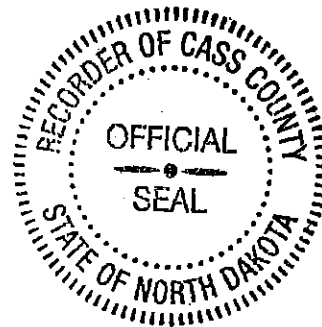




RIVER'S EDGE ESTATES LLC

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RECORDER'S OFFICE, CASS COUNTY, ND
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
GREG LARSON, COUNTY RECORDER

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by Shenna Garma Deputy **1769011**

**RIVER'S EDGE SECOND ADDITION TO THE CITY OF HORACE
AND RIVER'S EDGE THIRD ADDITION TO THE CITY OF HORACE**

**2026 AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS, EASEMENTS, LIENS AND CHARGES**



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**RIVER'S EDGE SECOND ADDITION TO THE CITY OF HORACE
AND RIVER'S EDGE THIRD ADDITION TO THE CITY OF HORACE
2026 AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS, EASEMENTS, LIENS AND CHARGES**

THIS 2026 AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, LIENS AND CHARGES (the "2026 Amended and Restated Declaration") is made effective the 5th day of October, 2026, by RIVER'S EDGE ESTATES, LLC, a North Dakota limited liability company (hereinafter, the "Developer").

RECITATIONS:

- A. River's Edge Estates, LLC, a North Dakota limited liability company (the "Developer"), is the developer of River's Edge Second Addition to the City of Horace, Cass County, North Dakota ("River's Edge Second Addition") and River's Edge Third Addition to the City of Horace, Cass County, North Dakota ("River's Edge Third Addition").
- B. The Developer previously committed River's Edge Second Addition to the Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges for River's Edge Second Addition to the City of Horace, recorded with the Cass County Recorder on February 12, 2025, as Document No. 1728914 (the "Second Addition Declaration"). The Second Addition Declaration establishes covenants, conditions, restrictions, reservations, easements, architectural controls, assessments and other rights and obligations applicable to River's Edge Second Addition.
- C. The Developer is committing River's Edge Third Addition to this 2026 Amended and Restated Declaration which establishes covenants, conditions, restrictions, reservations, easements, architectural controls, assessments and other rights and obligations applicable to River's Edge Third Addition.
- D. This 2026 Amended and Restated Declaration amends and restates any prior Declaration for River's Edge Second Addition and River's Edge Third Addition (the "Prior Declarations").
- E. The Developer desires to amend, restate and consolidate all Prior Declarations into a single declaration governing River's Edge Second Addition and River's Edge Third Addition in order to provide uniform covenants, conditions, restrictions, reservations, easements, architectural controls, assessments and other rights and obligations applicable to both additions.
- F. The Developer retains the authority to amend and restate the covenants and restrictions applicable to River's Edge Second Addition and River's Edge Third



Addition. The Second Addition Declaration expressly authorizes the Developer to amend the Declaration, Covenants and Bylaws until the Developer has sold all Lots and divested itself of its amendment rights as provided therein. The sale of all Lots in River's Edge Second Addition or in River's Edge Third Addition has not occurred.

- G. Accordingly, the Developer executes this Amended and Restated Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges (the "Declaration") to amend, restate, consolidate and supersede the Prior Declarations upon the terms and conditions set forth herein.

NOW, THEREFORE, the Developer hereby declares that the Property shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, reservations, easements, liens and charges set forth in this Declaration, which shall run with the Property and shall be binding upon and inure to the benefit of the Developer, the Owner and their respective successors and assigns.

ARTICLE I.

DEFINITIONS

Unless the context otherwise requires, the following terms shall have the meanings set forth below:

"Addition" or **"Additions"** is a reference to both River's Edge Second Addition and River's Edge Third Addition.

"Architectural Review Committee" or **"ARC"** means the Developer or the Developer's appointed representative until the Developer divests itself of the authority to act as the ARC pursuant to Section 3.1. Thereafter, the ARC shall mean the committee established pursuant to Section 3.1. The ARC may adopt Architectural Guidelines consistent with this Declaration.

"Association" means River's Edge Addition Homeowners Association, a North Dakota nonprofit corporation, or any successor or renamed association designated by the Developer to administer and enforce this Declaration, which Association includes homeowners in both River's Edge Second Addition and River's Edge Third Addition.

"Association Documents" means this Declaration, the Articles of Incorporation and Bylaws of the Association, Architectural Guidelines, and any rules and regulations adopted pursuant thereto, as each may be amended from time to time.

"Building Control Line" means, with respect to Lots 18 through 26, inclusive, Block 8, River's Edge Second Addition, the Watercourse Setback Line. No building or Structure may be constructed on the riverside of the Building Control Line.



"Building Plot" means one or more whole adjoining Lots, or one whole Lot together with a portion or portions of adjoining Lots, having the same Owner and approved for use together by the Developer or ARC. A Building Plot may not consist of less than one entire platted Lot.

"Common Area" means any property, easement, improvement or facility maintained or administered by the Developer or Association for the common benefit of some or all Owners, whether or not owned in fee by the Association.

"Covenants" means the covenants, conditions, restrictions, reservations, easements, liens and charges contained or incorporated in this Declaration, as amended from time to time.

"Declaration" means this Amended and Restated Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges, as amended from time to time.

"Developer" means River's Edge Estates, LLC, a North Dakota limited liability company, and any successor or assign acquiring a majority of the then-undeveloped Lots for purposes of development and to whom the Developer's rights are expressly assigned.

"Development" means, collectively, River's Edge Second Addition to the City of Horace, Cass County, North Dakota, and River's Edge Third Addition to the City of Horace, Cass County, North Dakota.

"Easements" mean all easements affecting the Property shown on the Plats, otherwise recorded with the Cass County Recorder, or created or referred to in this Declaration or its schedules and exhibits.

"Family" means one or more persons living in a residential building as a single housekeeping unit and excludes a group in which three (3) or more persons are not related to each other by blood, adoption or marriage.

"Limited Use Area" means, with respect to applicable Lots in River's Edge Second Addition, the area east of the Watercourse Setback Line or on the pond side of the fifty-five-foot (55') Storm Water Storage Easement shown on the Second Addition Plat.

"Lot" or **"Single Family Lot"** means a platted Lot within the Property as shown on either of the Plats.

"Owner" means the record owner, whether one or more persons or entities, of fee simple title to a Lot, including a contract seller, but excluding a person or entity whose interest exists solely as security for performance of an obligation.

"Plats" mean, collectively, the River's Edge Second Addition Plat and the River's Edge Third Addition Plat.



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"Prior Declarations" mean, collectively, the Second Addition Declaration and the Third Addition Declaration.

"Property" means the real property described in Article II and Exhibit A, excluding the property expressly excepted from the Declaration.

"Residential Lot" or **"Residential Lots"** means each Lot within the Property designated and permitted for residential use under the applicable Plat and zoning requirements.

"Second Addition Plat" means the Plat of River's Edge Second Addition to the City of Horace recorded with the Cass County Recorder as Document No. 1688665.

"Structure" means any building, house, shed, fence, wall, deck, stairs, landscaping feature, pool, play structure, patio, gazebo, sport court, ice rink, trellis, pergola, driveway, sidewalk or other structure or improvement.

"Third Addition Plat" means the Plat of River's Edge Third Addition to the City of Horace recorded with the Cass County Recorder as Document No. 1767794.

"Watercourse Setback Line" means the setback line shown along the west of the Sheyenne River on the Second Addition Plat. No Structure or improvement may be constructed east of the Watercourse Setback Line.

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION

The Property described in Exhibit A shall be held, transferred, sold, conveyed, used, occupied and regulated subject to this Declaration.

Section 2.1. **River's Edge Second Addition.** The Property includes all real property and all Residential Lots located within River's Edge Second Addition to the City of Horace, except the following:

- Lot 17, Block 3, owned by the City of Horace Park District;
- Lot 4, Block 9, owned by the City of Horace Park District;
- Lots 7 and 17, Block 9, owned by the City of Horace; and
- Lot 11, Block 8, owned by the City of Horace Park District.

Section 2.2. **River's Edge Third Addition.** The Property includes all Residential Lots within River's Edge Third Addition to the City of Horace, except any Lot dedicated to or owned by the City of Horace, the City of Horace Park District, or another governmental entity.

Section 2.3. **Effect.** All real property described in Section 2.1 and Section 2.2 and not expressly excluded shall constitute the "Property" for purposes of this Declaration.

ARTICLE III. **ARCHITECTURAL CONTROL**

Section 3.1. **Architectural Review Committee.** The ARC is established for the Property. The Developer or its appointed representative shall constitute the ARC until the earlier of (i) completion of residences on all Residential Lots; or (ii) the Developer's written election to relinquish architectural control. Upon relinquishment, responsibility shall vest in a committee of three (3) Residential Lot Owners initially appointed by the Developer and thereafter elected by a majority of the Residential Lot Owners in accordance with the Bylaws. It shall be conclusively presumed that the Developer has not relinquished architectural control unless and until the Developer or its legal representative records a sworn affidavit with the Cass County Recorder stating that the Developer is no longer the ARC and specifying the effective date of relinquishment.

Section 3.2. **Submission of Plans and Application.** Before commencing any Structure, exterior improvement or landscaping requiring approval, the Owner shall submit electronically to review@riversedgend.com, or such other address designed by the ARC, complete plans and specifications together with the required application. The thirty (30) day review period shall begin when the ARC electronically acknowledges receipt of a complete submission. The ARC shall approve or deny the submission within thirty (30) days after acknowledgment of receipt. Approval or denial shall be within the ARC's sole discretion. The ARC's purpose is to establish and preserve a high-quality residential community consisting of homes and improvements that are compatible in size, style and workmanship, free from objectionable or value-destroying features, and consistent with applicable zoning, building codes and regulations.

Section 3.3. **Construction Time and Requirements.** Construction of a primary residential Structure shall be substantially completed within eighteen (18) months after issuance of the applicable building permit. The Developer or ARC may, in its sole discretion, grant up to two extensions of not more than twelve (12) months each. No outside storage of construction materials is permitted after expiration of the applicable construction period. All Structures shall be new construction, and no existing building or Structure may be moved onto a Lot. Construction of improvements on a Lot shall commence within twenty-four (24) months after conveyance of the Lot by the Developer to an Owner. The Owner shall remain current in payment of real estate taxes and all certified and uncertified special assessments affecting the Lot. If construction has not commenced within the required 24-month period and the Owner fails, within sixty (60) days thereafter, to pay all applicable special assessments, the Developer may elect to repurchase the Lot from the then-current Owner for seventy-five percent (75%) of the price originally paid to the Developer. The Owner shall convey good and marketable title free and clear of liens, claims and encumbrances, with real estate taxes and certified special assessments current; any unpaid amount shall reduce the repurchase price dollar for dollar.



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Section 3.4. **Architectural Approval Required.** No building, fence, wall, deck, stairs, landscaping feature, pool, play structure, patio, gazebo, sport court, ice rink, trellis, pergola, driveway, sidewalk or other Structure shall be commenced, erected, placed, altered or maintained until the applicable plans and specifications have been submitted to and approved in writing by the ARC.

Section 3.5. **Plans and Specifications.** Plans submitted for approval shall comply with the following:

Section 3.5.1. **House Plans.** A complete electronic set of house plans acceptable to the Developer or ARC and a completed application shall be submitted in accordance with Section 3.2.

Section 3.5.2. **Materials.** The plans and applications shall identify construction materials and specifications, roofing material, exterior finishes and colors, proposed fencing and all proposed Structures.

Section 3.5.3. **Site Plan.** The site plan shall show the basement outline, garage footprint, projections, exterior steps, patios, decks, sidewalks, driveways and applicable dimensions. Proposed main-floor and basement-floor grades and finished landscaping grades at each building corner and other significant changes in elevation shall also be shown.

Section 3.5.4. **Accessory Structures.** Pools, pool houses, gazebos, sheds, sport courts, ice rinks, trellises, pergolas, patios, utility buildings, storage buildings, additional garages, decks and play structures shall be shown on the site plan and are subject to the ARC's prior written approval. Any shed approved by the ARC shall be constructed of exterior materials and colors compatible with the principal residence and shall comply with Schedule 3.5.4. Plastic or composite outdoor storage bins or sheds are prohibited unless specifically approved in writing by the ARC. A principal residence shall be constructed before an accessory Structure may be constructed.

Section 3.5.5. **Antennas and Energy Devices.** Solar heating or energy devices, satellite dishes larger than thirty inches (30") in length or diameter, and television or radio antennas are subject to the ARC's prior written approval to the extent permitted by applicable law. Satellite dishes and antennas shall be mounted on the principal residential Structure unless another location is approved by the ARC.

Section 3.5.6. **Residential Structure.** Each Residential Lot is restricted to one (1) detached single-family residence with an attached two-car or three-car garage, unless otherwise approved by the Developer and permitted by applicable zoning.

Section 3.5.7. **Minimum Square Footage.** Residential Structures shall meet or exceed the minimum square-footage requirements set forth in Schedule 3.5.7.



Section 3.5.8. Variance. The Developer or ARC may approve a reduction in minimum square footage in special circumstances. Any reduction shall be evidenced by a written certificate of variance.

Section 3.5.9. Height and Roof. No residence shall exceed two stories when viewed from the street or adjacent property. Roof slopes shall be not less than three-in-twelve (3:12), with slopes of six-in-twelve (6:12) or greater encouraged. Flat roofs may be considered by the ARC or on a case-by-case basis.

Section 3.5.10. Exterior Hard Surface. Each residence shall contain not less than ten percent (10%) exterior hard-surface coverage, which may include brick, manufactured or natural stone, dryvit or comparable materials approved by the ARC.

Section 3.5.11. Subdivision and Combination of Lots. No Residential Lot may be subdivided to create a new buildable Residential Lot not shown on the applicable Plat. Adjacent Lots may be combined or portions of a Lot may be conveyed to an adjoining Owner only with the Developer's prior written approval and in compliance with applicable law. No Lot may be reduced in size and remain a separately buildable Residential Lot unless expressly approved by the Developer and the City of Horace.

Section 3.5.12. Sheyenne River Lots. Lots 18 through 26, inclusive, Block 8, River's Edge Second Addition are located along the Sheyenne River and are subject to the Watercourse Setback Line shown on the Second Addition Plat. All Structures and improvements on those Lots shall be located west of the Watercourse Setback Line. Lot 11, Block 8, River's Edge Second Addition is a park Lot owned and operated by the City of Horace Park District.

Section 3.5.13. Block 9, Second Addition. Lots 5, 6 and 8 through 16, inclusive, Block 9, River's Edge Second Addition are Residential Lots subject to the easements and setbacks shown on the River's Edge Second Addition Plat. Lot 7, Block 9 is a City of Horace Lot providing access to Lot 17, Block 9, which contains the pond.

Section 3.5.14. Fencing. No fencing is permitted except black aluminum open-picket fencing not exceeding five feet (5') in height and approved in writing by the ARC before construction. Chain-link fencing, fenced dog runs and exterior dog containment areas are prohibited.

Section 3.5.15. Pond Lot. Lot 17, Block 9, River's Edge Second Addition is intended as a pond Lot owned by the City of Horace. The City of Horace shall be responsible for management and maintenance of that Lot as more thoroughly set forth in the River's Edge Second Addition Pond & Landscape Amenities Operation and Maintenance Agreement recorded with the Cass County Recorder as Document No. 1756900, which is adopted as part of this Declaration by reference.



Section 3.5.16. Third Addition Plat Requirements. All Lots within River's Edge Third Addition are subject to the easements, setbacks, drainage requirements and other restrictions shown on the Third Addition Plat, together with the requirements of this 2026 Amended and Restated Declaration. Any Lot-specific architectural requirement applicable only to River's Edge Third Addition and identified in Schedule 3.5.4, Schedule 3.5.7 or another schedule to this Declaration shall control with respect to the affected Lot.

ARTICLE IV. **RESTRICTIONS**

The Property is subject to the following restrictions:

Section 4.1. Land Use and Building Type. Residential Lots shall be used solely for single-family residential purposes. No Structure other than a private residential dwelling, ARC-approved garage, accessory Structure, swimming pool, fence or other residential improvement permitted by this Declaration may be erected, placed or maintained on a Residential Lot. Structures on the Sheyenne River Lots shall comply with the Watercourse Setback Line, and Structures adjoining any pond or drainage area shall comply with applicable setbacks and Easements.

Section 4.2. Building Location. No Structure shall be erected unless it complies with applicable City of Horace zoning ordinances, building setbacks and other requirements, except to the extent a variance has been approved by both the ARC and the City of Horace. No Structure may encroach upon another Lot. Any accessory Structure shall comply with Section 3.5.4 and applicable schedules.

Section 4.3. Lot Drainage Control. Each Lots shall be graded and maintained in compliance with the drainage plan approved by the Developer or its engineer and applicable municipal requirements. Positive drainage shall be maintained away from Structures and in a manner that prevents standing water, soil saturation or adverse effects upon neighboring property. The top of the foundation wall of a residence shall be at least twenty-four inches (24") above the grade of the top of the street curb in front of the Lot unless another elevation is approved by the Developer's engineer. Neither the Developer nor the City of Horace shall be responsible for the proper grading and drainage of an individual Lot. An Owner acquiring a Lot accepts responsibility for correcting any nonconforming grading or drainage condition affecting the Lot.

Section 4.4. Fencing. All fencing requires the ARC's prior written approval. No fence shall extend beyond the front of the principal residence facing the street except on a corner Lot as approved by the ARC. No fence shall exceed five feet (5') in height. Vinyl privacy fencing, chain-link fencing and natural wood fencing are prohibited. Approved fencing shall consist of open-picket black aluminum unless otherwise expressly approved in writing by the Developer. Exterior dog kennels and chain-link enclosures are prohibited. The Developer may install decorative fencing at Development entrances or other Common Areas.



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Section 4.5. **Landscaping.** The front and side portions of each Residential Lot shall be sodded or seeded before the end of the first summer construction season following completion of the residence. If construction is completed during winter, such work shall be completed during the following summer. The rear yard shall be seeded or sodded within twelve (12) months after occupancy. Weeds shall be controlled at all times. Required boulevard trees shall be installed within twelve (12) months after occupancy in accordance with City of Horace requirements. All landscaping is subject to ARC approval and shall be completed within twelve (12) months after issuance of a certificate of occupancy, subject to one (1) written extension of not more than twelve (12) additional months granted by the Developer or the ARC.

Section 4.6. **Diseases and Insects.** No Owner shall permit a condition upon a Lot that induces, breeds or harbors infectious plant diseases or noxious insects.

Section 4.7. **Antennas.** To the extent permitted by applicable law, antennas, satellite dishes and other devices for transmission or reception of television, radio or electromagnetic signals require the ARC's prior written approval and shall comply with any reasonable installation guidelines adopted by the ARC.

Section 4.8. **Trash Containers and Collection.** Garbage or trash shall be stored only in covered containers approved by the ARC and shall not be visible from a street or neighboring property except for the shortest period reasonably necessary for collection. Containers may be placed for collection the evening before the scheduled collection date and shall be returned to enclosed storage by 8:00 a.m. on the day following collection. Rubbish, garbage and trash shall not be allowed to accumulate on a Lot, and outdoor incinerators are prohibited.

Section 4.9. **Rooftop HVAC Equipment.** Heating, ventilation, air-conditioning or evaporative cooling equipment shall not be installed or maintained on the roof of a residence, garage or accessory Structure in a manner visible from neighboring property.

Section 4.10. **Basketball Goals and Backboards.** Basketball goals or backboards shall not be attached to a residence or other building. A freestanding basketball goal may be installed if its location, design and appearance are approved in writing by the ARC.

Section 4.11. **Animals.** Household pets maintained for noncommercial purposes are permitted, subject to reasonable rules adopted by the Developer or Association. Dogs and cats shall remain under the control of the Owner and shall not constitute a nuisance or be permitted to stray onto neighboring property. Owners are responsible for promptly removing animal waste. Livestock, poultry, chickens and roosters are prohibited

Section 4.12. **Kennels.** No kennel or facility for breeding or boarding animals is permitted unless specifically approved in writing by the ARC and operated in accordance with all conditions imposed by the ARC.



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Section 4.13. **Mailboxes.** Mail delivery to the Development may be provided through Centralized Box Units or other facilities required by the United States Postal Service. The Developer may install the initial facilities required by the Postal Service. The Developer shall have no continuing obligation to repair or replace a facility damaged after installation. The party causing the damage shall be primarily responsible for repair or replacement, and if that party fails to do so, the Association may complete the work and assess the resulting cost as permitted by this Declaration.

Section 4.14. **Clotheslines.** Exterior clotheslines and the outdoor hanging of clothes or laundry are prohibited.

Section 4.15. **Vehicle Parking and Storage.** Commercial trucks or other commercial vehicles not customarily used as personal passenger vehicles, motorhomes, boats, watercraft, travel trailers, recreational vehicles, trailers, ATVs, side-by-sides, four-wheelers, construction equipment and similar vehicles or equipment (collectively, "Prohibited Items") shall not be parked or stored on any Lot except within an enclosed garage with the garage door closed. Notwithstanding the foregoing, construction equipment may be kept on a Lot while reasonably necessary for active construction and shall be removed promptly upon completion of the work, and a motorhome, travel trailer or similar camper vehicle may be parked temporarily on a hard-surface driveway for loading, unloading or a temporary visit for not more than seventy-two (72) hours during any fourteen (14) day period. No Prohibited Item may obstruct a sidewalk, street or right-of-way or be parked or stored on any street, right-of-way or private drive within the Development. All motor vehicles kept on a Lot shall be currently licensed and operable, except that a vehicle experiencing temporary mechanical difficulties may remain on the Lot for not more than thirty (30) days, provided the vehicle is kept within an enclosed garage during that period and any mechanical work is performed within the garage. Each day a violation continues may constitute a separate violation and may result in a fine of not less than Fifty Dollars (\$50.00) and not more than Five Hundred Dollars (\$500.00), in addition to any other remedy available under this Declaration.

Section 4.16. **Signs.** No billboard or advertising sign shall be erected or maintained on a Lot except as expressly permitted herein or approved by the ARC. An identification sign not exceeding two (2) square feet may be installed if approved by the ARC. The Developer may install and maintain signs promoting or identifying the Development and the sale of Lots or residences. One (1) professionally manufactured real-estate "For Sale" sign not exceeding two feet by two feet (2' x 2') may be placed on a Residential Lot offered for sale.

Section 4.17. **Nuisance.** No noxious or offensive trade or activity shall be conducted upon a Lot, and no condition shall be created or maintained that constitutes an unreasonable annoyance or nuisance to the neighborhood. Prohibited conditions include accumulation or dumping of garbage, rubbish, trash, waste, dirt, lumber or other unsightly material, except construction materials reasonably required during active construction.



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Section 4.18. **Dirt Removal.** Topsoil or excavation material shall not be removed from the Development without the Developer's written approval. If excess material results from excavation or grading, the Developer may designate a location within the Development for disposal at the Owner's expense.

Section 4.19. **Appearance During Construction.** Each Lot shall be kept clean during construction. Trash, rubbish, packaging and similar materials shall be collected regularly and stored in appropriate containers. Construction materials and equipment shall not obstruct sidewalks or streets. Failure to clean a Lot promptly after notice from the Developer or ARC may result in a fine of One Thousand Dollars (\$1,000.00), together with the cost of cleanup and disposal. Unauthorized dumping of construction or landscaping materials or debris may likewise result in a fine of up to One Thousand Dollars (\$1,000.00), together with removal costs. Any unpaid amount may be assessed against the Lot and collected as provided in this Declaration.

Section 4.20. **Storm Water.** Each Lot shall be maintained in compliance with applicable storm-water requirements until permanent turf or other approved ground cover is established.

Section 4.21. **Sump Discharge.** No sump pump may discharge into the Sheyenne River, across a sidewalk, into a public street or in another manner prohibited by the City of Horace. Where a City-owned or approved sump collection line serves a Lot, the Owner shall connect the Lot's sump discharge to that line at the Owner's expense and in a manner that does not damage the collection line or another connection. The Owner causing damage shall be responsible for all resulting repair costs.

Section 4.22. **Propane Tanks.** No combustible liquid or gas tank exposed to view from a public street is permitted except a portable tank customarily used with an exterior grill. The Developer may approve temporary exceptions during construction.

Section 4.23. **Temporary Residence.** No trailer, basement, tent, shack, garage, barn or accessory Structure shall be used as a residence, and no temporary residence is permitted on a Residential Lot.

Section 4.24. **Easements.** Utility, drainage and other Easements shown on the Plats or otherwise of record shall remain unobstructed. No Structure, planting, fencing or material shall be placed or maintained within an Easement in a manner that damages or interferes with utilities, drainage channels or swales. Each Owner shall maintain the Easement areas located upon the Owner's Lot except for improvements a public authority or utility provider is obligated to maintain.

Section 4.25. **Claims Release.** Each Owner, by acquiring an interest in a Lot, releases the Developer, applicable utility providers, the City of Horace, the City of Horace Park District and their respective agents and contractors from claims arising solely from the authorized construction, maintenance or repair of utilities, drainage facilities or Easements, including temporary inconvenience resulting therefrom, except to the extent such release is prohibited by applicable law.



Section 4.26. **Mining and Wind Towers.** No derrick, oil or gas well, refining operation, quarry, mine, mineral excavation, shaft, tunnel or similar activity or Structure is permitted on a Lot. No wind tower is permitted.

Section 4.27. **Power and Communication Lines.** Temporary overhead distribution or service lines are permitted during construction until permanent underground facilities are installed. Thereafter, overhead lines are prohibited except when reasonably necessary for emergencies or repairs.

Section 4.28. **Structural Changes.** No existing house or Structure may be moved onto a Lot unless it is new, complies with applicable codes and has been specifically approved in writing by the ARC. Once constructed, the exterior of a Structure shall not be materially altered without the ARC's prior written approval.

Section 4.29. **Mortgages.** A violation of this Declaration shall not defeat or invalidate a mortgage, deed of trust or other bona fide security interest previously created for value; however, this Declaration shall bind any person or entity acquiring title through foreclosure, deed in lieu of foreclosure or otherwise, subject to the lien-priority provisions contained herein.

Section 4.30. **Driveways and Sidewalks.** Driveways and parking areas shall be hard surfaced. Driveway approaches within City of Horace rights-of-way shall be cast-in-place concrete. The remainder of a driveway shall consist of cast-in-place concrete or interlocking paving stones unless another material is approved by the ARC. A driveway shall not extend beyond the width of the garage, and additional parking slabs are prohibited unless specifically approved by the Developer.

Section 4.31. **Mowing and Weed Control.** From and after closing on the purchase of a Lot from the Developer, the Owner is responsible for mowing and weed control. If the Owner fails to correct a mowing or weed-control violation after written notice, the Developer or its contractor may perform the necessary work and assess all costs against the Owner. Any amount not paid within thirty (30) days after billing shall incur a One Hundred Dollar (\$100.00) late fee and may become a lien against the Lot, together with attorneys' fees, costs and interest at twelve percent (12%) per annum or the highest rate permitted by law, whichever is less.

Section 4.32. **Improper Maintenance and Use.** If a Lot is maintained in a manner constituting a nuisance, substantially detracting from surrounding property, violating this Declaration or failing to satisfy an Owner obligation, the Developer or Association may give written notice describing the violation and requiring corrective action within fourteen (14) days. If timely corrective action is not taken and diligently pursued, the Developer or Association may enter the Lot and perform the necessary work at the Owner's expense. If the Developer or Association incur any attorneys' fees or costs related to action dealing with a nuisance, these amounts are to be paid by the Owner and will be part of any assessment lien. The resulting costs shall be payable upon demand and may be secured by an Assessment Lien. Each Owner grants the Developer,

Association and their respective agents an irrevocable license to enter the Lot for this limited purpose.

Section 4.33. **Burning.** Burning garbage, trash, trees, leaves, branches, construction material or similar items is prohibited. Fire pits are permitted if operated in compliance with applicable City of Horace ordinances and law.

Section 4.34. **Solar Panels.** No solar panels may be installed on a Lot or Structure without the ARC's prior written approval, to the extent such approval is permitted by applicable law.

Section 4.35. **Rentals.** Short-term rentals are prohibited. A "short-term rental" means any rental for less than one complete twelve (12)-month period to the same tenant. Subletting, successive leases, lease termination or another arrangement designed to circumvent this restriction is prohibited. A violation may result in a fine of up to Five Hundred Dollars (\$500.00) per day. For any permitted long-term rental, the Owner and tenant are each responsible for compliance with this Declaration and the Association Documents.

Section 4.36. **Joining of Lots.** Two or more Lots shall not be joined, combined or used as one Building Plot without the Developer's prior written approval.

ARTICLE V.

RIVER'S EDGE HOMEOWNERS ASSOCIATION

Section 5.1. **Membership and Control.** Upon completion of residences on all Residential Lots, or at any earlier time selected by the Developer in its sole discretion, the Developer may transfer governing control of this Declaration to the Association. Upon transfer, the Developer shall appoint an initial Board of three (3) Lot Owners, after which Directors shall be elected as provided in the Bylaws. Every Owner of a Residential Lot subject to this Declaration is a mandatory Member of the Association and is subject to assessment by the Association. Each Lot is entitled to one (1) vote. A person or entity whose interest exists solely as security for an obligation is not a Member. Prior to transfer of control, authority to create and enforce assessments remains with the Developer. The Developer may determine the Property will become part of an association involving adjoining property or other property in the River's Edge Additions, in addition to being a part of this Association. River's Edge Second Addition and River's Edge Third Addition have been combined to be one Association covering both Additions and any future additions that may be added.

Section 5.2. **Creation of Assessment Lien and Personal Obligation.** Each Owner, by accepting a deed or other conveyance of a Lot, whether or not expressly stated in the conveyance, covenants and agrees to pay all general and special assessments, charges, fines, interest and other amounts properly imposed by the Developer or Association. Each such amount constitutes a personal obligation of the Owner against

whom it becomes due and, to the extent provided herein, a continuing charge and lien against the applicable Lot.

Section 5.3. **Method of Assessment.** The Developer or Association shall establish the annual assessment in an amount sufficient to satisfy obligations imposed by this Declaration and shall establish the applicable due date or dates. Assessments may be collected annually or in monthly, quarterly or semiannual installments. Upon default in payment of an installment, the Developer or Association may accelerate the unpaid balance for the current year and all past-due amounts.

Section 5.4. **General Assessments.** General assessments shall be used for the improvement, maintenance and operation of roads for which the Association is responsible, trails, signs, mail facilities, Common Areas, parks, drainage facilities, Easements, perimeter landscaping, lighting, fencing, entrances and other facilities benefiting the Development. Each Residential Lot, whether improved or unimproved, shall be assessed at a uniform rate unless this Declaration expressly provides otherwise. Until a Lot is sold by the Developer, the Developer shall remain responsible for certified City special assessments and lawn care applicable to that Lot. A purchaser shall be responsible for assessments attributable to the purchaser's Lot for the full calendar year in which the purchase occurs.

Section 5.5. **Special Assessments.** In addition to general assessments, the Developer or Association may levy special assessments for construction, reconstruction, repair or replacement of capital improvements. Following transfer of control to the Association, a special assessment shall require approval of a majority of Owners voting in person or by proxy at a meeting properly called for that purpose. So long as the Developer owns any Lot, a special assessment also requires the Developer's written approval. A special assessment shall generally be allocated equally among affected Residential Lots; provided, however, an assessment relating solely to a private road, limited Common Area or other improvement benefiting fewer than all Lots may be assessed only against the Lots benefiting from or responsible for that improvement.

Section 5.6. **Surplus Funds.** The Developer or Association is not required to spend all assessments or other amounts received during the year in which received and may carry forward any surplus as a reserve. The existence of a surplus does not require reduction of a future assessment.

Section 5.7. **Enforcement of Assessments and Liens.**

Section 5.7.1. **Delinquent Accounts.** Delinquent assessments, together with interest at twelve percent (12%) per annum or the highest lawful rate, whichever is less, and all collection costs and attorneys' fees and costs, shall constitute a charge against the applicable Lot and may become a continuing lien against the Lot. Each amount is also the personal obligation of the Owner at the time it became due or who thereafter acquires an ownership interest in the Lot.



Section 5.7.2. **Claim of Lien.** If the Developer or Association elects to claim a lien, it shall first make demand upon the delinquent Owner at the Owner's last known mailing or email address stating the date and amount of the delinquency. If the delinquency remains unpaid ten (10) days after delivery of notice, the Developer or Association may record a Claim of Lien with the Cass County Recorder identifying: (i) the delinquent Owner; (ii) the legal description of the Lot; (iii) the amount due; (iv) the authority under this Declaration of the entity making the claim; (v) the amount claimed as a lien; and (vi) the demand previously made upon the Owner.

Section 5.7.3. **Attachment and Foreclosure.** Upon recording of a properly executed and acknowledged Claim of Lien, the lien shall attach to the Lot subject to applicable law. Separate defaults may be included in one Claim of Lien. The lien may be foreclosed by appropriate judicial action or in any manner authorized by North Dakota law for foreclosure of a real estate mortgage.

Section 5.7.4. **Priority.** An assessment lien shall be subordinate to a first mortgage or other mortgage recorded before the assessment lien. Foreclosure of a superior mortgage shall extinguish subordinate assessment liens to the extent required by law but shall not release the Lot or a subsequent Owner from assessments becoming due after the foreclosure or transfer.

Section 5.7.5. **Fines.** In addition to other remedies, the Developer or Association may levy a reasonable fine against an Owner who remains in violation after written notice. Unless another amount is stated in this Declaration, the fine shall be not less than Fifty Dollars (\$50.00) and not more than Five Hundred Dollars (\$500.00) for each violation. Each day a continuing violation exists may constitute a separate violation. Unpaid fines may be treated as a charge against the Lot and collected together with attorneys' fees, costs and lawful interest.

ARTICLE VI.

MAINTENANCE

Section 6.1. **Areas of Association Responsibility.** Until responsibility is assigned to the Association, the Developer shall be responsible for management and maintenance of signs, mail facilities, perimeter landscaping, lighting, decorative improvements, Common Area fencing, Common Areas, entrances and other improvements not assigned to an individual Owner or governmental entity. After transfer, those responsibilities shall be performed by the Association or its designated representative. The Developer or Association shall determine the appropriate level of maintenance, and no Owner or resident shall interfere with performance of such work.

Section 6.2. **Lots.** Each Owner shall maintain the Owner's Lot and all buildings, landscaping and other improvements in good condition and repair. Grass, shrubs, trees and landscaping shall be irrigated where appropriate, mowed, trimmed and maintained in an attractive condition. Dead landscaping shall be removed and replaced



as reasonably required. Yard equipment, wood piles and storage areas shall not be maintained in a manner readily visible from neighboring property or streets. Unimproved Lots shall be maintained in a weed-free and reasonably attractive condition after conveyance by the Developer.

Section 6.3. **Owner-Caused Maintenance.** If maintenance or repair of a Common Area is required because of the willful or negligent act of an Owner or the Owner's family, tenants, guests, contractors or invitees, the resulting cost may be assessed solely against that Owner and Lot.

Section 6.4. **Corrective Maintenance.** If a Lot is maintained or used in violation of this Declaration or in a manner that substantially detracts from surrounding property, the Developer or Association may provide written notice specifying the condition and requiring correction within fourteen (14) days. If corrective action is not timely taken and diligently pursued, the Developer or Association may enter the Lot and perform the necessary work at the Owner's expense. The Owner grants the Developer and Association an irrevocable license to enter for that limited purpose, and resulting costs may be assessed against the Lot.

Section 6.5. **Landscaping Plan.** If an Owner fails to timely install a tree required by the City of Horace, the Developer may install the tree and assess the Owner One Thousand Dollars (\$1,000.00) per tree for supplying and planting it. Each Owner shall submit a landscaping plan acceptable to the ARC and shall complete the approved landscaping within twelve (12) months after issuance of a certificate of occupancy, subject to a written extension of up to twelve (12) additional months granted by the Developer or ARC.

ARTICLE VII.

GENERAL PROVISIONS

Section 7.1. **Enforcement.** The Developer, Association and any Owner may pursue an action at law or in equity to prevent or remedy a violation of this Declaration and may recover damages or other relief permitted by law. The Developer or Association may enforce any valid lien in the manner permitted under North Dakota law.

Section 7.2. **No Waiver.** Failure to enforce any Covenant or restriction shall not constitute a waiver of the right to enforce that provision or another provision thereafter.

Section 7.3. **Developer Assessments.** The Developer, and thereafter the Association, may assess Lots within the Development for the improvement, maintenance and operation of signs, mail facilities, Common Areas, drainage areas and Easements, parks, utility Easements, perimeter landscaping, lighting, fencing, entrances and other common improvements. Except as otherwise provided herein, Lots shall be assessed uniformly. No assessment shall be imposed against a Lot while owned by the Developer, except an obligation expressly assumed by the Developer. Unpaid assessments may be secured and enforced as provided in Article V.



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Section 7.4. **Duration.** This Declaration and the Covenants shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Developer, Association, Owners and their respective heirs, successors and assigns for thirty (30) years after this Declaration is recorded. Thereafter, the Declaration shall automatically extend for successive ten (10)-year periods unless an instrument approved by the Owners of at least eighty percent (80%) of the Lots is recorded agreeing to modify or terminate the applicable Covenants. Easements intended by their terms to be perpetual shall remain perpetual notwithstanding amendment or termination of other provisions.

Section 7.5. **Severability.** Invalidity of any provision of this Declaration by judgment or court order shall not affect the remaining provisions, which shall remain in full force and effect to be enforced as closely as possible to the intended manner of enforcement.

Section 7.6. **Amendments.** Until the Developer has sold all Lots within the Development and records an affidavit expressly divesting itself of the right to amend this Declaration and the Bylaws, or December 31, 2040, whichever occurs first, the Developer may amend this Declaration, the Covenants and the Bylaws without Owner approval, subject to any limitation imposed by applicable law. It shall be conclusively presumed that the Developer has not relinquished architectural control or amendment authority unless and until such affidavit is recorded with the Cass County Recorder. Section 3.5.7, Section 3.5.11, Section 3.5.12, Section 3.5.13 and Section 4.25 may not be amended without the Developer's written consent. After the Developer relinquishes amendment authority, this Declaration and the Covenants may be amended by an instrument approved and signed in the manner required to evidence approval by Owners of not less than eighty percent (80%) of the Lot Owners and recorded with the Cass County Recorder. An amendment, modification or termination shall not become effective until recorded.

Section 7.7. **Additional Lands.** The Developer may subject additional land to this Declaration by recording an appropriate supplemental declaration or amendment. The reservation of this right does not obligate the Developer to subject any additional property to this Declaration or impose similar restrictions upon other property.

Section 7.8. **Developer Rights.** The Developer may grant, assign or convey its rights under this Declaration to the Association or another entity acceptable to the Developer. Unless earlier assigned or relinquished, the Developer's remaining rights shall vest in the Association when all saleable Lots in the Development have been built upon and landscaped in a manner acceptable to the Developer or ARC and the City of Horace, or July 1, 2055, whichever occurs later.

Section 7.9. **Bylaws.** The Bylaws of the Association are attached as Exhibit B and shall apply to the Association and all Residential Lots subject to this Declaration.

Section 7.10. **Conflicts.** In the event of a conflict between this Declaration and the Bylaws, this Declaration shall control. During the period in which the Developer



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retains amendment or other reserved rights, the Developer's rights expressly reserved in this Declaration shall control to the extent permitted by law.

Section 7.11. **Amendment and Restatement of Prior Declarations.** Upon recording, this Declaration amends, restates, consolidates and supersedes any Prior Declarations in their entirety with respect to the Property. References in deeds, contracts, mortgages or other instruments to any Prior Declaration shall thereafter be deemed references to this Declaration, as it may be amended from time to time. Notwithstanding the foregoing, no assessment, lien, violation, liability, right or obligation accrued before the effective date of this Declaration shall be extinguished solely by reason of this amendment and restatement.

Section 7.12. **Other Recorded Instruments.** Except for any Prior Declaration, this Declaration does not terminate, amend or supersede any separate easement, private-road agreement, declaration, restrictive covenant or other instrument of record affecting a particular Lot or portion of the Property unless this Declaration expressly states otherwise.

IN WITNESS OF ITS TERMS AND CONDITIONS, the Developer, acting pursuant to its authority to amend and restate the Prior Declarations, has caused this Declaration to be executed this 5th day of October, 2026.

DEVELOPER:

RIVER'S EDGE ESTATES, LLC
a North Dakota limited liability company

By: Donald A. Dabbert, Jr.
Its: Managing Member

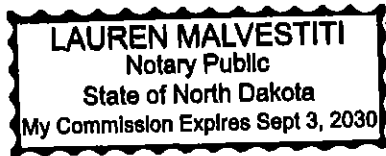
STATE OF NORTH DAKOTA)
 : ss.
COUNTY OF CASS)

On this 5 day of October, 2026, before me personally appeared DONALD A. DABBERT, JR., Managing Member of RIVER'S EDGE ESTATES, LLC, a North Dakota limited liability company, known to me or proved to me to be the person who executed the foregoing instrument on behalf of the limited liability company, and acknowledged that the limited liability company executed the same.

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Notary Public

SCHEDULE 3.5.4**STORAGE SHED AND ACCESSORY STRUCTURE REQUIREMENTS**

The requirements of this Schedule apply in addition to the requirements of the Declaration. All sheds and accessory Structures require the prior written approval of the Developer or ARC.

A. River's Edge Second Addition

1. No Sheds. No sheds are permitted on the following Lots in River's Edge Second Addition:
 - Block 8, Lots 13 through 26, inclusive; and
 - Block 9, Lots 2, 3, 5, 6 and 8 through 16, inclusive.
2. Twelve-Foot Sheds. Storage sheds having maximum dimensions of twelve feet by twelve feet (12' x 12' x 12') may be permitted, subject to ARC approval, on the following Lots:
 - Block 2, all Lots;
 - Block 3, Lots 2 through 6 and Lots 18 through 26, inclusive;
 - Blocks 4, 5, 6 and 7, all Lots; and
 - Block 8, Lots 1 through 10, inclusive.
3. Block 3, Lots 7 through 16. Accessory Structures on these Lots shall not exceed twenty-six feet (26') in overall height or the height of the principal Structure, whichever is less. Sidewall plate height shall not exceed sixteen feet (16'). Maximum accessory Structure area shall be:
 - Lots less than 8,400 square feet – 500 square feet;
 - Lots 8,401 square feet through 32,670 square feet – 840 square feet;
 - Lots 32,671 square feet through 1 acre – 2,000 square feet;
 - Lots 1.01 acres through 2 acres – 3,500 square feet;
 - Lots 2.01 acres through 3 acres – 4,500 square feet;
 - Lots 3.01 acres through 4 acres – 5,000 square feet;
 - Lots 4.01 acres through 5 acres – 5,500 square feet; and
 - Lots 5.01 acres through 10 acres – 6,000 square feet.

Measurements shall be taken from exterior walls and to the highest point of the roof.



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B. River's Edge Third Addition

1. No Sheds. No sheds are permitted on the following Lots in River's Edge Third Addition:

- Block 1, Lots 1 and 2.

2. Twelve-Foot Sheds. Storage sheds having maximum dimensions of twelve feet by twelve feet (12' x 12' x 12') may be permitted, subject to ARC approval, on the following Lots:

- Block 2, Lot 1, River's Edge Third Addition



SCHEDULE 3.5.7

MINIMUM RESIDENTIAL SQUARE FOOTAGE

Only above-grade finished living area shall count toward the minimum square-footage requirements. Garage area, patios, decks and porches are excluded. Split-level and bi-level residences are prohibited unless expressly approved in writing by the Developer.

A. River's Edge Second Addition

Block 8, Lots 18 through 26, inclusive:

- Rambler – 2,200 square feet;
- Two-story – 2,600 square feet.

Block 9, all Residential Lots:

- Rambler – 2,000 square feet;
- Two-story – 2,400 square feet.

Block 2, all Lots; Block 3, all Lots; and Block 8, Lots 1 through 17, inclusive:

- Rambler – 1,800 square feet;
- Two-story – 2,400 square feet.

Blocks 4, 5, 6 and 7, all Lots:

- Rambler – 1,600 square feet;
- Two-story – 2,400 square feet.

B. River's Edge Third Addition

Block 1, Lots 1 and 2::

- Rambler – 2,200 square feet;
- Two-story – 2,600 square feet.

Block 2, Lot 1:

- Rambler – 2,000 square feet;
- Two-story – 2,400 square feet.



EXHIBIT A

LEGAL DESCRIPTION

River's Edge Second Addition

All of River's Edge Second Addition to the City of Horace, Cass County, North Dakota, EXCEPT the property expressly excluded described as:

- Lot 17, Block 3, owned by the City of Horace Park District;
- Lot 4, Block 9, owned by the City of Horace Park District;
- Lots 7 and 17, Block 9, owned by the City of Horace; and
- Lot 11, Block 8, owned by the City of Horace Park District.

Kirkwood Drive

- Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 8, River's Edge Second Addition to the City of Horace, Cass County, North Dakota

Hebgen Drive

- Lots 2, 3, 5, 6, 7, 8, 9 and 10, Block 9, River's Edge Second Addition to the City of Horace, Cass County, North Dakota

River's Edge Third Addition

All of River's Edge Third Addition to the City of Horace, Cass County, North Dakota:

- Lots 1 and 2, Block 1; River's Edge Third Addition to the City of Horace, Cass County, North Dakota
- Lot 1, Block 2, River's Edge Third Addition to the City of Horace, Cass County, North Dakota



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EXHIBIT B

BYLAWS

RIVER'S EDGE HOMEOWNERS ASSOCIATION

RIVER'S EDGE HOMEOWNERS ASSOCIATION, a North Dakota nonprofit corporation (the "Association"), organized pursuant to N.D.C.C. Chapter 10-33 and its Articles of Incorporation (the "Articles"), hereby adopts the following Bylaws (the "Bylaws") for the administration and operation of the Association and the property subject to the 2026 Amended and Restated Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges including River's Edge Second Addition to the City of Horace, Cass County, North Dakota, and River's Edge Third Addition to the City of Horace, Cass County, North Dakota.

ARTICLE I.
DEFINITIONS

Section 1.1. **Defined Terms.** Capitalized terms used in these Bylaws and not separately defined herein shall have the meanings assigned to them in the 2026 Amended and Restated Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges for River's Edge Second Addition to the City of Horace and River's Edge Third Addition to the City of Horace, Cass County, North Dakota, as amended from time to time (the "Declaration"). The following terms shall have the meanings set forth below:

"Act" means the North Dakota Nonprofit Corporation Act, codified at Chapter 10-33 of the North Dakota Century Code.

"Articles" means the Articles of Incorporation of River's Edge Homeowners Association, as amended from time to time.

"Association" means River's Edge Homeowners Association, a North Dakota nonprofit corporation, and its successors, formerly known as River's Edge Second Addition to the City of Horace and now including River's Edge Third Addition to the City of Horace.

"Board" or **"Board of Directors"** means the Board of Directors of the Association.

"Declaration" means the Amended and Restated Declaration described above, as amended from time to time.

"Developer" means River's Edge Estates, LLC, a North Dakota limited liability company, and any successor or assign entitled to exercise the Developer's rights under the Declaration.



"Lot" means a Residential Lot subject to the Declaration, which is a part of the Property.

"Member" means an Owner of a Lot entitled to membership in the Association pursuant to the Declaration and these Bylaws.

"Owner" means the record owner, whether one or more persons or entities, of fee simple title to a Lot, including a contract seller, but excluding a person or entity whose interest is held solely as security for the performance of an obligation.

"Property" means the real property subject to the Declaration within River's Edge Second Addition and within River's Edge Third Addition to the City of Horace, Cass County, North Dakota.

ARTICLE II. MEMBERS AND VOTING

Section 2.1. Membership. Each Owner of a Lot shall be a mandatory Member of the Association, Membership is appurtenant to and may not be separated from ownership of a Lot. No person or entity other than an Owner shall be entitled to membership. The Developer shall be a Member for so long as it owns one or more Lots subject to the Declaration. The Developer will have one (1) vote for each Lot it owns. There shall be one class of membership.

Section 2.2. Transfer of Membership. Membership shall automatically transfer with title to the Lot to which it is appurtenant. Each new Owner shall notify the Association of the transfer and provide the Owner's current mailing address, email address and other contact information reasonably requested by the Association. Until the Association receives such notice, it may continue to carry the former Owner in its records. Transfer of membership shall not extinguish any assessment, lien, fine or other obligation previously arising against the Lot or any personal obligation of a prior Owner.

Section 2.3. Multiple Owners. If more than one person or entity owns a Lot, all such Owners shall collectively constitute one Member and shall be entitled to one vote attributable to the Lot. The Owners shall designate a single representative to exercise the voting rights of the Lot, and the vote may not be divided. If the Owners cannot agree upon the exercise of the Lot's vote, any Owner may request a determination by the Board. After providing the affected Owners a reasonable opportunity to be heard, the Board may determine the manner in which the voting rights attributable to the Lot may be exercised. A Director who is an Owner of the affected Lot shall not participate in that determination.

Section 2.4. Voting. Each Lot shall be entitled to one (1) vote. Except when a greater vote is required by the Declaration, Articles, these Bylaws or applicable law, an affirmative vote of a majority of the votes cast at a meeting at which a quorum is present shall constitute the action of the Members. No vote shall be cast with respect to a Lot owned by the Association. Developer has one (1) vote for each Lot Developer owns.



Section 2.5. Suspension of Voting Rights. If any assessment, fine or other amount owed to the Association with respect to a Lot remains unpaid for more than sixty (60) days after its due date, the Developer, while authorized to exercise such authority under the Declaration, or thereafter the Board may suspend the voting rights attributable to the Lot until all delinquent amounts are paid.

Section 2.6. Quorum. Except as otherwise provided in the Declaration, Articles, these Bylaws or applicable law, the presence in person or by proxy of Members entitled to cast more than fifty percent (50%) of the votes eligible to be cast shall constitute a quorum. Voting rights properly suspended pursuant to Section 2.5 shall be excluded when calculating the quorum requirement.

Section 2.7. Proxies. A Member may vote in person or by written proxy. A proxy shall be filed with the Secretary before the vote for which it is to be used. A person designated as proxy holder need not be a Member.

ARTICLE III. **MEETINGS OF MEMBERS**

Section 3.1. Place of Meetings. Meetings of the Members shall be held at a suitable location reasonably convenient to the Members as designated by the Developer while it retains control of the Association and thereafter by the Board.

Section 3.2. Annual Meeting. The date of the first annual meeting shall be established by the Developer. At the first annual meeting, the Members may establish a regular date for subsequent annual meetings, and if they do not, the Board may establish the date. A meeting of the Members shall be held at least annually. If no annual or regular meeting of the Members has been held during the preceding fifteen (15) months, Members entitled to cast at least twenty percent (20%) of the votes may demand a meeting by written notice to the President or, if there is no President, to any Director.

Section 3.3. Special Meetings. A special meeting of the Members may be called by the Developer while it retains governing control of the Association, by the President, by resolution of the Board, upon written request of at least two (2) Directors or upon written petition signed by Members entitled to cast at least twenty percent (20%) of the votes of the Association. The notice shall state the purpose of the meeting, and no business outside the stated purpose shall be conducted except as otherwise permitted by applicable law.

Section 3.4. Notice of Meetings. Notice of an annual meeting shall be provided to each Member not less than fourteen (14) and not more than thirty (30) days before the meeting. Notice of any other Member meeting shall be provided not less than seven (7) and not more than thirty (30) days before the meeting. Notice shall state the date, time, place and, when required, purpose of the meeting and may be delivered personally, by United States mail, by email or by any other method permitted by applicable law. Notice will be given by email. The Owner is responsible for providing an accurate email address to the Secretary of the Association.

Section 3.5. Adjourned Meetings. If a meeting cannot proceed because a quorum is not present, the Members present in person or by proxy may adjourn the meeting to a date not less than forty-eight (48) hours nor more than thirty (30) days after the original meeting date. No addition notice shall be required if the date, time and place of the adjourned meeting are announced before adjournment, except as otherwise required by law. A quorum shall be required at the reconvened meeting.

Section 3.6. Order of Business. Unless otherwise determined by the presiding officer of the Board, the order of business at an annual meeting of the Members shall be as follows:

- (a) Call to order and determination of quorum;
- (b) Proof of notice of meeting or waiver notice;
- (c) Approval of minutes of the preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of Directors, when applicable;
- (g) Unfinished business;
- (h) New business;
- (i) Open forum or Member comments;
- (j) Announcement of the date, time and place of the next annual meeting or organizational meeting of the Board, if then determined; and
- (k) Adjournment.

Section 3.7. Fair Voting Procedures. The following shall constitute minimum standards for voting by the Members:

- (a) All proxies shall be available for inspection before and during a meeting so that Members are afforded a reasonable opportunity to review and challenge the validity or counting of a proxy.
- (b) Mail ballots and proxies cast with respect to an election or other matter shall remain unopened until the time the votes on the applicable election or matter are counted and tallied.
- (c) In an election of Directors, each candidate or the candidate's designee may observe the counting and tallying of votes. With respect to another matter submitted to the Members, a reasonable



number of representatives supporting and opposing the matter shall be permitted to observe the counting and tallying of votes.

- (d) The results of each election and other matters submitted to a vote shall be announced before adjournment of the meeting and made available to the Members in written or electronic form with seven (7) days after the meeting.
- (e) A Member whose voting rights have been suspended because of a delinquency may reinstate the voting rights attributable to the Member's Lot by paying all amounts required to cure the delinquency, or providing satisfactory evidence of payment, to the Secretary, Treasurer or President before the meeting is called to order, unless the Board has adopted a different reasonable procedure and provided the affected Member written notice thereof at least fifteen (15) days before the meeting.

ARTICLE IV.

BOARD OF DIRECTORS

Section 4.1. Initial Board of Directors. The initial Board of Directors shall consist of three (3) persons appointed by the Developer. The Developer may fill any vacancy in a Director position appointed by the Developer. The initial Board shall have the authority to ratify the Bylaws that are in place through action of the Developer; elect officers; administer the affairs of the Association; establish a schedule of assessments which shall be effective until December 31 of the year in which the first annual meeting of the Association occurs; adopt the Rules and Regulations; enter into contracts on behalf of the Association; and exercise all other powers of the Board permitted by the Declaration, Articles, these Bylaws and applicable law. The initial Directors shall serve until their successors are elected or appointed and qualified in accordance with the Declaration of these Bylaws.

Section 4.2. Number and Qualifications. Following transfer of governing control from the Developer, the Board shall consist of three (3) Directors; provided, however, the number of Directors may be increased to five (5), or thereafter reduced to three (3), by affirmative vote of a majority of all Members eligible to vote, subject to any limitation in the Articles. A Director elected by the Members shall be an Owner or, if a Lot is owned by an entity, an officer, manager, member, partner or employee of that entity.

Section 4.3. Nomination. Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made by any two (2) Members in a written nomination delivered to the Secretary or by nomination properly made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a Director, and at least two (2) additional Members selected by the Chairperson. The Board shall appoint the Nominating Committee before each annual meeting, and its appointment shall be announced at the annual meeting. The Nominating



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Committee shall serve until the close of the next annual meeting and shall nominate at least as many candidates as there are Director positions to be filled.

Section 4.4. Term and Election. Directors elected by the Members shall serve for a term of one (1) year and until their respective successors are elected and accept office. Directors shall be elected by a majority of the votes cast by Members eligible to vote. There shall be no limit on the number of successive terms a Director may serve.

Section 4.5. Powers and Duties. Subject to the rights reserved to the Developer or Members under the Declaration, Articles or these Bylaws, the Board shall have all powers and duties necessary or appropriate for administration of the Association, including authority to enforce the Association Documents; levy and collect assessments, fines and charges; maintain Association property and improvements; adopt budgets and establish reserves; enter into contracts; employ managers, contractors and professionals; obtain insurance; maintain bank accounts; commence or defend legal proceedings; and adopt and enforce reasonable Rules and Regulations consistent with the Declaration.

Section 4.6. Vacancies. A vacancy in a Director position appointed by the Developer shall be filled exclusively by the Developer. Any other vacancy may be filled by action of the remaining Directors, whether or not the remaining Directors constitute a quorum, and the Director appointed shall serve for the remainder of the unexpired term.

Section 4.7. Removal of Directors. A Director elected by the Members may be removed, with or without cause, by a majority of the votes entitled to elect that Director at a meeting properly called for that purpose. The Director whose removal is proposed shall be given an opportunity to be heard before the vote. A Director appointed by the Developer may be removed or replaced only by the Developer while the Developer retains the right to appoint that Director.

Section 4.8. Organizational Meeting. The first meeting of the Board following an annual meeting at which Directors are elected shall be held within ten (10) days after the annual meeting. If the date, time and place of the organizational meeting are announced at the annual meeting, no additional notice to the Directors shall be required.

Section 4.9. Regular Meetings. Regular meetings of the Board may be held at such times and places as determined by the Board, but at least one regular meeting shall be held each calendar year. Written notice of a regular meeting shall be provided to each Director at least ten (10) days before the meeting. Notice may be provided by email.

Section 4.10. Special Meetings. Special meetings may be called by the President or Secretary and shall be called upon the written request of at least two (2) Directors. Notice by email shall be provided to each Director not less than seven (7) days before the meeting and shall state the date, time, place and purpose of the meeting, except that a shorter period may be used when reasonably necessary because of an emergency and permitted by applicable law.



Section 4.11. Open Meeting. Except as otherwise provided by the Act or the Declaration, meetings of the Board shall be open to Members. To the extent practicable, the Board shall give reasonable notice by email to the Members of the date, time and place of a Board meeting. Notice is sufficient if the date, time and place are announced at a prior meeting of the Members or Board. Advance notice is not required when an emergency requires immediate consideration of a matter by the Board.

Section 4.12. Remote Participation. A meeting of the Board or a committee may be conducted by telephone, videoconference or other means of communication through which all participants may simultaneously hear and communicate with each other such as Zoom or Microsoft Teams, provided any required notice has been given and the number of participating Directors is sufficient to constitute a quorum. Participation by such means constitutes presence at the meeting.

Section 4.13. Waiver of Notice. A Director may waive notice of a meeting in writing. Attendance by a Director shall constitute waiver of notice unless the Director attends solely to object, at the beginning of the meeting, to the transaction of business because the meeting was not lawfully called or noticed.

Section 4.14. Quorum and Voting. A majority of the Directors then serving shall constitute a quorum. The affirmative vote of a majority of the Directors present at a meeting at which a quorum exists shall constitute action of the Board unless a greater vote is required by the Declaration, Articles, these Bylaws or applicable law. If less than a quorum is present, the Directors present may adjourn the meeting until a quorum is present, and business that could have been conducted at the original meeting may be conducted at the adjourned meeting without additional notice if permitted by law.

Section 4.15. Proxies and Action Without a Meeting. Directors may not vote by proxy. Any action that could be taken at a meeting of the Board may be taken without a meeting when authorized in a writing signed by all Directors or by any other procedure permitted by applicable law.

Section 4.16. Compensation. Directors shall not receive compensation for serving as Directors but may be reimbursed for reasonable expenses incurred on behalf of the Association. The Board may authorize reasonable compensation to an officer, Director or other person for bookkeeping, recordkeeping, providing notices, providing minutes, management or other services performed in addition to ordinary duties as a Director.

Section 4.17. Committees. The Board may create and appoint one or more committees to investigate, administer or make recommendations concerning specific matters. The Board shall determine the membership and responsibilities of each committee. Directors may serve on committees. Except to the extent expressly authorized by the Board and permitted by applicable law, a committee shall report to the Board and shall not independently establish Association policy or exercise powers reserved to the Board.



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ARTICLE V. **OFFICERS OF THE ASSOCIATION**

Section 5.1. Officers. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer. The President and Vice President shall be elected from the Board. The Secretary and Treasurer may Directors. Any two or more of the offices of Vice President, Secretary and Treasurer may be held by the same person. The Board may appoint an Assistant Secretary or other officers as it determines appropriate.

Section 5.2. Election and Term. Officers shall be elected annually by the Board at its organizational meeting and shall serve at the pleasure of the Board until their successors are elected or until their earlier resignation or removal.

Section 5.3. President. The President shall be the chief executive officer of the Association and shall preside at meetings of the Members and Board. The President shall oversee implementations of resolutions and other actions of the Board and, when authorized by the Board, may execute leases, mortgages, contracts, deeds and other instruments on behalf of the Association.

Section 5.4. Vice President. The Vice President shall perform the duties of the President when the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board may designate another Director to act on an interim basis. The Vice President shall perform such other duties as may be assigned by the Board.

Section 5.5. Secretary. The Secretary shall maintain the minutes of meetings of the Members and Board; provide notices required by the Association Documents; maintain current membership records, including mailing and email addresses supplied by Members; maintain other corporate records assigned to the Secretary; and perform such other duties as may be assigned by the Board. The Board may authorize reasonable compensation for bookkeeping or recordkeeping services performed by the Secretary.

Section 5.6. Treasurer. The Treasurer shall oversee the Association's funds and financial records; maintain or supervise full and accurate accounts of receipts and disbursements; and cause Association funds to be deposited in the name of the Association in financial institutions selected by the Board. The Treasurer shall have authority to sign checks and conduct other financial transactions to the extent authorized by the Board, and the Board may delegate such authority to a manger or other agent. The Board may authorize reasonable compensation for bookkeeping or financial-record services performed by the Treasurer.



ARTICLE VI.

ANNUAL REPORTS

Section 6.1. Annual Reports. The Association shall prepare and provide or make available to each Member at or before each annual meeting a report concerning the affairs of the Association that includes:

- (a) a statement of any capital expenditures in excess of Five Hundred Dollars (\$500.00) approved by the Board for the current fiscal year and/or the succeeding two (2) fiscal years;
- (b) the balance of any revenues or replacement funds and any portion designated by the Board for a particular project;
- (c) a statement of revenues and expenses for the preceding fiscal year and a balance sheet as of the end of that fiscal year;
- (d) the status of any material pending litigation or unsatisfied judgment involving the Association;
- (e) a statement of insurance coverage maintained by the Association; and
- (f) the aggregate amount of past-due assessments against all Lots, determined as of a date not more than sixty (60) days before the annual meeting.

ARTICLE VII.

MISCELLANEOUS

Section 7.1. Right to Substitute Entity Representative. If a Director or officer serves because the Director or officer is an officer, employee, member, manager, partner or other representative of any entity that owns a Lot, the entity Owner may, by written notice to the Association, replace that individual with another qualified representative to serve for the unexpired portion of the applicable term, subject to any qualification imposed by the Declaration, Articles or these Bylaws. The designated representative must be approved by the Board before taking office.

Section 7.2. Indemnification of Directors and Officers. To the fullest extent permitted by the Act and other applicable law, the Association shall indemnify and defend each current or former Director or officer who is or is threatened to be made a party to a proceeding by reason of service in an official capacity with the Association, including payment or reimbursement of reasonable attorneys' fees and legal expenses, subject to the limitations imposed by law. The Association may obtain liability insurance for the Association and its Directors, officers, employees and agents.



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Section 7.3. Notice. The term "notice" shall have the meaning provided by the Act. Whenever notice is required by these Bylaws, notice may be provided by email or another method authorized by the Act, the Declaration or these Bylaws. Each Member is responsible for providing the Association with a current mailing address and email address.

Section 7.4. Amendment of Articles and Bylaws. The Developer retains the right to amend the Articles of Incorporation and these Bylaws under the Declaration until Developer has sold all Lots and recorded an affidavit divesting Developer of the right to amend these Bylaws or December 31, 2040, whichever occurs first. The Developer may exercise these rights to the extent permitted by applicable law. Until the first Board elected by Members following transfer of governing control by the Developer has been constituted, the Members shall not amend the Articles or these Bylaws. When Developer's right to amend these Bylaws has terminated, the Articles or these Bylaws may be amended by the affirmative vote or written consent of Members entitled to cast at least eighty percent (80%) of the total votes of the Association, subject to any consent or approval right retained by the Developer under the Declaration and any greater requirement imposed by the Declaration, Articles or applicable law.

Section 7.5. Conflicts. If these Bylaws conflict with the Declaration or Articles, the Declaration or Articles shall control, with the Declaration controlling as between the Declaration and these Bylaws.

Section 7.6. Inspection of Books and Records. Current copies of the Declaration, Articles, these Bylaws, Rules and Regulations, minutes of meetings and financial records of the Association shall be made reasonably available for inspection during reasonable business hours, upon reasonable notice, by any Member and by any prospective purchaser, lender, holder, insurer or guarantor of a mortgage to the extent entitled to such information under applicable law or the Association Documents. Inspection may occur at the Association's principal office or another reasonable location designated by the Secretary. Copies may be provided upon payment of a reasonable copying charge. The Association may also make such records available electronically or through an Association website. A reasonable fee will be charged for access to and/or copying of books and records.

Section 7.7. Financial Statements. Upon written request, the Association shall make a financial statement for the preceding fiscal year available to a Member or to the holder, insurer or guarantor of a first mortgage secured by a Lot. The financial statement shall be available within one hundred twenty (120) days after the end of the Association's fiscal year. One (1) copy per requesting party per year shall be provided without charge. The Association may also provide such information to a prospective purchaser, lender, holder, insurer or guarantor upon reasonable written request and with payment of reasonable fees.

Section 7.8. Notice of Mortgage. An Owner whose Lot is subject to a mortgage shall provide the Association with the name and address of the mortgagee and

such other information as the Association reasonably requests for its records. The Association may maintain such information in a record of mortgagees of Lots.

Section 7.9. Compliance. Each Owner, Member, tenant and occupant of a Lot, and any lender or holder of a mortgage secured by a Lot to the extent applicable to that party, shall be governed by and comply with the Declaration, Articles, these Bylaws and duly adopted Rules and Regulations, as amended from time to time.

Section 7.10. Rules and Regulations. The Developer, while retaining authority under the Declaration, and thereafter the Board, may adopt, amend and repeal reasonable Rules and Regulations concerning the administration, management, operation, maintenance, protection and use of the Property, Common Areas and other facilities or improvements administered by the Association. Rules and Regulations may address, among other matters, animals, parking, leasing and use of Common Areas and upkeep of all Lots within the Property. Copies of Rules and Regulations and material amendments shall be furnished or made reasonably available to the Members, including electronically or through an Association website; provided, however, inadvertent failure to furnish a copy shall not, by itself, invalidate an otherwise valid Rule or Regulation. Following transfer of governing control, the Members or Board may amend, modify or revoke a Rule or Regulation, or adopt an additional Rule or Regulation, by majority vote at a properly called annual or special meeting, subject to any approval or consent right retained by the Developer under the Declaration.

Section 7.11. Severability. If any provision of these Bylaws is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(Signature Page to Follow)



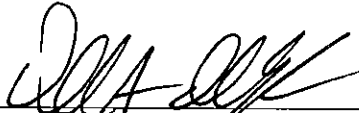
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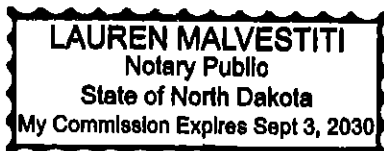
THE UNDERSIGNED, being the incorporator of River's Edge Homeowners Association, hereby adopts the foregoing as the Bylaws of the Association effective the 5th day of October, 2026.

**RIVER'S EDGE HOMEOWNERS
ASSOCIATION**


By: Donald A. Dabbert, Jr.
Its: Incorporator

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

On this 5 day of October, 2026, before me personally appeared DONALD A. DABBERT, JR., the incorporator of RIVER'S EDGE HOMEOWNERS ASSOCIATION, a North Dakota nonprofit corporation, known to me to be the person who executed the foregoing instrument on behalf of the Association and acknowledged that the Association executed the same.




Notary Public

(Signature Page to Bylaws of River's Edge Homeowners Association)