

DECLARATION OF RESTRICTIVE COVENANTS
OF
HARVEST GROVE FOURTH SUBDIVISION

This Declaration is made this 30th day of October 2007, by Cavalier Homes Inc., the Owners and Developers of Harvest Grove Fourth Subdivision, Block 1, Lots 1,2; Block 2, Lots 1,2,3,4,5,6,7,8,9,10,11,12,13; Block 3, Lots 1,2,3,4,5,6,7,8,9; Block 4, Lots 1,2,3,4; and Block 5, Lot 1 located in Part of the West ½ of Section 33, Township 140 North, Range 80 West.

WHEREAS, the above parties are the owners and developers of all of the above described property platted into a rural residential subdivision known as Harvest Grove Fourth Subdivision, and

WHEREAS, said parties wish to prescribe and declare said property subject to certain covenants, restrictions and conditions as hereinafter set forth, said covenants, to apply to and become a part of every conveyance or deed to said property, or any part thereof, the same as though fully incorporated in any such deed or conveyance thereto; and

WHEREAS, all said restrictions and conditions shall be covenants running with the land, binding upon the heirs, executors, administrator, and assigns of any person to whom said land, situated in said subdivision, may be conveyed; and

WHEREAS, any violation or attempt to violate, or omission to perform any of the conditions and restrictions as hereinafter set forth shall entitle, and it shall be lawful for, any person owning real estate in said subdivision, subject to the same restrictions or conditions in respect to which the default is made, to institute and prosecute appropriate proceedings at law and equity, for the wrong done or attempted; and

WHEREAS, the owner, Cavalier Homes, Inc., reserves to itself, at any time, the right to revoke all or any of these covenants, restrictions and conditions as follows:

1. All property located in said Harvest Grove Fourth Subdivision shall be used for residential purposes only, and no building shall be erected thereon except for residential purposes, or for such other accessory buildings as may be permitted by these restrictive covenants.

2. All building construction shall be of new material and no building shall be erected or substantially altered until the construction plans and specifications have been approved by the architectural review committee. No house or structure of any kind shall be moved into the development. All homes must have a double stall attached garage as a minimum. No fence or outbuildings of any kind shall be erected, placed or altered unless approved by architectural review committee.

3. Approval of all plans and specifications shall be obtained from one of the members of the architectural review committee consisting of two persons, designated as follows: Matthew J. Geiger and Thomas L. Kunz, their heirs, successors, assigns or designated agents.

4. The architectural review committee shall have the final say on any and all disputes in the subdivision. The architectural review committee shall have the right to make any changes, at any time, without notice, to the terms, conditions and covenants contained herein.

6. Neither the architectural review committee or Cavalier Homes Inc., its heirs, successors, assigns or designated agents shall be responsible in any way for any defects in any plans and specifications submitted, revised, or approved, in accordance with the foregoing provisions, or for any structure or other defects in any work done according to such plans and specifications.

7. No more than single family occupancy shall be permitted to exist on a permanent basis on any residential building plot, except that this provision shall not exclude from the residence with the principal occupant any person who shall share as members of the principal occupancy

family in the commune living arrangements and otherwise maintain a common home with the principal occupancy. No lots shall be subdivided during the duration of these covenants.

8. No building or structure of any kind shall be located on any residential building lot less than forty feet from the front lot line, and no less than forty feet from the side street line. The side yard reserve setback for construction purposes shall not be less than fifteen feet from said lot boundary. No building can be placed on any lot until a permanent residence is constructed. All out buildings must be compatible with the main structure in design and color.

9. No trailer nor other portable or mobile structure, nor basement, tent, garage, or any other structure except a bonafide residential structure erected in the tract may at any time be used as a residence (temporarily or permanently) except the guests utilizing trailer units may be allowed to reside in such a trailer and keep such a trailer on the residence lot owned or occupied by their host for a period not to exceed thirty (30) days of any year, provided such occupancy does not involve the creation of refuse on said promises, or creation of unusual noises or odors, otherwise continues a nuisance, and provided further that no connection may be permitted of trailer facilities to the water and sewer system, except for sellers and developers sales or construction offices.

10. No fence or wall shall be erected, placed or altered, on any lot closer than the minimum building set back as set forth above. No barbwire fencing allowed.

11. The parking of horse trailers, campers, boats, buses, trucks of over one-ton capacity, automobiles which are temporarily disabled, is allowed only in rear of yards. Old or disabled, wrecked or unsightly vehicles will not be allowed to be parked on any lot in this subdivision. No lot owner can store any items on their lot/lots until a permanent residence is built.

12. No dumping of trash, garbage, old lumber or unsightly materials is allowed on any lots. All trash, garbage, or other waste shall be kept in sanitary containers. The grounds and structure must be kept in a neat and attractive condition and may not be permitted to fall in disrepair. An appropriate storage area shall be provided for any and all equipment, tools, vehicles, garbage or miscellaneous items kept on the premises.

13. 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 kept, bred or maintained for a commercial purpose. Maintaining not more than two dogs and/or two cats for breeding purposes at one time shall not be considered for commercial purposes. Horses, cattle, and other livestock are specifically prohibited.

14. No one owning or occupying any portion of the premise above described shall create, permit, or maintain any nuisance on the premise including but not limited to unsightly signs, refuse piles, unkept yards, unsightly fences, landscaping and exterior paint color. Furthermore, no offensive trade or activity shall be carried out upon any lot, nor shall anything be done thereon which may be or become any annoyance or a nuisance to the neighborhood.

15. Easements for the installation and maintenance of utilities and drainage facilities are reserved. Within these easements no structures, plantings, or other materials 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 of the flow of drainage. 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 is responsible. A perpetual easement for ingress and egress with the right to install and maintain or repair facilities shall always be maintained for the telephone, electric, gas and other utility lines.

16. All aboveground telephone distribution services lines and all aboveground electric light and power distribution service lines shall be prohibited, except during emergencies or repair.

17. No signs of any kind shall be displayed to the public view on any lot except professional signs used by a builder or real estate agent to advertise the property.

18. The term of these covenants shall be thirty (30) years from the date of filing, and unless otherwise terminated shall automatically extend for an additional ten-year term.

19. Invalidation or rescission of any one of these covenants or restrictions through judgment or court order, or stipulation of the lot Architectural committee owners, shall in no way affect any of the other covenants and restrictions herein contained, and the same shall remain in full force and effect under the terms set forth herein

IN WITNESS WHEREOF, the owners have set their hands the day and year first above written

Matthew J. Geiger

Thomas L. Kunz

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

On this 30th day of October, before me personally
Appeared _____, known to me to be the person described in and who executed
the foregoing COVENANTS AND RESTRICTIONS, and they acknowledged to me that they executed the
same.

Notary Public
My commission expires: _____