

PAGE: 1 of 5 AMRST 1595490
James R Bullis PC 6/29/2020 9:06 AM
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RECORDER'S OFFICE, CASS COUNTY, ND 6/29/2020 9:06 AM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
DEBORAH A. MOELLER, COUNTY RECORDER

by *Teresa A. Kirby*, Dep. **1595490**
Recorded Electronically



(reserved for recording data)

**FIRST AMENDMENT TO
THE WILDS ELEVENTH ADDITION
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, EASEMENTS, LIENS AND CHARGES**

Westport Investments, LLC, a North Dakota limited liability company whose address is 4265 45th Street South, Suite 200, Fargo, ND 58104, the Declarant under the terms of The Wilds Eleventh Addition Declaration of Condominium Ownership and Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges, dated May 29, 2019 and recorded with the Cass County Recorder May 30, 2019 at 8:00 a.m. as Document No. 1562974 pursuant to Article VII, paragraph 5, makes the following amendments, affecting the following real property:

Lots 1-13; 15-34; 36-49; 53-56; and 58-63 in Block 1; Lots 1-14 in Block 2; Lots 1-19 in Block 3, and Lots 1-16 in Block 4; Lots 1-15 and 17-31 in Block 5; Lots 1-30 in Block 6; and Lots 1-13 in Block 7, The Wilds Eleventh Addition to the City of West Fargo, a plat of part of Government Lot 3, a part of Government Lot 4 and Part of Government Lot 5, All in Section 6, Township 138 North, Range 49 West, Cass County, North Dakota.

Article III shall be amended as follows:

ARTICLE III.

ARCHITECTURAL CONTROL

1. The Wilds South Addition Architectural Review Committee. There is hereby established The Wilds Architectural Review Committee ("Review Committee") for the Property which shall be comprised of only the Developer's designated agent, Westport Investments, LLC, 4265 45th St S Suite 200, Fargo, ND 58104, until the earlier of the date that residences have been constructed and completed on all properties, or until the time that the Developer decides to divest itself 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 all Lot Owners in the Property. 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 unless there is a sworn affidavit of record stating that one or the other of said factual circumstances exists. Whenever there is a reference in these documents to "Review Committee," such reference shall include either the Developer or the three Owner committee.

2. Procedure for Submission of Plans and Specifications. Two (2) copies of Plans (for which receipt must be acknowledged in writing) will be submitted to the Review Committee at archreview@propertyresourcesgroup.com. Approval or disapproval of those plans will be made in writing within ten (10) days after the receipt of those plans. In the event the Review Committee fails to approve or disapprove of the plans and related documents within this ten (10) day period, approval will not be required and the related covenants shall be deemed to have been fully met. Approval shall not be arbitrarily withheld or delayed, it being the intention of the Review Committee to grant or withhold 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. 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 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. One complete set of house plans, one site plan.
- ii. The site plan should indicate the basement outline with projections shown as a dotted line. The garage "footprint" and exterior steps or decks should be indicated. The main floor proposed grade, and the basement floor grade should be clearly shown. The site plan should clearly indicate the finished landscape grade at each corner of the building as well as those adjacent to any unusual indentations within an elevation. The site plan should indicate sidewalk, walkway, and driveway locations and sizes.

B. The top of the foundation or lowest opening of all residential structures within the Development shall be not less than 2 ½ feet above the top of the curb directly in front of the structure or any minimum elevation set by the City of West Fargo.

C. Accessory structures such as pools, pool houses, gazebos, utility buildings, storage buildings, additional garages, decks and play structures should be indicated on the site plan.

D. Any and all solar heating devices or satellite dishes, TV and radio antennae must be approved by Review Committee or its architect.

E. Each Lot will be restricted to construction of one single family detached residence with either a two or three car attached garage. Detached garages with a maximum size of 12 x 20 may be approved, provided they are constructed as part of the design style and are constructed with the same exterior materials as the house. No lean-to, car-port, vehicle storage building detached from the residence will be permitted, without the written approval of the Review Committee.

F. The exterior minimum square footage requirements apply. Square foot calculations will not include basements, open porches and decks or garages.

- i. 1200 square feet for a standard one story (rambler).
- ii. 2000 square feet for a standard two story.
- iii. 1800 square feet for a bi-level or one and one-half story (including both floors). Note: The minimum ground floor "footprint" must not be less than 725 square feet, excluding the garage.
- iv. 1400 square feet for a split-level (excluding the lowest basement level) OR 1800 square feet for a split-level (including all three floors)
- v. 400 square feet for an accessory structure will be maximum with the same exterior materials used in the house. Any accessory structure shall be located within the sight lines of the house as observed from the adjacent street unless specifically allowed by the Review Committee.

G. A reduction of the square footage with respect to any of the Lots may be granted by the Review Committee. Any reduction shall be evidenced by a written certificate of variance issued by the Review Committee.

H. All residences shall have a minimum two-car attached garage. Three-car garages are encouraged.

I. No residence shall exceed two stories in height when viewed from the street.

J. All residences must have 10% hard surface coverage on the front of the structure which would include Brick, Rock, Dryvit or of similar type materials.

4. Construction Time and Requirements. No white or light colored roofs shall be permitted unless approved by the Developer. No evaporative cooler shall be placed,

installed or maintained on the roof or wall of any building or structure. All coolers shall be concealed. Construction of all primary structures shall be substantially completed within (6) months after issuance of any building permit for the structure. Sodding, seeding and landscaping shall be completed as soon as weather permits following substantial completion of the primary structure, but in any event, within twelve (12) months of issuance of the building permit. No outside storage of building materials shall be permitted on any lot after the six (6) month construction period.

5. New Construction: All improvements constructed on Lots shall be new construction and no buildings or other structures shall be moved from other locations onto any Lot. Construction of improvements on any Lot must commence within twenty-four (24) month of conveyance of the Lot by Developer. In the event construction of improvements does not commence within this time frame, the Developer will have the option to purchase the lot back from the Owner upon payment to the Owner of ninety (90%) percent of the price originally paid to Developer for the Lot.

6. Development Screening, Buffering, and Fencing. The Developer shall be responsible for the initial construction, and the Association shall be responsible for the maintenance of all screening, buffering, and fencing located on the residential lots adjacent to 52nd Avenue West and 9th Street West according to City ordinances and boulevard planting requirements.

The Association shall be responsible for the continuous care and any maintenance of any subdivision fences required by the subdivision improvement agreement with the City of West Fargo. All other fencing shall require approval by the Architectural Review Committee prior to installation.

Article IV, Restrictions, Paragraph 4, Fencing shall be amended as follows:

4. Fencing. All fencing provided by the builder or owner, or anyone other than the Review Committee shall require the approval of the Review Committee prior to installation. All fencing must be made of maintenance free material. No chain link or wood fencing will be permitted. No fence shall be constructed to extend beyond the front of the primary structure facing the front of the lot (that side of the lot facing a street) except on corner lots as approved by the Review Committee. No such fence shall exceed six feet in height. Side and rear lot fencing for all "pond" lots must not be a privacy fence but rather shall be a picket, aluminum, wrought iron, or of a design that blocks less than 50% of the view of the pond through the body of the fence. ie, a "transparent" design that is constructed so as to not block the view corridors to the "pond" from adjacent lots. Aluminum ornamental style fencing is suggested. Any Development fencing located within the fencing easement on a lot shall be maintained by the Developer. However, the cost of maintenance and repair of the Development fencing will be the responsibility of the lot owner.

All other terms and conditions as set forth in the Covenants shall remain in full force and effect.

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

Westport Investments, LLC.

By 
James R. Bullis, Secretary

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

The foregoing instrument was acknowledged before me June 25, 2020 by James R. Bullis, the Secretary of Westport Investments, LLC, a North Dakota limited liability company, on behalf of the limited liability company.

(SEAL)


Notary Public

