

**DECLARATION OF RESTRICTIONS OBLIGATIONS, AND
ARCHITECTURAL CONTRAL**

THIS Declaration of Restrictions, Obligations, and Architectural Control is made this ____ day of _____, 2024, by MBR Properties LLC, a North Dakota limited liability company, hereinafter referred to as "Developer".

WITNESSETH

WHEREAS, Developer is the owner of the following described Real Property located in Morton County, North Dakota, which is hereinafter referred to as the "Real Property":

**HONEY HILLS ESTATES SECOND TO THE COUNTY OF
MORTON, NORTH DAKOTA, LOT 1, BLOCK 1 SHAW
SUBDIVISION ALL IN SECTIONS 32 AND 33, TOWNSHIP 140
NORTH, RANGE 81 WEST
BLOCK 1, LOTS 1-10
BLOCK 2, LOTS 1 AND 2
BLOCK 3,LOTS 1-12**

WHEREAS, this Real Property has been platted into lots which are presently known as "Honey Hills Estates Second" to the County of Morton, North Dakota. Throughout this Declaration of Restrictions and Obligations, the Honey Hills Estates Second may also be referred to as the "Project" and/or the "Development".

WHEREAS, Developer is about to sell and convey some or all of said lots, located within said plat, and before selling or conveying any of the said lots, desires to subject all of the said lots to certain conditions, restrictions, and obligations for the protection and benefit of Developer and any and all future owners of the said lots.

NOW, THEREFORE, in consideration of the premises, Developer hereby certifies and declares that it has established and does hereby establish the following covenants and restrictions for the protection and benefit of all of the said Real Property, and has fixed and does hereby fix the following additional protective conditions, restrictions, and obligations upon and subject to which each and all of the lots in the said Real Property shall be hereafter held, used, occupied, leased, sold and/or conveyed. Each and all of which the said conditions and restrictions shall inure to the benefit of, be binding upon and pass with said Real Property, and each and every lot and/or parcel thereof, and shall inure to the benefit of, apply to, and bind the respective successors in title or interest of Developer.

THE SAID CONDITIONS AND RESTRICTIONS ARE AS FOLLOWS, TO-WIT:

1. PURPOSES: The said lots within the Real Property shall be used for residential purposes as set out on the development plan of Developer, however, Developer may hereafter amend such development plan. In this regard, Developer shall have the absolute right and ability to amend and change the development plan without notice, in the sole discretion of Developer. Every person who purchases a lot in the above-described Real Property waives any and all objection to such development, including any commercial aspects thereof, and consents to such development, as well as all amendments and changes thereto. Such waiver and consent shall bind all transferees and future owners of any lot in the said Real Property. The purpose of these restrictions is to insure the use of all Project Lots ["Lots"] for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the Project, 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 and Lot, with no greater restriction on the free and undisturbed use of the Lot than is reasonably necessary to insure the same advantages to the other Lot Owners.

A. AGRICULTURAL, RAILROAD, AND COMMERCIAL RIGHTS: The Owners of all Lots in the Project are notified that a Railroad is located within one-half (½) mile from the Project. It is further noted that the Development is located in a rural area and is surrounded by agricultural lands. Each Lot Owner acknowledges and agrees that the continued use of such neighboring lands for agricultural purposes shall not be deemed a nuisance. It is also noted that the far west and south lots of Honey Hills Estates Second (Lots 1-12, Block 3 and Lots 1-2, Block 2) are reserved for Horse Lots. Said lots will only allow Horses to the maximum number set forth by the Morton County Land Use Code in Rural Residential Developments. It is also further noted that Each Lot Owner Acknowledges that Lot 1 of Honey Hills Estates First is a commercial lot and a commercial purpose or zoning change of that lot could occur by the developer. All Lot Owners, and their successors and

assigns, acknowledge and agree that consideration has been made for the above existing or potential nuisances and the above activity shall not be deemed a nuisance by Each Lot Owner of the Project.

B. PERSONS BOUND BY THE COVENANTS AND RESTRICTIONS: All persons, corporations or other entities, who shall hereafter acquire any interest in and to the above-described Lots, hereinafter referred to as grantees, shall be taken to hold and agree and covenant with the Owners of the other Lots in the Project and with their respective 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.

C. OBLIGATION OF DEVELOPER: All Project Lots shall be conveyed as unimproved property without any obligation on the part of the Grantor/Developer to improve the same or the street in or adjacent to such Lot, or to any other conveniences for the benefit of such Lot.

The developer's obligations are limited to the following: installation of an elevated gravel road that meets the Morton County road specifications, the installation of a master development stormwater infrastructure that is approved by Morton County Engineers, and installation of a rural water main line (curb stop), MDU (Natural Gas), Mor Gran Sou (Electric), and BEK (Internet/Phone) to a point delegated by the service providers that is in the Development's easement area that is accessible to each lot. It is agreed that each respective Lot Owner shall be solely responsible for any and all membership fees and costs including, without limitation, the trenching, installation, back filling and connection fees of above services from the dedicated setpoints of these services to any residential structure and/or outbuildings.

2. ARCHITECTURAL REVIEW COMMITTEE: There shall be an Architectural Review Committee ("Committee") consisting of four (4) people appointed by the Developer. Each person shall be subject to removal at the direction of Developer and all vacancies on the said Committee shall be filled by appointment of Developer. In the event of the failure of Developer to appoint such Committee or to fill any vacancies therein, the owners of a majority in number of the lots in the said Real Property shall have the right by written document to appoint members of the said Committee or to fill any vacancies therein, until such time as Developer shall appoint other members to such Committee. The initial members of the Committee shall be Randy Rhone, Brad Balerud, Steve Mariner, and Greg Mariner. At such time as the developer has sold 100% of the Lots in the Property, the Owners of the Lots shall thereafter have the right to appoint the members of the Architectural Review Committee.

3. RESPONSIBILITIES OF ARCHITECTURAL REVIEW COMMITTEE

A. The Committee shall be responsible for reviewing the plans for all proposed new construction, additions, or modifications. The Committee shall be responsible for ascertaining that the plans and subsequent construction meet the minimum building requirements set forth in this Declaration. The primary purpose of the Committee shall be to assist property owners in achieving compliance with the building restrictions.

B. Any property owner seeking to construct a new home or other appurtenant structure, add to or modify any portion of the exterior of an existing home, or commence or modify landscaping shall submit the plans to the Committee for review. In addition to any modification of the home exterior which includes but is not limited to decks, hot tubs, patios, pools, and similar alterations.

C. No construction, change, modification, or alteration for which plans are to be submitted to the Committee pursuant to Paragraph B immediately above, shall commence until a scaled set of plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing by the Committee as to the harmony of external design and location in relation to surrounding structures and topography, size, estimates of cost, and such other factors as the Committee considers necessary, appropriate, and relevant to maintain property values of nearby properties. In the event the Committee fails to approve or disapprove the design and location plan within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and compliance with this section of the Declaration will be deemed to have occurred.

D. Without limiting the generality of the factors to be considered by the Committee, the following restrictions shall apply:

- (1) All roofing material shall be limited to earth toned colored shingles approved by the Committee. Roofs will have a minimum of a 5/12 pitch unless otherwise approved by the Committee.
- (2) All garages need to have a minimum of a 25' long concrete/ paver apron the width of the garage. An R/V and Boat parking bays can be adjacent to house or shop and shall be constructed of concrete or pavers no more than 1000 sq ft.
- (3) Heat pumps, solar devices, chimney flues, hot tub pumps, swimming pools pumps and filtration systems, satellite dishes, and similarly

exposed mechanical equipment shall be aesthetically concealed from view on all sides and shall be shielded in such a manner as to minimize noise and safety concerns.

- (4) Siding shall be of wood, brick, stone, EIFS, fiber cement, other composite siding or combinations of those materials as approved by the Committee. Colors shall be earth tone in nature and must be approved by the committee.
- (5) Natural Gas will be supplied to the Development. If Propane is used as an alternative Heating Source the Lot Owner is Required to bury the Propane tank.

E. In spite of the above provisions, the Committee shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this Declaration, nor shall the right to enforce any provisions be waived. No member of the Committee shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack of a decision, in the carrying out of duties as a member of the Committee. The Committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this Declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the Committee and each of its members on account of any activities of the Committee relating to the owner's property or buildings to be constructed on his or her property.

4. BUILDING RESTRICTIONS:

A. Any one-story home constructed shall have a minimum main floor area, exclusive of open porches and garages, of not less than one thousand seven hundred (1,700) square feet. In the case of a two story (not including basement) dwelling, the above ground floor living level shall be not less than one thousand two hundred (1,200) square feet and the total finished square footage area shall not be less than two thousand four hundred (2,400) square feet, exclusive of open porches and garages. All buildings are subject to the requirements of Morton County Building Code.

B. Shop Houses (AKA "Shouses," "Barndominiums," "Barndos," "Shomes," or RV Portal Homes) are allowed, but must have a minimum of one thousand (1,000) square feet of Living Area with a minimum one thousand, five hundred (1,500) square feet Garage. This type of construction will utilize a minimum of thirty percent (30%) Stone, Brick or Architectural Steel on the front. The roof shall be a

minimum of 3:12 pitch and shall utilize earth-toned Metal or Shingles. Property owners building this type of structure will forfeit their right to build another detached shop or garage on the same lot. The Architectural Review Committee will hold this Shop House type of structure to a higher standard than it would a traditional home, since it is the Developer's intention to create a harmonious rural residential development and to avoid creating the appearance of an industrial park. Shop House structures will be reviewed on a case-by-case basis by the Architectural Review Committee. All Buildings are subject to the requirements provided in the Morton County Building Code.

C. The setback line for construction of homes in the Development shall conform to the standards and requirements of the Morton County Building Code. Setbacks must be approved by the Architectural Review Committee and be in harmony with the adjoining homes.

D. No trailer, tent, shack, garage, barn, or other outbuildings shall at any time be used as a residence, temporarily or permanently, on any building site. No modular, manufactured, or mobile homes to be used as a residence, temporarily or permanently, may be placed on any lot. No Accessory Dwelling Units (also known as in-law units, backyard cottages, secondary units) and other subordinate residences, whether attached or detached.

E. Any construction commenced on any house as provided in this Declaration shall be substantially completed within eighteen (18) months from the date the construction is commenced. Construction must be perpetual after starting with developer granting consideration for winter.

F. No sign of any kind shall be displayed to public view on any building site, except for a sign, limited to one, advertising the property for sale. There shall be no restriction on signs used by Developer during the period of development of this addition.

G. All lines or wires for telephone, power, cable television, or otherwise shall be placed underground and no such wires shall be shown on the exterior of any building unless the same shall be underground or in a conduit attached to a building. No television or radio antenna or aerial shall be installed. Television satellite disks may be installed but not to exceed eighteen (18) inches in diameter. US Flag Poles displaying a Single US Flag may be constructed and cannot be taller than 25' or not exceed the overall house height whichever is less. Flag poles placement on lot need to be approved by Architectural Review Committee.

H. No sculptures, railings, monuments, or any other non-vegetation objects shall be placed or erected in the front yards, except as approved by the Committee.

I. No chain link fences shall be constructed. Horse Fences for pasture or next to stable need to be constructed of a white maintenance-free in areas visible to road or neighbors. Any variation or alternative to this fence standard needs to be approved by the Architectural Review Committee

J. No noxious, illegal, or offensive use of property shall be carried on any lot, nor shall anything be done on it that may be, or become, an annoyance or nuisance to the neighborhood. No grantee or grantees, under any conveyance, nor purchasers, shall at any time conduct or permit to be conducted on any residential lot any trade or business of any description, either commercial or noncommercial, religious or otherwise, including day schools, nurseries, or church schools, nor shall the premises be used for any other purpose whatever except for the purpose of providing a private, single family dwelling or residence exception to this would be allowed exception would be a home office not open or advertised to the general public.

K. No trash, garbage, ashes, or other refuse, junk, vehicles in disrepair, underbrush, or other unsightly growth or objects shall be maintained or allowed on any lot. All landscaping and buildings shall be kept in a state of repair. All residences shall be painted or stained, from time to time, so as to maintain a reasonable state of repair. All vacant lots shall be mowed at least three (3) times per year, with each mowing to occur by May 30, July 30, and September 30 of each year and shall be maintained in accordance with the rules adopted by the Architectural Review Committee.

L. No boat, boat trailer, house trailer, horse trailer, automobile, recreational vehicle, truck, or other vehicle, or any part thereof shall be stored or permitted to remain on any residential lot unless the same is stored or placed in a garage or fully-enclosed space. Exception can be a camper and boat next to the house on the concrete pad and one trailer stored next to the shop and one next to the stable.

M. No landscaping may be commenced, changed, or modified until a scaled set of plans have been submitted in writing to the Committee for approval. In addition, no trees may be planted in the back yards that will block or negatively impact the views of neighbors. In the event the Committee fails to approve or

disapprove the landscaping proposal within thirty (30) days after the plan has been submitted, approval will not be required. Landscaping shall be completed within six (6) months from the date the house is substantially completed.

N. In accordance with the rules and regulations of the United States Postal Service (USPS) cluster mailboxes shall be located as directed by the USPS. Each lot owner shall have access to mail service at a lockable cluster mailbox in compliance with said rules and regulations. Any future maintenance, repair or replacement of such cluster mailboxes shall be the responsibility of the Honey Hills Estates Homeowners' Association.

O. Lots 1-12, Block 3 and Lots 1-2, Block 2, are Horse Lots. Said lots will only allow Horses to the maximum number set forth by the Morton County Land Use Code in Rural Residential Developments No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that a maximum of three (3) dogs and three (3) cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

P. A shop up to 5000 sq ft with no less than a 3:12 pitch and a minimum of 18" Soffit and no more than 26' maximum height to roof peak can be constructed with exterior matching the color tones of the house. A garden shed up to 200 sq ft can also be constructed with a height not to exceed 12' to roof peak and must match roof pitch of house and color theme.

Q. All attached garages must be at least three (3) stall garages and shall be at least twenty-four (24) feet deep. All garages must have one garage door that is at least sixteen (16) feet wide and a second garage door that is at least nine (9) feet wide, or the garage must have three (3) garage doors that are each at least nine (9) feet wide.

R. On Horse Lots a stable up to 1200 sq ft can also be constructed. All Hay and Feed has to be stored indoors. Exterior color of stable has to follow house theme.

S. No trees shall be planted within ten (10) feet of a Lot line without the prior express written consent of the Committee and in desire to keep the natural viewshed of the Missouri River Valley for all lot owners to enjoy. No trees planted in Honey Hills Estates Second may exceed 10' in height, so dwarf varieties are encouraged. A lot owner can request an exception from the Committee if the Lot Owner has the approval of all affected neighbors and the

Lot Owner can demonstrate that the tree(s) will not affect a neighboring lot's viewshed.

T. No camper, boat, trailer, pontoon or vehicle may be parked in the same place on a driveway for more than forty-eight (48) continuous hours.

5. PARTITION AND SUBDIVISION PROHIBITED: Each of the owners of lots or parcels in said Real Property, whether such ownership is in fee simple or as a tenant-in-common, is hereby prohibited from partitioning or in any other way severing or separating such ownership from any of the other ownerships in said Real Property. None of the lots may be subdivided, except by the Developer.
6. INVALIDITY OF ANY PROVISION: In the event any restriction or obligation herein contained by invalid or held invalid or void by any court of competent jurisdiction, such invalidity or nullity shall in no way affect any other condition or restriction herein contained.
7. NO WAIVER: A waiver of a breach of any of the foregoing conditions or restrictions shall not be construed as a waiver of any succeeding breach of violation thereof or of any other restriction or obligation.
8. LEGAL ACTION IN THE EVENT OF BREACH: As to Developer and the owner or owners of any of said lot or lots, including any bona fide purchaser under contract, the foregoing restrictions and obligations shall operate as covenants running with the land and a breach of any of them or a continuance of any such breach may be enjoined, abated, or remedied by appropriate proceedings by Developer or the Committee, as the case may be, or any lot owner. The Developer and the Committee have the sole discretion to identify and address a breach as well as grant variances and under no circumstances may a legal action be brought against the Developer or the Committee.
9. INTERPRETATION OF RESTRICTIONS: All questions of interpretation or construction of any of the conditions herein shall be resolved by the Committee and its decision shall be final, binding and conclusive on all of the parties affected.
10. FAILURE TO COMPLY WITH ORDER OF COMMITTEE: In the event of the failure of any individual lot owner to comply with a written directive or order from the Committee then, in such event, the Committee shall have the right and authority to perform the subject matter of such direction or order and the cost of such performance shall be charged to the owner of the lot in question and may be

recovered by the Committee in an action at law against such individual lot owner.

11. ASSIGNMENT BY DEVELOPER: Developer may sell or assign its rights under these Covenants of Restrictions and Obligations, and any successor or subsequent assignee shall have all the powers and duties of Developer.

12. NOTICE OF CLAIM OF BREACH: Developer, or the Committee may at any time that Developer or the Committee deems a breach of these Restrictions and Obligations has occurred, execute, acknowledge and record in the Office of the Recorder of Morton County, a Notice of Claim of Breach setting forth the facts of such breach, describing the lot or lots upon which such breach has occurred and setting forth the name of the owner or owners thereof. Such notice upon being recorded, shall be notice to all persons of such breach, provided an action has been commenced within sixty (60) days after the recording of such notice to establish such breach, and if no such action has been commenced within such sixty (60) day period, then and in that event such notice shall be of no force and effect whatsoever and the breach set forth in said notice shall be presumed to have been remedied.

13. HONEY HILLS ESTATES HOMEOWNERS' ASSOCIATION: Each owner of a lot in the Real Property shall be a regular member of the Honey Hills Estates Homeowners' Association (the "Association" or the "Homeowners' Association"). The Association has been incorporated and formally registered with the North Dakota Secretary of State as "Honey Hills Estates LLC," a nonprofit limited liability company. Any reference herein to "Homeowners' Association" or "Association", shall also be a reference to Honey Hills Estates LLC, as the names all refer to one-and-the same entity. Membership to the Association shall be appurtenant to such lot, and the transfer of title to such lot shall automatically transfer the regular membership appurtenant to such lot to the transferee or transferees. The Association shall be governed by Bylaws adopted by the Association. Each such owner and/or owners are obligated to promptly, fully, and faithfully comply with and conform to the Bylaws of the Association, and the rules and regulations from time to time prescribed thereunder by the Board of Directors of said corporation or its officers and to promptly pay in full all dues, fees or assessments levied by said corporation on its members whether such dues, fees or assessments were levied prior or subsequent to the date of acquisition of title, except that the purchaser of any such unit at a Trustee's Sale on foreclosure or a lender who acquires title by deed in lieu of foreclosure shall not be liable for any dues, fees or assessments levied prior to such sale or acquisition of title.

A. The initial members of the Honey Hills Estates Homeowners' Association

Board of Directors shall be three (3) persons to be appointed by Developer. Each of the said persons so appointed shall be subject to removal at the direction of Developer at any time. Developer shall have the right to elect all of the members of the Board of Directors of the Association until Developer has transferred or sold ninety percent (90%) of the Lots within the Real Property.

B. The Honey Hills Estates Homeowners' Association shall have a lien against each of the Lots within the Real Property to secure the full and faithful performance of these restrictions and obligations, and in the event of the non-performance or default hereunder by any of the owners of a Lot, the interest of such defaulting owner may be foreclosed by said Association in the same manner as a realty mortgage and any redemption thereafter shall be subject to the lien herein created as to other or future events of non-performance or default, and the lien hereby created shall likewise apply to the Grantee of any Sheriffs Deed after foreclosure as to other or future events of non-performance or default; or the said lien may be foreclosed as a mortgage with power of sale, provided however, that it is specifically understood that the lien herein created shall, at all times, be subordinate and inferior to the lien of any bona fide lending institution which now exists or is hereafter placed against the interest of such defaulting individual owner in the above-described property or any part or parcel thereof.

C. The Honey Hills Estates Homeowners' Association, acting through its Board of Directors and officers, shall have the power and authority to levy assessments against each Lot owner. In the event an owner of any lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Association, it, after approval by two-thirds (2/3rds) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain, and restore the Lot.

D. In the event of the failure of any individual lot owner to comply with a written directive or order from the Association or the Architectural Review Committee, then, in such event, the Association/ARC shall have the right and authority to perform the subject matter of such direction or order and the cost of such performance shall be charged to the owner of the lot in question and may be recovered by the Association/ARC in an action at law against such individual Lot owner.

14. POWERS OF THE ASSOCIATION AND COLLECTION OF ASSESSMENTS:

The Association shall have the power and authority to (1) determine when

maintenance and repair of roadways or other common elements are necessary; (2) to contract for such maintenance and repair procedures; (3) to assess Lots for such maintenance and repair procedures; (4) to file liens against any non-paying Lot; and (5) to commence collection procedures deemed reasonable and appropriate to collect an unpaid assessment. Assessments by the Association shall be deemed to be the personal obligation of the assessed owner and shall be deemed as a lien against the Lot. In the event an action is commenced by the Association to collect such unpaid assessments, the Court shall award actual reasonable attorney fees and costs to the substantially prevailing party.

15. STORMWATER EASEMENTS: Honey Hills Estates contains stormwater easements which are essential to the Project as a whole and which are for the common use and benefit of all Lots within the Project. These stormwater easements are perpetual in nature and shall run with the land.

Lot owners are notified that Morton County is not responsible for maintenance of the Honey Hills Estates stormwater drainage system. The Developer and Morton County have executed (or will execute) a Stormwater Maintenance Agreement to be approved by the Morton County Engineer which Agreement sets forth that maintenance and supervision of the stormwater drainage system is the responsibility of the Developer. Once the Developer has conveyed ALL Lots within the Project, responsibility for maintenance and supervision of the stormwater drainage system shall transfer to the Honey Hills Estates Homeowners' Association. The cost of this maintenance and supervision will be split equally (1/46) between all Lots of the Project, regardless of lot size or lot location. The Developer will be responsible for its share of stormwater maintenance and supervision based on 1/46 of each unsold Lot in the Project.

Lot Owners within the Project are notified of the existence of stormwater easements located on Lots 5 and 6, Block 1, Lot 1, Block 2, and Lots 10 and 11, Block 3. The stormwater easements are perpetual in nature and are for the benefit of all Lots. There shall be no trees, shrubs or vegetation of any type planted, nor any structures or fences erected, nor any dirt, hardscape or any other material filled in the easement. Excavation in the easement is also prohibited. Damage to the easement areas as caused by flood or stormwater shall be repaired by the Association as a common expense. The Committee and/or Association, or its agents, representatives or assigns, shall have the right to enter the easement areas for purposes of maintaining, repairing or replacing the stormwater drainage/detention pond structures. The Association shall establish in its Bylaws a schedule for the inspection and routine maintenance of the easements and stormwater facilities. The Committee and/or Association shall be authorized to enact and to enforce such other and additional rules and regulations as are deemed reasonable and necessary to ensure the easement areas remain in compliance with all State, County, and local water board requirements, rules and regulations.

16. CAPITAL IMPROVEMENTS AND MAINTENANCE: In the event the Association, or Lot Owners of sixty-seven percent (67%) of the Lots of the Project decide or elect to further improve common elements of the Real Property, including, but not limited to, easement areas, cluster mailboxes, signage, etc., each Lot shall bear its proportionate (1/24th) share of the cost of such improvements, and that such improvements shall be administered by the Association. Each Lot shall be assessed and shall bear its pro-rata (1/24th) cost of the general upkeep, maintenance and repairs of said common elements and improvements thereto. The Association shall file liens against any non-paying Lot and may commence collection procedures deemed reasonable and appropriate to collect an unpaid assessment. If the Developer still owns at least one Lot at such time, it must give its express approval of such capital improvement or maintenance assessment.
17. ROAD IMPROVEMENTS AND MAINTENANCE: Developer shall construct Shaw Drive and Rhone Drive as elevated gravel roads that meet the Morton County road specifications with the expectation that that Morton County will provide snow removal and blading, until such time as the County may adopt changes to its subdivision road maintenance policies. Once 100% of the Lots within the Real Property have been sold by Developer, or, with the express approval of Developer, the Lot Owners may elect, with sixty percent (60%) approval of Lots, to pave, blacktop, re-gravel, or otherwise resurface said roads. Each Lot shall bear its proportionate (1/24th) share of the cost of such road construction, improvement or maintenance. The Association shall file liens against any non-paying Lot and may commence collection procedures deemed reasonable and appropriate to collect an unpaid assessment.
18. CONSTRUCTION OF HOMES: Homes may be constructed by any licensed contractor. All must be reviewed by Architectural Review Committee prior to application for a building permit.
19. REMOVAL OF WASTE/GARBAGE: In the interest of uniformity in collection times and garbage receptacles, all Lot Owners must contract with the same sanitation services provider which will be EcoSanitation LLC of North Dakota. Developer has negotiated a Development discount that will be at or below market price. This contract can be voided if EcoSanitation fails to provide adequate and timely service to the Development, with hazardous weather as an exception. No burning of garbage is allowed in the Development.
20. AMENDMENT: So long as Developer owns at least one Lot within the Real Property, Developer reserves the right to amend this Declaration of Covenants,

Conditions, and Restrictions at any time without obtaining any prior consent of any property owner. This unilateral power of the Developer to amend this Declaration, however, does not apply to the obligations outlined herein of the Honey Hills Estates Homeowners' Association to manage and maintain roads and road improvements, stormwater infrastructure, easements and facilities, and other common elements and improvements.

21. **RUN WITH THE LAND:** This Declaration of Covenants, Conditions, and Restrictions shall be covenants running with the land and shall continue and remain in full force and effect at all times unless there shall be recorded a written instrument executed by the then recorded owners of three-quarters (3/4) of the lots contained in the Real Property. Said written instrument shall have no binding effect unless it is also signed by the Developer, so long as Developer owns at least one Lot within the Real Property. Failure to secure the written signature of the Developer will cause the instrument to have no binding effect.

IN WITNESS WHEREOF, the Developer hereto has set its hand the date listed below.

Dated: _____

DEVELOPER:

MBR Properties LLC, a North Dakota limited liability company

Bradley A. Balerud, Member

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2024, before me a notary public personally appeared Bradley A. Balerud, who is known to me to be a Member of the described limited liability company described in this document as Developer and who acknowledged to me that he executed the within and foregoing instrument.

Notary Public

MBR Properties LLC

Randall J. Rhone, Member

STATE OF _____)

) SS.

COUNTY OF _____)

On this ____ day of _____, 2024, before me a notary public personally appeared Randall J. Rhone, who is known to me to be a Member of the described limited liability company described in this document as Developer and who acknowledged to me that he executed the within and foregoing instrument.

Notary Public

MBR Properties LLC

Steve Mariner, Member

STATE OF _____)

) SS.

COUNTY OF _____)

On this ____ day of _____, 2024, before me a notary public personally appeared Steve Mariner, who is known to me to be a Member of the described limited liability company described in this document as Developer and who acknowledged to me that he executed the within and foregoing instrument.

Notary Public

MBR Properties LLC

Greg Mariner, Member

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2024, before me a notary public personally appeared Greg Mariner, who is known to me to be a Member of the described limited liability company described in this document as Developer and who acknowledged to me that he executed the within and foregoing instrument.

Notary Public

HOMEOWNERS' ASSOCIATION

Honey Hills Estates LLC, a North Dakota nonprofit limited liability company

Randy Rhone, Director, Board of Directors

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2024, before me a notary public personally appeared Randy Rhone, who is known to me to be Director of the Board of Directors of the described limited liability company described in this document as Developer and who acknowledged to me that he executed the within and foregoing instrument.

Notary Public