

PROTECTIVE COVENANTS (FINAL June 2014)
OF
NE Quarter of Section 16, Township 23 North, Range 7 West I.M., Garfield County

SAID TRACTS DESCRIBED ABOVE WILL BE REFERRED TO AS THE 160 ACRES
TRACTS IN THE REMAINDER OF THIS DOCUMENT

MINK HOLLOW, LLC, hopes to attract those buyers who are interested in building a residence and creating hobby farms, orchards, gardens, and tree plantations. The purpose of the following covenants is to allow the purchaser to create a home in a protected and peaceful environment and be confident that it will remain that way. MINK HOLLOW, LLC, does reserve the right to divide any remaining parcels into smaller units if deemed as desirable at any time in the future. If so, the following covenants will still apply unless amended as set forth in Item #26.

FOR THE PURPOSE of providing an orderly and desirable sale of the tract(s) as listed above in Garfield County, Oklahoma, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of itself and its successors in title to the divided tracts of said tracts; MINK HOLLOW, LLC, being the sole owner of all of the tracts in said tracts hereby impose the following restrictions and reservations, to which it shall be incumbent upon its successors to adhere. And any person or persons, corporation or corporations, partnership or partnerships, hereafter becoming the owner or owners, either directly or through any subsequent transfers, or in any manner whatsoever, of any tracts in said tracts shall take, hold, and convey same, subject to the following restrictions and reservations, to-wit:

1. All tracts within the said tracts shall be known and designated as residential building plots. No structures shall be erected, altered, placed, or permitted to remain on any tract other than single family dwellings, not to exceed two (2) stories in height, with a private garage which must be attached, for not more than four (4) automobiles or less than two (2), and other outbuildings incidental to residential use of the plot, but not for commercial use. No building shall be erected, placed, altered or permitted to remain on any building plot on said property until the building plans, specifications, and plot-plans showing the locations of such buildings have been approved, in writing, as to location of the buildings with respect to the topography and finished grade elevation, by MINK HOLLOW, LLC. In the event that MINK HOLLOW, LLC, does not respond within 30 days, approval will not be required and the covenant will be deemed as satisfied.
2. Outbuildings and garages must be approved by MINK HOLLOW, LLC including coverage for travel trailers, boats or campers.
3. All tracts within the said acres tracts must be kept free from trash, rubbish, excess weeds, salvage automobiles, machinery, or other unsightly materials. This restriction also applies to the purchaser of any tract being purchased on a time-payment contract for deed. MINK HOLLOW, LLC has the power to have the same cut, cleaned up, and removed, and charge the actual cost thereof to the owner of the tract.
4. No owner shall allow trucks, tractors over 60 H.P. trailer houses, trailers, except for horse trailer, boat, or fifth-wheel trailer for personal use, or other vehicles larger than what is commonly referred

to as pick-up truck size, to be parked on or about premises, unless garaged, except during construction period, unless approved by MINK HOLLOW, LLC. No commercial type vehicle will be parked in the area unless garaged or approved by MINK HOLLOW, LLC. With the exception of vehicles loading and unloading, no commercial type vehicle shall be parked in the area unless garaged or permitted by MINK HOLLOW, LLC. No owner of any Tract in the said tracts shall allow any vehicle or machinery to remain on or about his premises when the same is what is commonly referred to as junk, salvage, or major farm equipment.

5. After construction has begun upon any Tract herein, it must be completed within a twelve (12) month period from date of beginning, unless extension therefore is specifically given, in writing, by MINK HOLLOW, LLC.

6. Any and all sewage disposal systems upon any Tract herein must be installed and maintained in accordance with any existing laws of the State of Oklahoma and the State Health Department or any other municipality of government which might apply hereto.

7. From the rear of the house to the front property line, fencing or partition structures or generally any other structure to serve the purpose of fencing or separation of one tract from another in the said tracts shall be fencing material that will contribute to and compliment the appearance of the property and shall be approved by MINK HOLLOW, LLC.. However, suitable livestock fencing may be used on the rear of the property.

8. No commercial business, including home occupations, trade, or activity, shall be carried on upon residential tract unless approved by MINK HOLLOW, LLC.

9. No hogs, unless approved by MINK HOLLOW, LLC shall be raised, bred, or kept on any residential tract. If approved, no more than two (2) show hogs will be allowed to be kept on the residential tract. Household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Horses, cattle, lamas, calves, goats or sheep may be kept provided there is a maximum of only ten (10) total animals kept at any one time, per 10 acres. No other livestock shall be raised, bred, or kept on any residential tract. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be erected on any parcel at any time as a residence, either temporarily or permanently, unless approved by MINK HOLLOW, LLC.

11. No mobile homes will be allowed.

12. No existing structure shall be moved onto any tract and all construction shall be of new material, except that it may be permissible to utilize used brick for architectural effects, and used material on the interior, where it is used strictly for decorative purposes or to carry out other architectural effects. The exterior of the house shall be at least fifty percent (50%) brick, stone or other material approved by MINK HOLLOW, LLC. Roofing shall be approved by MINK HOLLOW, LLC.

13. The main floor of any structure, exclusive of open porches and garages and other outbuildings, shall not be less than 1,800 square feet. All story-and-one-half and two-story structures shall have a minimum of main floor area of 1,600 square feet and 200 square feet upstairs unless approved by MINK HOLLOW, LLC.

14. No dwelling shall be erected or placed on any Tract that does not meet the minimum construction requirements of the then current Federal Housing Administration regulations applying to Enid, Oklahoma.

15. No outbuilding on the property shall be permitted on the easements reserved for utilities or drainage, or where utilities are actually located.

16. All private roadways which adjoin or intersect the public roads within the said tracts must be constructed of at least gravel material or better from the point of intersection to termination. Roadways must be fully maintained and remain in good visible condition. Installation and maintenance of driveways, culverts and their drainage issues, along the section line roads of Lake Hellums and Garland, will be the responsibility of the individual tract owner.

17. The ingress and egress roads serving in common all of the lots and tracts in said NE/4 shall be privately owned. All owners therein shall have the general right of access on, over, and through such roads. The owners of the tracts shall have the responsibility of maintaining the private roads which shall serve all of the tracts in common, maintaining the areas adjacent to such roads in an attractive condition, maintaining drainage areas, mowing weeds and removing debris. The expense thereof shall be borne by the tract owners on a pro rata basis with each tract bearing a fraction of said expenses derived by using a fraction with the numerator of one (1) and the denominator equaling the total number of tracts in said NE/4 that have access onto such private roads (Autumn Orchard Road and Mink Hollow Lane). Tract owners who solely access their property by section line roads (Garland and Lake Hellums) are not included. MINK HOLLOW, LLC or its designee will have the responsibility of performing and paying for such maintenance and the right to timely collect each tract's share of expense thereof. All amounts assessed hereunder in payment of such maintenance shall be and will become a lien upon each respective owner's land tract until paid and may be enforceable by an act of law or equity. Tract owners will be solely responsible to repair any damage done to roads by machinery or equipment used on their building site.

18. No overhead electric conductors or service lines shall ever be erected or maintained upon any tract, and no owner or occupant of any tract shall demand or require the furnishing of electric service through or from overhead wire facilities so long as electric service is available from underground distribution system. The restrictive covenant may be enforced by the owner of any tract or by the electric supplier. Additionally, should any cost be required by the electric supplier in order to provide service to a particular tract it will be the obligation of that tract owner and not MINK HOLLOW, LLC to pay such cost.

19. There shall not be placed upon or permitted to remain upon any of the tracts any advertisements, displays, signs, or billboards of any nature, except that the owner of any such tract may erect thereon a temporary "For Sale" sign.

20. No person shall cause the incineration of household trash, garbage or other waste and the same shall not be permitted in the said tracts. Each resident shall provide a trash or garbage container, the same to be of wood or metal construction and to contain a removable can with lid.

21. If a contract is not made by the future owners or by MINK HOLLOW, LLC, or both, for the removal of trash and garbage from the said tracts, each owner is responsible for the orderly and timely removal of the same.

22. In the event that a fenced area is for a dog pen or enclosure, it shall only be permitted to be constructed in an area of the tract not unsightly to the surrounding tracts.

23. Motorized two-wheel, three-wheel, or four-wheel vehicles, commonly known as motorcycles, mini-bikes, dune buggies, go-carts or other similar vehicles, are restricted to be used on owned individual tracts and are not to be used on dedicated public easements or bridal paths. Absolutely no dirt bike tracks will be allowed. Tract owners should use discretion with such vehicles and not create a neighborhood nuisance.

24. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the tract upon which the improvements are to be erected and shall not be placed in the streets or on the easements.

25. From the rear of the house to the front property line, fencing or partition structures shall be fencing material that will contribute to and compliment the appearance of the property and will be approved by MINK HOLLOW, LLC.

26. These covenants are to run with the land unless an instrument signed by the then owners of more than fifty percent (50%) of the tracts which are within the tracts, agree to change said covenants in whole or in part and shall be binding on all parties and all persons claiming under them until January 1, 2024, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the tracts has been recorded agreeing to change said covenants in whole or in part.

27. 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.

28. No hunting or recreational use of firearms will be allowed.

29. 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 tracts to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him/her or them from doing so, or to recover damages or their dues for such violation.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this

_____ day of _____, 2014

By:

NOBLE K THOMAS, Member/Manager MINK HOLLOW, LLC