



1570898

Page: 1 of 13
9/6/2019 9:12 AM
AMRST \$65.00

RIVER'S EDGE ESTATES LLC

**PRAIRIE VIEW ADDITION
FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, LIENS
AND CHARGES**

A Document Entitled Prairie View First Addition Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges dated October 5, 2015, was recorded with the Cass County Recorder on October 6, 2015 as Document No. 1460050. This will hereinafter be referred to as the "Declaration."

River's Edge Estates LLC is the Developer pursuant to the Declaration River's Edge Estates LLC remains the Developer and Owner of multiple undeveloped and unsold Lots on the Property.

This **FIRST AND RESTATED PRAIRIE VIEW ADDITION DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, LIENS AND CHARGES** (hereinafter, "First Amended Declaration") is dated September 6, 2019, and is adopted and approved by River's Edge Estates LLC as Developer.

The Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the Declarations, Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges (sometimes referred to as the "Covenants and Restrictions") set forth in this First Amended Declaration. This First Amended Declaration replaces the Declaration recorded as Document No. 1460050 in its entirety.

ARTICLE I.

DEFINITIONS

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

1. "Lot" shall mean a Lot as set forth in the Plat of Prairie View Addition recorded with the Cass County Recorder as Document No. 1448906.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.
3. "Building Plot" shall mean and consist of one or more Lots or one Lot and a portion or portions of adjacent Lots which have the same Owner. A Building Plot may never consist of less than one entire Lot as set forth in the Plat of Prairie View Addition, recorded as Document No. 1448906 with the Cass County Recorder.



- 4. "Family" shall mean one or more persons living in a residential building as a single housekeeping unit and shall exclude a group or groups of persons where three (3) or more persons thereof are not related by blood, adoption or marriage.
- 5. "Developer" shall mean and refer to River's Edge Estates, LLC, its successors and assigns, if any successors or assigns shall acquire a majority of the undeveloped Lots for the purpose of development.
- 6. "Property" shall mean that real property described more specifically in Article II of this Declaration. The Property was platted as Prairie View Addition. In the Declaration it was alternately referred to as "Prairie View Addition" and "Prairie View First Addition." The terms were used interchangeably. The correct reference is to "Prairie View Addition."
- 7. "Declaration" shall mean the covenants, conditions, restrictions, reservations, easements, liens and charges set forth in this First Amended Declaration, as may from time to time be amended.
- 8. "Residential Lots" shall mean all Lots within Prairie View Addition, as shown on the Plat of Prairie View Addition, are Residential Lots, except for Lot 12, Block 4 of Prairie View Addition which is subject to restrictions as set forth in Article III.

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION

The Property which is and shall be held, transferred, sold, conveyed and occupies subject to this Declaration is described as follows:

Lots 1-31, inclusive, Block 1; Lots 1-10, inclusive, Block 2; Lots 1-13, inclusive, Block 3, and Lots 1-23, inclusive, Block 4 of Prairie View Addition to the City of Horace, Cass County, North Dakota.

Prairie View First Addition to the City of Horace, Cass County, North Dakota. All of which real property shall hereinafter be called the "Property."

ARTICLE III.

ARCHITECTURAL CONTROL

- 1. **Prairie View First Addition Architectural Review Committee.** It is hereby established the Prairie View First Addition Architectural Review Committee ("Review Committee") for the Property which shall be comprised of the Developer or its appointed architect until the time that residences have been constructed and completed on all properties, or until the time the Developer decides to divest itself



1570898

Page: 3 of 13
9/6/2019 9:12 AM
AMRST \$65.00

RIVER'S EDGE ESTATES LLC

of responsibility for Architectural Control. When such control is relinquished, the responsibility shall be vested in a committee comprised of three Owners, who shall be elected by a majority of the Lot Owners whether at a meeting or by written ballot. The elected committee shall, at that time, adopt a meeting schedule and rules of operation. It shall be conclusively presumed that there has been no complete construction upon all properties or that the Developer has not divested itself of responsibility for Architectural Control until and unless there is a sworn affidavit placed of record with the Cass County Recorder from the Developer stating that one or the other of said factual circumstances exists.

2. **Procedure for Submission of Plans and Specifications.** Two (2) copies of Plans and Specifications for any planned structure (for which receipt must be acknowledged in writing or electronically) must be submitted to the Review committee prior to the commencement of any construction, including any excavation. Approval or disapproval of those plans and specifications will be made in writing within ten (10) days after the receipt of those plans and specifications. Approval shall not be arbitrarily withheld or delayed, it being the intention of the Review Committee to grant or withhold the approval for the purpose of establishing a quality, restricted residential district, free from objectionable or value destroying features and in conformity with the governing zoning codes, building codes and other applicable regulations then in force.
3. **Construction Time and Requirements.** Construction of all primary structures shall be substantially completed within twelve (12) months after issuance of any building permit for the structure. No outside storage of building materials shall be permitted on any Lot after the 12-month construction period.
4. **Architectural Control.** No building, fence, wall, landscaping feature, pool, play structure, driveway, sidewalk or any other structure shall be commenced, erected or maintained on the Lots, nor shall any exterior addition to or change or alteration thereto be made to any buildings on the Lots until the plans and specification for the same have been submitted to and approved in writing by the Review Committee or its appointed architect from time to time.

A. Plans submitted for approval shall include the following:

- i. Two complete sets of house plans, two site plans and a completed application form.
- ii. The house plan should indicate construction materials and specifications, roofing material, exterior finishes and colors.
- iii. The site plan must indicate the basement outline with projections shown as a dotted line. The garage footprint and exterior steps or decks should be indicated. The main floor proposed grade and the basement floor grade must be clearly shown. The site plan should clearly indicate the finished landscape grade at each corner of the building as well as those adjacent to any unusual



1570898

Page: 4 of 13
9/6/2019 9:12 AM
AMRST \$65.00

RIVER'S EDGE ESTATES LLC

indentations within an elevation. The site plan should indicate sidewalk, walkway and driveway locations and sizes.

- B. Accessory structures such as pools, pool houses, gazebos, utility buildings, storage buildings (site-built or pre-manufactured), additional garages, decks and play structures should be indicated on the site plan and must be approved by the Review Committee or its architect.
- C. Any and all solar heating devices or satellite dishes larger than 30" in length or diameter and all TV and radio antennae must be approved by the Review Committee or its architect. Any satellite dishes or antennae must be mounted on the main residential building ("House") on the Property, unless location on another structure on the Lot is approved by the Review Committee or its architect.
- D. Each Lot will be restricted to construction of one single family detached residence with a two or three car attached garage, except as noted in Article III, Section E.
- E. The exterior minimum square footage requirements set forth in this Section shall apply to all residential Lots and are set forth below. Square foot calculations will not include basements (except in split levels), open porches and decks or garages.

Lots 1-6 & Lots 26-31 inclusive, Block 1, Lots 1-10, inclusive, Block 2, Lots 1-13, inclusive, Block 3, Lots 1-23, inclusive, Block 4

1100 square feet for a standard one story rambler.

1400 square feet for a standard two story.

1600 square feet for a bi-level (including both floors).

1700 square feet for a three or more level split.

Lots 7-25 inclusive, Block 1

1150 square feet per side for twin homes on those Lots designated by the Developer for twin home use.

- F. A reduction of the square footage with respect to any of the Lots may be granted by Review Committee, but only in special circumstances. Any reduction shall be evidenced by a written certificate of variance issued by the Review Committee.
- G. No residence shall exceed two stories in height when viewed from the street. Roof slopes of not less than 4 in 12 are required, roof slopes of 7 in 12 and greater are encouraged.
- H. All residences must have 10% hard surface coverage which would include brick, rock dryvit or similar type materials.



1570898

Page: 5 of 13
9/6/2019 9:12 AM
AMRST \$65.00

RIVER'S EDGE ESTATES LLC

- I. No part of Lot 12, Block 4 may be used as a Residential Lot at any time. With the consent of the Developer or by action of the Developer, Lot 12, Block 4 may be divided in up to three Lots. These Lots may not be used for residential structures or residential purposes. The area of Lot 12, Block 4 running east and west lying on the north side of Lots 11 and 13, Block 4 may be used, dedicated and/or conveyed for park purposes restricted to park purposes only, which may include being used as part of the drainage system for the all of the Lots in Block 4 of Prairie View Addition. The area lying south of Lots 1 and 23, Block 4 may be used, dedicated and/or conveyed for park purposes restricted to park purposes only, which may include being used as part of the drainage system for all of the Lots in Block 4 of Prairie View Addition.

The remaining portions of Lot 12, Block 4 lying east of Lots 1-11, inclusive, and west of Lots 13-23, inclusive, may be dedicated or conveyed to the City of Horace or the Horace Park District within a conveyance containing easement language allowing for the drainage of all Lots in Block 4 of Prairie View Addition under or upon Lot 12, Block 4.

- J. No Lot in Prairie View Addition may be subdivided to create a new Residential Lot not set forth in the Plat of Prairie View Addition. A Residential Lot in Prairie View Addition may be added together with an adjacent Lot in Prairie View Addition to form one Residential Lot. A Residential Lot may be divided between Owners on each side of that Lot to increase the size of the Residential Lot on each side of the Lot being divided. However, no Residential Lot may be decreased in size and remain a Residential Lot unless it becomes a part of an adjacent Residential Lot which has not been reduced in size.

Lot 12, Block 4. Block 4 may also be used for access to the easement areas shown on the Plat of Prairie View Addition on the east 10 feet of Lots 1-11 inclusive and the west 10 feet on Lots 13-23, inclusive, for the purpose of installing, maintaining, repairing and replacing the utilities serving the Lots in Block 4.

ARTICLE IV.

RESTRICTIONS

The Property shall be subject to the following restrictions:

- 1. **Land Use and Building Type.** All Lots zoned R2 shall be used for single family purposes only. No improvements or structures whatsoever, other than a private dwelling house, swimming pool, Review Committee-approved outbuildings, garages and fences (subject to limitations hereinafter set forth) may be erected, placed or maintained on any Lot on the Property.
- 2. **Building Location.** No building shall be erected on any Lot unless the side Lot clearances (5 feet) and the front line set backs (25 feet) are in compliance with the City of Horace zoning ordinances for residential zoning districts unless variances are approved by Review Committee and the City of Horace. Eaves



and steps shall also be constructed in such a way so as to comply with such zoning ordinances and restriction, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

3. **Lot Drainage Control.** All Lots shall be graded to the finished design grades as designed by the engineering firm appointed by the City and approved by Developer. Positive drainage is required to divert water away from the residence and to prevent standing water and soil saturation which may be detrimental to structures and enjoyment of use of the Property. The Developer or the engineer will provide grade stakes to assist in the provision of grading to the final design grades along the rear and side lot lines, and prior to the issuance of plan approval as required by the Architectural Guidelines, the Developer may require a grade deposit to ensure compliance. The deposit will be refunded upon confirmation of compliance and completion.
4. **Fencing.** All fencing provided by the builder or owner or anyone other than the Developer shall require the approval of the Review Committee prior to installation. No fencing shall be permitted to extend beyond the front of the primary structure facing the front of the Lot, except on corner Lots approved by Developer. No fence shall exceed six (6) feet in height. Privacy fences shall not be allowed on corner Lots.
5. **Landscaping.** The front and side Lots of each Property shall be sodded or seeded prior to the end of the first summer construction season that the home is completed. If a Property is completed in the winter, it shall be sodded or seeded prior to the end of the following summer. If a Property is completed in the same year, the rear Lot shall be seeded or sodded within one year of occupancy of the completed residence. Boulevard trees must be installed within twelve (12) months of occupancy.
6. **Diseases and Insects.** No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.
7. **Antennas.** To the extent permitted by applicable law, the installation of antennas, satellite dishes or other devices for the transmission or reception of TV or radio signals or any other form or electromagnetic radiation shall be subject to the prior written approval of the Review Committee. Therefore, no antenna, satellite or microwave dish or other device for the transmission or reception of television or radio signals shall be constructed, installed, erected, used or maintained on any Lot without the prior written approval of the Review Committee unless applicable law prohibits the Review Committee from requiring such approval. Any such antennas must be installed in accordance with the guidelines set forth by the Review Committee.



1570898

Page: 7 of 13
9/6/2019 9:12 AM
AMRST \$65.00

RIVER'S EDGE ESTATES LLC

8. **Trash Containers and Collection.** No garbage or trash shall be placed or kept on any Lot except in covered containers of a type, size and style which are approved by the Review Committee. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash or garbage shall be removed from Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot. All garbage or trash shall be collected by a garbage or trash collection service as designated by the Developer or Design Committee.
9. **Rooftop HVAC Equipment Prohibited.** No heating, ventilating, air conditioning or evaporative cooling units or equipment related thereto may be mounted, installed or maintained on the roof of any Residential Unit, Garage, Hangar or other building so as to be visible from neighboring property.
10. **Basketball Goals and Backboards.** No basketball goal or backboard shall be attached to a Residential Unit or other building. Basketball goals and backboards attached to a freestanding pole may be installed on a Lot, provided the location, design and appearance of the basketball goal and backboard is approved in writing by the Review Committee.
11. **Animals.** Other than household pets kept for non-commercial uses, no animals, livestock, poultry or insects of any kind shall be raised, bred or maintained on any of the Lots. Pets will be restricted to Owner's Lot, must not be a nuisance and will not be allowed to stray to adjacent property.
12. **Mailboxes.** The United States Postal Service has determined that mail delivery services to homes in this Addition shall be to Centralized Box Units (CBU's). The location of the CBU's has been predetermined by the Postal Service with the approval of the Developer and the City of Horace. Each property owner should contact the Postal Service in Horace prior to moving in to coordinate lock keys and start of delivery service.
13. **Clotheslines.** Clotheslines will be permitted as long as placement and design are approved by the Review Committee.
14. **Vehicle Parking, Storage.** No commercial vehicles, motorhomes, boats, travel trailers, personal watercraft, recreational vehicles, flat bed trailers, storage trailers, storage containers, car trailers or construction equipment shall be permitted on any Lot in the subdivision. Construction equipment will be allowed during the normal course of construction. Motorhomes, travel trailers and like-vehicles shall be temporarily permitted on the Lots for the purpose of loading and unloading such vehicles, or for temporary visits by visitors to the Lots for a maximum of seventy-two (72) hours.



1570898

Page: 8 of 13
9/6/2019 9:12 AM
AMRST \$65.00

RIVER'S EDGE ESTATES LLC

15. **Signs.** No billboards or advertising signs of any kind of character shall be erected, placed, permitted or maintained on any Lot except as herein expressly permitted. A name and address sign used solely for the purpose of identification of the dwelling house occupants may be placed on the Property by its occupants provided the sign is no more than two feet square maximum and the design of the sign is approved by the Review Committee prior to installation. The provisions of the paragraph may be waived by the Review Committee only when, in its discretion, the same is necessary to promote the sale of the Property in the area of promotion of the premises. The Review Committee may erect, place and maintain such sign structures as it deems necessary for the operation or identification of the subdivision. Nothing in this First Amended Declaration shall be deemed to prevent or prohibit Developer from installing and using sign structure to promote Prairie View Addition and/or the sale of Lots and/or houses by Developer within Prairie View Addition.
16. **Nuisance.** No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Such restrictions shall include, but not be limited to, using the Lot as a dumping ground for rubbish, garbage, trash or other waste materials, the placing thereon of unsightly piles of dirt, lumber or other material except during construction, and then only during the course of construction. Such restrictions shall also include allowing noxious weeds to occur on the Lot either during or after the period of construction of the home.
17. **Dirt Removal.** No topsoil or excavation material may be removed from the Development property. When there occurs an excess of soil or excavation material as a result of basement excavation or Lot grading, permission to remove that material must be obtained from the Developer, or its engineer. Otherwise the Developer will direct as to where the excess excavation, or soil, if any, is to be disposed of.
18. **Appearance During Construction.** All lots are to be kept clean during construction. All garbage is to be stored out of sight. No garbage/trash burning will be permitted.
19. **Storm Water.** Each Lot shall be kept and maintained to be in compliance with current storm water regulations until such times when Lot is sodded or seeded.
20. **Propane Tanks.** No combustible liquid or gas tanks, exposed to view from the public street, shall be allowed on the Lots.
21. **Temporary Residence.** No trailer, basement, tent shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, nor shall any residence of a temporary character be permitted.
22. **Easements.** The easements for the installation and maintenance of utility and drainage facilities are shown on the registered plat of the development. Within



1570898

Page: 9 of 13
9/6/2019 9:12 AM
AMRST \$65.00

RIVER'S EDGE ESTATES LLC

the area of easements no structures, planting, fencing or other materials shall be placed, erected or permitted to remain which may damage or interfere with the flow of water through drainage channels or swales in the easements. The easement areas of each Lot and all improvements on it shall be maintained continuously by the Owner except for the improvements for which the public authority of utility company is responsible.

Easements for drainage, including a storm sewer line, are dedicated for Lot 12, Block 4 Prairie View Addition. No residential structures may be constructed on Lot 12, Block 4. Any park or recreation structures must be constructed in such a manner as not to interfere with the drainage provided as part of Lot 12, Block 4 Prairie View Addition.

All claims for damages, if any, arising out of the construction, maintenance and repair of the utility, drainage facility or easement area or on account of temporary or other inconvenience caused thereby, which claim may otherwise have been asserted against the Developer, the utility provider, the City of Horace or the Horace Park District or any of its agents, contractors or servants, are hereby released by each Owner of a Lot in Prairie View Addition and the successors and assigns of each Owner.

23. **Mining.** No derrick or other structure designed for use in exploring for oil or natural gas shall be erected, placed or permitted upon any part of the Lots, nor shall any oil, natural gas, petroleum, asphalt or hydrocarbon products or minerals of any kind be produced or extracted anywhere in the Lots. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on any Lot of any part of the properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on part of the Lots.
24. **Power and Telephone Lines.** For all lots, temporary overhead, distribution and service lines are permitted until permanent underground facilities are installed. Otherwise overhead lines shall be prohibited except during emergencies and repairs.
25. **Structural Changes.** No house or structure shall be moved onto any of the Lots, unless it is a new structure built to meet all of the current codes and specifically approved in writing by the Review Committee, and no structure once erected shall at any time be altered or changed so as to permit its use to be in violation of these restrictions and conditions.
26. **Mortgages.** The breach of any of the foregoing covenants, conditions, reservations or restrictions shall not defeat or render invalid any lien, mortgage or deed of trust made in good faith for value as to any Lot or Lots or portion of Lots in the Development; but his Declaration shall be binding upon, and effective against, any mortgagee, trustee or owner, whose title or whose grantor's title is or was acquired by foreclosure, trustee sale or otherwise.



- 27. **Driveways.** Driveways and parking areas must be hard surfaces. Permitted materials for driveway construction include interlocking stones or cast-in-place concrete.

ARTICLE V.

GENERAL PROVISIONS

- 1. **Enforcement.** If any party shall violate or attempt to violate any of the covenants or restrictions contained in this Declaration, it shall be lawful for any Owner to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either prevent him or them from doing or to recover damage for such violation.
- 2. **Right to Enforce.** Failure to enforce any of the covenants, conditions, restriction, easements, liens and charges now or hereafter imposed pursuant to the covenants or restrictions should not be deemed a waiver of the right to do so thereafter, nor shall it be construed as an act of acquiescence or approval on the part of the Owners.
- 3. **Developer Assessments.** The Developer, its successors and assigns shall have the right to assess the Lots within the Development annual general assessments or charges, and special assessments for capital improvements to be used exclusively to promote the improvement, maintenance and the operation of the signage, mailboxes, common areas, drainage areas and easements, parks, utility easements, perimeter landscaping, Development fencing and/or the entrance to the Development. Each Lot, whether improved or unimproved, shall be assessed at a uniform rate. If a Residential Lot is situated upon more than Lot, the two or more Lots upon which the residential unit is situated shall be assessed according to the percentages of square footage of any partial Lot which is part of a full Lot. No assessments may be made against Lots owned by Developer during the time Developer owns one or more Lots. The Developer, its successors or assigns, may place a lien upon any Lot which has not paid its assessment, when due, except that no lien may be placed upon a Lot owned by Developer. Any lien placed against a Lot may be foreclosed in the same manner as a mortgage may be foreclosed under North Dakota law.
- 4. **Duration.** The covenants, restrictions and conditions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by heirs, devisees, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded. After which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-Owners has been recorded, agreeing to modify said covenants and restrictions in whole or in part.



1570898

Page: 11 of 13
9/6/2019 9:12 AM
AMRST \$65.00

RIVER'S EDGE ESTATES LLC

5. **Severability.** The invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.
6. **Amendments.** This Declaration of Covenants, Conditions and Restrictions may be amended by Developer until it divests itself of the responsibility for architectural control. It shall be conclusively presumed that the Developer has not divested itself of responsibility for architectural control unless there is a sworn affidavit of record with the Cass County Recorder so stating, signed by Developer or its legal representative. Before and after that affidavit has been recorded, Article III, Sections E, I and J, and Article IV, Section 22 may only be amended with the written consent of Developer. This Declaration may be amended by an instrument signed by the Owners of not less than eighty (80%) percent of the Lots in Block 4 after Developer has divested itself of responsibility for architectural control by a recorded affidavit. Any instrument amending, modifying or cancelling this Declaration must be property filed and recorded with the Cass County Recorder before it shall be effective.
7. **Additional Lands.** The rights reserved to the Declarants to subject additional land to the Declaration shall not be implied or construed so as to impose an obligation upon the Declarants to subject any of such additional land to this Declaration or to the jurisdiction of the Owners. If such additional land is not subjected to this Declaration, the Declarants' reserved rights shall not impose any obligation on the Declarants to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by the Declarants or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.
8. **Developer.** River's Edge Estates, LLC, and its successors and assigns, is the Developer and the Declarant described herein. The Developer shall have the right to grant and convey all of its rights to enforce these declarations, covenants, conditions, reservations, easements, liens and charges described herein. The Developer shall have the right to grant and convey all of its rights to enforce these declarations, covenants, conditions, reservations, restrictions, easements, liens and charges to such community association or other entity as may be organized or established for such purposes at such time as in the sole discretion and judgment of the Developer, such entity is able to enforce the restrictions herein contained. If no community association or other entity is organized, the rights of the Developer shall vest in the Owners of the Lots when all Lots of any property are sold, or on July 1, 2030, whichever occurs last.



1570898

Page: 12 of 13
9/6/2019 9:12 AM
AMRST \$65.00

RIVER'S EDGE ESTATES LLC

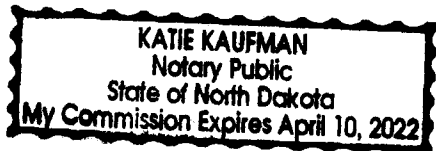
IN WITNESS of its terms and conditions, the undersigned, with the authority to amend as set forth in Article V, Section 6 of the Declaration, have caused this First Amended Declaration to be executed this 6th day of September, 2019.

DEVELOPER:

**River's Edge Estates, LLC
Developer and Owner, Prairie View
Addition**

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

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



On this 6th day of September, 2019, before me personally appeared Donald A. Dabbert, Jr., known to me to be the Managing Member of River's Edge Estates, LLC, who is described in and who executed the within instrument, and acknowledged to me that they executed the same.

Notary Public



1570898

Page: 13 of 13
9/6/2019 9:12 AM
AMRST \$65.00

RIVER'S EDGE ESTATES LLC

RECORDER'S OFFICE, CASS COUNTY, ND 9/6/2019 9:12 AM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
DEBORAH A. MOELLER, COUNTY RECORDER

by *Shena Carua* Deputy

1570898

