

BYLAWS
OF
COTTONWOOD COTTAGE TOWNHOME OWNERS ASSOCIATION, INC.

ARTICLE I
PLAN OF COMMON PROPERTY CONTROL

Section 1. Lands Affected. Cottonwood Cottage LLP, hereafter known as the "Declarant," is the owner of certain lands lying in Burleigh County, North Dakota, more particularly described in a Declaration of Covenants, Conditions and Restrictions for Cottonwood Cottage Townhomes (herein "Declaration"), and has declared said lands to be subject to the terms and conditions of a Declaration recorded in the office of the Recorder for Burleigh County, excepting the reserved right of the Declarant to develop the Property in Phases and to withdraw portions of the Property from development, as further set forth in the Declaration. The lands are called the "Property," and are described in Exhibit A.

Section 2. Name. The lands on which said Declaration is imposed shall be known herein as COTTONWOOD COTTAGE TOWNHOMES.

Section 3. Applicability of Bylaws. All present and future owners, mortgagees, lessees, and occupants within the Property, and their agents, servants and employees, and any other persons who may make use of the facilities of the Property in any manner are subject to these Bylaws and to the Rules and Regulations adopted pursuant hereto, and any amendments to these Bylaws upon same being duly adopted.

The acceptance of a deed of conveyance to, or entering into a lease to, or the act of occupancy of, any Lot within the Property by any person shall conclusively establish the acceptance and ratification by such person of the Bylaws (and any Rules and Regulations adopted pursuant hereto), the Articles of Incorporation and the Declaration as they may be amended from time to time, and shall constitute and evidence an agreement by such persons to comply with these governing documents.

ARTICLE II
DEFINITIONS

Except as may be set forth herein, all Definitions from the Declaration are adopted and incorporated herein, as though expressly set forth herein, and as the Definitions in the Declaration may change from time to time.

Section 1. "Association" shall mean COTTONWOOD COTTAGE TOWNHOME OWNERS ASSOCIATION, INC., a North Dakota non-profit corporation, its successors, and assigns.

Section 2. "Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Cottonwood Cottage Townhomes, recorded in the office of the Recorder for Burleigh County, as from time to time amended.

Section 3. "Rules and Regulations" shall mean those written actions of the Board, duly adopted, and amendments thereto, interpreting and applying the provisions of the Declaration and these Bylaws and establishing and prescribing the administration, management, use, operation, and maintenance of the Common Elements and Buildings, including but not limited to, the establishment and imposition of fines, fees, and penalties for violation of the Declaration, Bylaws, or Rules and Regulations.

ARTICLE III OFFICES

Section 1. The principal office of the Association shall be located at 725 Memorial Hwy, Bismarck, ND, 58504, until another address is assigned by Association.

Section 2. The registered office of the Association may, but need not be, identical with the principal office, but shall be located in North Dakota.

Section 3. The Association may have such other offices, as the Board may from time to time determine or as the affairs of the Association may require.

ARTICLE IV ASSOCIATION OF LOT OWNERS

Section 1. Members. The qualification of members, the manner of their admission to membership and termination of such membership shall be as set forth in the Declaration.

Section 2. Annual Meetings. An annual meeting of the Association shall be held for the purpose of electing Members to the Board of Directors and for the transaction of such other business as may be properly brought before the meeting. Unless the Association agrees on a different time, the annual meetings shall be held at 6 pm on the third Thursday of January of each year.

Section 3. Substitute Annual Meetings. If an annual meeting is not held on the day designated in the Bylaws, a substitute annual meeting may be called in the same manner as a special meeting. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 4. Special Meetings. Special meetings of the Association may be called at any time by the President, a majority of the members of the Board of Directors or by the President upon the written request of the Owners of not less than ten-percent (10%) of the voting interests of either Class A or Class B members as established by the Declaration.

Section 5. Place of Meeting. All meetings of the Association shall be held at the Property, or at such other place in the County where the Property is located as shall be designated in the notice of meeting.

Section 6. Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting shall be mailed by first class mail (postage prepaid), hand-delivered or sent via electronic means not less than ten (10) no more than sixty (60) days prior to the date of the meeting by the Secretary to each person entitled to vote at such meeting, unless a different time period is required by the Declaration.

In the case of an annual meeting, substitute annual meeting or special meeting, the notice of the meeting shall state the time and place of the meeting as well as the items on the agenda to be considered, including, but not limited to, the general nature of any proposed amendment to the Declaration or Bylaws, any budget matters, or any proposal to remove an officer or director.

When a meeting is adjourned for thirty (30) days or more, notice of the reconvening of the adjourned meeting shall be given as in the case of an original meeting. When a meeting is adjourned for less than thirty (30) days in one adjournment, it shall not be necessary to give notice of the reconvening of the adjourned meeting other than by announcement at the meeting for which the adjournment is effective.

Section 7. Quorum. Unless a different percentage is required in the Articles of Incorporation, Declaration or a specific provision to these Bylaws, a quorum is present throughout any meeting of the Association if persons entitled to cast fifty percent (50%) of the votes which may be cast for the election of the Board of Directors of the Association are present in person or by proxy at the beginning of the meeting. Unless otherwise expressly provided herein, any action, consistent with the notice of such meeting, may be taken at any meeting of the Association at which quorum is present upon the affirmative vote of the members having a majority of the total votes present at such meeting.

If a quorum is not present at the opening of any meeting, the meeting may be adjourned from time to time by vote of a majority of the voting interests present, either in person or by proxy, and shall be reconvened at the date and time determined at the adjourned meeting, subject to the notice requirements set forth in Section 6 of this Article. Upon the reconvening of any meeting adjourned for lack of a quorum, the

quorum required at such subsequent meeting shall be one-half (1/2) that required at the preceding meeting.

Section 8. Voting Members: Proxies. There shall be one person with respect to each Lot who shall be entitled to vote the voting interest of the Lot at any meeting of the Association, herein referred to as the "voting member." The voting member may be the Owner of a Lot, or an owner designated by a majority of the several Owners of a Lot, or may be some other person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be the owner. Designation of the voting member or a proxy shall be made in writing to the Secretary and shall be revocable at any time prior to the meeting by actual notice to the Secretary by the Owner or majority of the Owners. Once a meeting has been commenced, a Lot owner may not revoke a proxy given except by written notice of revocation delivered to the person presiding over the meeting. A proxy is void if not dated, and a proxy shall terminate at the time specified in the proxy or one year from date, whichever is earlier.

Section 9. Voting Rights: Multiple Owners. If only one of the multiple Owners of a Lot is present at a meeting of the Association, that present Owner is entitled to cast the vote allocated to the Lot. If more than one of the multiple Owners are present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the multiple owners. Majority agreement is conclusively presumed if any one of the multiple owners casts the vote(s) allocated to the Lot without protest being made promptly to the person presiding over the meeting by any of the other owners of the Lot. Fractional voting is prohibited.

Section 10. Voting Rights: Cumulative Voting. The vote cast by, or in behalf of, the Owner or Owners of a Lot shall be that voting interest specified in the Declaration. In all elections for members of the Board of Directors, no voting member shall be entitled to vote on a cumulative voting basis for the director or directors to be elected, and the candidate or candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed elected.

Section 11. Waiver of Notice. Any Lot Owner, at any time, may waive notice of any meeting of the Association in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance of a Lot Owner at any meeting of the Association shall constitute a waiver of notice by him of the time and place thereof except where a Lot Owner attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all of the voting Members are present at any meeting of the Association, no notice shall be required, and any business may be transacted at any meeting.

Section 12. Informal Action by Lot Owners. Any action which may be taken at a meeting of the Association may be taken without a meeting if a consent, in

writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such an action at a meeting and filed with the Secretary of the Association to be kept in the Association minute book.

ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers. The business shall be managed and directed by the Board of Directors of the Association or by such executive committees as the Board may establish pursuant to these Bylaws. If any of the authority of the Board of Directors is vested in any committee, one member of each such committee shall be a Board member.

Section 2. Initial Board. There shall be an initial Board of two (2) directors, appointed by the Declarant, who shall serve until their successors are appointed or elected and qualified as herein provided. The Board of Directors may increase the number of directors from time to time as it sees fit, so long as the total number of directors is nine (9) or less.

Section 3. Subsequent Number and Qualification. Until such time as the Class B membership shall terminate, Declarant shall be the only Member to select, or elect, the Board of Directors.

Notwithstanding the foregoing, the Declarant may, at any time, voluntarily surrender its right as a Class B Member and to appoint members of the Board of Directors before the occurrence of those events of termination set forth in the Declaration.

At such time as Declarant's Class B membership rights to appoint the members of the Board of Directors expires or is surrendered, the terms of the directors appointed by Declarant shall thereupon immediately terminate and the vacancies thereby created shall be filled by the Members of the Association upon a meeting called for that purpose to serve until the next annual meeting of Members. At the end of such period when Declarant's Class B membership rights have terminated or upon surrender of those rights and if all Lots have not been transferred by Declarant, the Declarant for all purposes shall be deemed a Lot Owner and shall be entitled to vote in such elections as any other Lot Owner. During the times when it has the right to designate Directors, the Declarant shall have the right in its sole discretion to replace any Director or Directors it appointed and to designate successors.

Section 4. Election of Directors. Except for the appointed directors provided for in Section 3 of this Article while Declarant is a Class B member, and as otherwise provided in Section 5 of this Article, the directors shall be elected at the annual meeting

of the Association; and those candidates who receive the highest number of votes shall be elected.

Section 5. Removal. Any elected director may be removed from office, with or without cause, by the affirmative vote of sixty-seven percent (67%) of the voting interests of Lot Owners present and entitled to vote at a special meeting called for that purpose; provided that Class A Members shall have no vote to remove, or right to remove, a director appointed by Declarant so long as the Class B membership exists. If any directors are so removed, after Class B membership terminates, new directors may be elected at the same meeting.

Section 6. Vacancies. A vacancy occurring in the Board of Directors, including directorships not filled by the voting Members, may be filled by a majority of the remaining directors, no less than a quorum, or by the sole remaining director; provided, the Declarant shall have the sole authority to fill vacancies, while the Class B membership exists.

Section 7. Compensation. The Board of Directors shall receive reimbursement for expenses, but shall receive no compensation for their services unless expressly allowed by the Association upon the affirmative vote of its Members.

Section 8. Executive Committee. The Board of Directors may, by resolution adopted by a majority of the number of directors fixed by these Bylaws, designate two or more directors to constitute an executive committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the Property.

Section 9. Powers. The Board of Directors shall have the powers necessary for the administration of the affairs of the Association as specified by law, the Declaration or these Bylaws, and may do all such acts and things, except such acts as by law, by the Declaration, or by these Bylaws may not be delegated to the Board of Directors.

Section 10. Duties. It shall be the duty of the Board of Directors to:

- a) Administer, operate, maintain and repair the Common Elements;
- b) Enter upon any Lot and perform any repairs, maintenance or construction for which the Association is responsible at reasonable times and hours and with as little inconvenience to the Lot Owner as practicable. The Association shall repair any damages to the Lot caused by such repair, maintenance or construction, and all costs incurred in performing these duties shall be a Common Expense of the Property, unless the Board shall determine that the repairs, maintenance or construction was necessitated

by the negligence, misuse, unlawful act or act in violation of the Declaration, these Bylaws, or the Rules and Regulations of the Association by the Lot Owners, its agents, contractors, family members, guests, invitees, tenants or contract purchasers, in which event such costs may be assessed against the Lot Owner, as by the Declaration prescribed;

- c) Determine the Common Expenses arising from the costs of administration, operation, care, upkeep, maintenance, repair, and construction of the Common Elements, including, without limitation, reserves for repair, reconstruction or replacement;
- d) Fix and assess in the manner provided by law and the Declaration, the proportionate part of the Common Expenses for each Lot Owner within the Property;
- e) Collect and enforce the collection of Common Expenses in the manner provided by law and the Declaration, including, but not limited to, legal proceedings for the enforcement of liens and provide written evidence of payment upon request therefore;
- f) Employ, supervise and dismiss personnel, managers or independent contractors necessary to the maintenance and operation of the Common Elements, or to the operation of the business of the Association;
- g) Adopt, amend, publish and enforce reasonable Rules and Regulations that it deems advisable and necessary for the proper administration, operation, maintenance, conservation, and beautification of the Property and for the health, comfort, safety and general welfare of the Owners and occupants of the Lots. Copies of the published Rules and Regulations and amendments thereto shall be given to at least one Owner, representing each Lot (but need not be recorded with the Burleigh County Recorder), and the Association and Property shall be administered, operated and maintained in conformity with such Rules and Regulations;
- h) Designate depositories for Association funds and the officers, agents and/or employees having the authority to deposit and withdraw such funds; and, in its discretion, to require such officers, agents or employees to be bonded in such amounts as it deems necessary;
- i) Sign all mortgages, deeds of trust, agreements, contracts, vouchers and payment of expenditures, deeds and other instruments in such manner as from time to time shall be determined by written resolution of the Board.

In the absence of such determination by the Board, such documents shall be signed by the President and the Secretary;

- j) Procure and maintain adequate insurance of such nature and in such amounts as provided in the Declaration, and such other insurance as the Board may deem necessary or appropriate, including, without limitation, hazard insurance, liability insurance and officers and directors liability coverage;
- k) Appoint such committees as are provided for in these Bylaws and the Declaration or as otherwise deemed appropriate by the Board, including, but not limited to, a Nominating Committee and an Architectural Committee;
- l) Exercise their powers in good faith and do and perform such other matters and things not expressly prohibited by law, the Declaration, or these Bylaws as are necessary and appropriate to the proper administration, operation and maintenance of the Association;
- m) Prepare an annual budget in which there shall be established the assessments of each Lot Owner for the Common Expenses;
- n) Pay all taxes, charges and assessments which are or may become liens against any part of the Common Elements and assess the same against the Members and their respective Lots;
- o) To enforce by legal means or proceedings the provisions of the Articles of Incorporation, the Bylaws, the Declaration and the Rules and Regulations promulgated hereunder;
- p) To review and to determine, in its discretion, whether to approve or disapprove architectural changes, alteration or modifications of any improvements in the Project, or the placement of any improvement upon a Lot;
- q) To establish fines and penalties for late payment of assessments and for violations of the Declaration, Bylaws, and the Rules and Regulations and to provide for the suspension of voting rights of any Member, or its Lot occupants, as well as the right to use any amenities or recreational facilities during any period in which such Member shall be in default on the payment of any assessment levied by the Association and to suspend such voting rights and other privileges for a period not to exceed sixty (60) days after notice and hearing for any infractions;

- r) To impose reasonable charges for services especially provided to one or more Lot Owners which charges or costs should not otherwise be a Common Expense;
- s) To institute, defend or intervene on behalf of the Association in litigation or administrative procedures affecting the Property;
- t) To cause additional improvements, which are determined by the Board to be beneficial and appropriate, to be made to the Common Elements;
- u) To grant easements, leases, license, and concessions through or over the Common Elements; and
- v) To exercise all other duties to which similar organizations have the power to perform and as by law provided.

Section 11. Person Who May Serve. Every elected member of the Board shall be a Lot Owner unless the Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, in which event any officer, director, agent or employee of such corporation, partner or such partnership, beneficiary or trustee of such trust or manager of such other legal entity shall be eligible to serve as a member of the Board, but members of the Board appointed by the Declarant need not be Owners.

Section 12. Liability of the Board. The members of the Board of Directors shall not be liable to the Lot Owners for any mistake of judgment, negligence or otherwise except for their own willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or in willful violation of the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability, arising solely from their status as a Board member, with respect to any contract made by them on behalf of the Association. Every agreement made by the Board or by the manager on behalf of the Association shall provide that the members of the Board, or the manager, as the case may be, are acting only as agents for the Association, and the Board members shall have no personal liability thereunder (except as Lot Owners), it being agreed that each Lot Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as its voting interest in the Association bears to the voting interest of all Lot Owners.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Organization Meeting. The Board of Directors may meet prior to conveyance of the first Lot by the Declarant. No notice to the Directors shall be necessary in order to legally constitute such meeting, provided that a quorum shall be present.

Section 2. Regular Meetings. A regular meeting of the Board shall be held immediately after and at the same place as the annual meeting or substitute annual meeting of the Association. The Board may provide by adoption of an appropriate resolution for the time and place within the County in which the Property is Located for other regular meetings of the Board.

Section 3. Special Meetings. Special meetings of the Board may be called by or at the request of the President or by any two Directors. Such meetings may be held at any place within the County in which the Property is located.

Section 4. Notice of Meetings. Regular meetings of the Board may be held without additional notice. The person or persons calling a special meeting of the Board shall give actual notice, oral or written, to all Directors of the time, place and purpose of such meeting at least two (2) days prior thereto.

Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called.

Section 5. Waiver of Notice. Any member of the Board of Directors may waive notice at any time of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. If all of the members of the Board are present at any meeting thereof, no notice shall be required and any business may be transacted at such meeting.

Section 6. Quorum. A majority of the number of Directors fixed by these Bylaws shall be required for and shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 7. Manner of Acting. Except as otherwise provided in this section, the act of the majority of the Directors present at a meeting at which a quorum is present shall be an act of the Board of Directors.

Section 8. Organization. Each meeting of the Board of Directors shall be presided over by the President and in the absence of the President, by the Vice-President, and in the absence of the Vice-President, by any person selected to preside by vote of the

majority of the Directors present. The Secretary, or in his absence, an Assistant Secretary, or in the absence of both the Secretary and the Assistant Secretary, any person designated by the President or by the presiding officer of the meeting shall act as secretary of the meeting.

Section 9. Informal Action of Directors. Any action taken by a majority of the Directors without a meeting shall constitute Board action if written consent to the action in question is signed by all the Directors and filed with the minutes of the proceedings of the Board, whether done before or after the action is taken.

Section 10. Minutes. The Board, and all committees to which the Board shall have delegated any of its authority, shall keep minutes of all the proceedings of the Board and the committees.

Section 11. Fidelity Bonds. The Board may require any officer or employee of the Association handling or responsible for Association funds to be covered by an adequate fidelity bond. The premiums of such bond shall constitute a Common Expense.

ARTICLE VII OFFICERS

Section 1. Designation. The principal officers of the Association shall be a president, a vice president, a secretary, a treasurer, and such assistant vice presidents, assistant secretaries, assistant treasurers and other officers as the Board may from time to time elect. Any two or more offices may be held by the same person, except that of the President and Secretary may not be held by the same person.

Section 2. Election and Term. A director designated by the Declarant shall serve as President so long as the Declarant designates the Board members. All other officers of the Association shall be elected by the Board of Directors, and such elections may be held at the regular annual meetings of the Board; provided, however, that prior to the first annual meeting, the Declarant shall appoint the officers from among the initial Board.

Each officer shall hold office for a period of one (1) year or until the officer's death, resignation, retirement, removal, disqualification or a successor is elected and qualified.

Section 3. Removal. Any officer or agent elected or appointed by the Board may be removed by the Board with or without cause; any officer or agent appointed or designated by the Declarant may be removed by the Declarant with or without cause.

Section 4. Compensation. No officer shall receive compensation from the Association for acting as such, but the Board may reimburse any officer for any direct expenses incurred by the officer in the performance of duties as such officer and such reimbursement shall be a Common Expense.

Section 5. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall supervise and control the management of the Property. The President shall, when present, preside at all meetings of the Board and the Association, and, in general, shall perform all duties incident to the office of the President and such other duties as may be prescribed from time to time by the Board. The President shall prepare, execute (with the Secretary), certify and record amendments to the Declaration and/or the Bylaws, on behalf of the Association.

Section 6. Vice President. The Vice President, and if there be more than one, the Vice Presidents, shall, in the absence or disability of the President, have the powers and perform the duties of said office. In addition, each Vice President shall perform such other duties and have such other powers as shall be prescribed by the President.

Section 7. Secretary. The Secretary shall keep accurate records of the acts and proceedings of all meetings of the Association and of the Board. The secretary shall give, or cause to be given, all notices required by law and these Bylaws, and the Secretary shall have general charge of the minute books and records of both the Association and the Board. The Secretary shall sign such instruments as may require his signature, and, in general, shall perform all duties incident to the office of the Secretary and such other duties as may be assigned to him from time to time by the President or by the Board of Directors.

Section 8. Treasurer. The Treasurer shall have custody of all Association funds and securities and shall receive, deposit or disburse the same under the direction of the Board of Directors. The Treasurer shall keep full and accurate records of the finances of the Association and shall cause a true statement to be prepared at the close of each fiscal year setting forth, in reasonable detail, the assets and liabilities of the Association, the changes in surplus for such fiscal year, and the result of the operations of the Association. The statement shall be filed and kept available for inspection by any Lot Owner for a period of three (3) years and the Treasurer shall mail or otherwise deliver a copy of the latest statement to at least one Owner of each Lot and member of the Board of Directors annually on or before thirty (30) days prior to the annual meeting of the Association covering the preceding calendar year. The Treasurer shall also prepare and file all reports and returns required by Federal, State or local laws, and shall generally perform all other duties as may be assigned to the Treasurer from time to time by the President or Board of Directors.

Section 9. Assistant Secretaries and Treasurers. The Assistant Secretaries and Assistant Treasurers, if any, shall, in the absence or disability of the Secretary or Treasurer, respectively, have all the powers and perform all of the duties of those officers, and they shall, in general, perform such other duties as shall be assigned to them by the Secretary or Treasurer, respectively, or by the President or Board of Directors.

ARTICLE VIII OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Fixing Common Expenses. The Board, from time to time, and at least annually, shall prepare a budget for the Common Elements, determine the amount of the "Common Expenses" (as defined in the Declaration) payable by the Lot Owners, and shall allocate and assess the Common Expenses amount to the Lot Owners thereto as set forth in the Declaration. The Common Expenses shall include, among other things and without limitation, the administrative expenses of the Association; maintenance, repair and replacement costs of the Common Elements and of the exterior of the Lots and Buildings; utilities costs; Lot acquisition costs; and the costs of all premiums for insurance obtained pursuant to the provisions of the Declaration. The budget of the Association, in the discretion of the Board, and as necessary, may include, without limitation, amounts for: funding deficits for any prior year, a reserve for working capital, a reserve for maintenance and replacement, and a general operating reserve.

Section 2. Payment of Common Expenses. All Lot Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article at such time or times as the Board shall determine.

No Lot Owner shall be liable for the payment of any part of the Common Expenses assessed against such Owner's Lot subsequent to the consummated sale, transfer or other conveyance by said Owner (made in accordance with the provisions of the Declaration and applicable restrictions of record) of such Lot. A purchaser of a Lot shall be jointly and severally liable with the seller for the payment of the Common Expenses assessed against such Lot prior to the acquisition by the purchaser of such Lot, without prejudice to the purchaser's right to recover from seller the amounts paid by the purchaser therefore; provided, that a first-lien mortgagee shall not be liable for, and such Lot shall not be subject to, a lien for the payment of Common Expenses assessed prior to a foreclosure sale, by said mortgagee, and such unpaid Common Expenses shall be deemed to be Common Expenses collectible proportionately from all of the Lot Owners, including such purchaser, his successor and assigns, and personally from the prior Owner.

Section 3. Date of Commencement of Annual Assessments; Due Dates: Initial Working Capital. The annual assessments provided for herein shall commence as to each individual Lot within a Phase, no later than the first day of the month following the date

by which both a Living Unit (as that term is defined in the Declaration) is established on the Lot and the Lot is conveyed by the Declarant to a purchaser. All Lots in subsequently developed Phases, properties, similarly, shall be subject to assessment, in the same manner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to at least one Owner of each Lot subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge if it deems appropriate, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of issuance.

Section 4. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be delinquent, in default and shall bear interest at the highest rate then permitted by North Dakota Law. The Association may bring an action at law against an Owner personally obligated to pay the same plus interest, costs, late payment charges and reasonable attorney's fees, and/or proceed with any other permissible legal remedy then available to the Association. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of such Owner's Lot.

Any assessment levied against a Lot remaining unpaid for a period of 30 days or longer shall constitute a lien on that Lot when a Notice of Lien is filed of record in the office of the Recorder of Burleigh County, North Dakota. The Notice of Lien shall state the description of the Lot encumbered thereby, the name of the record owner at the time the lien is filed, the name and address of the Association, and the amount due and date when due. The Association may foreclose the Notice of Lien in any manner allowed by North Dakota law.

The Notice of Lien shall be recordable any time after thirty (30) days after the due date of the assessment or any installment thereof and the lien shall continue in effect until all sums secured by said lien as herein provided shall have been fully paid. Such Notice of Lien shall include assessments which are due and payable when the Notice of Lien is recorded, fees, charges, late charges, fines, interest and other charges imposed pursuant to North Dakota law, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such Notice of Lien shall be signed by an officer or agent of the Association. Upon full payment of all sums secured by such Notice of Lien, the same shall be satisfied of record.

Section 5. Maintenance and Repair.

- a) Maintenance of Lots. All maintenance and repairs to any Lot, ordinary or extraordinary (other than maintenance of and repairs to any portion thereof required to be maintained by the Association under the Declaration) shall be made by the Owner of such Lot.
- b) Maintenance of Common Elements. All maintenance, repairs and replacements to the Common Elements, whether located inside or outside of the Lots, and to the exterior of the buildings and other improvements, which are constructed upon the Lots, and which are the responsibility of the Association (unless necessitated by the negligence, misuse, or neglect of a Lot Owner, his guests, lessees, employees, servants or invitees, agents or contractors, in which case such expense shall be charged to such Lot Owner), shall be charged to all Lot Owners as a Common Expense of the property.

Section 6. Use of Common Elements. The Common Elements shall be used only for the purposes for which they are intended in furnishing services and facilities for the enjoyment of the Lots.

Until all of the Lots of the Declarant referred to in Article 1, Section 1, hereof have been sold, neither the Lot Owners nor the Board shall interfere with the sale of Lots. Declarant may make such use of the unsold Lots and the Common Elements or may facilitate such completion and sale, including, but not limited to, the rental of the same, showing of the Lots and the display of signs and maintenance of a sales office.

Section 8. Rules of Conduct. Rules and Regulations concerning the use of the Common Elements and of the Lots may be promulgated and amended by the Board, as set forth in Article V, Section 10(g).

Section 9. Utility Charges. All charges for utilities used in connection with the maintenance and use of the Common Elements, or otherwise applicable to the obligations of the Association, shall be a Common Expense.

ARTICLE IX
RECORD AND AUDITS

The Board of Directors or the Treasurer shall keep financial records of actions of the Board and the Treasurer, copies of the minutes of the meetings of the Board of Directors, copies of the minutes of meetings of the Association, and financial records and book of accounts, including a chronological listing of receipts and expenditures, which, among other things, shall contain the amount of each assessment of the Common

Expenses against each Lot, the date when due, and amounts paid thereon, and the balance remaining unpaid, including maintenance and repair expenses of the Common Elements and any other expenses incurred. The financial records and books of account shall be available for examination by any Lot Owner or his duly authorized agent or attorney at convenient hours on working days by prior arrangement with the Board or the Board's designee. All books and records shall be kept in accordance with good and acceptable accounting practices.

ARTICLE X OPERATION PRIOR TO INITIAL MEETING OF BOARD

Prior to the first meeting of the initial Board of Directors, all functions of the Association and of the Board of Directions as herein set forth shall be performed and carried out by the Declarant through its officers and agents.

ARTICLE XI AMENDMENT OF BYLAWS

Section 1. Amendment by Owners. Except as provided in Section 2 below, these Bylaws may be amended by the affirmative vote of the voting Members having at least sixty-seven percent (67%) of the aggregate voting interests, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws. Such amendment shall be executed in the name of the Association and recorded in the Office of the Recorder in Burleigh County. No such amendment shall be effective until duly recorded as aforesaid.

Section 2. Amendment After Sale of Lot. The Declarant, for so long as it controls the Board and remains a Class B member, may amend these Bylaws without consent of the Owners, even after the sale of one or more Lots:

- a) To correct any obvious error or inconsistency in drafting, typing or reproduction; or
- b) To conform to the requirements of any law or governmental agency having legal jurisdiction over the Property or to qualify the Property or any Lots therein for mortgage or improvement loans made or insured by a governmental agency, Federal National Mortgage Association, or the City of Bismarck or to comply with the requirements of law or regulations of any corporation or agency regarding purchase of mortgage interests in Lots by such agency; or
- c) To increase the size of the Board of Directors.

Section 3. Amendment Prior to Sale of Lot. Declarant shall have the right to amend these Bylaws, in any manner determined appropriate by the Declarant, at any time prior to recording the sale of the first Lot to an Owner by filing an amendment in the Office of the Register of Deeds of the County in which the Property is located with a certificate certifying the fact that no sale has previously occurred.

Section 4. No amendments made pursuant to this Article XI shall be effective until duly recorded in the Office of the Register of Deeds of the County in which the Property is located.

ARTICLE XII
CONFLICTS

In the case of any conflict between Articles of Incorporation and these Bylaws, these Bylaws shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

CERTIFICATION

We, the undersigned, do hereby certify:

That we are the duly acting President and Secretary of Cottonwood Cottage Townhome Owners Association, Inc.; and That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted by the Board of Directors thereof on the 22nd day of July, 2009.

IN WITNESS WHEREOF, we have executed this Certification in the name of and on behalf of COTTONWOOD COTTAGE TOWNHOME OWNERS ASSOCIATION, INC. Effective this the 22nd day of July, 2009.

COTTONWOOD COTTAGE TOWNHOME OWNERS ASSOCIATION, INC.

BY: Matthew J. Geiger Thomas L. Kunz
Matthew J. Geiger, President Thomas L. Kunz, Secretary

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

ACKNOWLEDGMENT

I, Lora Wingenbach, Notary Public of the County and State aforesaid, certify that MATTHEW J. GEIGER and THOMAS L. KUNZ, personally came before me on this day and acknowledged that they are the President and Secretary of COTTONWOOD COTTAGE TOWNHOME OWNERS ASSOCIATION, INC., a North Dakota non-profit corporation and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and Secretary.

Witness my hand and official stamp or seal, this 22nd day of July, 2009.

Lora Wingenbach
Notary Public

My Commission Expires: 6/13/13

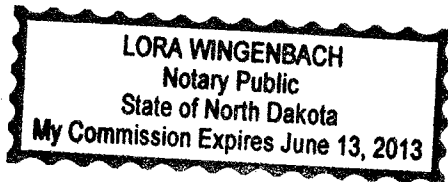


EXHIBIT A

Santa Fe Addition to the City of Bismarck, Burleigh County, North Dakota

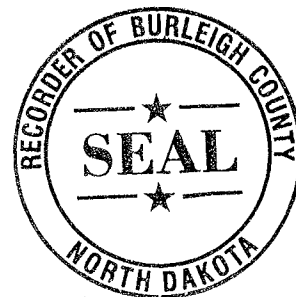
[Being a replat of the South 347.00 feet of Lot 23, Block 3,
Cottonwood Lake Fifth Addition to the City of Bismarck,
and the adjoining Santa Fe Avenue and South Twelfth
Street right-of-way, Burleigh County, North Dakota.]

The above-described property includes the following Lots (paranthal reference
is made to property addresses on Santa Fe Avenue, Bismarck, North Dakota):

Phase I- Lot 1 (1110), Lot 2 (1112), Lot 3 (1114), Lot 4 (1116), Lot 5 (1117),
Lot 6 (1115), Lot 7 (1113), Lot 8 (1111), Lot 9 (1120), Lot 10 (1122), Lot 11 (1124),
Lot 12 (1125), Lot 13 (1123), Lot 14 (1121)

Phase II- Lot 15 (1130), Lot 16 (1132), Lot 17 (1134), Lot 18 (1136), Lot 19
(1138), Lot 20 (1139), Lot 21 (1137), Lot 22 (1135), Lot 23 (1133), Lot 24 (1131),
Lot 25 (1140), Lot 26 (1142), Lot 27 (1144), Lot 28 (1146), Lot 29 (1148), Lot 30
(1149), Lot 31 (1147), Lot 32 (1145), Lot 33 (1143), Lot 34 (1141)

Phase III- Lot 35 (1160), Lot 36 (1162), Lot 37 (1164), Lot 38 (1166), Lot
39 (1167), Lot 40 (1165), Lot 41 (1163), Lot 42 (1161), Lot 43 (1150), Lot 44
(1152), Lot 45 (1154), Lot 46 (1155), Lot 47 (1153), Lot 48 (1151)



Debbie Krohn

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Burleigh County