

**DECLARATIONS OF COVENANTS,
CONDITIONS, RESTRICTIONS,
RESERVATIONS, EASEMENTS**

State of North Dakota

County of Cass

Sailing West, LLC, a North Dakota corporation, (“Declarant”), whose post office address is 505 N. Broadway, Suite 201, Fargo, ND 58102, hereby make this Declaration on this 5 day of February, 2026.

BACKGROUND

Declarant, Sailing West, LLC, a North Dakota corporation, is the Owner of certain property in Kindred, County of Cass, State of North Dakota, which is more particularly described as:

All of Plains Third Addition to the City of Kindred, a Replat of Lots 1 and 2, Block 1 Plains Second Addition and Lots 2, 3 and 4, Block 1 Plains Addition all to the City of Kindred, Cass County, North Dakota.

Declarant has caused the Plat of Plains Third Addition to the City of Kindred to be recorded as document No. 1739135 in the office of the County Recorder for Cass County, North Dakota, subdividing the above described real estate.

Declarant will convey the parcels of real estate comprising said addition subject to certain protective covenants, conditions, restrictions, reservations, easements, liens and charges as hereinafter set forth excluding lots zoned GC-1, and MFR-4.

ARTICLE 1. DEFINITIONS

Section 1.

“Properties” shall mean and refer to each and every parcel, and all portions thereof, of the real property herein before described and the additions thereto.

Section 2.

“Lot” shall mean and refer to any plot of land shown upon any recorded Plat of the properties. If a Lot as shown on the Plat or a portion thereof, is added to an adjacent Lot, then the same shall be considered as one Lot for purposes of this Declaration. “Lot” shall include any plot of land added to the properties pursuant to Article II.

Section 3.

“Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot (as defined in Section 2 of this Article) which is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 4.

“Declarant” shall mean and refer to Sailing West, LLC, a North Dakota corporation, and its successors and assigns, if any of its successors or assigns should acquire a majority of the undeveloped Lots for the purpose of development.

ARTICLE II. ANNEXATION OF ADDITIONAL PROPERTY

At any time within twenty (20) years from the date hereof, Declarant may, by instrument duly executed by it and recorded, add additional land to the properties.

ARTICLE III. ARCHITECTURAL CONTROL

Section 1.

The Meadow Trails Architectural Review Committee for the properties shall initially be comprised of all corporate officers of Sailing West, LLC. Declarant, Sailing West, LLC, reserves the right to appoint, in its sole discretion, other persons to serve as the Meadow Trails Architectural Review Committee.

Section 2. Procedure for submission of plans and specifications.

Electronic copies of architectural and construction plans will be submitted to mtplanreview@meadowtrails.com.

Approval or disapproval of those plans will be made in writing within fourteen (14) business days after the receipt of those plans. In the event the submitted plans are deemed to be incomplete, Developer shall request additional items needed to formulate a complete submission. The party submitting plans for review shall be given seven (7) days from request of additional items needed to resubmit plans. At the time of resubmission, Developer will send a new receipt of submission which shall reset the fourteen (14) business day review window allotted to the Review Committee. 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. Any approval from the Review Committee shall not provide the Owner consent to violate any governing zoning codes, building codes, or other applicable regulations then in force.

The Review Committee may disapprove plans and specifications if, in the Review Committee's discretion, the proposed improvement is inconsistent with the covenants and restrictions set forth in this declaration, or if, in the Review Committee's discretion, the proposed improvement interferes with the preservation of value of the Property. Any variance approved by the Review Committee from these covenants and restrictions shall not be deemed precedential.

Section 3. General Requirements.

The construction, placement or maintenance of buildings, fences, drives, sidewalks, walls, pools, play equipment, other structure or material of any kind or nature, and landscaping shall be subject to architectural control. The use of all Lots shall conform to the zoning ordinances of the City of Kindred, North Dakota. Any approval from the

Review Committee shall not provide the Owner consent to violate any ordinance of the City of Kindred.

No building, fence, drive, sidewalk, wall or other structures shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made, nor shall any landscaping be performed until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography by the Review Committee.

A. Plans submitted for approval shall include the following:

1. House plans, including:
 - a. Floor plans;
 - b. Building elevations;
 - c. Construction materials and specifications, including roofing material;
 - d. Exterior finishes and colors.
2. Site plans, which indicate:
 - a. Building land coverage and location indicating basement outline shown as a dotted line, garage footprint, and exterior steps or decks, which must also conform to the standards of the zoning ordinance of City of Kindred, North Dakota;
 - b. Location, size and surface type of all drives;
 - c. Location and type of all exterior lights;
 - d. General site grading plan including existing and proposed contours;
 - e. Landscaping plans.
3. Accessory structures, which include:
 - a. Pools and pool houses;
 - b. Storage and utility buildings;
 - c. Gazebos;
 - d. Additional garage structures.
 - e. Accessory structures shall match the color and style of the primary structure.
 - f. Accessory structures are not allowed on lots abutting park land.
 - g. No accessory structure will be permitted without the written approval of the Review Committee, regardless of whether any such accessory structure is allowed by this Declaration or a Subsequent Declaration.

4. Any and all solar heating devices, and solar panels whether installed at the time of erection or a dwelling or thereafter, must be approved by the Review Committee pursuant to the procedures described here.

Section 4. General Standards.

A. The following minimum square foot requirements for the above grade floor space not including basements, open porches and decks, or garages, apply:

1. For lots zoned SFR-2 Meadow Trails Planned Development, single-family, single story, detached residential uses shall have a minimum of 1,500 square feet of living space on the main floor.
2. For lots zoned SFR-3 Meadow Trails Planned Development, single-family, single story, detached residential uses shall have a minimum of 1,200 square feet of living space on the main floor.
3. Single-family bi-level or split level detached residential uses shall have a minimum of 2,000 square feet of total living space.
4. Single-family two story, detached residential uses shall have a minimum of 2,000 square feet of above grade living space.
5. Each single-family unit or twin home unit is required to have at least a two stall attached garage. Detached garages are permitted for lots abutting an alleyway.
6. Residential twin homes shall have a minimum of 1,200 square feet of total living space per unit.
7. Townhomes shall have a minimum of 1,200 square feet of total living space per unit.
8. The interior minimum square footage requirements as set forth in this Declaration or in a Subsequent Declaration shall apply. Square foot calculations will not include basement, open porches and decks or garages. A reduction of the square footage with respect to any of the Lots may be granted by the Review Committee, if the Review Committee believes that the overall curb appeal of the proposed dwelling does not diminish the look or the property value of the surrounding neighborhood. Any reduction shall be evidenced by a written certificate of variance issued by the Review Committee.

- B. All street facing facades shall include not less than three (3) feet of vertical masonry veneer measured upward from the foundation. Acceptable masonry materials shall include brick, stone, or other approved masonry products.
- C. Siding shall be of appropriate material for the house style. Bright and obtrusive colors shall be prohibited.
- D. The desired standard for roof pitch shall be a minimum of 4:12. Houses shall be no more than 2 ½ stories high nor shall they be more than 35 feet high.
- E. No building shall be moved onto any Lot, unless permission is granted by the Review Committee.
- F. Homes of earth sheltered design shall not be permitted.
- G. House construction must be completed within six (6) months from the foundation being poured.
- H. Outbuildings are not permitted on a lot without a primary residential structure. Outbuildings must comply with City of Kindred zoning ordinances.
- I. Boundary fencing is prohibited along residential lots lines abutting park land or a lot of identical residential zoning. Privacy screens of no more than twenty (20) feet in total length are allowed within twenty (20) feet of the primary residential structure exclusive of utility screening.

Section 5. Construction Phase Standards.

A. Siting the House

- 1. The Review Committee shall review the siting of the house on the Lot to ensure proper visual appeal, privacy between houses, elevation relative to the street, adjacent houses and ground forms, proper use of design, driveway and drainage. Such review and approval shall in no way represent any assurance as to engineering or architectural design propriety nor incur any liability on the part of the Review Committee as to proper function, design or safety.

B. Site Design

- 1. Driveways. Driveways and parking areas shall be constructed of concrete unless otherwise approved by the Review Committee.

2. Walkways. Walkways and sidewalks shall be constructed of concrete or pavers or other approved hard-surfaced material.
3. Mailboxes. No individual mailboxes shall be allowed on any Lot. The United States Postal Service has determined that mail delivery service to the Lots shall be to Centralized Box Units. The location of the Centralized Box Units has been predetermined by the Developer. Each Owner should contact the Kindred Postal Service to coordinate lock keys and start delivery service. Snow removal and maintenance of the Centralized Box Units shall be the responsibility of the Owners benefitting from any Centralized Box Unit to the extent not maintained by the City of Kindred.
4. Lawns. All lots shall be sodded and/or seeded of predominately Kentucky Blue Grass. The front and side yards of each Lot shall be sodded or seeded prior to the end of the first construction season that the home is completed. If a home is completed in the winter, the front and side yards shall be sodded or seeded as soon as weather permits but not later than August 31st of the calendar year following the completion of the property. The rear Lot shall be seeded or sodded within one year of occupancy of the completed residence. Until the sodding/seeding is completed, the Owner of the Lot shall maintain the property in a condition free of noxious weeds.
5. Landscaping materials. All landscape materials used shall be hardy and appropriate to the area and use on the site.
6. Landscaping. The Builder or Owner shall cause to have installed in the front yard, landscaping plant material which shall have a minimum \$500.00 value exclusive of sod and boulevard trees. This can include boulevard trees, shade trees, ornamental trees and foundation planting. A plan for landscaping the front yard must be submitted prior to occupying the house and these minimum plantings must be completed within one (1) year of occupancy.
7. Street Trees. Promptly following the construction of the residential dwelling on a Lot, excluding Block 4 Lots 1 through 18, the Owner shall plant at a minimum one street tree in the boulevard in accordance with the requirements set forth in the City of Kindred ordinances as soon as weather permits.
8. Lot Drainage Control. All Lots shall be graded to the finished design grades as designed by the engineering firm appointed the Review Committee. Each Lot shall be kept and maintained to be in compliance

with current storm water regulations until such times when the Lot is sodded or seeded. 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.

9. Decks and Patios. All decks and patios shall be constructed with maintenance-free materials, unless otherwise approved by the Review Committee. If, after approval by the Review Committee, and deck is constructed with wood or other materials that require maintenance from time to time, the deck must be regularly maintained and stained at least once every three (3) years.
10. Basketball hoops and Backboards. No basketball hoop or backboard shall be attached to any structure or other building. Basketball hoops and backboards attached to a freestanding pole may be installed on a Lot provided the location, design and appearance of the basketball hoop and backboard are approved in writing by the Review Committee.
11. Vehicle Parking/ Storage. No commercial vehicles, motor homes, travel trailers, boats, all-terrain vehicles, side-by-sides, snowmobiles, boats, personal watercraft, construction equipment, and like vehicles shall be parked on a frequent, long-term or permanent basis on any Lot in the subdivision unless stored within the confines of a garage or accessory building or stored behind the front house line and are adequately screened from public view with prior approval of Review Committee. All motor vehicles kept on or about a property shall be currently licensed and shall be maintained in an operable condition at all times, temporary mechanical difficulties and breakdowns expected.
12. Stormwater Facilities. All owners acknowledge that certain stormwater drains, and retention/detention ponds will be constructed on the Property. By accepting conveyance of a Lot, all Lot Owners assume the risk of hazards, foreseen and unforeseen, associated with such stormwater drains or retentions/detention ponds, including without limitation, risks associated with them as they relate to the safety of adults and children. All Lot owners for themselves, their children, guests, invitees, trespassers, successors, assigns, agents, employees and the like hold the City of Kindred, Cass County and Developer harmless from and against any damage, claim, suit, injury , cost or expense (including attorney's fees), as it pertains to injury to person or damage to property.
13. Private Sewer and Water. No private septic tanks, drain fields or private wells shall be permitted on any Lot.

14. Park Dedication. Lot Thirty-Six (36) Block Three (3) Plains Third Addition has been dedicated to the Kindred Park District for the benefit of the public. The City of Kindred Park District may use such Lot without limitation, including for the construction and maintenance of park features.

15. Clear View at Intersections. No trees, shrubs, walls or fences will be permitted to block the view of vehicle traffic at intersections and shall comply with the ordinances of the City of Kindred.

Section 6. 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. Landscaping shall be completed as soon as weather permits following substantial completion of the primary structure, but in any event, within fifteen (15) months of issuance of the building permit. Contractors, subcontractors and materialmen shall perform construction activities of any Lot in a neat and clean manner and shall keep the Lot and all surrounding property free of debris, trash and discarded building materials.

Section 7. 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.

Section 8. Post Construction Phase Standards.

- A. House and Structures. Additions to houses and structures, remodeling or reconstruction shall be subject to the same restrictions and conditions as the original house construction. Care shall be taken to ensure that alterations of the building exterior are of the same style as the existing house. Materials used for consideration made by the Review Committee of the plans shall be the same as for the Construction Phase Standards. If the color and/or style of siding and/or roofing is changed on the primary living structure, it must also be changed on the accessory structure.

- B. Exterior Maintenance. Each lot and the buildings erected thereon shall at all times be maintained in a neat condition and appearance commensurate with the character of the subdivision.

ARTICLE IV. USE RESTRICTIONS

Section 1. Building Setback.

The building setback lines shall be as required by zoning requirements of the City of Kindred unless further restricted by easements shown on the recorded plat of Plains Third Addition.

Section 2. Utilities.

All utilities shall be underground, and no outside lines shall be placed overhead.

Section 3. Easements.

Utility easements are reserved and reservation made in, on, and through the Lots as shown on the recorded plat of Plains Third Addition. For the construction, placing, repair, and maintenance of all necessary underground and surface utilities, public or private, including the right to conduct drainage and to trim plants on and over the areas of the easement.

Section 4. Drainage Control.

All Lots shall be graded to the finished grade elevations as determined by the City of Kindred specifications. These elevations shall be maintained to ensure proper drainage of each Lot.

Section 5. Dirt Removal.

No dirt or soil may be removed from any Lot within Plains Third Addition. When an excess of soil occurs on a Lot as a result of excavation or grading, permission to remove that soil will be given in writing and permission will direct the disposition of the soil.

Section 6. Oil and Mining Operations.

No oil drilling or oil development operations shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

Section 7. Antennae.

There shall be no free-standing antennae, and any antennae attached to a roof shall not be more than three (3) feet high above the highest point of the roof, unless otherwise approved by the Review Committee. The placement of the antennae must be in rear yards only and must be approved by the Review Committee.

Section 8. Satellite Dish.

Satellite dishes may be no larger than 39 inches in diameter and if attached to a roof shall not be more than three (3) feet high above the highest point on the roof, unless otherwise approved by the Review Committee. Placement of satellite dishes shall be in rear yards only and must be approved by the Review Committee.

Section 9. Lot Subdivision.

Except for Lots owned by the Developer, no Lot shall be re-subdivided by an Owner to form a smaller Lot; provided, however, that two or more entire Lots may be combined to form a larger Lot or Lots with prior written approval of the Review Committee. Such combined Lot shall thereafter be defined as the "Lot" for purposes of this Declaration.

Section 10. Signs.

No signs of any kind shall be displayed to the public except one professional sign of not more than three (3) square feet and one sign of not more than six (6) square feet advertising the property for sale. In addition, builder's signs may be displayed during the construction phase and permanent signs for the development may be erected at the entrances.

Section 11. Nuisances.

No obnoxious or offensive trade shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

Section 12. Animals.

No animals, livestock, poultry nor insects shall be raised, bred or kept on any Lot except for dogs, cats and other common household pets, provided they are not kept, bred or maintained for commercial purposes.

Section 13. Disposal of garbage and refuse.

No garbage, garbage cans, ashes, refuse, or trash receptacles shall be allowed on a Lot exposed to view (except for the day of pickup) and no outside incinerator shall be permitted. No burning of rubbish outside of a residence shall be permitted.

Section 14. Propane Tanks.

No combustible liquid or gas tanks shall be allowed on the properties.

Section 15. Temporary Residences.

No trailer, mobile home, motor home, tent, shack, garage, barn, basement house or other building shall be used as a residence either temporarily, or permanently nor shall any residence of a temporary character be permitted.

Section 16. Vehicles.

No recreational vehicles or motor homes shall be stored or parked on any Lot (unless enclosed in a garage) except while in transit or while loading or unloading on a Lot. All motor vehicles kept on or about a Lot shall be currently licensed and shall be maintained in an operable condition at all times, temporary mechanical difficulties and breakdowns excepted. A boat, snowmobile or motorcycle may be stored on the Lot during the season of its use, but it must be enclosed in the garage the rest of the year.

Section 17. Basement Dwellings.

No basement shall be used for residential purposes unless and until the entire super-structure has been erected, closed in, and finished. In any case, the building must be finished on the exterior within one (1) year after construction begins.

These covenants are subject to change as the Architectural Control Committee sees fit to deal with any situations not specifically defined herein.

ARTICLE V. GENERAL PROVISIONS

Section 1. Enforcement.

Enforcement shall be proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages and the prevailing party shall be awarded reasonable attorney's fees and court costs in connection therewith.

Section 2. Right to Enforce.

Failure to enforce any of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereafter imposed pursuant to the covenants or restrictions shall 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.

Section 3. Severability.

Invalidation of any one of, or a portion of, the provisions of this Declaration by court judgement or order shall neither affect nor invalidate any other provisions, and the same shall remain in full force and effect.

Section 4. Term of Declaration.

The covenants, conditions, and restrictions of the Declaration shall run with the land and bind the same, and shall inure to the benefit of and be enforceable by the Owners, or the Owner of any Lot subject to this Declaration, their respective legal representatives,

heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

Section 5. Amending the Declaration.

This Declaration of Covenants, Conditions, and Restrictions may be amended by Declarant, Sailing West LLC, until it divests itself of the responsibility for architectural control. It shall be conclusively presumed that the Declarant have not divested itself of responsibility for architectural control unless there is a sworn affidavit of record so stating. After that time, this Declaration may be amended by an instrument signed by the Owners of not less than eighty (80%) percent of the Lots. Any instrument amending, modifying or canceling the Declaration must be properly filed and recorded before it shall be effective.

Sailing West LLC


By: Kevin J. Bartram

Its: President



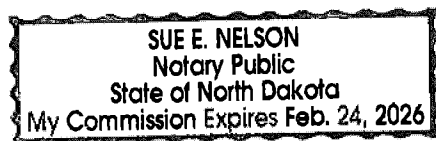
By: Mark Ottis

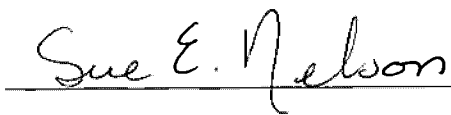
Its: Secretary

State of North Dakota

County of Cass

On this 5 day of February, 2026, before me, a notary public, within and for said county and state, personally appeared Kevin Bartram and Mark Ottis, to me known to be the President and Secretary, respectively, of the corporation that is described in the foregoing instrument, and they acknowledge that they executed the same on behalf of said corporation.





Notary Public

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The Title Company-Commercial

2/5/2026 3:03 PM

Recorded Electronically

\$65.00

RECORDER'S OFFICE, CASS COUNTY, ND 2/5/2026 3:03 PM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
GREG LARSON, COUNTY RECORDER

by Angela Bedgood, Dep. **1751906**

Recorded Electronically

