

**PROTECTIVE COVENANTS
OF
TRACTS IN THE N/2 SW/4 OF SECTION 32-23N-7W I.M. GARFIELD COUNTY AND
TRACTS IN THE NW/4 OF SECTION 32-23N-7W I.M. GARFIELD COUNTY
LESS AND EXCEPT**

**E/2 E/2 E/2 of the NW/4 SECTION 32-23N-7W I.M. and A 5.84 ACRE TRACT
PREVIOUSLY CONVEYED AND DESCRIBED AS: BEGINNING AT THE NORTHWEST
CORNER OF SAID QUARTER SECTION, THENCE SOUTH 89° 56' 11" EAST ALONG
THE NORTH LINE OF SAID QUARTER SECTION 299.27 FEET, THENCE SOUTH
PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION 850.61 FEET;
THENCE NORTH 89° 56' 11" WEST AND PARALLEL WITH THE NORTH LINE OF SAID
QUARTER SECTION 299.27 FEET TO A POINT ON THE WEST LINE OF SAID
QUARTER SECTION, THENCE NORTH ALONG THE WEST LINE OF SAID QUARTER
SECTION 850.61 FEET TO THE POINT OF BEGINNING.**

**SAID TRACTS DESCRIBED ABOVE WILL BE REFERRED TO AS THE 214 ACRES
TRACTS IN THE REMAINDER OF THIS DOCUMENT**

FOR THE PURPOSE of providing an orderly development of the entire 214 acres tracts 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 214 acres tracts; Chisholm Trail Properties, L.L.C., an Oklahoma Limited Liability Company, being the sole owner of all of the tracts in said 214 acres 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 214 acres tracts shall take, hold, and convey same, subject to the following restrictions and reservations, to-wit:

- 1) All tracts within the said 214 acres 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.
- 2) Outbuildings and garages must be approved by Chisholm Trail Properties, L.L.C. including coverage for travel trailers, boats or campers.
- 3) All tracts within the said 214 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.
- 4) No record owner of any tract herein shall allow trucks, tractors over 60 H.P., trailer houses, trailers, except a horse trailer, boat, or fifth wheel trailer for his/her personal use, or other vehicles larger than what is commonly referred to as a pickup truck size, to be parked on or about his/her premises, unless garaged, except during construction period time, unless approved by Chisholm Trail Properties, L.L.C.
- 5) No owner of any Tract in the said 214 acres 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.
- 6) 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 the Grantor's.
- 7) 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.
- 8) 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 214 acres tracts shall be fencing material that will contribute to and compliment the appearance of the property and shall be approved by Chisholm Trail Properties, L.L.C. However, suitable livestock fencing may be used on the rear of the property.
- 9) No commercial business, including home occupations, trade, or activity, shall be carried on upon residential tract unless approved by Chisholm Trail Properties, L.L.C.

- 10) No hogs, unless approved by Chisholm Trail Properties, L.L.C. shall be raised, bred, or kept on any residential tract. If approved, no more than (4) 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, 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.
- 11) 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.
- 12) No mobile homes will be allowed.
- 13) 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.
- 14) The main floor of any structure, exclusive of open porches and garages and other outbuildings, shall not be less than 2,000 square feet. All story-and-one-half and two-story structures shall have a minimum of main floor area of 1,400 square feet and 600 square feet upstairs unless approved by Chisholm Trail Properties, L.L.C.
- 15) No dwelling shall be erected or placed on any Tract in said 214 acres tracts that does not meet the minimum construction requirements of the then current Federal Housing Administration regulations applying to Enid, Oklahoma.
- 16) No outbuilding on the property shall be permitted on the easements reserved for utilities or drainage, or where utilities are actually located.
- 17) All private roadways which adjoin or intersect the public roads within the said 214 acres tracts must be constructed of at least gravel material or better from the point of intersection to termination. Roadways must be fully maintained and in good visible condition.
 - 17a) The owners of each tract accessing the easement and construction of a 15 foot rock road commencing 330' west of the Northeast corner of the Northwest quarter running south 2640 feet to a point 330 feet west of the Northeast corner of the Southwest quarter of the NE/4 of the SW/4 shall be responsible for their pro-rata share of the up keep, maintenance and reconstruction. This paragraph is specifically excluded from the requirements from paragraph 25 below. All owners having access to the road described above shall have independent right to enforce compliance of any non compliant land owner. This independent right shall include the ability to seek enforcement through the use of the courts of the state of Oklahoma.
- 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.
- 19) There shall not be placed upon or permitted to remain upon any of the tracts in said 214 acres 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 214 acres 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 Chisholm Trail Properties, L.L.C., or both, for the removal of trash and garbage from the said 214 acres 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, dirt bikes, mini-bikes, dune buggies, go-carts or other similar vehicles, are restricted to be used on individual tracts and dedicated roads, if any, and are not to be used on dedicated public utility easements or bridal paths which are not a part of an individual owned tract.
- 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) 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 214 acres 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, 2020, 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. This provision shall apply all tracts which are within the 214 acres except as to paragraph 17a herein which is subject to provisions stated in paragraph 17a.

- 26) 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.
- 27) 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 214 acres 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 _____, 2010

CHISHOLM TRAIL PROPERTIES, L.L.C.

BY: J. D. SARVER – MANAGER

By: _____
J. D. Sarver, Manager