

Property:

Scenic Oaks Development

This conveyance is subject to the following restrictions which are part of the consideration for the execution of the Deed and which shall run with and burden the title to the Property hereby conveyed, and shall be binding upon the Grantee, their heirs and assigns:

1. All Tracts shall be used exclusively for single- family residential purposes and the other associated uses permitted hereunder.
2. All dwellings must have a minimum of 1000 sq.ft. of living space (heated and cooled area). The exterior walls of all dwellings shall be constructed of a minimum of 50% masonry(rock, stucco, brick or other approved masonry product). No structure shall be built within 75' of any perimeter property line. Notwithstanding the foregoing, no structures on any Tract shall be located within 250' from the Road.
3. Each Tract may have a maximum of one primary residence and one B&B (Bed & Breakfast) or VRBO (Vacation Rental by Owner).
4. Recreational vehicles, travel trailers, buses, mobile homes, or pre-manufactured homes shall not be used as a permanent or temporary dwelling on the Property.
5. No professional, business or commercial activity to which the general public is invited shall be conducted on any Tract.
6. No commercial hunting. No Hunting Blinds/Stands or Feeders shall be located within 100' of any perimeter property line.
7. All perimeter fences erected on the Property shall be of new material.
8. Abandoned or inoperative equipment, vehicles or junk shall not be stored or maintained on the Property. The Property shall be maintained clean and neat in appearance and free of litter at all times.
9. No noxious or offensive activity shall be conducted on any Tract that may be or may become an annoyance or nuisance to other Owners within the Property.
10. No oil/gas drilling, development or refining and no mineral quarrying or mining operations of any kind shall be permitted on any Tract.
11. No commercial feedlots are permitted.
12. No division of Tract less than 20 acres is permissible.

Grantor, his assignees or tenants, shall have the right to graze cattle or livestock on Grantees' Property until such time as Grantees have enclosed Grantees' Property by fence; and Grantees and their respective heirs and assigns, by acceptance of title to an interest in the Property, hereby agree to indemnify and hold harmless Grantor and his respective tenants, heirs and assignees from and against, and hereby waive and release any claims or causes of action such Grantees may have, with respect to any injuries to any persons or any damages to any properties that may be caused by livestock on Grantees's Property.

If any term or provision of this instrument or the application thereof shall be held to be invalid, all other terms and provisions of these restrictions or the application thereof shall not be affected thereby, nor shall any failure of Grantor, his heirs or assigns to see enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision. Grantor shall have the right to enforce and to prevent the violation of any said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court cost and reasonable and necessary attorney's fees. The restrictions imposed on the Property shall be enforceable for a term ending on December 31st, 2050 after which the restrictions shall automatically terminate and be of no further force or effect.

Buyer

Buyer