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NEW HAVEN OF REILE'S ACRES FOURTH ADDITION

DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, LIENS AND CHARGES

THIS DECLARATION made this 12th day of October, 2026 by New Haven Investments LLC, hereinafter referred to as "Developer," who desires to provide for the preservation of the values and amenities of the property described in Article II of this Declaration, hereinafter called the "Property." To this end, the Property is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges set forth in this Declaration, each and all of which is and are for the benefit of the Property and each Owner. This Declaration shall run with the land and be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof, and shall insure to the benefit of each Owner thereof.

NOW, THEREFORE, Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, reservations, easements, liens and charges (sometimes referred to as "covenants and restrictions") set forth in this Declaration.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

1. "Senior Living Overlay Zone Lot" (SLOZ) shall mean and refer to Lots 11-32 of Block 1 and Lots 1-6 of Block 2 of the Property with legal description: NEW HAVEN OF REILE'S ACRES 4TH ADDN LT 1 BLK 1 (Replatted per Plat Doc#1749852 from parcels 76-0700-00080-000 through 76-0700-00340-000). These lots are subject to standards and restrictions as determined by Section 6.0602C in the Reile's Acres zoning code.

2. "Architectural Control" shall mean the ordinances regulating the construction and design of buildings within the Property.

3. "Declaration" shall mean the covenants, conditions, reservations, restrictions and easements as set forth in this Declaration, as may from time to time be amended.

4. "Developer" shall mean and refer to New Haven Investments LLC, and its successors and assigns, if any successors or assigns shall acquire a majority of the undeveloped acreage of the Property, including but not limited to undeveloped Lots, for the purpose of development.

5. "Lot" shall mean and refer to any plot of land shown upon any recorded Plat or Re-Plat of the Property or property added by way of a Subsequent Declaration. 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.

6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract for deed buyers, but excluding those having an interest merely as security for the performance of an obligation, such as mortgagees or contract for deed sellers. Those having a right to purchase under an option or purchase agreement are not considered Owners.

7. "Property" shall mean that real property described more specifically in Article II of this Declaration.

8. "Residential Lot" shall mean and refer to all other Lots within the Property not specifically defined as an Senior Living Overlay Zone (SLOZ) Lot.

9. "Subsequent Declaration" shall mean the covenants, conditions, reservations, restrictions and easements as set forth in any Declaration that will be recorded against any re-plat of the Property, which will set forth specific covenants, conditions, reservations, restrictions and easements that will apply to certain Lots as set forth in the Subsequent Declaration. Any Subsequent Declaration will add supplemental covenants and restrictions but will not replace this Declaration.

10. "Street-facing side" shall mean any Lot perimeter that abuts or faces the street other than the Lot perimeter adjacent to the front of the primary dwelling.

11. "Structure" is anything constructed or erected which requires location on the ground or attached to something having location on the ground, including signs and billboards, but not including fences or walls used as fences.

12. "Use" is the purpose for which land or a building is arranged, designed or intended or for which either land or a building is or may be occupied or maintained.

13. "Variance" means the relaxation of the terms of the covenants, conditions, reservations, restrictions and easements as set forth in any Declaration where the literal enforcement of this code would create an undue hardship, but it is not contrary to the purposes of this Declaration and any Subsequent Declaration.

14. "Yard" is an open space other than a court, on a Lot, unoccupied and unobstructed from the ground upward, except as otherwise provided in this chapter.

15. "Yard, Front" is an open unoccupied space on the same Lot with a main building, extending the full width of the Lot and situated between the street line and the front line of the building projected to the side lines of the Lot.

16. "Yard, Rear" is an open unoccupied space on the same Lot with the building between the rear line of the building and the rear line of the Lot and extending the full width of the Lot.

17. "Yard, Side" is an open unoccupied space on the same Lot with the building situated between the building and the sideline of the Lot and extending from the front yard to the rear yard. Any lot line not a rear line or a front line shall be deemed a lot line.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

The Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is legally described as follows:

A REPLAT OF LOT 1 BLOCK 1 OF NEW HAVEN OF REILE'S ACRES 2ND ADDITION TO THE CITY OF REILE'S ACRES, CASS COUNTY, NORTH DAKOTA

(Hereinafter referred to as "Property".)

Portions of the Property that 1) have been or will be dedicated to the public, whether for park space, right-of-way or other uses, or 2) will be conveyed by the Developer as green space or landscaped areas shall not be subject to this Declaration

to the extent the intended use of the dedicated or conveyed property is inconsistent with this Declaration.

The Property consists of the second phase of multi-phased development consisting of forty-two (42) Lots. It is intended that this Declaration, as amended from time to time, shall apply to the Property, and that any Subsequent Declaration recorded against a portion of the Property will add that portion of Property Addition to this Declaration, and this Declaration will govern the use of said portion by way of the Subsequent Declaration. The Subsequent Declaration shall also provide supplemental covenants and restrictions that will govern the use of the Lots specified within the Subsequent Declaration.

Generally, and without limiting the terms of this Declaration or any Subsequent Declaration, this Declaration is intended to create a Review Committee for the Property and all property added to this Declaration by way of a Subsequent Declaration, provide governance for the process of obtaining Review Committee approval for the Property and all property added to this Declaration by way of a Subsequent Declaration, provide general architectural control provisions that govern all of the Property and all property added to this Declaration by way of a Subsequent Declaration, provide construction requirements for all of the Property and all property added to this Declaration by way of a Subsequent Declaration, provide general enforcement provisions relating to all of the Property and all property added to this Declaration by way of a Subsequent Declaration, and to provide certain Architectural Control provisions that only apply to the Lots platted by the New Haven of Reile's Acres Plat. Any Subsequent Declaration shall supplement this Declaration by providing architectural control provisions that apply to the lots described in the Subsequent Declaration.

If any conflict exists between the terms of this Declaration and any Subsequent Declaration, this Declaration shall govern.

ARTICLE III
ARCHITECTURAL CONTROL

1. NEW HAVEN OF REILE'S ACRES ARCHITECTURAL REVIEW COMMITTEE. There is hereby established the New Haven of Reile's Acres Architectural Review Committee ("Review Committee") for the Property which shall be composed of the Developer until the time the Developer decides to divest itself of responsibility for Architectural Control. When such control is relinquished, the responsibility shall be vested in a committee composed by the City. The committee shall, at that time, adopt a meeting schedule and rules of operation. It shall be conclusively presumed that the Developer has not divested itself of responsibility for Architectural Control unless there is a sworn affidavit of record stating that said factual circumstances exists.

2. PROCEDURE FOR SUBMISSION OF PLANS AND SPECIFICATIONS. Architectural and construction plans (for which receipt must be acknowledged in writing) will be submitted to the Review Committee. Approval or disapproval of those plans will be made in writing within fourteen (14) days after the receipt of those plans. In the event the Review Committee fails to approve or disapprove of the plans and related documents within this fourteen (14) day period, approval will not be required and the related covenants shall be deemed to have been met. Approval shall not be arbitrarily withheld or delayed, it being the intention of the Review Committee to grant or withhold the 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.

3. ARCHITECTURAL CONTROL. No building, fence, wall, landscaping feature, pool, play structure, driveway, sidewalk or any other structure shall be commenced, erected or maintained on the Lots, nor shall any exterior addition to or change or alteration thereto be made to any buildings on the Lots until the plans and specification for the same have been submitted to and approved in writing by the Review Committee within fourteen (14) days of receipt of submission.

A. Plans submitted for approval shall include the following:

   i. One complete set of house plans. The house plans should indicate construction materials and specifications, roofing material, and exterior finishes.

   ii. One site plan. The site plan should indicate the basement outline with projections shown as a dotted line. The garage footprint and exterior steps or decks should be indicated. The site plan should 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 should indicate sidewalk, walkway, driveway locations and sizes.

B. No improvement or structure whatsoever other than a residential dwelling, patio walls, swimming pools, accessory buildings allowed by this Declaration or a Subsequent Declaration, customary and reasonable landscaping, and fences allowed by this Declaration or Subsequent Declaration, all as may be subject to the Review Committee and

limitations set forth herein, may be erected, placed or maintained on any Lot.

C. The Review Committee may disapprove plans and specifications if, in the Review Committee's discretion, the proposed improvement is inconsistent with the covenants and restrictions set forth in this Declaration, or if, in the Review Committee's discretion, the proposed improvement interferes with the preservation of value of the Property. Any variance approved by the Review Committee from these covenants and restrictions shall not be deemed precedential.

D. The top of foundation or lowest opening of all residential structures on Residential Lots within the Property shall be at least the higher of 895.00 or 2.25' above the top of curb in front of the garage but shall be no higher than the higher of 896.00 or 3.25' above the top of curb in front of the garage. The top of foundation or lowest opening of all residential structures on SLOZ Lots within the Property shall be be at least the higher of 895.00 or 2.00' above the top of curb in front of the garage but shall be no higher than the higher of 896.00 or 2.50' above the top of curb in front of the garage. In addition, all Lots shall be graded in such a manner that the finished grade shall correspond with the Lot corner and flow path elevations set by the Review Committee's civil engineer.

E. Accessory structures such as pools, pool houses, gazebos, utility buildings, storage buildings, additional garages, lean-to, car-port, decks and play structures should be indicated on the site plan. No accessory structure will be permitted without the written approval of the Review Committee, regardless of whether any such accessory structure is allowed by this Declaration or a Subsequent Declaration.

F. Any and all solar heating devices, solar panels or satellite dishes, TV and radio antennae must be approved by the Review Committee. The Developer strongly encourages installation of photovoltaic cells, also referred to as solar panels, for the harnessing of renewable energy to provide electricity to the Lot. The Developer encourages the Owner to submit a plan for solar installation on Lot, which will be promptly evaluated and responded to within fourteen (14) days. Use of photovoltaic cells to harness the energy of the Sun allows Owner to save money over time, while reducing negative impact on the environment.

G. The exterior minimum square footage requirements as set forth in this Declaration or in a Subsequent Declaration shall apply. Square foot calculations will not include basements, open porches and decks or garages.

H. No residence on a Residential Lot shall exceed two stories in height when viewed from the street. No residence on an Senior Living Overlay Zone Lot shall exceed one story in height. Roof slopes of not less than five (5) in twelve (12) are required unless otherwise approved by the Review Committee. Roof slopes of seven (7) in twelve (12) and greater are encouraged.

I. All residences shall have a minimum attached two-stall garage.

J. No white, light, or bright colored roofs shall be permitted. No evaporative cooler shall be placed, installed or maintained on the roof or wall of any building or structure. All coolers shall be concealed.

K. The use of all Lots shall conform to zoning ordinances of the City of Reile's Acres, and except as to uses or improvements expressly prohibited hereunder, subject to such variances or special/conditional use permits as may be granted by the City of Reile's Acres. Any approval from the Review Committee shall not provide the Owner consent to violate any ordinance of the City of Reile's Acres.

L. The design of each residence shall be considerate of the site plan of neighboring residences which have been previously constructed to promote privacy of each residence and to avoid nuisance to existing residences.

M. No building shall be erected on any Lot unless the side Lot clearances and the front line setbacks are in compliance with the City of Reile's Acres zoning ordinances for residential zoning districts. 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. This Declaration or a Subsequent Declaration may provide front yard or side yard setbacks which are more restrictive than the City of Reile's Acres zoning ordinances.

4. CONSTRUCTION TIME AND REQUIREMENTS. Construction of all primary structures shall be 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, but in no event later than August 31 of the following year after completion of the primary structure. Contractors, subcontractors and material delivery shall perform construction activities on any Lot in a neat and clean manner, and shall keep the Lot and all surrounding property free of debris, trash and discarded building materials.

No storage of building materials on a Lot shall be permitted outside of the residential dwelling or outbuilding fifteen (15) months after issuance of any building permit for the structure. No 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 activities shall be carried on in such a way as to create a health hazard or unreasonably interfere with the use and enjoyment by any Owner. Should construction on, or maintenance of, any Lot be undertaken in a manner inconsistent with the Restrictions imposed by this Declaration, Developer may immediately undertake such action as is necessary to render any Lot consistent with this Declaration and thereafter the Owner of any such Lot shall pay Developer upon demand Developer's costs of doing so plus a fifteen percent (15%) administrative fee.

5. NEW CONSTRUCTION. All improvements constructed on Lots shall be new construction and no existing buildings or existing other structures shall be moved from other locations onto any Lot. Construction of improvements on any Lot must commence within thirty (30) months of conveyance of the Lot to Owner by Developer. In the event construction of improvements does not commence within this time frame, the Developer will have the option to purchase the Lot back from the Owner upon payment to the Owner of ninety percent (90%) of the purchase price originally paid to the Developer for the Lot. The property taxes and special assessments prorated to the date of buyback closing shall be paid by Owner.

ARTICLE IV
GENERAL COVENANTS AND RESTRICTIONS

The Property shall be subject to the following additional restrictions:

1. **LOT DRAINAGE CONTROL.** All Lots shall be graded to the finished design grades as designed by the engineering firm appointed by the Review Committee. Each Lot shall be kept and maintained to be in compliance with current stormwater regulations until such times when the Lot is sodded or seeded. Positive drainage is required to divert water away from the residence and to prevent standing water and soil saturation which may be detrimental to structures and enjoyment of use of the property.

2. **SEEDING.** The front and side Lots of each property shall be sodded or seeded prior to the end of the first summer construction season when the primary dwelling is completed. If construction of a primary dwelling is completed in the winter, the Lot shall be sodded or seeded prior to August 31 of the following summer. The rear Lot shall be seeded or sodded within one (1) year of occupancy of the completed residence. Until the sodding/seeding is completed, the Owner of the Lot shall maintain the property in a condition free of noxious weeds.

3. **LANDSCAPING.** All Owners shall provide landscaping to add to the aesthetic value of the neighborhood. The landscaping will exist in the front of each primary dwelling and continue onto the side of each primary dwelling for ten (10) feet. The Developer recommends landscaping that is compatible with neighboring properties. Landscaping may include mulch, rocks, wood chips, stones, etc., which is artfully filled with perennial and annual plantings. The Developer strongly encourages Owners to craft landscaping using native grass species and drought-resistant vegetation to maintain or improve native biodiversity, help eliminate rainwater runoff and reduce water usage and cost.

All landscaping shall be regularly maintained using EPA approved lawn care strategies, to prevent the growth of noxious weeds.

4. **DISEASES AND INSECTS.** No Owner shall permit anything or condition to exist upon any Lot which shall include, breed, or harbor infectious plant diseases or noxious insects.

5. **UTILITY LINES, RADIO AND TELEVISION ANTENNAS.** To the extent permitted by applicable law, the installation of antennas, satellite dishes or other devices for the transmission of reception of TV or radio signals or any other form or electromagnetic radiation shall be subject to the prior written approval of the Review Committee. Therefore, no antenna, satellite or microwave dish or other device for the transmission or reception of television or radio signals 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. All permanent electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead except for emergencies and repairs. Any such antennas must be still installed in accordance with the guidelines set forth by the Review Committee.

6. **DECKS AND PRIVACY SCREENS.** If any deck is constructed with wood or other materials that require maintenance from time to time, the deck must be regularly maintained and stained. From notice of noncompliance to deck maintenance standards if issued, Owner has fourteen (14) days to bring the referenced deck to compliance, unless an extension request is submitted to the Committee and approved, in which the Owner may take up to forty-five (45) days to meet requirements. Privacy screens may be used in conjunction with a hot tub or sunning deck. The screening shall be consistent with the overall design, construction and materials of the existing building. Privacy screens shall not be taller than the edge of the roof eaves, and shall not be longer than sixteen (16) feet in uninterrupted length.

7. **TRASH CONTAINERS AND COLLECTION.** No garbage or trash shall be placed or kept on any Lot except in covered containers of a type, size and style which are approved by the Review Committee. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and then only for the shortest time reasonably necessary to effect such 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. All garbage or trash shall be collected by a garbage or trash collection service as designated by the Developer or Review Committee.

8. **ROOFTOP HVAC EQUIPMENT PROHIBITED.** No heating, ventilating, air conditioning or evaporative cooling units or equipment related thereto may be mounted, installed or maintained on the roof of any residential structure erected upon a Lot or other building so as to be visible from neighboring property.

9. **BASKETBALL HOOPS AND BACKBOARDS.** No basketball hoop or backboard shall be attached to any structure or other building. Basketball hoops and backboards attached to a freestanding pole may be installed on a Lot provided the location, design and appearance of the basketball hoop and backboard are approved in writing by the Review Committee.

10. **PETS AND OTHER ANIMALS.** Pets will be restricted to an Owner's Lot, must not be a nuisance, and will not be allowed to stray to adjacent property. Other than

household pets no animals, livestock, or insects of any kind shall be raised, bred or maintained on any of the Lots.

11. CLOTHESLINES. Clotheslines will be permitted provided the location, design and appearance are approved by the Review Committee.

12. 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 the property by its occupants provided the sign is no more than two (2) feet square maximum and the design of the sign is approved by the Review Committee prior to installation. The Review Committee may erect, place and maintain such sign structures as it deems necessary for the operation or identification of the subdivision or to promote the sale of the Property in the area.

13. NUISANCES. 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 other material except during the construction, and then only during the course of construction. No substance, thing or material may be kept on any part of the Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of an average and reasonable surrounding property owners. No Owner shall allow noxious weeds to occur on any Lot.

14. APPEARANCE DURING CONSTRUCTION. All Lots are to be kept clean during construction. All garbage is to be stored out of sight. No garbage/trash burning will be permitted.

15. PRIVATE SEWER AND WATER. No private septic tank, drain fields or private wells shall be permitted on any Lot.

16. TANKS. No above or below ground tanks of any kind shall be erected, placed or permitted on any part of the Lot unless prior written approval is obtained from the City.

17. PARTIAL/TEMPORARY RESIDENCE. No trailer, tent shack, garage, barn or other outbuilding erected on a Lot shall be used as a residence, nor shall any residence of a temporary character be permitted. No basement shall be used for

residential purposes until the entire primary structure has been erected and complies with the building code of the City of Reile's Acres.

18. EASEMENTS. Easements for installation of utility and drainage facilities are shown on the plat of the Property, and additional easements will be shown on re-plats of the Property. Within the easement areas, lawns are allowed, but no structure, planting or other materials shall be placed or permitted to remain that interfere with the installation and maintenance of drainage or utility services. The easement area and all improvements thereon shall be maintained continuously by the Owner of the Lot, except for those structures or improvements for which a public authority or utility provider is responsible. All claims for damages arising out of the construction, maintenance, and repair of any utility or drainage facility against the Developer are waived by the Owners. Developer reserves the right to change, lay out, create new or discontinue any street, avenue, or way shown on the plats of the Property not essential for ingress and egress from a Lot it does not own, subject to the approval of the appropriate governmental authority.

19. 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 of any part of the properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on part of the Lots.

20. STORMWATER FACILITIES. All Owners acknowledge that certain stormwater drains and retention/detention ponds have been constructed to serve the Property. By accepting conveyance of a Lot, all Lot Owners assume the risk of hazards, foreseen and unforeseen, associated with such stormwater drains or retention/detention ponds, including without limitation, risks associated with them as they relate to the safety of adults and children. All Lot owners for themselves, their children, guests, invitees, trespassers, successors, assigns, agents, employees and the like, hold the City of Reile's Acres, Cass County and Developer harmless from and against any damage, claim, suit, injury, cost or expense (including attorney's fees), as it pertains to injury to person or damage to property.

21. MORTGAGES. The breach of any of the foregoing 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 Lots 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.

22. SIDEWALKS. Sidewalks shall be installed by the City during construction on each designated Lot, as agreed upon by the City. The City shall be responsible for the coordination and cost of construction, inspection, and any materials testing related to the installation of sidewalks. The City will charge a sidewalk fee on each building permit in the Development to cover the cost related to the construction and maintenance of the sidewalks and ADA ramps.

Owners of all Lots over which sidewalks pass, or which are adjacent to any sidewalks, shall be responsible for removing snow and debris from such sidewalks over or adjacent to their Lots.

23. DRIVEWAYS. Driveways are to be installed by the Owner at the time of primary dwelling construction. Lots shall be limited to one driveway, unless the Lot is abutting more than one street. In which case, a secondary driveway may be installed upon approval by the City. Primary driveways on Residential Lots are not to exceed forty (40) feet in width at the property line. Primary driveways on lots on the Senior Living Overlay Zone (SLOZ) Lots are not to exceed thirty (30) feet in width at the property line.

Driveways and parking areas must be hard surfaces. Permitted materials for driveway construction include interlocking paving stones and cast in place concrete. Materials other than the aforementioned must be approved by the Review Committee prior to installation.

24. BUSINESS USE RESTRICTION. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Lot except that an Owner or Occupant residing in a Lot may maintain a home occupation or office with infrequent on-site client or customer meetings and no on-site employees, consultants or independent contractors on such Lot provided that 1) such use is otherwise in compliance with all applicable ordinances, codes, statutes, other laws, rules and regulations, 2) such use is incidental and secondary to the principal use of the Lot and improvements thereon for residential purposes and does not change the character thereof, 3) such use has no adverse effect on the use or enjoyment of any other part of the Property, 4) such uses do not involve physical alteration of the Lot and or improvements visible from the exterior; and 5) such uses do not involve any observable business activity such as signs, advertising displays, regular deliveries, or pedestrian or vehicular traffic to and from the Lot by customers or employees.

ARTICLE V
COVENANTS AND RESTRICTIONS RELATING TO NEW HAVEN OF REILE'S ACRES FOURTH ADDITION RESIDENTIAL LOTS

1. **PROPERTY SUBJECT TO THIS ARTICLE.** This Article V is applicable to all Lots in New Haven of Reile's Acres Property with the exception of Lots that fall under the jurisdiction of the Senior Living Over Zone which include Lots 11-32 of Block 1 and Lots 1-6 of Block 2, unless agreed upon and documented in writing by the Review Committee.

2. **DWELLING SIZE.** Residential dwellings constructed on the following Lots shall meet the following minimum square footage requirements, unless a variance is issued in writing by the Review Committee:

All Lots

Dwelling Style	Square Footage Minimum
Standard one story (rambler) and one and a half story	1500 sq. ft. total on all level(s) entirely above grade
3 Level Split	2400 sq. ft. total for top three levels
Standard two story	2200 sq. ft. on all levels entirely above grade
Bi-Level (including both floors)	2400 sq. ft. total on both levels

*The above stated minimum square footage requirements do not include basements, garages, decks, or porches.

3. **SETBACKS**. All Lots shall be subject to the following setback requirements:

A. Front yard setback of forty (40) feet from the front property line to the front of any structure.
B. Side yard setback of twenty (20) feet from either side property line to the side of any structure.
C. Rear yard setback of twenty-five (25) feet from the rear property line to the rear of any structure.

4. **CURB APPEAL.** In order to protect and preserve the character and nature of the Property, all residences in New Haven of Reile's Acres shall have ten percent (10%) hard surface coverage on the front of the structure which include brick, rock, dryvit or of similar type materials. The Review Committee also requires aesthetic enhancement of garage door including and limited to: a distinguishing color, accents such as pattern detailing, and/or windows that will enhance the visual appeal of the dwelling. If the Owner wishes to forgo this requirement, a variance must be submitted to the Review Committee, which will be addressed and responded to within ten (10) days of receipt.

5. **ACCESSORY STRUCTURES**. Accessory buildings and uses, except otherwise permitted by the City Ordinance, shall be subject to the following regulations:

A. Building Height: No detached accessory building or use in any residential district shall have a wall height that exceeds twelve (12) feet from grade.

B. Building Size: There can be no more than two accessory buildings per Lot. The maximum combined square foot of floor space may not exceed one-thousand four hundred (1,400) square feet. Regardless of Lot size, the maximum square footage of floor space of any one accessory building may not exceed one-thousand eight (1,008) square feet.

C. Setbacks: No accessory building or use shall be erected in any yard, except a rear and/or side yard, nor shall it be located closer than twelve (12) feet from the rear and side yard Lot line(s).

D. Foundation: Floor sill plate will be attached to concrete floor with anchor bolts at a minimum of every eighteen (18) inches on center. In accordance with International Residential Code (IRC) R802.11.1, all accessory buildings will have hurricane clips on each end of every roof truss. The foundation must be a concrete slab with turned-down footings. Concrete slabs must be a minimum thickness of four (4) inches. The perimeter of the slab shall be twelve (12) inches thick for an eight (8) inch to twelve (12) inch width. Within the thickened perimeter of the slab, two (2) #4 rebar should be installed to be continuous around the perimeter. If the slab rests on fill, it should be reinforced with #4 rebar two (2) feet on center or six (6) inch X six (6) inch welded wire mesh.

E. Design: Accessory buildings shall match the color and style of the primary living structure. If the color and/or style of siding and/or roofing is changed on the primary living structure, it must also be changed on the accessory

building. If there is a driveway to an accessory building, it shall be constructed with either concrete or interlocking pavers.

6. **FENCES/PRIVACY PLANTINGS.** All fencing provided by the Owner or anyone other than the Developer shall require the approval of the Review Committee prior to installation and shall be in accordance with the following:

A. No fencing shall be permitted to extend beyond the front of the primary structure facing the front of the Lot, except on corner Lots as approved by the Developer.

B. Fences, hedges, and privacy plantings may be permitted in the buildable area and in any required yard, or along the edge of any yard, provided that no fence or hedge along the sides or front edge of any required front yard shall be over two and one-half (2 ½) feet in height, except on through Lots or double frontage Lots where one of the front yards is intended to serve as the rear yard and is consistent with the other Lots on the block in which case a fence or hedge may be up to six (6) feet in height. Open fences, such as split rail, which permit direct vision through at least seventy-five percent (75%) of the fence surface area, shall be allowed a height of four (4) feet along the sides or front edge of any front yard.

C. Fencing material can be maintenance-free material such as vinyl or rod iron. Fences may also be made of wood. No fence, hedge or planting shall be constructed or maintained with galvanized chain link, barbed/spiked wire, wire, cable, rope, or any spiked materials which may pose an injurious hazard to public health and safety.

D. Posts and other supporting structures used in the construction of fences shall be faced inward toward the property being fenced, set a minimum of ½ of fence height or twenty-four (24) inches below grade (whichever is greater) and set in concrete unless manufacturer's guidelines specify a more stringent standard. All commercially manufactured fencing will meet the manufacturer's construction guidelines.

E. Each Owner shall be responsible for the continued maintenance and replacement (if necessary) of any fence which abuts their Residential Lot. These sections of fence shall at all times be kept in good visual appearance. Any broken or fallen portions of fence shall be repaired within ten (10) days, unless an extension appeal is submitted in writing for

approval to and by the Committee, with matching materials. Exceptions to this include any section of Developer-installed maintenance-free fencing along the perimeter of the SLOZ. This maintenance-free fencing shall be maintained by the City.

7. **BOULEVARD TREES**. All trees shall be planted on the Property in accordance with the City of Reile's Acres Parks and Forestry Department Ordinances, including but not limited to the following:

A. Tree Layouts: It is required by City to have at least one (1) tree on a boulevard every forty (40) feet unless the City Shade Tree Committee determines otherwise. Tree layouts (plans) shall be coordinated with existing corridor planting plans, subdivision street landscape plans, and other established landscape plans to provide the desired effect as determined by this standard and the Shade Tree Committee.

B. Tree Spacing: Trees shall be planted twelve (12) feet from driveways and alleyways. Trees should be planted a minimum of eight (8) feet from the edge of the road to the boulevard tree. The spacing shall be at least twenty-five (25) feet from existing boulevard trees. On corner Lots, the trees shall be planted forty (40) feet from the point of intersection of the curbs. The Shade Tree Committee shall have the final approval of the location of the tree and have the right to approve variances from the above requirements where conditions necessitate.

C. Size Requirements and Species: No tree measuring less than one and one-fourth (1 ¼) inches in diameter of trunk one foot above ground may be planted on the city boulevard. The lowest branch shall not be over nine (9) feet from the ground. The tree must be a single stem trunk and have a straight vertical line. All boulevard tree species shall be selected in accordance with the Boulevard Tree Permit suggestions unless otherwise approved by the Reile's Acres Shade Tree Committee.

D. Approval: The Owner must submit to cityoffice@reilesacresnd.org a Boulevard Tree Permit found as **Exhibit A** (as well as on the City website at: reilesacresnd.org) prior to planting any boulevard trees. A member of the Reile's Acres Shade Tree Committee must verify placement of desired tree location prior to installation of boulevard trees.

E. Timeline: Boulevard Trees conforming to the Approved Tree List (found on Reile's Acres website) shall be planted by Owner before two (2) growing seasons have passed after the Certificate of Occupancy has been awarded to the homeowner by the City of Reile's Acres.

8. RESIDENTIAL LOT MAINTENANCE. Each Owner of a Residential Lot shall be responsible for the maintenance of their Residential Lot, and all buildings, landscaping or other improvements situated thereon. All buildings, landscaping and other improvements shall at all times be kept in good condition and repair. All grass, hedges, shrubs, vines, trees and plants of any type on a Residential Lot shall be maintained, mowed, trimmed and cut at regular intervals so as to be maintained in an ecologically sound, and aesthetically pleasing manner. No yard equipment, wood piles or storage areas may be maintained so as to be visible from neighboring property or streets. All Residential Lots upon which no buildings, landscaping or other improvements have been constructed shall be maintained in a noxious-weed-free and attractive manner.

ARTICLE VI
COVENANTS AND RESTRICTIONS RELATING TO NEW HAVEN OF REILE'S ACRES FOURTH ADDITION SENIOR LIVING OVERLAY ZONE

1. PROPERTY SUBJECT TO THIS ARTICLE. This Article VI is applicable to Lots 11-32 of Block 1 and Lots 1-6 of Block 2 in New Haven of Reile's Acres Fourth Addition Property unless agreed upon and documented in writing by the Review Committee.

2. DWELLING SIZE. Residential dwellings constructed on the following Lots shall meet the following minimum square footage requirements, unless a variance is issued in writing by the Review Committee:

All Lots

Dwelling Style	**Square Footage Minimum**
Standard one story (rambler)- must be slab on grade construction	1200 sq. ft. total on all level(s) entirely above grade

*The above stated minimum square footage requirements do not include basements, garages, decks, or porches.

3. **SETBACKS**. All Senior Living Overlay Zone (SLOZ) Lots shall be subject to the following setback requirements:

A. Front yard setback of thirty (30) feet from the front property line to the front of any structure.

B. Side yard setback of twenty (10) feet from either side property line to the side of any structure

C. Rear yard setback of twenty (20) feet from the rear property line to the rear of any structure.

D. Street-facing side setback of fifteen (15) feet from the street-facing property line to any portion of the structure.

4. **ARCHITECTURAL STANDARDS**. All Senior Living Overlay Zone Lots shall be subject to the following requirements:

A. In order to protect and preserve the character and nature of the Property, all residences in New Haven of Reile's Acres Senior Living Overlay Zone shall have ten percent (10%) hard surface coverage on the front of the structure which include brick, rock, dryvit or of similar type materials.

B. The Review Committee also requires aesthetic enhancement of garage door including and limited to: a distinguishing color, accents such as pattern detailing, and/or windows that will enhance the visual appeal of the dwelling. If the Owner wishes to forgo this requirement, a variance must be submitted to the Review Committee, which will be addressed and responded to within ten (10) days of receipt.

C. There shall be no identical floor plans permitted on adjacent blockfaces and/or adjacent Lots.

D. All dwelling units shall be limited to a single story. No basements, cellar spaces, or other subterranean living areas are permitted. All construction shall be slab on grade.

5. **ACCESSORY STRUCTURES**. Accessory buildings and uses, except otherwise permitted by the City Ordinance, shall be subject to the following regulations:

A. Building Height: No detached accessory building or use in any residential district shall have a wall height that exceeds twelve (12) feet from grade.

B. Building Size: There can be no more than one (1) accessory building per Lot. The maximum square foot of floor space may not exceed six-hundred (600) square feet.

C. Setbacks: No accessory building or use shall be erected in any yard, except a rear and/or side yard, nor shall it be located closer than ten (10) feet from the rear and side yard Lot line(s).

D. Foundation: Floor sill plate will be attached to concrete floor with anchor bolts at a minimum of every eighteen (18) inches on center. In accordance with International Residential Code (IRC) R802.11.1, all accessory buildings will have hurricane clips on each end of every roof truss. The foundation must be a concrete slab with turned-down footings. Concrete slabs must be a minimum thickness of four (4) inches. The perimeter of the slab shall be twelve (12) inches thick for an eight (8) inch to twelve (12) inch width. Within the thickened perimeter of the slab, two (2) #4 rebar should be installed to be continuous around the perimeter. If the slab rests on fill, it should be reinforced with #4 rebar two (2) feet on center or six (6) inch X six (6) inch welded wire mesh.

E. Design: Accessory buildings shall match the color and style of the primary living structure. If the color and/or style of siding and/or roofing is changed on the primary living structure, it must also be changed on the accessory building. If there is a driveway to an accessory building, it shall be constructed with either concrete or interlocking pavers.

6. **AGE RESTRICTION.** At least 80% of dwelling units must be occupied by at least one person aged 55 years or older. No person under the age of 18 years may reside in any unit for more than 90 consecutive days.

7. **FENCES/BERMS/PRIVACY PLANTINGS.** Any fence installed on a Lot in the Senior Living Overlay Zone shall be in accordance with the following:

A. No fencing shall be permitted to extend beyond the front of the primary structure facing the front of the Lot.

B. Hedges, and privacy plantings may be permitted in the buildable area and in any required yard, or along the edge of any yard, provided that no hedge along the sides or front edge of any required front yard shall be over two and one-half (2 ½) feet in height, except on through Lots or double frontage Lots where one of the front yards is intended to serve as the rear yard and is consistent with the other Lots on the block in which case a hedge may be up to six (6) feet in height.

C. Fencing material can be maintenance-free material such as vinyl or rod iron. Fences may also be made of wood. No fence, hedge or planting shall be constructed or maintained with galvanized chain link, barbed/spiked wire, wire, cable, rope, or any spiked materials which may pose an injurious hazard to public health and safety.

D. Posts and other supporting structures used in the construction of fences shall be faced inward toward the property being fenced, set a minimum of ½ of fence height or twenty-four (24) inches below grade (whichever is greater) and set in concrete unless manufacturer's guidelines specify a more stringent standard. All commercially manufactured fencing will meet the manufacturer's construction guidelines.

E. Each Owner shall be responsible for the continued maintenance and replacement (if necessary) of any ornamental fencing which they install on their Lot. These sections of fence shall at all times be kept in good visual appearance. Any broken or fallen portions of fence shall be repaired within ten (10) days, unless an extension appeal is submitted in writing for approval to and by the Board, with matching materials.

F. The Developer shall install maintenance-free fencing along the rear perimeter of the SLOZ lots that are adjacent to residential lots and 50th St N to establish a consistent perimeter and privacy/safety buffer. This maintenance-free fencing shall be maintained by the City.

9. TREES/LANDSCAPING. All trees and landscaping shall be installed by Owner in accordance with the following, based on the standards set by the Reile's Acres Parks and Forestry Department:

5. SEVERABILITY. In the event any one or more of the foregoing covenants and restrictions is declared for any reason by a court of competent jurisdiction to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the Restrictions not declared to be void or unenforceable, but all of the remaining covenants and restrictions not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

6. AMENDMENTS. This Declaration may be amended by Developer until it divests itself of the responsibility for Architectural Control. It shall be conclusively presumed that the Developer has not divested itself of responsibility for architectural control unless there is a sworn affidavit of record so stating. After that time, this Declaration may be amended by an instrument signed by the Owners of not less than 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.

IN WITNESS of its terms and conditions, the undersigned Declarants, being all of the titled Owners of the Property, have caused this Declaration to be executed the day and year first above written.

New Haven Investments LLC
BY: JUSTIN BERG
ITS: PRESIDENT

On this 12 day of October, 2026, before me, a Notary Public in Cass County, North Dakota, personally appeared Justin Berg, known to me to be the President of New Haven Investments LLC, who is described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same on behalf of New Haven Investments LLC.

LORY L STEINLE
Notary Public
State of North Dakota
My Commission Expires Nov. 12, 2029

Notary Public
My Commission Expires: Nov 12, 2029

NEW HAVEN INVESTMENTS

EXHIBIT A

Reile's Acres Boulevard Tree Permit

Required for Boulevard Tree Planting Only

Name: **Date:**

Address: **Phone:**

I hereby state that the planted trees are planted according to the City of Reiles Acres Ordinance. The following trees are permitted to plant:

1. Honey Locust (thornless only)
2. Buckeye
3. Hackberry
4. Hawthorn (thornless variety)
5. Lindens (any variety)
6. European or Mountain Ash
7. Kentucky Coffeetree
8. Elm (any DED resistant)
9. Cork Tree
10. Ironwood
11. Prairie Horizon Alder
12. Prairie Gem Pear
13. Prairie Stature Oak, Bur Oak,
14. Swamp Oak,
15. White Oak, or Mongolian Oak
16. Maple (any variety except Boxelder Maple- Sugar Maple and Red Maple are not recommended for this area)
17. Flowering Crab (any fruitless varieties) or Red Splendor, Radiant, Spring Snow, or Royal Raindrops

Please circle the variety of tree planted

Signed_____

Owner of Home

Size Requirements:

No tree measuring less than 1 1/4" in diameter of trunk one foot above ground may be planted on the City Boulevard. The lowest branch shall not be over 9 1/2 feet from the ground. It must be a single stem trunk.

Duty to Trim Trees:

It shall be the duty of all persons, whether owners or tenants, to keep the shade trees along the public streets and avenues adjoining such property trimmed in such a manner that such trees shall not interfere with travel on said streets, avenues, and sidewalks.

Tree Spacing:

Trees shall be planted 12' (feet) from driveways and alleyways. Boulevard tree spacing shall be a minimum of 25' (feet) from other existing boulevard trees. Trees should be a minimum of 8' (feet) from the edge of the road to the boulevard tree. On corner lots, the trees shall be planted 40' (feet) from the point of intersection of the curbs. The City Forester shall have the right to approve variances from the above requirements where conditions necessitate.

Please stake your yard where the trees will be planted and a City representative will verify placement when the application is received.

Please Print and sign; then send completed form to Tom Kranz at tom@reilesacresnd.org

Planted Trees Approved:

Date: _____

Signed: _____

Shade Tree Committee Member

1769433
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10/12/2026 4:10 PM
REST $74.00

NEW HAVEN INVESTMENTS

RECORDER'S OFFICE, CASS COUNTY, ND 10/12/2026 4:10 PM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
GREG LARSON, COUNTY RECORDER

by Shena Garcia, Deputy **1769433**

RECORDER OF CASS COUNTY
OFFICIAL
SEAL
STATE OF NORTH DAKOTA