

RESTRICTIONS AND PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the entire tract and adequate protective covenants for the mutual benefits of ourselves and our successors in title, we hereby impose the following covenants and restrictions which shall run with the real property described in Exhibit "A" and shall be binding on all parties having or acquiring any right, title, interest, estate or any part thereof, and shall inure to the benefit of each owner thereof.

A. <u>USE OF LAND:</u>

All tracts shall be used for a single-family residential purpose. Only one single-family dwelling shall be constructed upon any tract. Such buildings shall be used for single-family residential purposes. No professional office, business, trade or commercial activity of any sort shall be maintained or operated in the Subdivision.

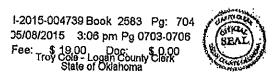
B. SIZE, MATERIAL, OUTBUILDINGS and MANUFACTURED HOUSING:

- 1. <u>Size</u>: Residences on all tracts shall be minimum of 1500 square feet. In computing the required square footage of a residence, it is to be figured exclusive of open porches, basements and garages.
- 2. <u>Materials</u>: The principal exterior material of the residence shall be at least seventy five percent (75%) brick.
- 3. <u>Outbuildings</u>: Outbuildings on all tracts shall be a maximum of 1800 square feet. Construction of any outbuildings erected on any said tracts must be architecturally consistent with the main structure. No house or outbuilding may be moved onto any tract from another locality. This provision will apply to all future construction and does not apply to existing construction.
- 4. <u>No Manufactured Housing:</u> Under no conditions may a manufactured house or travel trailer of any type by occupied, temporarily or permanently, as a residence.

C. GENERAL:

- 1. No tank for the storage of oil or other fluids may be maintained above the ground on any Tract.
 - 2. Each tract owner is responsible for the proper disposal of garbage, trash, and other

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refuse. No trash or refuse may be thrown or dumped on any tract. Each owner of a tract shall be required to keep that tract in presentable condition. Owners may not store, collect or accumulate within view on any tract any refuse, debris, lumber or other building materials or any non-functional equipment, tools or furniture. Furthermore, dilapidated or abandoned motor vehicles will not be allowed, unless stored in a completely enclosed structure or screened from view.

- 3. No garage or outbuilding tent, shack, or temporary structure on any tract shall be used as living quarters or sleeping accommodations.
- 4. No substance or thing shall be kept upon any tract that emits foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the other Tract owners.

D. <u>DURATION AND AMENDMENT</u>:

All of the restrictions set forth herein shall continue and be binding upon the tract owners and upon their successors and assigns, for a period of twenty years from the date of this instrument, and shall automatically be extended for successive periods of twenty years.

E. RIGHT TO ENFORCE:

- 1. The restrictions herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree and covenant with the owners of said tracts, their successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said tracts and the construction of improvements thereon.
- 2. The owner of any tract 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 restrictions above set forth, and may recover necessary attorney's fees incident to said injunction proceedings in addition to all legal action for damages for failure of any other owner of any tract to comply with any of the restrictions herein set forth.
- 3. An invalidation of any one 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.
- 4. In the event of any breach of covenants, conditions, reservations or restrictions herein contained, delay or omission of the part of any owners of Tracts in exercising any rights, powers or remedies provided for herein, shall not be construed as a waiver thereof or acquiescence therein.

In witness whereof, we have set our hand All Maria Mellenbeck Rosie Gellenbeck	I this 8th day of Oay, 2015. 1-2015-004739 Book 2583 Pg: 705 35/08/2015 3:06 pm Pg 0703-0706 Fee: Troy Cole- Logan County Clerk State of Oklahoma
STATE OF OKLAHOMA COUNTY OF LOGAN)))
Before me, the undersigned, a Notary Public within and for said County and State, on this day of, 2015 personally appeared to me Phillip Gellenbeck and Rosie Gellenbeck, husband and wife, known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument, and duly acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth	
In Testimony Whereof, I have hereunto set my hand and official seal the day and year last above written.	
My commission expires:	Rachel Languell Notary Public



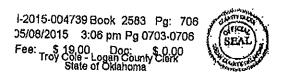


EXHIBIT A

TRACTS C, D, E, F, G & H (ADJUSTED)

Legal description prepared by Ryan R. Doudican, RPLS 1591, 4/6/15. Basis of Bearing is N 00°00'00" E along the East line of the Southwest Quarter (SW/4) of Section Thirty-Two (32), Township Sixteen (16) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma.

A tract of land in the Southwest Quarter (SW/4) of Section Thirty-Two (32), Township Sixteen (16) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma, more particularly described as follows:

Commencing at the Southeast corner of said Southwest Quarter (SW/4):

Thence N 00°00'00" E along the East line of said Southwest Quarter (SW/4), a distance of 2021.73 feet;

Thence S 78°51'14" W a distance of 135.01 feet to the POINT OF BEGINNING:

Thence S 03°56'41" E a distance of 199.43 feet; Thence S 78°51'14" W a distance of 199.56 feet; Thence S 11°08'46" E a distance of 155.06 feet; Thence S 73°36'12" W a distance of 241.75 feet; Thence N 16°25'56" W a distance of 376.64 feet; Thence N 78°51'14" E a distance of 500.00 feet to the POINT OF BEGINNING.

Said tract contains an area of 136089.35 square feet or 3.124 acres, more or less.