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SMITH & STREGE

COLFAX MEADOWS FOURTH
DECLARATION OF COVENANTS AND RESTRICTIONS

This DECLARATION is made this 2nd day of April, 2024, by BLB 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 and reservations set forth in this Declaration, each and all of which are for the benefit of the Property and shall run with the land and be binding on all parties having or acquiring any right, title or interest in the properties herein described of 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 and reservations (sometimes referred to as "covenants and restrictions") set forth in this Declaration.

ARTICLE I. DEFINITIONS

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

1. "Lot" shall mean and refer to any portion of the Property that is hereafter deeded by Developer to a third party.

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

3. "Developer" shall mean and refer to BLB Investments, LLC.

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

5. "Declaration" shall mean the covenants, conditions, restrictions and reservations set forth herein, as may from time to time be amended.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION

The Property that is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is all Lots in Colfax Meadows Fourth Addition to the City of Colfax, Richland County, North Dakota.

ARTICLE III. CONSTRUCTION

1. **Commencement of construction.** Construction of a primary structure on a Lot shall be commenced (evidenced by the issuance of a building permit) within eighteen (18) months after the purchase of any Lot by an Owner. In the event a primary structure is not commenced within eighteen (18) months, Developer shall have the option to repurchase the Lot from Owner at a price of eighty percent (80%) of the price originally paid to Developer for the Lot.

2. **Substantial completion of construction.** Construction of all primary structures must be substantially complete within nine (9) months after the earlier to occur of (a) topsoil being scraped and piled; or (b) issuance of a building permit for the structure.

3. **No used homes.** No dwelling may be moved from another location onto any Lot within the Property, except that a new home, specifically constructed to be moved to a Lot within the Property is allowed. Any homes moved onto a Lot must receive prior approval from Developer. All new homes to be moved onto a Lot must be located and designed in accordance with these covenants and constructed in compliance with applicable North Dakota building codes.

4. **Lot maintenance during construction.** Contractors, subcontractors, and materialmen must perform construction activities on any Lot in a neat and clean manner, and must keep the Lot and all surrounding Property free of debris, trash, and discarded building materials from their work.

5. **Storage of building materials.** No outside storage of building materials is permitted on any Lot after the nine (9) month construction period.

6. **Yard.** The yard must be sodded or seeded no later than the September 30th that follows the date of construction completion. Until the sodding/seeding is completed, the Owner of the Lot must maintain the Property in a condition free of noxious weeds.

7. **Overhead lines.** Temporary telephone and electrical overhead lines are permitted during construction until permanent underground facilities are installed. Otherwise, all overhead lines are prohibited on the Property.

ARTICLE IV. RESTRICTIONS

The Property is subject to the following restrictions:

1. **Lot size**. No Lot may be subdivided except as approved by Developer. All transfers of less than the entire Lot are prohibited without the prior written approval of Developer.

2. **Building location**. No structure may be constructed on any portion of the Property unless the following requirements are met:

   a. The front yard setback for each residence shall be a minimum of 35 feet.

   b. The side yard setback requirement for each residence shall be a minimum of 10 feet.

   c. The rear yard setback requirement for each residence shall be a minimum of 30 feet.

3. **Site plan approval by Developer.** Colfax Meadows Fourth Addition Architectural Review Committee. There is hereby established the Colfax Meadows Fourth Addition Architectural Review Committee ("Review Committee") for the Property which shall be comprised of the Developer or its appointed architect until the time that residences have been constructed and completed on all properties.

   Procedure for Submission of Plans and Specifications. Two (2) copies of Plans (for which receipt must be acknowledged in writing) will be submitted to the Review committee electronically. 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 the approval for the purpose of establishing a quality, restricted residential district, free from objectionable or value destroying features and in conformity with the governing zoning codes, building codes and other applicable regulations then in force.

   Plans submitted for approval shall include the following:

   a. Two complete sets of electronically submitted house plans, two site plans and a completed application form.
   b. The house plan should indicate construction materials and specifications, roofing material, exterior finishes and colors.
   c. 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, window wells and driveway locations and sizes.

   Architectural Control. No building, fence, wall, landscaping feature, pool play structure, driveway, sidewalk or any other structure shall be commenced, erected

or maintained on the Lots, nor shall any exterior addition to or change or alteration thereto be made to any buildings on the Lots until the plans and specification for the same have been submitted to and approved in writing by the Review Committee or its appointed architect from time to time.

4. **Building size**. Each residence must be a residential dwelling with minimum square footage as follows:

   a. Rambler and 1.5 Story: 1,400 square feet

   b. Bi-Level: 1,500 square feet

   c. Split-Level or Two Story: 1,800 square feet

   Square foot calculations do not include basements, open porches, decks or garages.

5. **Standard base elevation.** Lots shall be graded to finished design grades as set and approved by Developer and Developer's engineer. Developer and Developer's engineer will set all grades for culverts unless otherwise set by the City of Colfax.

6. **Roof pitch**. Roof slopes of not less than 4 in 12 are required.

7. **Building types**. No solar panels, geodesic dome homes, mobile homes, steel framed homes, or earth shelter homes are permitted. All homes must have a permanent foundation.

8. **Accessory structures**.

   a. The following accessory structures may be constructed on a rear yard of a Lot, but must be built with materials so as to match the main structure: pools, pool houses, gazebos, decks, play structures and dog houses.

   b. In addition, one (1) detached storage building may be constructed on a Lot if it is constructed in harmony with the existing dwelling and is approved by Developer.

   c. No accessory structure may be moved onto any Lot. All accessory structures must be a new structure constructed in compliance with this Declaration.

9. **Fencing**. **All fencing must be approved by the Developer.** No fences, barriers, walls or other obstructions may be placed in front yards of any Lot, but shall be allowed in side yards and rear yards subject to the following restrictions:

a. Fences, barriers, walls or other obstructions constructed of barbed wire, chain-link or other woven-wire fences, tin or sheet metal are prohibited except that chain-link fences may be used to construct a dog kennel;

b. No fence shall exceed six (6) feet in height;

c. All swimming pools having a depth greater than twenty-four (24) inches shall be enclosed by fencing;

d. All fences shall be maintained regularly to be kept in good visual condition. Any broken or fallen portions of fences shall be promptly repaired with matching materials. .

10. **Diseases and insects**. No Owner shall permit any thing or any condition to exist upon any Lot that shall induce, breed or harbor infectious plant diseases or noxious insects.

11. **Exterior maintenance**. All primary and accessory structures shall at all times be maintained in a neat condition and appearance. All yards shall be maintained in a neat condition and appearance and be kept free of noxious weeds.

12. **Vehicle parking and storage**. No commercial vehicles, motor homes, boats, travel trailers, personal watercraft, recreational vehicles, campers, snowmobiles, buses, motorcycles, trailers, construction equipment or the like shall be permitted on any Lot unless they are kept in a garage or other enclosed area so as to be out of view of neighboring Lot Owners, roads and streets, except as follows:

a. Construction equipment will be allowed during the normal course of construction;

b. Motor homes, buses, campers, motorcycles, travel trailers and similar vehicles shall be temporarily permitted on the Lots for the purpose of loading and unloading such vehicles, temporary parking by Owners, or for temporary visits by visitors to the Lots for a maximum of seventy-two (72) hours. An Owner may not regularly store or permit the storage of any such item on a Lot and evade the foregoing Restriction by moving or removing the item periodically within the 72-hour temporary storage exception.

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

14. **Animals**. No chickens, pigs, or other barnyard animals are allowed on the Property. Customary household pets are permitted on, and shall be restricted to, their Owner's Lot. Household pets must not be a nuisance and shall not be allowed to stray to adjacent

Property. Except as stated herein, no animals shall be raised, bred, boarded, or maintained on any of the Lots.

15. **Nuisance**. No noxious or offensive trade or activity is allowed on any Lot, nor shall anything be done thereon that is 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, and the placing thereof of unsightly piles of dirt, lumber or other material except during the course of construction. Such restrictions shall also include allowing noxious weeds to occur on the Lot before, during or after the period of construction of the home.

16. **Mining**. No exploration for oil or natural gas or mining operations of any kind shall be permitted on any Lot.

17. **Basketball backboards and hoops**. No basketball backboards or hoops may be attached to a dwelling structure on any Lot. A separate pole for installation of such equipment erected and maintained at the expense of the Lot Owner is permitted.

18. **Letter and delivery boxes.** All United States Postal mail shall be delivered to the City of Colfax USPS post office. No mailboxes are allowed on any Lot.

19. **Signs.** No commercial signs of any kind may be displayed on any Lot except one professional sign of not more than nine (9) square feet advertising the Property for sale or rent, or signs used by the marketer to advertise the Property during construction and sales.

20. **Removal of dirt.** When excavating for structures, leveling of Lots, or doing any dirt work, no earth or soil shall be removed from the Property except with the written consent of Developer, and then only to such places as may be directed by such written consent.

21. **Private septic, drain fields, and wells.** No private septic tanks, drain fields, or private or community wells shall be permitted on any Lot. Notwithstanding the foregoing, geothermal wells are permitted for the purpose of heating and/or cooling a home.

22. **Compliance with Ordinances.** All development within the Property shall be in accordance with City of Colfax ordinances, as amended.

23. **Special improvements.** No Owner, other than Developer, may petition the City of Colfax for special improvements unless (a) Developer consents in writing to any such petition, or (b) seventy-five percent (75%) of the Lots have been sold.

ARTICLE V. GENERAL PROVISIONS

1. **Enforcement.** If any party shall violate or attempt to violate any of the covenants or restrictions contained in this Declaration, any Owner may initiate proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions. Such action may be brought to prevent violation of any such covenants or restrictions and/or to recover damages for the violation of any such covenants or restrictions.

2. **Right to Enforce.** Failure to enforce any of the covenants, conditions, or restrictions now or hereafter imposed is not 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. **Mortgages.** The breach of any of the foregoing covenants, conditions or restrictions now or hereafter imposed shall not defeat or render invalid any lien or mortgage made in good faith for value as to any Lot or Lots; but this Declaration shall be binding upon, and effective against, any mortgagee or Owner whose title is or was acquired by foreclosure or otherwise.

4. **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 Developer, Owners, and their heirs, successors and assigns for a period of thirty (30) years from the date this Declaration is recorded. Thereafter, said 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.

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

6. **Amendments.** This Declaration may be amended by Developer without the consent of any other Owner. Any amendment must be recorded in the office of the Richland County Developer.

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SMITH & STREGE

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

BLB INVESTMENTS, LLC:

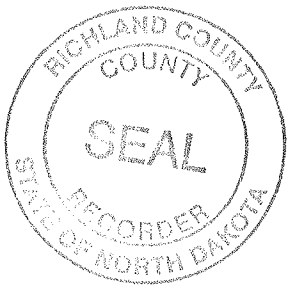
By _____
Nathan Berseth, its Member

STATE OF NORTH DAKOTA)
)SS
COUNTY OF RICHLAND)

On this 2 day of April, 2024, before me personally appeared Nathan Berseth, known to me to be a Member of BLB Investments, LLC, a North Dakota limited liability company, the limited liability company that is described herein and known to me to be the person who executed the within and foregoing document, and acknowledged to me that he executed the same on behalf of said limited liability company.

NICOLE NORDICK
Notary Public
State of North Dakota
My Commission Expires Sept. 22, 2026

_____
Notary Public
My Commission Expires:



Document Number: 380800
RECORDER'S OFFICE, RICHLAND COUNTY, ND 4/4/2024 11:00 AM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
JACKIE BABBITT, COUNTY RECORDER
by Kristin Roggeman, Deputy

Document #380800

4/4/2024 11:00 AM
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SMITH & STREGE