DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is made this 22nd day of June, 1984, by McCormick, Inc., a corporation hereinafter called Developer.

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Exhibit A of this Declaration and desires to create thereon a planned community with permanent parks, playgrounds, open spaces, and other community facilities for the benefit of the said community; and with a planned mix of housing types, and public facilities; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the Properties and improvements thereon, and to this end desires to subject the real property described in Exhibit A to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, Developer is incorporating under the laws of the State of North Dakota the Highland Park Community Services Association, Inc. as a non-profit corporation for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

## ARTICLE I

## DEFINITIONS

Section 1. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire Document, as may from time to time be amended.

Section 2. "Association" shall mean and refer to Highland Park Community Services Association, Inc. its successors and assigns.

Section 3. "Developer" shall mean and refer to McCormick, Inc., a corporation, its successors or assigns.

Section 4. "General Plan of Development" shall mean that plan as publicly distributed and as approved by appropriate governmental agencies which shall represent the total general scheme and general uses of land in the Properties, as such may be amended from time to time subject to at least thirty (30) days notice to the Association and approval of the governmental agencies involved.

Section 5. "The Properties" shall mean and refer to all real property which becomes subject to the Declaration.

Section 6. "Common Area" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and improvements thereto, which are intended to

be devoted to the common use and enjoyment of the Members. Such common areas are enumerated by a legal description on attached Exhibit B.

Section 7. "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 8. "Lot" shall mean any part or parcel of real property designated for residential use (with the exception of common areas) and shown on the plat or any replat of Highland Park situated in the County of Cass and State of North Dakota which is the property described in this Declaration or shown on the plat of any subdivision annexed thereto pursuant to the terms of this Declaration. In the event that any residential lot is originally platted as part of Highland Park situated in the County of Cass and State of North Dakota or any other subdivision annexed thereto is subdivided for the purpose of constructing on such subdivided lot a separate residential improvement, any such subdivision of the original platted lot shall be considered a separate lot. In the event that two or more lots or parts of two or more lots as originally platted as part of Highland Park situated in the County of Cass and State of North Dakota or any subdivision annexed thereto are joined for the purposes of construction of a single residential or commercial investment upon the lots or parts of lots, such joined tracks shall be considered a single lot. In the event any condominium projects are erected within Highland Park situated in the County of Cass and State of North Dakota, each separate condominium living unit shall be considered a lot. Condominium projects, however, would be erected only in Block 7.

Section 9. "Multifamily Structure": shall mean and refer to a structure with two or more Living Units under one roof, except when such Living Unit is situated upon its own

individual Lot as defined herein. No such structures however will be allowed, except in Block 7 of the property described on Exhibit A.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Directors as same may be from time to time amended.

## ARTICLE II

## PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Cass County, State of North Dakota and more particularly described on Exhibit A.

## ARTICLE III

## MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association 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. All members of Highland Park Community Services Association, Inc. shall be governed and controlled by the Articles of Incorporation and the By-Laws thereof.

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

Class A. Class A members shall be all Owners of Lots and shall be entitled to one (1) vote for each Lot owned.

Class B. Class B membership shall be the developer (as more fully defined in this Declaration); and shall be entitled to three votes for each lot owned. Class B memberships shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

B. On January 1, 1995.

In no event however shall the Class B membership cease prior to January 1, 1995, if the developer remains the owner of at least twenty-five percent (25%) of the lots or portions of lots as originally platted as part of Highland Park situated in the County of Cass and State of North Dakota.

## ARTICLE IV

## COMMON AREA

Section 1. Obligations of the Association. The Association, subject to the rights of the Owners set forth in the Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. Members' Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area

which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment in the Common Area.

Section 3. Extent of Members' Easements. The Members' easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area;

(b) the right of the Association to suspend the right of an Owner to use the facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a Member to use the said facilities for a period not to exceed sixty (60) days for any other infraction of this Declaration or the Book of Resolutions;

(c) the right of the Association to mortgage any or all of the facilities constructed on the Common Area for the purposes of improvements or repair to Association land or facilities pursuant to approval of the Class B member and of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed

by two-thirds (2/3) of the Owners, agreeing to such dedication or transfer, has been recorded.

Section 4. Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association, and included within the Book of Resolutions.

Section 5. Damage or Destruction of Common Area By Owner. In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or member of his family, such Owner does hereby authorize the Association to repair said damaged area. The Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association at the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the Lot of said Owner.

Section 6. Title to Common Area. The Developer may retain the legal title to the Common Area or portion thereof until such time as it has completed improvements on the Properties, but notwithstanding any provision hereto, the Developer hereby covenants that it shall convey the Common Area and portions thereof to the Association, free and clear of all liens and financial encumbrances, not later than the termination of the Class B membership. Members shall have all the rights and obligations imposed by the Declaration with respect to such Common Area.

ARTICLE V

CONVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following: (1) annual general assessments or charges, and (2) special assessments for capital improvements.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, 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, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. General Assessment.

(a) Purpose of Assessment. The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvement, maintenance and operation of the Common Area and facilities.

(b) Basis for Assessment.

(1) Residential Lots: Each Living Unit which is certified for occupancy and each unimproved Lot which has been conveyed to an Owner shall be assessed at a uniform rate. For the purpose of assessment, the term "Owner" shall exclude the Developer, builder, contractor, investor, or other persons or entities who

hold an interest merely as security for the performance of an obligation.

(2) Developer-owned Property: To the extent the Class B Member owns property which has been certified for occupancy, such property shall not be assessed as provided above, unless such property has been improved and improvements thereon are ready for occupancy.

(c) Method of Assessment. By a vote of two-thirds (2/3) of the directors, the Board shall fix the annual assessment upon the basis provided above, provided, however, that the annual assessments shall be sufficient to meet the obligations imposed by the Declaration. The Board shall set the date(s) such assessments shall become due. The Board may provide for collection of assessments annually or in monthly, quarterly, or semi-annual installments; provided, however, that upon default in the payment of any one or more installments, the entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full.

Section 3. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area including fixtures and personal property related thereto, providing that any such assessment shall have the assent of

the Class B Member and of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a special meeting duly called for that purpose.

Section 4. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence with respect to assessable units on the day of conveyance of the first Lot to an Owner who is not the Developer. The initial monthly assessment on any assessable unit shall be collected at the time of transfer of title form Developer. In the event transfer of the title takes place on or before the fifteenth ($15^{th}$) day of the month, a full months assessment shall be collected. In the event transfer of title takes place after the fifteenth ($15^{th}$) day of the month, one-half (1/2) of the monthly assessment shall be collected.

Section 5. Enforcement of Lien. If the association elects to claim a lien for nonpayment of assessments, it shall at any time within thirty (30) days after the occurrence of default make a demand for payment to the defaulting owner. Said demand shall state the date and amount of the delinquency. If such delinquency is not paid within ten (10) days after delivery of such notice, the Association may elect to file a claim of lien against the lot of such delinquent Owner. Such claim of 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 a lien claimed against the lot is in an amount equal to the amount of the stated delinquency.

(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.

Upon recordation of a duly executed and acknowledged original of such claim of lien by the Register of Deeds of Cass County, the lien claimed therein shall immediately attach 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 any 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 the statues of the State of North Dakota.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, first purchase money security deed or security deed representing a first lien on said property. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. Exempt Property. In addition to non-improved ready for occupancy property owned by the Developer the following property subject to this Declaration shall also be exempted from the assessments, charge and liens created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and (2) all Common Areas. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

Section 8. Annual Budget. By a two-thirds (2/3) vote of the directors, the Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration and all Supplementary Declarations will be met.

## ARTICLE VI

## ARCHITECTURAL CONTROL

Section 1. The Architectural Review Board. An Architectural Review Board consisting of three (3) or more persons shall be appointed by the Class B member. At such time as the Class B membership expires the Board shall be appointed by the Board of Directors.

Section 2. Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Properties and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 3. Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Developer to an Owner shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, or improved, altered, made or done without the prior written approval of the Architectural Review Board.

Section 4. Procedures. In the event the Board fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse Architectural Review Board decision to the Board of Directors who may reverse or modify such decision by a two-thirds (2/3) vote of the directors.

Section 5. In addition to the above, the Architectural Review Board shall also have the power upon proper application to grant an exception to or variance from any specific restrictions contained in Article VII of this Declaration or elsewhere. In considering such request for exception to or variance from such restrictions, the Architectural Review Board shall determine if such request is in the best interests of the subdivision and that the granting of the exception or variance would not harm or injure the general architectural plan, layout, harmony and compatibility of the subdivision as intended to be maintained by this Declaration.

Section 6. In granting all approvals and consents pursuant to this section, the Architectural Review Board shall observe all governmental regulations including, but not limited to, building codes and zoning regulations at the time of full force and effect.

## ARTICLE VII

## USE OF PROPERTY

Section 1. Specific Protective Covenants.

(1) Land Classifications. With the exception of the Common Area all land subject to the Declaration is divided in the following classifications:

(a) Residential: Single Family. Blocks 1 through 6 of the property described on Exhibit A are reserved for one family dwellings. It is Zoned R-1A.

(b) Multiple residential. Block 7 of the Property described on Exhibit A is reserved for a multiple family residential development including condominium projects.

(2) Reference to Zoning and other Government Regulations. Wherever herein there is reference to zoning regulations or building codes promulgated by the governmental body having jurisdiction, it is the intention of this Declaration to inform of the existence of such regulations, but it is not the purpose of this Declaration to fully set forth those regulations. In the event that any provisions of this Declaration conflict with zoning regulations, building codes or any other governmental regulation of the subdivision in question, such zoning regulations, building codes and other governmental regulations will prevail if such are more restrictive than those herein set forth. Wherever the restrictions and other provisions of this Declaration however are equally or more restrictive, then the provision herein stated shall control.

Section 2. Other Restrictions.

(a) Side Yards Required: Two side yards, each of the following prescribed width are required; not less than ten (10) feet for each main building and accessory building.

(b) Rear Yards Required: A rear yard of the following prescribed depth is required; not less than twenty-five percent (25%) of the depth of the lot, with a minimum required depth of fifty (50) feet for the main building and ten (10) feet for accessory buildings.

(c) Front Yard: A front yard of the following is required: All lots of Blocks 1 and 2 of not less than 50 feet, all lots of Block 3 of not less than 60 feet, all lots of Block 4, of not less than 60 feet, all lots of Block 5, of not less than 60 feet; lots 1 thru 21, Block 6, of not less than 60 feet; lots 22 thru 31, Block 6 of not less than 100 feet; lots 32 thru 48, Block 6, of not less than 60 feet; Lot 49, Block 6, of not less than 80 feet; lot 50, Block 6, not less than 100 feet, lots 51 and 52, Block 6, of not less than 220 feet; lot 53, Block 6, of not less than 150 feet; lots 54 thru 59, Block 6, of not less than 70 feet, lot 60, Block 6, of not less than 50 feet; lots 61 thru 63, Block 6, of not less than 70 feet; lots 64 thru 66, Block 6, of not less than 200 feet; and Lots 67 thru 71, Block 6, of not less than 100 feet.

(d) Lot Coverage by Buildings: Not more than twenty-five percent (25%) of the area of the lot shall be covered by the main and accessory buildings.

(e) Corner Lots: The set backs for corner lots of the following prescribed setbacks are required: The side yard shall not be less than one-half (1/2) the distance of the front yard setback. This provision shall not

apply to Lots 51, 52, 53, 64, 65 and 66 of Block 6, where a minimum of a twenty (20) foot sideyard shall be required.

Section 3. Structures in Yards and Courts. Accessory structures are not permitted in the front yard setback and must be compatible with the main structure. The height of such building shall be limited to fifteen (15) feet. Sills, belt courses, cornices, buttresses, and eaves may project not more than three (3) feet over or into any required side yard or court. No fence or closely grown hedge shall be more than six (6) feet in height in any rear yard, or side yard, provided further that no fence or hedge in any yard of a corner lot within twenty (20) feet of the corner of such lot that is at the street intersection shall be higher than three (3) feet above the level of the road. No fence shall extend beyond the front building setback.

Section 4. Building Codes. Buildings regulated by this document shall be designed and constructed to comply with the requirements of the "One and Two Family Dwelling Code, 1979 edition", promulgated jointly by the International Conference of Building Officials; the Building Officials and Code Administrators International, Inc., and the Southern Building Code Congress International, Inc. This requirement is not deemed to exclude other local and state requirements. Only licensed plumbers and electricians shall work within the development.

Section 5. Dwelling Size. No building shall be constructed on any lot or portion thereof that is less than 1150 square feet or less than fifty (50) feet in width. The floor area of a one (1) story dwelling shall not be less than 1150 square feet; one and a half (1-1/2) story dwelling shall not be less than 1700 square feet; split level dwellings shall not be less than 1900 square feet and two (2) story dwellings shall not be less than 2000 square feet.

Section 6. Water and Sewer. Water and sewer systems shall be subject to the approval of engineers selected by the developers and must meet all minimum standards of the federal, state and City of Fargo governments.

Section 7. Natural Growth. The natural growth in said subdivision shall not be destroyed or removed except as approved in writing by the developer or assignee hereinafter named. In the event such growth is removed, except as stated above, the developer may require the replacement of the same with the cost borne by the lot owner. Developer or his assigns shall have the right of first refusal to salvage or transplant the natural growth.

Section 8. Solar Collectors. The use of solar energy collectors for the purpose of providing heating and/or cooling is a permitted use as a part of the main building or incidental to a group of buildings in the nearby vicinity, all subject, however, to Article VI of this Declaration regarding approval by the Architectural Control Board.

Section 9. Flood Protection. Any buildings or structures constructed on any lot that has an elevation of 891.5 or less, must be constructed according to the "Flood Proofing Code of the City of Fargo, North Dakota, 1975."

Section 10. Nuisances.

(a) No lot shall be used in whole or in part for the storage of trash or rubbish.

(b) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not bred for commercial purposes.

(c) No noxious or offensive trade or activity shall be carried on upon any residential lot that may become an annoyance to the neighborhood.

(d) No building or structure may be moved in on any lot of said subdivision.

(e) No derrick or other structure designed for oil or gas boring shall be erected, placed or permitted on any lot of said subdivision.

(f) No elevated tanks of any kind shall be erected, placed or permitted on any lot, except that which is used in conjunction with the installation of utilities and permitted by the developer.

(g) Only one sign not exceeding six (6) square feet and pertaining only to the sale of a building or premises on which said sign is located and only one name plate not exceeding three (3) square feet shall be permitted.

(h) Mail and newspaper boxes shall be provided by owner as specified by the developer.

(i) All exteriors of dwellings including yards, shall be substantially completed six (6) months after the completion of the foundation.

(j) Natural growth yards are limited to wooded lots, 7 thru 71, Block 6 and lots 1thru 4, 19 thru 27, Block 5.

(k) Wind generators are permitted by Special Use only.

Section 11. Maintenance of Property. To the extent that exterior maintenance is not provided for in a Supplementary Declaration, each Owner shall keep all Lots owned by him and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all tress and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon, as provided herein, the

Association, after notice to the Owner as provided in the By-Laws and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Lot.

Section 12. Utility Easements. A perpetual easement is reserved and dedicated over and across the front, back and sides of each and every lot for installation and maintenance of utilities including electricity, water, telephone and sanitation sewer.

Section 13. Drainage Easements. A perpetual easement is reserved and dedicated ten (10) feet along each side of Lots 9 and 10, Lots 32 and 33, Lots 47 and 48 and Lot 59 all in Block 6 of the property described in Exhibit A for the purpose of storm drains. Should the Developer deem is necessary that additional storm drainage be available the Developer reserves the right to reserve easements for such purposes in deeds to property other than that described in this section 13.

Section 14. Trees and Shrubs. No trees, shrubs or other natural growth shall be removed from the area constituting the rear fifteen (15) feet of all lots in Blocks K4 and 5 and the real thirty (30) feet of all lots in Block 1, 2 and 3 of the property described in Exhibit A; said area being for the purpose of providing a natural landscaping feature. In the event natural trees or shrubs extend beyond such area this prohibition is deemed to extend to that distance unless such permission for removal is obtained from the Architectural Review Board.

A perpetual easement is also reserved for the benefit of Highland Park Community Services Association, Inc. granting unto such Association a perpetual easement over the front

ten (10) feet of all the lots in Highland Park situated in Cass County, State of North Dakota for the purposes of landscaping said area. All landscaping within such ten (10) foot area shall be at the sole discretion, supervision and maintenance of the Association.

Section 15. Developer's Easement to Correct Drainage. For a period of five (5) years from the date of conveyance of the first Lot in a Parcel, the Developer reserves a blanket easement and right on, over and under the ground within that Parcel to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonable necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

## ARTICLE VIII

## GENERAL PROVISIONS

Section 1. Water Service. Water service shall be provided by Highland Park Community Service Association, Inc., said Association acquiring the water supply through bulk purchases and distributing such water supply to the individual owners. The individual owners will be billed monthly for such water service and failure to promptly remit the charges for such water service shall entitle the Association to the same enforcement rights as provided in Article V, Section 6 pertaining to assessments.

Section 2. Annexation. In the event that Highland Park Subdivision is annexed by the City of Fargo, all rights and provisions provided by the laws of North Dakota shall extend to all property owners in subdivision.

Section 3. Severability. Invalidation of any one of these covenants by judgment or court order shall in noways affect any of the other provisions which shall remain in full force and effect.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 5. Amendment. This Declaration may be amended at any time by an instrument signed by the Class B Member and by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

Section 6. Enforcement. The Association, any Owner or the Developer shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of Supplementary Declarations. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7. Limitations. As long as there is a Class B membership, the Association may not use its resources or take a public position in opposition to the General Plan of Development or to changes thereto proposed by the Developer. Nothing in this section shall be construed to limit the rights of the members acting as individuals or in affiliation with other members or groups.

IN WITNESS WHEREOF, McCormick, Inc. has caused this declaration to be executed in its name by its officer duly authorized with the corporate seal affixed on the day and year first above written.

McCORMICK, INC.

By _____
J. L. McCormick