

COPY

RESTRICTED COVENANTS FOR THE BAR NOTHING ESTATES SECOND SUBDIVISION.

IT IS UNDERSTOOD AND AGREED by and between the parties hereto that all real property described herein shall be known, Described, and used solely as set forth within this document.

1. Lots 1, 2, 3, 4, 5, 6, 7, 8 in block 1, Lots 1, 2, 3, in block 2, Lots 1,2 in block 3, Lots 1, 2, 3, in block 4 of the Bar Nothing Second Subdivision of Williams County, North Dakota. (Bar Nothing Estates Second Subdivision).
2. All homes will be one family dwelling, approximately 1300 square feet, not including basements or garages. If a one floor Home without a basement or upper story, approximately 1800 square feet. (Board members must approve Exceptions in writing).
3. There shall be no commercial activity or business conducted thereon (unless approved in writing by board members). And There shall be no commercial feeding, holding, or raising of livestock.
4. There will be no mobile home peiinanent or portable.
5. All buildings moved on or built on the premises will be constructed of new material.
6. All fences will be built of wood material, chain link (woven wire) or hard plastic in the bar nothing estates second subdivision. No fence or wall shall be higher than six (6) feet within the subdivision. They shall be erected and maintained by the owner of the lot that the fence is situated on. Single strand wire and barb wire may be used on lots that exceed three (3) acres.
7. All homes or other buildings are to be set back of a minimum of thirty (30) feet from the front of the property line. (unless agreed upon by the covenant board).
8. No property or any parcel can be used as a dumping ground or collection area for rubbish, old cars, ashes, or any unsightly material. Individual owners will dispose of all garbage, ashes, trash, rubbish, ect., in a legally acceptable manner.
9. Easements for installation and maintenance of utilities and other services must be allowed where it is necessary.
10. There will be one home built on each lot.
11. There will be no subdividing of these lots unless lot exceeds three (3) acres.
12. Approaches with culverts will be put in to suffice necessary drainage.
13. No outside buildings shall be permitted on any plot or lot unless the owner has already constructed a residential dwelling on such premises. Any such outside building such, as storage sheds, barns, garages, ect., shall be permanent structures and of a design consistent with the residential dwellings unless the lot exceeds Three (3) acres.
14. No poultry or livestock of any type other than household pets shall be allowed or maintained on any part or portion of the premises, except that any owner of a lot containing a minimum of three (3) acres may maintain two horses on the premises. In the event that any lot owner maintains any horses on the. premises, any build. }nos eectect to prPtect or slflble sgld horses shall blend in and be in

conformance with the construction of the residential dwelling situated on the premises. No metal buildings of any type will be constructed or placed on such lots (unless approved in writing by Board members).

15. To clarify, there will be no animals other than horses, dogs, or cats permitted on any premises unless such lot exceeds 10 acres.
16. The Covenant Board shall consist of the three following individuals: Raymond V. Lee, Timothy R. Lee and Marcus D. Lee. If something shall happen to any one of the board members the remaining board member or members can appoint new Board members to fill the vacancies.
17. The three board members must authorize any exceptions to any/all covenants with signed Authorization from the Board Members.
18. Invalidation of any one of these covenants by judgment of Court Order shall in no way effect any of the other provisions, which shall remain in full force and effect.
19. No operating or parking of motorized vehicles in roadside ditches.
20. No shelter belts or tree rows are permitted.
21. Any and all stand alone yard lighting shall be a maximum of 12 feet from the ground and all such lighting shall be totally shielded with a solid cover. All such lighting shall shine and be directed down to the ground.
22. No continuous use spot lighting of any type shall be permitted. To illuminate your yard, use only shielded yard fixtures and/or a maximum of 100 watt decorative fixture. Spot lighting may be used for temporary situations, but such spot lighting shall be directed at the owner's own home and not that of the neighbors.
23. No modular and/or pre built homes will be permitted (unless approved in writing by Board members).

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under until January 1, 2033, or as such time as it is included into the city limits of Williston, North Dakota.

Dated at Williston, North Dakota this day of 2008

RAYMOND V. LEE

TIMOTHY R. LEE

MARCUS D. LEE

State of North Dakota
County of Williams