

DECLARATION OF COVENANTS, RESTRICTIONS & EASEMENTS

SCENIC VIEW SUBDIVISION

Countrytyme Land Specialists Ltd, herein after referred to as "Declarant", hereby declares that the Scenic View Subdivision shall be held, sold, conveyed and occupied subject to the following covenants and restrictions, which are for the purpose of protecting the values and desirability of, and which shall run with, the land and each part thereof, and be binding on all parties having any right, title or interest in the land and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by the Declarant, each Lot owner, and the respective heirs, successors and assigns of the Declarant and each Lot owner.

USE:

- 1) No garage, unfinished dwelling, travel-trailer or tent shall at any time be used as a primary residence.
- 2) Camping is permitted on the Lots, however, shall be limited to no more than 6 consecutive months during a 12 month period. (Longer terms shall be considered residences)
- 3) Singlewide manufactured dwellings shall not be placed on any Lot for any reason.
- 4) Manufactured dwellings placed on the property must be new at the time of placement
- 5) No structures shall be built within 10 (ten) feet of any survey boundary line.

BUSINESS/TRADE:

- 1) No noxious or offensive trade shall be carried on upon any Lot.
- 2) Lot owners shall be permitted to build multiple cabins on their Lot for the purpose of operating a transient recreational cabin rental business.

CONDITION/MAINTENANCE:

- 1) No nuisance or obnoxious condition shall be maintained on the property, including but not limited to junk, scrap, paper, or debris of any kind or other unsightly conditions, No tract shall be used or maintained as a dumping ground for rubbish or trash. Garbage, trash, or other waste shall be kept in sanitary containers and all incinerators or other devices for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- 2) Automotive and farm equipment in inoperative condition shall not exposed to public view. No worn out, discarded automobiles, machinery or vehicles, or part thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material.

ANIMALS:

- 1) Swine shall be permitted, but shall be limited to twelve (12) swine on any lot. Fowl are permitted, but shall be maintained in a way that is not disruptive to the neighborhood, and in no case shall exceed twenty four (24) fowl on any lot. Domestic farm animals (including but not limited to horses, cattle, sheep, goats and llamas) are permitted.
- 2) Dogs, cats and other household pets shall not be raised, bred or maintained for commercial purposes.

EASEMENTS:

Lots at Scenic View Subdivision are subject to 50' Wide Easement for ingress and egress, utility placement and for all ordinary driveway purposes. See Declaration of Common Access Drive Easement together with Covenants and Restrictions for its Use and Maintenance

Lot owners at Scenic View Subdivision agree to grant utility easements to serve any Lot at Scenic View Subdivision

AMENDMENTS:

Until the date of the transfer of the last remaining interest in the property, the Declarant may, with the consent of a majority of the owners, annual, waive, change, enlarge, and modify the provisions hereof within respect to the real property hereby conveyed or any part thereof. No change of the provision hereof shall be made, however, which will deprive the Owner or Owners of any Lot or any part thereof or further limit the use or enjoyment thereof without the consent of such owner or Owners. After the last remaining interest in the property has been transferred from the Declarant, then modifications to the provisions hereof may only be made with unanimous consent of Lot owners.

ENFORCEMENT:

Declarant shall not be obligated to enforce these covenants. Enforcements of these covenants is the responsibility of the Lot owners of Scenic View Subdivision. Any Lot owner shall have the right to enforce by any proceeding at law or in equity, any and all of these protective covenants and restrictions now or hereafter amended. Failure of Declarant or a Lot owner to enforce any provision contained herein shall in no event be deemed a waiver of the right to do so at a later time. Invalidation of any one of the provisions hereof by judgment or court order shall in no way affect any other provision of the agreement which shall remain in full force and effect. Declarant shall not be obligated to join or assist in any suit brought by any Lot owner or owners against another Lot owners to enforce these restrictions.

ACCEPTANCE:

The grantee of any Lot or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such tract, shall accept such deed or contract upon and subject to all provisions contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.