

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CORNER POST ADDITION TO THE CITY OF WILLISTON, NORTH DAKOTA**

This Declaration of Covenants, Conditions, and Restrictions for Corner Post Addition to the City of Williston, North Dakota ("Declaration") is made this 4th day of June by Corner Post Land, LLC, a North Dakota limited liability companies ("Declarant").

WITNESSETH

WHEREAS, Declarant owns certain real property in the City of Williston's extraterritorial jurisdiction ("ETJ"), County of Williams, State of North Dakota, which has been platted as **Corner Post Addition**, a rearrangement of Lots 1–13, Block 2, Bennett Industrial Park Third Addition, and Lot 2R (a rearrangement of Lot 20, Block 2, Bennett Industrial Park Third Addition), which is known as the Corner Post Addition, as approved on _____ (the "Plat"), recorded with the Williams County Recorder as Document No. _____, containing seven buildable lots plus two non-buildable lots designated primarily for stormwater detention; and

WHEREAS, Declarant desires to subject all lots in this Plat (the "Property") to the easements, restrictions, covenants, and conditions hereinafter set forth, each and all of which is for the benefit of said Property and every owner thereof; and

WHEREAS, Declarant is establishing a Property Owners Association (the "Association") to own or oversee certain shared improvements and to ensure long-term maintenance of private roads and drainage facilities; and

WHEREAS, the Williston Planning & Zoning Commission and City Commission have approved said Plat subject to the creation and recordation of these CCRs (and verification of the HOA) in a form acceptable to the City, with provisions for perpetual private maintenance of roads and stormwater facilities, plus the City's right to assess Owners if the HOA fails.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, transferred, sold, and conveyed subject to the following covenants, conditions, easements, and restrictions, which shall run with the land and be binding on all parties having or acquiring any

right, title, or interest in the Property, and shall inure to the benefit of the Owners thereof and the Association.

ARTICLE 1

Interpretation; Definitions

Section 1.1. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation, maintenance, construction, appearance and harmony of Corner Post Addition to the City of Williston, North Dakota and providing the Declarant (during the Development Period) and thereafter the Association control and flexibility in managing and controlling activities within Corner Post Addition.

Section 1.2. Definitions:

- a) "Architectural Control Committee" shall mean and refer to that committee described in Article VI, Section 6.4, below.
- b) "Articles" shall mean the Articles of Incorporation for Corner Post Addition to the City of Williston, North Dakota Property Owners Association, a North Dakota non-profit corporation, which are incorporated herein by reference.
- c) "Association" shall mean the Corner Post Addition Property Owners Association (or similarly named nonprofit) to be formed under North Dakota law, its successors and assigns. The Association is responsible for the common areas, shared private roads, signage, drainage, stormwater detention ponds, and any other shared infrastructure or improvements designated on the Plat.
- d) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- e) "Bylaws" shall mean and refer to the Bylaws of the Association, which are incorporated herein by reference.
- f) "Common Areas" shall include, but not be limited to:
 - i. The two non-buildable lots designated on the Plat as stormwater detention or drainage easement lots (hereinafter sometimes referred to as "Detention Lots").
 - ii. Any private rights-of-way, specifically including Jackson Street and related ditches, culverts, signage, lighting, or other improvements if and as designated "off-system" or private on the Plat or by Williston Township.
 - iii. Any other areas or easements the Association is obligated to operate or maintain under this Declaration, the Plat, or City and Township requirements.
- g) "Contract" shall mean and refer to a real estate purchase and sale contract.

- h) "Detention Lots" are the non-buildable stormwater management lots shown on the recorded Plat. These lots are designated for open-air stormwater detention and conveyance. The Association shall own and/or maintain them for the benefit of all Owners (subject to each Owner's continuing obligation not to impede drainage flows).
- i) "Development Period" shall mean and refer to that period beginning on the effective date of the Articles of the Association and ending at the earlier of (i) written notice from the Declarant to the Members of the Association in which the Declarant elects to terminate the Development Period, or (ii) the date that none of the Lots in Corner Post Addition is owned by Declarant.
- j) "Development Plan" shall mean the Declarant's intended use and development of the Property, provided however that the Development Plan includes and is subject to all regulations imposed by state, federal and local law or as otherwise set forth in the Plat, or conditions imposed as a part of the approval of the Plat.
- k) "Governing Documents" shall mean and refer to this Declaration, any Amendments or Supplementary Declarations, the Plat and Development Agreement the Articles, the Bylaws, the rules and regulations of the Association, if any, and the rules and procedures of the Architectural Control Committee, as any of the foregoing may be amended from time to time.
- l) "Governing Jurisdiction" shall mean the City of Williston, the County of Williams, and the state of North Dakota, as applicable.
- m) "Jackson Street" (private street) means the interior roadway depicted on the Plat that is not dedicated or accepted by the City of Williston or by Williston Township. Jackson Street shall be constructed, maintained, repaired, and replaced solely at the cost of the Association and/or abutting Owners, with no responsibility falling to the City or Township.
- n) "Lot" or "Lots" shall mean and refer to all parcels of land shown upon the recorded Plat, except for (i) Common Areas and (ii) any land conveyed or dedicated to the Governing Jurisdiction.
- o) "Majority in Interest" shall mean a combination of any Owners who, in the aggregate, hold more than 50% of the voting rights owned by all Owners from time to time.
- p) "Member" shall mean a Member of the Association, as defined in the Articles.
- q) "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Plat, including the Declarant, Contract purchasers, but excluding those having such interest merely as security for the performance of an obligation. The meaning of "Member" and "Owner" shall be the same.

- r) "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Plat, including the Declarant, Contract purchasers, but excluding those having such interest merely as security for the performance of an obligation. The meaning of "Member" and "Owner" shall be the same.
- s) "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Plat, including the Declarant, Contract purchasers, but excluding those having such interest merely as security for the performance of an obligation. The meaning of "Member" and "Owner" shall be the same.
- t) "Structure" shall mean any type of building; wall, fence, deck, mailbox standard; driveway, walkway or the like.

All words or phrases defined in the Articles or Bylaws shall have the same meaning in these Declarations, and such definitions are incorporated herein by reference.

ARTICLE II

Property Rights

Section 2.1. Owners' Right of Enjoyment. Every Owner has a non-exclusive right to use and enjoy the Common Areas as designated, subject to: (i) this Declaration; (ii) rules and regulations adopted by the Association; (iii) any additional private easements or access restrictions on the Plat; and (iv) the City of Williston or Township codes/ordinances.

Section 2.2. Delegation of Use. Ownership of any Lot within Corner Post Addition automatically confers membership in the Association. No Lot shall be conveyed, occupied, or developed absent compliance with the HOA membership requirement.

Section 2.3. Further Subdivision. Owners acknowledge that Jackson Street is not maintained or accepted by the City or Township. The maintenance, repair, snow removal, reconstruction, and replacement of Jackson Street, and any signage or related improvements, are the collective responsibility of the Association and the Owners, consistent with any further detail in this Declaration or the Association's bylaws.

Section 2.4. Maintenance of Common Areas. The Association shall maintain the Common Areas consistent with all applicable Governing Jurisdiction statutes, ordinances, rules and regulations. The use of the Common Areas shall be restricted to those uses specified in the recorded Plat and Development Agreement or any amendments thereto. The Common Areas shall be maintained and used in compliance with all Governing Jurisdiction statutes, ordinances, rule and regulations, these Declarations, and conditions specified in the Plat or any amendments thereto.

ARTICLE III
Association Membership; Voting Rights

Declarant shall form the Association prior to or contemporaneous with the recording of this Declaration. The Association shall be a nonprofit corporation organized and existing under the Laws of the State of North Dakota charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as they may be amended from time to time. Each Owner shall be a Member of the Association and shall have voting rights based on the ratio of square footage of the Owner's Lots to the square footage of all Lots in the Plat, as shown on Exhibit B attached hereto.

ARTICLE IV
Association Regulations and Assessments

Section 4.1. Creation of the Lien and Personal Obligation of Assessments. Unless otherwise provided herein, each Owner of any Lot by acceptance of a deed therefore, whether it shall be so expressed in such deed, is deemed to covenant and agree to pay regular and special assessments to the Association, as provided herein. Assessments shall be adopted in accordance with the Bylaws and this Declaration. The assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the Lot and shall be a continuing lien upon and shall attach to the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees incurred in collecting the same, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, irrespective of the ownership of the Lot at the date of collection.

Assessments levied by the Association, which shall include without limitation:

- a) Regular Assessments for routine maintenance of the Common Areas (including Jackson Street, drainage ditches, culverts, and Detention Lots).
- b) Special Assessments for capital repairs, emergencies, or other extraordinary costs.

Such assessments, plus any costs of collection and attorney fees, shall be a continuing lien on the Lot and a personal obligation of the Owner.

Section 4.2. Purpose of Assessment.

Assessments shall be used to pay for all expenses of the Association, including but not limited to:

- a) Maintenance, repair, and replacement of Jackson Street (private street), signage, landscaping, mailboxes (if any), lighting (if any).
- b) Maintenance, repair, and replacement of Detention Lots and other stormwater management infrastructure.
- c) Insurance, utilities, professional services, and operating expenses of the Association.
- d) Improvement, construction, repair, maintenance, insurance and other expenses related to or arising from Common Areas or improvements thereon (e.g., taxes, utility charges, gardening, landscaping, storm water facilities and associated conveyance systems)

The assessment levied by the Association shall be used for the; any other responsibilities or obligations of the Association such as right of way landscaping, insurance, etc.; or other items or obligations deemed necessary and proper by the Association to keep Corner Post Addition in a good, clean, attractive and safe condition in compliance with all applicable codes, laws, rules and regulations. Assessments may also be levied to pay for any professional services or consultation incurred by the Association in carrying out its duties, including but not limited to management companies, certified public accountants and legal counsel.

Section 4.3. Special Assessments. In addition to the assessments authorized above, the Association may, in accordance with and subject to the provisions of the Bylaws of the Association and any applicable laws, levy special assessments through the use of a special budget as authorized by the Bylaws. The special assessments may be used to cover unanticipated financial shortfalls, and/or for the purpose of defraying, in whole or in part, extraordinary expenses such as the cost of any construction, reconstruction, repair or replacement of a capital improvement of the Common Areas, and liability expenses, fixtures or improvements of the Association, including repairs or renovation; To the extent such costs and expenses are caused by the misconduct of an Owner or occupant, the Board may, after notice and an opportunity to be heard, specially assess that expense against that Owner's Lot. Further, because Jackson Street is a private roadway, the Association shall budget, assess, and collect sufficient funds to ensure it is kept in good condition consistent with City and Township standards for access by emergency vehicles and occupant safety. No government entity is responsible for any part of this private road or drainage system maintenance.

Section 4.4. Stormwater Detention Maintenance. The Association shall maintain, repair, and if necessary, replace drainage ponds, culverts, ditches, and other stormwater improvements on the Detention Lots or within drainage easements so as to comply with all local, state, and federal requirements. The Association must keep these areas free of debris, siltation, or obstructions that impede stormwater flow or violate water quality standards.

Section 4.5. Failure of the HOA; City's Right to Assess. If the Association dissolves, becomes inactive, or otherwise fails to perform the obligations set forth herein, the City of Williston (and/or Williston Township) may create or impose a special improvement district or other special assessment upon the Lots to cover maintenance costs for the Common Areas, roads, or drainage. Each Owner expressly waives protest of such an improvement district or special assessment.

Section 4.6. Rate of Assessments. Except as otherwise authorized herein all assessments shall be apportioned to the Owners based on the same ratio as voting rights as shown on Exhibit B. The Board shall prepare an annual budget to determine the assessments.

Section 4.7. Date of Commencement of Assessments: Due Dates. The liability for assessments as to all Lots shall commence and the first assessment shall be due on the date of closing of the Contract, the date of conveyance of the Lot, or the date of occupancy of a Structure constructed thereon (whichever comes first). Assessments shall be due annually on January 1 of each year thereafter, or as may otherwise be established by the Board.

Section 4.8. Effect of Nonpayment 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 rate of twelve percent (12%) per annum. Unpaid assessments, plus interest, costs and attorney fees incurred by the Association in collecting assessments, filing and recording liens, enforcing the provisions of this Declaration or the Bylaws, or defending itself in any litigation shall constitute and create a lien on the Lot(s), provided however, before the arrearage is actually assessed against an Owner, the Owner shall be provided an opportunity to be heard by the Board of Directors or such representative as is appointed by the Board of Directors. Said notice shall be deemed given when sent to the Owner's address as reflected on the books and records of the Association. The failure to provide an opportunity to be heard as provided herein does not eliminate the accumulation of extra fees and charges, provided such opportunity is afforded before the extra fees and charges are assessed against the Owner and collected. The Association may bring an action at law against the Owner personally obligated to pay the same for collection of the assessments or other charges pursuant to this Declaration, and/or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his or her Lot.

Section 4.9. Subordination of the Lien to Mortgages. The lien of the assessment provided for by the allocation and payment to such herein shall be subordinate to the lien of any first Mortgage (and to the lien of any second Mortgage given to secure payment of the purchase price) now or hereafter placed on the Lot, only in the event that the lien for delinquent assessments has not been recorded with the Williams County Recorder's office at the time of the recording of the Mortgage lien. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof

Section 4.10. Real Property Taxes and Special Assessments. If there are real property taxes and special assessments (collectively "taxes") on the Common Areas, the Association shall pay the same as an expense of the Common Areas. If the taxes become delinquent, the total amount of the delinquent taxes shall be divided among the owners as provided in Exhibit B, and the portion of each Owner's share of delinquent taxes shall be a lien on each Owner's Lot to the same extent as if the delinquent taxes were on the Owner's Lot.

Section 4.11. Maintenance Responsibility. Common Areas and Other. Maintenance, repair, replacement, improvements, taxes, insurance and other obligations and expenses or assessments arising from or through this Declaration or the Plat shall also be the responsibility of the Association unless otherwise specified in this Declaration. The Association shall perform regular maintenance upon the drainage facilities installed, or to be installed, upon the Plat. Regular maintenance shall include, at a minimum, annual inspection of the storm water ponds (Lot 3, Block 1 and Lot 2, Block 2) and drainage system. As applicable, the system shall include the storm water ponds conveyance system pipes, ditches, swales, and catch basins. The Governing Jurisdiction shall have the perpetual right of entry across adjacent lands of the Owners for purposes of inspecting, auditing; or conducting required maintenance of the drainage facility.

Section 4.12. Rules and Regulations. The Declarant during the Development Period, and the

Board of Directors, thereafter, shall have the power to adopt and enforce rules and regulations governing the use of the Common Areas or activities within Corner Post Addition, so long as such rules and regulations are consistent with law and this Declaration. The Association or the Declarant may prescribe penalties for the violation of such rules and regulations. Any such rules and regulations shall become effective thirty (30) days after promulgation or amendment and shall be mailed to all Owners within thirty (30) days after promulgation or amendment. A copy of the rules and regulations then in force shall be retained by the secretary of the association and shall be available for inspection by any Owner during reasonable business hours. Such rules shall have the same force and effect as if set forth herein.

ARTICLE V

Acceptance of Covenants

The purchasers and grantees of deeds or Contracts to the Lots, their heirs, personal representatives, successors and assigns, and all persons claiming by, through or under such grantees, declare and agree with each and every person who shall be or who shall become an Owner of any of said Lots, that said Lots shall be and hereby are bound by the covenants set forth herein and shall be held and enjoyed subject to and with the benefit and advantage of the protective covenants, restrictions, limitations, conditions and agreements set forth herein.

ARTICLE VI

Restrictions

Section 6.1. Occupancy and Use. No Lot, building or Structure thereon, or any part thereof shall be used or occupied for any purpose other than those specifically authorized by zoning laws and regulations, the Declarant during the Development Period or the Association thereafter.

Section 6.2. Construction of improvements. To further ensuring the development of the lands in Corner Post Addition as a subdivision of uniform and high standards during the Development Period, Declarant reserves the right during the Development Period to control the buildings, Structures and improvements, including the location, placed on each Lot and the Common Areas. The Owner or Occupant of each Lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees to the same and agrees that any improvements placed or constructed thereon shall conform to this Declaration and the Development Plan.

Section 6.3. Architectural Control. No building or landscaping device or object, wall, fence, or other Structure or improvement (hereinafter "improvements(s) shall be placed upon any Lot, unless and until the construction plans and specifications have been approved in writing by the Declarant during the Development Period, or the Architectural Control Committee thereafter and a building permit has been issued by the governing jurisdiction. No alteration of the exterior appearance (including, without limitation, the color of any buildings or structures) of any Improvement shall be made without like written approval and will require a building permit from the governing jurisdiction.

Section 6.4. Architectural Control Committee. During the Development Period, the Declarant shall be the Architectural Control Committee (hereinafter "ACC"), provided the Declarant may, but shall not be required to, from time to time during the Development Period appoint an interim ACC of not less than three (3) and not more than five (5) persons. The members of the interim ACC need not be Owners. During the Development Period, the Declarant may remove any member of the ACC from office at any time, or may dissolve such interim ACC and resume the responsibilities of the ACC. A member of the interim ACC shall not be entitled to any compensation for services performed pursuant to this Declaration. After expiration of the Development Period, the Board shall appoint members to the ACC which ACC shall be not less than three (3) or more than five (5) persons, who need not be Members of the Association, as vacancies occur. The ACC, any member thereof, the Association, its directors or officers, and the Declarant shall not be liable to any Owner, occupant, builder or developer for any damages, loss or prejudice suffered or claimed on account of any action or inaction of the ACC or a member thereof, provided that the member has, in accordance with the actual knowledge possessed by him or her, acted in good faith.

Section 6.5. Approval Procedures. Applications for approval of plans to the Declarant or ACC shall be accompanied by a fee not to exceed One Hundred Fifty and no/100 Dollars (\$150.00), as adjusted every five (5) years by changes in the Consumer Price Index for all urban consumers, US city average, all items, 1982-1984 = 100 ("CPI-U"). Applications for approval shall include complete plans and specifications for all proposed buildings or Structures and exterior alterations, together with detailed plans showing the proposed location of the same on the Lot, and shall be submitted to the ACC at least ten (10) days prior to the planned permit submittal date and such construction or alteration shall not be started until written approval thereof is given by the ACC. Should the ACC fail to approve, approve with conditions, or disapprove the plans and specifications submitted by an Owner within thirty (30) days after submission of an application therefore, then the applicant may request in writing a response within an additional fourteen (14) days. In the event there remains no response, the application shall be deemed approved, provided, however, the plans and specifications must still comply with this Declaration in all respects. Approval by the ACC does not imply approval from governing jurisdiction nor replace requirement of approvals and/or permits of the governing jurisdiction.

Section 6.6. Criteria for Approval. The ACC shall have the right to approve or refuse to approve any design, plan or color for any improvements, construction or alterations, which are not suitable or desirable, aesthetically or otherwise, in the opinion of the ACC. The ACC shall have the right to take into consideration the suitability of the proposed building or other Structure, the material with which it is to be built, and its exterior color scheme and harmony thereof with the Lot and surrounding Lots and improvements, the effect or impairment that said improvements will have on the view of surrounding Lots, and any and all facts which, in the opinion of the ACC, shall affect the desirability or suitability of such proposed improvements. The ACC may adopt general or specific standards for all or any part of the design or construction of buildings within Corner Post Addition. Any action or inaction by the Declarant or the ACC shall be in its sole discretion and all parties, Owners and/or potential Owners shall hold and save Declarant, the Association, and the ACC harmless to the maximum extent permitted by law.

Section 6.7. Exemptions from Requirements. The ACC may, upon application, grant exemptions from the rules and procedures of the ACC and this Declaration when the party requesting such exemption or variance establishes to the satisfaction of the ACC that the improvement or other matters which are desired by the applicant are compatible with the overall character of Corner Post Addition. Requests for an exemption shall be submitted in writing to the ACC and shall contain such information as the ACC shall from time to time require. The ACC shall consider applications for exemption and shall endeavor to render its decisions within twenty (20) days after notice to the Owner of proper submission. The failure of the ACC to approve an application for an exemption or variance shall constitute disapproval of such application. No exemptions may be granted that are in conflict to City Ordinances or City Code.

Section 6.8. Construction. All construction of properly authorized improvements shall be diligently pursued to completion thereof in a manner and at a rate reasonably consistent with building standards prevailing in the immediate area relating to high quality construction of a similar type, and in no event shall the period of construction of any improvement exceed twelve (12) months from the date of commencement of construction to completion as to external appearance, including finished painting and shall require a building permit from the City.

Section 6.9. Landscaping. The Owner of each Lot shall be responsible for the landscaping thereon. Except for Lots owned by Declarant, each Lot shall be originally landscaped in accordance with plans and specifications submitted to and approved by the ACC. The landscape plan must also meet City of Williston and/or governing jurisdiction landscaping code. All landscaping thereon must be completed within sixty (60) days from the date of completion of the building or Structure constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the Declarant or the ACC and in compliance with the City of Williston Ordinance timeframe. Substantial changes to the originally installed landscaping shall be subject to approval by the ACC.

Section 6.10. Plantings and Fences. No fence, wall or other similar Structure more than eight (8) feet in height, shall be constructed, erected, placed, planted, set out, maintained or permitted on any Lot. All fencing and walls must be specifically approved by the ACC prior to their installation and meet all City Ordinance regulations and fences or berms shall not block or alter stormwater drainage directed to the Detention Lots. The ACC is free to adopt a fencing policy detailing acceptable styles of fencing if it deems appropriate. The location and height of all fences and other obstructions within an easement on the recorded Plat shall be subject to the approval of the local jurisdiction, in addition to the ACC and shall be completed within a reasonable time.

Section 6.11. Changing Lot Contours and Drainage. The surface grade or elevation of the various Lots shall not be substantially altered or changed in any manner which would affect the relationship of such Lot with other Lots, or which would result in materially obstructing the view from any other Lot, or which would otherwise produce an effect out of harmony with the general development of the immediate area in which said Lot is located. Whether or not such alteration or change in the elevation or grade of any Lot would be prohibited shall be determined by the Declarant during the Development Period in its sole and uncontrolled

discretion. In addition, prior approval must be obtained from the appropriate governmental authority before any Structures, fill or obstructions, including fences, are located within any drainage easement, drainage Lot or drainage swale. No drainage Lots or swales shall be graded, impeded or materially altered. Changes shall be approved by the City of Williston.

Section 6.12. Maintenance by Owners. Unless otherwise specifically provided herein, the Owner of each Lot shall be responsible for the maintenance and upkeep of the Structures, buildings and improvements and landscaping located thereon, and shall maintain their Structures, Buildings, improvements and landscaping in a neat and trim condition always. Lot Owners must keep drainage easements on or abutting their Lots free of debris or obstructions, and the Association may assess violators for the cost of removing blockages. After written notice to an Owner from the Declarant, or the Association after the Development Period, of such Owner's failure to maintain said Lot, Structures, buildings, landscaping and/or improvements in accordance herewith, and after approval at a meeting of the Board of Directors or other Association committee to which such oversight responsibility shall have been delegated, to which meeting the Lot Owner shall have been given at least five (5) days written notice, the Association shall have the right, through its agents and employees, to enter upon any Lot in order to repair, maintain and/or rectify the same to such standards. The cost of such work shall be a special assessment on such Owner and such Owner's Lot, and the provisions of this Declaration regarding the collection of assessments shall apply thereto.

Section 6.13. Underground Utilities. All utilities on and in public dedicated areas, private property, or on and in the Common Areas, including water, cable television and Internet, natural gas, storm sewer, and power shall be installed underground in compliance with all governmental regulations for the installation and maintenance of the same.

Section 6.14. Nuisance. Nothing shall be done or maintained on any Lot in Corner Post Addition which may be or become an annoyance or nuisance to the neighborhood. No livestock, animals, poultry or fowl shall be kept on any Lot.

Section 6.15. Trash and Accumulations. No trash, refuse pile, vehicles, underbrush, compost pile, or other unsightly growth or objects shall be allowed to grow, accumulate or remain on any Lot to be a detriment or unreasonable annoyance or become a fire hazard. In the event any such condition shall exist upon any Lot, Declarant or the Association may enter upon said Lot and remove the same at the expense of the Lot Owner who, on demand shall reimburse Declarant or the Association for the cost thereof, and such entry and removal shall not be deemed a trespass.

Section 6.16. Signs. Except for entrance, street, directional, traffic control, and safety signs, and such promotional signs as may be maintained or approved by Declarant, no signs of any kind shall be placed on any Lot in Corner Post Addition, except in accordance with such rules and regulations as may from time to time be adopted by the Declarant or Association. Uniformity standards may be adopted by the Declarant or the ACC. All signs shall be in compliance with the Governing Jurisdiction Code.

Section 6.17. Mailboxes. The mailbox and mailbox shelters maintenance, repair, or replacement shall be the responsibility of the Association. The mailboxes and mailbox shelters shall be

constructed in locations and according to plans approved by the ACC. Locations for multiple mailbox enclosures will be provided throughout the Subdivision in accordance with local U.S. Post Office and City Engineering Department approval requirements (if located along public roads or right-of-way).

Section 6.18. Drainage Waters. Following original grading of the roads and ways of Corner Post Addition, no drainage waters on any Lot or Lots shall be diverted or blocked from their natural course to discharge upon any public road right-of-way. The Owner of any Lot or Lots, prior to making any alteration in the drainage system, must make application to and receive approval from the appropriate governmental authority. Any enclosing of drainage waters in culverts or drains or rerouting thereof across any Lot shall be done by and at the expense of such Owner.

Section 6.19. Relief from Provisions. In cases where an Owner has made a factual showing that strict application of the provisions of this Article 6 would work a severe hardship upon the Owner, the Board by Association action may grant the Owner relief from any of such provisions; provided, however, that such relief shall be limited by its scope or by conditions to only that necessary to relieve the hardship; and provided further, that no such relief shall be granted if the condition thereby created would, in the reasonable judgment of the Board, adversely affect the Association's right to ability to enforce any provision of this Declaration in the future or the rights of any other Owner or the view from any other Lot. The decision of the Board in granting or denying such relief shall be final and conclusive. Nothing in this Section shall diminish the authority of the ACC to grant exceptions for matters within the purview of Section 6.7, nor supersede City jurisdictions and ordinances.

Section 6.20. Easements on Recorded Plat. Easements set forth in the Plat are incorporated herein and hereby reserved for each Lot and/or the Common Areas. No Owner shall construct or locate any Structure, building or portion thereof within the utilities easement areas, and no Owner shall relocate, remove or disturb any utility within the utilities easement, including any utility box, without the written approval of the ACC and the current holder(s) of the utility's easement and City. Any easement entered upon for the purposes stated above shall be restored as near as possible to its original condition by the individual or entity entering said easement. No lines or wires for the transmission of electric current, telephone or cable TV shall be placed or be permitted to be placed upon any Lot unless the same shall be underground or in conduit attached to a structure.

Section 6.21. Prohibited Materials. In order to protect the environment and water quality, precautions must be taken with the storm drainage system. The following materials shall not be allowed to enter any surface or subsurface part of the public drainage system:

- Petroleum products including, but not limited to, oil, gasoline, grease, fuel oil and heating oil
- Trash and/or debris
- Animal waste
- Chemicals and/or paint
- Steam cleaning waste
- Washing uncured concrete for cleaning and/or finishing purposes or to expose aggregate

- Laundry wastes or other soaps
- Pesticides, herbicides, or fertilizers
- Sewerage
- Chlorinated water or chlorine
- Degreasers and/or solvents
- Bark or other fibrous material
- Antifreeze and/or other automotive products
- Lawn clippings, leaves or branches
- Animal carcasses
- Silt
- Acids or alkalis
- Recreation vehicle wastes
- Construction materials

Any Owner found to not be in compliance with this Section shall immediately remove and remedy the matter upon written notice of the HOA Board. All State, Federal and local jurisdictional regulations will also be enforced by the applicable agency.

ARTICLE VII

Insurance; Casualty Losses; and Condemnation

Section 7.1. Insurance Coverage. The Association may, at its discretion, obtain and maintain at all times as an Association expense a policy or policies and bonds written by companies licensed to do business in North Dakota which shall provide:

- a) Insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of landscaping and improvements located in the Common Areas, with the Association named as insured as trustee for the benefit of Owners and Mortgagees as their interests appear.
- b) General comprehensive liability insurance insuring the Association, the Owners, and Declarant against any liability to the public or to the Owners and their guests, invitees, licensees, or tenants, incident to the ownership or use of the Common Areas.
- c) Worker's compensation insurance to the extent required by applicable laws.
- d) Fidelity coverage naming the Association as an obligee to protect against dishonest acts by the Board, Association officers, committees, managers, and employees of any of them, and all others who are responsible for handling Association funds.
- e) Such other insurance as the Association deems advisable, including without limitation directors' and officers' error and omission insurance.

Section 7.2. Casualty Losses. In the event of substantial damage to or destruction of any of the Common Areas, the Association shall give prompt written notice of such damage or destruction

to the Owners and to the holders of all first mortgages. Insurance proceeds for damage or destruction to any part of the Common Areas shall be paid to the Association as a trustee for the Owners, or its authorized representative, including an insurance trustee, which shall segregate such proceeds from other funds of the Association.

Section 7.3. Condemnation. In the event any part of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by any condemning authority, the Association shall give prompt notice of any such proceeding or proposed acquisition to the Owners and to the holders of all first mortgages who have requested from the Association notification of any such proceeding. All compensation, damages, or other proceeds therefrom, shall be payable to the Association.

ARTICLE VIII

General Provisions

Section 8.1. Covenants to Run with Land. This Declaration shall constitute a servitude upon all Lots in Corner Post Addition conveyed by Declarant, its successors or assigns, to any grantee, and shall run with the land and be binding upon all such grantees and all persons claiming by, through or under them. The acceptance of any such conveyance by any such grantee shall constitute an agreement on the part of any such grantee, for himself or herself, his or her heirs, devisees, personal representatives, and assigns, to all such covenants, restrictions, limitations, conditions and agreements.

Section 8.2. Duration and Termination. This Declaration, as amended or supplemented, shall remain in full force and effect for a period of twenty (20) years from the date recorded, at which time it shall automatically extend for successive periods often (10) years each, unless by written agreement of a Majority in Interest, it is agreed to terminate this Declaration. If this Declaration is terminated, the Governing Jurisdiction may assess the Owners for the cost of maintenance, real property taxes and special assessments for the Common Areas, and the portion of each Owner's share of such assessments shall be a lien on each Owner's Lot to the same extent as if the assessments were on the Owner's Lot. Any termination shall become effective upon the recording of such termination agreement in the offices of the Williams County Recorder, duly signed and acknowledged by a Majority in Interest.

Section 8.3. Breach of Covenants. In the event of the violation or breach or attempted violation or breach of any of these covenants, restrictions, limitations, conditions, duly adopted rules and regulations or agreements by any person or concern claiming by, through or under the Owner, or by virtue of any judicial proceedings, Declarant, the Owner of any Lot or the Association, or any of them, jointly or severally, shall have the right to institute, defend or intervene in litigation or administrative proceedings to compel compliance with the terms hereof or to prevent such violation or breach. The Association may be involved in its own name on behalf of itself or two or more Owners on matters affecting the Association, but not on behalf of Owners involved in disputes that are not the responsibility of the Association. In the event of such enforcement the prevailing party shall be entitled to, in addition to other relief, recovery of its attorney fees and costs.

Section 8.4. Abatement. In addition to the foregoing, Declarant, or its nominee, or the

Association shall have the right whenever there is a violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, who, on demand and after notice and opportunity to be heard by the Board of Directors or its representative, shall reimburse the cost thereof including attorney fees and costs incurred. Such entry and abatement or removal shall not be deemed a trespass. Except in the event of an emergency, three (3) days' written notice must be given to the non-complying party before summary abatement or removal may occur.

Section 8.5. Failure to Enforce. The failure to enforce any right, reservation, covenant, restriction, limitation, condition or agreement herein contained, however long thereafter, either as to the breach or violation involved or as to any similar breach or violation occurring prior or subsequent thereto, shall not bar or affect the enforcement of any such right, reservation, covenant, restriction, limitation, condition or agreement as to any such breach or violation thereof, nor shall said failure in any way be construed as or constitute a waiver of said provision.

Section 8.6. Right to Assign by Declarant. The Declarant may assign all of its rights, powers obligations, privileges, and interest under this instrument to any other person or concern, and in any such case any such successor or assignee may exercise and enjoy such rights, powers, privileges and interest and shall be responsible for such obligations to the same extent as Declarant would have been had such assignment not been made.

Section 8.7. Amendment of this Declaration. During the Development Period, Declarant may unilaterally amend. After expiration of the Development Period, amendments require a majority vote of the Owners (or such higher threshold stated in the Bylaws), provided that any material change affecting the Detention Lots, private roads, or the City's or Township's obligations must first be reviewed and approved by the City prior to recording. Any amendment or modification which materially affects the Common Areas or obligations of the Association shall first receive approval from any Governing Jurisdiction potentially impacted by the amendment. Any amendment shall become effective upon the recording of such amendment in the offices of the Williams County Recorder, duly signed and acknowledged by a Majority in Interest.

Section 8.8. Severability. Should any of the provisions of this Declaration be declared void, invalid, illegal or unenforceable for any reason, it shall in no way affect the validity of the other provisions hereof, and such other provisions are hereby declared to be severable and shall remain in full force and effect.

Section 8.9. Special Provisions. In the event of any conflict between these CCRs and any conditions in the recorded Plat or Development Agreement, the stricter requirement shall control. Further, the following shall apply:

- a) Common Area Ownership and Maintenance - Homeowners Association and Conditions, Covenants, and Restrictions (CC&R's).
 - i. Common Area Maintenance.
 - 1) For any subdivision having any common area, including detention basins as described in above, the subdivider shall create either: A Homeowners

Association (HOA), with the developer assuming all responsibility for ownership and maintenance of said common areas until such time as those common areas are turned over to the HOA;

OR

- 2) A perpetual agreement between all owners, assigns, successors, and heirs within the subdivision who use or access the common area, delineating responsibilities for snow clearing, maintenance, etc. as well as agreement and creation of a payment scheme for such maintenance. This agreement must state that the easement be maintained in a clean, orderly and weed free manner, including pavement repair and snow removal.

AND

- 3) A waiver of protest for the creation of a future common area improvement district to be recorded with the entitlement, allowing the City to create and assess property owners using or accessing the common area in order to undertake snow clearing, maintenance, etc. Until such time as that improvement district is created, all associated agreements dealing with utilities or access to the property(ies) shall identify that such services are via private conveyance and as such are not the responsibility of the City.
- ii. Membership in the HOA or agreement as noted above is mandatory for all homeowners.
 - iii. If an HOA is created, then:
 - 1) The HOA shall own all common areas and is empowered to assess the members of the association for the cost of maintenance of those areas and the cost of property taxes.
 - 2) The HOA shall be responsible for liability insurance for the common areas.
 - 3) The HOA shall have a management plan for the use and permanent maintenance of the common areas.
 - 4) The HOA shall grant Williston Township or applicable jurisdiction the ability to assess the property owners for the cost of maintenance of the common areas and for property taxes if the HOA dissolves.
 - 5) Verification from the state of North Dakota of the establishment of the HOA must be submitted and recorded with the final plat.
- b) Conditions, Covenants and Restrictions.

- i. For any subdivision having any common area, the subdivider shall submit a declaration of conditions, covenants, and restrictions (CC&R's) to City for review and approval prior to recordation of the final plat.
- ii. The CC&R's shall be recorded along with the final plat.
- iii. The CC&R's shall provide for all the requirements in (k)(1) above, including requiring:
 - 1) Creation of a common areas maintenance agreement or homeowner's association (HOA)
 - 2) Membership in the HOA or common areas maintenance agreement is mandatory for all homeowners.
 - 3) If there is an HOA:
 - [a] That the HOA owns all common areas and is empowered to assess the members of the association for the cost of maintenance of those areas and the cost of property taxes.
 - [b] That if the HOA dissolves, Williston Township or applicable jurisdiction can assess the property owners for the cost of maintenance of the common areas and for property taxes.
 - [c] The HOA shall be responsible for liability insurance for the common area.

IN WITNESS WHEREOF, the undersigned Declarant has set its hand and seal the date first set forth above.

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

Corner Post Land, LLC a North Dakota limited liability company

By: Corner Post Land, LLC, and their manager


By: 
Print Name: Brady Lund
Title: President

EXHIBIT "A"

LEGAL DESCRIPTION FOR CORNER POST ADDITION,
WILLIAMS COUNTY NORTH DAKOTA

EXHIBIT “B”

	Lot SF	Lot % of Overall Property	Voting Rights Per Vote	Maintenance Responsibility
BLOCK 1				
Lot 1	756,336			
Lot 2	178,356			
Lot 3	181,146			
Lot 4	312,910			
BLOCK 2				
Lot 1	275,479			
Lot 2	106,692			
Lot 3	65,400			

* Lot 3, Block 1; Lot 2 Block 2 are detention/drainage Lots and do not have any voting rights or maintenance responsibility