

# **Golden Valley Covenants**

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STAN RYLAND

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

**Golden Valley Addition to the City of Fargo  
Cass County, North Dakota**

Ryland Development Corporation, a North Dakota corporation, (hereinafter "Developer"), with the consent and joinder of Stanley L. Ryland and Patricia J. Ryland, whose post office address is 5834 14<sup>th</sup> Street South, Fargo, North Dakota, has established and owns the following property in Fargo, Cass County, North Dakota:

All property platted as Golden Valley Addition to the City of Fargo, Cass County, North Dakota, as set forth on the Plat of the Golden Valley Addition to the City of Fargo recorded as Document. No. 1392865 with the Cass County, North Dakota, Recorder

This will hereinafter be referred to as the "Premises."

The Developer declares that the real property described as the Premises is and shall be held, transferred, sold, conveyed and occupied subject to the terms of the Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges as set forth in this document, each and all of which are for the benefit of the Premises and each Owner.

These Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges shall be deemed to run with the Premises when conveyed or deeded, including any part thereof, and shall be binding upon the heirs, successors and assigns of any persons to whom the Premises, or any part of the Premises, may be conveyed, in accordance with the terms of this Agreement.

**Section 1. Definitions.**

Section 1.1. "Architectural Control Committee" or "ACC" refers to the Developer and to any committee established by Developer to assume the duties of the Architectural Control Committee in accordance with the terms of this Declaration.



Section 1.2. "Association" refers to the Golden Valley Homeowners Association, its successors and assigns.

Section 1.3. "Bylaws" refers to the Bylaws of Golden Valley Homeowners Association, a copy of which is attached hereto as Schedule 1.3.

Section 1.4. "Declaration" refers to the Declarations, Covenants, Conditions, Restrictions, Reservations, Liens and Charges as set forth in this Declaration, and any amendments or additions to this Declaration.

Section 1.5. "Developer" refers to Ryland Development Corporation, its successors and assigns, if any successor or assign shall acquire a majority of the undeveloped Lots for the purpose of development. Stanley L. Ryland and Patricia J. Ryland consent to and join in this Declaration.

Section 1.6. "Family" refers to one or more persons living in a residential building as a single housekeeping unit and shall exclude a group or groups of persons where three (3) or more persons thereof are not related by blood, adoption or marriage.

Section 1.7. "Fencing Easement Area" refers to the area within 12 feet of the back (non-street) side of Lots 1, 9, 10, 11, 12, 13, 14, and 15, Block 1, Golden Valley Addition, and such additional Fencing Easement Area as may be added by an Amendment or Addition to this Declaration. Included with this Easement is a right of ingress and egress over and on these Lots as necessary to construct, maintain, repair, and replace any fence or related improvements.

Section 1.8. "Irrigation Easement Area" refers to the North 10 feet of Lot 1, Block 1, Golden Valley Addition. This area is for use for pumps, valves, control systems, manifolds, water lines and such other equipment as is necessary to operate an irrigation system serving the median and/or the boulevard area. Included with this Easement is a right of ingress and egress to enter into such part of Lot 1, Block 1 as is necessary to construct, maintain, repair and replace irrigation equipment. An addition of property may result in an addition of one or more Irrigation Easement Areas.

Section 1.9. "Lot" refers to any individual Lot as established and/or assigned a number on the Plat of the Premises.

Section 1.10. "Group Mailbox Area" refers to one or more areas facing the street where multiple mailboxes for use of multiple homes will be located. The Owner on whose property the Group Mailbox is located will have the responsibility for snow



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removal on the area in front of the Group Mailbox. There is an ingress and egress easement right which accompanies the Mailbox Easement Areas for access to the group mailboxes for the purpose of installation, repair, maintenance and replacement.

Section 1.11. "Median" refers to that portion of the Right-of-Way of 70<sup>th</sup> Avenue South between 25<sup>th</sup> Street and 20<sup>th</sup> Street between the driving lanes landscaped and improved to present an attractive entrance to Golden Valley.

Section 1.12. "Owner" refers to the record Owner, whether one or more persons or entities, of a fee-simple title to any Lot or part of a Lot which is part of the Premises, including contract sellers but excluding those having an interest merely as security for the performance of an obligation.

Section 1.13. "Plat" refers to the plat of Golden Valley Addition to the City of Fargo, Cass County, North Dakota, recorded with the Cass County Recorder on July 11, 2013, as Document No. 1392865.

Section 1.14. "Premises" refers to the real property described in the plat and any additional property made subject to this Declaration by a Statement of Addition.

Section 1.15. "Property" refers to the Premises and all parts of the Premises.

Section 1.16. "Sign Easement Area" refers to that area in Golden Valley Addition to the City of Fargo described as follows:

Beginning at the Northwest corner of Lot 10, Block 1, N89°05'56"E along the north line of said Lot a distance of 142.51 feet to the point of beginning. The easement is 10 feet in width continuing east on Lot 10 to the northeast corner of Lot 10. Then N00°55'38"W a distance of 20 feet to the Northwest corner of Lot 11, Block 1. The 10-foot-wide easement continues N00°55'38"S a distance of 10 feet onto Lots 10 and 11. From the Northwest corner of Lot 11, Block 1, the 10-foot-wide easement continues S89°05'56"W a distance of 46.18 feet. Then N57°31'41"W a distance of 26.23 feet to the end of the easement.

Section 1.17. "Statement of Addition" refers to a statement of Developer filed with the Cass County Recorder adding additional property located within the Northeast quarter of Section 11, Township 138 North, Range 49 West, Cass County, North Dakota, which may be called "Golden Valley Second Addition" and/or "Golden Valley Third Addition," or by another name, to the Golden Valley Homeowners Association, and making this Additional Property subject to the terms of this Declaration, with all



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property in the Addition becoming subject to this Addition. The Statement of Addition may also contain provisions regarding easements that will apply to the newly added property and specification of restrictions that will apply to the added property.

Section 2. **Property Subject to this Declaration.** The Premises and all parts thereof is the property affected by and subject to the terms of this Declaration. Any addition of real property by Statement of Addition from Developer, upon recording of the Statement of Addition with the Cass County Recorder, will also be subject to the terms of this Declaration.

Section 3. **Term of Duration.** These Covenants will be in effect for an initial term through December 31, 2034. These Covenants shall thereafter automatically renew for successive ten (10)-year terms unless on or before the end of any such ten-year period, by vote of the Owners of 60% or more of the Lots subject to this Declaration as certified by the ACC, as evidenced by a written instrument duly recorded and signed by Owners of 60% of the Lots that said Owners declare a termination, amendment or modification of these Covenants. Such an instrument will be effective on the date of recording with the Cass County Recorder. in the event these Covenants are terminated for any reason, any and all remedies for breach of these Covenants committed or suffered prior to the termination shall remain actionable and the parties shall be bound by the terms of this Declaration for actions which occurred prior to the termination of this Declaration. Amendments and modifications may also be made as set forth in Section 30.

Section 4. **Architectural Control.** The Architectural Control Committee will operate as follows:

Section 4.1. **Establishment.** There is hereby established the Golden Valley Architectural Control Committee ("ACC"). The ACC will be comprised of the Developer until the time that residences or other buildings have been constructed and completed on all Lots comprising the Premises or until the time that the Developer decides to divest itself of responsibility for Architectural Control. The Developer retains the right to nominate one or more individuals or entities to operate as the ACC without relinquishing control. At such time as the architectural control is relinquished by the Developer, the responsibility shall be vested in a committee comprised of three (3) Owners who shall be elected by vote of all Lot Owners in the subdivision, with the Owner of each Lot having one (1) vote for each member position open on the Committee. The Committee may be established with staggered terms at the first election or at any time thereafter. The Bylaws of the Homeowners Association shall apply to the election. The elected Committee shall, at the time it is elected, adopt a meeting schedule and the rules of operation. It shall be conclusively presumed that there has been no complete



construction upon all Lots, and that the Developer has not divested itself of responsibility for Architectural Control until there is a sworn affidavit of record from the Developer or a representative of the Developer stating that there has either been a completion of all construction on the Lots or that the Architectural Control has been passed to the Homeowners Association by the Developer.

Section 4.2. Procedures for Submission of Plans and Specifications. Two (2) copy of plans and specifications (for which receipt must be acknowledged in writing) will be submitted to the ACC for each structure to be constructed in the Premises. Approval or disapproval of those plans will be made in writing within fourteen (14) days of receipt of the plans and specifications, including all additional requested information that may be requested by the ACC. The 14-day period will not commence to run until all information requested by the ACC has been delivered to it. The plans and specifications will include front, side and rear elevations of the proposed building, building materials and exterior finish materials. In the event the ACC fails to approve or disapprove of the plans and related documents within the 14-day period, construction may commence in accordance with the submitted plans and specifications. Approval will not be arbitrarily withheld or delayed. It is the intention of the ACC to grant or withhold approval for the purpose of establishing a quality, restricted residential development free from objectionable or value-destroying features and in conformity with the governing zoning codes, building codes, these Covenants and other applicable regulations then in force. The ACC has no design responsibilities and is not responsible for determining whether the structure and Lot improvements as submitted and/or approved by the ACC will be in compliance with applicable building codes and requirements of the City of Fargo. This is the responsibility of the Owner and Owner's builder.

No building permit from the City of Fargo shall be applied for prior to approval of plans and specifications by the ACC.

Section 5. Requirements and Restrictions. The following requirements and restrictions shall apply to each Lot:

Section 5.1. No building, fence, wall, landscaping feature, pool, play structure, driveway, sidewalk or any other structure shall be commenced, erected or maintained on a Lot, nor shall any exterior addition to or change or alteration thereto be made to any building on a Lot unless and until the plans and specifications for the same have been submitted and approved in writing by the ACC or its appointed Architect from time to time, as set forth in Section 4.2 and Section 5.2.



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Section 5.2. Plans and specifications must include and indicate compliance with the following requirements:

Section 5.2.1. Two (2) complete sets of house plans must be supplied, including a site plan and elevations on each side.

Section 5.2.2. The site plan should indicate the basement outline with projections shown as dotted lines. The garage "footprint" and exterior steps, decks and/or patios shall be indicated. The site plan must clearly indicate the finished landscape grade at each corner of the building, as well as those adjacent to any unusual indentations within an elevation.

Section 5.2.3. The site plan must indicate sidewalk, walkway and driveway locations and sizes.

Section 5.2.4. The plans must show the top of the foundation or lowest opening of all residential structures within the Premises, which must not be less than 2.5 feet above the top of the curb directly in front of the structure, or to a minimum elevation set by the City of Fargo, whichever is higher.

Section 5.2.5. Accessory structures such as pools, pool houses, gazebos, utility buildings, storage buildings, additional garages, decks and play structures must be indicated on the site plan. The fact that these items must be listed is not to be an indication that there will be allowance of these structures.

Section 5.2.6. Any and all solar-heating devices or satellite dishes, TV antenna and/or radio antenna, which device must be approved as to appearance and location by the ACC to be permitted.

Section 5.2.7. Each Lot is restricted to the construction of one single-family detached residence. Residences in Block One of Golden Valley Addition may have a minimum of a two-stall garage. Residences in all other Blocks are required to have a minimum of a three-stall garage. Developer or the ACC may waive the minimum garage-stall requirement on a case-by-case basis. Detached garages are not allowed. Any detached structures must be of a design style and be constructed with the same exterior materials as the house, and be approved by the ACC.

Section 5.2.8. No lean-to, attached or unattached carport, vehicle storage building or other type of structure will be permitted except with the express written approval of the ACC. There is no plan to permit such structures.



Section 6. **Building Guidelines.** Developer will provide written guidelines for buildings which will include the following:

Section 6.1. All driveways and car-parking areas must be concrete.

Section 6.2. No residence shall exceed two and one-half (2.5) stories in height when viewed from the street.

Section 6.3. No bi-level homes or three- or four- split-level homes are allowed. Only one-story and two-story homes, with or without a basement, are allowed except that front-to-back (but not side-to-side) three- or four-level splits are allowed on Lots in Block 1.

Section 6.4. All Residences must have a minimum of ten percent (10%) hard-surface coverage on the front (street side) of the structure. This would include brick, rock, EFIS or similar type of material approved by the ACC.

Section 6.5. No white or light-colored roofs shall be permitted unless approved by the ACC.

Section 6.6. No evaporative cooler shall be placed, installed or maintained on the roof or wall of any building or structure. All coolers, if permitted, shall be concealed.

Section 6.7. Any exterior kennel space or structure shall be shown on the plans and specifications and is subject to approval of the ACC.

Section 6.8. **No Front-Yard Fencing.** No fencing is allowed extending toward the front of a Lot (the street side) which fence extends beyond the front corners of the residence.

Section 7. **Date for Construction.** The following shall apply as the dates for construction of the principal residence:

Section 7.1. Construction of all primary structures shall be substantially completed within one (1) year after the issuance of any building permit for the structure. Landscaping shall be completed as soon as weather permits following substantial completion of the primary structure, but in any event, within twelve (12) months of the issuance of the building permit. No outside storage of building materials shall be





permitted on any Lot after the nine-month construction period has expired. Any extensions of these time periods must be granted in writing after application to the ACC.

Section 7.2. All improvements constructed on Lots shall be new construction. No buildings or other structures shall be moved from other locations onto any Lot. Construction of improvements on any Lot must commence within five (5) years of the date of conveyance of the Lot by Developer. In the event construction of improvements does not commence within this time period, the Developer will have the option and right to purchase the Lot from the then Owner of the Lot upon payment to the owner of the Lot of 100% of the price originally paid to the Developer for that Lot. There will be no reimbursement made by Developer for payment of taxes or special assessments made by Owner. This option is available to Developer only from the fifth (5<sup>th</sup>) anniversary of the sale by Developer of that Lot through the sixth (6<sup>th</sup>) anniversary. This provision will apply to all Lots, regardless of whether recited in the conveying deed or subsequent deeds. The Owner will be responsible for weed control, mowing, and debris and trash removal from the Lot during the period of ownership.

Section 7.3. If the Developer repurchases, general real estate taxes and installments of special assessments will be prorated to the date of closing, based on the most current available tax information.

Section 8. **Additional Requirements**. All Lots will be subject to the following additional requirements:

Section 8.1. Land Use and Building Type. All residential Lots owned shall be used for detached single family residences. No improvement or structures whatsoever, other than a private single-family residence, other structures that may be approved by the ACC, garages as approved by the ACC, and fences approved by the ACC (all subject to the limitations set forth herein) may be erected, placed or maintained on any Lot within the Premises.

Section 9. Grading Required and Lot Drainage Control. All Lots shall be graded to the finished design grades as approved by the City of Fargo. Positive drainage is required and shall be made to divert water away from the residences and to prevent standing water and soil saturation which may be detrimental to structures and enjoyment or use of the Property.

Section 10. **Fencing**. All fencing provided by a builder/contractor or Owner or anyone other than the Developer shall require the approval of the ACC prior to installation. All fencing must be made of maintenance-free materials properly constructed. No chain-



link, wood fencing and/or wrought-iron fencing will be permitted. No fence shall be constructed to extend beyond the front of the primary structure facing the front of the Lot (the street side) except on corner Lots as may be approved by the ACC. No fence shall exceed six (6) feet in height. The Owner of any Lot will be required to maintain the fence for that Lot at all times. Any development fencing (installed by Developer or Association) located within the Fencing Easement Area on a Lot shall be maintained, repaired, and replaced by the Association. Association fencing may be constructed on either or both sides of 70<sup>th</sup> Avenue South in the easement area of adjoining Lots, and may also be constructed in the easement areas along 25<sup>th</sup> Street. The Association and its contractors and agents shall have reasonable access to the fence for inspection, construction, repair, maintenance and replacement upon and across Lots upon which the Association fences are constructed.

Section 11. **Landscaping.** The front and side Lots of each property shall be sodded or seeded prior to the end of the first summer construction season that the residence is completed on a Lot. If construction of a residence is completed in the winter, it shall be sodded or seeded prior to the end of the following summer. If a property is completed in the same year, the rear lot shall be seeded or sodded within one (1) year of occupancy of the completed residence.

Section 12. **Boulevard Trees and Sidewalks.** All Lots will have such trees planted within one (1) year of the issuance of the Certificate of Occupancy as are required by the City of Fargo. This will include planting of trees on the Lot and on the boulevard in front of the Lot. Each Lot is responsible for construction of a concrete sidewalk as required by the City on the street side of the Lot. Responsibility for maintenance, repair and snow removal on these sidewalks along 70<sup>th</sup> Avenue South from 25<sup>th</sup> Street to 26<sup>th</sup> Street is that of the Association.

Section 13. **Irrigation Systems.** An irrigation system will be installed, maintained, repaired and/or replaced in the Fencing Easement Area of those Lots abutting 70<sup>th</sup> Avenue South. This irrigation system will be for the purpose of irrigating the grass areas on either side of 70<sup>th</sup> Avenue South, including all plantings in these areas. In addition, if the City of Fargo will allow an irrigation system to be constructed and maintained along 25<sup>th</sup> Street South for the purpose of irrigating the boulevard area owned by the City, the Developer and/or the Association will have the right to construct, maintain, repair and replace such irrigation system. Those Lots with Easement Areas adjoining 70<sup>th</sup> Avenue South and/or 25<sup>th</sup> Street South may have the irrigation system and equipment related thereto constructed in the Easement Area on their property. By taking title to a Lot, the Owner does grant the Association, its contractors and agents an easement for ingress and egress to the irrigation system for the purpose of construction,



installation, maintenance, repair and replacement. The owners of the affected Lots will do nothing to adversely affect the irrigation systems. All costs related to these irrigation systems will be costs of the Association. The Association will also be responsible for all utility bills for water and/or electricity consumed as part of the irrigation system.

Section 14. **Median and Signage.** The Association shall have the cost of and responsibility for:

Section 14.1. Landscaping and maintaining the landscaping on either side of 70<sup>th</sup> Avenue South.

Section 14.2. Maintaining, repairing and/or replacing the signage located in the Signage Easement Area after initial installation of the signage by the Developer. This includes the cost of any electrical service for the Signage Area.

Section 15. **Environmental Controls.**

Section 15.1. Owners and Owner's Contractor will be responsible for the exercise of all dust-control measures and measures for environmental control including silt fences, coverings and barriers as may be required by any local, state or federal laws, regulations and/or requirements of any governmental agency for the Lot. This includes responsibility for installing sediment- and erosion-control devices, providing perimeter controls and implementing inlet-protection measures. Best Management Practices (BMP") shall be exercised by installing perimeter silt fencing to capture sediment resulting from the construction site. Nearby inlets within twenty-five (25) feet of the Lot shall be protected during construction activities. Other applicable measures shall be installed as required by the City of Fargo during construction activities to prevent sedimentation until such time as the surface cover on Owner's Lot is established. Owner and Owner's Contractor will further be obligated to fulfill all obligations under the Storm Water Protection Plan ("SWPP") or similar plan of the City of Fargo as it applies to an Owner's Lot.

Section 15.2. **Diseases and Insects.** No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or obnoxious insects.

Section 15.3. **Antennas.** To the extent permitted by applicable law, the installation of antennas, satellite dishes or other devices to the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be subject to the prior written approval of the ACC. Therefore, no antenna, satellite, TV



dish or other device for transmission or reception of television or radio signals shall be constructed, installed, erected, used or maintained on any Lot without the prior written approval of the ACC, unless applicable law prohibits the ACC from requiring such approval. Any such antennas must be installed in accordance with the guidelines set forth by the ACC.

Section 15.4. Trash Containers and Collection. No garbage or trash may be stored or kept on any Lot except in covered containers of a type, size and style which are approved by the ACC. All containers for garbage and trash shall be kept inside the garage or other structure located on a Lot, except that such container may be placed at the end of the driveway on garbage-collection day and placed back in the structure the same day. Containers may also be maintained outside of structures during construction periods. All rubbish, trash and garbage shall be removed from Lots and shall not be allowed to accumulate thereon. No indoor incinerator shall be kept or maintained on any Lot. All garbage or trash shall be collected by a garbage- or trash-collection service, which may be the City of Fargo, as designated by the Developer or by the ACC.

Section 15.5. Rooftop HVAC Equipment Prohibited. No heating, ventilating, air-conditioning or evaporative cooling units or equipment related thereto may be mounted, installed or maintained on the roof of any residence, garage or outbuilding so as to be visible from any neighboring property.

Section 15.6. Basketball Backboards and Hoops. No basketball hoop or backboard shall be attached to a residential unit or other building. Basketball hoops and backboards attached to a free-standing pole are permitted on a Lot and may be installed and maintained at the expense of the Lot Owner.

Section 15.7. Animals. Other than household pets kept for non-commercial uses, no animals, livestock, poultry or insects of any kind shall be raised, bred or maintained on any of the Lots. Pets must be restricted to the pet owner's Lot, must not be a nuisance and will not be allowed to stray to adjacent property.

Section 15.8. Mailboxes. No individual mailboxes will be allowed on any Lot. The location of mailboxes will be consistent with the overall development plan and subject to approval by the ACC. Group mailboxes may be located in the right-of-way area on the front side of any Lot or the side lot of a corner Lot. No delivery boxes other than mailboxes for U.S. mail will be permitted without the specific approval of the ACC. Snow removal and maintenance of the mailboxes, if not Group Mailboxes, will be the responsibility of the Lot Owner. Snow removal from in front of a Group Mailbox is the responsibility of the Lot owner for the Group Mailbox adjacent to his/her Lot. Group



Mailboxes will be maintained by the Association. ACC reserves the right to require a specified type or types of mailboxes for each residence if Group Mailboxes are not required.

Section 15.9. Clotheslines. Clotheslines will be permitted as long as placement and design are approved by the ACC.

Section 15.10. Vehicle Parking/Storage. No commercial vehicles, motor homes, travel trailers, recreational vehicles or construction equipment shall be permitted on any Lot in the subdivision. Provided, however, motor homes, travel trailers, recreational vehicles and like vehicles may be temporarily permitted on the Lots for the purpose of loading and unloading such vehicles or for temporary visits by visitors to the Lots, not exceeding seven (7) consecutive days. Motor homes, travel trailers and like vehicles may be stored on the Lots only if they are stored within a structure and are adequately screened from public view. All motor vehicles kept on or about a property shall be currently licensed and shall be maintained in an operable condition at all times, temporary mechanical difficulties and breakdowns excepted. Mechanical work on motor vehicles must occur inside a garage or other enclosed structure, except that minor mechanical repairs and washing of vehicles may occur on the driveway.

Section 15.11. Signs and Operational Structures. No billboards or advertising signs of any kind or character shall be erected, placed, permitted or maintained on any Lot except as herein expressly permitted. A name and address sign used solely for the purpose of identification of the residence occupants may be placed on the property by its occupants, provided the sign is no more than two (2) feet square maximum, and the design of the sign is approved by the ACC prior to installation. Every Lot shall have a visible number as required by the City of Fargo. For-sale signs as commonly used by area real estate agents may be placed on the lawn for any Lot which is for sale. The sign may not exceed two feet by three feet in coverage. Only one sign per Lot is allowed. Developer may place such signs as the Developer desires on any Lot Developer has not sold or other location within the Premises, other than a built-upon Lot owned by someone other than Developer. Permanent signs identifying the area may be placed by the Developer or with the approval of the Developer. The Developer may erect, place and maintain such structures or structure as it deems necessary for the operation or identification of the Premises.

Section 15.12. Nuisance. No obnoxious or offensive trade or activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Such restrictions shall include, but not be limited to: using the Lot as a dumping ground for rubbish, garbage,



trash or other waste materials; the placing thereon of unsightly piles of dirt, lumber or other materials, except during construction, and then only during the course of construction. Such restrictions shall also include not allowing noxious weeds to occur on the Lot, either during or after the construction of the home. The parking of any work vehicle larger than a one (1)-ton pickup truck in the driveway, except during construction or repair activities, is prohibited.

Section 15.13. Dirt Removal. No topsoil or excavation material may be removed from the Premises. When there occurs an excess of soil or excavation material as a result of excavation for construction or Lot grading, permission to remove that material from the Premises must be obtained from the Developer or the ACC. Developer may specify a location within the Premises for deposit of excess dirt.

Section 15.14. Appearance During Construction. All Lots are to be kept clean during construction. All garbage is to be stored out of sight. There will be regular collection of garbage and trash on the property. No garbage or trash burning is

permitted. All garbage and trash must be hauled away every fourteen (14) days or more frequently.

Section 15.15. Propane or Other Fuel Tanks. No combustible liquid or gas tanks, exposed to view from the street, will be allowed on any of the Lots.

Section 15.16. Temporary Residence. No trailer, basement, shack, garage, barn or other outbuilding erected on the Lot shall at any time be used as a residence, nor shall any residence of a temporary character be permitted.

Section 15.17. Power and Telephone Lines. For all Lots, temporary overhead distribution and service lines may be permitted until permanent underground facilities are installed. Otherwise, overhead lines are prohibited except during emergencies and repairs.

Section 15.18. Mining. No derrick or other structure designed for use in exploring for oil or natural gas shall be erected, placed or permitted upon any parts of any Lot, nor shall any oil, natural gas, petroleum, asphalt or hydrocarbon products or minerals of any kind be produced or extracted anywhere on any of the Lots. No oil drilling, oil-development operation, oil refining, quarrying or mining operations of any type shall be permitted on any Lot or any part of the properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any part of the Lots.



Section 15.19. Basements. No basement shall be constructed for temporary residential purposes, and no basement structure shall be used for residential purposes unless and until the entire primary structure has been erected and complies with the building codes of the City of Fargo. No trailer, tent, shack, garage, barn or other outbuilding erected on any Lot at any time may be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

Section 15.20. Mortgages. Breach of any of the foregoing Covenants, Conditions, Reservations or Restrictions shall not defeat or render invalid any lien, mortgage or deed of trust made in good faith for value as to any Lot or Lots or portions of Lots located within the Premises; but this Declaration shall be binding upon and effective against any mortgagee, Trustee or Owner, whose title or whose grantor's title is or was acquired by foreclosure, Trustee sale or otherwise.

Section 16. Easements.

Section 16.1. The easements for the installation and maintenance of utility and drainage facilities are shown on the Plat of the Premises. Within the area of the easements, no structures, plantings, fencing or other materials shall be placed, erected or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change or alter the direction of flow of drainage channels or swales in the easement areas, or which obstruct or retard the flow of water through drainage channels or swales in the easement areas. The easement areas of each Lot and all improvements on the Lot within the easement area shall be maintained continuously by the Owner, except for improvements for which a public authority or utility company is responsible. All claims for damages, if any, arising out of the construction, maintenance and repair of utility or drainage facilities, or on account of temporary or other inconvenience caused thereby against the Developer, utility or public authority or any of its agents or employees are waived and released by the Owners, their successors and assigns. All easements are perpetual.

Section 16.2. Developer reserves the right to the change of, to the layout of, and to the discontinuance of any street, avenue, way, or easement shown on the Plat not necessary for ingress or egress to or from a Lot or the Premises, subject to the approval of the appropriate governing authority of the City of Fargo, if such approval is required.

Section 16.3. Once the installation of utilities, including electricity, gas, water, communications, sanitation, storm sewer, entertainment cables, innerduct and drainage is completed with respect to a particular Lot, the exact location of installation shall be



established by marking and/or a written record submitted to Developer or to the City Engineer for the City of Fargo.

Section 16.4. All claims for damages, if any, arising out of the construction, maintenance, and/or repair of the utilities or on account of temporary or other inconvenience caused thereby against the Developer or against any utility company or municipality or any of their agents, employees or contractors, are hereby waived and released by the owners of the Lot by the act of acquiring a Lot. This also applies to all subsequent owners and interest holders.

Section 16.5. Easements are also created and reserved as Mailbox Easement Areas, Sign Easement Areas, Fence Easement Areas and Irrigation Easement Areas. The cost of maintaining, repairing, servicing and replacing the improvements constructed by Developers in these easement areas is the responsibility of the Association and will be part of the expenses of the Association. In addition to having the right to construct, repair, maintain and replace these improvements within the respective Easement Areas, there is also the right of ingress and egress to immediately adjacent property in a reasonable manner for these purposes.

Section 16.6. Easements are also created and reserved for those purposes as set forth in Section \_\_\_\_\_ of this Declaration dealing with Association fences and Section 13 of this Declaration dealing with Association irrigation systems. In addition to having the right to construct, repair, maintain and replace these improvements within the Easement Area, there is also the right to cross adjoining property in a reasonable manner for these purposes.

**GOLDEN VALLEY ADDITION HOMEOWNERS ASSOCIATION**

Section 17. **Membership in Association.** Every Owner of a Lot which is subject to the Declaration of Covenants shall be a mandatory member of the Golden Valley Homeowners Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation, such as a mortgage lender. All members of the Golden Valley Addition Homeowners Association shall be governed and controlled by the Articles of Incorporation and the Bylaws of the Homeowners Association, which Bylaws may be placed of record. Each Lot will have one (1) vote on Association matters.

Section 18. **Creation of Lien and Personal Obligation and Assessments.** The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not so expressed in such deed, is deemed to covenant and agree to pay the Association annual general assessments or charges, and special assessments





for capital improvements. All assessments shall be a charge on the land (Lot) and shall be a continuing lien upon the Lot(s) against which such assessment is made. Each such assessment shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due.

Section 19. **Method of Assessment.** Upon Developer selling all of the Lots in the Project, or earlier time if selected by Developer, the Developer will turn over control of the Association to the Owners. By vote of the majority of the Owners of the Lots, with each Lot having one (1) vote, the Association shall fix the annual assessment upon the basis provided herein. Provided, however, that the annual assessment shall be sufficient to meet the obligations imposed by this Declaration. The Association shall set the date such assessment shall become due. The Association may provide for collection of assessments annually or in monthly, quarterly or semi-annual installments; provided, however, that upon default of the payment of one or more installments, the entire balance of such said assessments may be fully accelerated, at the option of the Association, to be declared due and payable in full. Until turnover of the Association by Developer, Developer will set the assessments for the Association.

Section 20. **General Assessments.** The general assessments levied by the Association shall be used exclusively to promote the improvement, maintenance and operation of the entryways into the Premises, development fencing including any medians and landscaping monuments, signage and decoration and landscaping of medians and boulevards and the roadway area leading into the Premises from 25<sup>th</sup> Street. Also included in the assessments will be the improvement, maintenance and operation of the signage, collective mailboxes, common areas, perimeter landscaping and entrance(s) into Golden Valley Addition. Each Lot, whether improved or unimproved, shall be assessed at a uniform rate, with the assessment commencing on a date and for an amount determined necessary by the Association or Developer.

Section 21. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable for that year and for not more than the next five (5) succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements located within the Premises, including common areas, entrances, parks and landscaped areas, perimeter fencing (including replacement of perimeter fencing), banners, lighting or other decorations to enhance the esthetic value of the Premises, sidewalks or any other improvements, including any fixtures or personal property relating thereto, providing that any such assessment shall have the consent of fifty-one percent (51%) of the Lots voting, in person or by proxy, at a special meeting duly called for the purpose. As long



as Developer owns any Lot, any special assessment must be approved in writing by the Developer. Any special assessment shall be levied in equal amounts for each Lot. If the 70<sup>th</sup> Avenue Association fence or the 25<sup>th</sup> Street Association fence needs repair or replacement, the cost will be assessed equally against all Lots constituting the Premises.

Section 22. **Surplus Funds.** The Association shall not be obligated to spend in any year all the assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the annual assessments in the succeeding year if a surplus exists from a prior year. The Association may carry forward from year to year such surplus as the Board of Directors of the Association, in its discretion, may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

Section 23. **Enforcement of Lien.** Any annual assessment and/or special assessment represents a lien against the property and is subject to the following:

Section 23.1. All delinquent assessments, together with interest thereon (at an interest rate equal to the rate charged by Cass County for delinquent real estate taxes) and costs of collection thereof, including reasonable attorneys' fees and costs, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest thereon, and costs of collection shall also be the personal obligation of the person(s) who is the Owner of such Lot at the time the assessment became due.

Section 23.2. If the Association elects to claim a lien for non-payment of assessments, it shall, at any time, following a default in payment, make demand for payment to the defaulting Owner. Said demand shall state the date and amount of the delinquency. If such delinquency is not paid within thirty (30) days after delivery of such notice, the Association may elect to file a Claim of Lien against the Lot of such delinquent Owner. Such Claim of Lien shall state:

Section 23.2.1. The name of the delinquent Owner(s);

Section 23.2.2. The legal description of the Lot(s) against which the claim of lien is made;

Section 23.2.3. The amount claimed to be due and owing;



Section 23.2.4. That the Claim of Lien is made by the Association pursuant to the terms of this Declaration;

Section 23.2.5. That the Lien claimed against the Lot(s) is an amount equal to the amount of the stated delinquency;

Section 23.2.6. Due demand has been made upon the defaulting or the delinquent Owner pursuant to this Declaration, and that such amount was not paid within 30 days after such demand.

Upon recordation of a duly executed and acknowledged original of such Claim of Lien by the Cass County Recorder, the Lien claimed therein shall immediately attach to the Lot and shall become effective subject to the limitations hereinafter set forth. Each default shall constitute a separate basis for a Claim of Lien or a Lien, but a number of defaults may be included within a single Claim of Lien. Any such Lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of real estate mortgages pursuant to the statutes of the State of North Dakota.

The Claim of Lien provided for above shall be subordinate to the lien of any first mortgage, first purchase-money security deed or security deed representing a first lien on said property and including the improvement, Note and Mortgage of the Developer. Sale or transfer of any Lot pursuant to foreclosure shall extinguish the Lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall release such Lots from liability for any assessments thereafter becoming due or from the Lien for any such later assessments.

Section 24. **Association Areas of Responsibility.** Upon establishment by Developer and Developer turning over control, but not later than the closing of sale of 100% of the Lots which are then included within the Association as the result of the recording of one or more Statements of Addition, the Association or its delegated representative shall be responsible for the maintenance and management of the signage, Group Mailboxes, Association fences, Association irrigation systems, entrance medians and perimeter landscaping and the entrance to Golden Valley and all improvements located therein, except for any part thereof which any governmental entity is maintaining or is obligated to maintain. The Board of the Association shall be the sole judge as to the appropriate maintenance of all common areas. Until the Association is established, these shall be duties of the Developer. No Owner, resident or other person shall construct or install any improvements on the common areas or alter, modify or remove any improvements situated in the common areas without the approval of the Board. No Owner, resident or



other person shall obstruct or interfere with the Association in performance with the Association's management of maintenance of the common areas and the improvements located thereon.

Section 25. **Lot Maintenance.** Each Owner of a Lot shall be responsible for the maintenance of his/her Lot and all buildings, residential units, landscaping, structures or other improvements situated thereon. All buildings, structures, residences, landscaping and other improvements shall at all times be kept in good condition and repair. All grass, hedges, shrubs, vines, trees and plants of any type on a Lot shall be irrigated, mowed, trimmed and cut at regular intervals so as to be maintained in a neat and attractive manner. Trees, shrubs, vines, plants and grass which dies shall be promptly removed and replaced with living foliage of like kind, unless different foliage is approved in writing by the ACC. No yard equipment, wood piles or storage areas may be maintained so as to be visible from neighboring property or streets. All Lots upon which no residential units, buildings or other structures, landscaping or other improvements have been constructed shall be maintained in a weed-free and attractive manner. This requirement shall not apply to Developer while Developer owns Lots upon which no construction has occurred.

Section 26. **Assessment of Certain Costs of Maintenance and Repair.** In the event the need for maintenance of a Lot or common area is caused by the willful or negligent act of any Owner, his family, tenants, guests or invitees, the cost of such maintenance shall be paid by such Owner to the Association upon demand. Payment of any such amount shall be secured by the assessment of a Lien, the same as any other Lien referred to in this document.

Section 27. **Improper Maintenance and Use of Lots.** In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Premises which is substantially affected thereby or related thereto, or in the event any portion of a Lot is being used in a manner which violates this Declaration, or in the event the Owner of any Lot is failing to perform any of Owner's obligations under the Association Documents, the Board may make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice to the offending Owner that unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at said Owner's cost. If, at the expiration of said 14-day period of time, the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken, and the costs thereof shall be paid by such Owner to the Association upon demand. Payment of such amounts shall be secured by the assessment of a Lien.



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STAN RYLAND

## GENERAL PROVISIONS

Section 28. **Violations.** If any party violates or attempts to violate any of the Covenants or Restrictions contained in this Declaration, it shall be lawful for the Association or the Developer to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant or Restriction, and either prevent him/her/it from doing so, or to recover damages for such violation, or both.

Section 29. **Right to Enforce.** Failure to enforce any of the Covenants, Conditions, Restrictions, Easements, Liens and Charges now or hereinafter imposed, pursuant to the Covenants and Restrictions should not be deemed a waiver of the right to do so thereafter, nor shall it be construed as an act of acquiescence or approval on the part of the Owners or the Association.

Section 30. **Binding Effect.** The Covenants, Restrictions and Conditions of this Declaration shall run with and bind the Premises, and shall inure to the benefit of, and be enforceable by, the Owner of any Lot, their respective legal representatives, heirs, devisees, successors and assigns, or by the Association for the time period this Declaration is in effect, as previously set forth.

Section 31. **Severability.** The invalidation of any one or more of these Covenants or Restrictions by judgment or Court order shall in no way affect any other provisions, which shall remain in force and effect.

Section 32. **Amendments by Developer.** Developer reserves the right to amend this Declaration and the Covenants set forth herein at any time through December 31, 2019. This Declaration and the Covenants set forth herein may also be amended by Developer until the Developer divests itself of responsibility for architectural control. It shall be conclusively presumed that Developer has not divested itself of responsibility for architectural control until there is a sworn statement of record from the Developer so stating recorded with the Cass County Recorder. After the recording of such sworn affidavit, this Declaration may be amended by instruments signed by the Owners of not less than 60% of the Lots then constituting the Premises. Any instrument amending, modifying or cancelling this Declaration must be promptly filed and recorded before it shall be effective. Any amendment of these Covenants by the Developer will not affect the validity of any mortgage or deed of trust and may not change the burden to any Lot or portion of a Lot without the consent of the mortgage holder for that Lot, if any. Developer or Association will cause an amendment to be recorded with the Cass



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STAN RYLAND

County Recorder. The amendment will be effective upon recording of the same with the Cass County Recorder.

Section 33. **Construction Activities.** This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements by any Owner (including Declarant or any major Developer or principal owner) upon property within the Project provided that when completed, such improvements shall in all ways conform to this Declaration, the Bylaws, and Rules and Regulations. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust [reasonable dust control will be the responsibility of the Owner and contractor during construction], presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence, is in compliance with applicable federal, state and local laws and ordinances and any Rules and Regulations adopted pursuant thereto, and conforms to usual construction practices in the area. In the event of any dispute, a temporary waiver of the applicable provision including, but not limited to, any provision prohibiting temporary structures, may be granted by the Architectural Control Committee, provided that such waiver shall be only for the reasonable period of such construction. Such waiver may, but need not, be recorded or in recordable form. No portion of the Property may be stripped of natural vegetation unless in connection with construction of improvements or installation of landscaping within such portion of the Property. If such construction or installation has not commenced within a reasonable time after the natural vegetation has been stripped, the Owner of such portion of the Property shall take appropriate steps to prevent the erosion or blowing of soil from the Property.

Section 34. **Dedicated Rights.** The Premises shall be subject to any and all rights and privileges which the City of Fargo or the County of Cass or the State of North Dakota may have acquired through dedication or the filing or recording of any maps or subdivision plats as authorized by law and provided further that no Covenants or acts performed shall be in conflict with any zoning ordinance, land use law, building code, or other applicable law of the City of Fargo, County of Cass, or State of North Dakota, but shall be in addition thereto, with the stricter requirement applying.

**SIGNATURE PAGES FOLLOW.**



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Page: 22 of 23  
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STAN RYLAND

DATED: 1/2/15

DEVELOPER:

Ryland Development Corporation

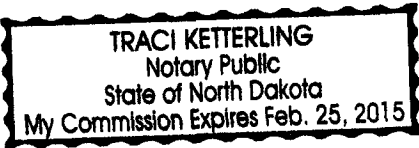
[Signature]  
Stanley L. Ryland, President

STATE OF NORTH DAKOTA )

) ss.

COUNTY OF CASS )

On this 2<sup>nd</sup> day of January, <sup>2015</sup>~~2014~~, before me, a Notary Public in and for said County and State, personally appeared Stanley L Ryland, to me known to be the President of Ryland Development Corporation, the corporation that is described in and that executed the foregoing instrument, and acknowledged before me that he and such corporation executed the same.



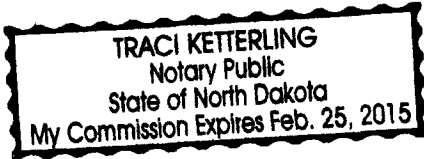
[Signature]  
Notary Public:  
[Signature]  
Stanley L. Ryland, Individually

STATE OF NORTH DAKOTA )

: ss.

COUNTY OF CASS )

On this 2<sup>nd</sup> day of January, <sup>2015</sup>~~2014~~, before me personally appeared Stanley L. Ryland, known to me to be the person who is described in, and who executed the within and foregoing instrument, and severally acknowledged that he executed the same.



[Signature]  
Notary Public:



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STAN RYLAND

RECORDER'S OFFICE, CASS COUNTY, ND 1/2/2015 3:55 PM  
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.  
JEWEL A. SPIES, COUNTY RECORDER

by Teresa C. Kiley, Deputy 1436364







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Page: 1 of 3  
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FARGO PARK DISTRICT

RECORDER'S OFFICE, CASS COUNTY, ND 3/27/2015 4:20 PM  
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.  
JEWEL A. SPIES, COUNTY RECORDER

by Teresa A. Kirby Deputy 1442169



**FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS, EASEMENTS, LIENS, AND CHARGES  
GOLDEN VALLEY ADDITION TO THE CITY OF FARGO  
CASS COUNTY, NORTH DAKOTA**

This First Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens, and Charges Golden Valley Addition to the City of Fargo, Cass County, North Dakota ("**Amendment**") is made effective this 8 day of March, 2015, by the Developer. Any capitalized terms contained herein but not defined will have the meaning ascribed to such term in the Declaration (as described below).

RECITALS

**WHEREAS**, on January 2, 2015, Developer executed the Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens, and Charges Golden Valley Addition to the City of Fargo, Cass County, North Dakota ("**Declaration**") which was recorded in the Office of the Cass County Recorder on January 2, 2015, as Document No. 1436364; and

**WHEREAS**, the Declaration covers the following-described real property:

**All property platted as Golden Valley Addition to the City of Fargo, Cass County, North Dakota, as set forth on the Plat of the Golden Valley Addition to the City of Fargo recorded as Document No. 1392865 with the Cass County, North Dakota, recorder**

which is defined as the "**Premises**."

**WHEREAS**, Developer has conveyed Lot 17, in Block 2, Golden Valley Addition to the City of Fargo to the Fargo Park District ("**Park District Lot**") and, as part of such conveyance, Developer has agreed to release the Park District Lot from the Declaration.





PAGE: 1 of 8      REST  
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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS, EASEMENTS, LIENS AND CHARGES  
AND  
STATEMENT OF ADDITION  
OF  
GOLDEN VALLEY THIRD ADDITION**

THIS DECLARATION, is made June 1, 2020, by 76<sup>th</sup> Street Holdings, LLC, a North Dakota limited liability company, hereinafter referred to as the "Developer", who desires to provide for the preservation of the values and amenities of the property described in Article II of this Declaration, hereinafter called the "Property". To this end the Property is added to the "Property" as defined in the Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges recorded with the Cass County Recorder as document No. 1436364 and is further subject to the covenants, conditions, restrictions, reservations, easements, liens and charges set forth in this Declaration, each and all of which is and are for the benefit of the Property and each Owner. These covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the properties herein described or any part thereof, and shall inure to the benefit of each Owner thereof.

NOW, THEREFORE, Developer declares:

1. That the Property is made a part of the Property described in the Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges recorded with the Cass County Recorder as document No. 1436364; and,
2. that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, reservations, easements, liens and charges (sometimes referred to as "covenants and restrictions") set forth in this Declaration.

## ARTICLE I.

### DEFINITIONS

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

1. "Association" shall mean The Golden Valley Homeowners Association, its successors and assigns.

2. "Building Plot" shall mean and consist of one or more Lots or one Lot and a portion or portions of adjacent Lots which have the same Owner.

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

4. "Developer" shall mean and refer to 76<sup>th</sup> Street Holdings, LLC, a North Dakota limited liability company, its successors and assigns, if any successors or assigns shall acquire a majority of the undeveloped Lots for the purpose of development.

5. "Family" shall mean one or more persons living in a residential building as a single housekeeping unit and shall exclude a group or groups of persons where three (3) or more persons thereof are not related by blood, adoption, or marriage.

6. "Lot" shall mean and refer to any plot of land shown upon any recorded Plat of the Property. If a Lot as shown on the Plat or a portion thereof, is added to an adjacent Lot, then the same shall be considered as one Lot for purposes of this Declaration.

7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

8. "Plat" shall mean the plat of Golden Valley Third Addition to the City of Fargo.

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

10. "Review Committee" shall mean the Golden Valley Architectural Review Committee established pursuant to Article III.

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION

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

**Lots 1-11, Block 1; Lot 1, Block 2; Lots 1-20, Block 3; Lots 1-12, Block 4, Golden Valley Third Addition to the City of Fargo, Cass County, North Dakota.**

all of which real property shall hereinafter be called the "Property".

ARTICLE III.

ARCHITECTURAL CONTROL

1. The Golden Valley Architectural Review Committee. The Property is subject to the architectural control requirements governed by the Golden Valley Architectural Review Committee as established by the Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges recorded with the Cass County Recorder as document No. 1436364.

2. Procedure for Submission of Plans and Specifications. A copy of Plans (for which receipt must be acknowledged in writing) will be submitted to the Review Committee at [Teresa@Bullislaw.com](mailto:Teresa@Bullislaw.com). Approval or disapproval of those plans will be made in writing within fourteen (14) days after the receipt of those plans. In the event the Review Committee fails to approve or disapprove of the plans and related documents within this fourteen (14) day period, approval will not be required and the related covenants shall be deemed to have been fully met. Approval shall not be arbitrarily withheld or delayed, it being the intention of the Review Committee to grant or withhold approval for the purpose of establishing a quality, restricted residential district, free from objectionable or value-destroying features and in conformity with the governing zoning codes, building codes and other applicable regulations then in force.

ARTICLE IV.

RESTRICTIONS

In addition to the Restrictions upon use contained in the Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges recorded with the Cass County Recorder as document No. 1436364, the Property shall be subject to the following restrictions:

1. Landscaping. The front and side Lots of each property shall be sodded or seeded prior to the end of the first summer construction season that the home is completed. If a property is completed in the winter, it shall be sodded or seeded prior to the end of the following summer. If a property is completed in the same year, the rear Lot shall be seeded or sodded within one year of occupancy of the completed residence.

2. Signs. No billboards or advertising signs of any kind or character shall be erected, placed, permitted or maintained on any Lot except as herein expressly permitted. A name and address sign used solely for the purpose of identification of the dwelling house occupants may be placed on the property by its occupants provided the sign is no more than two feet square maximum and the design of the sign is approved by the Review Committee prior to installation. The provisions of the paragraph may be waived by the Review Committee only when in its discretion the same is necessary to promote the sale of the property in the area of promotion of the premises. The Review Committee may erect, place and maintain such sign structure or structures as it deems necessary for the operation or identification of the subdivision.

3. Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Such restrictions shall include, but not be limited to using the Lot as a dumping ground for rubbish, garbage, trash, or other waste materials, the placing thereon of unsightly piles of dirt, lumber or other material except during construction, and then only during the course of construction. Such restrictions shall also include allowing noxious weeds to occur on the Lot either during or after the period of construction of the home.

## ARTICLE V.

### THE GOLDEN VALLEY HOMEOWNERS ASSOCIATION

1. Membership in Association. Each Lot contained within the Property shall be a mandatory member of the Golden Valley Homeowners Association as described in the Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges recorded with the Cass County Recorder as document No. 1436364. In addition to the rules governing all Lots in the Association, the following additional rules shall govern the Lots contained within Golden Valley Third Addition:

- a. Landscape Easements. The Association shall have the right to determine the type and variety of vegetative cover, trees and grasses with the Landscape Easements described on the Plat. The Lot owners shall continuously maintain the plantings with the Landscape Easements in a manner to maintain the value and integrity of the homes contained with the Association.
- b. Block Four Alley. The Lot Owners in Block Four of the Plat shall be the only Lots responsible for the costs associated with the maintenance and upkeep of the surface of the alley serving these lots.

- c. HOA Pocket Park. The HOA Pocket Park contained within Lot 2, Block 2 of the Plat shall be maintained by the Association. The Association is empowered to assess the members of the Association for all costs associated with the ownership, maintenance and upkeep of this lot including payment of property taxes and special assessment on this lot.
- i. The Developer, Lot Owners, and the Association hereby subrogate to the City of Fargo any and all powers provided by any covenants, conditions, and restrictions that have been or will be granted to the Association to assess against the Lots costs of ownership, maintenance and upkeep for the Association owned Lot or Lots, including without limitation ad valorem taxes, installments of special assessments or costs of abatement of nuisance
  - ii. The above subrogation provision is for the benefit of the City of Fargo only, and nothing herein shall be interpreted to require the City of Fargo to be responsible for any of the obligations of ownership, upkeep, maintenance or the payment of taxes or special assessments for the Association owned Lots.
  - iii. The Lot Owners and the Association agree that none of the foregoing powers or rights granted to the City of Fargo may be modified, cancelled or terminated without approval of the board of city commissioners of the City of Fargo and any amendment to this Declaration that abrogates any right granted therein to the City without such approval shall be void and of no force or effect.

## ARTICLE VI.

### GENERAL PROVISIONS

1. Enforcement. Enforcement. If any party shall violate or attempt to violate any of the covenants or restrictions contained in this Declaration, it shall be lawful for the Developer to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions. The Developer may seek specific performance or recover money damages for such violation. At such time as the Developer has divested itself of responsibility for architectural control, any Owner may prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions.

2. Right to Enforce. Failure to enforce any of the covenants, conditions, restrictions, easements, liens and charges now or hereafter imposed pursuant to the covenants or restrictions should not be deemed a waiver of the right to do so thereafter, nor shall it be construed as an act of acquiescence or approval on the part of the Owners.



3. Duration. The covenants, restrictions and conditions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, devisees, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded. After that time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners has been recorded, agreeing to modify said covenants and restrictions in whole or in part.

4. Severability. The invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and affect.

5. Amendments. This Declaration of Covenants, Conditions and Restrictions may be amended by Developer until it divests itself of the responsibility for architectural control. It shall be conclusively presumed that the Developer has not divested itself of responsibility for architectural control unless there is a sworn affidavit of record so stating. After that time, this Declaration may be amended by an instrument signed by the owners of not less than seventy-five (75%) percent of the lots. Any instrument amending, modifying or canceling this Declaration must be properly filed and recorded before it shall be effective. Notwithstanding anything contained in this paragraph 5, none of the powers or rights granted to the City of Fargo under Article V may be modified, cancelled or terminated without approval of the board of city commissioners of the City of Fargo and any amendment to this Declaration that abrogates any right granted therein to the City without such approval shall be void and of no force or effect.



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Recorded Electronically      \$65.00

RECORDER'S OFFICE, CASS COUNTY, ND      6/11/2020 1:40 PM  
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.  
DEBORAH A. MOELLER, COUNTY RECORDER

by *Teresa A. Kirby*, Dep. **1593679**  
Recorded Electronically



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James R Bullis PC      7/1/2020 8:00 AM  
Recorded Electronically      \$65.00

RECORDER'S OFFICE, CASS COUNTY, ND      7/1/2020 8:00 AM  
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.  
DEBORAH A. MOELLER, COUNTY RECORDER

by Teresa A. Kirby, Dep. **1595962**  
Recorded Electronically



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**THE GOLDEN VALLEY FOURTH ADDITION  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS, EASEMENTS, LIENS AND CHARGES**

THIS DECLARATION, is made JUNE 30, 2020, by Jordahl Custom Homes, Inc., hereinafter referred to as "Developer", who desires to provide for the preservation of the values and amenities of the property described in Article II of this Declaration, hereinafter called the "Property". To this end the Property is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges set forth in this Declaration, each and all of which is and are for the benefit of the Property and each Owner. These covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the properties herein described or any part thereof, and shall inure to the benefit of each Owner thereof.

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

ARTICLE I.

DEFINITIONS

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

1. "Association" shall mean The Golden Valley Fourth Addition Homeowners Association, its successors and assigns.

2. "Board" shall mean the Board of Directors of the Association.

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

4. "Developer" shall mean and refer to Jordahl Custom Homes, Inc., its agents, successors and assigns, if any successors or assigns shall acquire a majority of the undeveloped Lots for the purpose of development.

5. "Family" shall mean one or more persons living in a residential building as a single housekeeping unit and shall exclude a group or groups of persons where three (3) or more persons thereof are not related by blood, adoption, or marriage.

6. "Lot" shall mean and refer to any parcel of land shown upon any recorded Plat of the Property designated for residential use. If a Lot as shown on the Plat or a portion thereof, is added to an adjacent Lot, then the same shall be considered as one Lot for purposes of this Declaration.

7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

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

9. "Review Committee" shall mean The Golden Valley Fourth Addition Architectural Review Committee established pursuant to Article III.

## ARTICLE II.

### PROPERTY SUBJECT TO THIS DECLARATION

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

**Lots 1-21, Block 1; Lots 1-14, Block 2; Lots 1-14, Block 3; Lots 1-32, Block 4, Lots 1-32, Block 5 and Lots 2-13, Block 6, Golden Valley Fourth Addition to the City of Fargo, Cass County, North Dakota.**

all of which real property shall hereinafter be called the "Property".

## ARTICLE III.

### ARCHITECTURAL CONTROL

1. The Golden Valley Fourth Addition Architectural Review Committee. There is hereby established The Golden Valley Fourth Addition Architectural Review Committee ("Review Committee") for the Property which shall be comprised of the Developer, until the earlier of the date that residences have been constructed and completed on all Lots, or until such time that the Developer decides to divest itself of responsibility for architectural control. When such control is relinquished, the responsibility shall be vested in a committee comprised of three Owners, who shall be appointed by the Board. The appointed committee shall, at that time, adopt a meeting schedule and rules of operation. It shall be conclusively presumed that there has been no complete construction upon all properties or that the Developer has not divested itself of responsibility for Architectural Control unless there is a sworn affidavit of record stating that one or the other of said factual circumstances exists. Whenever there is a reference in these documents to "Review Committee," such reference shall include either the Developer or the appointed committee.

2. Procedure for Submission of Plans and Specifications. Plans (for which receipt must be acknowledged in writing) will be submitted to the Review Committee at Nicole.Rygh@JordahlCustomHomes.com, or to Jordahl Custom Homes, Inc. 2832 Sheyenne St, West Fargo, ND 58078, Attn: Nicole Rygh. Approval or disapproval of those plans will be made in writing within ten (10) days after the receipt of those plans. Approval shall not be arbitrarily withheld or delayed, it being the intention of the Review Committee to grant or withhold approval for the purpose of establishing a high quality residential community of homes that are (i) similar in size, style and workmanship, (ii) free from objectionable or value-destroying features and, (iii) in conformity with the governing zoning codes, building codes and other applicable regulations then in force.

3. Architectural Control. No building, fence, wall, landscaping feature, pool, play structure, driveway, sidewalk or any other structure shall be commenced, constructed, erected or maintained on the Lots, nor shall any exterior addition, change or alteration be made to any structure on a Lot until the plans for same have been submitted to and approved in writing by the Review Committee or its appointed agent from time to time.

A. Plans submitted for approval shall include the following:

- i. One complete set of house plans and one site plan.
- ii. The site plan should indicate the basement outline with projections shown as a dotted line. The garage "footprint" and exterior steps or decks should be indicated. The main floor proposed grade, and the basement floor grade should be clearly shown. The site plan should clearly indicate the finished landscape grade at each corner of the

building as well as those adjacent to any unusual indentations within an elevation. The site plan should indicate sidewalk, walkway, and driveway locations and sizes.

B. The top of the foundation or lowest opening of all residential structures within the Development shall be not less than 2 ½ feet above the top of the curb directly in front of the structure or any lesser elevation established by the City of Fargo.

C. Accessory structures such as pools, pool houses, gazebos, utility buildings, storage buildings, additional garages, decks and play structures should be indicated on the site plan.

D. Any and all solar heating devices or satellite dishes, TV and radio antennae must be approved by Review Committee or its architect.

E. Each Lot will be restricted to construction of one single family detached residence with either a two or three car attached garage. No lean-to, car-port, vehicle storage building detached from the residence will be permitted, without the written approval of the Review Committee.

F. The following exterior minimum square footage requirements apply. Square foot calculations will not include basements, open porches and decks or garages.

- i. 1200 square feet for a standard one story (rambler).
- ii. 1500 square feet for a standard two story.
- iii. 1800 square feet for a bi-level, 3 level split, or one and one-half story.  
Note: The minimum ground floor "footprint" must not be less than 600 square feet, excluding the garage.
- iv. 1150 square feet per side for a standard twin home on lots designated by Developer for twin home construction.

G. A reduction of the square footage with respect to any of the Lots may be granted by the Review Committee. Any reduction shall be evidenced by a written certificate of variance issued by the Review Committee.

H. All residences shall have a minimum two-car garage.

I. No residence shall exceed two stories in height when viewed from the street.

J. All residences must have 10% hard surface coverage on the front of the structure which would include but not be limited to brick, stone, Dryvit or similar hard surface materials.

K. Any accessory structure built on a Lot shall be subject to the same side yard setback requirements as the primary structure, utilizing the same exterior materials used on the house. The maximum size of any accessory structure shall be 250 square feet.

4. Construction Time and Requirements. Construction of all primary structures shall be substantially completed within (6) months after issuance of any building permit for the structure. Sodding, seeding and landscaping shall be completed as soon as weather permits following substantial completion of the primary structure, but in any event, within twelve (12) months of issuance of the building permit. No outside storage of building materials shall be permitted on any lot after the six (6) month construction period.

5. New Construction: All improvements constructed on Lots shall be new construction and no buildings or other structures shall be moved from other locations onto any Lot. Construction of improvements on any Lot must commence within twenty-four (24) month of conveyance of the Lot by Developer. In the event construction of improvements does not commence within this time frame, the Developer will have the option to purchase the lot back from the Owner upon payment to the Owner of ninety (90%) percent of the price originally paid to Developer for the Lot.

6. Subdivision Fences. The Association shall be responsible for the continuous care and any maintenance of any subdivision fences required by the subdivision improvement agreement with the City of Fargo. All other fencing shall require approval by the Architectural Review Committee prior to installation.

#### ARTICLE IV.

#### RESTRICTIONS

The Property shall be subject to the following restrictions:

1. Land Use and Building Type. All Lots zoned residential shall be used for single family purposes only. No improvements or structures whatsoever, other than Developer or Review Committee approved dwellings, outbuildings, pools, garages and fences (subject to limitations hereinafter set forth) may be erected, placed or maintained on any Lot on the Property.

2. Building Location. No building shall be erected on any Lot unless side Lot clearances and front line set backs are in compliance with the City of Fargo zoning ordinances for residential zoning districts unless variances are approved by Review Committee and the City of Fargo, however, in no event shall any building or structure be erected within 20 feet of the front or back Lot line. Eaves and steps shall also be constructed in such a way so as to comply with such zoning ordinances and restrictions, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

3. Lot Drainage Control. All Lots shall be graded to the finished design grades as approved by the City of Fargo. Positive drainage is required and made to divert water



away from the residence and to prevent standing water and soil saturation which may be detrimental to structures and enjoyment or use of the property.

4. Fencing. All fencing provided by the builder or owner, or anyone other than the Review Committee shall require the approval of the Review Committee prior to installation. All fencing must be made of maintenance free material, no chain link or wood fencing will be permitted. No fence shall be constructed to extend beyond the front of the primary structure facing the front of the lot (that side of the lot facing a street) except on corner lots as approved by the Developer. No such fence shall exceed six feet in height. Side and rear lot fencing for all "pond" lots must be of "opaque" design and constructed so as to not block the view corridors to the "pond" from adjacent lots. Aluminum ornamental style fencing is suggested. Any Development fencing located within the fencing easement on a lot shall be maintained by the Developer. However, the cost of maintenance and repair of the Development fencing will be the responsibility of the lot owner.

5. Landscaping. The front and side Lots of each property shall be sodded or seeded prior to the end of the first summer construction season that the home is completed. If a property is completed in the winter, it shall be sodded or seeded prior to the end of the following summer. If a property is completed in the same year, the rear Lot shall be seeded or sodded within one year of occupancy of the completed residence.

6. Boulevard Trees and Sidewalks. Within twelve (12) months of occupancy, all lots in the Development shall have trees on the boulevards according to the requirements of the City of Fargo zoning ordinances as existing on the date hereof and all such lots shall have not less than one (1) tree in the front of the lot as well as sidewalks where required by the City of Fargo.

7. Diseases and Insects. No Owner shall permit any condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

8. Antennas. To the extent permitted by applicable law, the installation of antennas, satellite dishes or other devices for the transmission or reception of television or radio signals or any other form or electromagnetic radiation shall be subject to the prior written approval of the Review Committee. Therefore, no antenna, satellite or microwave dish or other device for transmission or reception of television or radio signals shall be constructed, installed, erected, used or maintained on any Lot without the prior written approval of the Review Committee unless applicable law prohibits the Review Committee from requiring such approval. Any such antennas must be still installed in accordance with the guidelines set forth by the Review Committee.

9. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot except in covered containers of a type, size and style which are approved by the Review Committee. In no event shall such containers be maintained so as to be Visible from neighboring Property except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage shall be removed from Lots and shall not be allowed to accumulate

thereon. No outdoor incinerators shall be kept or maintained on any Lot. All garbage or trash shall be collected by a garbage or trash collection service as designated by the Developer or the Review Committee.

10. Rooftop HVAC Equipment Prohibited. No heating, ventilating, air conditioning or evaporative cooling units or equipment related thereto may be mounted, installed or maintained on the roof of any Residential Unit, garage, Hangar or other building so as to be Visible from Neighboring Property.

11. Basketball Goals and Backboards. No basketball goal or backboard shall be attached to a Residential Unit or other building. Basketball goals and backboards attached to a freestanding pole are permitted on a Lot and may be installed and maintained at the expense of the lot owner.

12. Animals. Other than household pets kept for non-commercial uses, no animals, livestock, poultry or insects of any kind shall be raised, bred or maintained on any of the Lots, Pets will be restricted to owners Lot, must not be a nuisance and will not be allowed to stray to adjacent property.

13. Mailboxes. No non-conforming mailboxes shall be allowed on any Lot. Location of mailboxes will be consistent with the overall development plan and subject to approval by the Review Committee. No delivery boxes other than mailboxes for U.S. Mail will be permitted without the specific approval of the Review Committee. Snow removal and maintenance of the mailboxes shall be the responsibility of the homeowners.

14. Clotheslines. Clotheslines are not permitted.

15. Vehicle Parking Storage. No commercial vehicles, boats, motor homes, travel trailers, or construction equipment shall be permitted on any Lot in the subdivision. Motor homes, travel trailers and like vehicles shall be temporarily permitted on the Lots for the purpose of loading and unloading such vehicles or for temporary visits by visitors to the Lots. Motor homes, travel trailers and like vehicles may be stored on the Lots only if they are stored behind the front house line and are adequately screened from public view with prior approval of Review Committee. All motor vehicles kept on or about a property shall be currently licensed and shall be maintained in an operable condition at all times, temporary mechanical difficulties and breakdowns excepted.

16. Signs. No billboards or advertising signs of any kind or character shall be erected, placed, permitted or maintained on any Lot except as herein expressly permitted. A name and address sign used solely for the purpose of identification of the dwelling house occupants may be placed on the property by its occupants provided the sign is no more than two feet square maximum and the design of the sign is approved by the Review Committee prior to installation. The provisions of the paragraph may be waived by the Review Committee only when in its discretion the same is necessary to promote the sale of the property in the area of promotion of the premises. The Review Committee may erect, place and maintain such sign structure or structures as it deems necessary for the operation or identification of the subdivision.

17. Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Such restrictions shall include, but not be limited to using the Lot as a dumping ground for rubbish, garbage, trash, or other waste materials, the placing thereon of unsightly piles of dirt, lumber or other material except during construction, and then only during the course of construction. Such restrictions shall also include allowing noxious weeds to occur on the Lot either during or after the period of construction of the home.

18. Dirt Removal. No topsoil or excavation material may be removed from the Development property. When there occurs an excess of soil or excavation material as a result of basement excavation or Lot grading, permission to remove that material must be obtained from the Developer or Review Committee. Otherwise, the Review Committee will direct as to where the excess excavation, or soil, if any, is to be disposed of.

19. Appearance During Construction. All Lots are to be kept clean during construction. All garbage is to be stored out of sight. No garbage/trash burning will be permitted. All Lots shall comply with the storm water management practices in use in the City of Fargo during the time of construction.

20. Propane Tanks. No combustible liquid or gas tanks, exposed to view from the public street, shall be allowed on the Lots.

21. Temporary Residence. No trailer, basement, tent shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, nor shall any residence of a temporary character be permitted.

22. Easements. The easements for the installation and maintenance of utility and drainage facilities are shown on the registered plat of the development. Within the area of the easements no structures, plantings, fencing or other materials shall be placed, erected, or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change or alter the direction of flow of drainage channels or swales in the easements or which obstruct or retard the flow of water through drainage channels or swales in the easements. The easement areas of each Lot and all improvements on it shall be maintained continuously by the Owner except for the improvements for which the public authority or utility company is responsible. All claims for damages, if any, arising out of the construction, maintenance and repair of the utility or drainage facility or on account of temporary or other inconvenience caused thereby against the Developer, the utility or the public authority or any of its agents or servants are waived by the Owners.

23. Power and Telephone Lines. Overhead lines shall be prohibited except during emergencies and repairs.

24. Mining. No derrick or other structure designed for use in exploring for oil or natural gas shall be erected, placed, or permitted upon any part of the Lots nor shall any oil, natural gas, petroleum, asphalt, or hydrocarbon products or minerals of any kind be

produced or extracted anywhere in the Lots. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted on any Lot or any part of the properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on part of the Lots.

25. Basements. No basement shall be constructed for temporary residential purposes and no basement structure shall be used for residential purposes unless and until the entire primary structure has been erected and complies with the building code of the City of Fargo, nor shall any trailer, tent, shack, garage, barn or other outbuilding erected on any lot at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

26. Mortgages. The breach of any of the foregoing covenants, conditions, reservations or restrictions shall not defeat or render invalid any lien, mortgage or deed of trust made in good faith for value as to any Lot or Lots or portion of Lots in the Development; but this Declaration shall be binding upon, and effective against any mortgagee, trustee or owner, whose title or whose grantor's title is or was acquired by foreclosure, trustee sale or otherwise.

27. Leasing. No Lot or residential Structure located upon a Lot (for purposes of this paragraph a "Unit") shall be rented for transient or hotel purposes or, in any event, for an initial period of less than six (6) months. No portion less than all of any Unit shall be leased for any period. No Owner shall lease a Unit other than on a written form of lease requiring the lessee to comply with this Declaration and all other governing documents of the Association. The written form of lease shall further provide that failure to comply constitutes default under the lease. The Board may provide a suggested standard lease form for use by Owners. Each Owner of a Unit shall, promptly following the execution of any lease of a Unit, forward a confirmed copy thereof to the Board. The foregoing provisions of this paragraph, except the restriction against use for hotel or transient purposes, shall not apply to the Developer, or to a Mortgagee in possession of a Unit as a result of foreclosure, proceeding in lieu of foreclosure, or other judicial sale.

## ARTICLE V.

### THE GOLDEN VALLEY FOURTH ADDITION HOMEOWNERS ASSOCIATION

1. Membership in Association. Upon the completion of all residences in the Property, or in the sole discretion of Developer, governing control of these covenants and restrictions shall be transferred to the Association. Immediately upon transfer, the Association shall elect a board of 5 Lot Owners who shall constitute the governing board of the Association and oversee enforcement of these covenants. Every Owner of any Lot which is subject by covenants of record to assessment by the Association shall be a mandatory member of the Association. There shall be one vote per Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. All members of The Golden Valley Fourth Addition

Homeowners Association shall be governed and controlled by the Articles of Incorporation and by the Bylaws thereof.

2. Creation of a Lien and Personal Obligation and Assessments. The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not so expressed in such deed, is deemed to covenant and agree to pay the Association annual general assessments or charges, and special assessments for capital improvements. All assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment shall also be the personal obligation of the Owner of such property at the time when the assessment fell due.

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

4. General Assessment. The general assessment levied by the Association shall be used exclusively to promote the improvement, maintenance and operation of the signage, mailboxes, common areas, perimeter landscape and entrance to Golden Valley 4<sup>th</sup> Addition. Each Lot, whether improved or unimproved, shall be assessed at a uniform rate with the assessment commencing on a date and for an amount determined necessary by the Association.

5. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable for that year and for not more than the next four succeeding years for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements located within the development including the roads, paving of roads, common areas, parks, entrance and the landscaped area or area of the entrance, street lighting, banners, or other decorations to enhance the aesthetic value of the subdivision, sidewalks, or any other improvement, including fixtures and personal property related thereto, providing that any such assessment shall require the approval of a two-thirds (2/3) majority of the owners who are voting in person or by proxy at a special meeting duly called for that purpose. So long as the Developer owns any Lot any special assessment must also be approved in writing by the Developer. Any special assessment shall be levied in equal amount for each Lot.

6. Surplus Funds. The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior

year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

7. Enforcement of Lien and Covenants:

A. All delinquent assessments, together with interest thereon (at an interest rate equal to that rate charged by Cass County for delinquent taxes), and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon, attorney's fees and costs of collection thereof, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

B. If the Association elects to claim a lien for non-payment of assessments, it shall at any time within thirty (30) days after the occurrence of default make a demand for payment to the defaulting owner. Said demand shall state the date and amount of delinquency. If such delinquency is not paid within ten (10) days after delivery of such notice, the Association may elect to file a claim of lien against the Lot of such delinquent owner. Such claim of lien shall state:

- i. The name of the delinquent owner.
- ii. The legal description of the Lot against which the claim of lien is made.
- iii. The amount claimed to be due and owing.
- iv. That the claim of lien is made by the Association pursuant to the terms of this Declaration.
- v. That the lien claimed against the Lot is in an amount equal to the amount of the stated delinquency.
- vi. Due demand has been made upon the defaulting or the delinquent owner pursuant to this Declaration and that said amount was not paid within the ten (10) days after such demand.

Upon recordation of a duly executed and acknowledged original of such claim of lien by the Cass County Recorder, the lien claimed therein shall immediately attach to the real property and become effective subject to the limitations hereinafter set forth. Each default shall constitute a separate basis for a claim of lien or a lien but a number of defaults may be included within a single claim of lien. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of real estate mortgages pursuant to the statutes of the State of North Dakota.

The lien of the assessments provided for above shall be subordinate to the lien of any first mortgage, first purchase money security deed, or security deed representing a first lien on said property and including the improvement note and mortgage of the Developer. Sale or transfer of any Lot pursuant to foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall release such Lots from liability for any assessments thereafter becoming due or form the lien thereof.

C. In addition to lien rights, the Developer or Association, as the case may be, shall have the authority to levy fines upon any homeowner who remains in default of these covenants after written notice of default. The amount of such fines shall be adjusted on a periodic basis by the Developer or Association, but the minimum amount per violation shall be set at \$50.00. Any fine not paid shall be a charge on the land and a continuing lien on the Lot, together with attorney's fees and the cost of recording the lien.

## ARTICLE VI.

### MAINTENANCE

1. Areas of Association Responsibility. The Association, or its duly delegated representative, shall be responsible for the management and maintenance of the signage, mail boxes, common area, perimeter landscape and entrance to Golden Valley Fourth Addition, and all improvements located thereon, except for any part thereof which any governmental entity is maintaining or is obligated to maintain. The Board shall be the sole judge as to the appropriate maintenance of all common areas. No Owner, resident or other person shall construct or install any improvements on the common areas or alter, modify or remove any Improvements situated on the common areas without the approval of the Board. No Owner, resident or other person shall obstruct or interfere with the Association in performance of the Association's management or maintenance of the common areas, and the improvements located thereon.

2. Lots. Each Owner of a Lot shall be responsible for the maintenance of his Lot, and all buildings, Residential units, landscaping or other Improvements situated thereon. All buildings, Residential units, landscaping and other improvements shall at all times be kept in good condition and repair. All grass, hedges, shrubs, vines, trees and plants of any type on a Lot shall be irrigated, mowed, trimmed and cut at regular intervals so as to be maintained in a neat and attractive manner. Trees, shrubs, vines, plants and grass which die shall be promptly removed and replaced with living foliage of like kind, unless different foliage is approved in writing by the Review Committee. No yard equipment, wood piles or storage areas may be maintained so as to be visible from neighboring property or streets. All Lots upon which no Residential Units, buildings or other structures, landscaping or improvements have been constructed shall be maintained in a weed free and attractive manner.

3. Assessment of Certain Costs of Maintenance and Repair. In the event that the need for maintenance of and common areas is caused through the willful or negligent act of any Owner, his family, tenants, guests, or invitees, the cost of such maintenance shall

be paid by such Owner to the Association upon demand and payment of such amounts shall be secured by the Assessment Lien.

4. Improper Maintenance and Use of Lots. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being used in a manner which violates this Declaration, or in the event the Owner of any Lot is failing to perform any of its obligations under the Association Documents, the Board may make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said fourteen day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be paid by such Owner to the Association upon demand and payment of such amounts shall be secured by the Assessment Lien.

## ARTICLE VII.

### PARTY WALL AGREEMENTS

In the event any Property subject to these covenants are utilized for twin-home construction, the following shall be applicable to any lot upon which a structure with a party wall is located:

1. Party Wall. The Project consists of any lots upon which a structure with a party wall is located. Between the Units there are common or party walls supported by common or the same footings, foundation, and other supports and common sanitary sewer connections. Each garage has two party or common walls.

2. Units Affected. The covenants in this Article shall run with and bind the land contained herein.

3. Common Wall Deemed Not an Encroachment. The walls to be constructed on the boundary between the Units, and forming a part of each Unit, are hereby declared to be party or common walls for the use, benefit, and enjoyment of the parties, their respective heirs, executors, administrators, successors, and assigns, and no part thereof is to be construed or deemed to be an encroachment on either of the Units situated in the Project.

4. Damage or Destruction to Common Walls. In the event of damage or destruction of a party wall or any portion thereof, from any cause other than the negligence on one of the Owners of the affected Unit, then the Owners of each of the affected Units shall at their joint and several equal expense repair or rebuild the damaged or destroyed wall, and each of the parties shall have the full use of the wall so repaired or rebuilt. If either Owner's negligence shall cause damage or destruction of the common wall, such negligent Owner shall bear the entire cost of the repair or reconstruction. If the



Owner of either of the affected Unit shall neglect or refuse to pay his or her share or all of such costs in the case of negligence, the Association may have the wall repaired or restored and the same shall be deemed to be an assessment against the Unit(s) and Owner(s) who refused to pay his or her share. If, after expiration of fifteen (15) days from receipt of a written request for payment of such assessment, the Association shall be entitled to the remedies set forth herein.

5. Footings, Foundations, and Support. No part of any of the footings, foundation, and other supports, supporting the common wall constructed on the boundary between the Units is hereby declared to be party footings, foundations, and supports, shall be deemed an encroachment on any Unit or adjacent or adjoining property.

6. Repairs or Rebuilding of Footings. In the event that it should be necessary to repair or rebuild the footings, foundations, and supports, or any portion thereof, from any cause other than the negligence of either of the Owners of adjoining or adjacent Units or property, then each of the Owners shall, at their joint and equal expense, repair or rebuild the footings, foundations, and supports, and each Owner shall have the right to full use of the footings, foundations, and other supports so repaired or rebuilt.

7. Default by a Unit Owner. If any of the Owners of shall neglect or refuse to pay his or her share or all of such costs in the case of negligence, the other Owner shall be entitled to contribution and payment from the defaulting Owner for the defaulting Owner's share of the repair and reconstruction costs. The footings, foundations, and supports, when being rebuilt or restored shall be rebuilt or repaired where they are now situated, and shall be of like quality and done in a workmanlike manner consistent with the present footings, foundations, and other supports, and in such a manner as it may conform with the then-current accepted construction and engineering practices,

8. Destruction of a Unit. In the event that any of the Units situated on any adjoining lands are partially or totally destroyed by any cause whatsoever, then the Owner of said Unit will not do anything which will or will be likely to adversely affect or be detrimental in any way to the support and use of the water connection to the surviving Unit. The Owner of the surviving Unit is entitled to the party wall, footings, foundations and other supports for the surviving Unit.

## ARTICLE VIII.

### GENERAL PROVISIONS

1. Enforcement. The Developer, Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, and seek specific performance, declaratory relief, or to recover damage for such violation, along with attorney's fees and court costs.

2. Right to Enforce. Failure to enforce any of the covenants, conditions, restrictions, easements, liens and charges now or hereafter imposed pursuant to the

covenants or restrictions should not be deemed a waiver of the right to do so thereafter, nor shall it be construed as an act of acquiescence or approval on the part of the Owners.


3. Duration. The covenants, restrictions and conditions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, devisees, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded. After that time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners has been recorded, agreeing to modify said covenants and restrictions in whole or in part.

4. Severability. The invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and affect.

5. Amendments. This Declaration of Covenants, Conditions and Restrictions may be amended by Developer until it divests itself of the responsibility for architectural control. It shall be conclusively presumed that the Developer has not divested itself of responsibility for architectural control unless there is a sworn affidavit of record so stating. After that time, this Declaration may be amended by an instrument signed by the owners of not less than seventy-five (75%) percent of the lots. Any instrument amending, modifying or canceling this Declaration must be properly filed and recorded before it shall be effective.

IN WITNESS of its terms and conditions, the undersigned, being the Owner and Developer, have caused this Declaration to be executed the day and year first above written.


Jordahl Custom Homes, Inc.

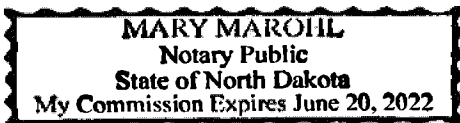
By   
Richard R. Jordahl, President

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

The foregoing instrument was acknowledged before me June 29, 2020 by Richard R. Jordahl, the President of Jordahl Custom Homes, Inc., a North Dakota corporation, on behalf of the corporation.

(SEAL)

  
Notary Public



PAGE: 1 of 14      REST      1634719  
James R Bullis PC      6/4/2021 10:51 AM  
Recorded Electronically      \$65.00

RECORDER'S OFFICE, CASS COUNTY, ND      6/4/2021 10:51 AM  
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.  
DEBORAH A. MOELLER, COUNTY RECORDER

by Teresa A. Kirby, Dep. **1634719**  
Recorded Electronically



(reserved for recording data)

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**GOLDEN VALLEY FIFTH ADDITION  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS, EASEMENTS, LIENS AND CHARGES**

THIS DECLARATION, is made June 4, 2021, by 76<sup>TH</sup> Street Holdings, LLC, hereinafter referred to as "Developer", who desires to provide for the preservation of the values and amenities of the property described in Article II of this Declaration, hereinafter called the "Property". To this end the Property is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges set forth in this Declaration, each and all of which is and are for the benefit of the Property and each Owner. These covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the properties herein described or any part thereof, and shall inure to the benefit of each Owner thereof.

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

ARTICLE I.

DEFINITIONS

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

1. "Association" shall mean The Golden Valley Fifth Homeowners Association, its successors and assigns.

2. "Board" shall mean the Board of Directors of the Association.

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

4. "Developer" shall mean and refer to 76<sup>th</sup> Street Holdings, LLC, its agents, successors and assigns, if any successors or assigns shall acquire a majority of the undeveloped Lots for the purpose of development.

5. "Family" shall mean one or more persons living in a residential building as a single housekeeping unit and shall exclude a group or groups of persons where three (3) or more persons thereof are not related by blood, adoption, or marriage.

6. "Lot" shall mean and refer to any parcel of land shown upon any recorded Plat of the Property designated for residential use. If a Lot as shown on the Plat or a portion thereof, is added to an adjacent Lot, then the same shall be considered as one Lot for purposes of this Declaration.

7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

8. "Plat" shall mean the plat of Golden Valley Fifth Addition to the City of Fargo.

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

10. "Review Committee" shall mean The Golden Valley Fifth Architectural Review Committee established pursuant to Article III.

## ARTICLE II.

### PROPERTY SUBJECT TO THIS DECLARATION

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

**Lots 1-8, Block 1; and Lots 1-9, Block 2 Golden Valley Fifth Addition to the City of Fargo, Cass County, North Dakota.**

all of which real property shall hereinafter be called the "Property".

ARTICLE III.

ARCHITECTURAL CONTROL

1. The Golden Valley Fifth Architectural Review Committee. There is hereby established The Golden Valley Fifth Architectural Review Committee ("Review Committee") for the Property which shall be comprised of the Developer, until the earlier of the date that residences have been constructed and completed on all Lots, or until such time that the Developer decides to divest itself of responsibility for architectural control. When such control is relinquished, the responsibility shall be vested in a committee comprised of three Owners, who shall be appointed by the Board. The appointed committee shall, at that time, adopt a meeting schedule and rules of operation. It shall be conclusively presumed that there has been no complete construction upon all properties or that the Developer has not divested itself of responsibility for Architectural Control unless there is a sworn affidavit of record stating that one or the other of said factual circumstances exists. Whenever there is a reference in these documents to "Review Committee," such reference shall include either the Developer or the appointed committee.

2. Procedure for Submission of Plans and Specifications. Plans (for which receipt must be acknowledged in writing) will be submitted to the Review Committee at [teresa@bullislaw.com](mailto:teresa@bullislaw.com), or to EagleRidge Development, LLC, at 3280 Veterans Blvd, Suite 300, Fargo, ND 58104. Approval or disapproval of those plans will be made in writing within ten (10) days after the receipt of those plans. Approval shall not be arbitrarily withheld or delayed, it being the intention of the Review Committee to grant or withhold approval for the purpose of establishing a high-quality residential community of homes that are (i) similar in size, style and workmanship, (ii) free from objectionable or value-destroying features and, (iii) in conformity with the governing zoning codes, building codes and other applicable regulations then in force.

3. Architectural Control. No building, fence, wall, landscaping feature, pool, play structure, driveway, sidewalk or any other structure shall be commenced, constructed, erected or maintained on the Lots, nor shall any exterior addition, change or alteration be made to any structure on a Lot until the plans for same have been submitted to and approved in writing by the Review Committee or its appointed agent from time to time.

A. Plans submitted for approval shall include the following:

- i. One complete set of house plans and one site plan.
- ii. The site plan should indicate the basement outline with projections shown as a dotted line. The garage "footprint" and exterior steps or decks should be indicated. The main floor proposed grade, and the basement floor grade should be clearly shown. The site plan should

clearly indicate the finished landscape grade at each corner of the building as well as those adjacent to any unusual indentations within an elevation. The site plan should indicate sidewalk, walkway, and driveway locations and sizes.

B. The top of the foundation or lowest opening of all residential structures within the Development shall be not less than 2 ½ feet above the top of the curb directly in front of the structure or any lesser elevation established by the City of Fargo.

C. Accessory structures such as pools, pool houses, gazebos, utility buildings, storage buildings, additional garages, decks and play structures should be indicated on the site plan.

D. Any and all solar heating devices or satellite dishes, TV and radio antennae must be approved by Review Committee or its architect.

E. Each Lot will be restricted to construction of one single family detached residence with at least a two or three car attached garage. No lean-to, car-port, vehicle storage building detached from the residence will be permitted, without the written approval of the Review Committee.

F. The following exterior minimum square footage requirements apply. Square foot calculations will not include basements, open porches and decks or garages.

With regard to Lots 6-9 in Block 2:

- i. 1350 square feet for a standard one story (rambler).
- ii. 1800 square feet for a standard two story.
- iii. 1800 square feet for a bi-level, 3 level split, or one and one-half story. Note: The minimum ground floor "footprint" must not be less than 600 square feet, excluding the garage.

With regard to the remaining Lots:

- iv. 1500 square feet for a standard one story (rambler).
- v. 2000 square feet for a standard two story.
- vi. 1800 square feet for a 3-level split, or one and one-half story. Note: The minimum ground floor "footprint" must not be less than 800 square feet, excluding the garage.

G. A reduction of the square footage with respect to any of the Lots may be granted by the Review Committee. Any reduction shall be evidenced by a written certificate of variance issued by the Review Committee.

H. All residences shall have a minimum two-car garage.

I. No residence shall exceed two stories in height when viewed from the street.

J. All residences must have 10% hard surface coverage on the front of the structure which would include but not be limited to brick, stone, Dryvit or similar hard surface materials.

K. Any accessory structure built on a Lot shall be subject to the same side yard setback requirements as the primary structure, utilizing the same exterior materials used on the house. The maximum size of any accessory structure shall be 250 square feet.

4. Construction Time and Requirements. Construction of all primary structures shall be substantially completed within (6) months after issuance of any building permit for the structure. Sodding, seeding and landscaping shall be completed as soon as weather permits following substantial completion of the primary structure, but in any event, within twelve (12) months of issuance of the building permit. No outside storage of building materials shall be permitted on any lot after the six (6) month construction period.

5. New Construction: All improvements constructed on Lots shall be new construction and no buildings or other structures shall be moved from other locations onto any Lot. Construction of improvements on any Lot must commence within twenty-four (24) month of conveyance of the Lot by Developer. In the event construction of improvements does not commence within this time frame, the Developer will have the option to purchase the lot back from the Owner upon payment to the Owner of ninety (90%) percent of the price originally paid to Developer for the Lot.

6. Subdivision Fences. The Association shall be responsible for the continuous care and any maintenance of any subdivision fences required by the subdivision improvement agreement with the City of Fargo. All other fencing shall require approval by the Architectural Review Committee prior to installation.

#### ARTICLE IV.

#### RESTRICTIONS

The Property shall be subject to the following restrictions:

1. Land Use and Building Type. All Lots zoned residential shall be used for single family purposes only. No improvements or structures whatsoever, other than Developer or Review Committee approved dwellings, outbuildings, pools, garages and fences (subject to limitations hereinafter set forth) may be erected, placed or maintained on any Lot on the Property.

2. Building Location. No building shall be erected on any Lot unless side Lot clearances and front line set backs are in compliance with the City of Fargo zoning

ordinances for residential zoning districts unless variances are approved by Review Committee and the City of Fargo, however, in no event shall any building or structure be erected within 20 feet of the front or back Lot line. Eaves and steps shall also be constructed in such a way so as to comply with such zoning ordinances and restrictions, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

3. Lot Drainage Control. All Lots shall be graded to the finished design grades as approved by the City of Fargo. Positive drainage is required and made to divert water away from the residence and to prevent standing water and soil saturation which may be detrimental to structures and enjoyment or use of the property.

4. Fencing. All fencing provided by the builder or owner, or anyone other than the Review Committee shall require the approval of the Review Committee prior to installation. All fencing must be made of maintenance free material, no chain link or wood fencing will be permitted. No fence shall be constructed to extend beyond the front of the primary structure facing the front of the lot (that side of the lot facing a street) except on corner lots as approved by the Developer. No such fence shall exceed six feet in height. Side and rear lot fencing for all "pond" lots must be of "opaque" design and constructed so as to not block the view corridors to the "pond" from adjacent lots. Aluminum ornamental style fencing is suggested. Any Development fencing located within the fencing easement on a lot shall be maintained by the Developer. However, the cost of maintenance and repair of the Development fencing will be the responsibility of the lot owner.

5. Landscaping. The front and side Lots of each property shall be sodded or seeded prior to the end of the first summer construction season that the home is completed. If a property is completed in the winter, it shall be sodded or seeded prior to the end of the following summer. If a property is completed in the same year, the rear Lot shall be seeded or sodded within one year of occupancy of the completed residence.

6. Boulevard Trees and Sidewalks. Within twelve (12) months of occupancy, all lots in the Development shall have trees on the boulevards according to the requirements of the City of Fargo zoning ordinances as existing on the date hereof and all such lots shall have not less than one (1) tree in the front of the lot as well as sidewalks where required by the City of Fargo.

7. Diseases and Insects. No Owner shall permit any condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

8. Antennas. To the extent permitted by applicable law, the installation of antennas, satellite dishes or other devices for the transmission or reception of television or radio signals or any other form or electromagnetic radiation shall be subject to the prior written approval of the Review Committee. Therefore, no antenna, satellite or microwave dish or other device for transmission or reception of television or radio signals shall be constructed, installed, erected, used or maintained on any Lot without the prior written approval of the Review Committee unless applicable law prohibits the Review Committee



from requiring such approval. Any such antennas must be still installed in accordance with the guidelines set forth by the Review Committee.

9. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot except in covered containers of a type, size and style which are approved by the Review Committee. In no event shall such containers be maintained so as to be Visible from neighboring Property except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage shall be removed from Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot. All garbage or trash shall be collected by a garbage or trash collection service as designated by the Developer or the Review Committee.

10. Rooftop HVAC Equipment Prohibited. No heating, ventilating, air conditioning or evaporative cooling units or equipment related thereto may be mounted, installed or maintained on the roof of any Residential Unit, garage, Hangar or other building so as to be Visible from Neighboring Property.

11. Basketball Goals and Backboards. No basketball goal or backboard shall be attached to a Residential Unit or other building. Basketball goals and backboards attached to a freestanding pole are permitted on a Lot and may be installed and maintained at the expense of the lot owner.

12. Animals. Other than household pets kept for non-commercial uses, no animals, livestock, poultry or insects of any kind shall be raised, bred or maintained on any of the Lots, Pets will be restricted to owners Lot, must not be a nuisance and will not be allowed to stray to adjacent property.

13. Mailboxes. No non-conforming mailboxes shall be allowed on any Lot. Location of mailboxes will be consistent with the overall development plan and subject to approval by the Review Committee. No delivery boxes other than mailboxes for U.S. Mail will be permitted without the specific approval of the Review Committee. Snow removal and maintenance of the mailboxes shall be the responsibility of the homeowners.

14. Clotheslines. Clotheslines are not permitted.

15. Vehicle Parking Storage. No commercial vehicles, boats, motor homes, travel trailers, or construction equipment shall be permitted on any Lot in the subdivision. Motor homes, travel trailers and like vehicles shall be temporarily permitted on the Lots for the purpose of loading and unloading such vehicles or for temporary visits by visitors to the Lots. Motor homes, travel trailers and like vehicles may be stored on the Lots only if they are stored behind the front house line and are adequately screened from public view with prior approval of Review Committee. All motor vehicles kept on or about a property shall be currently licensed and shall be maintained in an operable condition at all times, temporary mechanical difficulties and breakdowns excepted.

16. Signs. No billboards or advertising signs of any kind or character shall be erected, placed, permitted or maintained on any Lot except as herein expressly permitted. A name and address sign used solely for the purpose of identification of the dwelling house occupants may be placed on the property by its occupants provided the sign is no more than two feet square maximum and the design of the sign is approved by the Review Committee prior to installation. The provisions of the paragraph may be waived by the Review Committee only when in its discretion the same is necessary to promote the sale of the property in the area of promotion of the premises. The Review Committee may erect, place and maintain such sign structure or structures as it deems necessary for the operation or identification of the subdivision.

17. Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Such restrictions shall include, but not be limited to using the Lot as a dumping ground for rubbish, garbage, trash, or other waste materials, the placing thereon of unsightly piles of dirt, lumber or other material except during construction, and then only during the course of construction. Such restrictions shall also include allowing noxious weeds to occur on the Lot either during or after the period of construction of the home.

18. Dirt Removal. No topsoil or excavation material may be removed from the Development property. When there occurs an excess of soil or excavation material as a result of basement excavation or Lot grading, permission to remove that material must be obtained from the Developer or Review Committee. Otherwise, the Review Committee will direct as to where the excess excavation, or soil, if any, is to be disposed of.

19. Appearance During Construction. All Lots are to be kept clean during construction. All garbage is to be stored out of sight. No garbage/trash burning will be permitted. All Lots shall comply with the storm water management practices in use in the City of Fargo during the time of construction.

20. Propane Tanks. No combustible liquid or gas tanks, exposed to view from the public street, shall be allowed on the Lots.

21. Temporary Residence. No trailer, basement, tent shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, nor shall any residence of a temporary character be permitted.

22. Easements. The easements for the installation and maintenance of utility and drainage facilities are shown on the registered plat of the development. Within the area of the easements no structures, plantings, fencing or other materials shall be placed, erected, or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change or alter the direction of flow of drainage channels or swales in the easements or which obstruct or retard the flow of water through drainage channels or swales in the easements. The easement areas of each Lot and all improvements on it shall be maintained continuously by the Owner except for the improvements for which the public authority or utility company is responsible. All

claims for damages, if any, arising out of the construction, maintenance and repair of the utility or drainage facility or on account of temporary or other inconvenience caused thereby against the Developer, the utility or the public authority or any of its agents or servants are waived by the Owners.

23. Power and Telephone Lines. Overhead lines shall be prohibited except during emergencies and repairs.

24. Mining. No derrick or other structure designed for use in exploring for oil or natural gas shall be erected, placed, or permitted upon any part of the Lots nor shall any oil, natural gas, petroleum, asphalt, or hydrocarbon products or minerals of any kind be produced or extracted anywhere in the Lots. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted on any Lot or any part of the properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on part of the Lots.

25. Basements. No basement shall be constructed for temporary residential purposes and no basement structure shall be used for residential purposes unless and until the entire primary structure has been erected and complies with the building code of the City of Fargo, nor shall any trailer, tent, shack, garage, barn or other outbuilding erected on any lot at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

26. Mortgages. The breach of any of the foregoing covenants, conditions, reservations or restrictions shall not defeat or render invalid any lien, mortgage or deed of trust made in good faith for value as to any Lot or Lots or portion of Lots in the Development; but this Declaration shall be binding upon, and effective against any mortgagee, trustee or owner, whose title or whose grantor's title is or was acquired by foreclosure, trustee sale or otherwise.

27. Leasing (Short Term Rentals). No Lot or residential Structure located upon a Lot (for purposes of this paragraph a "Unit") shall be rented for transient or hotel purposes or, in any event, for an initial period of less than six (6) months. No portion less than all of any Unit shall be leased for any period. No Owner shall lease a Unit other than on a written form of lease requiring the lessee to comply with this Declaration and all other governing documents of the Association. The written form of lease shall further provide that failure to comply constitutes default under the lease. The Board may provide a suggested standard lease form for use by Owners. Each Owner of a Unit shall, promptly following the execution of any lease of a Unit, forward a confirmed copy thereof to the Board. The foregoing provisions of this paragraph, except the restriction against use for hotel or transient purposes, shall not apply to the Developer, or to a Mortgagee in possession of a Unit as a result of foreclosure, proceeding in lieu of foreclosure, or other judicial sale.

ARTICLE V.

THE GOLDEN VALLEY FIFTH ADDITION HOMEOWNERS ASSOCIATION

1. Membership in Association. Upon the completion of all residences in the Property, or in the sole discretion of Developer, governing control of these covenants and restrictions shall be transferred to the Association. Immediately upon transfer, the Association shall elect a board of 5 Lot Owners who shall constitute the governing board of the Association and oversee enforcement of these covenants. Every Owner of any Lot which is subject by covenants of record to assessment by the Association shall be a mandatory member of the Association. There shall be one vote per Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. All members of The Golden Valley Fifth Addition Homeowners Association shall be governed and controlled by the Articles of Incorporation and by the Bylaws thereof.

2. Creation of a Lien and Personal Obligation and Assessments. The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not so expressed in such deed, is deemed to covenant and agree to pay the Association annual general assessments or charges, and special assessments for capital improvements. All assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment shall also be the personal obligation of the Owner of such property at the time when the assessment fell due.

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

4. General Assessment. The general assessment levied by the Association shall be used exclusively to promote the improvement, maintenance and operation of the roads, signage, mailboxes, common areas, parks, perimeter landscape and entrance to Golden Valley Fifth Addition. Each Lot, whether improved or unimproved, shall be assessed at a uniform rate with the assessment commencing on a date and for an amount determined necessary by the Association.

5. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable for that year and for not more than the next four succeeding years for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements located within the development including the roads, paving of roads, common areas, parks, entrance

and the landscaped area or area of the entrance, street lighting, banners, or other decorations to enhance the aesthetic value of the subdivision, sidewalks, or any other improvement, including fixtures and personal property related thereto, providing that any such assessment shall require the approval of a two-thirds (2/3) majority of the owners who are voting in person or by proxy at a special meeting duly called for that purpose. So long as the Developer owns any Lot any special assessment must also be approved in writing by the Developer. Any special assessment shall be levied in equal amount for each Lot.

6. Surplus Funds. The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

7. Enforcement of Lien and Covenants:

A. All delinquent assessments, together with interest thereon (at an interest rate equal to that rate charged by Cass County for delinquent taxes), and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon, attorney's fees and costs of collection thereof, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

B. If the Association elects to claim a lien for non-payment of assessments, it shall at any time within thirty (30) days after the occurrence of default make a demand for payment to the defaulting owner. Said demand shall state the date and amount of delinquency. If such delinquency is not paid within ten (10) days after delivery of such notice, the Association may elect to file a claim of lien against the Lot of such delinquent owner. Such claim of lien shall state:

- i. The name of the delinquent owner.
- ii. The legal description of the Lot against which the claim of lien is made.
- iii. The amount claimed to be due and owing.
- iv. That the claim of lien is made by the Association pursuant to the terms of this Declaration.
- v. That the lien claimed against the Lot is in an amount equal to the amount of the stated delinquency.

- vi. Due demand has been made upon the defaulting or the delinquent owner pursuant to this Declaration and that said amount was not paid within the ten (10) days after such demand.

Upon recordation of a duly executed and acknowledged original of such claim of lien by the Cass County Recorder, the lien claimed therein shall immediately attach to the real property and become effective subject to the limitations hereinafter set forth. Each default shall constitute a separate basis for a claim of lien or a lien but a number of defaults may be included within a single claim of lien. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of real estate mortgages pursuant to the statutes of the State of North Dakota.

The lien of the assessments provided for above shall be subordinate to the lien of any first mortgage, first purchase money security deed, or security deed representing a first lien on said property and including the improvement note and mortgage of the Developer. Sale or transfer of any Lot pursuant to foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall release such Lots from liability for any assessments thereafter becoming due or form the lien thereof.

C. In addition to lien rights, the Developer or Association, as the case may be, shall have the authority to levy fines upon any homeowner who remains in default of these covenants after written notice of default. The amount of such fines shall be adjusted on a periodic basis by the Developer or Association, but the minimum amount per violation shall be set at \$50.00. Any fine not paid shall be a charge on the land and a continuing lien on the Lot, together with attorney's fees and the cost of recording the lien.

## ARTICLE VI.

### MAINTENANCE

1. Areas of Association Responsibility. The Association, or its duly delegated representative, shall be responsible for the management and maintenance of the signage, mail boxes, common area, perimeter landscape and entrance to Golden Valley Addition, and all improvements located thereon, except for any part thereof which any governmental entity is maintaining or is obligated to maintain. The Board shall be the sole judge as to the appropriate maintenance of all common areas. No Owner, resident or other person shall construct or install any improvements on the common areas or alter, modify or remove any Improvements situated on the common areas without the approval of the Board. No Owner, resident or other person shall obstruct or interfere with the Association in performance of the Association's management or maintenance of the common areas, and the improvements located thereon.

2. Lots. Each Owner of a Lot shall be responsible for the maintenance of his Lot, and all buildings, Residential units, landscaping or other Improvements situated thereon. All buildings, Residential units, landscaping and other improvements shall at all times be

kept in good condition and repair. All grass, hedges, shrubs, vines, trees and plants of any type on a Lot shall be irrigated, mowed, trimmed and cut at regular intervals so as to be maintained in a neat and attractive manner. Trees, shrubs, vines, plants and grass which die shall be promptly removed and replaced with living foliage of like kind, unless different foliage is approved in writing by the Review Committee. No yard equipment, wood piles or storage areas may be maintained so as to be visible from neighboring property or streets. All Lots upon which no Residential Units, buildings or other structures, landscaping or improvements have been constructed shall be maintained in a weed free and attractive manner.

3. Assessment of Certain Costs of Maintenance and Repair. In the event that the need for maintenance of and common areas is caused through the willful or negligent act of any Owner, his family, tenants, guests, or invitees, the cost of such maintenance shall be paid by such Owner to the Association upon demand and payment of such amounts shall be secured by the Assessment Lien.

4. Improper Maintenance and Use of Lots. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being used in a manner which violates this Declaration, or in the event the Owner of any Lot is failing to perform any of its obligations under the Association Documents, the Board may make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said fourteen day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be paid by such Owner to the Association upon demand and payment of such amounts shall be secured by the Assessment Lien.

## ARTICLE VII.

### GENERAL PROVISIONS

1. Enforcement. The Developer, Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, and seek specific performance, declaratory relief, or to recover damage for such violation, along with attorney's fees and court costs.

2. Right to Enforce. Failure to enforce any of the covenants, conditions, restrictions, easements, liens and charges now or hereafter imposed pursuant to the covenants or restrictions should not be deemed a waiver of the right to do so thereafter, nor shall it be construed as an act of acquiescence or approval on the part of the Owners.

3. Duration. The covenants, restrictions and conditions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, devisees, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded. After that time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners has been recorded, agreeing to modify said covenants and restrictions in whole or in part.

4. Severability. The invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and affect.

5. Amendments. This Declaration of Covenants, Conditions and Restrictions may be amended by Developer until it divests itself of the responsibility for architectural control. It shall be conclusively presumed that the Developer has not divested itself of responsibility for architectural control unless there is a sworn affidavit of record so stating. After that time, this Declaration may be amended by an instrument signed by the owners of not less than seventy-five (75%) percent of the lots. Any instrument amending, modifying or canceling this Declaration must be properly filed and recorded before it shall be effective.

IN WITNESS of its terms and conditions, the undersigned, being the Owner and Developer, have caused this Declaration to be executed the day and year first above written.

76<sup>th</sup> Street Holdings, LLC.

By   
James R. Bullis, President

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

The foregoing instrument was acknowledged before me June 4, 2021 by James R. Bullis, the Secretary of 76<sup>th</sup> Street Holdings, LLC, a North Dakota limited liability company, on behalf of the limited liability company.

(SEAL)

  
Notary Public

