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**0250297**  
STUTS CO. REC.

JAMESTOWN, ND 58402-1727

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**STUTSMAN COUNTY RECORDER Doc #0250297**

I certify that this instrument was filed and recorded on 6/11/2025  
at 7:43 AM. Susan Koropatnicki, Recorder **Fee \$65.00**

By Tyler Jager - Deputy  
Recorded \_\_\_\_\_ Entered \_\_\_\_\_ Compared \_\_\_\_\_ Scanned \_\_\_\_\_

## DECLARATION OF COVENANTS AND RESTRICTIONS

EAST 30 SUBDIVISION  
STUTSMAN COUNTY, NORTH DAKOTA

### TO THE PUBLIC:

WHEREAS, East 30 LLP (hereinafter referred to as "Developer") is the owner and developer of land commonly known as East 30 Subdivision, located in the South Half of the Northwest Quarter of Section 24, Township 139 North, Range 69 West, Stutsman County, North Dakota, specifically, Lots 1 through 24, East 30 Subdivision.

WHEREAS, Developer, desires to preserve and protect the integrity of the development and has determined that each Lot within the development will be conveyed with certain restrictions, easements, and conditions, which are intended to ensure the quality and enjoyment of all Lots within East 30 Subdivision; and

WHEREAS, Developer desires to provide for the preservation and enhancement of property values, benefits, amenities and opportunities in East 30 Subdivision, and to this end desires to subject the property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said Development and each owner of the Lot or Lots within said Development; The development will be a private development and all amenities inside will be private including the road.

NOW, therefore, Developer declares that the property described as East 30 Subdivision is and shall be sold, transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions) hereinafter set forth, which Covenants and Restrictions shall run with the land, and any part thereof, and shall be binding on Developer, and its successors and assigns, and on all Lots of East 30 Subdivision and shall inure to the benefit of each Owner thereof. The

recording of this instrument in the office of the County Recorder of Stutsman County, North Dakota shall be notice thereof to any and all purchasers or Owners of Lots within the Development.

- 1) **GOVERNMENTAL RESTRICTIONS.** These restrictions shall be in addition to any and all governmental restrictions applicable to the subject property. To the extent that any local, county, state or federal law or regulation is more restrictive than these covenants the law or regulation shall control.
- 2) **SUBDIVIDING.** Except as provided herein, no Lots within the Development shall be further subdivided. However, it is agreed that a Lot may be split or subdivided so as to cause such subdivided Lot to become part of a directly adjoining Lot in the Development. In the event a Lot is so split and added to an adjoining Lot, under no circumstance shall the "split" Lot, or any part thereof, be conveyed to a third party other than the Owner of the directly adjoining Lot.
- 3) **SINGLE FAMILY LOTS.** All Lots in the development shall be used solely as single family residential lots except as specifically set forth in these Covenants.
- 4) **LAKE SIDE LOTS.**
  - a) Lake side lots are permitted to have up to 1 dwelling, 1 attached garage and 1 shed.
  - b) Dwelling. The Dwelling must meet the following requirements:
    - i) New stick-built, modular, or manufactured home with a minimum of 1000 square feet.
    - ii) All Modular/Mobile Homes must be skirted.
    - iii) Dwelling must be either constructed for the Lot either on site or moved onsite, or must be purchased new from a retailer.
    - iv) Floor plan must be approved by Developer/Association.
    - v) Be constructed in accordance with all applicable building codes. It is the lot owners' responsibility to follow all building codes.
  - c) All Structures. All structure, including Dwellings, must comply with the following:
    - i) No old stick built outside structures can be moved into the Development.
    - ii) Full 4-foot frost footings for stick-built structures and garage or engineered frost coverage meeting the requirements in the most current International Building Code.
    - iii) All exterior colors and materials of structures must match on each lot.
    - iv) No Pole Barn Tin/Metal or Ribbed Steel (Pro rib) is permitted. Acceptable Alternatives are: metal shingles and Double Horizontal Steel siding.
    - v) All buildings shall have a roof pitch of at least 3/12, including all outbuildings.
  - d) Setbacks. No structures may be placed in the setback areas.
    - i) A minimum front yard of 150 feet at any point. The front yard is deemed to be the property line adjacent to the water front as identified and determined by the Plat. In addition, no trees shall be permitted within this 150 feet.
    - ii) Side yards must be a minimum of 10 feet from the property line at any point.



- iii) A minimum back yard of 25 feet measured from the edge of the East 30 Road at any point.
- e) Garage. Up to 1 Garage attached to a dwelling per lot. The garage must be:
  - i) Stick-built.
  - ii) No larger than 1200 Square Feet.
  - iii) Exterior walls shall not exceed 12 feet in height.
  - iv) All garages must have full 4-foot frost footings or engineered frost coverage meeting the requirements in the most current International Building Code.
  - v) All garages must have a poured concrete floor.
  - vi) All garages must be constructed of new material on-site.
- f) Shed. Up to 1 Shed per lot.
  - i) No larger than 12' x 16' per lot.
  - ii) Exterior walls shall not exceed 10 feet.
  - iii) Must be on a poured concrete pad.
  - iv) all sheds must be constructed of new material on-site.

5) BACK LOTS.

- a) Can have up to one of following combination of structures:
  - i) 1 dwelling, 1 attached garage, and 1 shed. Dwellings, attached garages, and sheds must meet the requirements set forth in Section 4, except as specified below;
  - ii) 1 dwelling and 1 detached garage which shall meet the requirements set forth in Section, except as set forth below; or
  - iii) 1 pole barn as set forth below.
- b) For all structures permitted on the Back lot:
  - i) Pole Barn steel can be used on back lots. Metal exterior construction must match the standard of ordinary construction. Must use all materials associated with the steel construction;
  - ii) Permitted septic systems must be placed behind the dwelling or pole bard (i.e. in back yard);
  - iii) Exterior materials on structures can be of different type, but colors must match as close as possible; and
  - iv) All buildings shall have a roof pitch of at least 3/12, including all outbuildings.
- c) Setbacks. No structures may be placed in the setback areas.
  - i) Front yards must be a minimum of 25 feet as measured from the closest edge of the East 30 Road at any point.
  - ii) Side yards must be a minimum of 10 feet from the property line at any point.
  - iii) Backyard must be a minimum of 25 feet measured from property line at any point.
- d) Detached Garage. A detached garage must conform to the following:
  - i) Size is not specified, but shall not contain any living quarters;
  - ii) Post frame or stick-built;



- iii) Any sewer must have full 4-foot frost footings or engineered frost coverage meeting the requirements in the most current International Building Code;
  - iv) have a poured concrete floor; and
  - v) must be constructed of new material on site.
- e) Pole Barn. A pole barn must conform to the following:
  - i) Either be post Frame or Stick Built;
  - ii) Can be built for storage;
  - iii) Can be built with living quarters;
  - iv) Any living quarters or sewer must have full 4-foot frost footings or engineered frost coverage meeting the requirements in the most current International Building Code;
  - v) Concrete is only needed where there is living space; and
  - vi) Dirt floor is acceptable for storage space;
- 6) CAMPERS. Up to Two Campers may be allowed on one lot during Construction. Upon completion of the dwelling, Campers must be removed within 30 days. Should owner fail to complete construction on the dwelling within one year, owner shall remove all campers within 30 days unless owner has received an extension from the Association. Except as set forth above, no Campers are permitted in the Development except for Lot 24 or contained in a fully enclosed building.
- 7) PLAN APPROVAL-ARCHITECTURAL REVIEW. In order to ensure the development of East 30 Subdivision is a desirable residential and recreational environment and to control the improvements and structures thereof, it is agreed that no building, fence or other structure shall be erected, placed or altered on any lot until building plans, specifications and plot plan showing the location and placement of such building, fence or structure on the lot has been approved in writing by the Developer/Association. Review by the Developer/Association shall include the review of plan design, placement on the Lot, and all exterior materials. If plans are denied by the Developer/Association, then said proposed structure shall not be erected. If within forty-five (45) days of Developer/Association receipt of the proposed plan, the Developer/Association should fail to approve or disapprove such plan, approval of the plan shall be deemed to have been granted by the Developer/Association, on 'the condition that such plans and specifications comply with the remaining terms and provisions of these Covenants and Restrictions.
- 8) COMPLETION OF IMPROVEMENTS. The total construction time period shall not exceed one-year from the date construction commences. Construction shall be deemed complete upon the issuance of an occupancy permit. Extensions within reason can be given by the Developer/Association. Association may set shorter construction timelines for sheds, maintenance or repairs. Upon substantial completion of construction, all unused building material and temporary construction shall be removed from the Development within 60 days. The portion of the surface of a Lot that is disturbed by excavation shall be graded and finished landscaped. Seeding, mulching, and other soil erosion measures shall be completed within 30



days of substantial completion with reasonable weather-related extensions permitted.

- 9) LOT MAINTENANCE. All Lots, whether or not structures are built thereon, shall be maintained by the Owner thereof. Such maintenance shall include, at a minimum, the mowing of grass, weed control and waterfront maintenance. Grass will be no taller than 8 inches. Developer/Association shall have the right to hire out mowing and weed control of lots at lot owner's expense after providing the lot owner with written notice by mail or posting conspicuously on a door of the primary structure on the Lot.
- 10) IMPROVEMENTS AND OUTBUILDINGS. All outbuildings shall be constructed of the same exterior siding, trim, and roofing material as the principal dwelling. Without the express prior written consent of Developer/Association, no outbuildings shall be constructed or placed on any Lot until after the completed construction of the dwelling. Lots which will only contain a pole barn as permitted is exempt from this Section.
- 11) ORNAMENTAL FENCES. Fences up to six (6) feet in height may be constructed around the rear and side yard of Lots, only. Fences may not extend forward (lakeside) of any part of the dwelling. Chicken wire, sheep fence, wood, wood pallet, electrified, barbed and woven wire fencing shall not be allowed. Fence materials shall consist of low no maintenance materials (i.e. vinyl, metal or fiberglass).
- 12) CHANGING OF LOT DIMENSIONS. The Developer shall have the right to change, alter, adjust, or re-adjust the dimensions of any Lot owned by the Developer in the development.
- 13) EASEMENTS, UTILITIES. The Developer shall cause electric distribution lines and rural water to be installed within the easement corridor as depicted on the plat of the project. Easements are reserved over the Lots for utility installation and maintenance, as provided in the plat of the Development. Each Owner shall maintain the surface area of easements within his/her lot. No structures are to be constructed or placed within any easement corridor. Public utilities shall have the right to trim or remove any trees, bushes, or other plants of any kind within a utility easement corridor, which in the opinion of the utility company, interferes with the facilities or is necessary for the installation, re-installation, repair, replacement, maintenance, or removal of utility facilities in any utility easement corridor. Except as provided herein, each Lot Owner shall have the right to make use of the easement corridor as the same lies on his/her Lot, to the extent such use is not inconsistent with the easement rights described in these covenants or as otherwise set forth in any recorded easement. It shall be the responsibility of the Lot Owner to comply with any restrictions or obligations of a recorded easement.
- 14) LOT UTILITIES. Each Lot owner shall be responsible for the maintenance and repair of all water lines, sewer lines/septic systems and drainage. All services utilities on



each Lot shall be continuously maintained and repaired by the Lot owner except as otherwise provided in Section 13 or if such maintenance and repair is the responsibility of a public authority or utility company.

15) **PRESERVATION AND CONSERVATION OF WETLANDS.** The property is subject to an easement for the maintenance of wetlands. No property lot shall be allowed to change the natural conditions of wetlands, including but not limited drainage of wetlands. Should any lot owner desire to make modifications it must obtain Developer/Association's approval and approval all relevant authorities. Contact Developer/Association to review the wetland map.

16) **COMMERCIAL USE OF DWELLING.** Commercial use of a lot is only permitted under the following circumstances:

- a) Owner may rent out property. (Night, Weekend, Week, etc.)
- b) Owner shall be responsible for those that lease the property.
- c) Owner shall not build multiple apartments, dwellings, or other permanent or temporary structures intended to house separate units on a lot to have multiple renters a once.

17) **LIVESTOCK, PETS.** No animals or poultry shall be raised, bred, or kept on any Lot except domestic dogs, cats, and birds, provided they are not kept, bred, or maintained for any commercial purposes. All animals shall be maintained by the Lot Owner so as not to become offensive to neighbors or the community on account of noise, odor, unsightliness, or any other reason. The Owner shall take all necessary steps to ensure that any pet will not interfere with the use and enjoyment of any other Lot within East 30 Subdivision. All pets shall be either maintained on a leash or otherwise restricted to the owner's Lot so as not to run at large. All pet waste shall be immediately picked up and deposited in an appropriate refuse or similar depository. In no event shall pet waste remain for more than 24 hours. Developer/Association shall have the right to hire out pet waste removal at lot owner's expense after providing lot owner with written notice by mail or posting conspicuously on a door of the primary structure on the Lot.

18) **TRADE OR ACTIVITY.** Except as set forth herein, no noxious or offensive trade or activity shall be carried on upon any lot in the Development nor shall anything be done thereon, which may be, or become an annoyance or nuisance to the neighborhood, excepting ordinary construction activities. The Developer, in the Developer's sole and absolute discretion, shall have authority to determine what is or is not a noxious or offensive trade or activity until such time management is transferred to the Association. The Association may then regulate the same. No commercial vehicles shall be allowed on the Development unless stored fully within a garage or approved outbuilding.

19) **SIGNS.** No signs of any kind shall be displayed to the public view on any Lot in the Development except as follows:

- a) For Sale or lease sign. Not more than five (5) square feet in area;



- b) The Developer, during the development of East 30 Subdivision, shall be authorized to install signage concerning the development and marketing of the Development; or
- c) Sign with lot number, name, and address. Not more than five (5) square feet in area.

20) **SANITARY SEWAGE DISPOSAL.** Sanitary waste shall only be discharged to a sanitary sewer approved by the appropriate local, county or state official/department and must conform to all township, county, state and federal rules, regulations, statutes, and codes. All sanitary sewage disposal systems shall meet the following requirements:

- a) All sewage drain field must be set back from the water as required by Central Valley Health;
- b) Location of Sewer System must be specified on submitted lot layout plans;
- c) Sewer systems must be capped and sealed to prevent odor. However, no Cement Covers allowed; and
- d) Central Valley Health has jurisdiction over septic systems. Lot owners must obtain all necessary permits and submit to any inspections.

21) **AGRICULTURAL USE OF ADJACENT LAND.** The Owners of all Lots within the Development are notified that neighboring property is, has been, and may continue to be used for agricultural purposes; which purposes do not necessarily conform to or compliment the residential or recreational use of the Lots within East 30 Subdivision. Developers do not own and cannot control the use of any neighboring property. All owners of Lots within the Development shall be deemed to acknowledge the existing agricultural uses and production may continue to occur on land adjacent to this Development and that the agricultural activities may include, but not be limited to, hay land, livestock grazing, the growing and irrigating of various crops, crop spraying with herbicides, fungicides, and pesticides, both from the ground and ariel spraying. The Owners of Lots within the subdivision acknowledge the Developer shall not be liable for conditions which exist or may exist in the future as a result of ordinary and customary farming practices or any other potential uses of adjacent property.

22) **ROADS.** The Association shall be responsible for the maintenance of the road constructed or to be constructed for the Development. Developer shall put in a gravel road. Should the Association later desire to make improvements of any roads, those shall be at the cost of the Association. Each Owner shall be responsible for such owner's proportionate share based upon the number of Lots owned by such owner. In addition:

- a) No vehicles, trailers or other Items shall be parked or stored on the roadway at any time. Any such vehicles may be immediately towed at the owner's expense; and



- b) In the event the installation of utility service requires the crossing of a roadway, such utilities shall be installed by underground directional boring at a minimum depth of 6 feet.

23) CAMPGROUND. The Developer has designated Lot 24 as a commercial Campground. This Campground will contain designated spots for Campers who may rent camp spots on a daily, weekly, or seasonal basis. This Campground shall be exempt from the following covenants: 3-6 10,16, 18, and 19. The Developer/Association shall have the authority to create and enforce regulations for the use of the Campground.

24) PRIVATE BEACH ACCESS. The Developer has designated Lot 14 as the Development's beach which is available for use by all Lot owners, their invitees, and Campers. Beach Access is not open to the public. The Association shall maintain the Beach Access and may set regulations for its use. This Beach Access shall be exempt from the following covenants 3-6 10,16, 18, and 19. The Developer/Association shall have the authority to create and enforce regulations for the use of the Private Beach Access.

25) MISCELLANEOUS PROVISIONS.

- a) The Association may set regulations for the peaceful, quiet enjoyment of all lot owners. This may include, but not limited to, regulations on use of boats, docks, private roads, fire pits, use of fertilizer, use of porta-potties, etc. in addition to the covenants set forth in this Agreement and as set forth below. The Association may enact more stringent regulations than set forth below.
- b) Repairs on Campers, Trailers, Structures, etc.
  - i) Any item on a lot that sustains damage will be required to be repaired to its original state or be removed. If the repairs cannot be completed within 90 days, Owner shall request approval for a longer timeframe from the Association who shall allow for a reasonable extension.
  - ii) Any repair, must conform to all requirements as stated in covenant and must be approved by the Developer/Association.
  - iii) Association will have the authority to require property to be repaired. This authority includes the ability to conduct an investigation, to determine if repairs are needed, to set a timeline for repair, and to enforce the same.
- c) Storage on lots.
  - i) Shipping Containers and Semi-Trailers are not allowed.
  - ii) All non-running vehicles and equipment must be stored in a fully enclosed building. During construction this regulation shall not apply, however the Developer/Association may regulate the same. This regulation does not apply to vehicles owned by guests or invitees who stays do not exceed two weeks.
  - iii) All lots shall be kept in a neat and tidy manner. The Developer/Association may regulate the accumulation of junk to maintain the aesthetics of the subdivision and property values.



- iv) Flatbed trailers or enclosed trailers for hauling equipment and supplies can be on the lot for short periods of time as proscribed by the Association. Otherwise, flatbed trailers or enclosed trailers are only permitted inside a fully enclosed building.
  - d) Satellite dishes with a diameter of less than 24 inches shall be allowed. Clothes lines, playground equipment, waste containers, kennels, propane tanks and all fencing, if any, shall be placed, if at all, no closer than 150 feet from the lakeside property line of any given lot.
  - e) No antenna other than regular medium wave radio or television, very high frequency or ultra high frequency antennas not exceeding eight (8) feet over the roof line shall be installed on any Lot. No other electronic transmitting or receiving devices shall be allowed, except for satellite reception dishes.
- 26) VIOLATION. Violation of any restriction or condition or breach of any covenant, agreement herein contained or subsequently regulated by the Developer/Association as authorized by the covenants shall empower or authorize the Developer/Association, and its successors and assigns, in addition to all other remedies provided by law, the right to enter upon the land upon which such violation or breach exists or reasonably believes exists to investigate, and summarily abate and remove, at the expense of the Owner thereof, any erection, thing or condition that may exist contrary to the intent and meaning of the provisions of these Covenants and Restrictions and the Developer/Association and its successors and assigns shall not thereby be deemed guilty of any trespass for such entry or abatement or removal. Developer/Association, its agent, successors and assigns may issue fines, place liens or take any other action allowed at law or in equity to enforce these covenants. Any remedy listed above shall not be exclusive, but may be conducted in addition to the remedy(ies) available under this Section.
- 27) LOT OWNER'S ASSOCIATION. All Lot Owners agree to become members of the East 30 Homeowners Association ("Association"), which shall consist of and exist for the benefit of all persons who shall own Lots in the Development. The Association shall have the authority to establish rules, regulations, voting procedures and policies for the betterment of the Association, including the authority to make and enforce regulations pertaining to the building and use restrictions as stated in these Covenants and Restrictions. The Association shall be allowed to set annual or more frequent dues to offset the costs of the Association including its maintenance obligations and enforcement of these Covenants and Restrictions. The Association may further assess any or all of such costs onto the Lot owners. The Association shall be organized as a non-profit corporation, on a non-stock or membership basis, for a perpetual term under the laws of the State of North Dakota. The Developer will be responsible for initially forming the Association and manage the board. The Association will assume the responsibilities over the board when the Developer sells either 85% of the Lots or conveyed to third parties, or thirty (30) days after the Developer elects to waive the right of control over the association board.



28) MEMBERSHIP IN THE ASSOCIATION. Membership in the Association shall be mandatory for each Owner and any subsequent Owner of Lots in the Development. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Each Lot will be entitled to one (1) vote, notwithstanding the number of persons who hold ownership interest in the lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

29) ASSESSMENTS. Each Lot owner shall be deemed to have accepted the dues or assessments of the association on an annual or more frequent basis as determined by the Association to offset the costs for capital improvements levied by the Association which shall be exclusively used towards providing services to promote the health, safety, welfare, and recreation of the lot owner(s). Assessments may include and the Association shall acquire and pay for out of the funds derived from such assessments, the following:

- a) Maintenance of any roadways, water lines, sewer lines, and drainage, however nothing shall require the Association to maintain utilities located within individual lots.
- b) Other maintenance and repair of property owned or managed by the Association as may be deemed appropriate by the Association.
- c) Liability insurance insuring the association against any and all liability to the public, to any owner or owners, or to the invitees or tenants of any owner or owners arising of their occupation or use of property managed by the Association (I.e. roadways and private beach access). The policy shall be set by the association and shall be revised at least annually and increased or decreased in the discretion of the association.
- d) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments that the association is required to secure or pay pursuant to the terms of this declaration of by law, or which shall be necessary of property in the opinion of the Association for the benefit of Lot owners or for the enforcement of the residential easements, covenants, conditions and restrictions.
- e) In the event the need for maintenance or repair is attributable to the negligent act or omission of a Lot owner, his family, agents, assigns, guests or invitees, the costs of such maintenance or repairs may be added to and become part of the assessment to which such Lot and Lot owner is subject as determined by the Association.

In addition to these assessments, the association may levy in any assessment year a capital improvement assessment applicable to that year only for the purpose of



defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement. Any such capital improvement assessments must be approved by seventy percent (70%) of the Members of the Association.

Written notice of any meeting called for the purpose of taking any action authorized for special assessments for capital improvements shall be sent to all members not less than 30 nor more than 60 days in advance of such meeting. In the event the proposed action is favored by the majority of votes cast at such meeting, but less than 70% present of all members, members who were not present in person or by proxy may give their assent in writing 21 days after the date of such meeting.

All assessments must be fixed at a uniform rate for all lots. The Association shall fix the amount of the monthly assessment against each lot at least 30 days in advance of the due date of such assessment and shall fix the dates such amounts become due. The notice of the assessment shall be sent to every owner subject to such assessment. Any assessment not paid within 30 days after the due date shall be deemed in default and shall bear an interest rate at the then current judgment rate in Stutsman County. The Association may bring action at law against the owner or owners personally obligated to pay such assessment, may place a lien against the Lot and foreclose the same. No owner may waive or otherwise escape liability for any assessments provided for in this declaration by nonuse.

Any assessment provided for in this declaration shall be subordinate to the lien of any first mortgage. A sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to a mortgage foreclosure or any proceeding in lieu of such foreclosure, shall extinguish the assessment lien as to payments that become due prior to such sale or transfer. However, no sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien of such assessments. Further, no breach of any of the conditions contained these covenants or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for the value as tot the subdivision or any unit in the subdivision; provided however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, otherwise.

### 30) DEVELOPER RIGHTS.

- a) Unsold Developers lots/property may be used for hay or crop. The Association will not restrict access to the lots/property and will allow the agricultural use.
- b) East 30 LLP's unsold lots will participate in the Association and Covenants.
  - i) Each unsold lot will retain 1 vote in Association business.
  - ii) Each unsold lot will not be required to pay Association dues or assessments until sold to a third party.
- c) Developer retains the right to manage the common properties (Common Property to the Development include: land under the Water, roads, right of way easements, ditches, or any additional property as assigned, etc.) until such



properties are conveyed to the association. Once conveyed to the Association, the Association shall manage the common properties per these covenants and restrictions as amended and the by-laws of the Association.

- d) Developer retains the right to bill the Association for improvements, maintenance and expenses incurred on common properties until the Association and Developer come to terms on the common properties and the Association assumes the responsibilities of the common properties.
- e) No Association vote can change Developers Rights.

31) AMENDMENT. Except as provided herein, these restrictions and by-laws may be amended by the Developer, unilaterally, until 85% of the lots in the Development have been conveyed to third parties. Except as provided below, thereafter, these covenants may be amended by the signature of the Owners of 66% of the Lots in the Development. However, during the fifteen (15) year time period commencing with the date these Covenants and Restrictions are first filed with the Stutsman County Recorder, these Covenants and Restrictions shall be revised or amended only with the express written consent of East 30 LLP, its successors or assigns.

32) SEVERABILITY OF COVENANTS AND RESTRICTIONS. Each restriction and clause herein is intended to be severable. In the event that any one of which is, for any reason, found unenforceable, it shall not affect the validity or enforceability of the remaining covenants and restrictions.

33) BINDING EFFECT OF COVENANTS AND RESTRICTIONS. The provisions of these Covenants and Restrictions shall be covenants running with the land, binding upon the heirs, personal representatives, successors and assigns of the Developer, the Association, and the individual Lot Owners in East 30 Lake Subdivision, and such persons are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them for any violation thereof. Failure by the Developer, the Association, any Lot owner or their successors or assigns shall not in event be deemed a waiver of the right to do so at a later date.

34) LAW AND VENUE. These covenants shall governed be by, construed, and enforced in accordance with the laws of the State of North Dakota, with venue to be in Stutsman County District Court.

IN WITNESS WHEREOF, the East 30 LLP have caused these presents to be signed this 5 day of June, 2025.

  
Cameron Schlecht, Partner

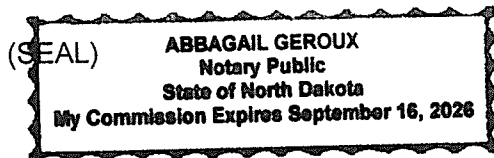


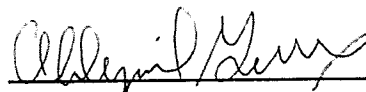
(STATE OF NORTH DAKOTA)


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COUNTY OF STUTSMAN)

On this 5<sup>th</sup> day of June, 2025, before me, a notary public, personally appeared Cameron Schlecht, partner in East 30 LLP, known to me to be the person described in the foregoing instrument and severally acknowledged to me that he executed the within and foregoing Instrument.



  
\_\_\_\_\_  
Notary Public

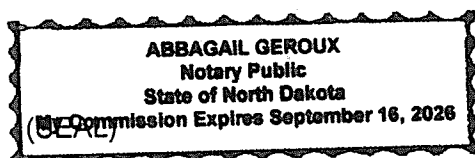
  
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Dacotah Dockter, Partner

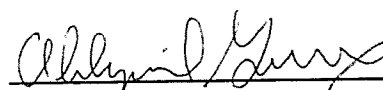
(STATE OF NORTH DAKOTA)

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COUNTY OF STUTSMAN)

On this 5<sup>th</sup> day of June, 2025, before me, a notary public, personally appeared Dacotah Dockter, partner in East 30 LLP, known to me to be the person described in the foregoing instrument and severally acknowledged to me that he executed the within and foregoing Instrument.



  
\_\_\_\_\_  
Notary Public

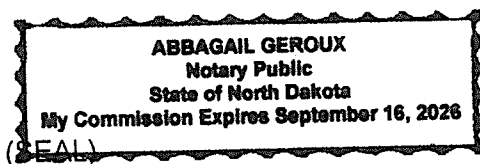


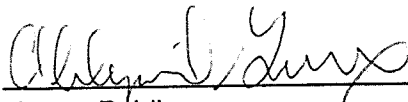
  
Tyler Schlecht, Partner

(STATE OF NORTH DAKOTA)

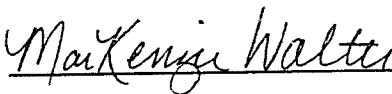
COUNTY OF STUTSMAN)

On this 5<sup>th</sup> day of June, 2025, before me, a notary public, personally appeared Tyler Schlecht, partner in East 30 LLP, known to me to be the person described in the foregoing instrument and severally acknowledged to me that he executed the within and foregoing Instrument.



  
Notary Public

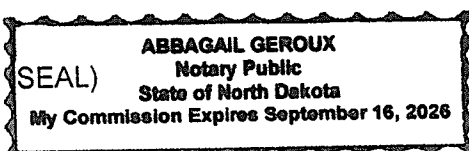
  
Thomas Walter, Partner

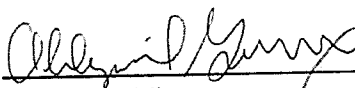
  
Mackenzie Walter, Partner

(STATE OF NORTH DAKOTA)

COUNTY OF STUTSMAN)

On this 5<sup>th</sup> day of June, 2025, before me, a notary public, personally appeared Thomas Walter and Mackenzie Walter, partners in East 30 LLP, known to me to be the persons described in the foregoing instrument and severally acknowledged to me that they executed the within and foregoing Instrument.



  
Notary Public

