

Madelyn's Meadow Covenants

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(reserved for recording data)

**THE MADELYN'S MEADOWS FIRST ADDITION
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, EASEMENTS, LIENS AND CHARGES**

THIS DECLARATION, is made June 26, 2019, by Sitka Investments, LLC. hereinafter referred to as "Developer", who desires to provide for the preservation of the values and amenities of the property described in Article II of this Declaration, hereinafter called the "Property". To this end the Property is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges set forth in this Declaration, each and all of which is and are for the benefit of the Property and each Owner. 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 Madelyn's Meadows 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 Sitka Investments, 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. "Property" shall mean that real property described more specifically in Article II of this Declaration.

9. "Review Committee" shall mean The Madelyn's Meadows 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 1-16, Block 1; Lots 1-16, Block 2 and Lots 1-8, Block 3,
Madelyn's Meadows First 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 Madelyn's Meadows Architectural Review Committee. There is hereby established The Madelyn's Meadows 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, 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 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. 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.

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.

L.

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 MADELYN'S MEADOWS 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 Madelyn's Meadows 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 Madelyn's Meadows. 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 roads, signage, mail boxes, common area, parks, perimeter landscape and entrance to Madelyn's Meadows, 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, any Owner, City or First Mortgagee, 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.

PAGE: 1 of 14 REST 1591280
James R Bullis PC 5/21/2020 10:13 AM
Recorded Electronically \$65.00

RECORDER'S OFFICE, CASS COUNTY, ND 5/21/2020 10:13 AM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
DEBORAH A. MOELLER, COUNTY RECORDER

by Teresa A. Kirby, Dep. **1591280**
Recorded Electronically



(reserved for recording data)

**THE MADELYN'S MEADOWS SECOND ADDITION
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, EASEMENTS, LIENS AND CHARGES**

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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 1-17, Block 1; Lots 1-20, Block 2; Lots 1-16, Block 3; Lots 1-16, Block 4; and Lots 1-8, Block 5, Madelyn's Meadows Second 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 Madelyn's Meadows Architectural Review Committee. There is hereby established The Madelyn's Meadows 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, 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 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. 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.

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 MADELYN'S MEADOWS 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 Madelyn's Meadows 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 Madelyn's Meadows. 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 Madelyn's Meadows, 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.

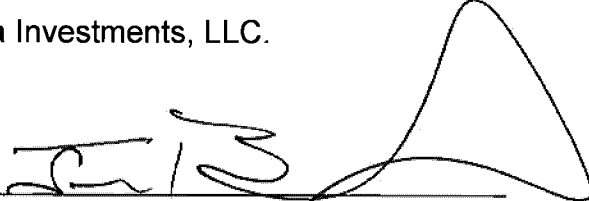
4. Severability. The invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and affect.

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.

Sitka Investments, LLC.

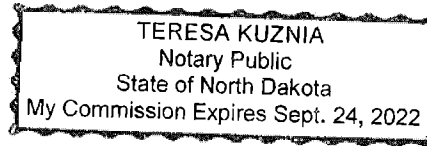
By 
James R. Bullis, Secretary

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

The foregoing instrument was acknowledged before me May 20, 2020 by James R. Bullis, the Secretary of Sitka Investments, LLC, a North Dakota limited liability company, on behalf of the limited liability company.

(SEAL)


Notary Public



PAGE: 1 of 14 REST 1634720
James R Bullis PC 6/4/2021 10:53 AM
Recorded Electronically \$65.00

RECORDER'S OFFICE, CASS COUNTY, ND 6/4/2021 10:53 AM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
DEBORAH A. MOELLER, COUNTY RECORDER

by Teresa A. Kirby, Dep. **1634720**
Recorded Electronically



(reserved for recording data)

**THE MADELYN'S MEADOWS FOURTH ADDITION
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, EASEMENTS, LIENS AND CHARGES**

THIS DECLARATION, is made June 4, 2021, by Sitka Investments, LLC. hereinafter referred to as "Developer", who desires to provide for the preservation of the values and amenities of the property described in Article II of this Declaration, hereinafter called the "Property". To this end the Property is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges set forth in this Declaration, each and all of which is and are for the benefit of the Property and each Owner. 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 Madelyn's Meadows 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 Sitka Investments, 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 Madelyn's Meadows Fourth 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 Madelyn's Meadows 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 1-22, Block 1; Lots 1-16, Block 2; Lots 1-16, Block 3; Lots 1-34, Block 4; Lots 1-14, Block 5; Lots 1-6 and 8-14, Block 6 Madelyn's

Meadows 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 Madelyn's Meadows Architectural Review Committee. There is hereby established The Madelyn's Meadows 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, 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 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. 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.

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 MADELYN'S MEADOWS 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 Madelyn's Meadows 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 Madelyn's Meadows. 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 Madelyn's Meadows, 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.

Sitka Investments, LLC.

By [Signature]
James R. Bullis, Secretary

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 Sitka Investments, LLC, a North Dakota limited liability company, on behalf of the limited liability company.

(SEAL)

[Signature]
Notary Public

