

Draft

RESTRICTIVE COVENANTS

OF

RESLOKKEN

KNOW ALL MEN BY THESE PRESENTS:

That Brian Reslock and Tracey Reslock, of Devils Lake, North Dakota, are the fee owners of the following described real estate:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8) of Block One (1), and Lots One (1), Two (2), Three (3), Four (4), and Five (5) of Block Two, and Outlot B, of Reslokken Subdivision, a part of Outlot 23-0006 and a part of Government Lots Two (2) and Three (3) of Section Fourteen (14), Township One Hundred Fifty-three (153) North, Range Sixty-five (65) West, Ramsey County, North Dakota, as reflected by the plat thereof on file and of record in the office of the County Recorder for Ramsey County, North Dakota;

hereby make the following declarations as to limitations, restraints, and uses to which the lots or tracts constituting said premises may be put, hereby specifying that said declarations shall constitute covenants to run with all the land as provided by law and shall be binding upon all property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to any site owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of the site than is necessary to insure the same advantages to any other site owners, and to keep the premises desirable, uniform, and suitable in architectural design and use as herein specified; and which said restrictive covenants shall be deemed to be incorporated in each and every deed hereinafter executed by the said owner or any subsequent owner of any lots or parcels in said premises, whether expressly set forth or referred to in said deed or not, to-wit: parties and all persons claiming under them and for the benefit of all future owners in said premises as well as the successors, heirs, executors, administrators, and assigns of any of said parties, these Restrictive Covenants being designed for the purpose of insuring the use of the

- (A) The property is hereby restricted to residential use and uses related to the convenience and enjoyment of such residential use. All residences constructed upon any portion of the described premises shall be single family residential dwellings having a minimum main floor area of 1500 square feet, and shall be no more than two and one-half stories or thirty-five feet in height, and shall be constructed in a style and appearance, and using such construction materials, as is

generally consistent with that used in similar residences in the area. The minimum square footage requirement shall be living space only, and shall not include any attached garage or storage area.

- (B) All buildings or structures erected upon the property shall be of new construction and no buildings or structures shall be moved from other locations onto said premises, without prior approval of the property-owners association, as established hereinafter, as to be known as Reslokken Property-Owners Association. All buildings constructed or moved onto the premises must be constructed on a perimeter foundation.
- (C) No structures of a temporary character, tent, shack, barn, or other temporary outbuilding shall be used or permitted to be kept or stored on any portion of the premises at any time either temporarily or permanently.
- (D) No appurtenant structures and outbuildings such as, but not limited to, garages, guest houses, green houses, and storage buildings, shall be built upon any portion of the premises prior to the construction of a permanent residence upon that portion of the property.
- (E) All appurtenant structures and outbuildings shall be of a design and character which is architecturally consistent with the residence located on that portion of the property. The highest point of any appurtenant structure shall be no higher than that of the residence located on that property and shall be no higher than eighteen feet above ground level, whichever is the lower. All such structures shall be constructed of the same or similar materials as the residence, and shall be sided using siding of the same type and color as the residence. No appurtenant structure shall be built which has a total floor area in excess of 1,600 square feet, and the walls shall not exceed twelve (12) feet in height. No buildings constructed with poles used as wall supports or foundation shall be permitted.
- (F) No more than one unattached garage, the floor area of which shall not exceed 1,600 square feet, may be constructed on any portion of the described premises appurtenant to any one residence. No more than two storage sheds, the floor area of each of which may not exceed 150 square feet, may be erected or constructed on any portion of the described premises appurtenant to any one residence. No more than one appurtenant structure may exceed the minimum floor area of 150 square feet.
- (G) Easements for the installation and maintenance of utilities and drainage facilities are reserved on each lot as shown the on the recorded plat. No structure, planting or other material which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, shall be placed or permitted to

remain within these easements . The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which the public authority or utility company is responsible.

- (H) No animals, livestock or poultry of any kind shall be raised, bred or kept on the property, except that any owner of a portion of the described premises may keep as pets no more than two dogs and one cat, or two cats and one dog. This restriction does not apply to small animals normally kept as pets and which are confined at all times within enclosures within the residence, such as, but not limited to, hamsters, gerbils, guinea pigs, small lizards, tropical fish, and caged birds. Any pet must remain on the owner's property or be under the owner's control at all times. Nuisance pets shall be removed from the subdivision, and shall not be permitted to return. A nuisance pet is one which is determined by a majority of the members of the property-owners association at any annual or special meeting as being unreasonably loud, is not being controlled by its owners, bites or otherwise injures any person without justification, or acts in a manner that reasonably causes fear in any person.
- (I) No advertising signs (except one of not more than one square foot "For Rent" or one of that size generally used by Realtors in the City of Devils Lake, North Dakota, for use in advertising residential homes "For Sale"), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the premises, except that the developer or the Property-Owners Association may erect, maintain, and replace signs appropriately located which identify the development as Reslokken Subdivision, and appropriate street and traffic control signs may be placed along streets and byways within the premises.
- (J) The premises shall not be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any other portion of the described property or any resident thereof.
- (K) No business activities shall be conducted in any building or in any portion of the property, except for non-retail business operations which are not open to the general public, which do not create any loud noise, and which do not emit any noxious fumes, or otherwise interfere with the peaceful enjoyment by the other property owners of their property. No signs promoting any business shall be erected on the property, or displayed from any building in such a manner that it can be observed from the road or any neighboring property. Rentals of homes constructed on the property shall be allowed for long-term residential purposes only, and all leases for the rental of such property shall have an initial term of six (6) months, and thereafter shall continue only for minimum periods of thirty days.
- (L) No more than two (2) rummage or garage sales may be conducted at any one residence per calendar year.

- (M) All equipment, garbage cans, service yards, compost piles, wood piles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring units and streets. All rubbish, trash, or garbage shall be regularly removed from the property, and shall not be allowed to accumulate thereon. No items of personal property shall be allowed to accumulate on the property except items of a nature that are normally accepted as aesthetically pleasing landscaping.
- (N) No fence, wall, or hedge higher than eight (8) feet shall be erected or maintained upon any portion of the described premises, and shall not be constructed of chain link, barbed wire, woven wire, or other metal material. All fences must be constructed of wood, or of plastic or vinyl, which has a natural wood or painted wood appearance.
- (O) All connections of electricity, water, telephone, sewer, and other utilities to any buildings constructed upon any portion of the described premises shall be constructed and maintained underground, and no lines, pipes, or other utility connections shall be constructed or maintained above ground.
- (P) A rural water system and a sewage disposal system are available to the property owners and all residences must be hooked up to the public sewage disposal system and to the rural water supply system. No other water distribution systems, wells, water storage systems, or sewage disposal or storage systems may be installed or constructed on the property.
- (Q) All connections to utilities which will pass under Miller Road or any other roadway, sidewalk, path, bikeway, or alley, within the subdivision, shall be constructed in such a manner so as to not disrupt the surface of the roadway, sidewalk, path, bikeway, or alley, and all such connections to utilities shall be constructed in a manner so as not to disrupt the surface of any waterway or other drainage structure (no open trenching).
- (R) No roads for ingress or egress to any individual lot or lots shall be constructed except for access roads that connect to those roads as are defined on the recorded plat. All roads and approaches constructed for ingress and egress shall be constructed in such a manner so as to assure safe access to the roadway and shall include culverts as necessary so as not to impede the flow of water or to cause water to pool upon any adjacent property, including the roadways within the subdivision.
- (S) The owner of each lot, whether vacant or improved, shall keep the grass mowed to a level consistent with the neighboring properties, and shall keep the lot free of weeds and debris. In the event that the owner shall fail to maintain the lot as set forth in these covenants the Property-Owners Association may perform such maintenance and assess the reasonable cost of such maintenance against the lot

and should the owner fail to pay all or any portion of such assessment, the unpaid portion shall constitute a lien against the property in favor of the Property-Owners Association as set forth hereinafter.

PROPERTY-OWNERS ASSOCIATION

A property-owners association, known as the Reslokken Property-Owners Association, hereinafter referred to as "the Association", is hereby established and which shall have the following governing provisions and authority:

1. The Association shall be organized as a not-for-profit corporation under the laws of the State of North Dakota. The Association shall be governed by a Board of Directors, which shall consist of five (5) individuals who are owners of a lot or lots within the Subdivision. Until such time as a minimum of five lots within the subdivision are sold to more than five different individuals, the government of the property-owners association shall remain solely with the developer. Once more than five individuals shall become owners of property within the Subdivision, then, within thirty (30) days, an election shall be held, with every property owner being entitled to vote as set forth herein, to select the Board of Directors who shall then serve a one-year term until the next annual meeting of the Association, at which time a new Board of Directors shall be elected. A regular annual meeting of the Association shall take place each year on a day, time and location as set by the Board of Directors, but no sooner than 355 days, and no later than 375 days, after the previous annual meeting. Notice of the date, time, and location of the annual meeting of the Association shall be provided to each owner of each lot, which notice shall be mailed to each lot owner at the address of the record owner on file with the Secretary-Treasurer of the Association, and which notice shall be mailed at least fourteen (14) days prior to the date of the meeting. If the Secretary-Treasurer does not have an address for the lot owner, the address on file with the Treasurer for Ramsey County, North Dakota, shall be deemed the record address of the lot owner. In the event that any member of the Board of Directors shall resign, die, or be determined to be incompetent by a court of law, or be removed by a majority vote of the members of the property-owners association at a special meeting called and held as provided herein, thereby creating a vacancy on the Board, then the Board shall appoint a member of the Association who shall complete the vacant term on the Board, to serve until the next annual meeting.
2. The owners of each individual lot, as established by the plat of the Subdivision, shall be entitled to one vote per lot. If one lot is owned by more than one person, each person shall have a fractional vote equal to their fractional interest in the lot. For example, if two individuals own one lot equally, then each owner shall have one-half of a vote. If one individual owns two lots, then that individual shall have two votes. Only those members of the Association present in person at the annual or any special meeting of the Association may vote for the members of the Board

of Directors and on any other matter that may come before the Association at the meeting.

3. The Board of Directors of the Association shall elect from amongst their membership a President, a Vice-president, and a Secretary-Treasurer. The President shall schedule and call the annual meeting and any special meetings of the Association, and also all meetings of the Board of Directors, and shall preside over those meetings. The Vice-president shall perform the duties of the President in the absence of the President. The Secretary-Treasurer shall keep the minutes of all meetings of the Association or the Board of Directors, shall collect and deposit all funds of the Association with a federally insured financial institution, and shall draw checks on the accounts of the Association to pay the expenses and obligations of the association upon the approval of the Board of Directors.
4. A special meeting of the Association may be called by the Board of Directors, and shall be called upon the petition of ten percent (10%) of the members of the Association. The date, location, and time of the special meeting shall be provided to the members of the Association, in the same manner as the notice of the annual meeting, no later than one week prior to the special meeting. The notice of the special meeting shall set forth the reason for the meeting and any business to be transacted, and any business not contained in the notice may not be considered by the Association at the special meeting.
5. The Board of Directors shall interpret these Restrictive Covenants, and shall be responsible for the enforcement of these covenants.
6. Each lot owner shall pay an assessment to the Association of an initial amount of \$300.00, to be paid at the time of the initial purchase from the developer, and such other annual assessments in such amounts as shall be determined by the Board of Directors at the first meeting of the Board of Directors following the annual meeting of the Association, which amount shall be an equal amount for each lot. The Board or Directors shall establish the date by which the annual assessment must be paid, or the dates by which incremental payments may be made if authorized by the Board of Directors. Notice of the annual assessment shall be mailed to each lot owner by the Secretary-Treasurer at least thirty (30) days prior to the date on which the assessment must be paid. From the assessments the Association shall pay for the expenses of the administration of the Association, the maintenance and repair of any common elements in the Subdivision, such as roads, and for the common expenses of the Subdivision which may include snow removal, road maintenance, insurance, mosquito control, and any other expenses deemed necessary by the Board of Directors.
7. Should any owner of any lot fail or refuse to pay the assessment on that lot by the time set by the Board of Directors and as set forth in the Notice timely mailed to the lot owners, the amount of the unpaid portion of the assessment shall constitute

a lien on the lot in favor of the Association, and upon the recording of a notice of that lien by the Board of Directors in the office of the County Recorder of Ramsey County, North Dakota, the lien shall become effective and shall constitute a lien upon the owners' interest in the property. Such lien may be enforced by foreclosure by the Association of the defaulting owner's lot in the same manner as mortgages on real property. This lien shall be in favor of the Association and for the benefit of all of the members of the Association.

8. The Association is a private organization consisting solely of the owners of the lots in the Subdivision. All owners of any lot, or partial interest in any lot, are entitled to attend and participate in the meetings of the Association, and to attend and to express their views at any meeting of the Board of Directors. The Secretary-Treasurer shall notify any member of the Association of the date, time and place of any meeting of the Board of Directors, upon the request of that member. No meeting of the Association or of the Board of Directors need be open to the general public.
9. The Association will govern the uses and restrictions of the area known as Outlot B, including the easement rights held by the Association to a tract of land located in Lot One (1) of Block Eight (8) of North Shore Subdivision. Outlot B is a general use area to be used for subdivision owners only. The purpose of Outlot B is to provide access to the lake for all subdivision owners. Only docks owned by the Association may be placed on Outlot B except as provided in the easements, which have been recorded in the office of the Ramsey County Recorder as Document No. _____ and Document No. _____. All docks located in Outlot B, except as may be placed in accordance with the terms of that easement described as Document No. _____, shall be owned by the Association and are to be available to all lot owners. Boat lifts, if allowed by the Association, are owned individually and are the responsibility of each owner. Boat lifts and docks may be stored on Outlot B during winter months only during dates approved by the Association. All improvements and upkeep to Outlot B will be governed by the Association.
10. The owner of any lot shall notify the Association of any intended sale of the lot by written notice given to any member of the Board of Directors of the Association at least forty-five (45) days prior to such bona fide sale. The Association shall have an option to elect to purchase such lot on behalf of the members of the Association on the same terms and conditions and for the same price as is offered in a bona fide sale by the owner to others. Such election shall be made a majority vote at a special meeting of the members of the Association to be called by the Board of Directors and held within thirty-five (35) days of the date of the notice. The failure of the Association to act within forty-five (45) days shall be deemed an approval of the sale and a waiver of the option.

It is expressly understood and agreed, that the several restrictive covenants contained herein shall attach to and run with the land, and it shall be lawful not only for the Declarant, its successors or assigns, and the property-owners association created herein, but also for the owner or owners of any portion of the described premises, deriving title from or through the Declarant, to institute and prosecute any proceedings at law or in equity against the person or person violating or threatening to violate all or any one of these restrictive covenants.

These restrictive covenants are intended to apply to the described property, and shall be binding upon the owners of the described property, or any portion thereof, their heirs, assigns, and successors in interest.

These restrictive covenants will remain in full force and effect until amended, modified, revoked, or rescinded by a vote of seventy-five percent (75%) of the owners of the lots in the subdivision, and such amended, modified, revoked or rescinded covenants shall be filed in the office of the County Recorder for Ramsey County, North Dakota.

If any provision of these covenants is held to be invalid or unenforceable by a court of competent jurisdiction, then such invalidity or unenforceability shall not affect the validity and enforceability of the other covenants, and the covenant held to be invalid or unenforceable shall be enforced as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability.

Dated this _____ day of July, 2015.

Brian Reslock

Tracey Reslock

State of North Dakota)

) ss

County of Ramsey)

On this _____ day of July, in the year 2015 before me personally appeared Brian Reslock and Tracey Reslock, known to me to be the persons that are described in and that executed the within instrument, and acknowledged to me that they executed the same.

Notary Public

My commission expires: