, of the Developer or the use or operation of sales offices by the Developer during the construction and sales period. One or more signs may be placed on the Green Lot identifying the name of the Property as approved by the Developer or Association.

Section 14.

Septic System. No septic tanks and/or drainage fields shall be constructed anywhere on Lots served by the Sanitary Sewer Treatment System, except for the Sanitary Sewer Treatment System Lot.

Section 15.

Developer Obligations. All Lots shall be conveyed by Developer as unimproved property without any obligation on the part of the Developer to improve the same with the exception of the Developer's obligation to (i) install paved roads as depicted on the Plat; (ii) provide access to the Sanitary Sewer Treatment System main trunk line for individual residential purposes (except as to the Individual Septic System Lots); and (iii) provide access to residential utilities for electric service, natural gas, telephone/data, and cable television. Each Lot Owner shall be solely responsible for all costs of attaching/connecting to the Sanitary Sewer Treatment System main trunk line.

Section 16.

Antennas and Satellite Dishes. Excepting satellite dishes not to exceed 36 inches in diameter, no antennas or satellite dishes may be attached to any residential living unit without the prior express written approval of the Architectural Review Committee. No more than two 36 inch, or less, satellite dishes shall be allowed per residential living unit.

Section 17.

Collection of Real Estate Taxes on Common Areas. All real estate taxes and special assessments with respect to the Common Areas and Improvements shall be paid by the Association, regardless of the ownership of the Common Areas and Improvements. Aside from the foregoing, each Lot Owner shall be responsible for the timely payment of all real estate taxes and special assessments with respect to the Owner's Lot(s).

Section 18.

Covenants to Run with the Land. This Declaration and these covenants and restrictions shall run

with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless and instrument signed by two-thirds (2/3rds) of the then Owners of Lots has been recorded, agreeing to change said covenants in whole or in part. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

Section 19.

Driveways. All driveways must be a minimum of four inches (4") of concrete or asphalt or other acceptable hard surface approved by the Architectural Review Committee. Colored concrete and stamped concrete are permitted. All driveways are subject to prior approval and review by the Architectural Review Committee.

Section 20.

Game and Play Structures. All game and play structures must be located where approved by the Architectural Review Committee and where the structure will have a minimum visual impact on adjacent Lots. In most cases, material used must match existing materials of the residence constructed upon the Lot and no playhouse may be larger than one hundred (100) square feet. Any metal play equipment, exclusive of wearing surface, will generally be required to be painted to blend into the surrounding environment (earth tone colors comparable to natural surroundings).

Section 21.

Basketball Goals. Any basketball goal backboard must be perpendicular to a primary street, and the backboard must be black, white, beige, clear, or light gray. Any supporting post for a basketball goal must be painted black, and written approval must be received by any neighbor who may be impacted by play is required to be obtained. One portable basketball goal is permitted rather than a permanently fixed basketball goal.

Section 22.

Swimming Pools. No approval shall be required for children's portable wading pools which are emptied at night and that do not exceed eighteen inches (18") in depth and whose surface area does not exceed thirty-six (36) square feet. Above ground pools are prohibited. For all in-ground pools, the appearance, height, and detailing of all retaining walls must be consistent with the architectural character of the residence constructed on the Lot with some terracing acceptable. No privacy fencing around pools will be permitted. All pools must include covers for safety as required by applicable governmental regulations. No glaring light sources which can be seen from neighboring Lots are permitted. Exterior hot tubs must be screened from adjacent properties and streets, and any screening must comply with fence restrictions and be approved by the Architectural Review Committee. All in-ground pools and any safety features shall be subject to the Architectural Review Committee's approval.

Section 23.

Temporary Structures. No temporary structure shall be permitted to be constructed or located upon a Lot, including ice fishing houses or hunting blinds.

Section 24.

Clotheslines and Above-Ground Tanks. No clothesline or above-grounds tanks of any kind are permitted.

Section 25.

Vehicles and Repair. No boat, trailer, camper, golf cart, recreational vehicle, or other similar type vehicle may be parked or stored in open view on a Lot for longer than a 48-hour period. During the golf season, it is permissible to park and store a golf cart on the driveway of a Lot for no more than a forty-eight (48) hour period. During the boating season, it is permissible to park and store boats and private watercraft on the driveway of a Lot for no more than seventy-two (72) consecutive hours. All vehicles parked in open view and not in a garage must be operable and may not be unsightly. No vehicle may be parked on any yard.

Section 26.

Solar Devices. Solar devices shall be permitted provided they are approved, in advance, by the Architectural Review Committee.

Section 27.

Statues, Windmills, Fountains/Water Ornaments and Other Ornamental Features. One (1) statue, windmill, fountain/water ornament, or other ornamental feature is permitted per Lot provided it is approved, in advance, by the Architectural Review Committee. Such features must not create a noise level above twenty (20) decibels and may not be taller than seventy percent (70%) of the first level of any residential living unit. No such feature can produce power other than to operate a water feature itself.

Section 28.

Community Mailboxes. No individual mailbox will be allowed on any Lot. All mailboxes for the Property shall be community mailboxes (sometimes known as "cluster box unit" mailboxes) as required by the U.S. Postal Service. The location of all community mailboxes is determined by the U.S. Postal Service and no Lot Owner may object to or attempt to change the location of any community mailbox. Each Lot Owner shall pay an initial assessment of Three Hundred Dollars ($300) for community mailboxes as provided in Article VI, Sections 1 and 4, above.

Section 29.

Review Fees. When an Owner, other than the Developer, submits plans to the Architectural Review Committee for preliminary review or final approval, the submission shall include the

"Review Fees" as described below:

a. **New Home Construction:** The original contemplated alteration of a Lot from its natural state to a single-family residence with submission to include building plans, specifications, and other plans required by this Declaration: Five Hundred Dollars ($500).

b. **Major Alteration or Addition:** Structural or site modification taking place after the original construction which is significant enough to require the issuance of a building permit by a governmental authority: Five Hundred Dollars ($500).

c. **Changes to or Resubmission of Plans:** Whenever a submission for which the Architectural Review Committee has previously granted final approval is resubmitted for final approval to the Architectural Review Committee due to changes in the originally approved plan, or whenever a submission whose approval is previously denied is resubmitted by a builder or by a homeowner: One Hundred Dollars ($100).

d. **Additional Review Fees.** In addition to the Review Fees as described above, the Architectural Review Committee shall be reimbursed by any Owner for such costs and expenses which are incurred by the Architectural Review Committee in the evaluation process, including, but not limited to, ordering surveys of lot lines and easements, and/or engaging the resources of an engineer, architect, attorney, or consultant. Notwithstanding this provision, the Architectural Review Committee is not required or obligated to incur any outside third-party costs in the evaluation process of plans, specifications, or permits.

Reinspection. When a structural improvement fails to pass inspection because of non-compliance with an approved plan and specifications, a reinspection fee shall be imposed as a condition of final approval: One Hundred Dollars ($100).

Section 30.

Occupancy and Sale. The occupancy of any Lot within the Property shall be subject to the provisions set forth in this Section. As used herein, a Lot is considered to be leased if it is occupied on a temporary or continual basis by parties other than the Owner or the Owner's family.

a. All leases or non-owner occupancy arrangements must be in writing and shall each have a minimum term of six (6) months, unless a shorter period is permitted specifically by the Association. At the time of entering into a lease, the Owner and the Owner's tenant shall provide the Association with an executed copy of the lease and pay a review fee of One Hundred Dollars ($100).

b. Each lease shall contain, or shall be deemed to contain the following:

i. The lease shall designate the parties who are entitled to occupy the Lot

and shall state that no other parties are permitted to occupy such Lot.

ii. The lease shall provide that continued violation of any provisions of this Declaration shall constitute cause for termination of the lease and eviction of the tenant.

c. In the event of a continued violation of this Declaration and the restrictions and conditions set forth herein on a lease or non-owner-occupied Lot, the Board of Directors of the Association have the right to give notice to the Owner directing the Owner to institute proceedings to evict the tenants. In the event the Owner has not initiated and completed eviction proceedings within thirty (30) days, the Association shall have the right, but not the duty, to institute eviction proceedings on behalf of the Owner. For this purpose, each Owner hereby irrevocably appoints the President of the Association as the Owner's attorney-in-fact for purposes of initiating said eviction action. Any and all court costs and attorneys' fees expended by the Association pursuant to any eviction action under this provision shall be the responsibility of the Owner and shall be paid within thirty (30) days of written notice from the Association requesting payment. In the event such costs and fees are not paid, the costs and fees shall become a special assessment against the Owner and against the Owner's Lot and, if not paid shall be subject to the lien and foreclosure procedure contained in this Declaration.

d. At the time of the sale of any Lot, the Owner, except Developer, is required to provide the Association the following:

i. Name, address, email address, and telephone number of Buyer(s);
ii. Date of closing;
iii. Copy of the deed transferring title; and
iv. Signed Receipt and Acknowledgement of Homeowners Association Documentation.

ARTICLE X.
WAIVER OF VIOLATION

Where an improvement on any Lot is submitted to the Architectural Review Committee for approval or where a building has been erected or the construction thereof is substantially advanced and the construction would constitute a violation of this Declaration or is situated on any Lot in such a manner that the same constitutes a violation or violations of any of this Declaration, the Board of Directors or the Developer shall have the right to release such Lot or portion thereof from such part of the provisions of this Declaration which are violated; provided, however, said Architectural Review Committee or Developer shall not release a violation or violations of any such covenant except as to a proposed waiver either the Architectural Review Committee or the Developer, in their respective sole discretions, determine to be not seriously detrimental to the neighborhood of the Property, or to be a positive contribution to surrounding residential living units of the Property. For example, but not by way of limitation, preservation of existing trees might be a circumstance. Waivers may also be appropriate where a proposed material, design, or treatment, while in not strict compliance, is a positive element or is indistinguishable from a permitted material, design, or treatment or possesses the same visual

quality. A violation of any provision of this Declaration or the decision of the Developer or the Architectural Review Committee to waive or otherwise grant and authorize variances from any terms or restrictions herein shall not be deemed to be a defense to establish a basis for others to violate any of the terms, conditions, covenants, or provisions contained in this Declaration.

ARTICLE XI.
GENERAL PROVISIONS

Section 1.

AMENDMENTS. In addition to any other manner herein provided for the amendment of this Declaration, this Declaration may be amended, changed, added to, modified, or deleted at any time from time to time upon the approval of three-fourths (3/4ths) of the total vote of the Lot Class and Developer Class (so long as the latter exists) at a regular or special meeting of the Association for such purpose; provided, however, that so long as the Developer is the Owner of or holds a mortgage on any part or portion of the Property affected by this Declaration, the Developer's consent to any amendment to this Declaration must be obtained in writing in order for the amendment to be effective. Additionally, the Developer shall have the right, in the Developer's sole discretion, to amend this Declaration so long as the Developer owns or holds a mortgage on any Lot in the Property. All subsequent grantees of the Property, hereby grant to Developer their powers of attorney to effect any change, amendment, modification deemed to be required by Developer. Additionally, any amendment which materially and significantly affects the Developer's ability to develop the Property, sell improved or unimproved Lots, modify or terminate any rights or reservations granted to the Developer in this Declaration must be approved and executed by the Developer. Further, for an amendment to be effective, a Supplemental Declaration certifying the amendment shall be executed by the President and Secretary of the Association and shall be recorded in the County Recorder's office for Burleigh County, North Dakota. No amendment or termination shall require the consent or joinder of any mortgagee or lienholder holding a lien upon any part or portion of the Lot.

Section 2.

Notice to Lot Owners. As to any notice required to be sent to any Member of the Association or Owner, such notice shall be deemed to have been properly sent when (i) personally delivered, (ii) mailed, postage pre-paid, to the Lot address of the Owner who own the Lot, or at such other address as may be provided by an Owner or Member of the Association in writing to the Association, or (iii) transmitted by electronic transmission to any email address or cellular telephone number of the Owner or Member of the Association contained in the files or records of the Association.

Notice to Association. Any notice required to be sent to the Association shall be deemed to have been properly sent when (i) personally delivered, (ii) mailed, postage pre-paid, to the Association at its address set forth in the Association's Bylaws or at such other address as may be provided by the Association to the Owners in writing, or (iii) transmitted by electronic transmission to any email address or cellular telephone number of the Association provided to the Owners.

Section 3.

Severability. Invalidation of any one of these covenants or restrictions set forth in this Declaration or any part thereof by judgment or court order shall in no way affect the other provisions of this Declaration which shall remain in full force and effect.

Section 4.

Governing Law. It is expressly understood that the laws of the State of North Dakota shall govern the interpretation and enforcement of this Declaration and all provisions contained herein.

Section 5.

Easement for Inspection. All Owners of a Lot within the Property agree that the Developer and/or representatives of the Architectural Review Committee will be allowed to inspect each Lot for purposes of making sure such Lot is in compliance with the provisions of this Declaration and conduct all activities reasonably necessary to carry out such inspection. Each Owner waives any and all claims for a trespass on a Lot arising from such inspection.

Section 6.

Developer's Storm Water and Erosion Control. Developer will use best practice to prevent storm water and erosion problems relating to the Lots owned by the Developer. In the event of Developer's inability or failure to prevent the loss, transfer, or migration of any soil, silt, sediment, or other materials from or beyond the boundaries of a Lot owned by and under the control of the Developer, each Owner of a Lot hereby releases, waives, and otherwise discharges any and all claims that an Owner of a Lot may assert against the Developer relating to storm water and erosion control issues.

Section 7.

Indemnification of Developer for Enforcement Costs. The Association shall indemnify, defend, and hold harmless the Developer and its officers, directors, members, affiliates, successors and assignees, from all claims asserted by the Association, Lot Owners, or other parties related to this Declaration or the Developer's development of the Property. The Association shall reimburse any costs expended by the Developer in the enforcement or defense of any claims related to this Declaration or the development of the Property. Any and all costs which are subject to indemnification as a result of a Lot Owner's violation of this Declaration shall be assessed as a cost to such Lot Owner violating these provisions.

Section 8.

Exculpation. Each Lot Owner acknowledges and agrees that the Developer shall not be liable in damages to any Lot Owner for another Lot Owner's or the Association's failure to abide by, enforce, or carry out any of the covenants or restrictions stated herein. The purchaser of a Lot shall accept the Lot in its existing condition, as is, where is, and with all faults; no warranties or

representations having been made by the Developer or its designated representatives except as may be expressly stated herein. The acquirer agrees to indemnify and hold the Developer and its officers, directors, members, affiliates, successors and assignees, harmless against any claim, liability, damage or cost in connection with the Developer's development of the Property.

Section 9.

No Waiver. No delay or failure by the Association or the Developer to enforce the restrictions in this Declaration or a breach of the restrictions in this Declaration, or an intentional waiver of a breach of the restrictions in this Declaration, shall under any circumstances be deemed or held to be a waiver by the Association or the Developer of the right to do so thereafter.

[*Remainder of page intentionally left blank; signature page and exhibit follow.*]

IN WITNESS WHEREOF, the undersigned Developer has caused these presents to be executed in its name, by its authorized undersigned member this 4 day of November, 2024.

DEVELOPER:

SP DEVELOPERS, LLC

By: _____
Cameron Knutson, President

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

On this 4 day of November, 2024, before me personally appeared Cameron Knutson, known to me to be the President of SP Developers, LLC, the limited liability company that is described in and that executed the within and foregoing instrument and acknowledged to me that such limited liability company executed the same.

ALICIA ROGSTAD
Notary Public
State of North Dakota
My Commission Expires May 18, 2025

_____
Notary Public

NORTH DAKOTA GUARANTY & TITLE CO.-
Recorded Electronically
972038
$95.00
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11/5/2024 9:00 AM
Burleigh County

EXHIBIT A
TO
DECLARATION OF RESTRICTIONS ON REAL ESTATE

Property

The following described lots and blocks located in Summit Point 1st Subdivision of Burleigh County, North Dakota:

Block 1:	Lots 1 and 2
Block 2:	Lots 1 through 12
Block 3:	Lots 1 through 10
Block 4:	Lot 1
Block 5:	Lots 1 through 18
Block 6:	Lots 1 through 21
Block 7:	Lots 1 through 6
Block 8:	Lots 1 through 16