

protective covenants, said covenants to be covenants running with the land, and are described as follows:

1. The grantees hereby agree to make the real estate above described available to any person, firm or corporation for development of electric power, water, sewerage and other utilities that will or may be used by most of the lot owners in the subdivision and a right of way twenty (20) feet in width at any point along the side, rear, or front lines of each lot in the subdivision is hereby reserved for this purpose.

2. All roads in the subdivision are forty (40) feet in width, with twenty (20) feet thereof being within the bounds of the lot herein conveyed and it is further understood and agreed that said roads are for the mutual benefit and use of all of the lot owners in said subdivision and that the maintenance of said roads shall be the sole responsibility of the owners of the lots that adjoin said roads. And it is further understood and agreed that all driveway culverts will be at least twenty (20) feet from the center of said road rights of way.

3. No rights of way shall be permitted through any of the lots in said subdivision for the purpose of granting access to any adjoining real estate which is not a part of said subdivision.

4. It is agreed between the parties hereto that no trees shall be cut or removed from the subject real estate until such time as the total consideration for said real estate has been paid to the grantor. However, the grantee hereby reserves the right to cut and remove all trees necessary for driveways and home sites on the subject real estate.

The real estate herein conveyed is subject to any and all other roads, exceptions, reservations, restrictions, easements, conditions, and rights of way contained or mentioned in prior rights of way contained or mentioned in prior instruments of record affecting the subject real estate.

This conveyance is made unto the said parties of the second part as joint tenants with full rights of survivorship, which is to say, should M. Ines Castro predecease Wayne E. Jacobson, then the entire full, fee simple title in and to said real estate shall vest solely in Wayne E. Jacobson; and should Wayne E. Jacobson predecease M. Ines Castro, then the entire full, fee simple title in and to said real estate shall vest solely in M. Ines Castro.