Restrictions, Covenants and Conditions

- 1. No part of the land shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.
- 2. No inoperable vehicles shall be placed on the property unless stored in a garage or other storage building.
- No swine shall ever be kept upon the property nor shall any part of the property ever be used for a commercial feed lot for livestock or fowl or dog or cat kennel.
- 4. No noxious or offensive activity shall be conducted or maintained upon any tract which may be or may become an annoyance or nuisance to the neighborhood.
- 5. No person, firm or corporation shall at any time use property within this subdivision for the purpose of mining rock, gravel, sand, or dirt.
- None of the above described property shall ever be subdivided into tracts of less than 2 acres each, except that Veterans Land Board purchasers may sever 1 ac or nore for home construction loan purposes.
- 7. All buildings must be a minimum of fifty feet (50') from the public roadway.
- One single family residence and incidental outbuildings shall be constructed or permitted on each tract. No Multifamily residences shall be permitted.
- Any residence placed upon any tract shall contain a minimum of 1500 square feet
  of living space exclusive of porches and garages and shall be of new construction.
- 10. Businesses of a limited nature are permitted, such as professional, real estate, legal, insurance, accounting, engineering, etc. and limited hobby-type businesses. Space required for business purposes must be contained within the residence or attached by breezeway and be of similar or compatible construction with the residence. No wrecking or salvage yards or any other business requiring large buildings or openair storage of materials or merchandise shall be permitted. Excessive or offensive noise, fumes, or odors, excessive traffic, and unsightly conditions are expressly prohibited in order to protect neighboring property values and enjoyment of rural living.
- 11. No mobil home shall ever be part of or placed temporarily or otherwise on the tract of land as a residence, service house, or outbuilding. Travel trailer will be permitted for a limited time during construction.
- 12. These restrictions and protective covenants are to run with the land and shall be binding on all parties claiming through us, our heirs or assigns, for a period of five (5) years from the date these covenants are recorded, and shall be automatically extended in five (5) year intervals unless changed by and approved by the owners of 2/3 of the property herein described.
- 13. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- 14. The owner or owners of any tract of land out of the 66 acres shall have the right to sue for and obtain injunctive relief to enforce any of the restrictions or covenants herein set forth, and the party or parties in violation of any of the restrictions and covenants shall pay any and all court costs, including expert witness testimony and attorneys fees paid or agreed to be paid by the parties bringing suit for such injunctive relief.
- 15. Each resident will be responsible for removing and disposing of trash and or garbage on a regular basis. No accumulation of garbage will be allowed.
- 16. Grantors hereby reserve to themselves, their heirs and assigns an exclusive easement for the purpose of constructing and maintaining or permitting the construction and maintenance over and under the tract of land herein conveyed of pipelines, conduits, telephone, telegraph and electric light poles, and such other equipment necessary to the supply of any public utility service. This reservation carries with it the sole right on the part of the Grantors, their heirs and assigns, to grant such easements to such utility companies as they desire.

17. Purchaser acquires no mineral or royalty interest by this conveyance.

Charles A. Brown

8-29-1984

Mary L. Brown

July Tentk Judy Senick, Notary

2-5-88 Exp. Date.

CONTY OF PARKER

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