

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS, AND EASEMENTS
FOR
SILVERLEAF ADDITION**

HN Development, LLC and Michael L. Harvey, (“DECLARANTS”) hereby make this DECLARATION on this 4th day of November, 2005.

BACKGROUND

Declarants are the Owners of certain property in Fargo, County of Cass, State of North Dakota, which is more particularly described as:

SILVERLEAF ADDITION

Declarants have caused the Plat of SilverLeaf Addition to be recorded on June 10, 2005, as Document No. 1139884 in the Office of the County Recorder of Cass County, North Dakota, subdividing the above described real estate. Declarants will convey the parcels of real estate comprising said addition subject to certain protective covenants, conditions, restrictions, reservations, and easements as hereinafter set forth.

DECLARATION

Declarants hereby declare that all of the properties described herein shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants, conditions, restrictions, reservations, and easements shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the properties herein described or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1.

“Properties” shall mean and refer to each and every parcel, and all portions thereof, of the real property hereinbefore described and the additions thereto, if any.

Section 2.

“Lot” shall mean and refer to any plot of land shown upon any recorded Plat of the Properties. If a Lot as shown on the Plat or a portion thereof, is added to an adjacent Lot, then the same shall be considered as one Lot for purposes of this Declaration.

Section 3.

“Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot (as defined in Section 2 of this Article) which is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 4.

“Declarants” shall mean and refer to HN Development, LLC and Michael L. Harvey their successors and assigns if any successors or assigns should acquire a majority of the undeveloped Lots for the purpose of development.

Section 5.

“SilverLeaf Addition” shall mean that certain property in Fargo, County of Cass, State of North Dakota, which is more particularly described as follows:

THAT PART OF THE SE¼ OF SECTION 2, TOWNSHIP 138N, RANGE 49W, CASS COUNTY, NORTH DAKOTA DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SE¼; THENCE S 89°11'11" W ALONG THE SOUTH LINE OF SAID SECTION 2 FOR A DISTANCE OF 800.25' TO THE POINT OF BEGINNING; THENCE N 00°52'11"

W PARALLEL TO THE EAST LINE OF SAID SECTION 2 FOR A DISTANCE OF 771.56'; THENCE N 89°11'11" E PARALLEL TO THE SOUTH LINE OF SAID SECTION 2 FOR A DISTANCE OF 400.25' TO A POINT LYING ON THE WEST LINE OF JANUSCHEITIS SUBDIVISION OF PART OF THE SE¼ OF SAID SECTION 2; THENCE N 00°52'11" W ALONG THE WEST LINE OF SAID JANUSCHEITIS SUBDIVISION PARALLEL TO THE EAST LINE OF SAID SECTION 2 FOR A DISTANCE OF 971.00' TO THE SOUTHEAST CORNER OF BLOCK 3 OF ALVERSON SUBDIVISION OF PART OF THE SE¼ OF SAID SECTION 2; THENCE S 89°11'11" W ALONG THE SOUTH LINE OF SAID BLOCK 3 FOR A DISTANCE OF 400.25' TO THE SOUTHWEST CORNER OF SAID BLOCK 3; THENCE N 00°52'11" W PARALLEL TO THE EAST LINE OF SAID SECTION 2 AND ALONG THE WEST LINE OF SAID ALVERSON SUBDIVISION AND ALVERSON SECOND SUBDIVISION OF SAID SE¼ FOR A DISTANCE OF 899.59' TO THE NORTHWEST CORNER OF SAID ALVERSON SECOND SUBDIVISION, A POINT ON THE NORTH LINE OF THE SE¼ OF SAID SECTION 2; THENCE S 89°08'30" W ALONG THE NORTH LINE OF THE SE¼ OF SECTION 2 FOR A DISTANCE OF 825.00' TO THE NORTHEAST CORNER OF AUDITORS LOT 1 OF SAID SE¼; THENCE S 00°52'11" E ALONG THE EAST LINE OF AUDITORS LOTS 1 THROUGH 6 OF SAID SE¼, INCLUSIVE, PARALLEL TO THE EAST LINE OF SAID SECTION 2 FOR A DISTANCE OF 1965.76' TO THE NORTHWEST CORNER OF AUDITORS LOT 8 OF THE SE¼ OF SAID SECTION 2; THENCE N 89°11'11" E ALONG THE NORTH LINE OF SAID AUDITORS LOT 8 PARALLEL TO THE SOUTH LINE OF SAID SECTION 2 FOR A DISTANCE OF 480.00' TO THE NORTHEAST CORNER OF SAID AUDITORS LOT 8; THENCE S 00°52'11" E ALONG THE EAST LINE OF SAID AUDITORS LOT 8 PARALLEL TO THE EAST LINE OF SAID SECTION 2 FOR A DISTANCE OF 135.00' TO A POINT ON THE NORTH LINE OF AUDITORS LOT 11 OF THE SE¼ OF SAID SECTION 2; THENCE N 89°11'11" E ALONG THE NORTH LINE OF SAID AUDITORS LOT 11 PARALLEL TO THE SOUTH LINE OF SAID SECTION 2 FOR A DISTANCE OF 272.00' TO THE NORTHEAST CORNER OF SAID AUDITORS LOT 11; THENCE S 00°52'11" E ALONG THE EAST LINE OF AUDITORS LOTS 11 AND 10 OF SAID SE¼ PARALLEL TO THE EAST LINE OF SAID SECTION 2 FOR A DISTANCE OF 540.74' TO A POINT ON THE SOUTH LINE OF SAID SECTION 2; THENCE N 89°11'11" E ALONG THE SOUTH LINE OF SAID SECTION 2 FOR A DISTANCE OF 73.00' TO THE POINT OF BEGINNING.

ARTICLE II. ARCHITECTURAL CONTROL

Section 1. SilverLeaf Architectural Review Committee.

There is hereby established the SilverLeaf Architectural Review Committee (“Review Committee”) for the Properties which shall be comprised of the Declarants until the time that residences have been constructed and completed on all of the Properties or until the time that the Declarants decide to divest themselves of responsibility for architectural control. When such control is relinquished, the responsibility shall be vested in a committee comprised of five (5) Owners who shall be elected by all Lot Owners in the subdivision. The elected Committee shall, at that time, adopt a meeting schedule and rules of operation. It shall be conclusively presumed that there has been no complete construction upon all Properties or that the Declarants have not divested themselves of responsibility for architectural control unless there is a sworn affidavit of record stating that one or the other of said factual circumstances exists.

Section 2. Procedure for Submission of Plans and Specifications.

Two (2) copies of plans (for which receipt must be acknowledged in writing) shall be submitted to the Review Committee. Approval or disapproval of the plans shall be made in writing within fourteen (14) business days after the receipt of the plans. In the event the Review Committee fails to approve or disapprove of the plans and related documents within fourteen (14) business days, said plans shall be considered as approved. Approval shall not be arbitrarily withheld or delayed, it being the intention of the Review Committee to grant or withhold approval for the purpose of establishing a quality, restricted residential district, free from objectionable or value destroying features and in conformity with the governing zoning codes, building codes and other applicable regulations then in force.

Section 3. General Requirements.

A. The construction, placement or maintenance of buildings, fences, mailboxes, drives, sidewalks, walls, pools, play equipment, other structures of any kind or nature, and landscaping shall be subject to architectural control. The review standards are divided into the construction and post-construction phases as provided herein.

No building, fence, mailbox, drive, sidewalk, wall or other structure shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made, nor shall any landscaping be performed until the plans and specifications showing the nature, kind, shape, height, materials, workmanship, and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography by the Review Committee.

B. Plans submitted for approval shall include the following:

1. House plans, including:

- a. floor plans;
- b. building elevations; and
- c. construction materials and specifications.

2. Site plans, which indicate:

- a. building land coverage and location which must also conform to the standards of the SR-2 zoning (Lots 3-38, Block 2; Lots 1-27, Block 4; Lot 1, Block 5) or SR-3 zoning (Lot 1, Block 1; Lots 39-41, Block 2; Lots 1-17, Block 3);
- b. location, size and surface type of all drives and sidewalks;
- c. location and type of all exterior lights;
- d. general site grading plan including existing and proposed contours; and

- e. landscaping plans.
- 3. Accessory Structures, which include:
 - a. pools and pool houses;
 - b. storage and utility buildings;
 - c. gazebos; and
 - d. additional garage structures.
- 4. Any and all solar heating devices, whether installed at the time of erection of a dwelling or thereafter, must be approved by the Review Committee pursuant to the procedures described in this Article.

Section 4. General Standards.

A. Each Lot shall be restricted to construction of 1 single-family residence with either a 2, 3, or 4 car attached garage; provided, however, this restriction shall not apply to Lot 2, Block 2 which is intended to be conveyed to the Park District of the City of Fargo to be used for park purposes; and Lot 1, Block 2 which is intended to be conveyed to Southeast Cass Water Resource District to be used for drain purposes. Residential projects within SR-3 zoning may be allowed on Lot 1, Block 1, Lots 39-41, Block 2, and Lots 1-17, Block 3, provided such projects are approved in writing by the Declarants prior to Declarants' sale of the Lot(s). Declarants reserve the right, in Declarants' sole and absolute discretion, to approve or disapprove any residential projects other than 1-single family residence on any SR-3 zoned Lots.

B. The following minimum square foot requirements for the ground floor space, not including basements, open porches, or garages apply:

- 1. 1740 square feet for a standard one-story; and
- 2. 1200 square feet for a 2 story or 2 1/2 story.

All 2 story or 2½ story dwellings must have a total square footage of at least 2400 square feet not including the basement, garage or porch area. Bi-levels are prohibited. Split-levels consisting of 3 or more levels (excluding basements) are allowed provided any such dwellings have a total square footage of at least 2600 square feet, not including the basement, garage, or porch area. A reduction in the square footage with respect to any of the above Lots may be granted by the Review Committee at any time. Any reduction shall be evidenced by a written certificate of variance issued by the Review Committee.

C. Siding shall be of appropriate material for the house style. Vinyl siding and box siding are prohibited. All garage doors must be of equal height. Bright and obtrusive colors shall be prohibited.

D. The desired standard for roof pitch shall be a minimum of 6:12. However, with Review Committee approval, the pitch may be reduced when deemed appropriate to house style and fit with adjacent homes. Houses shall be no more than 2 1/2 stories high nor shall they be more than 35 feet high.

E. No building shall be moved onto any lot, unless permission is granted in writing by the Review Committee.

F. Homes of earth sheltered design shall not be permitted.

G. No lean-to, car-port, vehicle storage building or building or structure detached from the residence shall be permitted, except up to one accessory structure as defined above, and constructed with the same materials and architectural style as the house (subject to the approval of the Review Committee).

Section 5. Construction Phase Standards.

A. Siting The House

1. The Review Committee shall review the siting of the house on the Lot to ensure proper visual appeal, privacy between houses, elevation relative to the street, adjacent houses and ground forms, proper use of design, driveway and drainage. Such review and approval shall in no way represent any assurance as to engineering or architectural design propriety nor incur any liability on the part of the Review Committee as to proper function, design, or safety.

2. Houses shall be sited on the Lots in a manner, which shall maximize open yard areas and privacy between houses.

B. Site Design

1. Driveways. Driveways and parking areas shall be constructed of concrete unless otherwise approved by the Review Committee.

2. Public Sidewalks. Concrete sidewalks shall be constructed in a uniform manner in compliance with the applicable standards of the City of Fargo. All sidewalks shall be completed at the same time as the driveways are installed.

3. Walkways. Other walkways shall be constructed of concrete, brick, or other hard-surfaced material approved by the Review Committee.

4. Mailboxes. All mailboxes erected or placed on the Lots shall be approved by the Review Committee or shall conform with any design established by the Review Committee. Any design established by the Review Committee shall be established to provide uniformity throughout SilverLeaf Addition. Locations of mailboxes shall be consistent with the overall development plan and shall be subject to approval by the Review Committee. No delivery boxes other than mailboxes for the U.S. Mail will be permitted without the approval of the Review Committee. Owners are solely responsible for ensuring that the location and design of the mailbox installation complies with the requirements of the U.S. Postal Service, and Declarants

shall have no responsibility therefor.

5. Fences. All fences must be approved by the Review Committee. Any fence built on a Lot shall be constructed of quality materials, harmonious and consistent with the contour of the land and buildings located on the Lots, and shall thereafter be maintained in a neat appearing condition. No fence shall be constructed to extend beyond the front of the primary structure facing the front of the Lot (that side of the Lot facing a street). Fences are prohibited across the rear of Lots 14-32, Block 2. Fences are strongly discouraged on the rear of Lots 3-13, Block 2 to preserve the sight-lines to the park and green space. Any fences on Lots 3-13, Block 2 which may be permitted, must have an “open view” design to preserve as much as possible the sight-lines to the park and green space. Chain-link fences are prohibited.

6. Lawns. All Lots shall be sodded and/or seeded prior to occupancy of the house with grasses indigenous to this area. If weather conditions do not permit, the Review Committee may grant a time of extension. Sod shall be placed in all practicable areas where grass growth is intended. The remainder of the yard may be sodded or seeded in a manner, which will produce sufficient vigorous grass growth, which provides the same appearance and growth character as the sod placed.

7. Landscape Materials/Landscaping. All landscape materials used shall be hardy and appropriate to the area and use on the site. Prior to the occupancy of any house, weather permitting, at least three (3) trees of at least two (2) inches in diameter shall be planted between the sidewalk and the street of each Lot. Additional trees may be required on the street side-yards of corner Lots as provided by the City Forestry Department and/or the Declarants. The exact number of required boulevard and other trees shall be approved by the Review Committee and will also be subject to the regulations of the City Forestry Department as well as any other

regulations concerning location and type. In the event that the required trees are not installed by the Owner prior to occupancy of the house, or as soon thereafter as weather permits, the Declarants or the City shall have the right, but not the obligation, to install the required trees and assess the Owner (and the Lot) for the costs of the trees and installation thereof.

8. Sump Pump Drain Lines. All sump pump drain lines shall be buried underground, shall be discharged into the street right of way, and shall comply with applicable laws and ordinances.

9. Construction Time and Requirements. Construction of improvements on any Lot must commence within twelve (12) months of conveyance of the Lot by the Declarants; provided, however, the twelve (12) month period may be extended by the prior written approval of the Declarants, which approval may be withheld or granted in the sole and absolute discretion of the Declarants. In the event construction of the improvements does not commence within this timeframe, the Declarants shall have the option, but not the obligation, to purchase the Lot back from the Owner upon payment to the Owner of ninety (90%) percent of the price originally paid by the Owner to the Declarants for the Lot. Construction of all primary structures shall be substantially completed within ten (10) months after issuance of any building permit for the structure. Landscaping shall be completed as soon as weather permits following substantial completion of the primary structure. No outside storage of building materials shall be permitted on any Lot after the ten (10) month construction period. No such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion within the time prescribed herein, is in compliance with applicable, federal, state and local laws and ordinances and any rules and

regulations adopted pursuant thereto, and conforms to usual construction practices in the area. No construction activity shall be carried on in such a way as to create a health hazard or unreasonably interfere with the use and enjoyment by any Lot Owner or the Owner's family.

10. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting, which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. Sight-line limitations shall also apply within two (2) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of site-lines.

11. Park Impact Fee. Each Lot (excluding Lots 1 and 2, Block 2) shall be subject to a one-time impact fee to the Park District of the City of Fargo in the amount of \$315.00.

Section 6. Post Construction Phase Standards.

A. House and Structures.

Additions to houses and structures, remodeling or reconstruction shall be subject to the same restrictions and conditions as the original house construction. Care shall be taken to assure that alterations of the building exterior are of the same style as the existing house. Materials used and considerations made by the Review Committee in review of the plans shall be the same as for the Construction Phase standards.

B. Exterior Maintenance.

Each Lot and the building(s) and improvements erected thereon shall at all times be maintained in a neat condition and appearance commensurate with the character of the

subdivision.

ARTICLE III. USE RESTRICTIONS

Section 1. Building Setback.

The building setback lines shall be as required by zoning requirements of the City of Fargo and as further restricted by easements as shown by the final recorded Plat of SilverLeaf Addition which is hereby made a part of this Declaration. Whenever any of these covenants and restrictions may be at variance with any existing zoning codes or ordinances applicable to SilverLeaf Addition, the more restrictive regulation shall apply.

Section 2. Utilities.

Temporary overhead telephone lines and electric light and power lines shall be permitted until permanent underground facilities are installed. Otherwise, all utility lines shall be underground and no outside lines shall be placed overhead, except during emergencies and repairs.

Section 3. Easements.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the final recorded Plat of SilverLeaf Addition. Within these easements, no structures, plantings, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or rate of flow of drainage channels or which may obstruct or retard the flow of water through drainage channels in the 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 a public authority or utility company is responsible. No utilities shall be placed on the boundary line of the easement as shown on the Plat on record in the Office of the Recorder, Cass

County, North Dakota.

All claims for damages or any other relief, if any, arising out of the construction, maintenance, and repair of the utilities or any account of temporary or other inconvenience caused thereby against the Declarant or any utility company or municipality or any of its agents or servants are waived by the Owners. All claims for damages or any other relief, if any, relating to or arising out of the request for, or assessment of, utilities or other improvements by the Declarants or undertaken by any municipality or political subdivision, including, but not limited to, Cass Rural Water Users, or any of its agents or servants are waived by the Owners. Declarant reserves the right to change, layout new or discontinue any street, avenue, or way shown on the Plat of SilverLeaf Addition, which is not necessary for ingress or egress to and from a Lot, subject to the approval of the appropriate governing authority of the City of Fargo if such approval is required.

Certain Lots (Lots 3-14, 32, 33, and 34, Block 2) shall also be subject to the Permanent Easement (Dike for Flood Control) dated November 4, 2005, granted by HN Development, LLC to the City of Fargo.

Section 4. WAPA Restrictions.

The United States Government (Western Area Power Administration) (“Western”) has a 125’ (62.5’ on each side of the centerline) easement for the right to operate, patrol, repair, maintain, use, construct, and reconstruct an electrical transmission line which affects Lots 14 through 32, Block 2 and Lot 1, Block 5 as depicted on the Plat of SilverLeaf Addition. The following activities are prohibited within the transmission line easement, unless reviewed and approved in advanced and in writing by Western.

A. Owners shall not erect any structures within the area of the transmission line

easement. Structures, by way of example, not by limitation, shall mean buildings, mobile homes, signs, storage tanks, septic systems, swimming pools, tennis courts, or similar facilities.

B. Owners shall not drill wells or conduct mining operations.

C. Owners shall not grant permission to the public for the use of the easement area. Such prohibited uses shall include roads, parking areas, storage facilities, and recreation facilities.

D. Owners shall not appreciably change the character of the existing topography. Normal gardening practices may be conducted; however, Owner shall not plant any trees within the transmission line easement without first obtaining written permission from Western or its assigns.

E. Owners shall not erect or install fences on or across the easement area without first submitting the fence plans to Western and obtaining Western's written approval, subject to any other restrictions contained herein which prohibit the construction or placement of fences across the rear of Lots 14-32, Block 2.

Section 5. Drainage Control.

In order to provide grading which will divert water away from buildings and prevent standing water and soil saturation detrimental to structures and Lot use, the finish grade at each foundation wall shall in no event be less than a height which will provide the Lot with a minimum vertical fall of six (6) inches in the first ten (10) feet from foundation and a minimum gradient thereafter of Lot lines of not less than one-quarter (1/4) inch per foot (2%).

Section 6. Floodplain Elevation Requirements.

The following minimum standards shall apply to all Lots:

A. Minimum Lot elevation at the Lot line905.0'(USGS 1929 datum)

- B. Minimum Lot elevation 10' from the house/building foundation and area window well 905.0'
- C. Minimum Lot elevation at the house/building foundation and area window well 905.0'
- D. Minimum top of foundation elevation or lowest opening 908.0'

Section 7. Oil and Mining Operations.

No oil drilling, oil development operations, oil refining, coring or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or located upon any property in SilverLeaf Addition.

Section 8. Antennae.

There shall be no free-standing antennae and any antennae attached to a roof shall not be more than three (3) feet high above the highest point of the roof (not including any chimneys), shall be located on the back-side of the roof, and must be approved by the Review Committee.

Section 9. Satellite Dish.

Placement of satellite dishes shall be in rear yards only shall be screened from public view from streets and parks, and must be approved by the Review Committee. No satellite dish of more than twenty-eight (28) inches in diameter shall be installed or permitted on any Lot.

Section 10. Lot Subdivision.

No Lot shall be subdivided into smaller Lots or areas other than as originally platted, except this restriction shall not prevent a Lot from being divided for the purpose of adding it to an adjacent Lot or portion thereof; provided, however, a Lot may be subdivided into smaller Lots with the prior written approval of the Declarants, which approval may be withheld in the sole and absolute discretion of the Declarants.

Section 11. Signs.

No signs of any kind shall be displayed to the public view on any Lot except for signs installed and maintained by the Declarants advertising Lots for sale and except for one professional sign on improved Lots installed and maintained by a builder and/or realtor advertising said improved Lot for sale after construction or for resale thereafter. Signs installed by such builder and/or realtor shall be limited to no more than six (6) square feet. In addition, builder's signs (no more than six square feet) may be displayed during the construction phase. Permanent signs for the development may be erected at the entrances of SilverLeaf Addition by the Declarants.

Section 12. Nuisances.

No obnoxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No Lot shall be used in whole or in part for storage of rubbish of any kind whatsoever nor for the storage of any property or things that will cause such Lot to appear untidy, unclean, or obnoxious to the human eye; nor shall any substance, thing, or material be kept on any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort and serenity of the Owners of the surrounding Lots. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any such premises without the prior written approval of the Review Committee.

Section 13. Animals.

No animals, livestock, poultry nor insects shall be raised, bred or kept on any Lot except for dogs, cats and other common household pets, provided they are not kept, bred or maintained for commercial purposes.

Section 14. Disposal of Garbage and Refusal.

No garbage, garbage cans, ashes, refuse, or trash receptacles shall be allowed on a Lot exposed to view (except as required by the City of Fargo to facilitate garbage pickup) and no outside incinerators shall be permitted. No burning of rubbish outside of a residence shall be permitted. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 15. Propane Tanks.

No combustible liquid or gas tanks, exposed to view, shall be allowed on the Properties.

Section 16. Temporary Residences.

No trailer, mobile home, motor home, tent, shack, garage, barn, basement, house or other building shall be used as a residence either temporarily or permanently nor shall any residence of a temporary character be permitted on the Properties.

Section 17. Occupancy.

No private dwelling house erected upon any Lot shall be occupied in any manner while in the course of construction nor at any time prior to full completion. Nor shall any residence, when completed, in any manner be occupied until made to comply with the approved plans and all covenants, conditions, reservations and restrictions herein set forth.

Section 18. Vehicles.

No recreational vehicles, including without limitation, motor homes, boats, snowmobiles, motorcycles or all-terrain vehicles shall be stored or parked on any Lot (unless enclosed in a garage or storage building) except while in transit or while loading or unloading on a Lot. All

motor vehicles kept on or about a Lot shall be currently licensed and shall be maintained in an operable condition at all times, temporary mechanical difficulties and breakdowns excepted. No motor vehicle not in regular use shall be stored upon the driveway of any Lot, and in no instance shall any motor vehicle be left standing or stored on the non-driveway exterior portion of any Lot.

Section 19. Basement Dwellings.

No basement shall be constructed for temporary residential purposes and no basement structure shall be used for residential purposes unless and until the entire primary structure has been erected thereon and complies with the building code of the City of Fargo and this Declaration.

Section 20. No Hazardous Activities.

No activities shall be conducted on the Properties and no improvements constructed on the Properties which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Properties; and no open fire shall be lighted or permitted on the Properties except in a contained barbecue while intended and in use for cooking purposes, in a contained outdoor fire pit, or within a safe and well designed interior fireplace.

Section 21. Mortgages.

The breach of any of the foregoing covenants, conditions, reservations, or easements shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any Lot or Lots or any portions of Lots on the Properties but these covenants, conditions, reservations, and easements shall be binding upon and effective against any mortgagee or trustee or Owner whose title or whose grantor's title is or was acquired by foreclosure, trustee sale or

otherwise.

Section 22. Basketball Backboards and Hoops.

No basketball backboards or hoops shall be attached to any structure on any Lot. A separate pole for installation of such equipment erected and maintained at the expense of the Lot Owner shall be permitted. Portable backboards and hoops are also permitted.

Section 23. Clotheslines.

Clotheslines or other exterior clothes drying apparatus are prohibited.

Section 24. Dirt Removal.

No dirt or soil may be removed from SilverLeaf Addition. When there occurs an excess of dirt or soil on a Lot as a result of excavation or grading, written permission to remove the dirt or soil must be obtained from the Declarants and within such written permission the Declarants shall direct the disposition of the dirt and/or soil.

Section 25. Private Water and Sewer.

No private septic tanks, drain fields, or private or community wells shall be permitted in SilverLeaf Addition or on any Lot constituting a part thereof.

ARTICLE IV. GENERAL PROVISIONS

Section 1. Enforcement.

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages and the prevailing party shall be awarded reasonable attorney's fees and court costs in connection therewith.

Section 2. Right to Enforce.

The restrictions set forth shall run with the land and bind the present Owner or Owners,

their heirs, executors, administrators, successors and assigns and all parties claiming by, through or under them, shall hold and hereby agree and covenant with the Owners of said Lots, their heirs, executors, administrators, successors and assigns and with each of them, to conform to and observe said restrictions as to the use of said Lots hereby restricted and the construction of improvements thereon. No restriction, however, shall be personally binding on any person except in respect to breaches committed during their ownership of the particular property upon which such violations occurred. For any violation of the restrictions herein set forth the Owner or Owners of any Lots shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce legal action for damages against the offender only. Failure of the Declarant or the Owner of any Lot or Lots to enforce any of the restrictions herein set forth at the time of violation, shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability.

Invalidation of any one of or a portion of the provisions of this Declaration by court judgment or order shall neither affect nor invalidate any other provisions, and the same shall remain in full force and effect.

Section 4. Dedicated Right.

The Properties shall be subject to any and all rights and privileges which the City of Fargo or the County of Cass or the State of North may have acquired through the dedication or the filing or recording of maps or plats as authorized by law and provided further that no covenants, conditions, reservations, restrictions, easements or acts performed shall be in conflict with any zoning ordinance, land use law, building code or other applicable law of the City of Fargo, County of Cass, or the State of North Dakota.

Section 5. Term of Declaration.

The covenants, conditions, restrictions, reservations, and easements of this Declaration shall run with the land and bind the same, and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, and/or the Owner's respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time the covenants, restrictions, conditions, reservations, and easements shall be automatically extended for successive periods of ten (10) years.

Section 6. Amending the Declaration.

This declaration of covenants, conditions, restrictions, reservations, and easements may be amended by the Declarants until they divest themselves of the responsibility for architectural control. It shall be conclusively presumed that the Declarants have not divested themselves of responsibility for architectural control unless there is a sworn affidavit of record so stating. After that time, this Declaration may be amended by an instrument signed by the Owners of not less than 80% of the Lots. Any instrument amending, modifying or canceling this Declaration must be properly filed and recorded before it shall be effective.

Section 7. Declarants Rights.

A. The Declarants, their successors and assigns shall have the right to grant and convey all of their rights to enforce these covenants, conditions, reservations and restrictions to such community association or other entity as may be organized or established for such purpose at such time as determined in the sole judgment of the Declarants. If no such community association or other entity is organized, the rights of the Declarants shall vest in the Owners of the Lots when all Lots in SilverLeaf Addition are sold or on January 31, 2025, whichever occurs last, unless the Declarants otherwise assign such rights in writing.

B. Declarants, their successors and assigns shall have the right to assess the Lots within SilverLeaf Addition annual general assessments or charges, and special assessments for the maintenance, operation, and replacement of the SilverLeaf Addition and SilverLeaf Park signage. Each Lot, whether improved or unimproved, shall be assessed at a uniform rate based on the number of residential units existing on the Lot. For example, a Lot containing 2 residential units will be charged an assessment equal to 2 times the assessment to a Lot containing 1 residential unit. The above notwithstanding, if a residential unit is situated upon more than 1 Lot, the 2 or more Lots upon which the residential unit is situated shall be assessed according to the actual number of individual Lots for the purposes of this paragraph.

C. All delinquent assessments, together with interest thereon (at an interest rate equal to that rate charge by the Cass County Treasurer for delinquent taxes), and costs of collection thereof as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessments, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due and payable. If the Declarants, their successors or assigns elect to claim a lien for non-payment of assessments, the Declarants may do so by the recordation of a duly-executed and acknowledged original writing setting forth such information as may be required by the recorder of Cass County, North Dakota. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of real estate mortgages pursuant to the statutes of the State of North Dakota.

The Declarants, being the owners of SilverLeaf Addition to the City of Fargo, North Dakota, hereby impose and consent to the foregoing Declaration of Covenants, Conditions,

Restrictions, Reservations, and Easements and subject our interests thereto.

HN Development, LLC

By: _____
Michael L. Harvey, President

Michael L. Harvey

STATE OF NORTH DAKOTA

COUNTY OF CASS

The foregoing instrument was acknowledged before me this ____ day of November, 2005, by Michael L. Harvey, as President, of HN Development, LLC, a North Dakota limited liability company, on behalf of the company.

Notary Public

STATE OF NORTH DAKOTA

COUNTY OF CASS

The foregoing instrument was acknowledged before me this _____ day of November, 2005, by Michael L. Harvey, a married man.

Notary Public