
**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
SILVER RANCH FIRST ADDITION
TO THE CITY OF BISMARCK,
BURLEIGH COUNTY, NORTH DAKOTA**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SILVER RANCH FIRST ADDITION ("Declaration") is made, imposed, and declared this 2nd day of October, 2018 by INVESTCORE, INC., a Nevada corporation, whose address is PO Box 1437, Bismarck, ND 58502-0520 ("Developer").

WHEREAS, Developer is the Owner of the following described Real Property located in Burleigh County, North Dakota, which is hereinafter referred to as the ("Real Property"):

Lots Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37), Thirty-eight (38), and Thirty-nine (39), Block Two (2), Silver Ranch First Addition to the City of Bismarck, Burleigh County, North Dakota.

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16), Block Three (3), Silver Ranch First Addition to the City of Bismarck, Burleigh County, North Dakota.

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), and Thirty-five (35), Block Four (4), Silver Ranch First Addition to the City of Bismarck, Burleigh County, North Dakota.

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), Block Eight (8), Silver Ranch First Addition to the City of Bismarck, Burleigh County, North Dakota.

Lots Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19),

Twenty (20), Twenty-one (21), and Twenty-two (22), Block Nine (9), Silver Ranch First Addition to the City of Bismarck, Burleigh County, North Dakota.

Lots Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), and Twenty-six (26), Block Ten (10), Silver Ranch First Addition to the City of Bismarck, Burleigh County, North Dakota.

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), and Twenty-six (26), Block Eleven (11), Silver Ranch First Addition to the City of Bismarck, Burleigh County, North Dakota.

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), and Twenty-six (26), Block Twelve (12), Silver Ranch First Addition to the City of Bismarck, Burleigh County, North Dakota.

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), and Ten (10), Block Thirteen (13), Silver Ranch First Addition to the City of Bismarck, Burleigh County, North Dakota.

WHEREAS, Developer is about to sell and convey some or all of said lots, located within said plat, and before selling or conveying any of the said lots, desires to subject all of the said lots to certain conditions, restrictions, and obligations for the protection and benefit of Developer and any and all future owners of the said lots or any of them.

NOW, THEREFORE, in consideration of the premises, Developer hereby certifies and declares that it has established and does hereby establish the following covenants and restrictions for the protection and benefit of all of the said Real Property, and has fixed and does hereby fix the following additional protective conditions, restrictions, and obligations upon and subject to which each and all of the lots in the said Real Property shall be hereafter held, used, occupied, leased, sold and/or conveyed. Each and all of which the said conditions and restrictions shall inure to the benefit of, be binding upon and pass with said Real Property, and each and every lot and/or parcel thereof, and shall inure to the benefit of, apply to, and bind the respective successors in title or interest of Developer.

THE SAID CONDITIONS AND RESTRICTIONS ARE AS FOLLOWS, TO-WIT:

1. PURPOSE.

The said lots within the Real Property shall be used for residential purposes as set out on the development plan of Developer, however, Developer may hereafter amend such development plan. In this regard, Developer shall have the absolute right and ability to amend and change the development plan without notice, in the sole discretion of Developer. Every person who purchases a lot in the above-described Real Property waives any and all

objection to such development, as well as all amendments and changes thereto. Such waiver and consent shall bind all transferees and future owners of any lot in the said Real Property.

2. ARCHITECTURAL REVIEW COMMITTEE.

There shall be an Architectural Review Committee consisting of three (3) persons to be appointed by Developer. Each of the said persons so appointed shall be subject to removal at the direction of Developer at any time and from time to time, and all vacancies on the said Architectural Review Committee shall be filled by appointment of Developer. In the event of the failure of Developer to appoint such Architectural Review Committee or to fill any vacancies therein, then in such event, the owners of a majority in number of the lots in the said Real Property shall have the right by written document to appoint members of the said Architectural Review Committee or to fill any vacancies therein, until such time as Developer shall appoint other members to such Architectural Review Committee. The initial members of the Architectural Review Committee shall be Lance Wachter, Chad Wachter and Jamie Schmidt.

3. RESPONSIBILITIES OF ARCHITECTURAL REVIEW COMMITTEE.

(a) The Architectural Review Committee shall be responsible for reviewing the plans for all proposed new construction, additions, or modifications. The Architectural Review Committee shall be responsible to ascertain that the plans and subsequent construction meet the minimum building requirements set forth in this Declaration. The primary purpose of the Architectural Review Committee shall be to assist lot owners in achieving compliance with the building restrictions.

(b) Any lot owner seeking to construct a new home or other appurtenant structure, add to or modify any portion of the exterior of an existing home, or commence or modify landscaping shall first submit the plans to the Architectural Review Committee for review. A modification of the home exterior will include but is not limited to decks, hot tubs, patios, pools, and similar alterations.

(c) No construction, change, modification, or alteration for which plans are to be submitted to the Architectural Review Committee pursuant to Paragraph (b) immediately above, shall commence until a scaled set of plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee as to the harmony of external design and location in relation to surrounding structures and topography, size, estimates of cost, and such other factors as the Architectural Review Committee considers necessary, appropriate, and relevant to maintain property values of nearby properties. In the event the Architectural Review Committee fails to approve or disapprove the design and location plan within ninety (90) days after the plans and specifications have been submitted to it, approval will not be required and compliance with this section of the Declaration will be deemed to have occurred.

(d) Any lot owner contemplating to construct a new home or other appurtenant structure, or to add to or modify any part of the exterior of an existing home, shall pay the Architectural Review Committee the sum of Five Hundred Fifty Dollars (\$500.00) to review the application. In addition to the application review fee, the lot owner shall reimburse Architectural Review Committee for any and all other costs the Architectural Review Committee may sustain in the evaluation process including, but not limited to ordering surveys of lot lines and easements, and/or engage the resources of an engineer, architect, attorney, or consultant.

(e) In spite of the above provisions, the Architectural Review Committee shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this Declaration, nor shall the right to enforce any provisions be waived. No member of the Architectural Review Committee shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack of a decision, in the carrying out the duties as a member of the Architectural Review Committee. The Architectural Review

Committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this Declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the Architectural Review Committee and each of its members on account of any activities of property or buildings to be constructed on his or her lot.

4. BUILDING RESTRICTIONS.

(a) All plans and designs must be submitted to the Architectural Review Committee for review and approval before the initiation of construction activities. The plan, design, size, color(s), type of materials, roof pitch and other characteristics of a dwelling will be considered on a case by case basis, and any approval or disapproval shall be at the complete discretion of the Architectural Review Committee. It is understood that in the event the Architectural Review Committee approves or disapproves something once doesn't obligate them to approve or disapprove a similar characteristic again.

(b) The minimum and maximum sizes of all dwellings, garages, and other approved structures shall be determined on a case-by-case basis by the Architectural Review Committee, and its decision shall be final and binding on all parties concerned.

(c) The setback line for construction of homes in the development shall be in conformity with the Bismarck City Building Code. Setbacks further than 25 feet must first be approved in writing by the Architectural Review Committee.

(d) No trailer, tent, shack, garage, barn, or other outbuildings shall at any time be used as a residence, temporarily or permanently, on any building site. No manufactured, or mobile homes to be used as a residence, temporarily or permanently, may be placed on any lot.

(e) Any construction commenced on any dwelling as provided in this Declaration shall be substantially completed within twelve (12) months from the date the construction is commenced unless an extension is granted in writing by the Architectural Review Committee.

(f) No sign of any kind shall be displayed for public view on any building site, except for a sign, limited to one, advertising the Real Property for sale, unless otherwise approved in writing by the Developer. There shall be no restriction on signs used by Developer.

(g) All lines or wires for telephone, power, cable television, or otherwise shall be placed underground and no such wires shall be shown on the exterior of any building unless the same shall be underground or in a conduit attached to a building. No television or radio antenna or aerial shall be installed unless approved in writing by the Architectural Review Committee. Television satellite disks may be installed but not to exceed eighteen (18) inches in diameter unless approved in writing by the Architectural Review Committee.

(h) No sculptures, railings, monuments, or any other non-vegetation objects shall be placed or erected in the front yards unless approved in writing by the Architectural Review Committee. All mailboxes must first be approved by the Architectural Review Committee.

(i) The Architectural Review Committee shall consider the approval of white vinyl or wrought iron fences on a case-by-case basis. All other types of fences shall not be permitted. No fence shall constructed unless the Architectural Review Committee gives written approval.

(j) No pools of any kind shall be allowed unless approved in writing by the Architectural Review Committee.

(k) No noxious, illegal, or offensive use shall be carried out or permitted on any lot, nor shall anything be done on it that may be, or become, an annoyance or nuisance to the

neighborhood. No Grantee or Grantees, under any conveyance, nor purchasers, shall at any time conduct or permit to be conducted on any lot any trade or business of any description, either commercial or noncommercial, religious or otherwise, including day schools, nurseries, or church schools, nor shall the premises be used for any other purpose whatsoever except for the purpose of providing a private residence, unless otherwise approved in writing by the Architectural Review Committee. Notwithstanding this provision, the Developer shall be permitted to construct a model home for the purpose of new home and lot sales in the development.

(l) No trash, garbage, ashes, or other refuse, junk, vehicles in disrepair, underbrush, or other unsightly growth or objects shall be maintained or allowed on any lot. All landscaping and buildings shall be kept in a state of repair. All residences shall be painted or stained, from time to time, so as to maintain a reasonable state of repair. All vacant lots shall be mowed and maintained in accordance with the rules adopted by the Architectural Review Committee.

(m) No boat, boat trailer, house trailer, horse trailer, ice house, automobile, recreational vehicle, truck, or other vehicle, or any part thereof shall be stored or permitted to remain on any street or any residential lot unless the same is stored or placed in a garage or fully-enclosed space, unless otherwise approved in writing by the Architectural Review Committee.

(n) No landscaping may be commenced, changed, or modified until a scaled set of plans have been submitted in writing to the Architectural Review Committee for approval. In addition, no trees may be planted in the backyards without the written approval of the Architectural Review Committee. In the event the Architectural Review Committee fails to approve or disapprove the landscaping proposal within ninety (90) days after the plan has been submitted, approval will not be required. Landscaping shall be completed within six (6) months from the date the dwelling is substantially completed.

(o) All mailboxes and mailbox holders shall be of a standard design accepted by the Architectural Review Committee and adhering to the applicable specifications of the U.S. Postal Service. All mailboxes shall be located as directed by the U.S. Postal Service. Each lot owner shall be responsible for the maintenance and replacement of his or her mailbox so as to keep it in a state of repair at all times. In the event the U.S. Postal Service requires the Developer to purchase, construct, and place group mailboxes throughout the development, then it's understood that each lot owner shall reimburse the Developer for their pro rata share of the costs associated therewith.

(p) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that one dog, one cat or one other household pet may be kept, provided they are not kept, bred or maintained for any commercial purposes.

(q) No storage shed or unattached garage may be constructed unless approved in writing by the Architectural Review Committee.

(r) All attached garages must be at least three (3) stall garages unless otherwise approved in writing by the Architectural Review Committee.

(s) No camper, boat, trailer, pontoon, or vehicle may be parked in the same place on a driveway or on the street for more than forty-eight (48) hours without the express written consent of the Architectural Review Committee. Camper pads shall only be permitted if approved in writing by the Architectural Review Committee.

5. EASEMENTS.

No easement shall be modified, granted, changed, given, or promised without the prior written consent of the Developer, which must be obtained and recorded. If any easement is modified, granted, changed, given, or promised without the written consent of

the Developer, said easement shall be of no binding legal effect and shall be considered invalid.

6. TERM.

The covenants and restrictions of this Declaration shall run with and bind the Real Property for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless terminated by vote or consent of not less than the owners of three-quarters (3/4) of all of the lots.

7. AMENDMENT BY DEVELOPER.

The Developer reserves the right to amend this Declaration of Covenants, Conditions, and Restrictions at any time without obtaining any prior consent of any lot owner, regardless of whether or not the Developer still owns any lot within the Real Property subject to this Declaration.

8. AMENDMENT BY OTHERS.

This Declaration of Covenants, Conditions, and Restrictions shall be covenants running with the land and shall continue and remain in full force and effect at all times unless there shall be recorded a written instrument executed by the then recorded owners of three-quarters (3/4) of the lots contained in the Declaration of Covenants, Conditions, and Restrictions modifying or extinguishing such Declaration in whole or in part.

9. NOTICE OF BREACH OR VIOLATION.

Developer may at any time that Developer believes a breach of these Covenants, Conditions, and Restrictions has occurred, execute, acknowledge and record in the Office of the Recorder of Burleigh County, a Notice of Claim of Breach. Said notice will set forth the facts of such breach, describing the lot or lots upon which such breach has occurred and setting forth the name of the owner or owners thereof. Such notice upon being recorded shall be notice to all persons of such breach. Said notice may not be deemed Slander of Title by any owner and therefore any right to bring a legal action against the Architectural Review Committee or Developer is hereby waived.

10. FAILURE TO COMPLY WITH ORDER OF THE ARCHITECTURAL REVIEW COMMITTEE.

In the event of the failure of any individual lot owner to comply with a written directive or order from the Architectural Review Committee then, in such event, the Architectural Review Committee shall have the right and authority to perform the subject matter of such direction or order and the cost of such performance shall be charged to the owner of the lot in question and may be recovered by the Architectural Review Committee in an action at law against such individual lot owner. The Architectural Review Committee shall have the right to place a lien against the Real Property until all such costs and expenses have been collected and reimbursed to the Architectural Review Committee. Said notice may not be deemed Slander of Title by any owner and therefore any right to bring a legal action against the Architectural Review Committee or Developer is hereby waived.

11. ENFORCEMENT.

Each owner and occupant of a lot or Residential Unit thereon shall comply strictly with this Declaration, as any of the same may be amended from time to time. In the event of a violation or breach, or threatened violation or breach, of any of the same, Developer shall have the right to proceed at law or in equity to compel compliance therewith or to prevent a threatened violation or breach thereof. In addition to all other remedies, Developer or any duly authorized agent thereof, shall, after ten (10) days written notice, have the right to enter upon any portion of the Real Property where a violation is believed to exist and summarily

abate or remove, at the expense of the violating owner, using such force as may be reasonably necessary, any erection, thing or condition that may be or exist contrary to the intent and meaning of the provisions hereof. Neither Developer nor their agents, shall be deemed guilty or liable for any manner of trespass for such entry, abatement or removal. Such notice may be given in person, in writing, via text message, email, or any other form of communication available.

Should the Developer employ legal counsel to enforce this Declaration, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the violating owner. Inasmuch as the enforcement of the provisions of this Declaration is essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future owners, it is hereby declared that any breach thereof cannot be adequately compensated by recovery of damages, and that Developer, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or threatened violation or breach. Further, in the event of any failure to comply strictly with this Declaration, then, in addition to the foregoing remedies, the Developer may levy summary charges against the owner for such failure, provided that no summary charges may be levied for more than \$50.00 per day for any one violation; Collection of summary charges may be enforced against an owner as if such charges were a common expense owed by the owner involved.

No delay, failure or omission on the part of the Developer in exercising any right, power or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, shall bar or effect its exercise or enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against Developer for or on account of any failure to bring any action on account of any violation or breach, or threatened violation, or breach of the provisions of this Declaration, however long continued, or for adopting provisions which may be deemed unenforceable.

As to Developer and the owner or owners of any of said lot or lots, including any bona fide purchaser under contract, the foregoing restrictions and obligations shall operate as covenants running with the land and a breach of any of them or a continuance of any such breach may be enjoined, abated, or remedied by appropriate proceedings by Developer, the Architectural Review Committee, or any lot owner, as the case may be.

12. VARIANCES AND WAIVER OF RESTRICTIONS.

Developer may waive or otherwise allow and authorize variances from the terms and restrictions herein or the terms and restrictions of any Supplemental Declaration as might hereafter be relevant to the Real Property or any part thereof.

13. VIOLATION BY OTHERS NOT A DEFENSE.

A violation of any covenant herein or the decision of the Developer to waive or otherwise grant and authorize variances from the terms and restrictions herein shall not be a defense to establish a basis for others to violate any of the terms, conditions, or covenants contained herein.

14. EASEMENT AND WAIVER OF CIVIL TRESPASS.

All lot owners agree that the Developer and/or the Architectural Review Committee will be allowed to inspect the Real Property for the purpose of making sure said Real Property is in compliance herewith and to conduct all activity reasonably necessary to carry out said purpose. Therefore, each lot owner hereby waives all claims for trespass arising from such construction.

15. PARTITION AND SUBDIVIDING PROHIBITED.

Each of the owners of lots or parcels in said Real Property, whether such ownership is in fee simple or as a tenant-in-common, is hereby prohibited from partitioning or in any

other way severing or separating such ownership from any of the other ownerships in said Real Property. In addition, no lots may be subdivided, except by the Developer.

16. INTERPRETATION.

All questions of interpretation or construction of any of the terms or conditions herein shall be resolved by the Developer and its decision shall be final, binding and conclusive on all of the parties affected.

17. DISPUTES.

Any dispute regarding any matter which is the subject of these covenants, including issues related to approvals, non-approvals, non-compliance, breach, and any potential or actual violation, shall be resolved by the Developer and its decision shall be final, binding and conclusive for all parties concerned.

18. ASSIGNMENT BY DEVELOPER.

Developer may sell or assign its rights under this Declaration of Covenants, Conditions, and Restrictions, and, any successor or subsequent assignee shall have all the powers and duties of Developer.

19. INVALIDITY OF ANY PROVISION.

In the event any restriction or obligation herein contained be invalid or held invalid or void by any court of competent jurisdiction, such invalidity or nullity shall in no way affect any other condition or restriction herein contained.

20. DEVELOPER STORMWATER AND EROSION CONTROL.

Developer will use best practices to prevent stormwater and/or erosion problems related to lots owned by the Developer. However, in the event of Developer's inability or failure to prevent the loss, transfer or migration of any soil, silt, sediment, petroleum product, hazardous substance or solid waste from or beyond the boundaries of lots still owned and under the control of the Developer, each lot owner hereby releases, waives and otherwise discharges any and all claims that a lot owner may assert against the Developer or Architectural Review Committee relating to stormwater or erosion control issues.

IN WITNESS WHEREOF, Developer has executed this Declaration on this 2nd day of October, 2018.

Developer:

INVESTCORE, INC.

By:



Chad Wachter, Its President

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

On this 2nd day of October, 2018, before me personally appeared Chad Wachter, known to me to be the President of INVESTCORE, INC., who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of said corporation.


 Notary Public
 State of North Dakota

