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Burleigh County

ELK RIDGE ADDITION, ELK RIDGE SECOND ADDITION, ELK RIDGE THIRD ADDITION, AND ELK RIDGE FOURTH ADDITION

SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIONS ON REAL ESTATE

THIS AMENDED AND RESTATED DECLARATION, is made on the date hereinafter set forth by **BISMARCK NORTH DEVELOPERS, LLC,** a North Dakota limited liability company, their successors or assigns, hereinafter referred to as "**Developer**", whether one or more.

WHEREAS, Developer is the owner and/or developer of certain real property located in Burleigh County, North Dakota, which is more particularly described on Exhibit A, which is attached hereto, located in **Elk Ridge Addition**, **Elk Ridge Second Addition**, **Elk Ridge Third Addition**, and **Elk Ridge Fourth Addition** (hereinafter referred to as the "**Property**"); and

WHEREAS, Developer desires to provide for the preservation of the values and amenities on the Property and for the maintenance of the Property and any and all related common facilities; and to this end, desires to subject the Property together with such additions as may hereafter be made thereto, to the covenants, restrictions, reservations, easements, charges and liens, set forth in this Declaration, each and all of which is and are for the benefit of the Property and each owner of a portion of the Property; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Property, to create a homeowners' association to which will be delegated and assigned the powers to enforce the covenants and restrictions set forth in this Declaration and collecting and disbursing the charges and fees of each owner of a part or portion of the Property; and

WHEREAS, Developer has incorporated a nonprofit corporation under the laws of the State of North Dakota, known as the **Elk Ridge Addition Homeowners' Association** for the purposes of exercising the functions set forth in this Declaration; and

WHEREAS, Developer previously subjected the Property to the covenants, restrictions, reservations, easements, charges and liens, set forth in that certain Declaration of Restrictions on Real Estate dated August 2, 2019 and recorded August 2, 2019 in the Burleigh County Recorder's office as Document No. 888681, as supplemented by that certain Supplemental Declaration of Restrictions on Real Estate dated August 9, 2021 and recorded August 10, 2021 in the Burleigh County Recorder's office as Document No. 929061 and the Amended and Restated Declaration of Restrictions on Real Estate recorded on May 20, 2024 as Document No. 966145 (collectively, the "**Original Declaration**"); and

WHEREAS, Developer has made this Declaration to amend and restate in its entirety the Original Declaration.

NOW, THEREFORE, the Developer declares that the Property, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, reservations, easements, charges and liens (sometimes hereinafter referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I.
DEFINITIONS

Section 1.

Glossary. The following words, when used in this Declaration or in any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

a. **"Association"** shall mean and refer to the Elk Ridge Addition Homeowners' Association.

b. **"Bylaws"** shall mean and refer to the Amended and Restated Bylaws of the Elk Ridge Addition Homeowners' Association which is attached hereto as Exhibit B and incorporated herein by reference. The Bylaws attached hereto shall supersede and replace all prior versions of the Association's bylaws. This notwithstanding, the Bylaws have only been amended pursuant to the Developer's sole authority under Article VIII, Section 2(i) of the Bylaws, but are being attached as an Exhibit hereto so that the Declaration and Bylaws are recorded, and can be easily viewed, together.

c. **"Property"** shall mean and refer to the real property which is more particularly described on Exhibit A which is attached hereto and made a part hereof, together with any additions which may occur thereto, as are subject to this Declaration, or subject to any Supplemental Declaration under the provisions of Article III hereof.

d. **"Common Areas and Improvements"** shall mean all Property owned and controlled by the Association for the common use and enjoyment of the Owners. The common areas which are intended to exist and be subject to the provisions of this Declaration are described as follows:

i. Green Lot: Lot 9, Block 1, Elk Ridge Addition.
ii. Storm Water Lots: Lot 14, Block 6, Elk Ridge Addition; Lot 2, Block 5, Elk Ridge Second Addition; Lot 14, Block 3 of Elk Ridge Third Addition; Lot 49, Block 3 of Elk Ridge Third Addition; and Lot 1, Block 1 of Elk Ridge Fourth Addition.
iii. All landscape, signage and other easements as shown on the Plats of the Property.
iv. All pedestrian trails and sidewalks as shown on the Plats of the Property.

e. **"Lot or Lots"** shall mean and refer to any lot located within the Property identified in the Plat of Elk Ridge Addition filed as Document No. 887084 with the Burleigh County Recorder's office, the Plat of Elk Ridge Second Addition filed as Document No. 909263 with the Burleigh County Recorder's office, the Plat of Elk Ridge Third Addition filed as Document No. 965922 with the Burleigh County Recorder's office, and the Plat of Elk Ridge Fourth Addition filed as Document No. 993156 with the Burleigh County Recorder's Office which is intended for residential purposes (excluding all Common Areas and Improvements and any other lots retained by the Developer for public parks, future common areas, or other non-residential purposes), with such lots as described in the Plats of the Property.

f. **"Owner"** shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to a Lot in the Property, but notwithstanding any applicable provision of any mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to a foreclosure or deed in lieu of a foreclosure.

g. **"Member"** shall mean and refer to all those Owners who are members of the Association as provided for in Article V, Section 1, hereof.

h. **"Developer"** shall mean Bismarck North Developers, LLC, a North Dakota limited liability company, or

i. Any person or entity who succeeds to the title of Developer to all or a portion of the Property by sale or assignment of all of the interest of the Developer in the Property, if the instrument of sale or assignment expressly so provides, or

ii. Any person or entity to which the power to enforce the provisions of this Declaration has been assigned, as permitted by this Declaration. Any such person or entity shall be entitled to exercise all rights and powers conferred upon Developer by the Declaration, Articles of Incorporation of the Association, or Bylaws of the Association.

i. **"Declaration"** shall mean and refer to this Amended and Restated Declaration of Restrictions on Real Estate, applicable to the Property as recorded in the office of the County Recorder for Burleigh County, North Dakota and as subsequently amended and modified.

j. **"Surface Water or Storm Water Management System"** shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit storm and surface water in order to prevent or reduce flooding, over drainage and environmental damage. The Storm Water Lots are specifically designed to be a part of this system.

k. **"Storm Water Lots"** shall mean Lot 14, Block 6, of Elk Ridge Addition; Lot 2, Block 5, of Elk Ridge Second Addition; Lot 14, Block 3 of Elk Ridge Third

Addition; and Lot 49, Block 3 of Elk Ridge Third Addition; and Lot 1, Block 1 of Elk Ridge Fourth Addition.

l. **"County"** shall mean Burleigh County, a political subdivision of the State of North Dakota.

m. **"Guidelines"** shall mean the Architectural Guidelines promulgated and amended from time to time by the Architectural Review Committee established under the provisions of Article VIII.

n. "**Green Lot**" shall mean Lot 9, Block 1, Elk Ridge Addition, unless all or any portion of the Green Lot is converted to a residential lot by the Developer.

ARTICLE II.
PROPERTY SUBJECT TO DECLARATION

The Property is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration and is located in Burleigh County, North Dakota, and is more particularly described on Exhibit A which is attached to and made a part hereof. This Declaration amends and restates in its entirety the Original Declaration.

Developer may convey to the Association additional real estate, improved or unimproved, located within the Property, which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at the sole expense of the Association for the benefit of all members of the Association in accordance with this Declaration.

This Article shall not be amended without the prior written consent of Developer, so long as the Developer owns any part or portion of the Property.

ARTICLE III.
ANNEXATION

Section 1.

Annexation Without Approval of Association. So long as the Developer is the Owner of or holds a mortgage on any part or portion of the Property affected by this Declaration, Developer shall have the right, privilege and option, from time to time, at any time, to annex any additional parcel or parcels of real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall be accomplished by filing in the County Recorder's office for Burleigh County, North Dakota, an amendment to this Declaration or amended and restated version of this Declaration annexing such property (a "**Supplemental Declaration**"). Such Supplemental Declaration shall not require the consent of any person other than Developer. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Developer shall have the unilateral right to transfer to any other person, the right, privilege, and option to annex additional property which herein is reserved to the Developer, provided that such transferee or assignees shall be a developer of at least a portion of the Property

and such transfer is required to be memorialized in a written document recorded with the County Recorder's office for Burleigh County, North Dakota in a document executed by Developer.

Section 2.

Acquisition of Additional Common Area. So long as the Developer is the Owner of or holds a mortgage on any part or portion of the Property affected by this Declaration, Developer may convey to the Association additional real estate, improved or unimproved, upon which conveyance or dedication to the Association shall be accepted by the Association without further action. Such annexation shall be accomplished by filing in the Burleigh County Recorder's office, a Supplemental Declaration annexing such property executed solely by Developer. Such Supplemental Declaration shall not require the consent of any person other than Developer.

Section 3.

Amendments to this Article. This Article shall not be amended without the prior written consent of Developer so long as Developer owns any part or portion of the Property.

ARTICLE IV.
PROPERTY RIGHTS

Section 1.

Owner's Easements of Enjoyment. Every Owner shall have a right of enjoyment and easement to and in the Common Areas and Improvements which shall be appurtenant to and pass with the title to every Lot subject to the following provisions:

a. The right of the Association to suspend the voting rights for any period during which any assessment against a Lot remains unpaid for a period not to exceed sixty (60) days for any rule breaking of the published rules and regulations of the Association or of any terms of this Declaration.

b. The right of the Association to dedicate or transfer all or any common properties to any public agency, authority, or utility for such purposes and subject such conditions as may be agreed to by the Members of the Association. No such dedication or transfer shall be effective unless any instrument signed by two-thirds (2/3rds) of the Members of the Association agreeing to such dedication or transfer has been recorded.

Section 2.

Owner's Use of Lots. Use of Lots shall be limited to residential purposes as governed by this Declaration, as detailed and delineated on the Plats of the Property, and pursuant to all ordinances and zoning regulations adopted by the City of Bismarck. No commercial use shall be a permitted use of any Lot in the Property.

Section 3.

Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, the Owner's right or enjoyment to the Common Area and Improvements to the Members of the Owner's family, the Owner's guests, Owner's tenants, or Owner's contract purchasers who reside on the Property, which said use shall be subject to the guidelines, rules and regulations promulgated by the Association from time to time and subject to this Declaration.

Section 4.

Landscape, Sign, and Trail Easement Areas. All areas shown or labeled on the recorded Plats of the Property as landscape easements, landscape and sign easements, sign easements, or pedestrian trail easements (collectively, the "Landscape Easement Areas") are hereby confirmed, reserved, and granted to the Association as perpetual easements over and across the affected Lots for the purposes of installing, maintaining, repairing, irrigating, pruning, replacing, and removing landscaping, plantings, trees, shrubs, rock and mulch beds, subdivision and monument signage, and pedestrian trail improvements, together with a right of entry upon the affected Lots as reasonably necessary to exercise such rights. The Landscape Easement Areas are Common Areas and Improvements under this Declaration regardless of the fee ownership of the underlying Lots.

Maintenance responsibilities within the Landscape Easement Areas shall be allocated as follows: (a) the Association shall be responsible for the care, pruning, trimming, removal, relocation, and replacement of all trees, shrubs, and other plantings installed by the Developer or the Association, the maintenance of rock beds, mulch beds, and weed barrier materials, and the maintenance, repair, and replacement of all signage and trail improvements; and (b) the Owner of each Lot burdened by a Landscape Easement Area shall be responsible, at the Owner's expense, for routine upkeep of the Landscape Easement Area located on the Owner's Lot, consisting of ordinary weed control, removal of trash and debris, mowing of any turf grass, and occasional supplemental watering of plantings during dry periods as reasonably needed to maintain plant health. The Owner's routine upkeep obligations under this Section are intended to be modest in scope and consistent with the care of the Owner's own yard, and the Association recognizes and appreciates the stewardship many Owners already provide within these areas.

Each Owner is authorized, without prior approval of the Board of Directors or the Architectural Review Committee, to perform routine upkeep within the Landscape Easement Area located on the Owner's Lot, including pulling weeds and reasonable supplemental watering of plantings, and Owners are encouraged to provide such care. Beyond such routine upkeep, no Owner shall remove, relocate, prune, or materially alter any tree, shrub, planting, sign, or other improvement within a Landscape Easement Area, and no Owner shall install any structure, fence, or planting within a Landscape Easement Area, without the prior written approval of the Board of Directors. The Association may prune, trim, or remove any planting within a Landscape Easement Area, without Architectural Review Committee process, whenever the Association determines such action is reasonably necessary to preserve traffic or pedestrian sight lines, to comply with any requirement of the City of Bismarck or other governmental authority, or to protect public safety. If an Owner fails to perform the Owner's routine upkeep obligations under this Section, the Association may, after written notice to the Owner and a reasonable opportunity to cure, perform such upkeep, and the costs thereof, together with a reasonable administrative fee as set by the Board of Directors, shall be assessed against the Owner's Lot in the manner provided in Article VI, Section 11. This Section shall control over any conflicting provision of this Declaration with respect to the

Landscape Easement Areas.

ARTICLE V.
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1.

Membership. Every person or entity who is a record Owner of a fee simple title or an undivided fee simple interest in any Lot which is subject to this Declaration shall be a Member of the Association; provided that any such person or entity who holds such interest merely as security for the performance of an obligation or lien shall not be a Member.

Section 2.

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

a. Lot Class. Lot Class Members shall be all those Owners of Lots located within the Property. Developer owned Lots are excluded from the Lot Class. Lot Class Members of residential Lots shall be entitled to one (1) vote for each Lot which they own an interest required to obtain membership in the Association by the provisions of this Declaration. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot which is owned by more than one person.

b. Developer Class. The Developer Class shall consist solely of the Developer. The Developer Class Member shall be entitled to one (1) vote for each Lot owned by the Developer, plus one vote for each vote entitled to be cast at any time by the Lot Class Members. The Developer Class member shall cease and terminate no later than six (6) months after the Developer has conveyed title to all the Lots located in the Property.

Section 3.

Board of Directors. Until such time as the Developer Class Member ceases to exist, allowing the Lot Owners to control the Association, the Board of Directors of the Association shall consist of individuals appointed by the Developer.

Section 4.

Duties of Association. The Association shall be responsible for the maintenance, operation, and repair of the Surface Water or Storm Water Management System(s) for the Property and all Common Areas and Improvements. Any repair or reconstruction of the Surface Water or Storm Water Management System(s) shall be as permitted, or if modified, as approved by the appropriate governmental entity having authority over such systems.

ARTICLE VI.
COVENANT FOR MAINTENANCE ASSESSMENTS; OTHER COSTS

Section 1.

Creation of the Lien and Personal Obligation of Assessments. Each initial Owner (other than Developer) of a Lot within the Property hereby covenants that by acceptance of a deed from the Developer for any Lot, whether or not it shall be so expressed in such deed or other conveyance shall be deemed to covenant and agree to pay the Association (or the Developer as provided below): a) an initial assessment of Five Hundred Dollars ($500); b) a community mailbox assessment of Three Hundred Dollars ($300) payable to the Developer; (c) annual assessments or charges; and d) special assessments for capital improvements; all such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection (specifically including reasonable attorneys' fees) thereof as hereinafter provided, shall be a charge on each Lot and shall be a continuing lien upon the real property against which each such assessment is made. No assessments may be assessed against the Green Lot. Each such assessment together with such interest thereon and costs of collection (specifically including reasonable attorneys' fees) thereof as hereinafter provided, shall also be the personal obligation of the person, persons, or legal entity who was the Owner of such Lot or Lots at the time when the assessment becomes due and payable. Any such assessment, together with such interest thereon, and costs of collection (specifically including reasonable attorneys' fees) shall run with the land and be binding upon any successor to any Owner and the personal obligation for delinquent assessments shall pass to an Owner's successor in title. The Association, in addition to the other remedies under this Article, shall have the right to record a Claim of Lien against a Lot for delinquent assessments, charges, special assessments and work performed by the Association, and the Claim of Lien shall be a lien on the Lot and an obligation of the Owner and shall be enforced in accordance with this Article. Notwithstanding anything to the contrary in this Declaration, no assessments of any kind shall be levied or assessed against any Lot held by Developer during the Developer's ownership of that Lot, and the Developer is exempt from (and shall not be liable to the Association for) assessment liens levied and assessed by the Association against a Lot owned by the Developer during the Developer's ownership of that Lot.

Section 2.

Purposes of Assessment. The assessments which may be levied by the Association shall be used exclusively for the purposes of the Association and promoting the health, safety, and welfare of the Owners and residents of the Lots included within the Property, including specifically, but not by way of limitation, participation in and support of the Association, administrative costs of the Association. The assessment for each Lot by the Association shall be based upon a fraction with the numerator being one (1) and the denominator being the number of Lots in existence. If any additional land is added to this Declaration, consequently bringing new lots into existence during any calendar year after the budget and assessments have been established for each Lot for that year, the assessment levied for the Lots and any subsequent phase shall be the same as the assessment for the lots previously in existence; provided, however, no assessment shall be levied against any Lot in a subsequent phase until the first day of the month following the conveyance of each Lot to a purchaser other than the Developer. At the time the budget is reestablished for the subsequent year,

then all assessments will be readjusted based upon the subsequent budget approved by the Association; provided, however, no assessments shall be levied against any Lot held by the Developer. If at the end of the calendar year there is a surplus of funds remaining in the Association, the surplus of funds shall be allocated to the reserve fund of the Association. Assessments shall also be used for maintenance and repair of the Common Areas and Improvements, and for the Surface Water or Storm Water Management System or Systems, including, but not limited to, work on all work within water retention areas, drainage structures, and drainage easements.

Section 3.

Annual Assessments. The amount of the annual assessments shall be in such amounts as adopted or amended from time to time by the Board of Directors, payable quarterly in advance until the amount of the assessments is changed by action of the Board of Directors. It shall be the duty of the Board, at least sixty (60) days before the beginning of the calendar year, to prepare a budget covering the estimated costs of operating the Association during the coming year. At the discretion of the Board of Directors, the budget may include a capital contribution establishing a reserve fund in accordance with the capital budget separately prepared and shall separately list the general expenses. The Board of Directors shall cause a copy of the budget and the amount of assessments to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the end of any calendar year.

The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year. The annual assessment shall commence against each Lot on the first day of the month preceding the date on which the record title to the Lot is transferred to a purchaser other than the Developer.

No Owner may waive or otherwise exempt such Owner from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of the Common Areas and Improvements or by abandonment of any Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner, such obligation to pay assessments shall run with the land. No diminution or abatement of assessment or set off shall be claimed or allowed by reason of any alleged failure of the Association or Board of Directors to take some action or to perform some function required to be taken or performed by the Association or by the Board of Directors under this Declaration or under the Bylaws for the Association, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 4.

Initial Assessments. The initial assessments for the Association shall be (i) a general initial assessment of Five Hundred Dollars ($500) per Lot, Three Hundred Dollars ($300) of which shall be paid directly into the reserve account of the Association, and Two Hundred Dollars ($200) of which shall be payable directly to the working capital of the Association; and (ii) a community mailbox assessment of Three Hundred Dollars ($300) payable to the Developer. The general initial assessments and community mailbox assessment for each Lot shall be due and payable upon the

closing of the sale of a Lot from Developer to any other party, and shall be paid by such purchaser. The Board shall have the power to increase the initial assessments amount to align with the Association's annual costs.

Section 5.

Special Assessments. In addition to the annual assessments as authorized above, the Association may levy in any year a special assessment, applicable to that year only, for the purposes of defraying, in whole or in part, the costs of any construction or reconstruction on expected repair or replacement or a described capital improvement upon the Common Areas and Improvements of the Property. Any such assessment shall have been approved by a majority of the Board of Directors who are voting in person or by proxy at a Board of Directors meeting called for this purpose. Special assessments may also be levied as provided for in Article IX.

A special assessment may be made against any Lot for purposes of collection of any monies due to the Association by such Lot Owner arising under any provision of this Declaration, including, but not limited to, fines and enforcement of the covenants.

The due date of any special assessments permitted herein shall be fixed in the Board of Directors resolution authorizing such special assessment.

Section 6.

Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to any particular Lot on the first day of the month preceding the date on which the record title to the Lot is transferred to a purchaser other than Developer. The first annual assessment shall be adjusted in accordance with the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to each Owner subject thereto at the Lot address, unless the Association is notified otherwise. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

Section 7.

Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by North Dakota law. In addition to such interest, the Board of Directors may establish and impose a reasonable late fee on each delinquent assessment pursuant to a schedule adopted by resolution of the Board of Directors, which late fee is initially set at Twenty-five Dollars ($25.00) per month for each delinquent Lot and may be adjusted by the Board of Directors from time to time. Late fees shall be in addition to, and not in lieu of, interest and all other remedies of the Association, and shall constitute a charge and continuing lien against the Lot and the personal obligation of the Owner in the same manner as assessments under this Article VI. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot located upon the Lot. No Owner may waive or otherwise avoid liability for the assessment provided for herein by non-use of the Common Areas and Improvements in the

Property or by abandonment of the Owner's Lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees. All assessments, interest, late fees, fines, and costs of collection shall continue to accrue notwithstanding the death or incapacity of an Owner, the vacancy of any Lot, or the pendency of any probate, foreclosure, bankruptcy, or similar proceeding, and the Association may present a claim for all such amounts in any probate or similar proceeding affecting an Owner or an Owner's Lot. The costs of collection recoverable by the Association shall include reasonable attorneys' fees, the costs of preparing, recording, amending, and releasing any lien or claim, and reasonable administrative charges of the Association, in each case whether or not suit is commenced.

Section 8.

Subordination of the Assessment Lien to Mortgages. The lien of any assessment provided for in this Declaration shall be subordinate to the lien of any institutional mortgage or any mortgage held by Developer recorded prior to the recordation of a claim of lien for unpaid assessments or special assessments. An institutional lender is defined as a state or federal bank or savings and loan association, a credit union, a licensed mortgage broker, an insurance company, a trust company, savings bank, or other institutional mortgage company. A mortgagee who acquires possession, a purchaser at a foreclosure sale, or a mortgagee which has acquired title by deed in lieu of foreclosure or through a foreclosure action, and all persons claiming by, through, or under such purchaser or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reasons of a foreclosure of a prior mortgage shall be deemed to be an assessment equally divided among, payable by, and a lien against all Lots, including the Lots as to which the foreclosure (or deed in lieu of foreclosure) took place. This Section shall only apply to institutional mortgages and mortgages held by Developer.

Section 9.

Duty to Enforce. It shall be the legal duty and responsibility of the Association to enforce the payments of the assessments under the provisions of this Declaration.

Section 10.

Lot and Exterior Maintenance. In the event an Owner of any Lot in the Property should fail to maintain the Owner's Lot in a manner satisfactory to the Board of Directors after approval of a two-thirds (2/3rds) vote of the Board of Directors and the giving of written notice specified below, the Association shall have the right, through its agents, independent contractors or employees to enter upon the said Lot and to repair, clean, mow, trim, maintain and restore the Lot and the exterior of the buildings, structures, or other improvements located thereon. The above right of entry shall include the right to remove unauthorized items from the Lot. Without limiting the generality of the foregoing provision, the duty to maintain the improvements on the Lot shall specifically include adequate painting or other maintenance of all exterior materials and surfaces. The Architectural Review Committee, in its own discretion, shall determine what steps are necessary to repair, restore, or replace defective conditions. The cost of any such maintenance performed by the Association under this provision, together with a reasonable administrative fee as set by the Board of Directors, shall be added to and become a part of the assessment to which such Lot is subject, which shall be due and payable thirty (30) days from the date the assessment is made.

The notice required to be given pursuant to this provision shall be given in writing and shall be mailed to the Owner.

Section 11.

Landscape Maintenance. Each Owner shall be required to perform adequate landscape maintenance which shall include the obligation to replace all dead or declining landscape, sod, trees, plantings, broken irrigation lines, or similar items and to keep planted and sodded areas free from weeds, trash, debris, and the like. It is hereby declared that where grass or weeds exist on any Lot exceeding a height of six (6) inches as to an occupied Lot, or one (1) foot as to any vacant Lot, then said grass or weeds shall be prima facie considered unsatisfactory to the Board of Directors. The foregoing provisions shall not preclude the Board of Directors from determining that the grass or weeds of a lesser height are unsatisfactory or that other conditions are not satisfactory, but is included rather to serve as an encouragement for the Board to act quickly in extreme incidences. Maintenance responsibilities within the Landscape Easement Areas (as defined in Article IV, Section 4) shall be allocated as provided in Article IV, Section 4, which shall control over this Section 11 with respect to those areas.

In the event an Owner of any Lot in the Property should fail to perform adequate landscape maintenance under this provision, the Association shall have the right, through its agents, independent contractors or employees to enter upon the said Lot and to perform such landscape maintenance.

The cost of any such maintenance performed by the Association under this provision, together with a reasonable administrative fee as set by the Board of Directors, shall be added to and become a part of the assessment to which such Lot is subject, which shall be due and payable thirty (30) days from the date the assessment is made.

The notice required to be given pursuant to this provision shall be given in writing and shall be mailed to the Owner.

Section 12.

City of Bismarck Approval Required for Amendment of Assessments for Common Area Real Estate Taxes and Special Assessments. Notwithstanding the fact that the City of Bismarck, a municipal corporation, is not a party to this Declaration and the City of Bismarck is not an owner of any part or portion of the Property covered by this Declaration, no portion of this Article VI concerning the charging of annual assessments or special assessments and the designation of such assessments as being personal obligations of the person, persons, or legal entity who are Owners of a Lot or Lots for the costs of real estate taxes or special assessments on the Common Areas and Improvements can be modified, changed, or altered without the written approval of the City of Bismarck, specifically including the right of the Association to assess and collect real estate taxes and special assessments from the Owners with respect to the Common Areas and Improvements as detailed in Article IX Section 16 of this Declaration. Any amendment of these portions of this Article VI concerning real estate taxes and special assessments, or any other assessments from a governmental agency having jurisdiction over the Property, which is not approved in writing by the City of Bismarck shall not be valid and shall have no force or effect.

Section 13.

Monument Sign. In the event Developer installs a monument sign or signs for the Property, the costs and expenses of maintenance, repair, and any and all utilities associated with the monument sign or signs shall be paid by the Association and costs shall be assessed to all Lot Owners as provided for in this Declaration.

Section 14.

Transfer Fees. The Association, by and through its Board of Directors, may establish from time to time a reasonable processing title transfer fee to defer the costs of the Association in connection with all title transfers to a Lot within the Property, which fee shall be paid by the transferee of a Lot at the time of closing of the sale and conveyance of fee simple title to any Lot.

Section 15.

Enforcement. The Association, by and through its Board of Directors, may notify any Owner of a violation or breach by the Owner of any covenant or restriction contained in this Declaration, and provide the Owner a reasonable amount of time in which the Owner shall cure the violation or breach. If the Owner fails to cure the violation or breach within the amount of time established by the Board of Directors, the Board of Directors may impose a reasonable fine on the Owner and impose any additional fine(s) for a repeated violation or breach (as an assessment against the Owner's Lot), and/or the Board of Directors may direct the Association to cure the violation or breach, the costs of which shall be assessed to the Owner's Lot along with a reasonable administrative fee as set by the Board of Directors.

Section 16.

Notice of Breach or Violation. The Association, by and through its Board of Directors, or the Architectural Review Committee may at any time that the Board or the Architectural Review Committee believes a breach of this Declaration, as amended from time to time, has occurred, execute, acknowledge, and record in the Office of the Recorder of Burleigh County a Notice of Claim of Breach. Said notice will set forth the facts of such breach, describing the lot or lots upon which such violation has occurred and setting forth the owner's name. Such notice upon being recorded shall be notice to all persons of such breach. No notice recorded in good faith under this Section shall be deemed slander of title or a wrongful cloud on title, and each Owner waives any claim against the Association, the Board of Directors, and the Architectural Review Committee arising from the good faith recording of any such notice. Within thirty (30) days after the Association or the Architectural Review Committee confirms that the breach described in a recorded Notice of Claim of Breach has been cured, the Association shall execute, acknowledge, and record in the Office of the Recorder of Burleigh County a Notice of Release releasing such Notice of Claim of Breach as to the affected Lot.

Section 17.

Vacant Lot Maintenance Program. In addition to the rights and remedies set forth in Sections 10 and 11 of this Article VI and any other remedies available herein or pursuant to applicable law, the

Association is authorized, but not obligated, to mow, trim, and treat for weeds any vacant or unimproved Lot within the Property on a scheduled or as-needed basis as determined by the Board of Directors, without prior notice to or consent of the Owner. Each Owner, by acceptance of a deed to a Lot, is deemed to have authorized such entry and maintenance, and no such entry shall constitute a trespass. The Association may charge the Owner of each Lot so maintained a fee of up to One Hundred Fifty Dollars ($150.00) per mowing occurrence, as may be adjusted by resolution of the Board of Directors from time to time, and may charge the actual cost of any other vacant lot maintenance, including weed spraying and treatment, together with a reasonable administrative fee as set by the Board of Directors. All such charges shall be assessed against the Lot and shall constitute a charge and continuing lien against the Lot and the personal obligation of the Owner in the same manner as assessments under this Article VI. The Board of Directors may, in its discretion, establish opt-in, opt-out, scheduling, or other administrative procedures for the program from time to time, but no such procedures shall be a condition to the exercise of the Association's rights under this Section. The above notwithstanding, should the actual cost incurred by the Association exceed an established maintenance fee, the Association may always charge and assess the actual cost incurred for mowing, maintenance, and other services hired out by the Association, or otherwise provided by the Association, to any Lot or Owner and nothing stated herein shall be interpreted to cap or restrict the Association from doing so.

Section 18.

Combination Lots. The combination, replatting, vacation of a common lot line, or common ownership or development of two or more Lots shall not, by itself, reduce or eliminate the assessments otherwise attributable to each Lot. Unless otherwise determined by the Board as provided below, each Lot originally established by the applicable plat shall remain separately subject to all annual, special, and other assessments imposed by the Association, notwithstanding that two or more Lots are owned by the same Owner, combined for development purposes, replatted, or used together as a single building site.

Notwithstanding the foregoing, the Board shall have the authority, in its reasonable discretion, to determine that two or more combined Lots shall be treated as a single Lot for purposes of Association assessments when the nature, size, configuration, permitted use, or development of the combined Lots makes the imposition of separate assessments inequitable or inconsistent with the manner in which assessments are imposed upon similarly situated properties within the Property. In making such determination, the Board may consider, among other relevant factors, whether the combined Lots were originally intended for single-family, twinhome, townhouse, or other development; the number of dwelling units permitted or actually constructed upon the combined property; the size and configuration of the combined property; and the relative benefit received from Association services and Common Areas.

Any determination by the Board under this Section shall be made in writing and shall specify the number of assessments applicable to the combined property. The Board may impose reasonable conditions upon such determination and may provide that the determination remains effective only so long as the Lots remain combined, under common ownership, or developed and used in a manner upon which the Board's determination was based. If the combined property is subsequently divided, replatted, separately conveyed, separately developed, or otherwise changed in a manner material to the Board's determination, the Board may prospectively modify the number of assessments applicable to the affected Lots.

ARTICLE VII.
INSURANCE

The Association shall maintain any and all insurance coverage as deemed necessary and appropriate from time to time; *provided, however,* that upon the Developer's transfer of control of the Association to the Association's Board of Directors, the Association shall be required to obtain and maintain general liability insurance for the Property. This insurance policy must provide coverage for all claims that may arise from the development of the Property, this Declaration, and the Association's operation and management of the Property. The Association shall name the Developer, and its agents, representatives, officers, directors, officials and employees, as an additional insured on the policy.

ARTICLE VIII.
ARCHITECTURAL CONTROL

Section 1.

Developer Exemption. Notwithstanding the provisions of this Article VIII, the Developer SHALL BE EXEMPT FROM THE REQUIREMENTS SET FORTH IN THIS ARTICLE VIII. The Developer shall not be required to comply with the procedure set forth in this Article. This exemption applying to the Developer shall extend until the Developer has transferred and conveyed the last Lot owned by the Developer in the Property.

Section 2.

Architectural Control. No building, landscaping, or other structure or any improvement of any nature whatsoever shall be commenced, erected, or maintained (which shall include but not be limited to staking, excavating, filling, clearing, grading, or other site work) upon any Lot within the Property, nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications shall have been approved in writing by the Architectural Review Committee. Once constructed, any change in exterior appearance or color scheme shall also require approval by the Architectural Review Committee. The plans and specifications shall show, among other requirements, all items required herein or in the guidelines, including but not limited to, the design, nature, character, shape, height and location shall be compatible and harmonious with the surrounding residences and topography. Although it is not mandatory, each Lot Owner is encouraged to submit conceptual drawings and preliminary specifications for exterior elevations of any residential living unit in advance of submitting all final submittals outlined herein. Conceptual approval is not mandatory and is provided only as a courtesy to Lot Owners and builders retained by Lot Owners so that preparation of plans and specifications, and final approval thereof, will be cost-effective and time-efficient. Conceptual approval plans shall not constitute approval for commencement of construction. The Architectural Review Committee reserves the right to require three-dimensional elevations to be included in any building plan if the exterior elevations submitted are not sufficiently clear and representative of the design and character of the exterior elevation in the sole judgment of the Architectural Review Committee. The Developer specifically discloses that building plans for a residential living unit that the Architectural Review Committee determines in sole discretion is not compatible in style, design and/or quality may be disapproved, even if disapproval is solely on the basis of aesthetic preference, compatibility, image, taste, or

harmony as determined solely and exclusively by the Architectural Review Committee. The Architectural Review Committee shall have sole discretion to approve or disapprove plans based on aesthetic considerations, compatibility with surrounding properties, and adherence to the overall design standards of the community. The Architectural Review Committee's decision shall be final and binding.

Section 3.

Landscaping Plan. At the time building plans are presented for approval, there shall be included a landscaping plan meeting the consistent landscaping criteria set forth above, and also delineating each of, but not necessarily limited to, the following items:

a. The location and type of each plant, tree, or other type of foliage intended to be included as part of the landscaping plan.

b. The proposed removal of any existing plant, tree, or other type of foliage which exists on the Lot prior to commencement of any landscaping.

c. The height, width, size (including container size), spacing and quantity of each variety of plant material.

d. The tree specifications, including height, spread, number of trunks and trunk caliper and height.

e. The location of each item of landscaping on the Lot and the design and arrangement of the same.

Final approval as required by this Article will not be deemed to be complete until such landscaping is satisfactorily installed, inspected and installation is finally approved by the Architectural Review Committee. The approval of building plans without submission of an approved landscaping plan shall be deemed to be a waiver of the requirement of this Section 3 requiring approval of and inspection of landscaping.

Section 4.

Composition of Architectural Review Committee. An Architectural Review Committee is hereby formed and shall initially consist of the Developer. The Developer may, at any time, appoint qualified individuals in the opinion of Developer to constitute the Architectural Review Committee. At such time as the Developer transfers control of the Association to the Association's Board of Directors, the Board of Directors shall be responsible for the selection of members and composition of the Architectural Review Committee.

Section 5.

Duties of Architectural Review Committee. The Architectural Review Committee shall have the following duties and powers:

a. To promulgate from time to time Architectural Guidelines for the Property and all Lots and any improvements to be constructed thereon. However, any Guidelines shall be set forth in writing and made available to all Owners and prospective Owners of the Association. Any Guidelines promulgated by the Architectural Review Committee shall be subject to final approval of the Board of Directors. The Guidelines shall include any and all matters considered appropriate by the Architectural Review Committee not inconsistent with the provisions of this Declaration;

b. To approve all buildings or other structures which shall be commenced, erected, or maintained on any Lot within the Property and to approve any exterior additions to or changes to or alterations therein as more particularly described in this Declaration, specifically including approval of any and all landscaping plans for each Lot;

c. To disapprove any such building plans and specifications and Lot grading and landscaping plans, which the Architectural Review Committee determines is not consistent with the planned development of the Property; and

d. To require to be submitted for approval any samples of building materials and colors proposed or any other data or information necessary for the Architectural Review Committee to reach its decision.

Section 6.

Required Submittals. At the time of each application, each of the following items is required to be submitted to the Architectural Review Committee:

a. Complete blueprints of proposed construction, including:

   i. Elevations for any building, structures, or other improvements including but not limited to decks, patios, porches, pools and exterior lighting;
   ii. Construction plans including cross-sections and floor plans showing the total square footage of the living space.

b. Specifications, including without limitation, complete description and samples of exterior materials, colors, paint and rough materials.

c. Site plan showing:

   i. Locations and dimensions of buildings, structures, sidewalks, driveways, community mailboxes and other proposed improvements;
   ii. Exterior color chart showing the color of all exterior surfaces, materials, roof, walls, trim, glass, hardware and similar items.

d. A sample of and adequate description of exterior siding and roofing materials.

e. Site clearing and grading plan, including identification of existing trees having a diameter of four (4) inches or more (measured three feet above the ground level)

proposed to be removed and showing proposed and existing land grade contours, flow of site drainage, proposed elevations of improvements above the ground level of the public right-of-way detailing any proposed use of fill and any other information requested.

f. Landscape and irrigation plans.

g. Any other information required by the Architectural Review Committee in order to insure compliance with the requirements of this Declaration and any written Guidelines.

h. List of all contractors and subcontractors with contact information.

i. Detailed anticipated construction schedules and construction timelines.

Unless otherwise specifically provided for herein or otherwise required by the Architectural Review Committee at the time of submittal, site plans shall be submitted with the construction plans and shall be the same size as all other sheets of the construction plans. Site plans will be reviewed to determine among other things, if a reverse plan would better serve the Property based on: i) the location of garages and driveway entry points of the proposed residential living unit, if any, adjoining the Lot in question; and ii) any exterior lighting or other existing structures on a Lot under review.

Section 7.

Review Procedure. The Architectural Review Committee shall either approve, disapprove, or request more specific information regarding any plans or materials submitted to it within thirty (30) days from the date of receipt of all submittals required above. Under no circumstances shall the thirty (30) day period begin to run until all of the items specified in Section 6 of this Article required to be submitted has been received by the Architectural Review Committee. It is the intent of the Architectural Review Committee to make all reasonable efforts to expedite plan approval processes. Applicants requesting review by the Architectural Review Committee are encouraged to make initial submittal packages as complete as possible, and in a case of a request for more information, to respond as quickly as possible in order to prevent delays in the approval process.

The failure of the Architectural Review Committee to either approve, disapprove, or request more specific information within such thirty (30) day period shall be deemed to be and constitute an approval of said plan or materials, subject, however, at all times to the Covenants, Conditions, Restrictions, and other requirements in this Declaration. The failure of the Architectural Review Committee to act within the thirty (30) day period specified above shall not under any circumstances constitute a waiver of the provisions of this Declaration.

a. Initial Construction of an Improvement. The Owner who initially constructs an improvement on any Lot must complete such construction in a timely manner and substantially in accordance with all plans and specifications, landscaping plans, pool plans, and any other plans for construction of any improvements on the Lot (the "**Construction**"). Any construction of an improvement on any Lot shall be substantially completed within twelve (12) months unless otherwise approved in

writing by the Architectural Review Committee. Landscaping on a Lot shall be completed within six (6) months from the date the dwelling residence is completed. The Owner shall notify the Architectural Review Committee in writing when the Construction has been completed, and the Architectural Review Committee shall within ten (10) days of receiving such notice, make an inspection to verify completion of the improvements in accordance with the approved plans.

b. Inspection Rights. The Architectural Review Committee shall have the right to enter upon any Lot to inspect any improvement to ensure the improvements conform with the approval granted by the Architectural Review Committee. The right of entry as granted herein and all associated rights of inspection shall extend from the beginning of Construction including site work and continue until thirty (30) days after all improvements have been completed.

c. Remedies for Non-Compliance. Should the Architectural Review Committee determine that the Construction has not been completed in accordance with approved plans and specifications, the Architectural Review Committee shall notify the Owner in writing citing the deficiencies (**Notice of Non-Compliance**) and the Owner shall within fifteen (15) days after receipt of the Notice of Non-Compliance commence correction of the deficiencies and continue in an expeditious manner until all deficiencies have been corrected. Should any Construction not be completed in a timely manner as determined by the Architectural Review Committee, or not be completed in accordance with the plans and specifications approved by the Architectural Review Committee, the Architectural Review Committee shall have the right to seek specific performance of the Owner's obligation to complete the Construction as initially approved by the Architectural Review Committee; or, in the alternative, enter upon any Lot and complete the Construction as approved at the expense of Owner, subject, however, to the following provisions. Prior to commencement of any work on a Lot, the Architectural Review Committee must furnish written notice to the Owner that unless the specified deficiencies are corrected within fifteen (15) days, the Architectural Review Committee shall correct the deficiencies at Owner's expense. The provisions allowing the Architectural Review Committee to enter upon any Lot does not impose any obligations upon the Architectural Review Committee to act in such manner and such election shall be completed at the sole discretion of the Architectural Review Committee. If correction of the deficiencies is not commenced within fifteen (15) days, or if such correction is not continued thereafter in an expeditious manner, the Architectural Review Committee has the right to seek legal action to force the Owner, or any successor to an Owner, to complete all improvements in accordance with the approved plans and specifications. The Notice of Non-Compliance shall contain the legal description of the Lot. Once recorded, the Notice of Non-Compliance shall constitute a notice to all potential purchasers from the Owner that the Architectural Review Committee shall have the right to enforce completion of all improvements against the Owner, or any successor of the Owner.

Once the Architectural Review Committee determines that all improvements have been completed in accordance with the approved plans and specifications, the

Architectural Review Committee shall issue the Owner a Certificate of Approval in a recordable form, which shall make reference to the recorded Notice of Non-Compliance, and be executed by a majority of the members of the Architectural Review Committee. The recording of the Certificate of Approval shall be conclusive evidence that all improvements have been approved by the Architectural Review Committee, but shall not excuse the Owner from the requirement that the plans and specifications for subsequent changes, modifications, or alterations to improvements must be submitted to and approved by the Architectural Review Committee prior to the commencement of any work.

d. Guidelines, Rules, and Regulations. The Developer, in order to give guidelines concerning the architectural design, construction, and maintenance of the dwelling units, may promulgate additional ARCHITECTURAL GUIDELINES, RULES AND REGULATIONS ("**Guidelines**"). The Guidelines, if created, shall be maintained at the offices of the Developer so long as the Developer owns any Lot in the Property. If created, Developer declares that the Property shall be held, transferred, sold, conveyed, and occupied subject to the Guidelines, as amended from time to time by the Developer.

e. Failure of Owner to Comply with Order of Architectural Review Committee. In the event the failure of an Owner of a Lot to comply with the written directive or order from the Architectural Review Committee, then, in such event, the Architectural Review Committee shall have the right and authority to perform the subject matter of such direction or order and the costs of such performance shall be charged to the Owner of the Lot in question, and may be recovered by the Association for the Architectural Review Committee in an action at law against such Owner. The Association shall have the right to place a lien against a Lot under this provision until all such costs and expenses have been collected and are reimbursed to the Architectural Review Committee. Any lien placed upon a Lot by the Association shall not be deemed slander of title by any Owner and no Owner shall have any right to bring any legal action against the Association or the Architectural Review Committee, or the Developer on behalf of such lien.

f. Storage and Removal of Construction Material. Except the Developer, the Lot Owners may not store construction materials on a Lot for a period exceeding fifteen (15) days without commencing construction, and if construction does not commence, the Developer may remove such stored materials. Costs incurred in such removal by the Developer will become a lien on said Lot, accruing interest at the highest rate permitted by North Dakota law. Construction, once commenced, shall be diligently pursued to completion.

g. No Liability. Plans and specifications submitted to the Architectural Review Committee shall not be reviewed for engineering or structural design or quality of materials. By approving any such plans and specifications, neither the Architectural Review Committee, the Developer, nor the Association assumes any liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither the Association, the Architectural Review Committee, the Board of Directors of the Association, nor the Developer, nor any of

their respective officers, directors, members or agents shall be liable in damages to anyone submitting plans and specifications for approval, or to any Owner of a Lot within the property affected by these restrictions by reason of a mistake in judgment, negligence, nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person or entity who submits plans or specifications and every Owner agrees that such Owner will not bring any action or suit against Developer, the Association, the Architectural Review Committee, the Board of Directors of the Association, or their respective officers, directors, or agents to recover any such damages and hereby releases, remises, quit claims, and covenants not to sue for any claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provide that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

ARTICLE IX.
RESTRICTIONS

Section 1.

Living Units. Each Lot shall be utilized solely as a single-family residential living unit, or if approved by the Association, twin-home or other multi-family residential living units. Each Lot shall be sold solely and exclusively for residential purposes. Except as expressly provided herein, no structure shall be erected, altered, placed or permitted on any Lot, other than one single family residential living unit as designated on the Plats of the Property, or if approved by the Association, twin-home residential living unit. No other structure shall be erected or moved onto any Lot.

Section 2.

Residential Use Only. The term "residential" as used herein shall be construed as single-family living units as designated on the Plats of the Property, or if approved by the Association, twin-home or other multi-family residential living units, only, and shall exclude the rental of portions of the home, except as provided by the Bylaws of the Association, and shall exclude professional and commercial uses. No Lot or any portion thereof, shall at any time be used for any trade, profession, manufacturing or business of any description and no noxious, illegal, or offensive activity shall be carried on nor shall anything be done thereon which may become an annoyance or nuisance to the subdivision. Notwithstanding the foregoing, an Owner or occupant residing in a residential living unit may keep and maintain his or her business or professional records in such residential living unit and handle matters relating to such business by telephone or correspondence therefrom, provided that such uses are incidental to the residential use, do not involve physical alteration of the residential living unit and do not involve any observable business activity such as signs (except as permitted by the Association pursuant to review by the Architectural Control Committee described in Article VIII hereof and subject to all ordinances and zoning regulations adopted by the City of Bismarck), advertising displays, bulk mailings, deliveries, or visitation or use of the residential living unit by customers or employees. Under no circumstances, however, shall an Owner or occupant maintain a business in his or her residential living unit which involves (i) food preparation for sale and distribution to the public, (ii) retail sales, (iii) industrial products of any type, (iv)distribution of products in bulk, or (vi) hazardous activities or substances.

Section 3.

Building Set Back and Location. The plat map of the Property sets forth the corridors within which all residential living unit structures within the Property shall be located and constructed. The precise location of all structures to be constructed on a given Lot shall be subject to the prior written consent and approval of the Architectural Review Committee. All building setbacks and location shall be completed in full compliance with all applicable ordinances, rules and regulations of the City of Bismarck. Any setbacks greater than twenty-five feet (25') must be approved in writing by the Architectural Review Committee.

Section 4.

Square Footage Requirements. Except as provided directly below, under no circumstance shall the above ground square footage of any residential structure, exclusive of open porches and garages, be less than 1,200 square feet. With respect to ranch style homes, the at or above ground living area of each ranch home, exclusive of open porches and garages, shall not be less than 1,600 square feet. With respect to homes of two stories or more above ground, the at or above ground living area of each such residential structure shall be no less than 2,400 square feet with no less than 1,200 square feet on the main/ground level of each home. With respect to split level style homes, the above ground-main level of each such home shall have a minimum of 1,600 square feet at or above ground level. With respect to any twin-homes, the at or above ground living area of each twin-home, exclusive of open porches and garages, shall not be less than 1,000 square feet in the aggregate. With respect to any other multi-family residential living units as may be approved by the Association, the at or above ground living area of such multi-family residential living units shall be subject to any minimum square footage requirement as determined by the Architectural Review Committee. Notwithstanding the foregoing or anything else to the contrary in this Declaration, the Architectural Review Committee shall have total discretion in the approval or disapproval of construction plans and the location of all structures to be constructed on each Lot within the Property, and the Architectural Review Committee shall have the authority to increase or decrease the square footage requirements for residential structures or grant exceptions to the square footage requirements on a case-by-case basis.

Section 5.

Residential Construction. All residential living unit structures shall be constructed on site of new materials only. All residential structures shall have an attached two (2) car garage, minimum. No garage doors shall exceed ten (10) feet in height. No other existing or prefabricated dwelling structures, sheds or storage buildings shall be moved, placed or permitted on a Lot. All residential structures shall be constructed in precise compliance with the requirements of the Architectural Review Committee as detailed above. The Architectural Review Committee shall have total discretion in the approval or disapproval of construction plans and the location of all structures to be constructed on each Lot within the Property.

Section 6.

Excavation. Any and all soils excavated from a Lot within the subdivision shall be deposited, at the Lot Owners' sole cost and expense, off site or blended. With the exception of topsoil for purposes

of establishing landscaping, no "foreign" soils shall be placed or deposited on any Lot within the subdivision without the prior express written consent of the Architectural Review Committee.

Section 7.

Subdivision of Lots. No Lot shall be further subdivided without the express prior written consent of the Association.

Section 8.

Exterior Storage. No trailer, mobile home, boats, pontoons, boat docks/ramps, watercraft, motor home or equipment or recreational vehicle or other type vehicle shall be parked or stored on any portion of the Property, unless stored within a garage. No such items shall be stored or parked on a street anywhere within the Property for more than 48 consecutive hours or more than 48 cumulative hours per seven (7) consecutive day period. All vehicles parked in open view and not in a garage must be operable and may not be unsightly. No vehicle may be parked on any yard. It is intended that there shall be no on street or on driveway storage of any such items. The Association shall have sole and absolute discretion in determining whether a Lot owner is attempting to avoid or circumvent the intention of this provision by moving such items from location to location within the subdivision. The above-notwithstanding, during the boating season, it is permissible to park and store boats and private watercraft on the driveway of a Lot for no more than seventy-two (72) consecutive hours.

Section 9.

Pets. No horses, mules, llamas, cows, hogs, goats, chickens, poultry, pigeons, snakes, prairie dogs or other similar animals shall be kept or maintained anywhere within the subdivision. Only domestic pets shall be allowed and only to the extent allowed by the ordinances of the City of Bismarck. All domestic pets shall be subject to proper confinement and control so as to not create a nuisance or be offensive to other Owners. The commercial breeding and sale of any animal is forbidden upon any Lot. All dogs shall be either maintained on a leash or otherwise restricted to the owner's premises so as not to run at large at any time. All kennels shall be erected or placed directly adjacent to the exterior of the residential living unit as approved by the Architectural Review Committee. All kennels shall be cleaned and maintained so as to reduce, to an absolute minimum, odors. The Architectural Review Committee shall reserve the right to require that a kennel wall be of solid wall construction (i.e. no chain link fence). Excessive dog barking and/or the failure to restrict pets to the Owner's premises, in the discretion of the Architectural Review Committee and/or Board of Directors of the Association, may be deemed a "nuisance" as said term is defined in the Bylaws of the Association.

Section 10.

Trash and Refuse. No trash, ashes or other refuse may be thrown, dumped or stored on any Lot. All trash, or other refuse, and trash cans and containers shall be kept in garages or in enclosures such that they will be concealed from the view of streets and Lots which are adjacent to the Lot on which they are located except on days garbage pickup is made. Absolutely no trash burning shall occur on the premises. Small fire pits and portable fire containers shall be allowed to the extent that the same do not violate any city or county fire code or regulations. There shall be no abandoned,

junked, inoperable or wrecked vehicles, trailers, equipment stored on any Lot or anywhere within the subdivision. No garbage or other similar debris shall be stored or allowed to remain on any Lot. All such items shall be promptly removed from each Lot by and at the Lot Owner's sole cost and expense.

Section 11.

Fences. There shall be no fence, temporary or permanent, constructed or placed on any Lot within the Association, except as approved by the Architectural Review Committee. The Architectural Review Committee shall have the sole authority to establish reasonable criteria and requirements for approval of any fences and shall be the sole judges of whether the criteria are satisfied. In no event shall any privacy fences be permitted on any Lot.

Section 12.

Signs. No signs, billboards, or objects of unsightly appearance or nuisances (all as determined by the Board of Directors) shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the Property except that no more than one (1) "for sale" sign or "for rent" sign of not more than five (5) square feet may be maintained on any Lot. Except as provided in this Section 12, nothing shall be kept on any Lot that will cause any noise that might disturb the peace, comfort or serenity of the occupants on surrounding property. The foregoing restrictions in this Section 12 shall not apply to the commercial activities, signs and billboards, if any, of the Developer or the use or operation of sales offices by the Developer during the construction and sales period. One or more signs may be placed on the Green Lot identifying the name of the Property as approved by the Developer or Association.

Section 13.

Septic System. No septic tanks and/or drainage fields shall be constructed anywhere on the Property.

Section 14.

Developer Obligations. All Lots shall be conveyed by Developer as unimproved property without any obligation on the part of the Developer to improve the same with the exception of the Developer's obligation to install paved roads as depicted on the Plats of the Property to be paid through a city special assessment district, and provide access to a city sewer main and city water main for individual residential purposes. Each Lot Owner shall be solely responsible for all applicable special assessments for such improvements and for the entire cost of attaching/connecting to the city-provided main water line and city sewer lines.

Section 15.

Antennas and Satellite Dishes. Excepting satellite dishes not to exceed 36 inches in diameter, no antennas or satellite dishes may be attached to any residential living unit without the prior express written approval of the Architectural Review Committee. No more than two 36 inch, or less, satellite dishes shall be allowed per residential living unit.

Section 16.

Collection of Real Estate Taxes on Common Areas. All real estate taxes and special assessments with respect to the Common Areas and Improvements shall be paid by the Association, regardless of the ownership of the Common Areas and Improvements. Aside from the foregoing, each Lot Owner shall be responsible for the timely payment of all real estate taxes and special assessments with respect to the Owner's Lot(s).

Section 17.

Covenants to Run with the Land. This Declaration and these covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by two-thirds (2/3rds) of the then Owners of Lots has been recorded, agreeing to change said covenants in whole or in part. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

Section 18.

Driveways. All driveways must be either four inches (4") of concrete or three inches (3") of concrete with a block overlay. Colored concrete and stamped concrete are permitted. All driveways are subject to prior approval and review by the Architectural Review Committee.

Section 19.

Game and Play Structures. All such structures must be located where they will have a minimum visual impact on adjacent Lots. In most cases, material used must match existing materials of the residence constructed upon the Lot and no playhouse may be larger than one hundred (100) square feet. Any metal play equipment, exclusive of wearing surface, will generally be required to be painted to blend into the surrounding environment (earth tone colors comparable to natural surroundings).

Section 20.

Basketball Goals. Any basketball goal backboard must be perpendicular to a primary street, and the backboard must be black, white, beige, clear, or light gray. Any supporting post for a basketball goal must be painted black, and written approval must be received by any neighbor who may be impacted by play is required to be obtained. One portable basketball goal is permitted rather than a permanently fixed basketball goal.

Section 21.

Swimming Pools. No approval shall be required for children's portable wading pools which are emptied at night and that do not exceed eighteen inches (18") in depth and whose surface area does not exceed thirty-six (36) square feet. Above ground pools are prohibited. For all in-ground pools,

the appearance, height, and detailing of all retaining walls must be consistent with the architectural character of the residence constructed on the Lot with some terracing acceptable. Any privacy fencing or fencing required by governmental regulations must comply with the restrictions on fences. The maximum pool area is limited to no more than seven percent (7%) of the total Lot square footage unless otherwise approved by the Architectural Review Committee. No glaring light sources which can be seen from neighboring Lots are permitted. Exterior hot tubs must be screened from adjacent properties and streets, and any screening must comply with fence restrictions. All in-ground pools and any required fencing shall be subject to the Architectural Review Committee's approval.

Section 22.

Temporary Structures. No temporary structure shall be permitted to be constructed or located upon a Lot, including ice fishing houses or hunting blinds.

Section 23.

Clotheslines and Above-Ground Tanks. No clothesline or above-ground tanks of any kind are permitted.

Section 24.

Solar Devices. Solar devices shall be permitted provided they are approved, in advance, by the Architectural Review Committee.

Section 25.

Statues, Windmills, Fountains/Water Ornaments and Other Ornamental Features. The installation of any windmill, fountain/water ornament or other ornamental feature must be approved, in advance, by the Architectural Review Committee, and the Architectural Review Committee, when considering a request from a Lot Owner, shall consider the potential impact on neighbors in the area of the Lot in question and shall have the power to deny any request if the Architectural Review Committee determines it will have a negative effect on any neighbor(s) of the Lot in question.

Section 26.

Community Mailboxes. No individual mailbox will be allowed on any Lot. All mailboxes for the Property shall be community mailboxes (sometimes known as "cluster box unit" mailboxes) as required by the U.S. Postal Service. The location of all community mailboxes is determined by the U.S. Postal Service and no Lot Owner may object to or attempt to change the location of any community mailbox. Each Lot Owner shall pay an initial assessment of Three Hundred Dollars ($300) for community mailboxes as provided in Article VI, Sections 1 and 4, above.

Section 27.

Review Fees. When an Owner, other than the Developer, submits plans to the Architectural Review Committee for preliminary review or final approval, the submission shall include the

"Review Fees" as described below:

a. **New Home Construction:** The original contemplated alteration of a Lot from its natural state to a single-family residence (or if approved by the Association, twin-home residence) with submission to include building plans, specifications, and other plans required by this Declaration: Five Hundred Dollars ($500).

b. **Major Alteration or Addition:** Structural or site modification taking place after the original construction which is significant enough to require the issuance of a building permit by a governmental authority: Five Hundred Dollars ($500).

c. **Changes to or Resubmission of Plans:** Whenever a submission for which the Architectural Review Committee has previously granted final approval is resubmitted for final approval to the Architectural Review Committee due to changes in the originally approved plan, or whenever a submission whose approval is previously denied is resubmitted by a builder or by a homeowner: One Hundred Dollars ($100).

d. **Additional Review Fees.** In addition to the Review Fees as described above, the Architectural Review Committee shall be reimbursed by any Owner for such costs and expenses which are incurred by the Architectural Review Committee in the evaluation process, including, but not limited to, ordering surveys of lot lines and easements, and/or engaging the resources of an engineer, architect, attorney, or consultant. Notwithstanding this provision, the Architectural Review Committee is not required or obligated to incur any outside third-party costs in the evaluation process of plans, specifications, or permits.

Reinspection. When a structural improvement fails to pass inspection because of non-compliance with an approved plan and specifications, a reinspection fee shall be imposed as a condition of final approval: One Hundred Dollars ($100).

Section 28.

Occupancy and Sale. The occupancy of any Lot within the Property shall be subject to the provisions set forth in this Section. As used herein, a Lot is considered to be leased if it is occupied on a temporary or continual basis by parties other than the Owner or the Owner's family.

a. All leases or non-owner occupancy arrangements must be in writing and shall each have a minimum term of six (6) months, unless a shorter period is permitted specifically by the Association. At the time of entering into a lease, the Owner and the Owner's tenant shall provide the Association with an executed copy of the lease and pay a review fee of One Hundred Dollars ($100).

b. Each lease shall contain, or shall be deemed to contain the following:

   i. The lease shall designate the parties who are entitled to occupy the Lot and shall state that no other parties are permitted to occupy such Lot.
   ii. The lease shall provide that continued violation of any provisions of this

Declaration shall constitute cause for termination of the lease and eviction of the tenant.

c. In the event of a continued violation of this Declaration and the restrictions and conditions set forth herein on a lease or non-owner-occupied Lot, the Board of Directors of the Association have the right to give notice to the Owner directing the Owner to institute proceedings to evict the tenants. In the event the Owner has not initiated and completed eviction proceedings within thirty (30) days, the Association shall have the right, but not the duty, to institute eviction proceedings on behalf of the Owner. For this purpose, each Owner hereby irrevocably appoints the President of the Association as the Owner's attorney-in-fact for purposes of initiating said eviction action. Any and all court costs and attorneys' fees expended by the Association pursuant to any eviction action under this provision shall be the responsibility of the Owner and shall be paid within thirty (30) days of written notice from the Association requesting payment. In the event such costs and fees are not paid, the costs and fees shall become a special assessment against the Owner and against the Owner's Lot and, if not paid shall be subject to the lien and foreclosure procedure contained in this Declaration.

d. At the time of the sale of any Lot, the Owner, except Developer, is required to provide the Association the following:

i. Name, address, email address and telephone number of Buyer;
ii. Date of closing;
iii. Copy of the deed transferring title.

ARTICLE X.
WAIVER OF VIOLATION

Where an improvement on any Lot is submitted to the Architectural Review Committee for approval or where a building has been erected or the construction thereof is substantially advanced and the construction would constitute a violation of this Declaration or is situated on any Lot in such a manner that the same constitutes a violation or violations of any of this Declaration, the Board of Directors or the Developer shall have the right to release such Lot or portion thereof from such part of the provisions of this Declaration which are violated; provided, however, said Architectural Review Committee or Developer shall not release a violation or violations of any such covenant except as to a proposed waiver either the Architectural Review Committee or the Developer, in their respective sole discretions, determine to be not seriously detrimental to the neighborhood of the Property, or to be a positive contribution to surrounding residential living units of the Property. For example, but not by way of limitation, preservation of existing trees might be a circumstance. Waivers may also be appropriate where a proposed material, design, or treatment, while in not strict compliance, is a positive element or is indistinguishable from a permitted material, design, or treatment or possesses the same visual quality. A violation of any provision of this Declaration or the decision of the Developer or the Architectural Review Committee to waive or otherwise grant and authorize variances from any terms or restrictions herein shall not be deemed to be a defense to establish a basis for others to violate any of the terms, conditions, covenants, or provisions contained in this Declaration.

ARTICLE XI.
GENERAL PROVISIONS

Section 1.

AMENDMENTS. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, conditions, restrictions, easements, charges, and liens of this Declaration may be amended, changed, added to, modified, or deleted at any time from time to time upon the approval of three-fourths (3/4ths) of the total vote of the Lot Class at a regular or special meeting of the Association for such purpose. So long as the Developer is the Owner of or holds a mortgage on any part or portion of the Property affected by this Declaration, the Developer's consent to any amendment to this Declaration must be obtained in writing. Additionally, the Developer shall have the right, in the Developer's sole discretion, to amend this Declaration so long as the Developer owns or holds a mortgage on any Lot (excluding the Common Areas and Improvements) in the Property. All subsequent grantees of the Property, hereby grant to Developer their powers of attorney to effect any change, amendment, modification deemed to be required by Developer. Additionally, any amendment which materially and significantly affects the Developer's ability to develop the Property, sell improved or unimproved Lots, modify or terminate any rights or reservations granted to the Developer in this Declaration must be approved and executed by the Developer. Further, for an amendment to be effective, a Supplemental Declaration certifying the amendment shall be recorded in the County Recorder's office for Burleigh County, North Dakota. No amendment or termination shall require the consent or joinder of any mortgagee or lienholder holding a lien upon any part or portion of the Lot.

Section 2.

Notice to Lot Owners. As to any notice required to be sent to any Member of the Association or Owner, such notice shall be deemed to have been properly sent when (i) personally delivered, (ii) mailed, postage pre-paid, to the Lot address of the Owner who own the Lot, or at such other address as may be provided by an Owner or Member of the Association in writing to the Association, or (iii) transmitted by electronic transmission to any email address or cellular telephone number of the Owner or Member of the Association contained in the files or records of the Association.

Section 3.

Severability. Invalidation of any one of these covenants or restrictions set forth in this Declaration or any part thereof by judgment or court order shall in no way affect the other provisions of this Declaration which shall remain in full force and effect.

Section 4.

Governing Law. It is expressly understood that the laws of the State of North Dakota shall govern the interpretation and enforcement of this Declaration and all provisions contained herein.

Section 5.

Easement for Inspection. All Owners of a Lot within the Property agree that the Developer and/or representatives of the Architectural Review Committee will be allowed to inspect each Lot for purposes of making sure such Lot is in compliance with the provisions of this Declaration and conduct all activities reasonably necessary to carry out such inspection. Each Owner waives any and all claims for a trespass on a Lot arising from such inspection.

Section 6.

Developer's Storm Water and Erosion Control. Developer will use best practice to prevent storm water and erosion problems relating to the Lots owned by the Developer. In the event of Developer's inability or failure to prevent the loss, transfer, or migration of any soil, silt, sediment, or other materials from or beyond the boundaries of a Lot owned by and under the control of the Developer, each Owner of a Lot hereby releases, waives, and otherwise discharges any and all claims that an Owner of a Lot may assert against the Developer relating to storm water and erosion control issues.

Section 7.

Indemnification of Developer for Enforcement Costs. The Association shall indemnify, defend, and hold harmless the Developer and its officers, directors, members, affiliates, successors and assignees, from all claims asserted by the Association, Lot Owners, or other parties related to this Declaration or the Developer's development of the Property. The Association shall reimburse any costs expended by the Developer in the enforcement or defense of any claims related to this Declaration or the development of the Property. Any and all costs which are subject to indemnification as a result of a Lot Owner's violation of this Declaration shall be assessed as a cost to such Lot Owner violating these provisions.

Section 8.

Exculpation. Each Lot Owner acknowledges and agrees that the Developer shall not be liable in damages to any Lot Owner for another Lot Owner's or the Association's failure to abide by, enforce, or carry out any of the covenants or restrictions stated herein. The purchaser of a Lot shall accept the Lot in its existing condition, as is, where is, and with all faults; no warranties or representations having been made by the Developer or its designated representatives except as may be expressly stated herein. The acquirer agrees to indemnify and hold the Developer and its officers, directors, members, affiliates, successors and assignees, harmless against any claim, liability, damage or cost in connection with the Developer's development of the Property.

Section 9.

No Waiver. No delay or failure by the Association or the Developer to enforce the restrictions in this Declaration or a breach of the restrictions in this Declaration, or an intentional waiver of a breach of the restrictions in this Declaration, shall under any circumstances be deemed or held to be a waiver by the Association or the Developer of the right to do so thereafter.

[*Remainder of page intentionally left blank; signature page and exhibit follow.*]

IN WITNESS WHEREOF, the undersigned Developer has caused these presents to be executed in its name, by its authorized undersigned member this 29 day of September, 2026.

Developer:

BISMARCK NORTH DEVELOPERS, LLC

By: _____
Cameron Knutson, Authorized Member

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

On this 29 day of September, 2026, before me personally appeared Cameron Knutson, known to me to be the Authorized Member, of Bismarck North Developers, LLC, the limited liability company that is described in and that executed the within and foregoing instrument and acknowledged to me that such limited liability company executed the same.

Alicia Rogstad
Notary Public

ALICIA ROGSTAD
Notary Public
State of North Dakota
My Commission Expires May 18, 2029

EXHIBIT A
TO
AMENDED AND RESTATED DECLARATION
OF RESTRICTIONS ON REAL ESTATE

Property

The following described lots and blocks located in Elk Ridge Addition to the City of Bismarck, Burleigh County, North Dakota:

Block 1:	Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9
Block 2:	Lots 1, 2, 3, and 4
Block 3:	Lots 1, 2, 3, 4, 5, and 6
Block 6:	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14

and

The following described lots and blocks located in Elk Ridge Second Addition to the City of Bismarck, Burleigh County, North Dakota:

Block 1:	Lots 1 and 2
Block 2:	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10
Block 3:	Lots 1, 2, and 3
Block 4:	Lot 1
Block 5:	Lot 2
Block 6:	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10
Block 7:	Lot 1
Block 8:	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14
Block 9:	Lots 1, 2, and 3
Block 10:	Lots 1 and 2
Block 11:	Lots 1, 2, and 3
Block 12:	Lots 1, 2, and 3
Block 13:	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16
Block 14:	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13
Block 15:	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16

and

The following described lots and blocks located in Elk Ridge Third Addition to the City of Bismarck, Burleigh County, North Dakota:

Block 1:	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25
Block 2:	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14
Block 3:	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39,
40, 41,	42, 43, 44, 45, 46, 47, 48, 49, and 50
Block 4:	Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9

and

The following described lots and blocks located in Elk Ridge Fourth Addition to the City of Bismarck, Burleigh County, North Dakota:

Block 1:	Lots 1, 2, 3, 4, 5, 6, 7, and 8
Block 2:	Lots 1, 2, 3, and 4
Block 3:	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11
Block 4:	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15
Block 5:	Lots 1, 2, 3, 4, 5, 6, 7, and 8

EXHIBIT B

AMENDED AND RESTATED BYLAWS OF THE ELK RIDGE ADDITION HOMEOWNERS' ASSOCIATION

ARTICLE I.
Elk Ridge Addition Homeowners Association

These Amended and Restated Bylaws of the Elk Ridge Addition Homeowners' Association amend and restate in their entirety all prior Bylaws of the Elk Ridge Addition Homeowners' Association. The prior versions of the Bylaws were not recorded against real property described below.

Section 1. Legal Description of Affected Property: The property subject to these Bylaws is known as the Elk Ridge Addition ("**Project**") and is described as follows:

ELK RIDGE ADDITION, ELK RIDGE SECOND ADDITION,
ELK RIDGE THIRD ADDITION, AND
ELK RIDGE FOURTH ADDITION
TO THE CITY OF BISMARCK
BURLEIGH COUNTY, NORTH DAKOTA

Section 2. Definitions

As used herein, the term **Lot** shall be defined so as to include all lots within the Project to be used for residential purposes. As used herein, the words "**Lot**" or "**Lots**" shall refer to the following:

Elk Ridge Addition:

Block 1:	Lots 1, 2, 3, 4, 5, 6, 7, and 8
Block 2:	Lots 1, 2, 3, and 4
Block 3:	Lots 1, 2, 3, 4, 5, and 6
Block 6:	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13

Elk Ridge Second Addition:

Block 1:	Lots 1 and 2
Block 2:	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10
Block 3:	Lots 1, 2, and 3
Block 4:	Lot 1
Block 6:	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10
Block 7:	Lot 1
Block 8:	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14
Block 9:	Lots 1, 2, and 3
Block 10:	Lots 1 and 2
Block 11:	Lots 1, 2, and 3

Block 12: Lots 1, 2, and 3
Block 13: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16
Block 14: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13
Block 15: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16

Elk Ridge Third Addition:

Block 1: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25
Block 2: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14
Block 3: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, and 48
Block 4: Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9

Elk Ridge Fourth Addition:

Block 1: Lots 2, 3, 4, 5, 6, 7, and 8

Block 2: Lots 1, 2, 3, and 4

Block 3: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11

Block 4: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15

Block 5: Lots 1, 2, 3, 4, 5, 6, 7, and 8

There shall also be a "**Green Lot**". As used herein, the phrase "**Green Lot**" shall refer to Lot 9, Block 1, Elk Ridge Addition. Developer (as defined in the Second Amended and Restated Declaration of Restrictions on Real Estate, as the same may be supplemented or amended from time to time) reserves the right to change the designation of the Green Lot to residential use at Developer's sole discretion.

There shall also be a storm water management system designed for Lot 14, Block 6, Elk Ridge Addition; Lot 2, Block 5, of Elk Ridge Second Addition; Lot 14, Block 3 of Elk Ridge Third Addition; Lot 49, Block 3 of Elk Ridge Third Addition; and Lot 1, Block 1 of Elk Ridge Fourth Addition (the "**Storm Water Lots**").

There shall also be "**Common Areas and Improvements**." As used herein, the phrase "**Common Areas and Improvements**" shall refer to: the Green Lot; Storm Water Lots; all landscape, signage and other easements as shown on the recorded plats for the Project; and all pedestrian trails and sidewalks as shown on the recorded plats for the Project.

As used herein, the "**Developer**" is defined to be Bismarck North Developers, LLC, a North Dakota limited liability company.

Section 3. Applicability of Bylaws. The provisions of these Bylaws are applicable to

all Lots in the Project, as described above, and to the use and occupancy thereof. The phrase "**Project**" as used herein shall include the land, the structures and buildings, presently constructed or to be constructed on Project land, and all other improvements thereon, all easements, rights and appurtenances belonging thereto and all other property intended to be submitted to the provisions of these Bylaws.

Section 4. Application. All present and future owners, mortgagees, lessees and occupants of Lots and their employees, and any other persons who may use the facilities of the Project in any manner are subject to these Bylaws, the Declaration and Rules and Regulations pertaining to use and operation of the Project property. The acceptance of a deed or conveyance, or the entering into of a lease, or the act of occupancy of a structure on a Lot shall constitute an acceptance and the ratification of the provisions of these instruments and an agreement to comply therewith.

Section 5. Office. The office of the Association and of the Board of Directors shall be designated from time to time by the Board of Directors or the Association.

ARTICLE II
Board of Directors

Section 1. Number and Qualification. The Developer shall appoint the sole directors and officers of the project until such time as the control is assigned by the Developer to the Elk Ridge Addition Homeowners' Association, (hereinafter referred to as "**Homeowners' Association**" or "**Association**"), as provided herein. The Developer can remove any Director in the Developer's discretion at any time until such time as the control is assigned by the Developer to the Association. The affairs of the Project and of the Homeowners' Association shall be governed by the Board of Directors. The Board of Directors shall be composed of three (3) persons, all of whom shall be partners, owners, or spouses of owners or mortgagees, of Lots, or, in the case of owners who are entities, trusts, or mortgagees, shall be partners, members or employees of such entity or trust, or in case of corporate owners or mortgagees, shall be officers, stockholders, or employees of such corporation. Notwithstanding the foregoing, the Board of Directors shall be appointed by the Developer until no later than six (6) months after the Developer has conveyed title to all of the Lots located in the Property.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Project and Homeowners' Association, except where such powers and duties by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the Lot Owners. The powers and duties to be exercised by the Board of Directors shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the Common Areas and Improvements;
(b) Determination of the amount of funds required for the operation, maintenance and other repairs of the Project, including the Common Areas and Improvements operation, repair and maintenance;
(c) Determination of the amount of funds required to establish a capital account for the eventual repair or capital improvement of the Common Areas and Improvements;

(d) Billing members for and the collection of the assessments (including annual, initial and special assessments) from the Lot Owners;
(e) Employment and dismissal of Association employees and independent contractors, as necessary for the efficient management, maintenance and operation of the Common Areas and Improvements;
(f) Adoption and amendment of rules and regulations covering the details of the operation and use of Project Common Areas and Improvements;
(g) Opening of bank accounts on behalf of the Project and Homeowners' Association and designating the signatories required therefore;
(h) Purchasing Lots at foreclosure or other judicial sales in the name of the Association, or its designees, corporate, or otherwise, on behalf of all Lot Owners, to the extent such sales result from the foreclosure of Association dues liens, only;
(i) Obtaining insurance for the Association and Common Areas and Improvements, pursuant to the provision of Article V, Section 2 of these Bylaws;
(j) Making repairs, additions and improvements to, or alterations of, the Common Areas and Improvements, and repairs to and restoration of such property in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;
(k) The placement of a lien on any Lot for which assessments (including annual, initial, or special assessments) have not been paid; and
(l) Retain and hire experts, professionals, agents, consultants, and contractors as required.

Section 3. Managing Agent. The Board of Directors may employ for the Project a managing agent at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize including, but not limited to, the duties listed in subsections (a), (c), (d), (h), (i) and (l) of Section 2 of this Article II. The Board of Directors may delegate to the managing agent, all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in subsections (b), (e), (f), and (g) of Section 2 of this Article II.

Section 4. Selection and Term of Office. Following the date the Developer assigns control to the Association, the Association shall appoint the members of the Board of Directors and, initially, one (1) board member shall be appointed for a term of one (1) year, one (1) board member shall be appointed for a term of two (2) years, and one (1) board member shall be appointed for a term of three (3) years. Thereafter one (1) board member will be appointed or elected each year. The term of each board member shall be three (3) years.

Section 5. Removal of Members of the Board of Directors. Following the date the Developer assigns control to the Association, members of the Board of Directors can be removed at any regular or special meeting of the Homeowners' Association, anyone or more of the members of the Board of Directors may be removed, with or without cause, by a 2/3rds majority of the available Project votes and a successor shall then or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the Lot Owners shall be given an opportunity to be heard at the meeting considering such proposal.

Section 6. Vacancies. Following the date the Developer assigns control to the Association, vacancies in the Board of Directors caused by any reason other than the removal of a

Director by a vote of the Lot Owners, shall be filled by vote of a majority of the remaining board members at a duly noticed special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum, and each person so elected shall be a Director until a successor shall be elected at the next annual meeting of the Lot Owners.

Section 7. Organizational Meeting. The first meeting of the Board of Directors shall be held within ten (10) days following the appointment of the Directors by the Developer.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least one such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director by mail, e-mail, or telephone at least three business days prior to the date specified for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the president on ten (10) business days' notice to each Director, given by mail, e-mail, or telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of at least one Director.

Section 10. Waiver of Notice. Any Director may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by such Director. If all the Directors are present at a meeting of the board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Board of Directors. At all meetings of the Directors, a majority thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the binding and enforceable decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Compensation. No Director shall receive any compensation from the Project or Association for acting as such but may be reimbursed for expenses incurred on behalf of the Project or Association.

Section 13. Liability of the Board of Directors. The Directors shall not be liable to the Lot Owners for any mistakes of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Lot Owners shall indemnify and hold harmless each Director against all contractual liability to others arising out of contracts of the Homeowners' Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration of these Bylaws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Project and Homeowners' Association. It is also intended that the liability of any Lot Owner arising out of the indemnity in favor of the

Directors shall be limited to such proportion of the total liability thereunder as such Lot Owner's Lot(s) bears to the interests of all Lot Owners in the Common Areas and Improvements.

ARTICLE III.
Meetings - General Association Matters/Affairs

Section 1. Annual Meeting. Within sixty (60) days after the Developer has transferred control of the Association to the Board of Directors as provided in these Bylaws, a first meeting of the Lot Owners shall be called by the Developer who shall provide notice to all Lot Owners as provided under Section 4 of this Article. Thereafter, the annual meetings of the Lot Owners shall not be later than June 1 of each succeeding year. At such meetings, the Board of Directors shall be elected by a vote of the Lot Owners in accordance with the requirements of section 4 of Article II of these Bylaws. The Lot Owners may transact such other business at such meetings as may property come before them.

Section 2. Place of Meeting. Meeting of the Lot Owners shall be held at the principal office of the Project or at such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Special Meetings. It shall be the duty of the president to call a special meeting of the Lot Owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the secretary by Lot Owners having at least 60% of the Available Association Votes. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. Notice of Meetings. Notice required or permitted to be given to any member of the Board of Directors or any Lot Owner shall be in writing and may be delivered to any member of the Board of Directors or such Lot Owner either personally or by mail addressed to such board member or Lot Owner at such addresses as provided to the Board in writing. Notice of each annual or special meeting of the Lot Owners must be given at least ten (10) but not more than thirty (30) days prior to such meeting, stating the purpose thereof as well as the time and place where the meeting is to be held.

Section 5. Adjournment of Meetings. If any meeting of Lot Owners cannot be held because a quorum has not attended, a majority of the Available Association Votes of the Lot Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time no less than 48 hours from the time the original meeting was called.

Section 6. Order of Business. The order of business at all meetings of the Lot Owners shall be as follows:

(a) Roll call;
(b) Proof of notice of meeting;
(c) Reading of minutes of preceding meeting;
(d) Reports of officers;
(e) Reports of Board of Directors;
(f) Reports of committees;

(g) Election of members of the Board of Directors (when so required);
(h) Unfinished business;
(i) New business.

Section 7. Voting - Available Association Votes. The owner of each Lot, or some person designated by the owner or owners to act as proxy on his or her behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such Lot at all meetings of Lot Owners. There shall be one (1) vote for each single family residential Lot (hereinafter referred to as "**Available Association Votes**"), regardless of the number of persons or entities who actually own a given Lot. The Green Lot shall have no votes as long as said Lot remains within the definition of "**Green Lot**" in nature, and the Storm Water Lots shall have no votes as long as said Lots remain within the definition of "**Storm Water Lots**" in nature. Any Lots retained by the Developer for public parks or future common areas shall have no votes unless any of such Lots are converted to residential use. The designation of any such proxy shall be made in writing to the secretary and shall be revocable at any time by written notice to the secretary by the owner or owners so designated. Notwithstanding the foregoing, prior to the date the Developer transfers control of the Association to the Board of Directors, the Association shall have two classes of voting membership as set forth in the Declaration.

Section 8. Majority of Available Association Votes. As used in these Bylaws, the term Amajority of Available Association Votes shall mean more than fifty percent (50%) of the total Available Association Votes of all Lot Owners present in person or by proxy and voting at any meeting of the Lot Owners.

Section 9. Quorum. The presence in person or by proxy of Lot Owners having at least fifty percent (50%) of the Available Association Votes of all Lot Owners shall constitute a quorum at all meetings of the Lot Owners.

Section 10. Majority Vote. The vote of a majority of the Available Association Votes present at a meeting at which a quorum shall be present shall be binding upon all Lot Owners for all purposes except where a higher percentage vote is required by law, by the Declaration, or by these Bylaws.

Section 11. Initial Directors. Developer shall assume the role of the Association Board of Directors from the time the first Lot in the Project has been conveyed to a third party until the date a total of three-fourths (3/4ths) Lots in the Project have been conveyed to third parties or four (4) years from the date these Bylaws were recorded with the Burleigh County Recorder, whichever date occurs last. Thereafter, the Board of Directors shall be selected by a vote of all Lot Owners, as provided herein. An account of all income and expenses, along with the segregated account balance, is to be turned over to the Board of Directors after the first meeting of the Lot Owners. The Developer shall be entitled to full credit for sums expended by the Developer for the maintenance of Association financial records and for the maintenance or repair of the Common Areas and Improvements, including snow removal, if any.

ARTICLE IV.
Officers

Section 1. Designation. The principal officers of the Project and Association shall be the president, vice president, secretary and treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint such other officers as in its judgment may be necessary. The president must be a member of the Board of Directors.

Section 2. Election of Officers. Officers shall be elected each year by the Board of Directors at the annual meeting of each new Board of Directors following the annual meeting of the Lots Owners and shall hold office until a successor is elected.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meetings of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. The president shall preside at all meetings of the Lot Owners and of the Board of Directors. The President shall have all of the general powers and duties which are incident to the office of president of a corporation.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent of unable to act. If neither the President of Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the owners and of the Board of Directors; the Secretary may be charged of such books and papers as the Board of Directors may direct; and shall, in general, perform all duties incident to the office of the Secretary.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of accounts showing all receipts and disbursements, and for the preparation of all required financial statements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, and such depositories as may from time to time be designated by the Board of Directors, and the Treasurer shall, in general, perform all duties incident to the office of Treasurer.

Section 8. Contracts. All contracts, deeds, leases, checks and other instruments issued on behalf of or for the benefit of the Project and Homeowners' Association shall be executed by two officers or by such other person or persons as may be designated in writing by a resolution of the Board of Directors.

Section 9. Compensation of Officers. No officer shall receive compensation from the Association for acting as such, but may be reimbursed for expenses incurred on behalf of the Project or Association.

ARTICLE V.
Insurance

Section 1. Insurance for Fire and Other Perils.

(a) The Association shall obtain and maintain, to the extent obtainable, blanket type policy of insurance with extended coverage, and malicious mischief endorsements, insuring the Association and Common Areas and Improvements, and improvements thereon, if any. Such insurance shall be in an amount equal to 100% of the current replacement costs of such improvements, exclusive of land, foundation, excavation, and other items normally excluded from coverage. If available, such policies must also provide that they may not be canceled or substantially modified, without at least ten days prior written notice to the Association. Such policy must be consistent with state and local insurance laws and at least equal to such coverage as is commonly required by prudent institutional mortgage investors in the area in which the Project is located.

(b) Each Lot Owner is herein and hereby notified that the Association will not obtain, retain or maintain any casualty, fire, or other peril insurance upon any Lot or improvement within the project, other than the Common Areas and Improvements. Each Lot Owner shall be required to obtain his or her own casualty insurance for any such perils or improvements.

Section 2. Public Liability Insurance.

(a) Association Public Liability Insurance. The Association shall be required to obtain and maintain, to the extent obtainable, the comprehensive general liability insurance covering all of the Common Areas and Improvements, and private rights-of-way (if any) of the Project. Coverage limits will be in amounts generally required by private institution mortgage investors for projects similar in construction, location and use. However, such coverage shall be for at least $1,000,000 dollars for bodily injury, including deaths of persons, and $250,000 for property damage, per occurrence. The cost of such insurance shall be paid by the Association and charged to the individual Lot Owners as an Association fee. Coverage under this policy shall include, without limitation, a legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas and Improvements, and legal liability arising out of lawsuits related to employment contracts of the Homeowners' Association. Such policies must provide that the policy may be canceled or substantially modified, by any party, without at least thirty days prior written notice to the Homeowners' Association.

(b) Lot Owner Public Liability Insurance. Each Lot Owner is hereby notified that the Association shall not provide liability or casualty/all risk insurance to or for Lots or individual Lot Owners, other than liability insurance on the Common Areas and Improvements. Such liability or casualty insurance shall be retained, maintained and paid for by the individual Lot Owners within the Project.

Section 3. Fidelity Bonds. Unless required by a two-thirds (2/3rds) majority vote of all Available Association Votes, blanket fidelity bonds shall not be required to be maintained by the Association for officers, directors, and employees of the Association and all other persons handling

or responsible for funds of or administered by the Association.

ARTICLE VI
Condemnation

Section 1. Condemnation. The Association shall represent the Lot Owners in any condemnation proceeding or negotiations, settlement and agreements with the condemning authority for acquisition of the Common Areas and Improvements, or part hereof. In the event of taking or acquisition of part or all of the Common Areas and Improvements by condemning authority, the award of proceeds of settlement shall be payable to the Association or any Trustee, for the use and benefit of the Lot Owners and their mortgages as their interests may appear. In the event of a taking in condemnation or by eminent domain of part or all of the Common Areas and Improvements, the Board of Directors shall arrange for the repair and restoration of the Common Areas and Improvements, and the Board of Directors shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. Any expense over condemnation proceeds may be assessed as common expense by the Board. Any surplus shall be distributed to the Lot Owners in proportion to their common interests, subject to unpaid liens upon such unit. The Board of Directors may appoint a trustee to and on behalf of the Lot Owners, in carrying out the above functions, in lieu of the Homeowners' Association.

ARTICLE VII
Records

Section 1. Records and Audits. The Board of Directors or the managing agent shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meeting of the unit owners, and financial records and books of account of the Project and Association, including a chronological listing of receipts and expenditures, as well as a separate account of each Lot which, among other things, shall contain the amount of each assessment of common charges against such Lot, and the date when due. Audited financial statements shall be provided only upon a 67% majority vote of all Available Association Votes.

ARTICLE VIII
Amendment to Bylaws

Section 1. Owner Amendment. A two-thirds (2/3rds) majority vote of all Available Association Votes shall be required to amend any provisions of these Bylaws.

Section 2. Developer Amendments. Notwithstanding Section 1 (i) Developer shall have the exclusive right, privilege and option, from time to time, at any time, to amend these Bylaws for the purpose of adding to the jurisdiction of the Association any real property annexed to the Project pursuant to the Declaration, and (ii) so long as the Developer owns three-fourths (3/4ths) or more of the Lots in the Project, these Bylaws may be amended solely by Developer so as to comply with the Developer's mortgage requirements or to correct typographical or other similar errors or omissions.

Section 3. Form of Amendment. All amendments hereto shall be in writing signed by the Developer as long as Developer owns any Lot and by the required number of residential Lot Owners, and mortgagees and shall be effective upon recording with the office of the Burleigh County Recorder.

ARTICLE IX
Architectural Review Committee

Section 1. Committee. An Architectural Review Committee is hereby formed and shall initially consist of the Developer. At such time as the Developer transfers control of the Association to the Board of Directors, the Board of Directors shall constitute the Architectural Review Committee. An Architectural Review Committee may also consist of individuals who are appointed by the Developer or the Association (as applicable). All plans for improvement to a Lot by the construction of residential living units including modification or additions to such improvements shall first be presented to the Architectural Review Committee for approval. The phrase "**improvement to the premises**" shall specifically include, without limitation, the composition and color of all exterior building surfaces, including windows, siding, trim, and roofing materials, all detached outbuildings and structures, all allowed fences (if any), and all landscaping and tree/shrub plantings. The committee shall have discretion and authority to approve a planned improvement to a Lot without hearing. If necessary or appropriate, the committee shall grant unto each applicant a hearing upon any plan submitted. The committee shall have the exclusive power, discretion and jurisdiction to approve, modify, or amend plans so as to be in conformity with the general building design and compatible architectural design.

ARTICLE X
Rights of Action

Section 1. Homeowners' Association and Lot Owners. The Homeowners' Association and any aggrieved Lot Owner shall be granted a right of action against a Lot Owner(s) for failure to comply with the provisions of the Declaration, these Bylaws, the Restrictive Covenants or with decisions of the Homeowners' Association which are made pursuant to authority granted the Homeowners' Association in such documents. Lot Owners shall have similar rights of action against the Homeowners' Association.

ARTICLE XI
Conflicts

Section 1. Conflicts. These Bylaws are set forth to comply with the requirements of the laws of the state of North Dakota. In case of any of these Bylaws conflict with the provisions of such statute or of any Declaration, the provisions of such statute or the Declaration, as the case may be, shall control.

ARTICLE XIII
Miscellaneous

Section 1. Notices. All notices to the Board of Directors shall be by certified mail, in care of the managing agent, or if there is no managing agent, to the office of the Board of Directors or to

such other address as the Board of Directors may hereafter designate from time to time. All notices to any Lot Owner shall be sent by certified mail to the Lot Owner's address in the Project or to such other address as may have been designated by such Lot Owner from time to time, in writing, to the Board of Directors. All notices to mortgagees of Lots shall be sent by certified mail to their respective addresses as designated by them from time to time, in writing, to the Board of Directors. All notices of change of address which shall be deemed to have been given when received. In the event a Lot is owned by multiple persons or entities, notice to one owner shall be deemed as notice to all owners of such Lot.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity enforceability, or affect the balance of these Bylaws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of Bylaws, or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restrictions, condition, obligation or provision in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. No Severance of Ownership. No Lot Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Lot without including therein the appurtenant interest in the Common Areas and Improvements.

Section 7. Payment of Assessments. No Lot Owner shall convey, mortgage, sell or lease a Lot unless and until he or she shall have paid in full, to the Association, all unpaid common charges theretofore assessed by the Board of Directors against such Owners' Lot.

Section 8. Taxes. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Lot and not to the Project as a whole.

Section 9. Priority. No provision in these Bylaws shall give a Lot Owner or any other party, priority over any rights of the mortgagees of Lots pursuant to their mortgages in the case of a distribution to Lot Owners of insurance proceeds or condemnation awards for losses or a taking of Lots and/or Common Areas and Improvements.

Section 10. Reports and Financial Statements. The Association shall be required to make available to Lot Owners and lenders or insurers, current copies of the Declaration, Bylaws, Amendments or other rules concerning the Project and the books, records and financial statement of the Association. These documents and records shall be available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any financial statement requested by the parties listed above entitled thereof shall be furnished by the Association within a

reasonable time following such request.

IN WITNESS WHEREOF, the undersigned Developer has caused these presents to be executed in its name, by its authorized undersigned member this 29 day of September, 2026.

Developer:

BISMARCK NORTH DEVELOPERS, LLC

By: _____
Cameron Knutson, Authorized Member

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

On this 29 day of September, 2026, before me personally appeared Cameron Knutson, known to me to be the Authorized Member, of Bismarck North Developers, LLC, the limited liability company that is described in and that executed the within and foregoing instrument and acknowledged to me that such limited liability company executed the same.

ALICIA ROGSTAD
Notary Public
State of North Dakota
My Commission Expires May 18, 2029

Alicia Rogstad
Notary Public