



**THE MEADOWS AT HAWKTREE
DECLARATION OF RESTRICTIONS ON REAL ESTATE**

THIS DECLARATION, ["DECLARATION"] made on the date hereinafter set forth by **GERRY RUDNICK, LLC**, a North Dakota limited liability company, its successors or assigns, hereinafter referred to as "DEVELOPER" and Michael Towle and Shelly Towle, husband and wife, as the owners of Lot 13, Block 1, The Meadows at Hawktree, and Loren Balkowitsch and Lisa Balkowitsch, husband and wife, as the owners of Lot 5, Block 1, The Meadows at Hawktree, who together with Developer constitute the owners of all tracts located in The Meadows at Hawktree as of the date of execution of this DECLARATION. The owners of Lots 5 and 18, Block 1, The Meadows at Hawktree, execute this DECLARATION for the limited purpose of binding Lots 5 and 18, Block 1, The Meadows at Hawktree to the terms, restrictions, and covenants contained in this DECLARATION.

WHEREAS, DEVELOPER, together with Michael Towle and Shelly Towle, and Loren Balkowitsch and Lisa Balkowitsch are the owners of certain real property located in Burleigh County, North Dakota, which is more particularly described on Exhibit "A" which is attached hereto, and which is hereinafter referred to as the "PROPERTY"; and

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

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

WHEREAS, DEVELOPER has incorporated under the laws of the State of North Dakota, a nonprofit corporation, known as The Meadows Homeowners' Association for the purposes of exercising the functions set forth in this DECLARATION.

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

**ARTICLE I.
DEFINITIONS**

Section 1.

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

- a. **“Association”** shall mean and refer to THE MEADOWS HOMEOWNERS’ ASSOCIATION.
- b. **“Property”** shall mean and refer to the real property which is more particularly described on Exhibit “A” which is attached hereto and made part hereof, together with any additions which may occur thereto, as are subject to this Declaration, or subject to any Supplemental Declaration under the provisions of Article II hereof.
- c. **“Common Areas and Improvements”** shall mean all Property owned and controlled by the Association for the common use and enjoyment of the Owners. The common areas which are intended to exist and be subject to the provisions of this Declaration are described as follows:
 - i. Any common use driveways, private rights of way, and/or walking paths located off the public streets located in The Meadows.
 - ii. Open areas and playgrounds, if any.
 - iii. The community swimming pool and common clubhouse to be located upon Lot 29, Block 1, The Meadows at Hawktree.
 - iv. Lot 29, Block 1, The Meadows at Hawktree.
 - v. Common Sewer Main available through agreements between the Association and with The Ridge at Hawktree Twin Homes Owners Association, The Ridge at Hawktree Homeowners Association and other third parties. Common Areas and Improvements shall not include the individual sewer lines or individual connections to the Common Sewer Main which supply or service individual Lots within the Property. Any and all costs allocated under the agreements referred to above to the Property shall be allocated equally to all Lots (excluding Lot 29, Block 1) as a special assessment.
 - vi. All areas presently or in the future designated as a Common Area.
 - vii. Any other area so designated and accepted from time to time by the Association.
- d. **“Lot or Lots”** shall mean and refer to any lot located within the PROPERTY to be known as The Meadows which is intended for use as a site for a single family or residential living unit, with such lots as described in The Meadows Subdivision. Lot 29, Block 1, The Meadows at Hawktree shall at all times be

dedicated as a common area Lot which shall be owned by the Association at the time such common area Lot will be improved by DEVELOPER.

- e. **“Owner”** shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to a Lot in The Meadows, but notwithstanding any applicable provision of any mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to a foreclosure or deed in lieu of a foreclosure.
- f. **“Member”** shall mean and refer to all those Owners who are members of the Association as provided for in Article V, Section 1, hereof.
- g. **“Developer”** shall mean Gerry Rudnick, LLC, or
 - i. Any person or entity who succeeds to the title of Developer to all or a portion of the PROPERTY by sale or assignment of all of the interest of the Developer in the PROPERTY, if the instrument of sale or assignment expressly so provides, or
 - ii. Any person or entity to which the power to enforce the provisions of this DECLARATION has been assigned, as permitted by this DECLARATION. Any such person or entity shall be entitled to exercise all rights and powers conferred upon DEVELOPER by the DECLARATION, Articles of Incorporation of the Association, or Bylaws of the Association.
- h. **“Declaration”** shall mean and refer to this Declaration of Restrictions on Real Estate for The Meadows, applicable to the PROPERTY as recorded in the office of the County Recorder for Burleigh County, North Dakota and as subsequently amended and modified.
- i. **“County”** shall mean Burleigh County, a political subdivision of the State of North Dakota.
- j. **“Guidelines”** shall mean the Architectural Guidelines promulgated and amended from time to time by the Association.

**ARTICLE II.
PROPERTY SUBJECT TO DECLARATION**

The PROPERTY is and shall be held, transferred, sold, conveyed and occupied subject to this DECLARATION and is located in Burleigh County, North Dakota, and is more particularly described on Exhibit “A “ which attached to and made a part hereof.

The PROPERTY shall further be held, transferred, sold, conveyed, and occupied subject to i) the Revised Declaration and the Declaration of Covenants, Conditions, and Restrictions for The Ridge at Hawktree recorded with the Burleigh County Recorder’s office as Document No.



733759 and Document No. 554557, respectively, and ii) The Ridge at Hawktree Twin Homes Declaration of Restrictive Covenants concerning the operation of the Common Sewer Main to which the PROPERTY is connected and the Lots within the PROPERTY shall use for the benefit of the Lots and Owners, dated July 23, 2003, and filed with the Burleigh County Recorder's office on July 25, 2003, as Document No. 602229.

The DEVELOPER shall have the unilateral right, privilege, and option, from time to time and at any time until January 31, 2018, to subject additional real property to provisions of this DECLARATION and the jurisdiction of the Association. Such annexation of additional real property shall be accomplished by filing with the Burleigh County Recorder's office an amendment to this DECLARATION annexing such additional property. Any subsequent Amendment shall not require the consent of voting Members in the Association. Any such annexation shall be effective upon filing for record of such subsequent Amendment unless otherwise provided for herein. DEVELOPER shall have the unilateral right to transfer to any other person or entity the right, privilege and option to annex additional property which is herein reserved to DEVELOPER, provided that such transferee or assignee shall be the developer of at least a portion of the PROPERTY and that such transfer is memorialized in a written document which is recorded with the Burleigh County Recorder's office and has been executed by the DEVELOPER.

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

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

**ARTICLE III.
ANNEXATION**

Section 1.

Annexation Without Approval of Association. Until January 31, 2018, DEVELOPER shall have the right, privilege and option, from time to time, at any time, to annex any additional parcel or parcels of real property to the provisions of this DECLARATION and the jurisdiction of the Association. Such annexation shall be accomplished by filing in the County Recorder's office for Burleigh County, North Dakota, an amendment to this DECLARATION annexing such property. Such Supplemental Declaration shall not require the consent of any person other than DEVELOPER. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. DEVELOPER shall have the unilateral right to transfer to any other person, the right, privilege, and option to annex additional property which herein is reserved to the DEVELOPER, provided that such transferee or assignees shall be a developer of at least a portion of the PROPERTY and such transfer is



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

Section 2.

Acquisition of Additional Common Area. DEVELOPER, until January 31, 2018, may convey to the Association additional real estate, improved or unimproved, upon which conveyance or dedication to the Association shall be accepted by the Association without further action. Such annexation shall be accomplished by filing in the Burleigh County Recorder's office, a Supplemental Declaration annexing such property executed solely by DEVELOPER. Such Supplemental Declaration shall not require the consent of any person other than DEVELOPER.

Section 3.

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

**ARTICLE IV.
PROPERTY RIGHTS**

Section 1.

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

- a. The right of the Association to suspend the voting rights for any period during which any assessment against a Lot remains unpaid for a period not to exceed sixty (60) days for any rule breaking of the published rules and regulations of the Association or of any terms of this Declaration.
- b. The right of the Association to dedicate or transfer all or any common properties to any public agency, authority, or utility for such purposes and subject such conditions as may be agreed to by the Members of the Association. No such dedication or transfer shall be effective unless any instrument signed by two-thirds (b) of the Members of the Association agreeing to such dedication or transfer has been recorded.

Section 2.

Owner's Use of Lots. Use of Lots shall be limited to single family residential purposes as detailed and delineated on The Meadows Subdivision. No commercial purpose shall be a permitted use of any Lot in The Meadows, unless such commercial use is only an incidental commercial use and is permitted under the zoning regulations of the City of Bismarck and County of Burleigh. Lot 29, Block 1, The Meadows at Hawktree shall be developed by the DEVELOPER for purposes approved by the DEVELOPER including the use for a swimming

pool facility and common area building/clubhouse.

Section 3.

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

Section 4.

Limited Common Element for Common Driveways. In addition to the rights granted under this Article IV in Sections 1 and 2, each Owner of a Lot shall have a right of enjoyment and easement to and in the limited common elements in the form of a common driveway which serves two Lots with rights of ingress and egress to each Lot. The common driveways shall be inseparable appurtenances to each of the Lots serviced by the common driveways as depicted on the Plat of the PROPERTY. The common driveways are identified on the Plat of the PROPERTY for each specified Lots. The common driveways shall be used in connection with such Lots to the exclusion of other Owners of Lots, except by invitation. Under the provisions of this DECLARATION, the costs of maintaining, repairing, and replacing the common driveways shall be obligation of the two Lot Owners equally who benefit from the common driveways. The common driveways depicted on the Plat of the PROPERTY shall not be a part of the Common Areas and Improvements subject to a special assessment by the Association.

ARTICLE V. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1.

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

Section 2.

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

- a. Lot Class. Lot Class Members shall be all those Owners of the single family lots located within the PROPERTY. DEVELOPER owned Lots are excluded from the Lot Class. Lot Class Members of single family residential Lots shall be entitled to one (1) vote for each Lot which they own an interest required to obtain membership in the Association by the provisions of this DECLARATION. When more than one person holds such interest or interests in any Lot, all such persons

shall be Members, and the vote for such Lot shall be exercised as they, among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot which is owned by more than one person.

- b. Developer Class. The Developer Class shall consist solely of the DEVELOPER. The Developer Class Member shall be entitled to one (1) vote for each Lot owned by the DEVELOPER, plus three votes for each vote entitled to be cast at any time by the Lot Class Members. The Developer Class member shall cease and terminate no later than six (6) months after the DEVELOPER has transferred seventy-five percent (75%) of the Lots located in the PROPERTY to be known as The Meadows.

Section 3.

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

Section 4.

Duties of Association. The Association shall be responsible for the maintenance, operation, and repair of all common areas and improvements.

**ARTICLE VI.
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1.

Creation of the Lien and Personal Obligation of Assessments. Each Owner (other than DEVELOPER) of a Lot within the PROPERTY hereby covenants that by acceptance of a deed from the DEVELOPER for any Lot, whether or not it shall be so expressed in such deed or other conveyance shall be deemed to covenant and agree to pay the Association: a) annual assessments or charges; and b) special assessments for capital improvements, and/or costs of the common sewer main and all related waste water sewer treatment system; all such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on each Lot and shall be a continuing lien upon the real property against which each such assessment is made. Each such assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person, persons, or legal entity who was the Owner of such Lot or Lots at the time when the assessment becomes due and payable. Any such assessment, together with such interest thereon, and costs of collection shall run with the land and be binding upon any successor to any Owner and the personal obligation for delinquent assessments shall pass to an Owner's successor in title. The Association, in addition to the other remedies under this Article, shall have the right to record a Claim of Lien against a Lot for delinquent assessments, charges, special assessments and work performed by the Association, and the Claim of Lien shall be a

lien on the Lot and an obligation of the Owner and shall be enforced in accordance with this Article. Lot 29, Block 1, The Meadows at Hawktree shall not be subject to any assessment or special assessment, unless and until such Lot is no longer a common area improvement.

Section 2.

Purposes of Assessment. The assessments which may be levied by the Association shall be used exclusively for the purposes of the Association and promoting the health, safety, and welfare of the Owners and residents of the Lots included within The Meadows, including specifically, but not by way of limitation, participation in and support of the Association, administrative costs of the Association. The assessment for each Lot by the Association shall be based upon a fraction with the numerator being one (1) and the denominator being the number of Lots in existence, excluding Lot 29, Block 1, The Meadows at Hawktree which shall be a Common Area Lot to be owned by the Association. If any additional land is added to this DECLARATION, consequently bringing new lots into existence during any calendar year after the budget and assessments have been established for each Lot for that year, the assessment levied for the Lots and any subsequent phase shall be the same as the assessment for the lots previously in existence; provided, however, no assessment shall be levied against any Lot in a subsequent phase until the first day of the month following the conveyance of each Lot to a purchaser other than the DEVELOPER. At the time the budget is reestablished for the subsequent year, then all assessments will be readjusted based upon the subsequent budget approved by the Association. If at the end of the calendar year there is a surplus of funds remaining in the Association, the surplus of funds shall be allocated to the reserve fund of the Association.

Section 3.

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

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

No Owner may waive or otherwise exempt such Owner from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of the common areas or by abandonment of any Lot. The obligation to pay assessments is a separate

and independent covenant on the part of each Owner, such obligation to pay assessments shall run with the land. No diminution or abatement of assessment or set off shall be claimed or allowed by reason of any alleged failure of the Association or Board of Directors to take some action or to perform some function required to be taken or performed by the Association or by the Board of Directors under this DECLARATION or under the Bylaws for the Association, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 4.

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

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

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

Section 5.

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

Section 6.

Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by North Dakota law. The Association may bring an action at law against the Owner

personally obligated to pay the same or foreclose the lien against the Lot located upon the Lot. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas and Improvements in The Meadows or by abandonment of the Owner's Lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to collect reasonable attorneys' fees.

Section 7.

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

Section 8.

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

Section 9.

Lot and Exterior Maintenance. In the event an Owner of any Lot in The Meadows should fail to maintain the Owner's Lot in a manner satisfactory to the Board of Directors after approval of a two-thirds (b) vote of the Board of Directors and the giving of written notice specified below, the Association shall have the right, through its agents, independent contractors or employees to enter upon the said Lot and to repair, clean, mow, trim, maintain and restore the Lot and the exterior of the buildings, structures, or other improvements located thereon. The above right of entry shall include the right to remove unauthorized items from the Lot. Without limiting the generality of the foregoing provision, the duty to maintain the improvements on the Lot shall specifically include adequate painting or other maintenance of all exterior materials and surfaces. The Association, in its own discretion, shall determine what steps are necessary to repair, restore, or replace defective conditions.



Section 10.

Landscape Maintenance. Landscape Maintenance shall include the obligation to replace all dead or declining landscape, sod, trees, plantings, broken sprinkler lines, or similar items and to keep planted and sodded areas free from weeds, trash, debris, and the like. It is hereby declared that where grass or weeds exist on any Lot exceeding a height of six (6) inches as to an occupied Lot, or one (1) foot as to any vacant Lot, then said grass or weeds shall be prima facie considered unsatisfactory to the Board of Directors. The foregoing provisions shall not preclude the Board of Directors from determining that the grass or weeds of a lesser height are unsatisfactory or that other conditions are not satisfactory, but is included rather to serve as an encouragement for the Board to act quickly in extreme incidences.

The cost of any exterior maintenance falling under this provision shall be added to and become a part of the assessment to which such Lot is subject, which shall be due and payable thirty (30) days from the date the assessment is made.

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

**ARTICLE VII.
INSURANCE**

The Association shall maintain any and all insurance coverage as deemed necessary and appropriate from time to time.

**ARTICLE VIII.
RESTRICTIONS**

Section 1.

Living Units. Each Lot shall be utilized solely as a single-family residential living unit. Each Lot shall be sold solely and exclusively for residential purposes. Except as expressly provided herein, no structure shall be erected, altered, placed or permitted on any Lot, other than one single family residential living unit as so designated on The Meadows Subdivision. No other structure shall be erected or moved onto any Lot. Each Owner shall construct a single-family residential living unit on the Lot owned by the Owner within two (2) years following the purchase of a Lot, unless such time period is extended by the Association.

Section 2.

Residential Use Only. The term "residential" as used herein shall be construed as single family living units as designated on The Meadows Subdivision, only, and shall exclude the rental of portions of the home, except as provided by the By-Laws of the Association, and shall exclude professional and commercial uses, except as may be specially permitted under the zoning ordinances of the City of Bismarck and County of Burleigh. No Lot or any portion thereof, shall at any time be used for any trade, profession, manufacturing or business of any description and



no noxious or offensive activity shall be carried on nor shall anything be done thereon which may become an annoyance or nuisance to the subdivision.

Section 3.

Landscaping. All Lots shall be landscaped at the cost of the Lot Owner within the first year from the date of purchase. Each Lot must include a minimum of five (5) trees planted as approved by the Guidelines issued by the Association.

Section 4.

Lawn Care. The Association shall contract annually for landscape care, lawn cutting, and lawn care services for all Common Areas and Improvements, as well as all of the Lots within The Meadows. The level of landscape care, lawn cutting, and lawn care services may be altered from time to time upon a vote of the Association Board of Directors.

Section 5.

Snow Removal. Unless and until otherwise determined by the Board of Directors of the Association, the Association shall contract annually for the snow removal of all driveways, private rights of way and/or parking areas once such improvements are constructed which are not dedicated as public rights of way to Burleigh County, North Dakota.

Section 6.

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

Section 7.

Exterior Storage. No trailer, mobile home, boats, pontoons, boat docks/ramps, water craft, motor home or equipment shall be parked or stored on any portion of The Meadows unless stored within a garage. No such items shall be stored or parked on a street or alleyway anywhere within The Meadows for more than 48 consecutive hours or more than 48 cumulative hours per seven (7) consecutive day period. It is intended that there shall be no on street or on driveway storage of any such items. The Association shall have sole and absolute discretion in determining whether a Lot owner is attempting to avoid or circumvent the intention of this provision by moving such items from location to location within the subdivision.

Section 8.

Pets. No horses, mules, llamas, cows, hogs, goats, chickens, poultry, pigeons, snakes, prairie dogs or other similar animals shall be kept or maintained anywhere within the subdivision. Only domestic pets, not to exceed more than two (2) cats and no more than two (2) dogs, per single-family lot shall be allowed. All domestic pets shall be subject to proper confinement and control so as to not create a nuisance to be offensive to other Owners. The commercial breeding and

sale of any animal is forbidden upon any Lot. All dogs shall be either maintained on a leash or otherwise restricted to the owner's premises so as not to run at large at any time. All kennels shall be erected or placed directly adjacent to the exterior of the residential living unit as approved by the Association. All kennels shall be cleaned and maintained so as to reduce, to an absolute minimum, odors. The Association shall reserve the right to require that a kennel wall be of solid wall construction (i.e. no chain link fence). Excessive dog barking and/or the failure to restrict pets to the Owner's premises, in the discretion of the Association and/or Board of Directors of the Association, may be deemed a "nuisance" as said term is defined in the By-Laws of the Association.

Section 9.

Trash and Refuse. No trash, ashes or other refuse may be thrown, dumped or stored on any Lot. All trash, or other refuse, and trash cans and containers shall be kept in garages or in enclosures such that they will be concealed from the view of streets and Lots which are adjacent to the Lot on which they are located except on days garbage pickup is made. All garbage must be maintained in Association approved steel, metal, plastic or concrete constructed containers. No burning barrels shall be allowed on the premises. Absolutely no trash burning shall occur on the premises. Small fire pits and portable fire containers shall be allowed to the extent that the same do not violate any city or county fire code or regulations. There shall be no abandoned, junked, inoperable or wrecked vehicles, trailers, equipment stored on any Lot or anywhere within the subdivision. No garbage or other similar debris shall be stored or allowed to remain on any Lot. All such items shall be promptly removed from each Lot by and at the Lot Owner's sole cost and expense.

Section 10.

Fences. No fencing is required for any lot. Limited privacy fencing may be installed or constructed on any Lot provided such privacy fencing is of one style, as decided by the Association, and shall only be white vinyl. Fences shall be a minimum of 3 feet tall and a maximum of six feet (6') tall and must be constructed only in the area approved by the Association.

Section 11.

Signs. No signs, billboards or advertising devices of any kind, except those used in any subsequent sale of property, shall be placed or otherwise installed on any Lot or building. Signs used in the subsequent sale of the property may not exceed nine (9) square feet in area. The Developer reserves the right to place and install signage identifying The Meadows, roads within The Meadows, and for such other purposes as the DEVELOPER deems reasonable and necessary.

Section 12.

Decorations. No exterior Christmas lights or other Christmas decorations may be erected or maintained on any Lot except during a 60-day period beginning November 15th of each calendar



year. Outside decorations for other holidays may be displayed only during the appropriate holiday season and only for periods of thirty (30) days or less.

Section 13.

Septic System. No septic tanks and/or drainage fields shall be constructed anywhere on the PROPERTY. The PROPERTY is served by a common sewer main and related waste water treatment systems which is included as part of the Common Areas and Improvements.

Section 14.

Coal Furnaces. Coal and pellet-type furnaces or stoves shall not be utilized within the subdivision. No propane tanks shall be utilized as a fuel source for furnaces on the premises. Only electric, natural gas, or heat pump type furnaces shall be permitted. Electric generators shall be used for emergency purposes only.

Section 15.

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

Section 16.

Collection of Real Estate Taxes on Common Areas. The Association shall have the right, power and authority to assess and collect real estate taxes and special assessments with respect to common areas.

Section 17.

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

Section 18.

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

Section 19.

Swimming Pools. No approval shall be required for children's portable wading pools which are emptied at night and that do not exceed eighteen inches (18") in depth and whose surface area does not exceed thirty-six (36) square feet. Above ground pools are prohibited. All in-ground pools are prohibited, as a community swimming pool shall be developed by the Association as a common area improvement. Exterior hot tubs are permitted and must be screened from adjacent properties and streets, and any screening must comply with fence restrictions.

Section 20.

Temporary Structures. No temporary structure shall be permitted to be constructed or located upon a Lot.

Section 21.

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

Section 22.

Vehicles and Repair. No boat, trailer, camper, recreational vehicle or other type vehicle may be parked or stored in open view on residential property or alleyway for longer than a 48-hour period. During the boating season, it is permissible to park and store boats and private water craft on a residential unit for no more than seventy-two (72) consecutive hours. All vehicles parked in open view and not in a garage must be operable and may not be unsightly. No vehicle may be parked on any yard.

Section 23.

Solar Devices. Solar devices shall be permitted provided they are approved by the Association.

Section 24.

Statues, Windmills, Fountains/Water Ornaments and Other Ornamental Features. One (1) such feature is permitted per residential living unit. These features must not create a noise level above twenty (20) decibels and may not be taller than seventy percent (70%) of the first level of any residential living unit. No such feature can produce power other than to operate a water feature itself.

Section 25.

Siding and Shingles. In the event that siding must be replaced on either the home or garage, it shall be similar in style to the original siding. A change in color shall be approved by the Association. In the event that shingles must be replaced on either the home or garage, it shall be the same color and style as the original shingles.



Section 26.

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

- a. All leases or non-owner occupancy arrangements must be in writing and shall each have a minimum term of one (1) year, unless a shorter period is permitted specifically by the Association. At the time of entering into a lease, the Owner and the Owner's tenant shall provide the Association with an executed copy of the lease and pay a review fee of One Hundred Dollars (\$100).
- b. Each lease shall contain, or shall be deemed to contain the following:
 - i. The lease shall designate the parties who are entitled to occupy the Lot and shall state that no other parties are permitted to occupy such Lot.
 - ii. The lease shall provide that continued violation of any provisions of this DECLARATION shall constitute cause for termination of the lease and eviction of the tenant.
- c. In the event of a continued violation of this DECLARATION and the restrictions and conditions set forth herein on a lease or non-owner occupied Lot, the Board of Directors of the Association have the right to give notice to the Owner directing the Owner to institute proceedings to evict the tenants. In the event the Owner has not initiated and completed eviction proceedings within thirty (30) days, the Association shall have the right, but not the duty, to institute eviction proceedings on behalf of the Owner. For this purpose, each Owner hereby irrevocably appoints the President of the Association as the Owner's attorney-in-fact for purposes of initiating said eviction action. Any and all court costs and attorneys' fees expended by the Association pursuant to any eviction action under this provision shall be the responsibility of the Owner and shall be paid within thirty (30) days of written notice from the Association requesting payment. In the event such costs and fees are not paid, the costs and fees shall become a special assessment against the Owner and against the Owner's Lot and, if not paid shall be subject to the lien and foreclosure procedure contained in this DECLARATION.
- d. At the time of the sale of any Lot, the Owner, except DEVELOPER, is required to provide the Association the following:
 - i. Name, address, and telephone number of Buyer;
 - ii. Date of closing;
 - iii. Copy of the deed transferring title.



Section 27.

Square Footage Requirements. With respect to ranch-style homes, the at or above ground living area of each ranch-style home, exclusive of open porches and garages, shall not be less than 1,500 square feet. With respect to homes of one and one-half stories and more above ground, the at or above ground living area of each such residential structure, exclusive of open porches and garages, shall not be less than 1,800 square feet, with no less than 1,300 square feet on the main/ground level. No split foyer style residential structures shall be permitted to be constructed on any lot.

Section 28.

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

**ARTICLE IX.
WAIVER OF VIOLATION**

Where an improvement on any Lot is submitted to the Association for approval or where a building has been erected or the construction thereof is substantially advanced and the construction would constitute a violation of this DECLARATION or is situated on any Lot in such a manner that the same constitutes a violation or violations of any of this DECLARATION, the Association or the DEVELOPER, together with the DEVELOPER'S successors and assigns, shall have the right to release such Lot or portion thereof from such part of the provisions of this DECLARATION which are violated; provided, however, said Association or DEVELOPER together with its successors and assigns, shall not release a violation or violations of any such covenant except as to a proposed waiver either the Association or the DEVELOPER, in their respective sole discretions, determine to be not seriously detrimental to the neighborhood of The Meadows, or to be a positive contribution to surrounding residential living units of The Meadows. For example, but not by way of limitation, preservation of existing trees might be a circumstance. Waivers may also be appropriate where a proposed material, design, or treatment, while in not strict compliance, is a positive element or is indistinguishable from a permitted material, design, or treatment or possesses the same visual quality.

**ARTICLE X.
ARCHITECTURAL REVIEW COMMITTEE**

Section 1.

Establishment of Architectural Review Committee. The members of the Architectural Review

Committee shall be appointed by the DEVELOPER or its successor, or in the event DEVELOPER fails to appoint members to the Architectural Review Committee, such members may be appointed by the Association. The Architectural Review Committee shall number no more than three (3) members and shall at all time include at least one (1) member designated by DEVELOPER unless the DEVELOPER no longer owns any Lots within the PROPERTY. In the absence of the appointment of members to the Architectural Review Committee, the Architectural Review Committee will be the Board of Directors of the Association. Notwithstanding any other provision of this DECLARATION, the DEVELOPER shall constitute the Architectural Review Committee until such time as seventy-five percent (75%) of the Lots have been sold by the DEVELOPER.

Section 2.

Purpose. The purpose of the Architectural Review Committee is to review and approve plans for improvements prior to development and construction on a Lot as specified in the rules and regulations to be adopted by the Architectural Review Committee. The Architectural Review Committee shall review the plans to assure that all plans for development and construction will be completed in compliance with the restrictions and protective covenants set forth in this DECLARATION. The Architectural Review Committee and the approval of all plans for construction and development of the Lots is completed in an effort to preserve the value of all Lots, residences, and investments of all Owners and successors thereof.

Section 3.

Architectural Review Committee Schedule. Upon receipt of plans and specifications submitted by an Owner of a Lot in accordance with the rules and regulations to be adopted by Architectural Review Committee, the Architectural Review Committee shall, within fifteen (15) business days, approve or decline such proposal in writing. If modifications are required to the plans submitted, the plans must be resubmitted to the Architectural Review Committee. The Architectural Review Committee shall have a period of five (5) additional business days to approve or disapprove any revised plans from and after receipt of the revised plans and specifications. No construction or building may take place on a Lot whatsoever unless and until the plans and specifications have been approved by the Architectural Review Committee.

Section 4.

No Liability. The Architectural Review Committee's review and approval of any plans and specifications pursuant to this Article or pursuant to the rules and regulations to be adopted by the Architectural Review Committee shall be made only on the basis of the terms and conditions of this DECLARATION and the rules and regulations adopted by the Architectural Review Committee which are consistent with the provisions of this DECLARATION. The Architectural Review Committee shall not bear any legal responsibility for insuring the structural integrity or soundness of any approved plans and specifications, nor for insuring compliance with building codes, land use regulations, or any other governmental regulations or requirements. Neither the DEVELOPER, the Architectural Review Committee, nor any member of the Architectural Review Committee shall be liable for any injury, damages, or loss arising out of the manner or



quality of any plans or specifications for improvements to any Lot.

**ARTICLE XI.
GENERAL PROVISIONS**

Section 1.

Amendments. In addition to any other manner herein provided for the amendment of the this DECLARATION, the covenants, conditions, restrictions, easements, charges, and liens of this DECLARATION may be amended, changed, added to, modified, or deleted at any time from time to time upon the approval of two-thirds (2/3rds) of the total vote of the Lot Class at a regular or special meeting of the Association for such purpose. So long as the DEVELOPER is the Owner of or holds a mortgage on any Lot affected by this DECLARATION, the DEVELOPER'S consent to any amendment to this DECLARATION must be obtained in writing. Additionally, the DEVELOPER shall have the right in the DEVELOPER'S sole discretion, to amend this DECLARATION until such time occurs that the DEVELOPER sells or conveys or no longer holds a mortgage on two-thirds (2/3rds) of all Lots in The Meadows. All subsequent grantees of the PROPERTY, hereby grant to DEVELOPER their powers of attorney to effect any change, amendment, modification deemed to be required by DEVELOPER, or its successors or assigns. Additionally, any amendment which materially and significantly affects the DEVELOPER'S ability to develop The Meadows, sell improved or unimproved Lots, modify or terminate any rights or reservations granted to the DEVELOPER in this DECLARATION must be approved and executed by the DEVELOPER. Further, for an amendment to be effective, a Supplemental Declaration certifying the amendment shall be executed by the President and Secretary of the Association and shall be recorded in the County Recorder's office for Burleigh County, North Dakota. No amendment or termination shall require the consent or joinder of any mortgagee or lienholder holding a lien upon any part or portion of the Lot.

Section 2.

Notice to Lot Owners. As to any notice required to be sent to any Member of the Association or Owner, the provisions of this DECLARATION shall be deemed to have been properly sent when personally delivered or mailed, postage pre-paid, to the Lot address of the Owner who own the Lot, or at such other address as may be provided by an Owner or Member of the Association in writing to the Association.

Section 3.

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

Section 4.

Governing Law. It is expressly understood that the laws of the State of North Dakota shall

govern the interpretation and enforcement of this DECLARATION and all provisions contained herein.

IN WITNESS WHEREOF, the undersigned DEVELOPER has caused these presents to be executed in its name, by its authorized undersigned partner this 16th day of Feb. 2016.

GERRY RUDNICK, LLC

By: [Signature]
Gerry Rudnick, Managing Member

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

On this 16 day of February 2016, before me personally appeared Gerry Rudnick, known to me to be the Managing Member of Gerry Rudnick, LLC, the limited liability company that is described in and that executed the within and foregoing instrument and acknowledged to me that such limited liability executed the same.

KEVIN J GLATT
Notary Public
State of North Dakota
My Commission Expires August 10, 2018

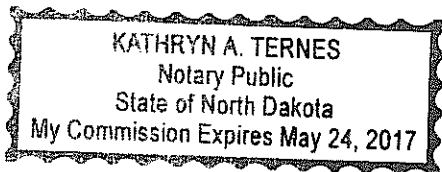
[Signature]
_____, Notary Public

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Michael Towle
Michael Towle
Shelly Towle
Shelly Towle

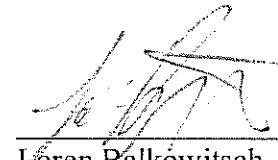
STATE OF NORTH DAKOTA)
) ss.
COUNTY OF BURLEIGH)

On this 25 day of January, 2016, before me personally appeared Michael Towle and Shelly Towle, husband and wife, known to me to be the persons who are described in and who executed the within instrument and acknowledged to me that they executed the same.

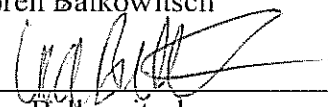


Kathryn A. Ternes
_____, Notary Public

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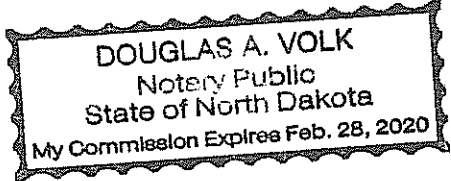
Loren Balkowitsch

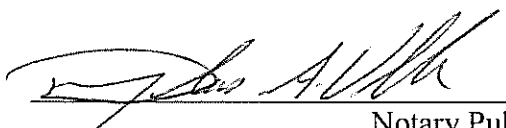


Lisa Balkowitsch

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

On this 10th day of February 2016, before me personally appeared Loren Balkowitsch and Lisa Balkowitsch, husband and wife, known to me to be the persons who are described in and who executed the within instrument and acknowledged to me that they executed the same.




_____, Notary Public

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Page: 22 of 23
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Burleigh County

THE MEADOWS
DECLARATION OF RESTRICTIONS ON REAL ESTATE
EXHIBIT "A"

LOTS 1 THROUGH 29, BLOCK 1, THE MEADOWS AT HAWKTREE, CITY OF
BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA.



RUDNICK CONSTRUCTION INC

DECRES

Debbie Krohn

836516

\$76.00
Page: 23 of 23
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Burleigh County