

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining forever, subject however to the following restrictions on use of the property conveyed by this Deed describing the East Half of the Northwest Quarter (E/2 NW/4) of Section Thirty-three (33), Township Twenty-three (23) North, Range Seven (7) W.I.M., less the 13 acres previously reserved. (hereafter the "Tract"), and covenants and agreements regarding the use and occupancy of the Tract, which shall continue as covenants running with the land:

1. The Tract shall be utilized solely for a residential building plot for no more than one (1) Single family dwelling, or incidental to other uses permitted by these covenants.
2. The Tract may not be split in less than five acre tracts by conveyance, partition, or any other means.
3. The Tract must be kept free of excess weeds, trash, rubbish, or other unsightly materials, and if the same accumulates upon said Tract, the Grantor, his successors or assigns, retains the right of entry and an easement upon the Tract for the purpose of cleaning, mowing and removing such unsightly weeds, trash, or rubbish, and may assess the cost against the owner of the Tract, and such charges, if not promptly paid, may be secured by the filing of a lien in the nature of a mechanics' and materialness' lien for services performed upon the Tract.
4. The record owner of the Tract herein shall not allow semi truck's, to be parked on or about the premises overnight, and no owner of Tract shall allow any vehicles or Machinery to remain on or about the premises when the same are what is commonly Referred to as junk or salvage or not in working order.
5. After construction has been begun upon the Tract herein, it must be completed within a Twelve (12) month period from date of beginning, unless extension therefor is specifically given in writing by the Grantors.
6. Any and all sewage disposal systems upon the Tract must be installed and maintained in Accordance with any existing laws of the State of Oklahoma or any other municipality or Government which might apply thereto.
7. The main floor of any structure exclusive of open porches and carports and enclosed Garages for one (1) story structures shall be a minimum of 2200 square feet. All two (2) Story structures shall have a minimum main floor area of 1400 square feet, and a total of 2200 square feet, exclusive of open porches, carports and enclosed garages.
8. The front setback for structures of any kind shall be not less than 100 feet and the side set back shall be not less than 100 feet.
9. A. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Tract, Except dogs, cats or other household pets, horses or up to five (5) head of cattle, may be Kept providing that they are not used for breeding or maintained for any commercial purposes and Are kept within the confines of the owner's property. In no event may any members of the Swine family be kept or maintained on the Tract unless it is for FFA or 4H Project, and no more than 4 per tract.
B. If Tracts are sold in less than 10 acre tract, no more than (2) horses or cattle may be kept and providing that they are not used for breeding or maintained for any commercial purposes and Are kept within the confines of the owner's property. In no event may any members of the Swine family be kept or maintained on the Tract unless it is for FFA or 4H Project, and no more than 1 per tract.

10. No structure, including though not limited to a detached garage or other outbuildings shall be permitted in the easements reserved for utilities, or where utilities are actually Located.
11. These covenants are to run with the title to the Tract. These covenants may be Modified at any time by the written concurrence of the owners of the lands situated in the East Half of the Northwest Quarter (*E/2 NW/4*) of Section Thirty-three (33), Township Twenty-three (23) North, Range Seven (7) W.I.M., 100% agreeing to change said covenant.
12. The burning or incineration of garbage or other waste is prohibited on the Tract.
13. No motorized two-wheel, three-wheel, or four-wheel vehicles commonly known as Motorcycles, dirt bikes, mini-bikes, dune buggies, go-carts or other similar vehicles may be Ridden for recreational purposes on the utility easements, roadways or driveways. Use of these vehicles is restricted to normal required transportation purposes only, into or from the Tract.
14. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to Violate any of the covenants herein; it shall be lawful for any other person or persons Owning any real property situated in said East Half of the Northwest Quarter (*E/2 NW/4*) of Section Thirty-three (33), Township Twenty-three (23) North, Range Seven (7) W.I.M. to Prosecute any proceeding at law or in equity against the person or persons violating or Attempting to violate any such covenant either to prevent him or them from so doing or to Recover damages for such violation.

Invalidation of anyone 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, and said Grantors, for their heirs, executors, administrators, and assigns do hereby covenant, promise and agree to and with said Grantees, at the delivery of these presents that they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of whatever nature and kind, except for the covenants and restrictions contained herein, and that they will WARRANT AND FOREVER DEFEND the same unto the said Grantees, their heirs and assigns, against said Grantors, their heirs or assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same, except as to easements, oil and gas leases, and minerals in and under said property, and except as to the covenants and restrictions set forth herein.

Signed _____

Dated: _____