

**THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
CROFTON COVES FIRST AND SECOND ADDITION TO
THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**

**THIS THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS** is made _____, 2026, by
Crofton Coves Homeowner’s Association, Inc., a North Dakota nonprofit corporation.

RECITALS

WHEREAS, the real property described below is subject to that certain Declaration of Covenants, Conditions, Restrictions, and Easements, recorded on May 17, 2016 as Cass County Recorder’s Document No. 1477489 (“Original Declaration”);

WHEREAS, the Original Declaration was amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements (the “First Amendment”), which was recorded on June 30, 2020 as Cass County Recorder’s Document No. 1592678;

WHEREAS, the Original Declaration was amended by that certain 2023 Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements (the “Second Amendment,” and together with the Original Declaration and the First Amendment, the “Declaration”), which was recorded on October 31, 2023 as Cass County Recorder’s Document No. 1700621; and

WHEREAS, Crofton Coves Homeowner’s Association, Inc. desires to amend and restate the Declaration.

NOW, THEREFORE, the Declaration is amended and restated as follows.

**ARTICLE 1.
DEFINITIONS**

Unless otherwise qualified or explained herein, the following definitions shall apply to the following terms:

1. “Association” means Crofton Homeowner’s Association, Inc. a North Dakota nonprofit corporation, its successors and assigns.
2. “Applicable Law” means any federal, state, or municipal statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, or municipal government.
3. “Board” or “Board of Directors” means the governing body of the Association.
4. “Building” means any structure located upon a Lot or the Property.

5. “Declaration” means that certain Declaration of Covenants, Conditions, Restrictions, and Easements, recorded on May 17, 2016 as Cass County Recorder’s Document No. 1477489, as amended by the First Amendment, recorded on June 30, 2020 as Cass County Recorder’s Document No. 1592678, as further amended by the Second Amendment, recorded on October 31, 2023 as Cass County Recorder’s Document No. 1700621, and includes this Third Amended and Restated Declaration.
6. “Development” means and refers to the subdivision commonly known as Crofton Coves First and Second Addition and identified on the recorded plat thereof.
7. “Governing Documents” means this Declaration, the Articles of Incorporation and Bylaws of the Association, as amended from time to time, all of which shall govern the use and operation of the Association.
8. “Lot” means and refers to any plot of land shown upon any recorded Plat of the Property. 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.
9. “Occupant” means a person or persons, other than an Owner, in possession of a Residential Unit.
10. “Owner” means and refers to the record owner, whether one or more, of title in fee simple to any Lot that is part of the Property. The term shall exclude those having an interest merely as security for the performance of an obligation.
11. “Owner Occupied” means the continuous use of a Residential Unit within the Development by at least one (1) record owner of the Lot upon which such Residential Unit sits as their primary residence for a period of at least one hundred eighty (180) consecutive days per calendar year, exclusive of instances of temporary vacancies for vacations, travel, illness, hospitalization, and seasonal vacancies in which an Owner temporarily relocates to a secondary residence, not to exceed one hundred twenty (120) days. The foregoing list is made for illustrative purposes and is not intended to be comprehensive. For the avoidance of doubt, “record owner” means the holder(s) of legal title to the Lot.
12. “person” means and includes a natural person, corporation, partnership, association, limited liability company, trust, estate, or other entity.
13. “Property” means the real property described as Crofton Coves First and Second Addition to the City of Fargo, Cass County, North Dakota, which is subject to this Declaration.
14. “Residential Unit” means a Building designed and intended exclusively for use as a single-family residence.
15. “Review Committee” means the Crofton Coves Architectural Review Committee established pursuant to this Declaration.

16. “Rules and Regulations” means the Rules and Regulations of the Association as approved from time to time pursuant to the Governing Documents.
17. “Short Term Rental” means any Residential Unit or portion thereof, that is rented or offered for rent to a guest for a fee or other consideration for a period of less than thirty (30) consecutive days, where the guest does not occupy the Residential Unit as a permanent residence. For purposes of clarification and not as a limitation, “Short Term Rental” includes but is not limited to, vacation rentals, transient lodging, and properties listed on online platforms such as Airbnb, VRBO, or similar services. Short-Term Rentals are typically furnished and intended for temporary occupancy rather than long-term tenancy.

ARTICLE 2.
PROPERTY SUBJECT TO THIS DECLARATION

1. Real Property Subject to the Declaration. The real property which is subject to this Declaration is described as: Crofton Coves First and Second Addition to the City of Fargo, Cass County, North Dakota.
2. Purposes. The Property is subject to the conditions, covenants, restrictions, reservations and easements hereby declared for the following purposes:
 - a. To promote the proper and most desirable use and development of the Property in accordance with a well-considered plan and to prevent haphazard and inharmonious improvement of Lots.
 - b. To protect the Property and the Lots from congestion by limiting the size and number of Buildings and improvements in relation to the land around them.
 - c. To increase the value of the Lots owned by the Owners.
 - d. To protect against the construction of improvements which are of poor design or quality and to encourage construction and maintenance of improvements utilizing good quality and attractive material and good architectural and planning standards, compatible with other improvements.
 - e. To ensure compliance with Applicable Law.

ARTICLE 3.
CROFTON COVES HOMEOWNER’S ASSOCIATION

1. Association Membership. Every Owner shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.
2. Administration. The operation and administration of the Association shall be governed by the Governing Documents, all Rules and Regulations promulgated by the Board, and

Applicable Law. The Association shall be responsible for the operation, management and control of the Development and the Property. The Association shall have all powers described in the Governing Documents and granted to the Association by Applicable Law. All power and authority of the Association shall be vested in the Board, unless action or approval by the individual Owners is specifically required by the Governing Documents or Applicable Law. All references to the Association shall mean the Association acting through the Board unless specifically stated to the contrary.

- a. Bylaws. The Association shall have Bylaws. The Bylaws shall govern the operation and administration of the Association, and shall be binding on all Owners, Occupants, and secured parties.
 - b. Rules and Regulations. The Board shall have exclusive authority to approve and implement such reasonable Rules and Regulations as it deems necessary from time to time for the purpose of operating and administering the affairs of the Association, subject to the Governing Documents. The inclusion in other parts of the Governing Documents of authority to approve Rules and Regulations shall be deemed to be in furtherance, and not in limitation, of the authority granted hereunder. New or amended Rules and Regulations shall be effective only after reasonable notice thereof has been given to the Owners. In the event of a conflict between the terms of any Rules and Regulations and the Governing Documents, the Governing Documents shall be controlling.
3. Voting. The Owner or some natural person designated to act as proxy on behalf of the Owner, and who need not be an Owner, may cast the vote allocated to such Owner at meetings of the Association. Each Owner shall be entitled to one (1) vote. For purposes of voting, a Lot shall be deemed owned by only one (1) Owner.
 4. Maintenance. The Association, or its duly delegated representative shall be responsible for the management and maintenance of the signage, mailboxes, electrical bills for the fountains, maintenance of the mixed grass areas, expenses to install, remove and store the fountains and to accumulate a fund for pond silt removal and to repair any slides that may occur along the pond bank as well as for any other issue deemed appropriate except for any part thereof which any governmental entity is maintaining or is obligated to maintain. The Board, in its sole discretion, shall determine the appropriate maintenance of all common areas. No Owner, Occupant, or other person shall construct or install any improvements on the common areas or alter, modify or remove any improvements situated on the common areas without the approval of the Board. No Owner, Occupant or other person shall block or obstruct the common areas. No Owner, Occupant or other person shall obstruct or interfere with the Association in performance of the Association's management or maintenance of the common areas, and the improvements located thereon.
 5. Consent to Declaration and Restrictions. Each Owner, by acceptance of a deed to a Lot within the Development, whether or not so expressed in such deed, is deemed to have received a copy of this Declaration and consented to each and every term, condition, and restriction thereof. Each Occupant residing within the Development is deemed to have

received a copy of this Declaration and consented to each and every term, condition, and restriction thereof.

6. Creation of a Lien and Personal Obligation and Assessments. Each Owner, by acceptance of a deed thereof, whether or not so expressed in such deed, is deemed to covenant and agree to pay the Association annual general assessments or charges, and special assessments for capital improvements. All assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment shall also be the personal obligation of the Owner of such property at the time when the assessment fell due.
 - a. Method of Assessment. The Association, by a vote of the majority of its members at a duly called meeting, shall fix its annual assessment upon the basis provided herein, provided, however, that the annual assessment shall be sufficient to meet the obligations imposed by this Declaration. The Association shall set the date(s) such assessments shall become due. The Association may provide for collection of assessments annually or in monthly, quarterly, or semi-annual installments, provided, however, that upon default of the payment of any one or more installments the entire balance of said assessment may be accelerated, at the option of the Association, to be declared due and payable in full.
 - b. General Assessment. The general assessment levied by the Association shall be used exclusively to promote the improvement, maintenance and operation of the signage, mailboxes, mixed grasses, fountains, perimeter landscape and entrance to the Development. Each Lot, whether improved or unimproved, shall be assessed at a uniform rate with the assessment commencing at, and in an amount to be determined by the members of the Association at a duly called meeting.
 - c. Special Assessment of Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable for that year and for not more than the next four (4) succeeding years for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements located within the Development including the roads, paving of roads common areas, parks, entrance and the landscaped area of the entrance, street lighting, banners, or other decorations to enhance the aesthetic value of the subdivision, sidewalks or any other improvement, including fixtures and personal property related thereto, providing that any such assessment shall have the ascent of a two-thirds (2/3) majority of the owners who are voting in person or by proxy at a special meeting duly called for that purpose. Any special assessment shall be levied in equal amounts for each Lot.
7. Surplus Funds. The Association shall not be obligated to spend all the Assessments and other sums received by it in any given year and may carry forward any remaining balance as a surplus. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may

determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

8. Enforcement of Lien. All delinquent assessments, together with interest thereon at the rate set for judgments by the North Dakota State Courts Administrator and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest 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 came due. If the Association elects to claim a lien for non-payment of assessments, it shall at any time within thirty (30) days after the occurrence of default make a written demand for payment to the defaulting Owner. Said demand shall state the date and amount of delinquency. If such delinquency is not paid within ten (10) days after delivery of such notice, the Association may elect to file a lien against the Lot of such delinquent Owner. Such lien shall state:
 - a. The name of the delinquent Owner.
 - b. The legal description of the Lot against which the claim of lien is made.
 - c. The amount claimed to be due and owing.
 - d. That the claim of lien is made by the Association pursuant to the terms of this Declaration.
 - e. That the lien claimed against the Lot is in an amount equal to the amount of the stated delinquency, plus costs and fees.
 - f. Due demand has been made upon the defaulting or the delinquent Owner pursuant to this Declaration and that said amount was not paid within the ten (10) days after such demand.
9. Attachment. Upon the recordation of a duly executed and acknowledged lien by the Recorder of Cass County, the lien claimed therein shall immediately attach to the real property and become effective subject to the limitations hereinafter set forth. Each default shall constitute a separate basis for a claim of lien or a lien but a number of defaults may be included within a single claim of lien. 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 North Dakota law.
10. Subordination. The lien of the assessments provided for above shall be subordinate to the lien of any first mortgage representing a first lien on said property. The sale or transfer of any Lot pursuant to foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall release such Lots from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE 4.
ARCHITECTURAL CONTROL

1. Review Committee. The Crofton Coves Architectural Review Committee is hereby established. The Review Committee shall regulate the external design, appearance, use, location and maintenance of the Property, the Lots, and of improvements thereon in such a manner as to preserve and enhance home values and to maintain uniformity throughout the Development. The Review Committee shall be composed of the Board of Directors, who shall be elected by the members of the Association.
2. Architectural Control. No Building, shed or fence, (each an “Improvement” and collectively, “Improvements”) shall be erected on the Lots unless the plans and specifications have been submitted to and approved in writing by the Review Committee.
3. Submission of Plans and Specifications. The following information shall be submitted to the Review Committee in connection with its consideration of any plans for proposed Improvements. Submissions may be made via email or other electronic means.
 - a. Architectural plans for the proposed Improvements, which shall include an outline specification designating materials and mechanical, electrical and structural systems, and samples of exterior colors. All exterior building materials and colors must be approved in advance in writing.
 - b. A plan showing the location and design of any Improvements.
 - c. Any other information as may be reasonably requested by the Review Committee in order to ensure compliance with this Declaration.
 - d. All Improvements made to a Lot shall be made in accordance with specifications first approved by the Review Committee in accordance with this Declaration. After approval of the aforementioned plans and specifications, no deviation shall be made during construction which would materially change the scope of the Improvements, and no changes in exterior quality or appearance of the Improvements shall be made, without written approval of the Review Committee.
4. Procedures. The Review Committee shall issue its approval or disapproval of any plans submitted to it within ten (10) days after submission, in writing. The Review Committee may issue its approval or disapproval via email or other electronic means.
5. Variations. In addition to the above, the Review Committee shall also have the power upon proper application to grant an exception to or variance from any specific restrictions contained in this Declaration. In considering such request for exception to or variance from such restrictions, the Review Committee shall determine if such request is in the best interest of the Association and that the granting of the exception or variance would not harm or injure the general architectural plan, layout, harmony and compatibility of the Property as intended to be maintained by this Declaration. The grant of a variance or

exception by the Review Committee shall not be construed as a waiver of the Review Committee's authority to disapprove of any subsequent request for a variance or exception.

6. Compliance with Governmental Regulations. In granting all approvals and consents pursuant to this section, the Review Committee shall comply with all Applicable Law, including without limitation, all building codes and zoning regulations at the time in full force and effect.

ARTICLE 5.
RESIDENTIAL UNITS

1. Compliance. No Building shall be erected on any Lot unless the design, location, materials, and workmanship are consistent with existing Buildings located within the Development, conform to this Declaration, and have been duly approved by the Review Committee. On all Lots zoned for single family use, no structure shall be erected, altered, placed, or permitted on such Lot other than one (1) Residential Unit with front yard and side yard setbacks in compliance with the zoning ordinances of the City of Fargo existing on the date hereof.
2. Construction Requirements. No white or light-colored roofs shall be permitted. No evaporative cooler shall be placed, installed, or maintained on the roof or wall of any Building. All coolers shall be concealed from street view. Construction of all Buildings within the Development shall be substantially completed within six (6) months after issuance of any building permit for the same. Landscaping shall be completed as soon as weather permits following substantial completion of the Building(s). No outside storage of building materials shall be permitted on any Lot after the six (6) month construction period. All Improvements, Buildings, and structures of every kind and nature shall be subject to review and approval by the Review Committee.
3. Submission of Plans. An Owner desiring to construct a Residential Unit shall submit construction plans to the Review Committee. Plans submitted to the Review Committee shall include the following:
 - a. One complete set of floor plans, elevations, and sections including a site plan. Material samples/swatches shall be provided upon request.
 - b. The top of the foundation or lowest opening of all Residential Units within the Development shall not be less than 2.5' above the Base Flood Elevation for the Residential Unit's location, as determined by the Federal Emergency Management Administration Flood Insurance Map applicable to the Development as of the date hereof.
 - c. The house plan shall indicate construction materials and specifications, roofing material, exterior finishes and colors.

- d. The site plan shall include the basement outline with projections shown as a dotted line. The garage “footprint” and exterior steps or decks shall be indicated. The main floor proposed grade, and the basement floor grade shall be clearly shown. The site plan shall clearly indicate the finished landscape grade at each corner of the building as well as those adjacent to any unusual indentations within an elevation. The site plan shall indicate sidewalk, walkway, and driveway locations and sizes.
4. Square Footage Requirements. Any Residential Unit located within the Development (excluding porches, decks, basements, and garages) shall have a minimum structural area outlined as follows:

Lots / Blocks	Minimum Structural Area (SF)	Notes / Structure Types
Lots 1–9, Block 2	1,200 SF 1,800 SF 1,800 SF 1,800 SF	Standard Rambler Two Story Bi-Level (both floors) Split-Level (not including basement)
Lots 1–26, 34–36, Block 4 Lot 12, Block 6 Lot 26, Block 7 Lots 1–10, Block 8 Lot 1–10, Block 9 Lots 1–8, Block 10	1,500 SF 2,200 SF 2,400 SF 2,400 SF	Standard Rambler Standard Two Story Bi-Level (both floors) Split Level (not including basement)
Lots 27–33, 37–53, Block 4 Lot Lots 1–7, 9–11, 13–16 Block 6 Lots 1–25, 27–34, Block 7	1,800 SF 2,400 SF 2,800 SF Prohibited	Standard Rambler Standard Two Story Split-level (not including basement) Bi-level

5. Variance. A reduction of the square footage with respect to any Residential Unit may be granted by the Review Committee. Any reduction shall be evidenced by a written certificate of variance issued by the Review Committee.
6. Garages. All Residential Units shall have an attached capable of storing a minimum of two (2) conventional automobiles. Garages shall be consistent with the design style of the Residential Unit and shall be constructed with the same exterior materials as the Residential Unit. Detached garages are not allowed. No lean-to, car port, or vehicle storage building detached from the Residential Unit shall be permitted, without the written approval of the Review Committee.
7. Height. No Residential Unit shall exceed two and one-half (2 ½) stories in height when viewed from the street.
8. Driveways. All driveways on Lots containing Residential Units shall have a concrete surface.

9. Mailboxes and Delivery Boxes. Central mailbox units have been previously constructed and approved by the Postmaster of the Fargo, ND Post Office. No individual mailboxes shall be allowed on any Lot. No delivery boxes other than mailboxes for U.S. Mail will be permitted on any Lot without the specific approval of the Review Committee.
10. Drainage. Drainage on all Lots shall conform to requirements of the City of Fargo and of all lawful public authorities including the engineer or other appropriate authority of Cass County, North Dakota having jurisdiction thereof. All sump pump discharge hoses shall be directed to the front of each Lot on all Lots that abut Fargo Park District property.
11. Occupancy and Use. No Residential Unit erected upon any Lot shall be occupied in any manner while in the course of construction nor at any time prior to full completion. No Residential Unit shall be occupied unless the same is in compliance with this Declaration, all Governing Documents, and all Rules and Regulations promulgated by the Association. All Residential Units shall be Owner Occupied. Notwithstanding the foregoing, the death of an Owner or in the event an Owner has vacated their home as part of the process of selling the same shall not be considered a breach of this Paragraph.

ARTICLE 6.
RESTRICTIONS

The Property shall be subject to the following restrictions.

1. General. The Property shall be owned, conveyed, encumbered, leased, used and occupied subject to the Governing Documents, as amended from time to time. All covenants, restrictions and obligations set forth in this Declaration are in furtherance of a plan for the Property and shall run with the Property and be a burden and benefit to all Owners, Occupants, and to any other person acquiring or owning an interest in the Property, their heirs, personal representatives, successors and assigns.
2. Residential Use. All Lots zoned residential shall be used for single family purposes only. The residential Lots shall be used by the Owners or Occupants and their guests exclusively for private, single family residential purposes. The use of a Residential Unit as a Short-Term Rental, or for any commercial, business or other non-residential purpose is prohibited, subject to any exceptions contained within this Declaration. The number of occupants may be restricted in accordance with Applicable Law.
3. Business Use Restricted. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted on any Lot except as follows:
 - a. An Owner or Occupant residing in a Residential Unit may maintain a home occupation at such Residential Unit and handle matters relating to such home occupation by telecommunications or correspondence therefrom; provided, that such uses (i) are incidental to the residential use; (ii) do not involve physical alteration of the Residential Unit visible from the exterior; (iii) are in compliance

with all Applicable Law; and (iv) do not involve any observable business activity such as signs, advertising displays, or regular deliveries, pedestrian traffic or vehicular traffic to and from the Residential Unit by customers, vendors or employees.

- b. The use of a Residential Unit as a licensed or unlicensed daycare is prohibited.
4. Building Location. No Building shall be erected on any Lot unless side Lot clearances and frontline setbacks are in compliance with the City of Fargo zoning ordinances, however, in no event shall any Building or structure be erected within twenty-five (25) feet of the front Lot line. Eaves and steps shall also be constructed in such a way so as to comply with such zoning ordinances and restrictions, provided, however, that this shall not be construed to permit any portion of a Building on a Lot to encroach upon another Lot.
5. Fencing. All fencing shall require the approval of the Review Committee prior to installation. All fences in rear yards abutting ponds, parks or drainage ways shall not be more than 25% opaque.
6. Sheds and Outbuildings. All sheds shall require the approval of the Review Committee prior to construction. All sheds shall be at least three (3) feet from the rear border or side border of a Lot. If approved by the Review Committee, the Lot Owner shall be responsible to procure and pay for any required building permits.
7. Landscaping. The front, rear, and sides of each Lot shall be sodded or seeded and landscaped prior to the end of the first summer construction season that the home is completed. If construction on a Lot is completed in the winter, the Lot shall be sodded or seeded and landscaped prior to the end of the following summer. Within twelve (12) months of occupancy, all lots in the Development shall have trees on boulevards according to the requirements of the City of Fargo zoning ordinances. On lots utilizing the "coving" concept, there may be up to six street trees required depending on size and configuration of the cove.
8. Diseases and Insects. No Owner shall suffer or permit any condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.
9. Vegetation Management. The "Mixed Grass Prairie" is located in Lots 8 through 32, in Block 4 of Crofton Coves First Addition. The Mixed Grass Prairie maintains a 65-90 foot "no-mow" buffer zone around the Mixed Grass Prairie. Maintenance tasks in the buffer areas shall be limited to garbage collection and the maintenance and evaluation of the vegetation in the Mixed Grass Prairie and in the surrounding buffer areas. The buffer areas surrounding the Mixed Grass Prairie are intended to reduce nitrogen and phosphorus from entering the basin, resulting in a reduction of algae growth in the basin.
10. Satellite Dishes and Antennas. No antenna, satellite or microwave dish or other device for transmission or reception of television or radio signals larger than twenty-four (24) inches shall be constructed, installed, erected, used or maintained on any Lot without the prior written approval of the Review Committee unless Applicable Law prohibits the Review

Committee from requiring such approval. Any such antenna, satellite, or microwave dish shall be installed in accordance with the guidelines set forth by the Review Committee, subject to Applicable Law.

11. Solar Panels. Any and all solar panels shall be approved by the Review Committee.
12. Wind Towers. Wind towers for the purpose of electricity generation are prohibited.
13. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot except in covered containers. In no event shall such containers be visible from the street except to make them available for collection and then only for the shortest time reasonably necessary to allow for collection. All rubbish, trash, or garbage shall be removed from Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot. Garbage shall not be burned anywhere within the Development.
14. Rooftop HVAC Equipment Prohibited. No heating, ventilating, air conditioning (“HVAC”) or evaporative cooling units or equipment related thereto may be mounted, installed or maintained on the roof of any residence, garage, or other building to be visible from neighboring property.
15. Basketball Backboards and Hoops. No basketball hoop or backboard shall be attached to a Residential Unit or other Building. A separate pole for installation of such equipment erected and maintained at the expense of the Lot owner shall be permitted.
16. Animals. The Board shall have the exclusive authority to prohibit, or to allow and regulate the keeping of animals on the Property. Animals which are permitted shall be limited to common domestic house pets such as dogs, cats, fish, birds and the like. The word “animal” shall be interpreted in its broadest sense and shall include all living creatures except humans. The keeping of animals on any Lot for commercial uses of any kind is expressly prohibited. The keeping of chickens or livestock of any kind, for any purpose is expressly prohibited. Pet owners shall take all reasonable and lawful steps to confine pets to the pet owner’s Lot. Pet owners shall not allow pet waste to accumulate on any Lot. Each pet owner shall be responsible for cleaning up pet waste and lawfully disposing of the same. Nothing contained herein shall prohibit the keeping of a qualified service dog or similarly qualified service animal by a person who is handicapped pursuant to Applicable Law.
17. Clotheslines. Permanent clotheslines are prohibited.
18. Vehicle Parking and Storage. Commercial vehicles, motor homes, travel trailers, watercraft, other trailers of any kind, or construction equipment may only be stored on Lots in accordance with the conditions and restrictions of this paragraph. Motor homes, travel trailers and like vehicles may be temporarily visible on the Lots for the purpose of loading and unloading such vehicles or for temporary visits by guests of Owners. “Temporarily visible” in the context of loading and unloading means a period not to exceed forty-eight (48) hours. “Temporary visits” means a period not to exceed ten (10) days. Motor homes, travel trailers and like vehicles may be stored on the Lots only if they are stored behind the

front house line and are adequately screened from public view as determined by the Review Committee. All motor vehicles kept on or about a Lot shall be currently licensed and shall be always maintained in an operable condition, temporary mechanical difficulties and breakdowns excepted. The keeping and storage on any Lot of inoperable motor vehicles, unlicensed motor vehicles, and motor vehicles resting on support stands or blocks is strictly prohibited. Lots may not be used for the storage, display, dismantling, or long-term retention of inoperable, unlicensed, or discarded vehicles. The Review Committee may, in its sole discretion, grant exceptions to the foregoing.

19. Signs. No billboards or advertising signs of any kind or character shall be erected, placed, permitted or maintained on any Lot except as herein expressly permitted. A name and address sign used solely for the purpose of identification of the dwelling house occupants may be placed on a Lot provided the sign is no more than two (2) square feet and the design of the sign is approved by the Review Committee prior to installation. The provisions of the paragraph may be waived by the Review Committee in its discretion. The Review Committee may erect, place and maintain such sign structure or structures as it deems necessary for the operation or identification of the Property.
20. Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Such restrictions shall include but not be limited to using the Lot as a dumping ground for rubbish, garbage, trash, or other waste materials, the placing thereon of unsightly piles of dirt, lumber, or things that will cause such Lot to appear untidy, unclean, or obnoxious to the human eye.
21. Appearance During Construction. All Lots shall be kept clean during construction of any kind. All garbage shall be stored out of sight. No garbage/trash burning will be permitted. All Lots shall comply with the storm water management practices in use in the City of Fargo during the time of construction.
22. Propane Tanks. No combustible liquid or gas tanks, exposed to view from the public street, shall be allowed on the Lots.
23. Prohibited Outbuildings. No mobile home, tent, shack, latrine, outhouse, barn or other outbuilding shall be erected on any Lot.
24. Temporary Residence. No residence of any temporary character shall be permitted anywhere within the Development.
25. Short-Term Rentals. No Residential Unit shall be used for the purpose of operating a Short-Term Rental.
26. Leasing. No Owner may lease a Residential Unit except in compliance with this Declaration and with the consent of the Association's Board of Directors.

27. Easements. The easements for the installation and maintenance of utility and drainage facilities are shown on the plat of the Crofton Coves Addition filed and recorded with the office of the Cass County Register of Deeds. Within the area of the easements no structures, plantings, fencing or other materials shall be placed, erected, or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change or alter the direction of flow of drainage channels or swales in the easements or which obstruct or hinder the flow of water through drainage channels or swales in the easements. The easement areas of each Lot and all improvements on it shall be maintained continuously by the Owner except for the improvements for which a public authority or utility company is responsible. All claims for damages, if any, arising out of the construction, maintenance and repair of the utility or drainage facility or on account of temporary or other inconvenience caused thereby are waived by the Owners.
28. Private Water and Sewer. No private septic tank, drain fields, or private or community wells shall be permitted on any Lot. All Lots within the Development shall be serviced by municipal and county water and sewer.
29. Irrigation. No pumps or intake hoses shall be placed in a lake, pond or creek for the purpose of removing water for irrigation purposes.
30. Subdivision. No Lot shall be subdivided unless approved by seventy-five percent (75%) of the Owners and any secured party holding a first mortgage on such Lot.
31. Power and Telephone Lines. Electrical service lines and telephone lines shall be placed underground. Overhead electrical service lines and overhead telephone lines are prohibited.
32. Mining. No derrick or other structure designed for use in exploring for oil or natural gas shall be erected, placed, or permitted upon any part of the Lots nor shall any oil, natural gas, petroleum, asphalt, or hydrocarbon products or minerals of any kind be produced or extracted anywhere in the Lots. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted on any Lot or any part of the Development nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any part of the Lots.
33. Basements. 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 and it complies with the building codes of the City of Fargo.
34. Structural Changes. No house or structure shall be moved onto any of the Lots, unless the same complies with all building codes of the City of Fargo and is approved in writing by the Review Committee. No structure once erected shall at any time be altered or changed in violation of this Declaration.
35. Quiet Enjoyment. All Owners and Occupants and their guests shall have a right of quiet enjoyment in and to their respective Lots. The Lots and all Buildings and Residential Units shall be occupied and used in such a manner as will not cause a nuisance, nor unduly

restrict, interfere with or impede the use and quiet enjoyment of the Property by other Owners and Occupants and their guests.

36. Mortgages. The breach of any of the foregoing covenants, conditions, reservations or restrictions shall not defeat or render invalid any lien, mortgage or deed of trust made in good faith for value as to any Lot or portion of Lots in the Development; but this Declaration shall be binding upon, and effective against any mortgagee, trustee or owner whose title or whose grantor's title is or was acquired by foreclosure, trustee sale or otherwise.
37. Compliance with Laws. No use shall be made of any Lot within the Development which would violate federal, state, and municipal laws, ordinances, rules and regulations, nor shall any act or use be permitted which could cause waste to the Property or otherwise cause any unusual liability, health or safety risk, or expense, for the Association or any Owner or Occupant.
38. Time Shares Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights or ownership which has the effect of dividing the ownership or occupancy of a Residential Unit into separate time periods, is prohibited.

ARTICLE 7.
LOT MAINTENANCE

1. Lawncare. Each Owner shall, at their sole cost and expense, maintain their Lot in a neat, clean, and attractive condition. Such maintenance shall include but is not limited to:
 - a. Regular mowing of all lawn areas.
 - b. Removal of weeds, debris, leaves, and fallen branches.
 - c. Regular watering and fertilization of the lawn.
 - d. Trimming and pruning of all trees and shrubs.
 - e. Replacement of dead or diseased landscaping within a reasonable time.
2. Noxious Weeds. Owners shall not suffer or permit the growth of noxious weeds upon any Lot. Owners, at their sole cost and expense, shall spray or otherwise destroy all such noxious weeds.
3. Prohibited Conditions. The following conditions are prohibited and shall be considered a violation of this Declaration.
 - a. Overgrown or unkempt lawns.
 - b. Accumulation of excessive weeds or debris.

- c. Dead or dying landscaping.
 - d. Storage of unsightly materials or equipment in visible areas.
 - e. Accumulation of pet waste.
 - f. Storage of inoperable, unlicensed, or discarded vehicles.
 - g. Accumulation of garbage, rubbish, or refuse not contained in appropriate receptacles or bins.
 - h. Any condition that creates a fire hazard.
4. Snow Removal. Each Owner, at their sole cost and expense, shall remove all snow and ice from the sidewalks adjacent to their Lot.
5. Enforcement.
- a. Notice and Cure. The Association shall provide an Owner with written notice of a violation of this Article. Notice shall be deemed given when deposited in in a United States Postal Service mailbox or at a branch of the United States Postal Service. An Owner shall have Fifteen (15) days after receipt of notice to cure the violation set forth in the notice. If the Owner has failed to cure the violation within 15 days or, if the violation cannot be reasonably cured in 15 days, has failed to take reasonable steps to cure the violation, the Association may impose reasonable fines, penalties or charges for each violation of the Governing Documents or the Rules and Regulations, and for continuing violations. Any fines, penalties, or charges assessed against a Lot shall become a lien on such Lot until such fines, penalties, or charges are paid in full.
 - b. In addition to any remedies available to the Association at law or in equity, the Association may foreclose any lien arising under the provisions of this Article in the manner provided by law.

ARTICLE 8.
SALES

1. Sale of a Lot. In the event an Owner elects to sell or otherwise transfer ownership of their Lot to another person, such Owner shall provide written notice of the intended sale to the Secretary of the Association. No Lot shall be conveyed to a purchaser or subsequent owner unless and until all assessments are paid in full.
2. Copy of Declaration and Bylaws. Upon receipt of written notice of the intended sale, the Secretary of the Association shall furnish the intended purchaser and their real estate agent

or other representative with the most recent version of this Declaration and the Association's Bylaws.

ARTICLE 9.
COMPLIANCE AND REMEDIES

Each Owner and Occupant, and any other person owning or acquiring any interest in the Property shall be governed by and comply with the provisions of the Governing Documents, any Rules and Regulations duly promulgated by the Board and such amendments thereto as may be made from time to time, the decisions of the Association, and all Applicable Law. A failure to comply shall entitle the Association to the relief set forth in this Article, in addition to the rights and remedies authorized elsewhere by the Governing Documents and under Applicable Law.

1. Entitlement to Relief. Legal relief may be sought by the Association against any Owner, or by an Owner against the Association or another Owner, to enforce compliance with the Governing Documents, any Rules and Regulations, or the decisions of the Association. However, no Owner may withhold any Assessments payable to the Association, nor take or omit other action in violation of the Governing Documents, any Rules and Regulations, or any Applicable Law, as a measure to enforce such Owner's position, or for any other reason.
2. Remedies. In addition to any other remedies or sanctions, expressed or implied, administrative or legal, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners and Occupants and/or their guests, who violate the provisions of the Governing Documents, the Rules and Regulations or Applicable Law:
 - a. Commence legal action for damages or equitable relief in a court of competent jurisdiction.
 - b. Impose reasonable fines, penalties or charges for each violation of the Governing Documents or the Rules and Regulations, and for continuing violations.
 - c. Foreclose any lien arising under the provisions of the Governing Documents in the manner provided by law.
3. Costs of Proceedings and Attorneys' Fees. With respect to any collection measures, or any measures or action, legal, administrative, or otherwise, which the Association takes to enforce the provisions of the Governing Documents or Rules and Regulations, whether or not finally determined by a court or arbitrator, the Association may assess the Lot owned by the violator with any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the Association, attorneys' fees, and interest at the rate set each year by the North Dakota State Courts Administrator on the delinquent amounts owed to the Association. Such expenses shall also include any collection or contingency fees or costs charged to the Association by a collection agency or other person acting on behalf of the Association in collecting any delinquent amounts

owed to the Association by an Owner or Occupant. Such collection or contingency fees or costs shall be the personal obligation of the Owner and shall be a lien against the Owner's Lot.

4. Enforcement by Owners. For any violation of the restrictions set forth in this Declaration, the Owner or Owners of any Lots shall have the right to enforce the provisions thereof. Failure of an Owner to enforce any of the restrictions set forth in this Declaration shall not be deemed a waiver of the right to do thereafter.

ARTICLE 10.
AMENDMENTS

1. Amendment to Declaration. This Declaration may be amended by an affirmative vote of a two-thirds (2/3) majority of the Owners present at a meeting of the Association and eligible to vote, duly held in accordance with the Bylaws. Any instrument amending, modifying, or cancelling this Declaration shall be in writing and properly recorded with the Cass County Recorder before it shall be effective.

ARTICLE 11.
MISCELLANEOUS

1. Severability. If any term, covenant, or provision of this Declaration or any exhibit attached hereto is held to be invalid or unenforceable for any reason, such determination shall not affect the validity and remainder of this Declaration. All remaining provisions of this Declaration shall remain in force and effect to the fullest extent permitted by law.
2. Governing Law; Venue. The laws of the State of North Dakota shall govern the validity, performance, and enforcement of this Declaration. Any action arising under this Declaration shall be venued in a court of competent jurisdiction in Cass County, North Dakota.
3. Notices. Unless provided otherwise in the Governing Documents or by law, all notices required to be given by or to the Association, the Board, or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed to the last known address of the intended recipient, with postage prepaid and deposited in the United States mail.
4. No Waiver. A waiver of a breach of any of the terms, conditions, covenants, or restrictions contained in this Declaration shall not be construed as a waiver of any succeeding breach or violation thereof or of any other restriction or obligation.
5. Duration of Covenants. The covenants, conditions, restrictions, easements, liens and charges contained in this Declaration shall be perpetual, subject only to termination as provided in this Declaration and North Dakota law.

