



721994

Page: 1 of 15

11/8/2011 1:04 PM

REC \$52.00

WILLIAMS COUNTY, ND

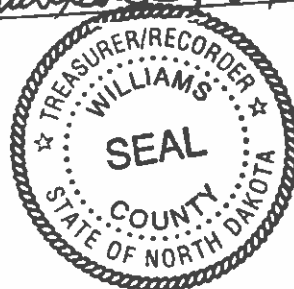
COUNTY RECORDER, WILLIAMS COUNTY, ND
 I certify that this instrument was filed and recorded
 Kari Evenson, County Recorder

11/8/2011 1:04 PM

by *Jerry Benlyon Deputy*

721994

Return to:
 Sanderson Stewart
 1300 North Transtech Way
 Billings, MT 59102



DECLARATION OF COVENANTS AND RESTRICTIONS GOVERNING LAND USE AND DEVELOPMENT OF HARVEST HILLS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, "Declarants", are the owners of all that certain real property situated in Williams County, State of North Dakota, known as **Harvest Hills Subdivision** (the "Subdivision"), and more fully described as the following real property:

A tract of land situated in the NE1/4 and SE1/4 of Section 9, T. 154 N., R. 101 W., 5th P.M., in the City of Williston, Williams County, North Dakota; said tract being more particularly described as follows, to wit:

LOT

Lots 1-4
 Lots 1-4
 Lots 1-4
 Lots 1-4
 Lots 1-4
 Lots 1-16
 Lots 1-16
 Lots 1-14
 Lots 1-14
 Lots 1-12
 Lots 1-15
 Lots 1 and 2
 Lots 1-12
 Lots 1-11
 Lot 1

BLOCK

Block 1
 Block 2
 Block 3
 Block 4
 Block 5
 Block 6
 Block 7
 Block 8
 Block 9
 Block 10
 Block 11
 Block 12
 Block 13
 Block 14
 Block 15

Lots 1-12	Block 16
Lots 1-14	Block 17
Lots 1-12	Block 18
Lots 1-13	Block 19
Lots 1-14	Block 20
Lot 1	Block 21
Lots 1-9	Block 22
Lots 1	Block 23

All within Harvest Hills Subdivision.

WHEREAS, the Declarants herein, at the present time, is the record title Owner of one hundred percent (100%) of the real property described above (the "Subject Property") and desires to impose these covenants and restrictions (hereinafter called "Restrictive Covenants") for the benefit of said Subject Property, affecting present and subsequent Owners, of the same, and all conveyances of the Subject Property or any part thereof shall be subject to these Restrictive Covenants, and;

NOW, THEREFORE, for the purpose of enhancing and protecting the value, attractiveness, and desirability of the Subject Property, and in order to ensure the use and development of the Subject Property as zoned, the Declarants hereby, publish, declare and impose these Restrictive Covenants upon the Subject Property and each part thereof, with additions as set forth herein, and declares that the Subject Property shall be held, sold and conveyed subject to these Restrictive Covenants, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the Subject Property or any part thereof, their heirs successors and assigns, and shall inure to the benefit of each Owner thereof.

By acceptance of any deed or other conveyance of legal or equitable title to all or any part of the Subject Property, and as a material part of the consideration for conveyance of any property within the Subject Property any and all grantees agree, for themselves, their heirs, executors, administrators, legal representatives, successors and assigns, that the Subject Property shall be developed, improved, sold, used and enjoyed in accordance with and subject to these Restrictive Covenants, all of which are hereby adopted for and placed upon the Subject Property and all of which shall run with the land and be binding upon all Owners of any property within the Subject Property, now or at any time hereafter, having any ownership interest in the Subject Property or any part thereof, and binding upon their heirs, executors, administrators, legal representatives, successors, and assigns, regardless of the source of, or the manner in which, such interest is or may be acquired (collectively, the "Owners"); provided, however, these Restrictive Covenants shall expire seventy-five (75) years from the date these Restrictive Covenants are recorded, after which time said Restrictive Covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of



Owners has been recorded agreeing to amend or change, in whole or in part, these Restrictive Covenants.

USES, shall be governed by the Subdivision Development Agreement Harvest Hills Subdivision document filed of record in the official public records of real property of Williams County, North Dakota under file number 721044 incorporated herein by reference that is recorded for this Subject Property, the City of Williston zoning regulations, any other applicable law, and these Restrictive Covenants. Except as otherwise provided in these Restrictive Covenants, the Subject Property may be used only for detached single family and multi-family dwellings, retail/commercial developments or educational and public facilities. In no event shall any portion of the Subject Property be used for any purpose except as provided in these Restrictive Covenants.

A. Architectural Committee.

With respect to the improvements to be erected and situated on the Lots (defined herein), all structures to be erected shall first be approved by the Architectural Committee as hereinafter set forth. For a period of eight (8) years, or until Declarants own less than twenty-five (25%) of the Lots in the Subdivision, whichever is the last to occur, Declarants shall serve as the "Architectural Committee." Granite Peak shall appoint one (1) representative, Halliburton Energy Services, Inc. shall appoint one (1) representative and Granite Peak and Halliburton Energy Services, Inc. shall in conjunction appoint a third representative to the Architectural Committee to serve until the first annual meeting of Owners held in accordance with the bylaws that shall be created and adopted by Declarants. In the event the Declarants are unable or unwilling to serve or fails to appoint successors, the Owners, based on one (1) vote per Lot, shall elect three (3) Owners to serve as the Architectural Committee and they shall create and adopt bylaws for governance of the Architectural Committee.

Each Owner shall be entitled to one (1) vote per Lot owned by such Owner, provided however, Declarants shall be entitled to three (3) votes per Lot owned by the Declarants, and if one Declarant owns a Lot individually the Declarant owning such Lot will have three (3) votes for each Lot individually owned for purposes of electing Architectural Committee members and amending these Restrictive Covenants. Owners shall be defined as a current Owner of a Lot in the Subdivision or any addition thereto.

The Architectural Committee and the Declarants shall not be liable in damages to anyone submitting plans to them for approval for any Owners by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of such plans and specifications. Every Owner or other person who submits plans to the Architectural Committee for approval agrees by submission of such plans



and specifications not to bring any action or suit against the Architectural Committee or Declarants to recover any such damages. Approval by the Architectural Committee shall not be deemed compliance with the requirements of any local building codes and it shall be the responsibility of the Owner or other person submitting the plans to the Architectural Committee to comply therewith. The Architectural Committee may, in its discretion, and upon good cause shown, grant variances to these Restrictive Covenants.

The Architectural Committee shall have the right to prosecute an action enforcing the provisions of any of these Restrictive Covenants by injunctive relief, on behalf of itself and all or part of the Lot Owners. In addition, each Owner shall have the right to prosecute for injunctive relief and for damages by reason of any Restrictive Covenants violation.

B. Restrictive Covenants for all Lots within the Subject Property.

The following Restrictive Covenants shall govern all Lots within the Subject Property:

1. No Lot within the Subject Property shall be less than Three Thousand Five Hundred (3,500) square feet, unless approved by the Architecture Committee. Except as approved by the Architecture Committee and the Owner's payment of any and all costs associated with any replatting required for the subdivision of any Lot, no residence or building shall be constructed on any portion of the Subject Property other than on an entire Lot or Lots. Under no circumstances shall the Subject Property be subdivided into any tracts other than Lots. For purposes of these Restrictive Covenants, "Lot" means and refers to any plot of land identified as a lot or homesite on a plat. If however, applicable law does not require the filing of a plat, then "Lot" shall mean all land within the Subject Property conveyed by a deed filed subsequent hereto.
2. No building or structure shall be occupied or used until the exterior and interior thereof is completely finished and a temporary or final certificate of occupancy is issued.
3. Except as otherwise provided in these Restrictive Covenants, no portion of the Subject Property shall be used or dedicated for use by the public or as an area for the common use of the Owners (other than for common access) or public rights-of-way and public open spaces as depicted on the plat on file in the office of the Williams County Recorder, in the State of North Dakota as document No. 720999.



4. Except as otherwise provided in these Restrictive Covenants, no portable or permanent buildings of any type or character shall be moved or placed upon any Lot. Buildings of every type and character, whether attached to or detached from the main structure or garage constructed on the Lots, must be in accordance with these Restrictive Covenants prior to the commencement of the construction of such buildings.
5. Duplicate sets of plans and specifications for any Lot improvement or alteration shall be submitted to the Architectural Committee. The plans shall include site plans indicating the location of the proposed development, including driveways, parking areas, fences, building structures and utilities. All plans and elevations shall clearly show all external features and materials for all structures for any building or structure. Sufficient information shall be submitted to demonstrate compliance with the requirements of these Restrictive Covenants.
6. A foundation and drainage plan will be submitted to the Architectural Committee for each structure to be built. The drainage plan should show positive drainage away from the building and other structures. Property lines and dedicated drainage easements must be maintained so as to permit proper drainage and shall not be blocked or otherwise altered so as to prevent proper drainage.
7. The Architectural Committee shall review the plans and specifications within twenty (20) days from the day of confirmed submission, and determine if the proposed use or development conforms to the requirements of these Restrictive Covenants. If the Architectural Committee fails to review the plans and specifications within twenty (20) days from submission thereof, and to inform the owner of the Architectural Committee's decision regarding approval or disapproval, then the plans as submitted shall be deemed to have been automatically approved, provided however, that any development proposed shall not otherwise violate these Restrictive Covenants, the Planned Unit Development Zoning documents, the Planned Unit Development Agreement, or any building codes or restrictions or applicable laws of the State of North Dakota, County of Williams, or the City of Williston. A copy of the proposed plans and related data may be retained by the Architectural Committee for its records.

NOTE: Any approval given by the Architectural Committee shall not constitute a warranty, expressed or implied, of compliance with any applicable building or safety codes or for any other purposes other than the authority under these Restrictive Covenants for the person submitting the plan to commence construction.



8. No building or structure for use as a place of residence of habitation, or commercial/retail enterprise, or education or public facility shall be erected, placed, or be permitted to remain upon any Lot other than as approved by the Architectural Committee and in accordance with these Restrictive Covenants. A separate storage building, workshop or similar outbuilding may be located on the property provided that same has been approved by the Architectural Committee, and that said structure is built of the same materials, including roofs and siding, as the principle building, and shall not be obtrusive in height or size for the area.
9. All structures shall be designed utilizing first rate materials and shall be submitted to the Architectural Committee for review and approval. Siding materials shall also be approved by the Architectural Committee.
10. No structure shall be placed or permitted to remain which may damage or interfere with other improvements within the Subdivision. All improvements within a Lot shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible.
11. Removal of Trees, Trash and Care of Lots during Construction of Residence.
 - (a) All Owners, during construction, are required to remove and haul from the Lot all tree stumps, trees, limbs, branches, underbrush and all other trash or rubbish cleared from the Lot for construction of the residence, construction of other improvements and landscaping. No burning of brush, limbs, leaves, and other plant material is allowed on any Lot.
 - (b) All Owners, during construction are required to continuously keep the Lot in a reasonably clean and organized condition. Papers, rubbish, trash, scrap and unusable building materials are to be kept picked up and hauled from the Lot. Other usable building materials are to be kept stacked and organized in a reasonable manner upon the Lot.
 - (c) All Owners shall keep the common drive(s), roadways, walkways, and other common areas free from trash, materials and excess dirt. Any such trash, materials or excess dirt or fill inadvertently spilling or getting into the right-of-way shall be removed, without delay, not less frequently than daily.
 - (d) No Owner or contractor may enter onto another Owner's Lot for purposes of ingress and egress during or after construction, except with the Owners' specific consent or over a platted access easement or other easement or



license approved by the burdened Owner(s). All other Owners' Lots shall be kept free of any trees, underbrush, trash, rubbish and/or any other building or waste materials during or after construction of building improvements. For purposes of these Restrictive Covenants, "Contractor" means and refers to the person or entity with whom an Owner contracts (or with whom such a person subcontracts) to construct any improvements on such Owner's Lot.

12. No unreasonably obnoxious or offensive activity of any kind, commercial or otherwise, including specifically activities producing loud noise, odors, or other objectionable manifestations visual or otherwise, shall be conducted on Lots, nor shall anything be done which may be or become an annoyance or nuisance to those owning property anywhere in the Subdivision. No vehicle shall be repaired, rebuilt, dismantled or painted anywhere except within the garage portion of a building.
13. No exploration for or production of oil, gas, or other minerals may be conducted on or from the Subject Property except by means of wells drilled from property other than within the Subject Property and entering the Subject Property at least two thousand feet (2000') below the surface thereof.
14. No carport shall be erected or permitted to remain on any Lot without the express prior written approval of the Architectural Committee. Said approval must be denied unless the carport is shown to be an integral part of the structure and the carport is constructed with the same design, color and materials as the main structure.
15. No sign, advertisement, flag, billboard, or advertising structure of any kind may be erected or maintained on any Lot without the prior approval of the Architectural Committee and any such approval which is granted may be withdrawn at any time by the Architectural Committee in which event the Owner granted such permission shall immediately remove such structures.
16. Any and all solar collectors (including, without limitation, solar panels, solar cells, and reflectors) installed on a Lot must be installed on the residence or other permitted building and designed and constructed in harmony with the design of the building on which it is installed.
17. No outside or portable toilets (other than on a temporary basis in connection with construction on a Lot) will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or



unsanitary sewage being carried into any common drive or into any body of water.

18. Any buildings or other improvements within the Subject Property that are destroyed partially or totally by fire, storm or any other casualty, shall be repaired or demolished within a reasonable period of time, and the Lot and improvements thereon, as applicable, restored to an orderly and attractive condition.
19. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the publicly recorded plat on file in the office of the Williams County Recorder, in the State of North Dakota as document No. 720999. Within these easements, no structure, planting or other material 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 the flow of drainage channels in the easements, or which may obstruct the flow of water through drainage channels in the easements. In addition, each Owner shall allow the City of Williston and its agents and employees access across and upon the Lot of the Owner for purposes consistent with these Restrictive Covenants.
20. All Lots in the Subdivision shall be fully landscaped. A basic landscaping plan, which shall include a variety of trees and shrubs, shall be submitted to the Architectural Committee for approval. The Architectural Committee may adopt guidelines for the Owners in developing said landscaping plan. Total landscaping must be completed by the builder or Owner within one (1) year of occupancy of the dwelling. In the event construction does not commence immediately, the Lot will be required to be mowed and trimmed until construction. It is the intent of this paragraph to have fully landscaped lots once a structure is established and to keep vacant Lots aesthetically appealing, maintained, and without bare spots.
21. The exterior of each building must be approved by the Architectural Committee. Any alterations or additions to the plans originally approved by the Architectural Committee shall be resubmitted for approval. Only paints and stains of a natural earth color and masonry or stone of like colors, inclusive of white and black, shall be approved by the Architectural Committee. The Owner or builder will submit plans and specifications to the Architectural Committee which are adequate to establish the type, quality and appearance of the building exterior, including proposed colors. Each Owner shall maintain the exterior of their unit and Lot in good condition and shall cause it to be repaired as the effects of damage or deterioration become apparent and shall cause it to be repainted periodically and before the surfacing becomes weather-beaten or worn off. Any changes from the originally approved exterior colors or materials must be resubmitted for approval by the Architectural Committee.



22. The locations of structures on the sites and the heights shall be designed to reduce the buildings' prominence and will blend with the site as much as possible. All improvements erected in the Subdivision must be new construction only. It is the intent of the Architectural Committee to offer a Subdivision that is of high standards and therefore all materials used in construction shall be of high quality and enhance the Subdivision's appearance. All structures on the Lot shall have earth tone or black roofs. Street to house driveways shall be concrete.
 23. Rubbish containers shall be placed out of sight. No ashes, rubbish, garbage, or other refuse shall be stored or deposited anywhere outside of any living unit except during refuse collections by the City of Williston.
- C. Additional Restrictive Covenants for all Residential Property within the Subject Property including Apartments and Condominiums.**

The following restrictions shall apply to all residential property within the Subject Property including apartments and condominiums:

1. No trailer, camper, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used on the Lots as a place of residence or habitation, either temporarily or permanently, except the same may customarily be used by contractors for and during the construction or improvement thereon. No house trailer, mobile home, recreational vehicles, motor homes, camper-trailer, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any Lots except recreational vehicles, camper-trailers, boats, horse trailers, snowmobile trailers, or similar recreational equipment may be stored on the side yard portion of any Lot, if it is enclosed, either in a structure permitted by these Restrictive Covenants, or inside a fenced area.
2. No vehicle of a size larger than the now standard American manufactured motor car or pickup truck (one ton and smaller), and no vehicle the primary use or design of which is for the transportation of passengers for hire and no vehicles intended to be used primarily for sport, commerce or industry such as trucks, campers, house trailers, buses, boats and boat trailers, snowmobiles, or snowmobile trailers, tractors and trailers, shall be parked for a period of greater than twenty four (24) hours on the streets or any of the front portions, driveways or other ways of access or to any such Lot or Lots, except that occasional temporary longer term parking of same shall be permitted subject to the right of the Architectural Committee to restrict or prohibit abuses. No tractors or tractor trailers assembly units may be parked on any areas of the Lot except in



connection with the construction of structures on the Subject Property. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative. The intent of this paragraph is to keep streets clear of commercial vehicles and to encourage residents to park stored vehicles and equipment inside the garage or properly fenced areas.

3. No livestock, bees, poultry, or other animals of any kind shall be raised, bred or kept on any Lot or any other portion of the Subject Property except that the following animals may be kept (but only in the following numbers) provided they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to any other Owner: dogs (no more than 2 per Lot), cats (no more than 2 per Lot), and other common household pets. No Owner may permit any dog, cat, or other permitted animal under such Owner's ownership or control to leave such Owner's property unless leashed or harnessed and accompanied and controlled by a member of such Owner's household.
4. No above-ground swimming pool may be constructed on any Lot. Swimming pool drainage shall be directed and treated in accordance with applicable governmental requirements.
5. No window or wall type air conditioning unit shall be permitted to be used, erected, placed or maintained in or on any building in any part of the Subject Property.
6. The drying of clothes in view from the front of the Lot on which such clothes are drying is prohibited.
7. No detached radio or television aerial, or satellite receiving dish exceeding 19-inches in diameter shall be permitted on any Lot, and no aerial attached to any residence or garage shall have a height exceeding three (3) feet above the roof line of the residence or garage to which it is attached.
8. Yard fences, if any, must be constructed along the rear and side Lot line and may extend on the side Lot lines only from the rear of any Lot along the Lot boundary lines to a point on the Lot line that right angles with the rear corner of the house or a point fifty (50) feet from the front Lot line, whichever is less restrictive (i.e. closer to the front lot line), provided no part of any such fence shall be forward of the front corners of any such house and there shall be no front yard fencing of any type or style. The fenced portion must include utility easements. Where a house is situated on corner lot there shall be no fencing which extends or is situated beyond a line, parallel with either street, extended from the corner of the house nearest the street to the back Lot line. An exception may be made for small



721994

Page: 10 of 15
11/8/2011 1:04 PM
REC \$52.00

unobtrusive portions of aesthetically pleasing fencing in the front of a Lot in connection with a total landscaping plan approved by the Architectural Committee.

These Restrictive Covenants herein contained shall be binding upon the undersigned and upon all their successors and assigns, as to any and all other Lots contained herein, and imposed upon as an obligation and charged against all the land and Lots therein situated, for the benefit of the undersigned Owners, their successors and assigns, and as a general plan for the benefit of those persons and parties who shall hereafter succeed to or otherwise acquire title or interest in any part thereof.

Every person bound by these Restrictive Covenants is deemed to recognize and agree that it is not the intent of these covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing vitality and that lenience or neglect in their enforcement shall not in any way invalidate these Restrictive Covenants or any part of them, nor operate as an impediment to their subsequent enforcement. No such person shall defend against enforcement on the grounds of waiver or estoppel.

Should any part of parts of these Restrictive Covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining Restrictive Covenants.

The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of seventy percent (70%) of the votes from the Lots included within the boundaries of the Subdivision, as the same may then be shown by the plat on file in the office of the Williams County Recorder, in the State of North Dakota as document No. 720999. Any such amendment shall be ineffective until same shall have been placed on record in the office of the Williams County Clerk. If the Restrictive Covenants are amended by seventy (70%) of the votes from the Lots, such amendment must be completed within three hundred sixty-five (365) days of the date the first Owner or Declarant executes such amendment. The date the signature of a person or entity constituting a part of a Owner or Declarant is acknowledged shall constitute prima fascia evidence of the date of execution of said amendment by such Owner or Declarant. Any such amendment shall become effective when such amendment is filed for record in the real property records of Williams County, North Dakota.

Declarants hereby reserve the right, from time to time for a period of up to eight (8) years from the date hereof to perform the acts and exercise the rights hereinafter specified (the "Declarants Special Rights"). Declarants Special Rights include the following:

- a. Completion of Improvements. Declarants have the right to complete improvements indicated on the plat filed by the Declarants on file in the office of the Williams County Recorder, in the State of North Dakota as document No. 720999.
- b. Declarants may plat additional Lots on adjacent land and may thereupon extend these Restrictive Covenants to said Lots and thereby burden and benefit those Lots by these Restrictive Covenants for the benefit and burden of all Lots in the Subject Property and any additions thereto.
- c. Sales Management and Marketing. Declarants have the right to maintain sales offices, management offices and signs advertising the Lots anywhere within or upon any Lot owned by Declarants or Declarants' assignee.
- d. Construction Easements. Declarants have the right to use utility or construction easements through any Lot for the purpose of making improvements within or upon any Lot.
- e. Dedications. Declarants have the right to establish, from time to time, by dedication or otherwise, or to have vacated, utility and other easements for purposes including but not limited to streets, paths, walkways, drainage, recreation areas, parking areas, conduit installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Owners within the Subdivision.
- f. Amendment of Declaration. Declarants have the right to amend these Restrictive Covenants in connection with the exercise of any rights granted herein.
- g. Amendment of Plat. Declarants have the right to amend the plat on file in the office of the Williams County Recorder, in the State of North Dakota as document No. 720999 in connection with the exercise of any rights granted herein.

Rights Transferable. Any right created or reserved herein for the benefit of Declarants may be transferred to any person or entity by an instrument describing the rights transferred and recorded in the County of Williams, State of North Dakota. Such instrument shall be executed by the Declarants and the transferee.

These Restrictive Covenants shall be superior and senior to any lien hereafter placed upon any portion of the Subject Property, including the lien of any mortgage or deed of

trust. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value, but all the covenants and restrictions, and conditions and other provisions, terms and conditions contained in these Restrictive Covenants shall be binding upon and effective against any person or entity (including, but not limited to, any mortgagee or beneficiary under a deed of trust) who acquires title to any real property within the Subject Property or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.



721994

Page: 13 of 15

11/8/2011 1:04 PM

REC \$52.00

IN WITNESS WHEREOF, the undersigned Declarants have executed this instrument on October 31, 2011.

GRANITE PEAK DEVELOPMENT - NORTH
DAKOTA, LLC.

By: Rich Fairmanis

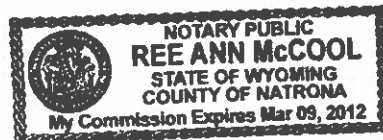
Title: Managing Member

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument as of the date and year first above written.

STATE OF WYOMING)
)
:SS
County of Natrona)

Be it known that on this 31 day of OCTOBER, 2011, before me, personally appeared Rich Fairmanis as _____ of GRANITE PEAK DEVELOPMENT-NORTH DAKOTA, LLC., known to me to be the person who is described within instrument and acknowledged to me that he executed the same.

Ree Ann McCool
Notary Public, State of Wyoming



HALLIBURTON ENERGY SERVICES, INC.

By: _____

Title: _____

Woody Kemp, Jr.
Real Estate Services
Attorney-In-Fact

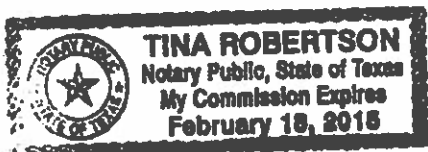
IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument as of the date and year first above written.

STATE OF TEXAS)

:ss

County of Harris)

Be it known that on this 1 day of November, 2011, before me, personally appeared Woody Kemp Jr. as Real Estate Global Manager of HALLIBURTON ENERGY SERVICES, INC., known to me to be the person who is described within instrument and acknowledged to me that they executed the same.



Notary Public, State of Texas