

AMENDMENT TO DECLARATION OF CONDOMINIUM
THE TOWERS
1110 North Third Avenue
Fargo, Cass County, North Dakota

WAYNE K. CANDOR, RICHARD P. CALLAHAN, MARLYS E. CALLAHAN, LUCILLE CAMPBELL, LESLIE R. ELM, DANIEL J. HLEBECHUK, ANITA L. HLEBECHUK, RICHARD A. HOLMES, DONNA HOLMES, SWANHILD M. MORRISON, DAVID E. HOLTGARD, BARBARA M. HOLTGARD, and CLARA P. EVENSON, all of the unit owners of the Towers, a Condominium established under the laws of the State of North Dakota, do hereby amend that certain Declaration Establishing a Plan for Condominium Ownership and Exhibit A-A (site plan), Exhibit C and Exhibit D (By-Laws), and the exhibits attached thereto, dated May 15, 1979, filed for record May 16, 1979, at 11:53 o'clock, A.M., at the Office of the Register of Deeds, Cass County, North Dakota, and recorded in Book E-8 of Miscellaneous, Page 586 at seq., together with all of the exhibits thereto attached, and erected upon the real estate described on the attached Exhibit "B-B", as follows:

I.

Paragraph 6(f), Common Elements, is amended in its entirety to read as follows:

(f) The yards, gardens, trees and bushes, recreational, community, or maintenance facilities, foyers, lobbies, parking spaces and storage lockers, utility rooms, mail areas and other areas used in connection therewith and parking and driveway areas;

II.

Paragraph 9, Limited Common Areas, is amended in its entirety to read as follows:

Each unit owner whose unit has an adjacent balcony shall have a right of exclusive use with respect to such balcony, subject to reasonable regulation by the Board of Managers.

III.

Paragraph 10, Percentage of Interest, is amended in its entirety to read as follows:

The fractional interest which each unit bears to the entire project and the respective undivided interest in the common elements attributable to each unit are as set forth on the attached Exhibit C.

IN WITNESS WHEREOF, The owners have signed this Amended Declaration of Condominium this 20th day of July, 1979.

Owners of Unit 702W

Richard P. Callahan
(RICHARD P. CALLAHAN)
Marlys E. Callahan
(MARLYS E. CALLAHAN)

Owner of Unit 602W

Lucille Campbell
(LUCILLE CAMPBELL)

Owner of Unit 404E

Leslie R. Elm
(LESLIE R. ELM)

Owners of Unit 202W

Daniel J. Hlebechuk
(DANIEL J. HLEBECHUK)
Anita L. Hlebechuk
(ANITA L. HLEBECHUK)

Owners of Unit 804W

Richard A. Holmes
(RICHARD A. HOLMES)
Donna Holmes
(DONNA HOLMES)

Owner of Unit 501E

Swanhild M. Morrison
(SWANHILD M. MORRISON)

Owner of all of the
units in The Towers
except those listed
above and below

Wayne K. Candor
(WAYNE K. CANDOR)

Owners of Unit 602E

David E. Holtgard
(DAVID E. HOLTGARD)
Barbara M. Holtgard
(BARBARA M. HOLTGARD)

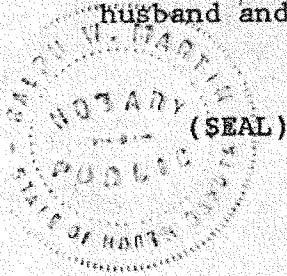
Owner of Unit 302W

Clara P. Evenson
(CLARA P. EVENSON)

STATE OF NORTH DAKOTA

COUNTY OF CASS

The foregoing instrument was acknowledged before me this 20th day of July, 1979, by Wayne K. Candor, Richard P. Callahan and Marlys E. Callahan, husband and wife, Lucille Campbell, Leslie R. Elm, Daniel J. Hlebechuk and Anita L. Hlebechuk, husband and wife, Richard A. Holmes and Donna Holmes, husband and wife, and Swanhild M. Morrison, David E. Holtgard and Barbara M. Holtgard, husband and wife, and Clara P. Evenson.



Ralph W. Martin
Notary Public
Cass County, North Dakota
My Commission Expires:

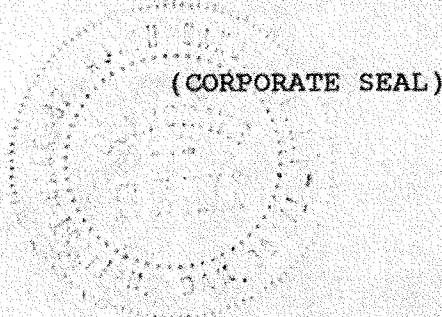
RALPH W. MARTIN
Notary Public, CASS COUNTY, N. DAK.
My Commission Expires FEB. 4, 1982

CONSENT

First Bank of North Dakota (N.A.) - Fargo; Dakota National Bank and Trust Company; Fargo National Bank and Trust Company; Northwestern Federal Savings and Loan Association; First Federal Savings and Loan Association of Fargo; Metropolitan Federal Savings and Loan Association; and Gate City Savings and Loan Association as holder of the first mortgage lien on the property dedicated and submitted to a Declaration for the Towers, a Condominium established under the laws of the State of North Dakota, do hereby CONSENT to this Amendment of Declaration and the exhibits attached thereto.

FIRST BANK OF NORTH DAKOTA
(N.A.) - FARGO

By: [Signature]
Its: COMMERCIAL LOAN & REAL ESTATE OFFICER
By: [Signature]
Its: AVP



DAKOTA BANK & TRUST CO., formerly
DAKOTA NATIONAL BANK AND TRUST
COMPANY

By: [Signature]
Its: Vice President
By: [Signature]
Its: Vice Pres. + Cash.

FARGO NATIONAL BANK AND TRUST
COMPANY

By: [Signature]
Its: [Signature]
By: [Signature]
Its: Ag Rep

NORTHWESTERN FEDERAL SAVINGS AND
LOAN ASSOCIATION

By: [Signature]
Its: Pres.
By: [Signature]
Its: Vice Pres

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF FARGO

By: [Signature]
Its: President
By: [Signature]
Its: Exec. Sec.

(CORPORATE SEAL)

(CORPORATE SEAL)

(CORPORATE SEAL)

(CORPORATE SEAL)

METROPOLITAN FEDERAL SAVINGS AND
LOAN ASSOCIATION

By: Marlin D. Lindquist

Its: Vice President

By: Marcia Nustad

Its: Asst. Secretary

GATE CITY SAVINGS AND LOAN
ASSOCIATION

By: Robert Forlin

Its: Vice Pres.

By: Lynne C. Zedler

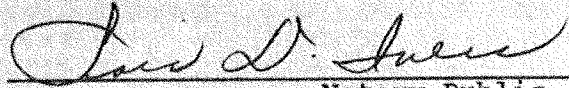
Its: Asst. U.P.

STATE OF NORTH DAKOTA

COUNTY OF CASS

The foregoing instrument was acknowledged before me this
18th day of July, 1979, by John A. Bridgeford its
and Ed. W. Chalus its
Ass't. Vice President, of First Bank of North Dakota (N.A.) -
Fargo, a North Dakota Corporation, on behalf of the Corporation;
by T. G. Schmallen its Vice President
& Trust Co. and D. S. McKinnon its Vice Pres. & Cashier Dakota Bank
formerly of Dakota National Bank and Trust Company, a North Dakota Corpora-
tion, on behalf of the Corporation; by D. F. Magloughin
its Sr. Vice President and D. E. Matteson
its Ag. Rep., of Fargo National Bank and
Trust Company, a North Dakota Corporation, on behalf of the
Corporation; by John M. Grove its president
and David S. Paulson its
Vice President, of Northwestern Federal Savings and
Loan Association, a North Dakota Corporation, on behalf of the
Corporation; by John W. Williams its
President and Neil H. Larson
its Exc. V. Pres., of First Federal Savings and
Loan Association of Fargo, a North Dakota Corporation, on behalf
of the Corporation; by Marlin D. Lindquist its
Vice President and Marcia Nustad
its Ass't. Secretary, of Metropolitan Federal
Savings and Loan Association, a North Dakota Corporation, on

behalf of the Corporation; by Robert Forbes
its Vice President and Lonnie C. Zeadow
its Ass't. Vice President, of Gate City Savings and Loan
Association, a North Dakota Corporation, on behalf of the Corporation.

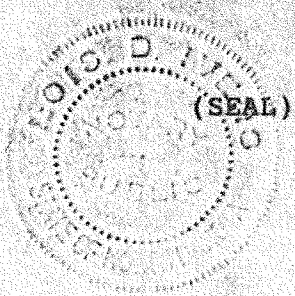


Notary Public

Cass County, North Dakota
My Commission Expires:

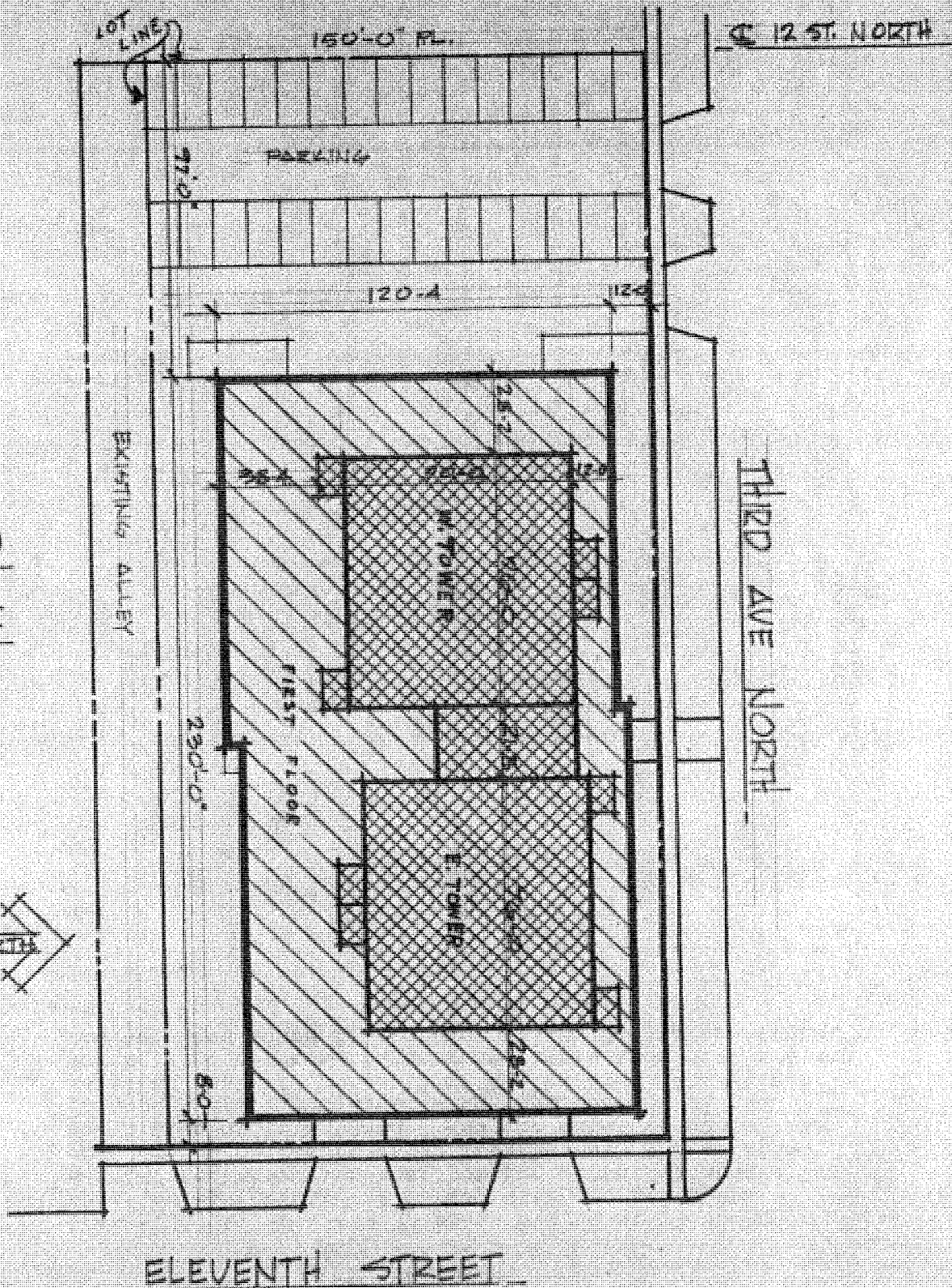
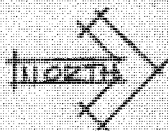
LOIS D. IVERS

Notary Public, CASS COUNTY, N. DAK.
My Commission Expires APRIL 5, 1980



SITE PLAN

332-44-0



Amended
Exhibit A-A - The Towers

Lots 4, 5, 6, 7, 8 and 9, Block 37, Roberts' Second Addition to the City of Fargo, Cass County, North Dakota, together with that portion of the vacated alley adjacent to said lots which lies between the extended North line of Lots 6 and 7 and the extended South line of Lots 4 and 9, together with that portion of the adjacent Easterly one-half of the vacated 12th Street North lying between the extended North line of Lot 6 and the extended South line of Lot 4, subject to easements of record.

AMENDMENT TO EXHIBIT C

Exhibit C attached to the Declaration of the Towers is hereby amended to revise the description of the "Rooms".

ROOMS

All units include two bedrooms, living room, dining area and kitchen, including range, refrigerator, disposal, and dishwasher.

AMENDMENT TO BY-LAWS OF THE TOWERS
EXHIBIT D

Article II, Board of Managers, Section 1, Number and Qualification, is hereby amended in its entirety to read as follows:

The affairs of the Condominium shall be governed by a Board of Managers. Until apartment units representing 75% in common interest shall have been sold by Wayne K. Candor, hereinafter called the "Sponsor", and shall have been paid for, and thereafter until the Board of Managers as provided herein shall have been elected by the unit owners, the Sponsor, or a person elected by him, shall perform the duties of the Board of Managers. Thereafter, the Board of Managers shall be composed of five persons, all of whom shall be owners or spouses of owners or mortgagees of condominium units, or in the case of partnership owners or mortgagees, shall be members or employees of such partnership, or in case of corporate owners or mortgagees, shall be officers, stockholders or employees of such corporation, or in the case of fiduciary owners or mortgagees, shall be the fiduciaries or officers or employees of such fiduciary.

Article II, Board of Managers, Section 4, Election and Term of Office, is hereby amended in its entirety to read as follows:

At the first meeting of the unit owners, the term of office of the members of the Board of Managers shall be as follows: The first elected member shall have a term of one year; the second two shall serve for two years; and the last two shall serve for three years from date of their election. At the expiration of the initial term of office of each respective member of the Board of Managers, his successor shall be elected to serve for a term of three years. The members of the Board of Managers shall hold office until their respective successors shall have been elected by the unit owners.

Article III, Section 1, Annual Meetings, is hereby amended in its entirety to read as follows:

Promptly after units representing 75% or more in common interest shall have been sold by the Sponsor and paid for, the Sponsor shall notify all unit owners thereof, and the first annual meeting of the unit owners shall be held within

30 days thereafter on a call issued by the Sponsor. At such meeting, the Sponsor, or its designees, shall resign as members of the Board of Managers, and all the unit owners, including the Sponsor, shall elect a new Board of Managers. Thereafter, the annual meetings of the unit owners shall be held on the first day of June of each succeeding year, unless such date shall fall on a Saturday or Sunday, in which event the meeting shall be held on the succeeding Monday. At such meeting, the Board of Managers shall be elected by ballot of the unit owners in accordance with the requirements of Section 4 of Article II of these By-Laws. Notwithstanding the provisions thereof, so long as the Sponsor shall own five or more units, the Sponsor shall be entitled to elect at least one member of the Board of Managers who shall serve for a term of one year. The unit owners may transact such other business at such meetings as may properly come before them.

Article V. Operation of the Property, Section 3. Repair or Reconstruction After Damage, is hereby amended in its entirety to read as follows:

In the event that all or a substantial and material portion of the project has been destroyed and 50% or more of the unit owners do not duly and promptly resolve to proceed with repair or restoration, the Board of Managers shall arrange for the prompt repair and restoration of the buildings (including any damaged units and any kitchen or bathroom fixtures initially installed by the Sponsor, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by unit owners in the units), and the Board of Managers shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration to the extent of such expenses. Any excess in expenses over the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the unit owners for such deficit as part of the common charges.

In the event all or a substantial and material portion of the project has been destroyed or substantially damaged, and unit owners holding in aggregate more than 50% interest in the common areas are opposed to repair or restoration of the project, the Board of Managers shall not commence repair or restoration and the condominium property shall be subject to an action for partition at

the suit of any owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3 and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Managers among all the unit owners in proportion to their respective common interest, after first paying out of the share of each unit owner the amount of any unpaid liens on his unit, in the order of the priority of such liens.

Article V, Operation of the Property, Section 7, Liens for Unpaid Common Expenses and Charges, is hereby amended in its entirety to read as follows:

The Board of Managers shall record in the Office of the Register of Deeds for the County of Cass the Notice of Assessment of Common Expenses and Charges against the unit owners as provided in Article V, Section 5, thereby creating a lien. The Notice of Assessment shall state the amount of such assessment and other charges and the name and record owner thereof, and shall be signed by the Secretary of the Board of Managers and upon payment of said assessment or other satisfaction, shall record Notice of Satisfaction and Release of Lien. In any action to foreclose a lien on a unit because of unpaid common charges, the unit owner shall be required to pay a reasonable rental for the use of the unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Board of Managers, acting on behalf of all unit owners, shall have power to purchase the unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same. The lien for common charges shall be inferior to any mortgage deed given and recorded prior to the recording of the Notice of Assessment.

Article V, Operation of the Property, Section 10, Maintenance and Repair, Subsection (a), is hereby amended in its entirety to read as follows:

(a) All maintenance of and repairs to any units or appurtenant limited common elements, structural or non-structural, ordinary or extraordinary, (other than maintenance of and repairs to any common elements contained therein not necessitated by the negligence, misuse or neglect of the owner of such unit) shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any other unit and to the common elements resulting from his failure to effect such maintenance and repairs.

Article V, Operation of the Property, Section 11, Additions, Alterations or Improvements by Unit Owners, is hereby amended in its entirety to read as follows:

Section 11. Additions, Alterations or Improvements By Unit Owners and Board of Managers. No unit owner shall make any addition, alteration or improvement in or to his unit without the prior written consent of the Board of Managers and the mortgagee. The Board of Managers shall have the obligation to answer any written request by a unit owner for approval of a proposed addition, alteration or improvement in such unit owner's unit, within 30 days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Board of Managers. The Board of Managers shall not be liable to any contractor, subcontractor or materialman or to any person sustaining personal injury or property damage for any claim arising in connection with such addition, alteration or improvement.

The Board of Managers shall not make or authorize any addition, alteration or improvement to the common elements in excess of \$10,000 without the approval of a majority of the unit owners and mortgagees. The provisions of this Section 11 shall not apply to units owned by the Sponsor until such units shall have been initially sold by the Sponsor and paid for.

Article V, Operation of the Property, is hereby amended to add Section 15, Assignment of Parking Spaces and Storage Lockers.

Section 15. Assignment of Parking Spaces and Storage Lockers. The Sponsor initially at the time of original sale of a unit, and thereafter

the Board of Managers, or its agent, shall assign to each unit owner a parking space with its appurtenant overhead storage locker. Such parking spaces are located on the first floor of the condominium. In making such assignments, due consideration shall be given to the age or infirmity of the unit owner and the proximity of the parking space to the entrance foyer, however, after initial assignment of parking spaces, no change in assignment may be made without giving the unit owners affected notice of such proposed change and an opportunity to appear at a regular or special meeting of the Board of Managers to be heard. Such unit owners shall be given the same advance notice of such meeting as a member of the Board of Managers would be given.

IN WITNESS WHEREOF, The aforesaid Amendments to the By-Laws are adopted this 20th day of July, 1979.

Owners of Unit 702W

Richard P. Callahan
(RICHARD P. CALLAHAN)
(Marlys E. Callahan)
(MARLYS E. CALLAHAN)

Owner of Unit 602W

(Lucille Campbell)
(LUCILLE CAMPBELL)

Owner of Unit 404E

(Leslie R. Elm)
(LESLIE R. ELM)

Owners of Unit 202W

(Daniel J. Hlebechuk)
(DANIEL J. HLEBECHUK)
(Anita L. Hlebechuk)
(ANITA L. HLEBECHUK)

Owners of Unit 804W

(Richard A. Holmes)
(RICHARD A. HOLMES)
(Donna Holmes)
(DONNA HOLMES)

DOCUMENT NO. 556233

FEES Recording *33.00*

STATE OF NORTH DAKOTA }
COUNTY OF CASS

REGISTER'S OFFICE

I hereby certify that the above instru-
ment was filed in this office for record

on the *25* day of *July*

A. D. 19 *49* at *10:56* o'clock *P.*

and was duly reported in Book *48*

of *Deanna Pennington* Page *409*

By *William D. Pennington*

REGISTER'S DEEDS

William D. Pennington

BOOK *48* PAGE *423*

Dr. C. C. A. and Return

CCAC

then to Miles Law Firm - Minn.

Owner of Unit 501E

Swanchild M. Morrison
(SWANHILD M. MORRISON)

Owner of all of the
units in The Towers
except those listed
above and below

Wayne K. Candor
(WAYNE K. CANDOR)

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