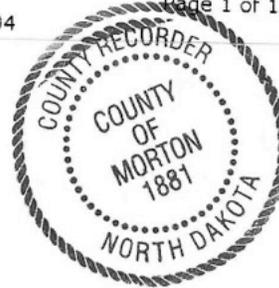


COUNTY RECORDER, MORTON COUNTY, ND **526572**
I certify that this instrument was filed and recorded.
Nancy Seefeldt, County Recorder (Fee \$65.00)
By *Nancy Seefeldt* October 1, 2025 8:34:03 AM

Return to:
RAFTER PROPERTIES
4307 CENTURIAN DRI
UNIT C
BISMARCK ND 58504

County Recorder **526572**
Morton County
Mandan ND 58554
Page 1 of 17



Condominium Declaration, Covenants, and Bi-Laws of Hach Creek Condominium Association

Declaration

This Declaration made this 27th day of May 2025, by Rafter Properties LLC.

Developers, James and Kelsi Hach operating under Rafter Properties LLC, are the owners of Rafters at Hach Creek Addition Lot 1 Block 1 in the city of Mandan, Morton County, North Dakota, desire to create condominiums for the benefit of the owners of the condominium units listed in Exhibit A.

Exhibit A (part 1 of 2)

Lot 1 Block 1 Rafters at Hach Creek Addition in the city of Mandan, Morton Co, North Dakota
Building 1 known as 4518 56th Ave NW Units 1-7 Mandan, ND 58554 in the Hach Creek Condominium Association
Building 2 known as 4600 56th Ave NW Units 1-7 Mandan, ND 58554 in the Hach Creek Condominium Association
Building 3 known as 4618 56th Ave NW Units 1-7 Mandan, ND 58554 in the Hach Creek Condominium Association
Building 4 known as 4620 56th Ave NW Units 1-7 Mandan, ND 58554 in the Hach Creek Condominium Association

Exhibit B

Ownership Interest of Common Elements

- **Purpose** The purpose of these restrictions is to insure the use of the property for storage and other commercial purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the facility and to secure to all condominium owners the full use and enjoyment of his or her property with no greater restriction on the free and undisturbed use of the site than is reasonably necessary to insure the same advantages to the other condominium owners.
- **Property-Use Restrictions, Deed Restrictions or Restrictive Covenants** All persons, corporations or other entities, who shall hereafter acquire any interest in a building or individual condominium unit, hereinafter

referred to as owners, shall be taken to hold and agree and covenant with the other owners of units in the project and with their, successors and assigns to conform to and to observe the following covenants, restrictions and stipulation as to the use and as to the construction of the use of improvement thereon. By purchasing an interest in the condominium unit the owner's consent and agree to be bound by the terms and conditions set forth in these restrictive covenants.

- Attached to this condominium declaration and made part hereof by reference, are the by-laws of the association, marked Exhibit B. All present and future owners, tenants, and occupants of the units shall be subject to and comply with the provisions of said by-laws as they now are and from time to time may be amended. Acceptance of a deed of conveyance, the entering into of a lease, or the entering into the occupancy of a unit shall constitute and acceptance of the provisions of said by-laws and the provisions of the by-laws shall be covenants running with the land and shall bind any person or persons having at any time, an interest or estate in such unit as though such provisions were recited and fully stated in each deed, conveyance or lease thereof. The affairs of the association shall be conducted by a board of directors consisting of three to five members. The members of the board of directors of the association shall be designated by the developer until all of the units have been conveyed by the developer at which time the election of a board of directors shall take place, which directors shall hold office as set out in the by-laws.

Covenants, Rules, and Regulations

The developer hereby declares that this condominium project shall be pursued in accordance with Chapter 47-04 of the ND Century Code, and herein provides the following information:

1. **Alterations** The owner may be restricted from making certain alterations or improvements to the premises without the executive board's approval (in example: changing the storefront design or adding signage).
2. **Association of Owners** An Association of the owners of the condominium units shall be formed for the purpose of constituting the administrative body to provide for the maintenance, operation and management of the common elements and for the assessment of such expenses as the association deems necessary for the maintenance and upkeep of the common elements. Association membership shall require that the member be an owner of an individual unit and such membership shall automatically terminate when they cease to be an owner and upon the transfer of their ownership interest, whereupon the new owner shall likewise succeed to such membership in the association. The owner's association shall be empowered and authorized to establish, from time to time, and to enforce restrictive rules with respect to the use and enjoyment of the driveways and common parking areas.
3. **Amendment of Declaration** This condominium declaration may be amended at any regular or special meeting of the association called or convened in accordance with the bylaws or by the affirmative vote of the voting members casting not less than $\frac{3}{4}$ of the total vote of the members of the association. No such amendment shall change any condominium parcel or condominium unit's proportionate share of the common cost and expenses, nor the voting rights pertinent to any unit unless all record owners thereof and all record owners of mortgages or other liens which have been voluntarily placed on a unit shall join in the execution of the amendment.
4. **Antennas and Satellite Dishes** No TV antennas or dishes, air conditioning units, wiring or any other device shall be installed on the exterior of any building or on common elements without prior written approval of the association executive board.
5. **Arbitration** In the event of any dispute or disagreement between any of the unit owners relating to the project, or any question of the interpretation or application of the provisions of the condominium declaration, declaration of covenants and restrictions or by-laws, the determination thereof by the board shall be final and binding upon each and all of such owners. The said dispute shall be resolved by binding

arbitration with the administrative board acting as the arbitration board, provided, the administrative board may hire a qualified third party arbitrator to serve in such capacity, the cost of whom shall be assessed to the disputing owners. The administrative board shall have absolute and final authority to resolve any and all disputes between condominium unit owners and shall have absolute and final authority to establish coverage requirements and coverage limits for all real property and improvements, including bodily injury and property damage coverages, subject to approval of mortgage lenders on insured condominium units. Any condominium unit owner or the administrative board shall be authorized to seek a district court judgement in conformity with the findings and determination of the arbitration board. If any member of the administrative board is a party to the dispute, the remaining members of the administrative board may appoint another condominium owner to serve as a member of the administrative board for purposes of the arbitration proceeding.

6. **Assessments, Charges and Taxes** Each unit owner shall pay their proportionate share of all assessments, charges, and expense incident to the administration and operation of the common elements and any other expenses (such as exterior insurance, garbage, snow removal, and lawn care) incurred in conformance with the condominium declaration and by-laws.
7. **Common Area Maintenance** The board of directors is responsible for keeping the common areas maintained.
8. **Common Elements**
 - a. the land on which the buildings are erected as described above
 - b. the foundation, rafters, supports, main walls and roof
 - c. driveway apron
 - d. main water line and sewer line bringing service to the property
 - e. Storm water system
 - f. any and all green space
 - g. exterior parking space
 - h. all other parts of the property existing for the common use or necessary to the existence and maintenance and safety of the buildings. Each owner may use the general common elements located within the entire condominium project in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners, and subject to any rules or regulations contained in the covenants and by-laws of the association. Nothing shall be done in, on or to any Unit or in, on or to the limited or general common elements which will impair the structural integrity of the building.
9. **Construction** No other existing or prefabricated structures, sheds, storage buildings shall be moved, placed or permitted on the premises. The board of directors of the owner's association shall have total discretion in the approval or rejection of construction plans and the location of all structures to be constructed on the premises. building or structure, including fences, walls, patios and decks, nor make any additions or alterations to any common areas, including landscaping, or to the exterior of his Unit, except in accordance with plans and specifications approved by the executive board appointed by the association board. Unit owners shall promptly perform all maintenance and repair work within their own Units which, if omitted, would affect any common element, and each Unit owner shall be responsible for all damages and liabilities created by such failure to maintain or repair. All buildings shall maintain the same color scheme as declared by the board of directors. No additional exterior lighting shall be installed without the prior express written consent of the board of directors.
10. **Dues** The association will collect monthly dues to cover garbage, snow removal, yard maintenance and exterior insurance. Monthly dues are subject to change with board approval.

11. **Easements** The property has utility easements that allow for access, maintenance, repair, reconstruction or replacement of the foregoing structural members, equipment, installations, and appurtenances, and for all other services necessary or convenient to the existence, maintenance, safety, and use of the common elements. Each condominium unit owner shall have an easement for ingress and egress to their unit.
12. **Fences** Fences are not allowed.
13. **Garage Doors** In the event that the entry door or the garage door on any unit is damaged, the owner of the unit shall repair or replace the damaged door within 30 days of the door being damaged. If that owner does not repair or replace the door, the association shall have the authority to enter the premises of the affected unit and replace or repair the damaged door as is reasonably necessary. The costs for such repair or replacement shall then be assessed against the unit owner and collected in the same manner as any other assessment. Color and style must be the same as all other units approved by the association.
14. **Garbage** All garbage and trash must be placed in the proper receptacles designated for collection and no garbage or trash shall be placed elsewhere on any common element. Trash containers must be kept inside the unit. No trash may be thrown, dumped or stored on the premises. All trash shall be stored in trash cans and promptly removed from the premises. No trash receptacle or trash can shall be stored on the driveway pads, the driveways or on any parking area in the project. Upon written approval of the owner association, community trash dumpsters may be placed on the premises with the cost of operating the same to be divided, assessed and paid as per the decision of the owner's association.
15. **Hazardous Substances** Storage of any hazardous material must comply with all State and Federal regulations. No disposal of hazardous materials is permitted on or in any Unit or the common areas. No stockpiling of hazardous or flammable products is allowed. All stored vehicles must be in safe condition, and pose no risk for the unit or adjoining units. Example: leaking fluids, fuel, etc. Owners are aware these units are not vented with fresh outside air; running vehicles, motors, paints, chemicals or fumes of any kind can be dangerous, may be harmful or even cause death without adequate ventilation. Additional ventilation, exhaust systems and carbon monoxide detectors are recommended to be installed and used by owners and/or tenants. Any hazardous or restricted material must be disposed of by the individual owner and not the association.
16. **Heaters/Furnaces/AC** No coal, wood, grain, wood pallet or propane heaters or furnaces shall be utilized or operating within the units. Natural gas and/or electrical heaters and furnaces may be utilized. No window air conditioners shall be installed in any unit. All units must be heated to a minimum of 40 degrees fahrenheit at all times.
17. **Improvements** It is further covenanted by all owners of condominium units within the project, for themselves, their successors and assigns, that the event the unit owners, their successors or assigns, as owners of sixty-six and two thirds percent majority vote of the available condominium project votes, should decide to further grade, pave, maintain, or otherwise improve the road/street, or to install or construct water or sewer lines or their improvements, each condominium unit shall bear its share of the cost of such improvements in the same proportion as the allocation percentage set for in the Declaration. An owner shall not make structural modifications or alterations to their unit without the written approval of the board. The board of directors shall be notified in writing of the intended modifications, through the president of the board. The Association shall have the obligation to answer an owner's request within 30 days after such notice. Failure to do so shall be indicative of no objection to the proposed modification or alterations. Each unit owner shall have the exclusive right to paint, tile, wax, paper, or refinish and decorate the interior, the inner surface or the walls, ceilings, floors, windows, and doors serving their own unit.
18. **Inspection** The administrative board, or its designees, shall have the right to be exercised in the good faith, to enter each condominium unit at reasonable times for making of repairs as shall be deemed reasonably

necessary to prevent damage or loss to any other condominium unit or the common elements. No liability shall accrue to the association or the board or any member or designee thereof, for damage to a condominium unit or the contents thereof, due to the good faith exercise of the powers conferred by this paragraph. Access can also be done for wellness checks or beliefs of illegal activity.

19. **Insurance** The owners of individual condominium units within the project shall retain and maintain all risk/casualty insurance on the contents of their respective individual condominium unit, including any improvements, fixtures installed by a unit owner in the subject unit. The owners association will not carry or maintain casualty insurance on the contents of or improvement to a unit owner's condominium unit. The owners of individual condominium units are also advised to retain and maintain liability insurance to such terms as each individual condominium unit owner deems appropriate. The owners association shall maintain a blanket type fire and other hazard insurance on the project replacement value of said storage facility. The owner's association shall also secure and maintain liability insurance in a sum not less than 1,000,000 per occurrence for bodily injury and 100,000 per occurrence of property damage. The cost of said insurance shall be deemed an owners association expense to be allocated among the condominium unit owners utilizing the allocation percentage set for the in the declaration for the project. No Unit owner shall perform any act or store anything within or immediately adjacent to the owner's Unit which might increase the rate of fire insurance for the Condominium project or increase the probability of fire as a result of such act or the storage of such items. Unit owners shall have a fire extinguisher in the Unit, which fire extinguisher shall be certified in compliance with North Dakota law. Due to fire danger, any heat source or heating units other than the supplied overhead natural gas heater are not allowed unless by written permission from the association. The owner of each condominium unit shall be solely responsible for and shall secure, at such owner's sole and own expense, insurance for the contents of its respective condominium unit, together with all improvements located therein. In the event of a loss, the proceeds of said insurance shall be required to be applied to the reconstruction and repair of the damaged structures, condominium units and/or party walls.
20. **Inseparability of Condominium Unit** Each unit and the apparent undivided interest in general common element shall together comprise one condominium unit and shall be inseparable and may be conveyed, leased, devised, or encumbered only as a condominium unit.
21. **Interest** Each of the 28 units shall have an equal interest with every other unit in the entire project, said interest is the fraction of 1/28 of the entire project.
22. **Liens** It shall be the duty of every owner to pay a proportionate share of the common expenses according to his percentage of ownership as set forth in Exhibit B of the Condominium Declaration. If any owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such owner in the property, provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the said mortgage owner or holder either takes possession of the unit, accepts the conveyance of any interest therein (other than as security), files suit to foreclose its mortgage, or causes a receiver to be appointed with respect to the applicable unit. The association and the board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Condominium Declaration or these bylaws or otherwise available at law or in equity for the collection of all unpaid assessments.
23. **Limited Common Elements** The condominium project contains no limited common elements.
24. **Local, County, State, Federal Codes** No part of the premises shall be used in a manner which violates any local, county, state or federal code, ordinance, regulations or statute. No owners shall store or allow to be stored anywhere on the subject premises any item which would constitute a violation of any fire, health,

or safety code or order imposed by the state, federal or local government of the health, sanitation or police or fire departments. Compliance with Laws: The tenant agrees to comply with all local laws, zoning regulations, health and safety codes, and other legal requirements applicable to the business and property.

25. **Mailboxes:** Each building will have a cluster mailbox. The individual owners are responsible for assignment and mail keys through the post office.
26. **Mechanical Systems** including heating systems, situated within each unit are considered to be a part of the unit, as are all doors in each unit.
27. **Outside Use** No repairing of vehicles, trailers or equipment outside of units is allowed. Proper and immediate cleanup of spills or oil drippings from vehicles, trailers or equipment inside or outside of units is required. No discharging of firearms, or setting off any fireworks or explosives of any kind anywhere in the shop/storage complex is allowed. No open burning of any kind is allowed. No storage of any holding tanks.
28. **Parking/Trailer Storage** Each unit has additional assigned parking spaces numbered with signs. The parking spaces in front and in back of said unit are for owner use as well. The Board of Directors shall have the authority to manage and establish such rules as are deemed necessary for parking and utilization of the driveways contained on the condominium property. Unit owners shall not park vehicles overnight or in such a manner as to block other units or streets nor shall they permit any member of their family, guests or tenants to do so. Junked or non operated vehicles and boats, trailers, snowmobiles, campers and the like shall not be parked on general or limited common areas, including sides of buildings, or be parked in driveways within the unit area overnight. Improperly parked vehicles shall be removed at the owner's expense. Trailers may be stored in designated parking spots. All vehicles and trailers stored outside must be maintained as road worthy.
29. **Party Walls** Each condominium unit shall share a party wall in common with the owners of each adjoining condominium unit in the respective buildings. It is the intent of the developer that the common party walls be built to code, located and situated on the common boundary line between adjacent condominium units as shown on the plans attached as Exhibit A. If said common party wall should be found to be located off the common boundary line due to shifting, settlement or movement of the structures, an easement for encroachment shall also exist, which easement shall be deemed to be perpetual and shall run with the land and inure for the benefit of the subject condominium unit owners and bind said owners, their heirs, personal representative, successors and assigns, forever. No condo unit owner may cause any damage or injury to occur to a common party wall nor permit any employees, tenants agents, guests, invitees or other persons to cause damage to a party wall. Any party wall damage in a unit must be fixed at the expense of the owner who caused the damage.
30. **Pets** Pets are allowed while the owner is present, provided they are on a leash while outside the unit and the unit owner shall be responsible for cleaning up and disposing of any pet waste. No humans or pets may stay overnight or live in any unit. These units are not for human or animal occupancy. No animals or insects shall be kept or bred, maintained anywhere on the subject premises.
31. **Pest Control** If a pest issue develops on the premises, the owner of the unit determined responsible for such pest infestation shall engage, at such unit owner's sole cost and expense, a pest exterminator contractor for the premises, unit and/or building to maintain satisfactory pest control. If no owner or owners are found to be responsible for the pest infestation, the cost of all pest extermination shall be paid by the association expense.
32. **Pollution Control** In the interest of public health and sanitation, and so that the land above-described and all other land in the same locality may be benefitted by a decrease in the hazards of steam pollution by the protection of water supplies, recreation, wildlife, and other public uses, grantee will not use the above

described property for any purpose that would or may result in the pollution of any waterway by refuse, sewage or other material that might tend to pollute the waters of any stream or impair the ecological balance of the surrounding land.

33. **Renting** Unit owners may rent their individual units. Owners and renters must carry insurance on their unit. Each owner shall be and remain solely responsible to carefully supervise such owner's unit and the owner's tenants to ensure the tenant, the tenants agents, guests, and invitees, use and maintain the unit in strict compliance with the terms of these documents, including but not be limited to, the declaration, covenants, and bylaws and any rules known by the association. Each owner shall be and remain solely responsible to carefully supervise tenants to ensure the tenant use and maintain the unit in strict compliance with the terms of the association. The association shall have the right to require an owner to evict any tenant that violates the terms of the project documents.
34. **Snow Removal, Yard Maintenance** The cost of snow removal and yard maintenance services for the project shall be deemed a common expense and shall be shared by all condominium unit owners in accordance with the allocation percentage described in the Declaration Document. It shall be each respective condominium unit owner's responsibility to promptly push snow a minimum of the depth of the concrete apron away from the front and rear of such unit. It shall further be each respective individual condominium unit owner's responsibility to the property to remove ice from the entire concrete parking pad in front of each respective condominium unit owner's garage and walk-through door. The owner association will not be responsible for injury to personal property which result, in whole or in part, from the accumulation of ice on any walkway, driveway or pad. Snow removal, yard maintenance and lawn mowing services shall be provided by The Rafters at Hach Creek shops association.
35. **Severability** If any proportion of this condominium Declaration, the Declaration Covenants and Restriction, or of the bylaws or other instruments made a part hereof is held to be invalid, the validity of the remainder of this declaration, the declaration of covenants and restriction, the by-laws of other instruments and the application of any such provisions shall not be affected thereby, and the remainder of such shall be construed as if such invalid portion were never included therein.
36. **Signs** Hanging signs larger than 3 square feet in area from the exterior of the building or on common areas is prohibited; provided, however, that one "for sale" sign may be displayed in front of any Unit which is for sale and a construction sign and a sign at the entrance to the project shall be permitted until all Units are sold. No signs, billboards for advertising devices of any kind, except those used in any subsequent sale or lease of property, shall be placed or otherwise installed on any storage unit, except with the approval of the Board of Directors. No plywood signs shall be permitted and all signs must be lighted.
37. **Stormwater/Retention Ponds** Also known as Hach Creek. There is no playing in or around the stormwater retention pond. Steep sides, slick ground and deep water create possible hazards, even the possibility of drowning.
38. **Structural Maintenance** The association may agree to maintain the structural integrity of the building, including the roof, foundation, and exterior.
39. **Speed Limit** is 10 m.p.h. at all times and places within the shop/storage complex facility; no racing, speeding and absolutely no driving off the paved or gravel road areas with vehicles, bikes, snowmobiles or ATVs are allowed. All tire mark damages will be assessed and charged to the responsible party.
40. **Subdivision of Condominium Unit** No condominium unit shall be further subdivided.
41. **Taxes and Special Assessments** Each owner shall be responsible for individual taxes. The owner association shall have the right, power, and authority to collect real estate taxes and special assessments with respect to the common areas. The assessment for such real estate taxes and special assessments shall be allocated to and paid by the owner of each respective condominium unit, utilizing the allocation percentages set forth in the declaration of the Rafters at Hach Creek commercial condominium association

project. Separate assessment and taxation of condominium units notice to assessor: declarants shall give written notice to the appropriate assessor of the creation of condominium real property ownership interest in their property, as it provided by law, so that each unit and the undivided interest of the general common elements appurtenant thereto shall be deemed a parcel and subject to separate assessment of taxation.

42. **Uses of Units** All units shall be utilized for purposes as allowed by the zoning and ordinances of the City of Mandan. An owner may use a portion of their Unit for an office, personal storage, or commercial use or storage. No other use is allowed; provided, however, that Developer shall have the right to maintain a construction office, construction supplies and equipment storage, and a sales office on the property until all Units are sold. No Unit shall be used for drug related or criminal activity; such activity includes, but is not limited to the manufacturing, distribution, sale, possession, storage, possession with intent to manufacture, or dispensing of controlled substance or a counterfeit substance, including but not limited to marijuana, including Medical Marijuana. Drug related or criminal activity may also include the attempt to manufacture, distribute, store, or possess a controlled substance or counterfeit substance.
43. **Utilities** Each unit has its own utilities as listed below
- a. Water-City of Mandan (responsibility of individual owner)
 - b. Sewer-City of Mandan (responsibility of individual owner)
 - c. Cable/Internet-(responsibility of individual owner)
 - d. Heating/AC-Mor-Gran-Sioux (responsibility of individual owner)
 - e. Garbage-(responsibility of association)
 - f. Gas-MDU (responsibility of individual owner)
 - g. Lawn/Snow Removal - (responsibility of association)

By-Laws

The purpose of The Rafters at Hach Creek bylaws are to outline how The Rafters at Hach Creek board and association operates. These rules are binding and enforceable.

- **Executive Board**

- **Executive Board** The Board of Directors of the Association shall consist of not less than three (3) persons and no more than five (5) persons. Until the later of the date a) all of the Units of the Association have been sold or otherwise conveyed to third persons or parties, or b) five (5) years from the recording of the Project Declaration, James and Kelsi Hach, or the survivor thereof, shall act as the sole Board Members, sole officers and sole directors of the Association. At such time as all condominium Units have been sold, transferred or conveyed to third persons or parties, or five (5) years from the date the Project Declaration has been recorded with the Morton County recording, whichever occurs last, a three (3) Member board shall be elected by the condominium Unit Owners at the next annual meeting of Members. A sale, transfer or conveyance to an entity in which James and Kelsi Hach are the majority owners, shall not be as a sale, transfer or conveyance triggering a change in the composition of the Board of Directors. The word "Director" as sometimes used herein shall mean a person elected to and serving on the Board. Except as provided directly below, the term of office for the Members of the Board of Directors shall be three (3) years. However, with respect to the initial Board of Directors elected subsequent to the date James and Kelsi Hach are no longer acting as the sole directors and officers of the Association, the term of office of the initial elected director receiving the most votes from Association Members shall be for three (3) years. The term of office for the initial Director who shall receive the second most votes from the Association Members shall be fixed at two (2) years and the term of office of the initial elected Director who receives the least number of votes from the Association Members shall be fixed at one (1) year. In the event two or more elected Directors have the same vote total, then and in that event, the one, two and three year terms shall be determined by mutual agreement of the elected Directors, or in the event no such agreement can be reached, by simple toss of a coin. However, in the event the Association consists of five (5) Members, then and in that event, with respect to the initial Board of Directors, the term of office for the two (2) initial Directors who shall receive the most votes shall be three (3) years, the term of office for the initial Directors who shall receive the third and fourth most votes from the Association Members shall be fixed at two (2) years, and the term of office for the fifth initial Director who receives the least number of votes from the Association Members shall be fixed at one (1) year, with tie votes being resolved by the simple toss of a coin. It is the intention that the initially elected Board have staggered terms of office to ensure that, barring unavoidable circumstances, no more than two (2) Directors are elected to the Board in any given year. The Directors shall hold office until their successors have been elected and hold their first meeting. The provisions of this section relating to the election of Directors shall in all things be subject to the rights of the Developer, to designate Members of the Board of Directors. Directors may be elected for and serve unlimited and/or consecutive terms.
 - **President** The president who shall be a Director and who shall preside over the meetings of the Board and of the Members, and who shall be the chief executive officers of the Association. The president shall preside at all meetings, see that orders and resolutions are carried out, and sign written documents.
 - **Vice President** who shall in the absence or disability of the President perform the duties and exercise the powers of the President
 - **Secretary** who shall keep the minutes of all meetings of the Board and of the Members and who shall in general perform all of the duties incident to the office of Secretary and who may be a representative of the managing agent; It shall be the duty of the secretary to deliver or mail a notice to each annual or special meeting of the membership stating the place, time and purpose of the meeting.

- **Waiver of Notice** Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by such Member of the time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
- **Meeting Protocols** How often meetings are held, quorum requirements, and how meetings are conducted Meetings of members shall be held at such a place in Mandan, North Dakota, as may be specified in the notice of the meeting. Special meetings of the members may be called by the president, a majority of such directors or by the members having at least one-half of the votes entitled to be cast at such a meeting. The notices of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of a two-thirds majority of the Members present, either in person or by proxy.
 - **Notices** It shall be the duty of the Secretary to deliver or mail a written notice of each annual or special meeting of the members, stating the purpose thereof as well as the time and place where it is to be held, to each Member at such member's address as it appears on the records of this association, or if no such address appears at such member's last known place of address, at least ten days and no more than 45 days prior to such meeting. It shall each member's sole obligation inform the association, in writing of a member's change of address.
- **Voting Rights**
 - The association votes attributable to each condominium unit are set forth as Exhibit B attached to the declaration. If a unit owned by more than 1 owner, the voting rights of such a unit shall not be divided. But shall be exercised as if the owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such owner. There shall be no fractional votes. Developers may exercise the voting rights with respect to units owned by the developer. Voting may be in person or by proxy.
 - The aggregate number of votes for all members shall be 28 in accordance with the respective ownership interests in the common elements. If any owner be exercised as if the powers consisted of only one person. The Developer may exercise the voting rights with respect to the units while said units are owned by him. Voting may be in person or by proxy.
 - **Quorum** A quorum of Members for any meeting shall be constituted by members represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.
 - **Adjournments** if any meeting of members cannot be organized because a quorum has not been attended, the members who are present either in person or by proxy may adjourn the meeting to another time.
 - **Suspension of membership** During any period in which the owner of a unit shall be in default in the payment of any assessment levied by the Association, the voting rights for such unit may be suspended by the administrative board until such assessment has been paid. Such rights of the owner of a unit may also be suspended, after notice, for a period not to exceed thirty days for any single infraction of any rules and regulations established by the administrative board.
- **Rules for Enforcement**
 - **Fines** The Board of Directors is hereby authorized to adopt a schedule of fines for violation of any of the provisions contained in this Section, and for violation of any additional rules adopted by the Board pursuant, and to assess such fines against all owners who violate these provisions. The owner of each Unit shall be responsible for fines resulting from the conduct of the owner's employees, tenants and their customers and guests. In the event any owner, or an employee, tenant or customer of any owner or tenant fails to abide by the Rules and Regulations, the Board shall be entitled to compel compliance with such provisions, including by obtaining injunctive relief, and to recover all costs and attorney fees incurred by it in compelling compliance with the provisions, with or without initiating arbitration or filing a lawsuit, including collection of fines imposed for violations. All fines shall be a lien on the Unit of the owner against whom they are imposed and if unpaid, may be foreclosed in the same manner as a lien for common expenses.

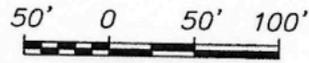
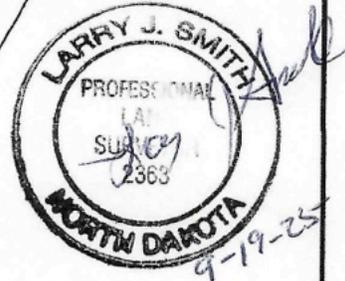
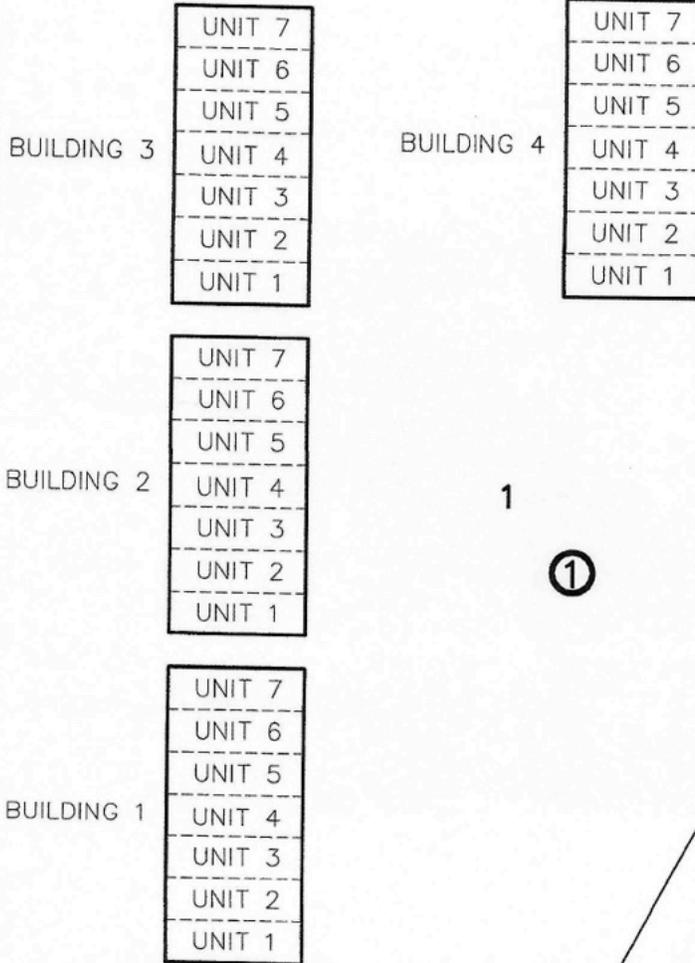
- **Inspections** The interior of all Units shall be subject to annual inspection by the Association manager, or the Association's delegate, upon not less than 2 days' notice, unless immediate threat or danger is perceived, in which case no advance notice will be required. The association will have the right in the event of an emergency (such as fire) to enter the Shop/Garage unit with whatever reasonable force is necessary. The association shall be empowered and authorized to enact and to establish and to and, from time to time, in the sole discretion of the association, rules related to parking and the use of the common and limited project elements and to enforce all rules concerning the use and enjoyment of the driveways and common elements, provided, however, that under no circumstances shall the limited common elements be made available for use by anyone other than the owners of the directly adjacent unit to which they are allotted or designated under the declaration.
- **Future Rules and Regulations** The board of directors of the association reserves the right and shall have the authority to make and implement such other rules and regulations, from time to time, as the board may deem reasonable and appropriate by the owner's association, in the association's sole discretion, for the safety, care, appearance and cleanliness of the project and for securing the comfort and convenience of all occupants thereof, including, without limitation restrictions related to parking on project common and limited common areas. Any changes to the bi-laws and/or covenants are to be recorded with the office of the register of deeds for Morton County, North Dakota.
- **Succession** The members of each unit owner shall terminate when the owner ceases to be an owner of a condominium unit and upon the sale, transfer or other disposition of the owner's ownership interest in the unit, the owner's membership in the association shall automatically be transferred to the new owners succeeding to such ownership interest including, but without limiting the generality of the foregoing, those acquiring titles by means of a sheriff's deed issued as a result of a mortgage foreclosure or a conveyance by means of a deed in lieu of the foreclosure of any such mortgage, or a transfer of equitable title by means of recording of an agreement of sale, provided that, where applicable, the requirements and conditions of the declaration shall have been met and fulfilled.
- **Minutes** The secretary will be responsible for documenting meetings to include: meeting dates, attendance, agenda, votes, old business and new business
- **Books and Records** The books, records, and financials shall be available for board members at request.
- **Fiscal management**
 - **Annual Budget** The Board shall prepare an estimated annual budget for each fiscal year of the Association. Such a budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll taxes, legal and accounting fees, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and all other common expenses. The annual budget shall also consider and take into account the estimated net available cash income for the year from the operation or use of any of the common elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements in reasonable amounts as determined by the Board. To the extent that the assessments and other cash income collected from the owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit as the case may be shall also be considered and taken into account.
 - **Annual Report** The Board shall furnish to each owner a statement for the year showing the receipts and expenditures and such other information as the Board may deem desirable.
 - **Assessments** Each Owner shall pay, as such owner's respective monthly assessment, for the common expenses. Owners share of the common expenses for such a year as shown by the annual budget. Each Owner shall pay such owner's monthly assessment on or before the 10th day of each month to the treasurer or managing agent or as may be otherwise directed by the Board. No Owner shall be relieved of that Owner's obligation to pay said Owner's assessments for common expenses by abandoning or not using said Owners condominium Unit or the common elements.

- **Member late payments received** by the Board or its agent after the 10th of the month shall be assessed a \$10 late fee.
- **Capital Expenditures** Except as otherwise specifically provided in the Declaration, the Board shall not approve a capital expenditure in excess of \$30,000, per project, unless required for emergency, repair, protection or operation of the common elements, nor enter into any contracts for more than two years without first obtaining the approval of affirmative "vote" of sixty percent (60%) of the available Association votes.
- **Fiscal Year** of this corporation shall be the calendar year and begin on the first day of January of every year, except that the first fiscal year of this corporation shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board should corporate practice subsequently dictate.
 - **Partial Year or Month.** For all fiscal years prior to the first annual meeting of Members, the annual budget shall be as approved by the first Board. If such first year or any succeeding year shall be less than a full year, then the quarterly assessments for each Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of occupancy of an Owner's Unit by each Owner, such Owner shall pay such Owner's assessment for the following quarter or fraction of a quarter, which assessment shall be in proportion to such Owner's respective Ownership interest in the common elements and the number of months and days remaining in the period covered by the current annual budget, and which assessment shall be as computed by the Board. Fiscal year shall be from January 1 and end on December 31 of each year.
- **Insurance** The board on behalf of the association, at its common expense, shall at all times keep the buildings of the project insured against loss or damage by fire with extended coverage in an insurance company authorized to do business in the state of North Dakota in an amount as near as practicable to the full replacement value thereof, without deduction for depreciation in the name of the board as trustee for all owners and mortgagees according to the loss or damages to their respective units and appurtenant common interest, and payable, in case of loss, to such bank or trust company authorized to do business in the state of North Dakota as the board shall designate for the custody and disposition as herein provided, of all proceeds of such insurance, and from time to time, upon receipt thereof, cause to be deposited promptly with the owners and mortgagees of the units or interests therein. Trust copies of such insurance policies or current units for his own benefit. In every case of such loss or damages, all insurance proceeds shall be used as soon as reasonably possible by the association for rebuilding, repairing, or otherwise reinstating the same building in a good and substantial manner according to the original plan and elevation thereof or such modified plans conforming to laws and ordinances then in effect as shall be first approved by the association and all mortgagees of the units or interests therein, and the association, at its common expense, shall make up any deficiency in such insurance proceeds.

- **Lien** It shall be the duty of every owner to pay each owners' respective allocated percentage share of the Association common expenses. If any owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof, along with late fees, shall constitute the personal debt of such owners and a lien on the Unit of such owner, provided however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the mortgage owner or holder either takes possession of the Unit, accepts the conveyance of any interest therein (other than as security), files suit to foreclose its mortgage, or causes a receiver to be appointed with respect to the applicable Unit. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Declaration or these Bylaws or otherwise available at law or in equity for the collection of all unpaid assessments. Purchasers of Units are advised to ensure that all Association assessments are paid in full at or prior to closing. Past due assessments, including interest and late fees, shall follow and remain as a lien against the Unit when not paid at closing. In the event it becomes necessary for the Association to file a lien against a Unit and/or commence a legal action designed or intended, in whole or in part, to collect an unpaid assessment or to enforce a lien for an unpaid assessment, then, and in that event, the Court shall award reasonable actual attorney fees and costs to the Association.
 - **Discharge Of Liens** The Board may cause the Association to discharge any contractor's or mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the property or the common elements rather than against a particular Unit ownership, only. When less than all of the Owners are responsible for the existence of any such lien, the Owners responsible for such lien shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including, without limitation, attorney's fees incurred by the Association by reason of such lien.
- **Records and Statement of Account** The Board shall cause detailed and accurate records in chronological order of the receipts and expenditures affecting the common elements specifying and itemizing the common expenses incurred. Payment vouchers may be approved in such a manner as the Board may determine. All records and vouchers authorizing payments shall be available for examination by the owners at convenient hours of week days. The Board shall, upon receipt of ten days' notice to the Board or the Association and upon payment of a reasonable fee, furnish any owner a statement of such owner's account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.
- **Supplemental Budget** In the event that during the course of any year it shall appear to the Board that the monthly assessments determined in accordance with the estimated annual budget for such year are likely to be insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year. Copies of the supplemental budget shall be furnished to each Owner and thereupon a supplemental assessment shall be made to each owner for such owner's proportionate share of such supplemental budget.

LOT 1 BLOCK 1
RAFTERS AT HACH CREEK ADDITION
MORTON COUNTY, MANDAN, NORTH DAKOTA
Hach Creek Condominium Association

Exhibit A part 2 of 2



SCALE: 1"=100'
SEPTEMBER 18, 2025



SES GEOMATICS

FESER
ENGINEERING, PC

All Purpose Acknowledgment

Name of Document:
Condominium Declaration, Covenants, and Bi-Laws of Hach Creek Condominium Association

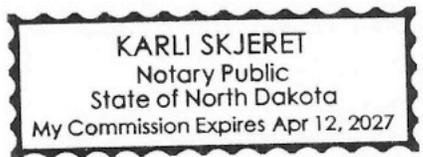
Date of Document: 5/27/25 Number of pages: 10

James Hach
James Hach, Member

Kelsi Hach
Kelsi Hach, Member

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

On this 30 day of September, 2025, before me personally appeared James Hach and Kelsi Hach, known to me to be the person who is described in, and who executed the within and foregoing instrument, and severally acknowledged that he executed the same.



Karli Skjeret
Karli Skjeret, Notary Public
Burleigh County, North Dakota
My commission expires: _____