

PROTECTIVE COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That we, Don McBride and Jim McBride of Land Run Developers, L.L.C. do hereby certify that we are the owners and developers of Mission Hills, are the only person, persons, firm or corporation having any right, title or interest in and to the land described as follows, to-wit:

A tract of land in the Southeast Quarter (SE1/4) of Section Twenty (20), Township Sixteen (16) North, Range Two (2) West of the Indian Meridian, LESS AND EXCEPT Five (5) acres in the Southeast (SE) corner thereof being 660 feet North and South by 330 feet East and West, known as Mission Hills.

General Purpose - These covenants are made for the purpose of maintaining standards in the use and development of the land involved and providing an orderly development of the entire tract and for the further purpose of providing adequate restrictive covenants for the mutual benefit of ourselves or our successors in title to the subdivision of said tract and keeping the same in so far as possible, desirable, attractive, beneficial and suitable in architectural design, materials, appearance and use. We hereby impose the following restrictions and reservations to which it shall be incumbent upon our successors to adhere.

1. All lots shall be utilized solely and strictly for residential purposes.
2. All dwellings shall present their most attractive fronts to the street and the subdivision upon which the lot abuts.
3. All lots within any subdivision of this land shall be known and designated as residential building plots for single-family dwelling only. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling, not to exceed two stories in height, and a private garage for not less than two nor more than four motor vehicles and other outbuildings incidental to residential use of the plot. Outbuildings constructed on any lot shall be constructed to the rear of the dwelling, and enclosed by sight-proof fencing that will prevent said outbuilding from being viewed from the street passing in front of the residence.
4. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as being in conformity and harmony with the external design of existing structures in the subdivision, and as to location of the building with respect to topography and finished grade elevation by Land Run Developers L.L.C. or its designee. Neither the designated representative, nor the members of such committee

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shall be entitled to any compensation for services performed pursuant to this covenant.

5. No building shall be located on any lot nearer to the front lot line as shown on the recorded plat, or nearer to the side lot line than five (5) feet. For the purpose of this covenant, eaves, steps and open porches shall not be constructed in any manner to permit any portion of a building on a lot to encroach upon another lot.
6. No single-family dwelling shall be erected or permitted to have a ground floor square foot area, exclusive of open porches or garages of less than 1,600 square feet or of less than 2,000 square feet for a two story home. Land Run Developers, L.L.C. reserves the right to increase minimum square footage at any time on any unsold lots.
7. The principal exterior of any residence shall be at least 80% brick, stone or stucco type; 20% may be of frame, or other material, which will blend with the brick, stone or stucco. It is the intention of this restriction to allow panels of materials other than brick, stone or stucco to be used, but in no event shall a retaining wall consisting of more than 20% of the exterior of the residence be built of any material other than brick, concrete, stone or stucco. This restriction is intended to restrict the principal exterior of residences to masonry in their construction, but is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design.
Roofs are to be covered by shingles constructed of 25 year laminated fiberglass or asphalt shingles. Color to be of the weathered wood look.
There shall be no deviation from this requirement as to roofing materials or color without the written consent of Land Run Developers, L.L.C.
8. No trailer, mobile or manufactured home shall be permitted on any residential building site for use as a dwelling or storage facility, except when used by a commercial contractor for storage during the construction of any dwelling.
9. No existing erected residence may be moved onto and/or placed on any of the above described lots or building sites in Mission Hills, it being the intention of this covenant to definitely prohibit the moving onto and/or placing of an existing residential structure on any of the lots in said addition.
10. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 the utilities or which may change directions of flow of drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those

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improvements for which a public authority or utility company is responsible. Drainage easements can be established at any time by Land Run Developers, L.L.C. as require for proper and adequate water runoff control in said addition on any unsold lots. No additional easements, for utilities or otherwise, (except those shown on the recorded plat) will be granted unless approved by Land Run Developers, L.L.C. No property owner owning real property adjacent to Mission Hills shall be permitted to cross any lot or lots located in Mission Hills, for the purpose of connecting, or tying into existing utility lines or streets serving Mission Hills, without obtaining prior written authorization from Land Run Developers, L.L.C.

11. No business, trade or activity, except that necessary for the purchase or sale of lots and homes within the addition, shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
12. No structure of temporary character, including, but not limited to a trailer, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently.
13. No automobile, truck, trailer, tent or temporary structure of any nature whatsoever, shall ever be temporarily or permanently parked, located or otherwise maintained forward of the front building set-back or limit line on any lot as shown on the recorded plat of Mission Hills, provided, however, that it is not the intention of this paragraph to exclude the temporary parking of passenger automobiles on any portion of the garage driveway that is located in front of such building limit or set-back line on each building site. No junk automobiles, non-operative machinery or heavy equipment or heavy operative equipment shall be kept or stored on any portion of said lots.
14. No detached garage or other outbuildings shall be permitted in the easements reserved for utilities.
15. No sign of any kind shall be displayed to the public view on any lot except one two-sided professional sign of not more than 5 square feet per side advertising the property for sale or rent unless otherwise approved, in writing by Land Run Developers, L.L.C.
16. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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17. No lot as herein subdivided shall be resubdivided to create a greater number of lots than originally platted, provided, however, that this shall not apply to the sale or exchange of small parcels of land to or between adjoining property owners, where such sale or exchange does not create additional lots. In no event shall more than one dwelling house be permitted on any one lot.
18. The keeping of horses, livestock, fowl, or rabbits shall be prohibited on any lot in said addition. Also, the keeping, boarding, or breeding of dogs, cats, fowl, rabbits, or other pets on a commercial basis shall be prohibited. This clause does not prohibit having dogs and/or cats kept as household pets, but does limit the number of household pets to three (3) dogs and/or three (3) cats per household. Fencing and containment of dogs and cats are required. No outside kennels will be permitted.
19. Recreational vehicles (RV's), boats or trailers shall be parked to the rear of the residence and enclosed by sight-proof fencing or within the garage. Non-operative vehicles, machinery or equipment shall not be kept or stored on any portion of said lots.
20. Satellite dishes, TV and/or radio receiving towers and/or stations are restricted to locations in the back yard of any lot within Mission Hills, to conceal same from viewing on the adjoining street. Any type or wind powered electrical generators or windmill devices will not be permitted on any lot in said addition.
21. No fences shall be installed on the front portion of any lot in this subdivision between the front lot line and the front building setback line. All fences or walls of any type or nature whatsoever are to be approved by Land Run Developers, L.L.C. before construction.
22. No trash, ashes, junk material or other refuse of any nature shall be thrown, dumped or stored on any part of a lot in Mission Hills addition. Only the building materials may be stored or kept for the purpose of immediate incorporation into a structure on the said real estate.
23. All trash and garbage shall be kept in adequate sanitary containers and all lots shall be kept free of weeds & debris during construction. No materials are to be buried on any portion of lot or lots within Mission Hills addition.
24. Once excavation has commenced on a lot for the purpose of a building on a lot, the house or building on said lot shall be fully completed within one year of that time. Sodding and final landscaping must be completed no later than one year from the commencement of the excavation of the lot. In any event, soil erosion shall be kept to a minimum and within the limits as provided by law.

25. Only one family shall occupy any house.
26. A perpetual public easement is reserved over each lot for the installation, repair and maintenance of all utilities, including electricity, telephone and cable television, all as shown on the plat of the above-described lots. All utilities shall be placed underground.
27. All earth excavated in the construction of a dwelling house and not used on the premises of the lot shall be removed to such place or places as designated by Land Run Developers, L.L.C. at the lot owner's cost.
28. All driveways leading from any street in the subdivision shall be of concrete construction.
29. No firearms, air rifles or BB guns shall be discharged within said subdivision and no hunting of any animal shall be permitted within the subdivision.
30. Should the owner of any lot or lots or building sites in Mission Hills, their tenants or assigns, violate any of the restrictive covenants and/or conditions contained herein, and thereafter refuse to correct same within a specified period of time and to abide by the said restrictions and conditions contained herein, after reasonable notice, then in such event, any owner of any lot or building site in said addition may institute legal proceedings to enjoin, abate and/or correct such violation or violations, and the owner of the lot or lots or building sites permitting the violation of such restrictions and/or conditions shall pay all attorney fees to be fixed by the Court, for the aforesaid violation or violations, shall become a lien upon the land, as to the date legal proceedings were originally instituted, and said lien shall be subject to the foreclosure in such action, so brought to enforce such restrictions, in the action, in the same manner as liens upon real estate, the procedures as to which is fixed by statute.
31. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

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