

HORIZON SHORES NINTH ADDITION
SUMMARY OF RESTRICTIVE COVENANTS

PROffutt Limited Partnership provides the following for your convenience only, and this summary document should not be relied on by you, a potential lot purchaser, as complete. REVIEW THE DEDICATION AND RESTRICTIVE COVENANTS THAT HAVE BEEN PROVIDED TO YOU IN YOUR BUYER'S PACKET. The Restrictive Covenants, detailed below, have been developed to ensure the lasting integrity of the entire development and to ensure that the homes in Horizon Shores Ninth Addition are built with consistent quality to preserve their lasting value. We also employ the use of architectural review for all homes in Horizon Shores Ninth Addition. These guidelines protect both present and future homeowners. It is our hope that by establishing and enforcing the restrictive covenants, homeowners in Horizon Shores Ninth Addition can depend upon a home quality that is consistent and long lasting; and neighborhoods that are clean, safe, and enjoyable to live in.

DWELLING QUALITY AND SIZE. All houses shall meet the following, minimum, square footage requirements:

SINGLE FAMILY

Split Level and Bi-level-	Not less than 1,140 square feet;
Single Level-	Not less than 1,400 square feet;
Two Story-	Not less than 980 square feet on the main floor.

TWIN HOME

Not Allowed

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS, AND EASEMENTS
HORIZON SHORES NINTH ADDITION TO THE CITY OF MOORHEAD**

PROffutt Limited Partnership, a Minnesota limited partnership, (“DECLARANT”) hereby makes this DECLARATION on this 6th day of October, 2015.

BACKGROUND

Declarant is the Owner of certain property in the City of Moorhead, County of Clay, and State of Minnesota, which is more particularly described as the HORIZON SHORES NINTH ADDITION TO THE CITY OF MOORHEAD.

Declarant has caused the Plat of Horizon Shores Ninth Addition to be recorded on September 22nd, 2015, as Document No. 749689 in the Office of the County Recorder of Clay County, Minnesota, subdividing the above-described real estate. Declarant will convey the parcels of real estate comprising said addition subject to certain protective covenants, conditions, restrictions, reservations, and easements as hereinafter set forth.

DECLARATION

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

ARTICLE I. DEFINITIONS

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

“Declarant” shall mean and refer to PROffutt Limited Partnership, a Minnesota limited partnership, their successors and assigns, if any successors or assigns should acquire a majority of the undeveloped Lots for the purpose of development.

Section 5.

“Horizon Shores Ninth Addition” shall mean all lots contained within Horizon Shores Ninth Addition to the City of Moorhead, Clay County, Minnesota.

ARTICLE II. ARCHITECTURAL CONTROL

Section 1. Horizon Shores Ninth Addition Architectural Review Committee.

The Horizon Shores Ninth Addition Architectural Review Committee (“Review Committee”) is hereby established, which shall be comprised of the Declarant until such time as residences have been constructed and completed on all of the Properties or until such time as the Declarant decides to divest itself of responsibility for architectural control. When such control is relinquished, the responsibility shall be vested in a committee comprised of three Owners, who shall be elected by all Lot Owners in the subdivision. The elected Committee shall, at that time, adopt a meeting schedule and rules of operation.

Section 2. Procedure for Submission of Plans and Specifications.

Two (2) copies of plans (for which receipt must be acknowledged in writing) shall be submitted to the Review Committee. In no event is the Review Committee required to return such plans. Approval or disapproval of the plans shall be made in writing within ten (10) business days after the receipt of a complete set of plans as hereinafter defined. In the event the Review Committee fails to approve or disapprove of the complete set of plans and related documents within ten (10) business days, said plans shall be considered approved. Approval shall not be arbitrarily withheld or delayed, it being the intention of the Review Committee to grant or withhold approval for the purpose of establishing a quality, restricted residential district, free from objectionable or value-destroying features and in conformity with the governing zoning codes, building codes and other applicable regulations then in force. In accordance with the above, the Review Committee shall have complete authority to grant variances from literal compliance with these Restrictive Covenants.

Section 3. General Requirements.

A. The construction, placement or maintenance of buildings, fences, mailboxes, drives, sidewalks, walls, pools, play equipment, other structures of any kind or nature, and landscaping shall be subject to architectural control. The review standards are divided into the construction and post-construction phases as provided herein. No building, fence, mailbox, drive, sidewalk, walk or other structure shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made, nor shall any landscaping be performed until the plans and specifications showing the nature, kind, shape, height, materials, workmanship, and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography by the Review Committee.

B. Plans submitted for approval shall include the following:

1. House plans, including:
 - I. floor plans
 - II. building elevations
 - III. construction materials and specifications

2. Site plans, which indicate:
 - I. building land coverage and location which must also conform to the standards of lot zoning
 - II. location, size and surface type of all drives
 - III. location and type of all exterior lights
 - IV. general site grading plan including existing and proposed contours
 - V. landscaping plans

3. Accessory Structures, which include:
 - I. pools and pool houses
 - II. storage and utility buildings
 - III. gazebos
 - IV. additional garage structures

4. Any and all solar heating devices, whether installed at the time of erection of a dwelling or thereafter, must be approved by the Review Committee pursuant to the procedures described in this Article.

Section 4. General Standards.

A. All residences shall meet the following minimum square footage requirements:

SINGLE FAMILY

Split Level and Bi-level-	Not less than 1,140 square feet;
Single Level-	Not less than 1,400 square feet;
Two Story-	Not less than 980 square feet on the main floor.

TWIN HOME

Not Allowed

In the case of a one-story or two-story structure, the floor area described above is exclusive of any basement area. In all cases, the floor area described above is

exclusive of the garage, open porch spaces. The Review Committee may grant a reduction in the square footage with respect to any of the above Lots at any time. Any reduction shall be evidenced by a written certificate of variance issued by the Review Committee.

B. Siding shall be of appropriate material for the house style. Bright and obtrusive colors shall be prohibited.

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

D. No building shall be moved onto any lot, unless the Review Committee grants permission in writing.

E. Homes of earth-sheltered design shall not be permitted.

Section 5. Construction Phase Standards.

A. Siting the House

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

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

B. Site Design

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

2. Public Sidewalks. In the event a lot owner desires to construct a public sidewalk, such sidewalk shall be first reviewed and approved in writing by the Review Committee, and in any event, constructed in a uniform manner in compliance with the applicable standards of the City of Moorhead.

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

4. Fences. No fencing shall be permitted on any lots within the development without the express written consent from the developer prior to any construction or installation of any fencing material. If any fencing is approved, it would most likely be made from natural wood or metal (excluding chain-link) and in any event be no more than six feet high. In the event fencing material is utilized on lot lines connected to fenced lot lines bordering bike trail easement or City property, the last 25' of the higher fence shall be tapered to dip to the height of any shorter fencing. Privacy fencing in side yards may be permitted, adjacent to decks and patios, as long as the fencing does not interfere with the view corridors from adjacent lots.

Any fencing shall be maintained in a good condition by the lot owner and in a condition maintaining its original appearance. No fencing shall be stained or painted without the express written consent from the Developer prior to doing so, which it may do in its sole discretion. Chain-link fences are prohibited.

5. Lawns. Sod shall be placed in all front-yards and side-yards where grass growth is intended. The remainder of the yard may be sodded or seeded in a manner, which will produce sufficient vigorous grass growth, which provides the same appearance and growth character as the sod placed. Seeding of front-yards or side-yards may be allowed if an automatic underground sprinkler system is installed prior to seeding and is operable with such seeding to be done by a professional landscaper. All

Lots shall be sodded and/or seeded prior to occupancy of the house with grasses indigenous to this area. Any boulevard trees shall be watered and maintained by the lot owner. If a tree should die, it shall be the sole responsibility of the lot owner to replace the tree as soon thereafter as is possible with a like variety of tree.

6. Landscape Materials. All landscape materials used shall be hardy and appropriate to the area and use on the site.

7. Construction Time and Requirements. Construction of all primary structures shall be substantially completed within twelve (12) months after issuance of any building permit for the structure. Landscaping shall be completed as soon as weather permits following substantial completion of the primary structure. No outside storage of building materials shall be permitted on any Lot after the twelve (12) month construction period. No such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion within the time prescribed herein, is in compliance with applicable federal, state and local laws and ordinances and any rules and regulations adopted pursuant thereto, and conforms to usual construction practices in the area. No construction activity shall be carried on in such a way as to create a health hazard or unreasonably interfere with the use and enjoyment by any Lot Owner or the Owner's family. Construction of improvements on any Lot must commence within twenty-four (24) months of conveyance of the Lot by Declarant. In the event construction of improvements does not commence within this time frame, the Declarant will have the option to purchase the lot(s) back from the Owner upon payment to the Owner of ninety (90%) percent of the price originally paid to Declarant for the lot.

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

distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of site-lines.

9. Assessments For Clean-Up/Maintenance. The Declarant, its successors, and assigns, reserves the right to access individual lot owners, from time to time, regarding mowing or clean-up expenses incurred by PROffutt Limited Partnership on any Lot.

10. Appearance During Construction. All lots are to be kept clean during construction. All garbage is to be stored out of sight or disposed of in garbage dumpsters on a daily basis. No garbage/trash burning will be permitted. All contractors, subcontractors, and homeowners shall abide by all Federal, State, County, and local laws regarding stormwater runoff prevention and shall submit such applications, receive appropriate permits, and submit copies of such permits prior to any commencement of any construction or improvements on the lot.

The Declarant, its successors and assigns also reserves the right to establish a non-profit association as further set forth in Article V, Section 2 of these covenants, which association shall have the right to assess individual lot owners expenses set forth in Article II, Section 5, B (9) of these covenants.

Section 6. Post-Construction Phase Standards.

A. House and Structures.

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

B. Exterior Maintenance.

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

ARTICLE III. USE RESTRICTIONS

Section 1. Land Use and Building Type.

All of the property to which these covenants apply shall be limited to residential use. No lot owner shall be permitted to change the status of the property zoning or change any platted property lines, unless the change is required by a Governmental body and is of a similar use. No uses allowed in residential areas as conditional uses shall be permitted (i.e. daycare centers).

Section 2. Building Setback.

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

Section 3. Utilities.

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

Section 4. Easements.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the final recorded Plat of Horizon Shores Ninth Addition. Within these easements, no structures, plantings, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or rate of flow of drainage channels or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. No utilities shall be placed on

the boundary line of the easement as shown on the Plat on record in the Office of the Recorder, Clay County, Minnesota.

All claims for damages, if any, arising out of the construction, maintenance, and repair of the utilities or any account of temporary or other inconvenience caused thereby against the Declarant or any utility company or municipality or any of its agents or servants are waived by the Owners. Declarant reserves the right to change, lay out new or discontinue any street, avenue, or way shown on the Plat of Horizon Shores Ninth Addition, which is not necessary for ingress or egress to and from a Lot, subject to the approval of the appropriate governing authority of the City of Moorhead, if such approval is required.

Section 5. Drainage Control.

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

Section 6. Oil and Mining Operations.

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

Section 7. Antennae.

There shall be no freestanding antennae and any antennae attached to a roof shall not be more than three feet high above the highest point of the roof, shall be located on the backside of the roof, and must be approved by the Review Committee.

Section 8. Satellite Dish.

There shall be no ground-based installation of satellite dishes or antennae of any sort. Roof or house-mounted satellite dishes shall be installed unobtrusively only on the side or rear of the house and shall not extend more than three feet to the side or above the roofline at the point of installation. No satellite dish of more than 36 inches in diameter shall be installed or permitted on any Lot. The above shall be approved in writing by the Review Committee prior to any installation.

Section 9. Lot Subdivision.

No Lot shall be subdivided into smaller Lots or areas other than as originally platted, except this restriction shall not prevent a Lot from being divided for the purpose of adding it to an adjacent Lot or portion thereof.

Section 10. Signs.

No signs of any kind shall be displayed to the public except one (1) professional sign of not more than six square feet advertising the property for sale, except that, builder's signs may be displayed during the construction phase and permanent signs for the development may be erected at the entrances of Horizon Shores Ninth Addition. No signs or advertising for "in-home" businesses shall be posted on any structure or on or about the property. This paragraph shall not pertain to the Declarant.

Section 11. Nuisances.

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

Section 12. Animals.

No animals, livestock, poultry, or insects shall be raised, bred or kept on any Lot except for dogs, cats and other common household pets, provided they are not kept, bred or maintained for commercial purposes.

Section 13. Disposal of Garbage and Refuse.

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

Section 14. Tanks.

No ground or elevated tanks of any kind except for 20# propane/butane tanks approved for gas grills or the like, shall be allowed on the Properties.

Section 15. Temporary Residences.

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

Section 16. Occupancy.

No private dwelling house erected upon any Lot shall be occupied in any manner while in the course of construction nor at any time prior to full completion. Nor shall any residence, when completed, in any manner be occupied until made to comply with the approved plans and all covenants, conditions, reservations and restrictions herein set forth. No lot owner shall lease nor allow its residence to be leased for a period longer than twelve (12) months within any thirty-six (36) month period. The intent of this paragraph is that residences are to be owner-occupied except in the case of extraordinary circumstances.

Section 17. Vehicles and Outside Storage.

There shall be no outside storage of trailers, motorhomes, snowmobiles, unlicensed vehicles, watercraft, trucks, buses, racecars, fireplace wood in a quantity greater than one (1) chord, construction materials or any item deemed a nuisance to the neighborhood shall be allowed on any lot to which these covenants apply or any public right-of-way within such development for a period of more than seven (7) days out of any forty-five (45) day period, other than during initial construction of the dwelling.

Section 18. Basement Dwellings.

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

Section 19. No Hazardous Activities.

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

Section 20. Mortgages.

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

Section 21. Basketball Backboards and Hoops.

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

expense of the Lot Owner shall be permitted. Portable backboards and hoops are also permitted.

Section 22. Clothesline.

Non-retractable clotheslines or other exterior clothes-drying apparatus are prohibited.

Section 23. Letter and Delivery Boxes.

The Declarant shall determine the location, color, size, design, lettering and all other particulars of all mail or delivery boxes, standards, brackets, and name signs for such boxes.

Failure of the Declarant to make the aforesaid determination shall not constitute a waiver of the right of the Declarant to make such determination with respect to any lot in the future including the revision of mail or paper delivery boxes not previously approved by the Declarant. No delivery boxes shall be permitted on any Lot or abutting such Lot without the written authorization of the Declarant.

ARTICLE IV. GENERAL PROVISIONS

Section 1. Enforcement.

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

Section 2. Right to Enforce.

The restrictions set forth shall run with the land and bind the present Owner or Owners, their heirs, executors, administrators, successors and assigns and all parties claiming by, through or under them, shall hold and hereby agree and covenant with the Owners of said Lots, their heirs, executors, administrators, successors and assigns and with each of them, to conform to and observe said restrictions as to the use of said Lots hereby restricted and the construction of improvements thereon. No restriction, however, shall be personally binding on any person except in respect to breaches

committed during their ownership of the particular property upon which such violations occurred. For any violation of the restrictions herein set forth, the Owner or Owners of any Lots shall have the right to use for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce legal action for damages against the offender only. Failure of the Declarant or the Owner of any Lot or Lots to enforce any of the restrictions herein set forth at the time of violation shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability.

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

Section 4. Dedicated Right.

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

Section 5. Term of Declaration.

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

Section 6. Amending the Declaration.

The Declarant may amend this Declaration of covenants, conditions, restrictions, reservations, and easements until they divest themselves of the responsibility for architectural control. After that time, this Declaration may be amended by an instrument

signed by the Owners of not less than eighty (80%) percent of the Lots. Any instrument amending, modifying or canceling this Declaration must be properly filed and recorded before it shall be effective.

ARTICLE V. DECLARANT RIGHTS

Section 1. Enforcement Of Covenants. The Declarant, its successors and assigns, shall have the right to grant and convey all of its rights to enforce these covenants, conditions, reservations and restrictions to such Review Committee or other entity as may be organized or established for such purpose at such time as in the sole judgment of the Declarant such entity is able to enforce the restrictions herein contained.

Section 2. Development Assessments. The Declarant, its successors and assigns, shall have the right to itself or the right to establish a non-profit association and to require individual lot owners to become a member of such a community association, which may assess annual general assessments or charges, and special assessments, in part, to promote the improvement, maintenance, and operation of the signage, mailboxes, common areas, parks, perimeter landscape, perimeter fencing, and entrance to the Properties. Each lot, whether improved or unimproved, shall be assessed at a uniform rate based on the number of residential units existing on the lot. For example, a lot containing ten residential units will be charged an assessment equal to ten times the assessment to a lot containing one residential unit. The above notwithstanding, if a residential unit is situated upon more than one lot, the two or more lots upon which the residential unit is situated shall be assessed according to the actual number of individual lots for purposes of this paragraph.

Section 3. Enforcement Of Lien. All delinquent assessments, together with interest thereon (at an interest rate equal to that rate charged by the Clay County Treasurer for delinquent taxes), 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. If the Declarant, its successors or assigns elects to claim a lien for non-payment of

assessments, it may do so by the recordation of a duly executed and acknowledged original writing setting forth such information as may be required by the Recorder of Clay County, Minnesota. Any such lien may be foreclosed by appropriate action in Court or in the manner provided by law for the foreclosure of real estate mortgages pursuant to the statutes of the State of Minnesota. 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 Declarant, being the Owners of Horizon Shores Ninth Addition to the City of Moorhead, Minnesota, hereby impose and consent to the foregoing Declaration of Covenants, Conditions, Restrictions, Reservations, and Easements and subject our interests thereto.

PROffutt Limited Partnership

By: RDO Family, LLC, General Partner

By: _____
F. Scott Neal, President of RDO Family, LLC

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this _____ day of October, 2015, before me, a notary public, in and for said County and State, personally appeared F. Scott Neal, as President of RDO Family, LLC, General Partner of PROffutt Limited Partnership, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that such limited liability company executed the same.

(Notarial Stamp or Seal)

Notary Public

This Instrument Was Drafted by:

PROffutt Limited Partnership
P.O. Box 7160
Fargo, ND 58106-7160