

Protective Covenants, Deed Restrictions and Reservations

It will be to the advantage of all parties hereto and their successors entitled that the following express conditions, protective covenants, deed restrictions and reservations be established as to the property referenced herein, more particularly described in the Sales Agreement between seller and purchaser, to create uniformity of use and ownership in order to avoid conflict and to protect property values.

NOW THEREFORE, in consideration of the benefits to accrue to the owners of said property and their successors entitled and other good and valuable and sufficient consideration, seller does hereby establish the following express conditions, covenants, restrictions and reservations on the property.

Property: Lot # _____

This property shall be for single family residential use with customary outbuildings and/or agricultural use only. No commercial use is permitted.

Only one residence per lot shall be permitted. All lots to have stick build homes only with a minimum of 2250 square feet of heated and cooled living area. No mobile or modular homes shall be permitted. Barndominiums shall be permitted with developer's approval.

No noxious, offensive or hazardous activity shall be carried out upon any lot, nor shall anything be done thereon which may be, or become, an annoyance, nuisance or hazard to the neighborhood.

Pets such as dogs or cats may be kept, providing owners restrict their movements to the subject property, and that they are not kept, bred or maintained for commercial purposes. Livestock such as horses or cows will be permitted on lots of 5 acres or more, but no more than one large animal per 3 acres of land will be permitted. Poultry shall be permitted as long as no roosters and no raising of poultry is done for the purpose of resale. The poultry shall be a penned flock and no free ranging animals shall be permitted. NO swine shall be permitted

No structure shall be allowed to remain in an unfinished state. All structures built on subject property shall have a completion date of 18 months after construction has begun.

Lots must be maintained in an orderly and clean condition. No inoperable or unlicensed vehicles or parts of same shall be permitted to be stored on property. Likewise, no stacks or piles of goods, materials, etc shall be permitted.

Culverts, drives, wells, sewage and/or septic treatment systems are to be county approved and are the responsibility of the purchaser.

Purchaser of any lot containing a creek, drainage channel, dam, lake or pond agrees to accept same in "as is" condition upon the transfer of title and shall be responsible for the maintenance thereof.

No timber shall be cut on tracts in which developer holds the mortgage one without developers approval.

The seller must approve, in writing, any use not conforming to these Protective Covenants and Deed Restrictions.

Failure to enforce any provision hereof shall not be a waiver or act as an estoppel of future enforcement.

These covenants shall run with the land and be binding upon all who take title.

The seller, at its sole discretion, may amend, change or waive any restriction as it deems necessary.

ACCEPTED AND AGREED:

Purchaser(s):

Print Name _____ Date _____

Print Name _____ Date _____

Seller: _____