

RIVER PLACE SIXTH SUBDIVISION

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, the undersigned are the owners and grantors of all of the lots within the RIVER PLACE SIXTH Subdivision, located in part of the North Half of Section 16, Township 140N, Range 81W of the Fifth Principal Meridian, Morton County, North Dakota, and other lands to be developed by owners;

AND WHEREAS, the undersigned are desirous of recording the following building and use restrictions to the River Place Sixth Subdivision and other properties to be developed by owners;

NOW THEREFORE, in consideration of the premises, the undersigned hereby establish and declare the following building restrictions and protective covenants which shall be applicable to all of the above described real estate:

PURPOSE

The purpose of these restrictions is to insure the use of the property for attractive residential and cottage purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the subdivision and thereby to secure to each lot owner the full benefit and enjoyment of his or her home or cottage, with no greater restriction on the free and undisturbed use of the site than is necessary to insure the same advantages to the other site owners.

PERSON BOUND BY THE COVENANTS AND RESTRICTIONS:

All persons, corporations or other entities, who shall hereafter acquire any interest in and to the above-described real estate hereinafter referred to as grantees, shall be take to hold and agree and covenant with the owners of the lots and with their heirs, trustees and assigns, to conform to and to observe the following covenants, restrictions and stipulations as to the use thereof, and as to the construction of a residence and other improvements thereon.

BUILDING AND USE RESTRICTIONS

1. Each lot shall be know as a residential lot and shall be sold solely and exclusively for residential purposes. No structure shall be erected, altered, placed or permitted upon any such residential lot, other than one (1) single family dwelling with double garage minimum, and one storage building.

2. The living area of the dwelling structure, exclusive of open porches and garages, shall be no less than 1200 square feet.

3. The term “residential” as used herein shall be construed as single family residences only and shall exclude the rental of portions of the home, and shall exclude professional and commercial uses.

4. All dwelling structures shall be constructed on site of new materials only. No existing or prefabricated dwelling shall be moved, placed or permitted on the property. Only newly constructed dwellings shall be erected, placed or permitted on any lot.

5. No dwelling or other structure shall be erected on any building lot in the above described subdivision until the plans and specifications, along with the proposed site for such structure, have been submitted to and approved by the RIVER PLACE SIXTH Subdivision Review Committee (Committee). From June 1, 2007 until build out the Committee shall be composed of the partners of Harmony Properties. Following buildout, the Committee shall consist of a majority of the persons who have an ownership interest in a lot within the subdivision. Owners of lots within the subdivision shall elect committee members, with each lot having one vote. The Committee must act on any request with thirty (30) days of receiving a written request to construct dwelling or other structure. The written request must provide the Committee with the following information:

- A. Name and address of the building contractor.
- B. Precise location of the structure on the lot.
- C. A drawing illustrating the height, width, depth, and shape on any proposed structure.
- D. The materials to be utilized on the structures’ exterior and the color thereof.

If the Committee fails to approve or reject the proposal by sending written oral notice to the applicant within thirty (30) days of the applicant’s written request, the proposal shall be deemed accepted and no further approval is necessary. The written application shall be mailed by certified mail to all of the Committee members at their regular mailing address.

The Committee will review the application to assure its compliance with the restrictive covenants and any amendments thereto, and to ensure the proposed structure, including the materials, workmanship, and appearance thereof, maintain the integrity and harmony of the subdivision. In the event of a conflict between the original restrictive covenants and revised restrictive covenants, the latter shall control. A simple majority shall be necessary to approve the plans and specifications for the erection or modification of a structure.

Any and all detached structures shall be constructed of siding and roofing material which is of the same quality, color and material utilized for the principal dwelling structure.

6. No lot or any portion thereof shall at any time be used for any trade, profession, manufacturing or business of any description and no noxious or offensive activity shall be

carried on nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

7. No lot shall be subdivided.

8. No trailer, mobile home, motor home, tent, shack, garage or other building erected shall at any time be used as a dwelling, temporarily or permanently, nor shall any structure of a temporary basis be used as a dwelling, and the exterior of the dwelling shall be finished in its entirety before it can be occupied. No trailer, mobile home, motor home or equipment shall be stored on any portion of the Subdivision unless stored with the garage or directly adjacent to the dwelling or garage structure.

9. No horses, cows, hogs, goats, or similar animal shall be kept or maintained on any lot nor shall any chicken yard or similar factory be maintained thereon. Domestic pets may be kept by the owners, which domestic pets shall be defined as meaning not more than two (2) cats and not more than two (2) dogs, subject, however, to proper confinement and control so as not to create a nuisance or be offensive to other owners. The commercial breeding and sale of any animal is forbidden upon any lot or tract. All dogs shall be either maintained on a leash or otherwise restricted to the owner's premises so as not to run at large at any time. No kennel shall be erected or placed within fifteen (15) feet of the boundary line of any adjacent lot within the subdivision.

10. No construction material of any nature shall be moved upon the lot prior to sixty (60) days before the start of construction and any building started shall have its exterior completed with one (1) year from the date of its starting. All construction debris is to be removed within thirty (30) days after occupancy or finishing of a structure's exterior. Lots without structures shall be free of all building materials, trailers, vehicles, mobile home, shacks, or other unsightly debris.

11. No trash, ashes or other refuse may be thrown, dumped or stored on any lot. All trash, other effuse, and trash cans and containers shall be kept in garages or in enclosures such that they will be concealed from the view of streets and lots which are adjacent to the lot on which they are located except on days garbage pickup is made. No burning barrels shall be allowed on the premises.

12. No clothesline poles, wires or devices for hanging clothes shall be erected outside any home or building except that retractable clothesline apparatus may be erected outside any home or building in the back yard.

13. Except as provided, no structure shall be erected, altered or placed closer than 175 feet from the high water mark on the Missouri River or closer than 15 feet from the boundary line of a lot.

14. No fence erected on any lot shall exceed (6) six feet in height.

15. There shall be no abandoned, inoperable, junked or wrecked vehicles, trailers, or equipment, stored on any lots. No garbage or trash shall be stored or allowed to remain on any lots. All such items shall be promptly removed from all lots at the lot owner sole cost and expense.

16. No signs, billboards or advertising devices of any kind, except those used in any subsequent sale of the property, shall be placed or otherwise installed on any lot or building. Said signs may not exceed nine (9) square feet in area.

17. In the interest of public health and sanitation, and so that the land above described and all other land in the same locality may be benefited by a decrease in the hazards of stream pollution of any waterway by refuse, sewage or other material that might tend to pollute the waters of any stream or impair the ecological balance of the surrounding land. All garbage must be maintained in steel, metal, plastic or concrete constructed containers and all septic tanks and drainage fields shall be constructed according to appropriate state and local authorities' standards and requirement. Coal furnaces shall not be utilized on the premises.

18. All lots are conveyed as unimproved property without any obligation on the part of the grantors to improve the same or the street in or adjacent to such property, or to other conveniences for the benefits of such property with the exception of the grantors' obligations to install: a) An elevated gravel road as depicted in the plat of RIVER PLACE SIXTH Subdivision on file with the Morton County Register of Deeds.

19. Capital Improvements: It is further covenanted by all owners of lots within the subdivision for themselves, their successors and assigns, that in the event the grantors, their successor or assigns, as owners of seventy percent (75%) of the lots in the subdivision should decide to further grade, pave or otherwise improve the street, or to install or construct water or sewer lines or other improvements, each lot shall bear its share of the cost of such improvements in proportion to the total number of lots located in the subdivision. These covenants shall run with the land and the cost of the improvements referred to above shall be a charge on the land and whatsoever hands it shall be at the time of such improvements. If payment for a lot's part of constructing or improving the above referenced items is not received within thirty (30) days of written notice requesting payment thereof, a majority (51%) of the lot owners, or their agents, is herein expressly authorized to execute and file a lien on that lot to secure payment to said costs.

20. Maintenance: It is further covenanted by all lot owners within the subdivision for themselves, their successors and assigns that should seventy percent (75%) of the lot owners decide that, in the best interest of the subdivision, general upkeep and repairs of the roads, common areas, or other improvements of the subdivision are necessary, the property hereby

conveyed shall bear its cost of such general upkeep and repairs in proportion to the total number of lots located in this subdivision. These covenants shall run with the land, and the cost of the upkeep and repair referred to above shall be a charge on the land and whatsoever hands it shall be at the time of such improvements. If payment of a lot's part of the above-referenced cost of general upkeep and repair is not received within thirty (30) days of written notice requesting payment thereof, a majority (75%) of the lot owners, or their agents, is herein expressly authorized to execute and file a lien on said lot to secure payment of said costs.

At such time as a dwelling structure is constructed on a lot, the owner of said lot shall immediately become obligated and responsible to an in fact shall maintain and mowing of lawns, weed control, and the removal of litter and other miscellaneous debris. Except for the area around the dwellings, the lot may be left in its' natural state.

21. These covenants and restrictions are to run with the land and shall be binding on all parties and all person claiming under them for a period of twenty (20) years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by seventy-five (75%) of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

RIGHT TO ENFORCE

The covenants and restrictions herein set forth shall run with the land and bind present owners, their heirs, devices, trustees, and assigns, and any and all other parties claiming by, through, or under them, shall be taken to hold, agree and covenant with the owners of said lots, their heirs, devices, trustees, and assigns, and with each of the owners of said lots, to conform to and observe said covenants and restrictions as to the use of said lots and the construction of improvements thereon; but, no covenants and restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breach which is committed during its, his or their seizing of , or title to said land and the owner or owners of any of the above lands shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of, or to enforce the observance of the covenants and restrictions above set forth at the time of any violations thereof, shall be in no event deemed as a waiver of the right to do so. The above covenants and restrictions may be altered or amended at any time upon the placing of record at office of the County Clerk and Recorder of Morton County, North Dakota, of an instrument showing the written consent thereto by the owners of at least seventy-five percent (75%) of the above-described lots.

FEEDLOT OPERATIONS

A cattle feedlot operation is located within a 1/4 mile of RIVER PLACE SIXTH Subdivision. The feedlot operations are expected to continue indefinitely. Under certain weather conditions, odor and/or noise from the feedlot may affect the subdivision. Lot owners and their successors and assigns shall be deemed to "have come to the nuisance", if any, and shall be deemed to consent to the continued operation of the feedlot at its present location with a capacity not to exceed 4,000 head of cattle at any given time. Lot owners

waive their right, if any, to bring a legal action designed or intended, in whole or in part, to terminate the feedlot operation or in any way or manner affect the ongoing operations of the feedlot, including the size thereof.

Dated this _____ day of _____, 2007.

**HARMONY PROPERTIES,
A NORTH DAKOTA LIMITED LIABILITY COMPANY**

BY: _____ BY: _____
Michael Wachter, Partner Patrick Wachter, Partner