

MC LEAN COUNTY PERMIT APPLICATION

CONDITIONAL USE ZONING CHANGE SUBDIVISION PLAT TEMP. USE

Name of applicant: Timothy Eslinger

Mailing address: 3104 17th St NW
Coleharbor ND 58531

Telephone Number 701-720-4387 (ofc) _____ (res)

Property is located in the NW 1/4 (Quarter), Section 13, Township 148,
Range 84, or more specifically identified as: Outlet B 35.3 acres

Purpose of requested change: _____

Describe proposed construction: Develop 3rd Addition to
Tranh Subdivision 13 New lots

Present land use: Farm Land

Proposed land use: Subdivision

Additional items required to be attached:

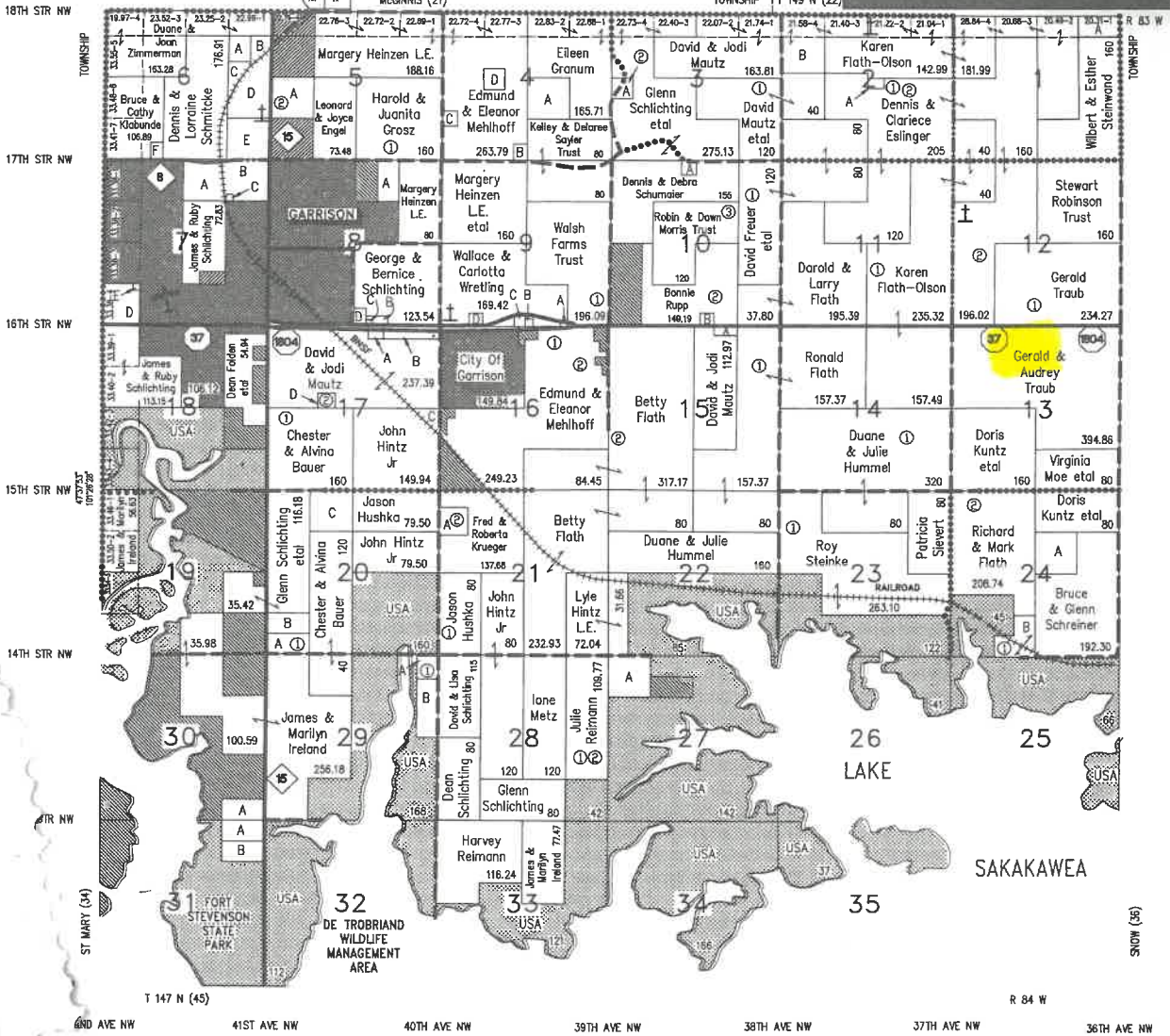
- Map of area
- Boundary line survey of site
- Preliminary map showing location of structures.
- Timing schedule indicating the starting and completion dates.
- Written approval of highway authority for new access roads.
- Permit application fee in the amount of \$ 650

(MAKE CHECK PAYABLE TO McLEAN COUNTY TREASURER)



MAP OF
T 148 N R 84 W
TOWNSHIP: 148 N McLEAN COUNTY RANGE: 84 W NORTH DAKOTA
CODE: CJ

Farmers Security Bank
F S B
PO Box 310 Washburn, ND 58577 Phone (701) 462-3232
www.fsbwashburn.com Toll Free 888 280-6202



SEE LETTERED SMALL TRACTS DIRECTORY FOLLOWING TOWNSHIP MAPS

ACKERMAN SURVEYING & ASSOCIATES, INC.
Rolly B. Ackerman & Rolly L. Beard
Registered Land Surveyors
Lot Surveys • Subdivisions
Boundaries • Land Planning • GPS Services
Topographic & Construction Surveys
email: landsurvey@art.com 6008 Hwy 2 East
Minot, ND

GREAT RIVER ENERGY
Great River Energy and its 320 employees contribute to the economic health of our state and local communities by generating electricity in an environmentally responsible manner at Coal Creek Station and Stanton Station
Underwood, North Dakota
www.greatriverenergy.com

COTTINGHAM AGENCY Insurance
ALL FORMS OF INSURANCE
Specializing in all forms of insurance, with three locations to serve you better.
810 EAST DIVIDE AVENUE
BISMARCK, ND 58501
(701) 323-9419
210 7th St
Washburn, ND 58577
(701) 462-3406
201 Lincoln Ave
Underwood, ND 58576
(701) 442-3473
CottinghamIns@earthlink.net



Legend

Cartography

- <all other values>
- Lot Dim Carto 100
- Lot Dim Carto 400
- Misc Dim Carto 100
- Misc Dim Carto 400
- Parcel Dim Carto 100
- Parcel Dim Carto 400
- Parcel Owner Hook 100
- Parcel Owner Hook 400
- Proof Notes Carto 100
- Proof Notes Carto 400
- Railroad Dim Carto 100
- Railroad Dim Carto 400
- Road Dim Carto 100
- Road Dim Carto 400
- Unknown Carto

- Subdivision
- Parcel



March 26, 2024

Tim Eslinger
3104 17th St NW
Coleharbor, ND 58531

DRIVE PERMIT 2024-01

Attached is the approved drive permit form. Please make sure the constructed drive meets the requirements of the permit.

When the work on the drive has been completed, please submit attached document SFN 5919 to me for a final inspection.

If you have any questions, please contact me.



CHAD E. BEGGS, P.E. – ASSISTANT DISTRICT ENGINEER

DRIVEWAY APPLICATION & PERMIT

North Dakota Department of Transportation, Maintenance
SFN 5918 (3-2016)

Permit Number			
2	4	0	1
District Number			
6	4		

#64240248

Applicant Tim Eslinger			
Address 3104 17th St NW	City Coleharbor	State ND	ZIP Code 58531

Driveway Information on State Highway Right of Way

Number of Driveways 1	<input checked="" type="checkbox"/> Private <input type="checkbox"/> Commercial	Direction <input type="checkbox"/> N <input checked="" type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	side of Route ND 37
Location 1.5 Mi West of Jct ND 37 and US 83			
Town Garrison	Highway ND 37	Junction ND 37/US83	Mile Marker Number 60.44
Description of proposed work on state right of way and type of business served. Modification to existing drive. Drive is to be constructed a maximum 24' wide with 8:1 slopes and at least 4" of gravel. The drive and all areas disturbed will be smoothly finished, spread with available topsoil, seeded to grass, mulched with straw or hydromulch, and left in a neat appearing condition to the District Engineer. Erosion control devices must be installed prior to construction and maintained during and after construction until at least 70% of vegetation has been established.			

Applicant agrees that any permit issued and any entrance built or work done shall be in accordance with plans attached hereto and made a part hereof, and Permit Specifications, printed on the reverse side of this sheet. If the applicant fails to construct the drive to the specified dimensions, including the proper culvert length and inslopes, the Department of Transportation, hereinafter referred to as NDDOT, will either cancel this permit and remove the drive or make the necessary corrections and the Applicant will reimburse NDDOT for such work.

APPLICANT

Tim Eslinger
Name (Type or Print)

X Tim Eslinger
Signature

Land owner
Title

3-26-24
Date

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Chad E. Beags
District Engineer (Type or Print)

X [Signature]
Signature

3/26/24
Date

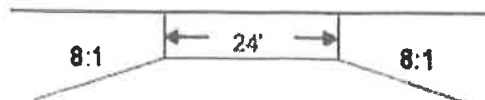
Permit granted

March 26, 2024
Date

Construction shall be completed by

September 30, 2024
Date

Sketch



Original to District File, copy to Applicant

Please send completed form to Pavement Management Engineer

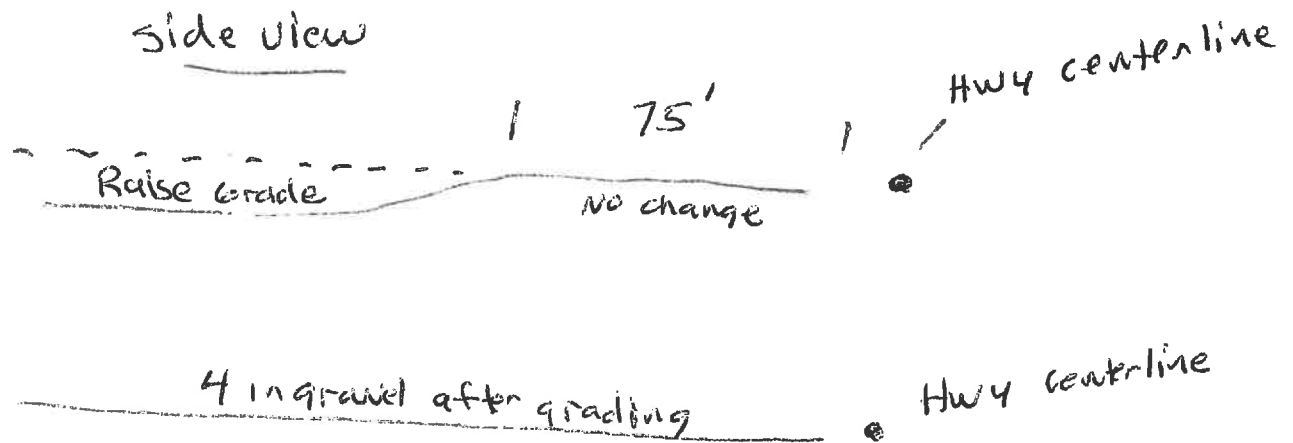
Improvement of existing Driveway into Farm land and eventual subdivision.

Existing Driveway is original to Hwy 37

Improvement to be done in 2 phases.

First Phase is to raise grade starting approx 75' from center of road and continuing south.

Second phase is to apply 4" gravel overlay after final grading from Hwy shoulder and continuing south





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Farmers Union Insurance
 Brian Nieuwenhuis, Agent
 #1 South Main Street
 Garrison, ND 58540

CONTACT NAME:**PHONE**

(A/C, No, Ext): (701)463-2436

FAX

(A/C, No): (701)463-7375

E-MAIL ADDRESS:

brian.nieuwenhuis@fumic.com

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A: Farmers Union Mutual Ins. Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Tim Eslinger
 3104 17th St NW
 Coleharbor, ND 58531

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			FR00062065-36	10/12/2023	10/12/2024	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY			N/A			PRODUCTS - COMP/OP AGG \$
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS ONLY						\$
A	UMBRELLA LIAB			FR00062065-36	10/12/2023	10/12/2024	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB	Y	Y				AGGREGATE \$
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 2500						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N/A			PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The State of North Dakota and its Agencies, Officers, and Employees (State) are included on the General Liability policy as Additional Insureds. Policy includes Waiver of Subrogation in favor of the State of North Dakota.

Additional Insureds: Audubon Land Holdings, LLP; Audubon Farms, LLC

CERTIFICATE HOLDER**CANCELLATION**

North Dakota Department of Transportation
 Attn: Jim Redding
 1305 Hwy 2 Bypass East
 Minot, ND 58701-7922

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Garrison Rural Water District

701.463.7276 | P.O. Box 820 | Garrison, North Dakota 58540

February 27, 2024

Tim Eslinger
3104 17th St NW
Coleharbor, ND 58531

Subject: Traub 3rd Subdivision

Dear Tim,

At the February 27th, 2024 Board meeting the Garrison Rural Water District (GRWD) Board approved guaranteed water service to 13 lots in the Traub 3rd Subdivision. All approvals are subject to adherence to the Development Guidelines by the developer.

Per the Development Guidelines payment of the base rate starts 9 months following the Feb. 27th approval. Failure to pay the base rate will result in the loss of guaranteed water service to the lot. GRWD has developed form letters for your use when discussing rural water with potential buyers and lot owners. These letters are enclosed.

Sincerely,

Steve Seidler
Vice President Garrison Rural Water

Enclosed: Development Guideline
Existing landowner letter
Potential landowner letter

January 29th, 2024



Tim Eslinger
Traub 3rd Addition

Development Location: 148-84 Section 13 NWQTR/NEQTR

RTC Networks has been contacted by Mr. Eslinger regarding if we have services (Internet, Phone, TV) available at the location referenced above. RTC Networks currently has fiber services in the area. If the project is approved by Mclean County Planning and Zoning, we will need to make some modifications to our infrastructure to get service into this development. We currently have fiber optic services on the west side of this new development. No boring of county roads. Just need a utility corridor on the lots for new facilities.

Sincerely

Chad Betz
RTC Networks
Outside Plant Manager East
Parshall ND, 58770

From: Lucas Schaaf

lucasjs@mcleanelectric.com

Subject: New Traub Subdivision

Date: Jan 25, 2024 at 9:06:06 AM

To: times58531@gmail.com

Cc: Keith Thelen

keithpt@mcleanelectric.com

Hi Tim,

Thanks for stopping in. MEC will be able to support the 3rd Addition of the Traud Subdivision.

Thank you.

**Lucas Schaaf, PE | Engineering
Manager**

McLean Electric Cooperative | 4031 Hwy
37 Bypass | PO Box 399 | Garrison, ND
58540

PROTECTIVE COVENANTS
For
Traub Subdivision Third Addition

This declaration of Protective Covenants, made this ___ day of _____, 2024 by Lake View Properties, LLC, hereinafter referred to as “Developer,” and owner of that certain property situated in the county of McLean, State of North Dakota and more particularly described as:

WHEREAS, “Developer is expecting to sell residential lots within said property to individual homeowners and desirous to subject the land and purchasers thereof to certain restrictions, conditions and covenants for the benefit of said entire subdivision and for the purpose of maintaining the value and atmosphere desired for the subdivision;

NOW, THEREFORE, Developer hereby declares that all of the land described above is held, and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved subject to the following Protective Covenants, all of which are declared and agreed to be in the furtherance of a plan for improvement and sale of said land and lots and every part thereof. All such Protective Covenants shall run with the land and inure to the benefit of and be binding upon the Developer and all heirs, successors, assigns, and all other parties having or occupying any right, title or interest in the described land or any part thereof, and on all of their heirs, successors, and assigns.

1. **TRAUB SUBDIVISION PROPERTY OWNERS ASSOCIATION:** Each owner of a lot in Traub Subdivision Third Addition shall, by virtue of accepting a deed, contract, or other title transfer document for any such lot covered by these Protective Covenants, agrees to and shall be a member of and shall be subject to the Bylaws of the Traub Subdivision Property Owners Association. The Traub Subdivision Property Owners Association shall be charged with the responsibility of enforcing compliance with all provisions of these Protective Covenants, or if there should be no Association, then jointly and severally by the other property owners in Traub Subdivision Third Addition. Any changes or modifications to these covenants shall be made by a meeting of the lot holders at a special meeting and all changes must be approved by 75% of lot holders.
2. **ASSESSMENTS:** Any owner of a lot in Traub Subdivision Third Addition, such lot owners’ heirs, executors and assigns, covenants and agrees to pay annually to the Traub Subdivision Third Addition Property Owners Association such lot owner’s pro rata share of the cost to maintain roads, streets, lighting systems, green areas, and all other areas and obligations as provided for, and pursuant to, the Bylaws for Traub Subdivision Third Addition Property Owners Association.
3. **BUILDING LOCATION:** All buildings or any part thereof, including garages and porches, shall be erected on lots with Traub Subdivision Third Addition in

compliance with any and all McLean County and State of North Dakota Setback requirements and all other governing provisions.

1. Setbacks shall be a minimum of 50 feet from the front lot line, a minimum of 30 feet from the rear lot line, and a minimum of 20 feet from any side lot line. Setback from Highway 27 shall be 250 feet. These may be changed or amended by McLean County by way of zoning ordinances.
 2. All approaches to the lot must be a minimum of 20 feet wide. If a culvert is necessary it must be a 15 inch diameter steel culvert with apron on both sides. Approaches are to have a four to one slope and are to match existing roads in height. All approaches to be approved by the directors.
 3. Only single family dwellings shall be allowed. No property rental shall be allowed.
 4. Out buildings may not contain living quarters
 5. Any structure must be set back at least 100 feet from the vegetation line of any slough on a lot.
 6. All lots will be required to take Garrison rural water as already negotiated, regardless if they choose to hook up and utilize the service.
 7. All structures must be a minimum of 125 feet from rural road (township/county road), including trees.
 8. Lots cannot be subdivided.
 9. Road maintenance shall be the responsibility of the subdivision.
 10. No variances by McLean County shall be allowed.
4. **DWELLING QUALITY AND SIZE:** No building shall be erected, altered, placed or permitted on any lot unless the design, location, materials, workmanship, and size is in harmony with the existing structures and locations in the tract as determined by the Directors of the Association, and does not violate any Protective Covenant. All building permits must be approved by the Directors of the Association. Approval of any structure or improvement falling under Sections 4 must be in writing and signed by the Directors prior to submission to the County for approval and issuance of a building permit.

Dwellings may be constructed as a Combination Structure containing living quarters, storage, and shop areas. These structures are often referred to as “shouses”.

The main floor of any dwelling or combination structure containing living quarters must be at least 1000 square feet according to the outside measurement.

Any dwelling other than a combination structure must be placed on a permanent concrete foundation or basement. Combination structures may be a pole building, and unless otherwise provided herein, all dwellings, combination structures, and all other buildings shall be of new construction or a new pre-built

home. However, a dwelling shall not be a trailer home; as such a trailer home shall be determined at the sole discretion of the Directors of the Association.

Any dwelling, combination structure, detached garages, and other buildings may utilize steel panel and roofing.

Dwelling height above ground is subject to approval by the Directors.

Any dwelling, combination structure, detached garages, and other buildings are subject to approval by the Directors.

5. **TEMPORARY USE OF RECREATIONAL VEHICLE ON PROPERTY:**

One (1) recreational vehicle may be used as temporary accommodation to allow the property owner to construct a permanent residence or remodel an existing residence on the lot. The use of the recreational vehicle shall be authorized with the written approval of the McLean County Land Use Administrator upon receipt of an approved site plan, building permit, construction schedule, and such shall not exceed one (1) year in duration, unless authorized by the McLean County Zoning Commission. The unit may be placed on the site only upon receipt of a valid building permit for a single-family dwelling and must be removed from occupancy within seven (7) days of completion of the residence. The unit shall comply with all setbacks appropriate to the zone in which it is to be placed and shall not be parked on nor in any way obstruct any public right-of-way. No person other than the owner of the residential property shall occupy the unit and the unit shall not be used as a temporary rental unit. A recreational vehicle is considered occupied if it is used as living quarters on any calendar day.

1. Temporary Use of Recreational Vehicle Requirements for Camping on Residential Property. The use of one (1) recreational vehicle as temporary accommodation for guests may be allowed on “developed residential property” with an established residential use. The unit shall not be parked on nor in any way obstruct any public right-of-way, and shall be located a minimum of five (5) feet from any other structure. The unit may not be skirted, provided a deck or patio above ground level, and the discharge of any gray water or sewage is prohibited. Use of the unit shall not exceed four (4) days at any one time or sixteen (16) days in any calendar year.

6. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood including, but not limited to, underage parties,

excessive noise and disruption caused by four wheelers and motorcycles and visiting campers or other tents or vehicles, as such nuisance shall be determined in the discretion of the Directors of the Association.

7. **LIVESTOCK AND POULTRY:** Dogs, cats and birds may be kept, not in excess of two (2) of each animal, as pets for pleasure and use of the occupant, but not for any commercial use or purpose. No dogs or cats shall be allowed to run at large and shall be required to be leashed when off the owner's lot. Vicious dogs and vicious animals shall not be allowed. Barking of dogs shall not be tolerated and owners shall take all steps necessary to prevent excessive barking. No livestock, including horses, shall be kept, maintained, raised or bred on any lot.
8. **EASEMENTS:** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the subdivision. Easements for the flowage and drainage of water are reserved with the design of the subdivision. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the lot owner, except for those improvements for which a public authority or utility company is responsible. A lot owner may not obstruct or impede the drainage or flow of water that may affect another lot owner adversely. No utility shall be placed on the boundary line of the easement.
9. **SIGNS:** No billboard, sign, or advertising of any kind, excepting a conventional "for sale" sign not larger than two feet by two feet shall be erected or maintained upon any lot without the prior written consent of the Directors of the Association provided, however, that this restriction shall not apply to the Agent of the Association for purposes of selling lots. Developer shall have the right to erect and maintain a subdivision sign located on Lot 11. Design and location of the sign shall be approved by the Property Owners Association.
10. **UTILITIES:** All above ground telephone, electric, gas and all other utilities, now and in the future, shall be prohibited, except during emergencies. Above ground propane tanks are allowed.
11. **ACCESS:** Each lot owner shall permit free access by owners of adjacent or adjoining lots to slopes or drainage ways located on his or her property which effect said adjacent or adjoining lots when such access is essential for maintenance or permanent stabilization of said slopes or maintenance of the drainage facilities for the protection and use of property other than the lot on which the slope or drainage way is located. No lot owner shall in any way interfere with established drainage patterns over his or her lot from adjoining or other lots in said subdivision, and shall make adequate provisions for proper

drainage in the event that the Directors determine that it is necessary to change the established drainage over his or her lot. For the purposes hereof "established" drainage is defined as the drainage which occurs at the time of the overall grading of the subdivision is complete, including the landscaping of each lot.

12. **FILLING AND REMOVING:** The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of such lot, or any surrounding lots, without written permission of the Directors. Any question as to whether the change in the elevation of any lot materially effects the surface elevation or grade of the lot, or any surrounding lots, may be completely determined by the Directors.
13. **GARBAGE, REFUSE DISPOSAL AND WEEDS:** No lot shall be used or maintained as a dumping ground for garbage. Trash, garbage, or other waste shall not be kept, except in sanitary containers approved by the Directors. No rubbish, brush, weeds, undergrowth, or debris of any kind or character shall be placed or permitted to accumulate upon any lot or any portion thereof, so as to render said premises a fire hazard, unsanitary, unsightly, offensive or judgmental to any other property in the subdivision or the occupants thereof. All trees, lawns and shrubs growing on any lot shall be cared for, cultivated, pruned and maintained in good condition. In the event that the owner of any lot shall fail to keep said lot free from rubbish, brush, garbage, weeds, undergrowth, or debris, the Directors may at any time, upon 30 days written notice to the owner of such lot of its intention to do so, enter upon said lot and remove such rubbish, brush, weeds, garbage, undergrowth, or debris, at the lot owner's expense.
14. **SATELLITE DISHES AND ANTENNAS:** No antenna, solar collectors, solar panels, large satellite dishes or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors above ground on any property, whether attached to a building or otherwise, with the exception of small satellite TV dishes and small TV antennas attached to the dwelling.
15. **APPROVAL OF PLANS:** For the purpose of further insuring the development of the lands so platted as an area of high standards, the Directors reserve the power and authority to approve any plans for buildings, structures and other improvements placed on each lot and to ensure that the same comply with these Protective Covenants. Approval of plans shall be in writing and signed by the Directors.
16. **ADDITIONAL LANDS:** Although these Protective Covenants and Bylaws pertain only to the Traub Subdivision Third Addition described herein, it is the intent that additional subdivisions contiguous to the Traub Subdivision, and it is the intent that such additional subdivision(s) shall have Protective Covenants consistent with the purposes and objectives as expressed herein. In this regard, upon development of each such additional subdivision, each lot owner (or owners

if there are more than one) of the lots within such additional subdivision shall become members of the Association, and such additional subdivisions shall be governed by these Bylaws and Protective Covenants consistent with the purposes and objectives as expressed herein.

17. **NO LIABILITY:** Neither the Directors or any member of such committee shall be liable for damages to anyone submitting plans and specifications for approval or to any owner, occupant, or guest by reason of mistake in judgment, negligence, or non-feasance arising in connection with the approval or disapproval of any plans and/or specifications.

Any individual who submits plans and/or specifications to the Directors shall be deemed to have agreed by submission of such plans and/or specifications, and every owner and occupant of any lot agrees, by acquiring title and/or possessory rights thereto, that he or she will not bring any action or suit against the Directors, or any member thereof, or its designated representative, for the recovery of damages by reason of any such approval or disapproval.

18. **TERM:** These Protective Covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to alter or change said Protective Covenants, in whole or in part.

19. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any individual(s) violating or attempting to violate any protective covenant, either to restrain violation or recover damages.

20. **SEVERABILITY:** Each of the provisions of these Protective Covenants shall be deemed separable, and if any of the covenants or provisions herein contained shall be held to be illegal or invalid, such illegality or invalidity shall in no way effect or render invalid any of the other terms, covenants, conditions or restrictions herein set forth.

21. **RECOVERY:** In any legal or equitable proceedings brought to enforce the terms and provisions of these Protective Covenants, or any provision hereof, or to restrain or enjoin the violation of same, the prevailing party or parties shall be entitled to recover its costs and reasonable attorney's fees.

22. **WAIVER:** No waiver of any breach of any of the terms or provisions of these Protective Covenants shall in no event be deemed a waiver of any proceeding or succeeding breach of the same or any other provision hereof.

BYLAWS OF TRAUB SUBDIVISION PROPERTY OWNERS ASSOCIATION

Traub Subdivision Property Owners Association is a Not for Profit Property Owner's Association (the "Association") duly organized under the laws of the state of North Dakota.

ARTICLE ONE

OFFICERS

The Association shall have and continuously maintain a registered office in the State of North Dakota and a registered agent, whose office is identical with such registered office. The registered office may be, but need not be, identical with the principal office, and the address of the registered agent may be changed from time to time by the Managing Members.

ARTICLE TWO

MEMBERSHIP

Section 1. Membership. There shall be one member of the Association for each lot in Traub Subdivision. Each lot owner (or owners if there is more than one) shall be entitled to appoint one individual to be a Member of the Association upon occupation of the lot.

Section 2. Voting Rights. Each Member shall be entitled to one vote for each lot owned and occupied by the Member in Traub Subdivision on each matter submitted to a vote of the Members; provided, however, that such member is not delinquent in payment of the assessment on the Member's property as determined by the Association and that the lot is occupied. Any Member who is delinquent in payment of any amount due or claimed due by the Association shall not have the right to vote on any matter before the Members. A lot owner does not receive their voting rights until their lot is occupied.

Section 3. Termination of Membership. Whenever a Member shall cease to own property in Traub Subdivision, such Member's Membership shall automatically terminate and such Member shall be dropped from the Membership Roll of the Association.

Section 4. Transfer of Membership. Membership in this Association is not transferable or assignable except as otherwise provided herein.

ARTICLE THREE

MEETING OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the Members shall be held in or near Traub Subdivision during the month of June each year or at such time and place as the Board of Directors may determine for the purpose of electing offices and for the transaction of such other business as may come before the meeting.

Section 2. Special Meeting. Special meetings of the Members may be called by the President or not less than forty percent (40%) of the Members having voting rights.

Section 3. Notice of Meeting. Written notice stating the place, day and hour, and in case of a special meeting, the purposes for which the meeting is called, shall be given not less than ten (10) days nor more than thirty (30) days before the meeting to each member entitled to vote at such meeting at the direction of the person or persons calling the meeting. Such notice shall be given by depositing in the United States mail, postage prepaid thereon, addressed to each Member at his address as it appears on the records of the Association. The Board, by a majority vote of those present at any regularly constituted meeting, may in their discretion, give notice of any regular or special meetings of Members by publishing the same at least twenty (20) days prior to the date of the meeting in the McLean County Independent.

Section 4. Quorum. At any meeting of the Members, fifty percent (50%) of all of the Members shall constitute a quorum for the transaction of business, and when a quorum is present at any meeting, the votes of a majority of the Members present shall decide any question brought before such meeting, unless the question is one upon which by express provision of North Dakota statute a different vote is required, in which case such express statutory provision shall govern and control the decision of such question.

Section 5. Proxies. Voting by proxy shall not be allowed.

Section 6. Order of Business. The presiding officer may adopt any order of business which provides an opportunity for full consideration of all matters to come before the meeting subject to any proper action by the members assembled to change the order of business. Unless such a different order of business is adopted by the President or by the Members assembled, the order of business at the annual meeting of Members and so far as possible at all other meetings of the Members shall be as follows:

1. Call of the meeting to order;
2. Reading of the proof of the Notice of the meeting and a report as to members present in order to determine the existence of a quorum;
3. Reading and action on any unapproved minutes;
4. Report of offices and committees;
5. Election of Officers;
6. Unfinished business;

7. New Business; and,
8. Adjournment.

ARTICLE 4

BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its board of directors made up of the officers of the Association.

Section 2. Number, Tenure, Qualifications and Election. The number of Directors shall be the three (3) officers of the Association. Each Director shall hold office for a term of one (1) year or until his/her successor shall have been duly elected and qualified. The Association's First Board of Directors and officers shall consist of Gerald Traub and Tim Eslinger. At such time as five (5) lots in Traub Subdivision shall have been sold, conveyed and occupied by Members, or at such earlier time as Gerald Traub and Tim Eslinger may determine, a First Meeting of the Members of the Association shall be called, at which meeting the members shall elect the first three (3) officers and directors, subsequent to which the future election of the Board and officers meetings shall be held pursuant to these Bylaws.

Section 3. Regular Meetings. A regular annual meeting of the Board shall be held without other notice than this agreement immediately after and at the same time as the annual meeting of the Members. The Directors may provide by resolution the time and place for the holding of additional regular meetings of the Directors without other notice than such resolution.

Section 4. Special Meetings. Special meetings of the Directors may be called by or at the request of the President or any of the other officers.

Section 5. Notice. Notice of any special meeting of the Directors shall be give at least seven (7) days previously thereto by written notice delivered personally or sent by mail, email, or telegram to each Director at the address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Directors need be specified in the notice of waiver of notice of such meeting, unless specifically required by law.

Section 6. Quorum. A majority of the Directors shall constitute a Quorum for the transaction of business at any meeting of the Directors, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the Directors present at a meeting which a quorum is present shall be the act of the Directors, unless the act of a greater number is required by law or by this agreement.

Section 8. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Directors any expenses of a Director may be allowed in the performance of his/her duty as Director.

Section 9. Vacancies. Any vacancy occurring in the Directors by reason of death, resignation, or disqualification of a director shall be filled by appointment by remaining Directors, such Director to fill the unexpired term of his/her predecessor in office.

ARTICLE FIVE

OFFICERS

Section 1. Officers. The officers of this Association shall be three (3) and be a President, Vice President and Secretary/Treasurer each of whom shall be elected by the Members of the Association and shall then comprise the Board of Directors.

Section 2. Term of Office. Officers shall serve for a term of one (1) year, and until their successor shall have been duly elected and shall have qualified.

Section 3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the remaining officers for the unexpired term.

Section 4. President and Duties. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He/she shall preside at all meetings of the Directors. He/she may sign, with the Secretary/Treasurer or any other proper officer of the Association authorized, any deeds, mortgages, bonds, contracts, or other instruments which the Association has authorized to be executed, except in cases where signing and execution thereof shall be expressly delegated to another by this agreement, or by statute to some other office or agent of the Association; and in general he/she shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Directors from time to time. The President shall be the principal spokesperson of the Association and shall perform all acts and duties usually performed by an executive and presiding officer and other duties as may be prescribed.

Section 5. Vice President. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President and the Directors.

Section 6. Secretary/Treasurer. The Secretary/Treasurer shall, if requested by the Association, give a bond for the faithful discharge of duties in such sum and with such surety or sureties as determined by the Association. He/she shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks or other depositories as shall be selected in accordance with the provisions of this agreement and in general perform all the duties incident to the office. He/she shall also keep the minutes of the meetings of the Members and Board in one or more books provided for that purpose see that all notices are duly given in accordance with the provisions of this agreement or as required by law, be custodian of the Association's records.

ARTICLE SIX

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Officers may enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts, or order for payment of money, notes or the evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by a resolution of the Directors. In the absence of such determination by the Directors all the instruments shall be signed by the Secretary/Treasurer of the Association.

Section 3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Directors may select.

ARTICE SEVEN

BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its Members, and shall keep at the registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the Association may be inspected by any Members, or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE EIGHT

ASSESSMENTS

Section 1. Annual Assessment. The Directors may determine from time to time the annual assessments payable to the Association by property owners, which shall be each property owners

share of the cost to maintain the roads, streets, lighting system, and green areas owned and held by the Association in McLean County, North Dakota, as more specifically set forth in Article 8, Section 4 herein.

Section 2. Payment of Assessment. The annual assessment shall be due and payable July 1 of each year commencing upon the fifth (5th) lot sold.

Section 3. Assessment Charge to Members. The Directors shall have the right and power to subject the property situated in Traub Subdivision to the annual assessment charge provided above. Commencing upon the sale of the fifth (5th) lot and the first day of July thereafter, each owner of property in Traub Subdivision shall pay to the Association, in advance, the assessment charges against their property and such payment shall be used by the Association to create and continue a maintenance fund to be used by the Association as hereinafter stated. The assessment charge shall be delinquent when not paid within 30 days after it becomes due. In the event that an owner acquires title to the property in Traub Subdivision after July 1, of any year, then such owner shall be given a pro-rata credit for the annual assessment charge from July 1, to the date on which such owner acquires title. The annual assessment charge may be adjusted or reduced from year to year, or at any time during any given year, by the Directors as the needs for maintenance of the property in their judgment may require.

Section 4. Maintenance Fund. The Maintenance Fund may be used for lighting, improving and maintaining roads, streets, and green areas owned by the Association in McLean County, North Dakota, and any dedicated right of way areas maintained for the general use of the owners and occupants of the land included in said Traub Subdivision.

Also, the maintenance fund may be used for doing any other thing necessary or desirable in the opinion of the Directors of the Association to keep the property neat and in good order and to eliminate hazards and nuisances or which in the opinion of the Directors may be of general benefit to the owners or occupants of the land included in Traub Subdivision, including but not limited to, the following:

1. Maintenance of any parks and/or playgrounds within Traub Subdivision.
2. Security for Traub Subdivision.
3. Establish speed limits with Traub Subdivision, as determined at the discretion of the Board.
4. Maintain storage areas for firewood to be properly stored to avoid rodents and the like.
5. Maintain Members' property, for a fee as determined by the Board.

Section 5. The Association shall have a lien on all lots in Traub Subdivision to secure the payment of the assessment charges due and the record owners of such lots shall be personally liable for all assessment charges. Upon demand the Association shall furnish to any owner or mortgagee or person interested a certificate showing the unpaid assessment charges against any lot or lots. In the event that the Association brings action to foreclose its lien against the property or to enforce the personal liability of an owner or owners, the prevailing party shall be entitled to its costs and disbursements, including a reasonable attorneys' fee for prosecution of such action.

ARTICLE NINE

Tim Eslinger and Gerald Traub shall have the right, at their option, to develop Subdivisional property in McLean County, North Dakota, which property owners may be developed as single family units.

ARTICLE TEN

FISCAL YEAR

The fiscal year of the Association shall be the same as the calendar year.

ARTICLE ELEVEN

AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the Board present at any regular meeting or at any special meeting if at least seven (7) days written notice is given of the intention to alter, amend, or repeal or to adopt new Bylaws at such meeting, except as otherwise provided by law.

ARTICLE TWELVE

ADDITIONAL LANDS

Although these Bylaws pertain only to Lots 1 through 11, Traub Subdivision described herein, It is the intent of Lake View Properties, LLC, Gerald Traub and Tim Eslinger shall develop additional subdivisions contiguous to Traub Subdivision. In this regard, upon development of each such additional subdivision, each lot owner (or owners if there are more than one) of the lots within such additional subdivision shall become members of the Association, and such additional subdivisions shall be governed by these Bylaws consistent with the purposes and objectives as expressed herein.

The undersigned Secretary/Treasurer of said Association does hereby certify that the above and foregoing Bylaws were duly adopted by the Association as the Bylaws of the Association on the 12th day of December, 2017, and they do constitute the Bylaws of the Association.

Tim Eslinger
Secretary

STATE OF NORTH DAKOTA)
)
COUNTY OF WARD)

On this 12th day of December, 2017, before me personally appeared Tim Eslinger, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

Notary Public
State of North Dakota

OFFICE OF MC LEAN COUNTY AUDITOR
WASHBURN ND 58577-1108

RECEIPT NO. M0130203
03/27/2024

RECEIVED OF ESLINGER CONSTRUCTION LLC
SIX HUNDRED FIFTY DOLLARS AND 0 CENTS

\$650.00



RECEIVED OF ESLINGER CONSTRUCTION LLC

FUND NAME	CREDIT ACCT	DESCRIPTION	AMOUNT
COUNTY GENERAL	1000-3221-000	SUBDIVISION APPLICATION	650.00
RECEIPT # M0130203	03/27/2024		650.00
		CHK	650.00
		CSH	0.00
		DIR	0.00
		OTH	0.00