

Southport One East

Homeowner Welcome & Community Information

Welcome to Southport One East

Your homeowners association, Southport 1 East, has a committee of volunteers who welcome new homeowners and ensure all current members have a copy of the association bylaws, updated covenants, and the declaration of regulations and guidelines. This welcome committee volunteer will distribute packets containing this information. They come to your door to provide the packets so you can meet in person. They can be contacted if you have questions about the material and will help you find answers.

Welcome Committee Members

Pat Clement, Galleon — 701-220-7648

Tim and Sharon Ell, Riverwood Drive — 701-527-4856

A Message from the HOA

Greetings neighbors from your Southport One East Homeowners Association (SP1E HOA) Board of Directors, Architectural Committee and volunteer Welcoming Committee!

At our recently held Annual Meeting, it was determined that we needed to better communicate to our members the responsibilities of the Board, the “covenants” and by-laws that govern not only our SP1E HOA but the entirety of the Southport Development.

Please find enclosed a copy of the original “Declaration of Restrictions and Obligations” (covenants) of the Southport Development and a copy of SP1E HOA By-Laws.

As an informational note, there are a total of five HOAs that make up the entirety of the Southport Development. Each HOA has a representative who serves on the Board of the Southport Maintenance Association. That Board’s responsibility deals with the common waterways, culverts, river mouth, bridge and signage.

It is the goal of the SP1E HOA Board of Directors and Architectural Committee to ensure that all property owners and members can fully enjoy their living experience, protect and enhance property values, and continue to make Southport one of the most desirable developments in the Bismarck–Mandan area.

Please review the enclosed documents, especially the highlighted areas in the covenants. These will be the guiding principles for the Architectural Committee. Property owners and members are responsible for notifying the Architectural Committee of significant building, remodeling, landscaping, placement of boats and docks, and other items listed in the covenants.

Architectural Review Process

1. REFER to the covenants.
2. INFORM neighbors affected by your improvements.
3. SUBMIT completed plans and the Architectural Committee Submittal Form by email to Southport1east@outlook.com.

The Architectural Committee will review submitted plans, conduct a site inspection if needed, and approve or deny the plans.

Official HOA Contact

Southport1east@outlook.com

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SOUTHPORT ONE EAST HOMEOWNERS ASSOCIATION

ARTICLE I.

NAME AND LOCATION

The name of the corporation is Southport One East Homeowners Association, hereinafter referred to as the "Association". Meetings of directors and members may be held at such places within the State of North Dakota as may be designated by the Board of Directors. Meetings of members shall be held at such places within Burleigh County as may be designated by the Board of Directors.

ARTICLE II.

DEFINITIONS

Section 1. "Association" shall mean and refer to Southport One East Homeowners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to the following described real property:

Lots 1 through 52, Lot A-1 of Lot 53, and Lot A of Lot 54,
Block 1, Southport Addition to the City of Bismarck,
Burleigh County, North Dakota.

Section 3. "Lot" shall mean lots within the above-described real property.

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.



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Section 5. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

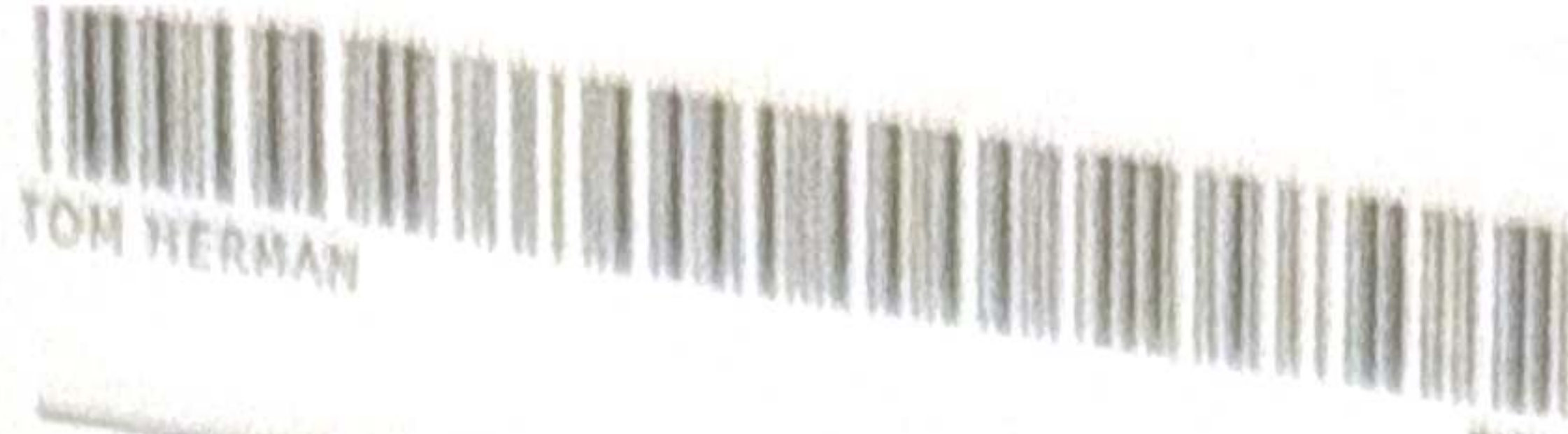
ARTICLE III.

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is a part of the Properties, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is a part of the Properties. Ownership of such lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any regular or special assessment levied by the Association, the voting rights of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for any single infraction of any rules and regulations established by the Board of Directors.

actions in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.



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ARTICLE IV.

BOARD OF DIRECTORS – SELECTION – TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors. The number of directors may be increased or decreased from time to time (but in no event shall there be less than five (5) directors) by the amendment of these By-Laws by the members, as hereinafter provided in Article XIII.

Section 2. Election. The members shall elect three (3) directors for a term of one (1) year, and two (2) directors for a term of two (2) years; and at such annual meeting thereafter the members shall elect three (3) or two (2) directors for a term of two (2) years.

Section 3. Vacancies. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 5. Action taken without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.



Section 6. Exculpation. No director or officer of the Association shall be liable for acts or faults of any other member or officer or any loss sustained by the Association or any member thereof, unless the same resulted from his or her own willful misconduct or negligence.

Section 7. Indemnification. Every director, officer, and member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including legal fees), actually and necessarily incurred by or imposed upon him or her in connection with any claim, action sued, proceeding, investigation or inquiry of whatever nature in which he or she may be involved as a party or otherwise by reason of his or her having been an officer or member of the Association, whether or not he or she continues to be such director, officer or member of the Association at the time of the incurring of such costs, expenses or liability, except in relation to matters as to which he or she shall be finally adjudged in such sections, suits, proceedings, investigation or inquiry, to be liable for willful misconduct or negligence toward the Association in the performance of his or her duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.



ARTICLE V.

MEETINGS OF THE DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held yearly without notice at such place and hour as may be fixed, from time to time, by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. All members of the Association may attend all regular and special meetings of the Board of Directors.

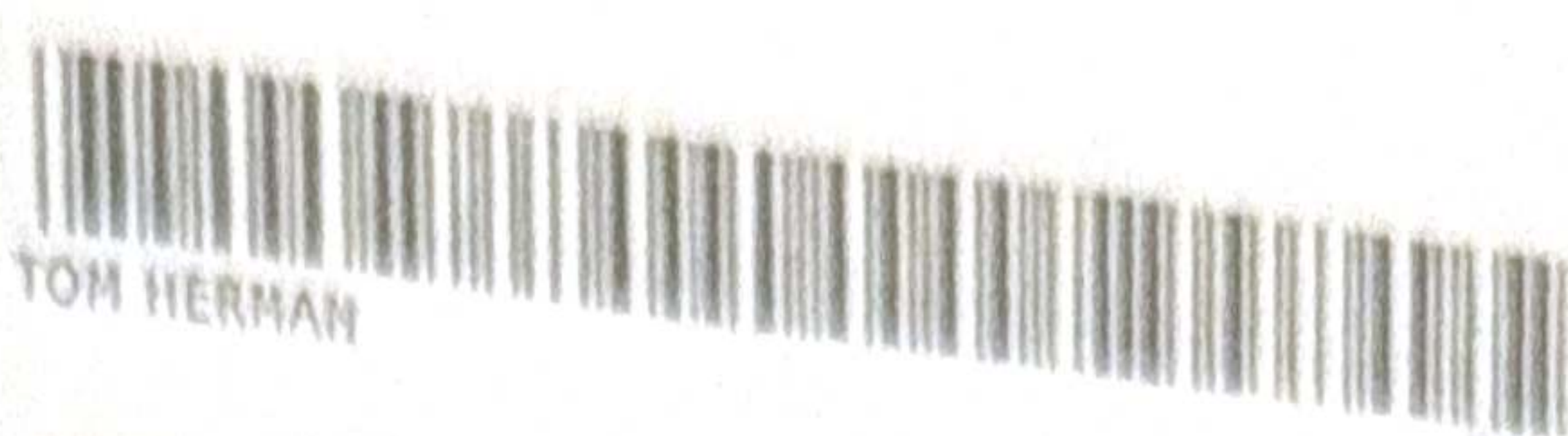
Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after no less than three (3) days notice to each director.

Section 3. Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI.

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting of the members. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, and such



appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast as many votes as there are vacancies to be filled to elect directors by cumulative voting with each lot being able to cast one vote per vacancy, notwithstanding the fact that two (2) or more persons may be the record owners of a lot, it being the intent that each lot shall have equal weight with every other lot.

ARTICLE VII.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have those Association powers and duties specifically granted in the "Declaration of Restrictions and Obligations" dated July 9, 1993 and recorded on July 9, 1993 as Document Number 448231, except those powers related to the construction, operation, maintenance, repair and replacement of the water areas in the Southport Development Project which include gates, channels, and roadways affected by such waterways as well as any mitigation areas because those powers have been transferred to the Southport Maintenance Association, Inc. pursuant to a merger between the maintenance association of the properties and Southport Maintenance Association, Inc. X

In addition, the Board of Directors shall have the power:



(a) To adopt and publish rules and regulations governing the use of easements, common areas and limited common areas and maintenance of the said property, and the personal conduct of the members and their guests thereon;

(b) To exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these By-Laws or the Articles of Incorporation;

(c) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(d) To employ a manager, an independent contractor, managing agent (which may be a corporation), or such other employees as they deem necessary, and to prescribe their duties; provided that any managing agent selected prior to the first annual election, as provided in Article VIII, Section 1 hereof, shall be continued at the discretion of the Board of Directors, at which time the continuance of the same or the selection of another managing agent shall be determined by a majority vote of the members; and

(e) To establish, levy and assess, and collect assessments or charges referred to in Article X.

Section 2. Duties. It shall be the duty of the Board of Directors:



(a) To cause to be kept a complete record of all its acts and Association affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting, when such statement is requested in writing by one-half ($\frac{1}{2}$) of the membership who are entitled to vote.

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided herein:

(1) To fix the amount of the regular assessment against each lot at least thirty (30) days in advance of each regular assessment period, as hereinafter provided in Article X; and

(2) To send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the board for issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;

(e) To procure and maintain as the Board of Directors deems fit liability insurance on all easements and all limited and common areas of the Properties. All lot owners are responsible for insuring their own lots in all respects; and



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(f) To cause the easements and all limited and common areas of the Properties to be maintained.

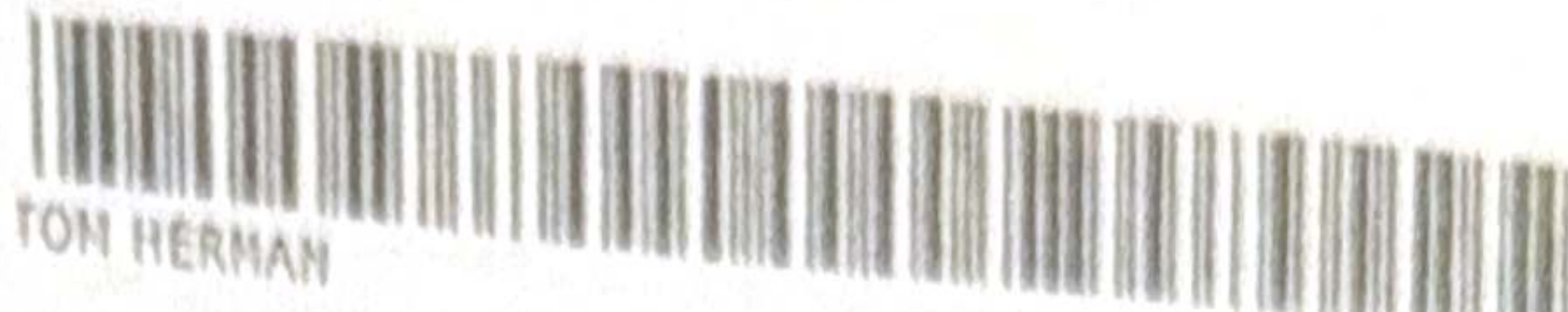
ARTICLE VIII.

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held on the second Tuesday of February of each year, at the hour of 7:00 P.M., beginning with the year 2013, at a location set by the Board of Directors each year. If the day for the annual meeting of the members is a legal holiday, the meeting will be held the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-half ($\frac{1}{2}$) of all of the votes of the entire membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by the Secretary of the Board, by mailing a copy of such notice, postage prepaid, at least seven (7) days, but not more than thirty (30) days, before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.



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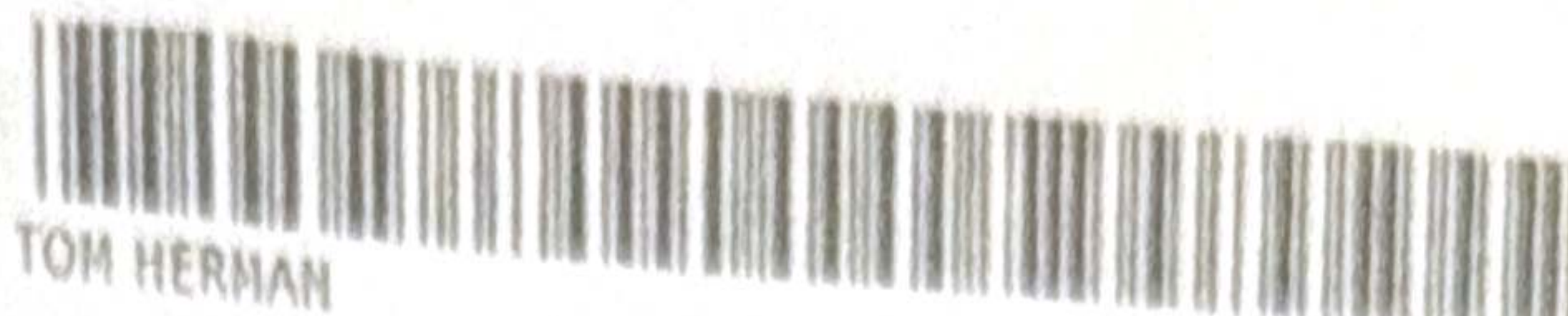
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Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, at least twenty percent (20%) of the votes of the entire membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present in person or by proxy at any such meeting, the members entitled to vote thereat shall have power to adjourn the meeting without notice other than announcement at the meeting, to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be only ten percent (10%) of the votes of the entire membership. *

Section 5. Other Quorum Requirements. Notwithstanding Section 4 of this Article, the quorum required for assessments shall be as provided for in Article X of these By-Laws.

Section 6. Proxies and Voting. At all meetings of members, such member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her lot. Except as otherwise provided in the Articles of Incorporation or By-Laws, a majority of the voting power present, in person or by proxy, shall prevail at such meeting. mail?



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ARTICLE IX.

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and a Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the meetings of the Board of Directors.

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year, unless sooner removed by the Board.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice, or at any later time specified thereon, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

described for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) The President shall preside at all meetings of the Board of Directors and of the general membership; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments, and shall co-sign all promissory notes; shall sign the lien for the assessment as provided in Article X.

(b) The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, serve notice of meetings of the Board and of the members, keep appropriate records, records

Notwithstanding the provisions of the Constitution regarding the right of citizens to sue each other, the Court has held that the Government is immune from suit under the Eleventh Amendment, as provided in Article I, and such actions are barred unless required by the State.

(b) The President shall receive and lay out in appropriate order
before the members of the Executive and their families and books as
presented by members of the House of Commons; shall keep the books and
promotional notes of the Executive; shall prepare a list of members; shall be
responsible for the Executive's work in the matter of the composition of each
year's year; and shall prepare an annual report and a statement of income
and expenditure and report it to the President in the month of the year
ending March, and deliver a copy of each to the members of the House (c)

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Section 1, Sanction of the Union and Federal Governments
The members of the Union and Federal Governments, each member is bound to observe and agree to pay to the
Government, as provided in said Statute, the regular or special assessments as a
part of the Union as determined by the Board of Directors for the regular and
maintenance of the association, United States Army, United States Navy, and the
United States Marine Corps, together with such interest, income and costs of
operation thereof, as hereinafter provided, shall be a charge on the lot and shall be
a continuing lien upon the lot, together with such other assessment as made when

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recorded in the office of the Burleigh County Recorder. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due and shall not pass to his or her successors in title, unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the exclusive purpose of maintaining and preserving the easements and common areas on the Properties.

X Section 3. Regular Assessments. After consideration of current maintenance costs of the easements and common areas and the future needs thereof, the Board of Directors may fix the regular assessments in their discretion.

Section 4. Special Assessment for Capital Improvements. In addition to the regular assessments authorized above, the Association may levy in any fiscal year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the limited common and common areas, provided that any such assessment shall have the assent of a majority of the votes of the members of the Association at a special or regular meeting of the members. Such vote shall be taken at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.



X Section 4. Special Assessment for Capital Improvements. In addition to the regular assessments authorized above, the Association may levy in any fiscal year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the easements and common areas, provided that any such assessment shall have the assent of a majority of the votes of the members of the Association. Such vote shall be taken at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.

Section 5. Quorum for any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership, shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, the required quorum at any such subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Regular Assessments and Fixing

Thereof.



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commencement of the initial assessments shall be a month other than January, the assessment period shall be deemed to end at the end of such fractional fiscal year. Written notice of the assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors.

Section 7. Certificate of Payment. The Association shall, upon demand, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular annual and special assessments on a specified lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments - Remedies of the Association. Any assessment provided for herein, which is not paid when due, shall be delinquent. With respect to each assessment not paid within thirty (30) days after its due date, the Association may, at its election, require the owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed TWENTY FIVE DOLLARS Dollars (\$ 25⁰⁰) per delinquent assessment. If any assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the then legal rate, and the Association may, at its option, bring an action at law against the lot owner personally obligated to pay the same to foreclose the lien against the lot, and there shall be added to the amount of such assessment the costs

...the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and reasonable attorney fees, together with the costs of action. Each lot owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosures against such lot owner or other lot owners for the collection of such delinquent assessments. No lot owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the easements or common areas or abandonment of his or her lot.

ARTICLE XI.

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

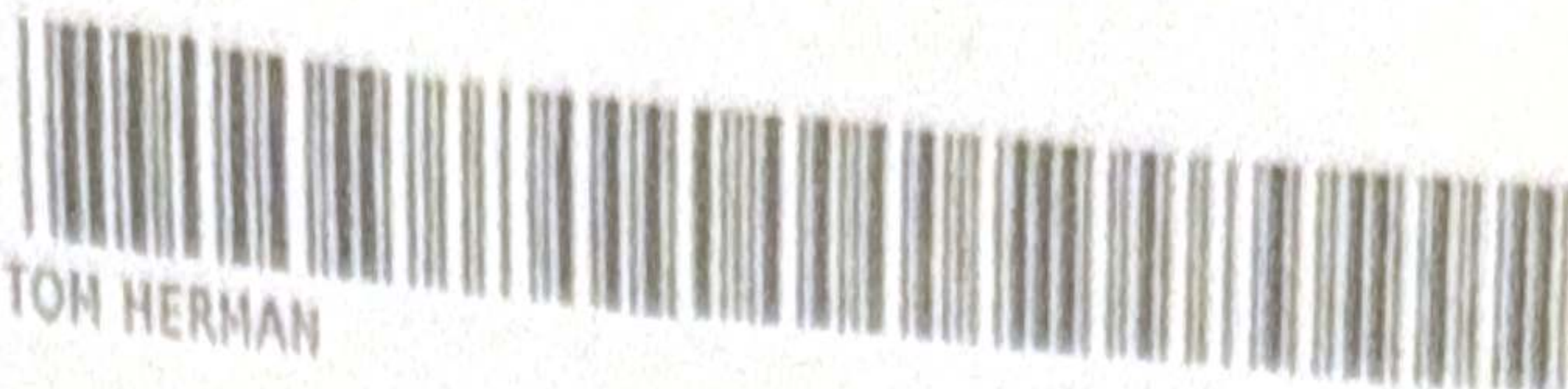
ARTICLE XII.

ASSOCIATION SEAL

The Association shall have no Association seal.

One East Homeowners Association have hereto set our hands this 18th day of October, 2023

Thomas R. Hines
President
Lance M. Hines
Secretary



959971

BYLAWS

\$75.00

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Burleigh County

ARTICLE XIII.

AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of the Association, by a vote of twenty percent (20%) of the lot owners present in person or by proxy, except in those matters where the Articles of Incorporation, or these By-Laws, specify a greater majority for action, in which case such majority shall be required for amendment. Such vote shall be taken at a meeting duly called for this purpose (including a regular annual meeting), written notice of which shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting, setting forth the proposed amendment.

ARTICLE XIV.

MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control.

IN WITNESS WHEREOF, we, the President and Secretary of the Southport One East Homeowners Association have hereunto set our hands this 18th day of October, 2023

Thomas R. Herman
President

Vanessa M. Judson
Secretary

On this 18th day of October, 2023, before me personally appeared Thomas R. Herman + Janelle M. Gunderson known to me to be the President and Secretary of the Southport One East Homeowners Association described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Tammie Meier
Notary Public, Burleigh County,
State of North Dakota.



AMENDMENTS TO BY-LAWS
OF
SOUTHPORT ONE EAST HOMEOWNERS ASSOCIATION

WHEREAS, Southport One East Homeowners Association ("HOA") is the HOA for the following real property located in Burleigh County, North Dakota:

Lots One (1) through Fifty-two (52), Lot 1-A of Lot Fifty-three (53), and Lot A of Lot Fifty-four (54), all in Block One (1), Southport Addition to the City of Bismarck; and

WHEREAS, Article XIII entitled "Amendments" states that "These By-Laws may be amended, at a regular or special meeting of the members, by a vote of twenty percent (20%) of the lot owners present in person or by proxy, . . ."; and

WHEREAS, the Board of Directors of the HOA called a special meeting for May 19th, 2025 for the purpose of amending said By-Laws and written notice was sent to all HOA members not less than thirty (30) nor more than sixty (60) days in advance of the meeting, setting forth the proposed amendments; and

WHEREAS, at said meeting, more than twenty percent (20%) of the lot owners present or in person or by proxy, adopted the following amendments of the HOA By-Laws;

Subsection (g) is added to ARTICLE VII of the By-Laws:

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- (g) The Board of Directors shall have the authority to appoint three (3) members to the Architectural Review Committee ("Committee") for three (3) year terms. The Board may appoint Board or Non-Board members in good standing with the HOA to the Committee.

B. ARTICLE XV is hereby added to the HOA By-Laws:

ARTICLE XV

ARCHITECTURAL REVIEW COMMITTEE

There shall be an Architectural Review Committee ("Committee") consisting of three (3) persons to be appointed by the Board of Directors. Each of the said persons so appointed shall be subject to removal at the direction of the Board of Directors at any time and from time to time, and all vacancies on the said Committee shall be filled by appointment of the Board of Directors. In the event of the failure of the Board of Directors to appoint such Committee or to fill any vacancies therein, then in such event the owners of a majority in number of the lots in the HOA shall have the right by written document to appoint members of the said Committee or to fill any vacancies therein. The authority and responsibilities of the Committee are as follows:

- a) Any property owner seeking to construct a new home, or to add to or modify any portion of the exterior of an existing home, shall submit the plans to the Committee for review. The Committee shall provide to the property owner a generic form with all pertinent information needed such as renderings, photos, drawings, plans, measurements, and colors, landscaping, docks and dock sizes and placements, dock coverings, gazebos, and lighting. No enclosed dock covers are permitted. Any request for a view shed shall be reviewed by

the Committee and the applicant shall obtain the written consent of all lot owners in the cul-de-sac.

b) No construction, change, modification, or alteration for which plans are to be submitted to the Committee pursuant to Paragraph (a) immediately above, shall commence until the 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 Committee as to the harmony of external design and location in relation to surrounding structures and topography, size, and such other factors as the Committee considers necessary, appropriate, and relevant to maintain property values of nearby properties. In the event the Committee fails to approve or disapprove the design and location plan within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and full compliance with this section of the Declaration will be deemed to have occurred.

c) Without limiting the generality of the factors to be considered by the Committee, the Committee and property owners must also comply with the restrictions contained in the Declaration.

d) In spite of the above provisions, the Committee shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this Declaration, and no member of the Committee shall have any liability, responsibility, or obligation, whatever, for any decision or lack of a decision, in the carrying out of duties as a member of the Committee. The 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 Committee and each of its members on account of any activities of the committee relating to the owner's property or buildings to be constructed on his or her property.

e) Any construction, change, or modification approved by the Committee must be substantially completed including, but not limited to, all staining and painting, within twelve (12) months from the date that the plans are approved by the Committee or from the date construction is commenced, whichever occurs earlier.

C. ARTICLE XVI is hereby added to the HOA By-Laws:

ARTICLE XVI

OUTSIDE STORAGE, PARKING, AND FENCES

No trailer, shed, tent, or any other buildings, camper, recreational vehicle (RV), fish house, boats, pontoons, ATV, lawn tractor, or a boat house shall be parked permanently or stored temporarily on any lot for more than fourteen (14) days per year. No storage is permitted under open decks.

No fences, dog kennels, living fences or hedges may be placed anywhere on a lot without the written approval of the Committee.

D. ARTICLE XVII is hereby added to the HOA By-Laws:

ARTICLE XVII

BOATS

Each lot owner shall be allowed to park two (2) motorized boats owned by such owner at the lot dock. Kayaks, paddle boats, water islands, lily pads need to be stored accordingly when not in use, either on a dock storage attachment or in the lot owner's garage unless prior approval is received from the Committee.

...ing of a guest boat is limited to a forty-eight (48) hour period if it does not exceed the 2-boat limit. Lot owners and guests shall abide by the guidelines and rules for usage of the bay for various activities as set by the Maintenance Association.

E. ARTICLE XVIII is hereby added to the HOA By-Laws:

ARTICLE XVIII

NON-COMPLIANCE

If any lot owner (member) is not in compliance with the By-Laws or any of the provisions in the Declaration of Restrictions and Obligations ("Declaration"), the Board of Directors or the Committee shall issue a notice of non-compliance to the member. Said notice shall be effective when the notice is served on the member by a member of the Board of Directors or a member of the Committee or when the member receives the notice by certified mail. The member shall have fourteen (14) days to comply after receipt of the notice. If the member fails to comply, any appropriate legal action may be commenced against the member to require compliance.

F. ARTICLE XIX is hereby added to the HOA By-Laws:

ARTICLE XIX

LEASING

No lot owner (aka property owner) shall lease the lot or any improvements thereon or any portion thereof. This no leasing prohibition shall also apply to the water area adjacent to said lot.

Dated this 5th day of JUNE, 2024 (106)

SOUTHPORT ONE EAST
HOMEOWNERS ASSOCIATION

THOMAS R. HERMAN
By: [Signature]
Its: President

448231

DECLARATION OF RESTRICTIONS AND OBLIGATIONS

THIS DECLARATION of Restrictions, Obligations, and Architectural Control is made this 9th day of July, 1993, by Riverfront Properties, Inc., hereinafter referred to as "Owner".

W I T N E S S E T H

WHEREAS, Riverfront Properties, Inc. is the owner of the following described Real Property, which is hereinafter referred to as the "Real Property":

Tracts 3A and 3B in Sections Seven (7), Eight (8) and Eighteen (18), Township One Hundred Thirty-eight (138) North, Range Eighty (80) West of the Fifth Principal Meridian, Burleigh County, North Dakota.

The South two hundred (200) feet of the East six hundred thirty (630) feet of Tract 2A of Section Seven (7), Township One Hundred Thirty-eight (138) North, Range Eighty (80) West of the Fifth Principal Meridian, Burleigh County, North Dakota, containing two and nine-tenths (2.9) acres, more or less.

WHEREAS, this Real Property has been platted into lots which are presently known as "Southport" development to the City of Bismarck, County of Burleigh, North Dakota.

WHEREAS, the Owner 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 the Owner and any and all future owners of the said lots or any of them.

NOW, THEREFORE, in consideration of the premises, the Owner hereby certifies and declares that it has established and does hereby establish the following general plan for the protection and benefit of all of the said Real Property, and has fixed and does hereby fix the following 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 the Owner.

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

1. PURPOSES: The said lots within the Real Property shall be used for residential purposes and very limited commercial purposes only as specifically set out on the development plan of the Owner, including as the Owner may hereafter amend such development plan. The said development plan of the Owner shall control the type of structure that shall be permitted on any lot, and each such structure must be in accordance with such plan. Every person who purchases a lot in the above-described Real Property waives any and all objection to such development, including the commercial aspects thereof, and consents to such development. Such waiver and consent shall bind all transferees and future owners of any lot in the said Real Property.

2. ARCHITECTURAL COMMITTEE: There shall be an Architectural Committee consisting of three (3) persons to be appointed by the Owner. Each of the said persons so appointed shall be subject to removal at the direction of the Owner at any time and from time to time, and all vacancies on the said Committee shall be filled by appointment of the Owner. In the event of the failure of the Owner to appoint such 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 temporary members of the said Committee or to fill any vacancies therein, until such time as the Owner shall appoint other members to such Committee.

3. BUILDING MATERIALS: All building construction on the said Real Property shall be of new material, and no building shall be erected or altered until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Committee as to quality of workmanship and materials, as to harmony (including color) of external design with the existing structures, and as to location with respect to topography and finished grade elevation. All buildings shall have cedar shakes, 3 Tab Hallmark or better for roofing material. Exterior siding on all buildings shall consist of steel, stucco with proper trim, brick, cedar or redwood. All colors and stain colors shall be approved by Architectural Committee. No log siding, log homes, or masonite are allowed.

4. TREES, SHRUBBERY, ETC.: In excavation for structures, sod, or trees shall be added or removed from the lots, no earth, except by written permission of the Architectural Committee or its successors, and then only to such place as may be directed by such written permission. Native trees shall not be removed, except where necessary for placement of a residence, accessory building, or driveway, but not to exceed six (6) feet from the outside structure wall or five (5) feet from the driveway to the tree base; if diseased or dying; if under four (4) inches in base diameter; or if approved by the Bismarck City Forester.

5. EASEMENTS: Each lot shall have the use and benefit of the easements and rights of way shown on the plat for the Real Property.

6. BASEMENT AND GRADE LEVELS: Any basement of a house or similar structure shall not under any circumstance be placed lower than one thousand six hundred thirty-one (1,631) feet above sea level. In addition, in order to provide grading which will divert water away from buildings and prevent standing water and soil saturation detrimental to structures and lot use, the finish grade at each foundation wall shall in no event be less than a height which will provide the lot with a minimum vertical fall of six (6) inches in the first ten (10) feet away from foundations and minimum gradient thereafter to side lot lines of not less than one-quarter ($\frac{1}{4}$) inch per foot or two percent (2%).

7. ABOVE GROUND LINES: Above ground telephone distribution and service lines shall be prohibited, except during emergencies or repairs. Above ground electric light and power distribution and service lines shall be prohibited, except during emergencies or repairs.

8. BUILDING SPECIFICATIONS: No lots can be subdivided into smaller lots, except where such lots are being added to an adjoining lot. No building shall be constructed in any portion of the Real Property, unless the same shall have a ground floor area of at least two thousand four hundred (2,400) square feet on main floor of ranch style homes, and one thousand seven hundred (1,700) square feet on main floor and one thousand two hundred (1,200) square feet on second floor of a two-story home. Square footage shall exclude basements and garages. In addition, all residential structures shall have at least a two (2) car garage of at least five hundred twenty-eight (528) square feet in area. All plans for houses or other appurtenant structures shall be approved in writing by the Architectural Committee in consultation with the Owner before construction is commenced. It is the intent of this restriction to create harmony in the development of said subdivision and to promote the general plan, outlook, and appearance of the subdivision. No unattached building shall be erected, except a gazebo or similar structure which has been approved by the Architectural Committee and which has the workmanship, materials, and harmony (including color) of the existing buildings. All structures shall be erected with the approval of the Architectural Committee only, and the Architectural Committee shall have the absolute right in its sole discretion to disapprove any structure, including homes.

9. STORAGE: No trailer, camper, basement, tent, shack, boat house or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted, unless written permission is obtained from the Architectural Committee.

10. FENCES: No fence, rail, or hedge shall be placed anywhere on a lot, except for retaining or camouflage purposes or to fully enclose a swimming pool, in which case such entire fence must be clearly transparent. No radio or television antenna, any type of post or pole, television dish, solar panels, or similar structure shall be erected, constructed, or placed upon any of the said lots, or on any lot.

11. SIGNS: No sign of any kind or for any use or purpose whatsoever shall be erected, posted, painted, or displayed upon any of the said lots or upon any building or other structure thereon, without the prior written permission of the Architectural Committee. This restriction shall apply to all contractors and to all homeowners who have their homes for sale.

12. NUISANCES: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No commercial activities of any kind shall be carried on in any portion of the Real Property designated as residential. The only commercial activity allowed shall be in areas designated as commercial on the development plan of the Owner. No lot owner may carry on social activities on a lot unless such owner has constructed a residence thereon. Parties or similar activities are prohibited on vacant lots.

13. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. All dogs, cats, or other household pets must be kept on a leash, unless they are within a fenced area approved in writing by the Architectural Committee.

14. GARBAGE: No dumping of trash, garbage, old lumber, or unsightly materials is allowed on any lots, particularly on the easements. An exception will be made while construction is in process, but all materials must be removed and all areas cleaned up immediately after construction is completed. All easements are to be kept mowed and maintained by the property owners.

15. BUILDING CODE: All buildings must be subject to requirements of Bismarck City Inspection.

16. SPACING: Side yards must be equivalent to twenty percent (20%) of the residence and all buildings shall have a twenty-five (25) foot setback from the property line in front, unless otherwise specifically approved in writing by the Architectural Committee.

17. DOCKS AND SIMILAR STRUCTURES: No dock, swim platform, or other structure shall be placed on or under the water until the construction plans and specifications have been approved in writing by the Architectural Committee as to quality, workmanship, material, harmony (including color) of existing structures.

tures, and location. The Architectural Committee in consultation with the Owner shall develop strict guidelines for all structures of every kind, whether temporary or permanent, to be placed in or near the water areas on the above-described Real Property. Such guidelines shall assure that all such structures are uniform in appearance and are aesthetically pleasing. The Architectural Committee shall have the absolute right to select only one company from whom such docks and similar structures are purchased in order to assure such uniformity.

18. BOATS: Each lot owner will be allowed to park two (2) boats owned by such owner at the lot dock. The parking of guest boats is limited to a forty-eight (48) hour period. Lot owners and their guests shall abide by the guidelines for usage of the bay for various activities. Boat speeds shall be minimal as set specifically by the Maintenance Association. There shall be no racing of watercraft and no skiing allowed on the water areas on the above-described Real Property. Personal watercraft operated on the water areas of the above-described Real Property shall be subject to the same rules as boats for those areas, except as specifically set out in the rules of the Maintenance Association. The Maintenance Association shall develop strict rules to govern all water activities on the above-described Real Property and such rules shall control all such activities, including the levy of fines against any violations thereof.

19. NOTICE OF CLAIM OF BREACH: The Owner, or the Architectural Committee may at any time that it or the Architectural Committee deems a breach of these Restrictions and Obligations has occurred, execute, acknowledge and record in the Office of the Register of Deeds of Burleigh County, a Notice of Claim of Breach setting 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, provided an action has been commenced within sixty (60) days after the recording of such notice to establish such breach, and if no such action has been commenced within such sixty (60) day period, then and in that event such notice shall be of no force and effect whatsoever and the breach set forth in said notice shall be presumed to have been remedied.

20. MAINTENANCE ASSOCIATION: The Real Property shall require maintenance in order to insure the quality of the development and subdivision involving the Real Property. Each owner of a lot in the Real Property shall be obligated to pay a pro rata share of the cost of any construction, repair, or maintenance related to the development and subdivision in the Real Property described above. This shall specifically include the construction, repair, or maintenance of any water areas, any mitigation areas or activities related to the Southport Development Project, or any other activities or elements that will enhance or maintain the quality of the said Real Property as determined solely by the Maintenance Association. Such activities and costs shall be determined by the Maintenance Association.

established hereunder. Each owner of a unit in the property above-described shall be a regular member of the Maintenance Association, a corporation not for profit, which said membership shall be appurtenant to such unit, and the transfer of title to such unit shall automatically transfer the regular membership appurtenant to such unit to the transferee or transferees. Each such owner and/or owners are obligated to promptly, fully, and faithfully comply with and conform to the By-Laws of the Maintenance Association, and the rules and regulations from time to time prescribed thereunder by the Board of Directors of said corporation or its officers and to promptly pay in full all dues, fees or assessments levied by said corporation on its members whether such dues, fees or assessments were levied prior or subsequent to the date of acquisition of title, except that the purchaser of any such unit at a Trustee's Sale on foreclosure or a lender who acquires title by deed in lieu of foreclosure shall not be liable for any dues, fees or assessments levied prior to such sale or acquisition of title.

21. LIEN IN FAVOR OF MAINTENANCE ASSOCIATION: The Maintenance Association shall have a lien against each of the lots in the said Real Property to secure the full and faithful performance of these Restrictions and Obligations, and in the event of the non-performance or default hereunder by any of the owners of a unit in the said Real Property, the interest of such defaulting owner may be foreclosed by said corporation in the same manner as a realty mortgage and any redemption thereafter shall be subject to the lien herein created as to other or future events of non-performance or default, and the lien hereby created shall likewise apply to the Grantee of any Sheriff's Deed after foreclosure as to other or future events or non-performance or default; or the said lien may be foreclosed as a mortgage with power of sale, provided however, that it is specifically understood that the lien herein created shall, at all times, be subordinate and inferior to the lien of any bona fide lending institution which now exists or is hereafter placed against the interest of such defaulting individual owner in the above-described property or any part or parcel thereof.

22. POWERS AND DUTIES OF MAINTENANCE ASSOCIATION: The Maintenance Association, acting through its Board of Directors and officers, shall have the sole and exclusive right and duty to manage, operate, control, repair, replace or restore all of the said property or any lot, parcel or portion thereof, together with the improvements, trees, shrubbery, plants and grass thereon, if the title thereto is owned by the members of said corporation as tenants-in-common, all as more fully set forth in the Articles of Incorporation or the By-Laws of said Maintenance Association.

The Maintenance Association shall also have the duty and obligation to establish, construct, maintain and repair all property and related matter which involve the waterways in the Real Property. This shall include control gates, channels, and roadways affected by such waterways as well as any mitigation areas in any way related to the Real Property.

23. MERGER POWERS OF MAINTENANCE ASSOCIATION: The Maintenance Association shall have the specific power and authority to merge, combine, or otherwise cooperate with any other maintenance association or similar organization that may share common concerns or interests as the Maintenance Association.

24. PARTITION 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.

25. PROTECTION FOR MORTGAGEES AND TITLE INSURANCE COMPANIES: The owner of any encumbrance made for value on any said lot or lots and any corporation insuring the lien of such encumbrance may conclusively presume that no breach exists under these conditions and restrictions provided such encumbrance is recorded in the Office of the Register of Deeds of Burleigh County prior to the commencement of any action to establish any such breach and not within sixty (60) days after the recording of any Notice of Claim of Breach, anything contained herein to the contrary notwithstanding.

PROVIDED, that a breach of any of the foregoing restrictions and obligations, shall not affect, impair, defeat or render invalid the lien charge or encumbrance of any mortgage or trust deed made for value which may then exist upon said land, which said mortgage or trust deed shall be and is hereby declared to be prior and superior to the rights in favor of any person or persons under and by virtue of these conditions and restrictions; provided, however, that in the event of a foreclosure of any such trust deed or mortgage, or if the owner of the note secured by such trust deed or mortgage acquires title to said land in any manner whatsoever in satisfaction of his indebtedness, then any purchaser at the foreclosure of Trustee's Sale, or any said note owner acquiring title as aforesaid agrees that said property so acquired by them shall immediately upon said acquisition become subject to each and all of the restrictions and obligations and rights herein contained, but free from the effects of any breach occurring prior thereto.

26. 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.

27. NO WAIVER: A waiver of a breach of any of the foregoing conditions or restrictions shall not be construed as a waiver of any succeeding breach of violation thereof or of any other restriction or obligation.

28. LEGAL ACTION IN THE EVENT OF BREACH: As to the Owner 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 the Owner, by the Architectural Committee, or by the Maintenance Association as the case may be.

29. INTERPRETATION OF RESTRICTIONS: All questions of interpretation or construction of any of the terms or conditions herein shall be resolved by the Architectural Committee or the Maintenance Association and their decision shall be final, binding and conclusive on all of the parties affected.

30. FAILURE TO COMPLY WITH ORDER OF ARCHITECTURAL COMMITTEE: In the event of the failure of any individual lot owner to comply with a written directive or order from the Architectural Committee or Maintenance Association, then, in such event, the Architectural Committee or Maintenance Association 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 covered by the Architectural Committee or Maintenance Association in an action at law against such individual lot owner.

31. BID REQUIREMENT: Nodak Construction shall have the right and opportunity to enter a bid for the construction of any structure to be built on any lot in the above-described Real Property.

32. ASSIGNMENT BY OWNER: The Owner may sell or assign its rights under these Covenants of Restrictions and Obligations, and, any successor or subsequent assignee shall have all the powers and duties of the Owner. The Owner or said successor interest shall have the right to tie these covenants to adjoining land including, but not limited to, membership in the Maintenance Association described herein.

IN WITNESS WHEREOF, said Riverfront Properties, Inc., as Owner, has executed this instrument the day and year first above written.

RIVERFRONT PROPERTIES, INC.

BY: Kevin Turnbow
Kevin Turnbow, President

BY: Kevin Turnbow
Kevin Turnbow, Secretary

Architectural Committee Submittal Form

Southport One East Homeowners Association (SP1E)

Resident name

Property address

Phone number(s)

Email address

Proposed project(s)

Materials / attachments

Colors (if applicable)

Submit completed form to: Southport1east@outlook.com

Attach brochures, pictures, drawings, plans, measurements and related supporting material.

Architectural Committee Submittal Form

Required Review & Approval

Required review (check one and enter initials)

Reviewed covenants and By-Laws	Yes	No	
Discussed project with affected neighbors	Yes	No	
Affected neighbors approve	Yes	No	

If not, explain

City permit number (if applicable)

Homeowner certification

Typed signature

Date

Architectural Committee approval

Committee member 1

Date

Committee member 2

Date

Committee member 3

Date

DO NOT begin the project until the approved form is returned to you.

Notice of Non-Compliance

Southport One East Homeowners Association (SP1E)

Notice date

Resident name

Resident address

Item(s) of non-compliance

Applicable Declaration / By-Law section(s)

Required remedy

Notes

Completion date

Questions and concerns

Email: Southport1east@outlook.com

Attention: Architectural Committee