

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 – a part of SE/4 28-23N-7W in Subdivision called Lot 1-10 See Surveyed Tracts that apply. (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. These tracts can not be subdivided. This is Single Family Tracts.
3. All tracts within the said acres tracts must be kept free from trash, rubbish, excess weeds, salvage automobiles, machinery, or other unsightly materials.
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. No Manufactured or Modular Homes, or living out of RV, Camp Trailers, House Trailer, Mobile Homes or Recreational Vehicles.
8. 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.
9. 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.
10. All story-and-one half and two-story structures shall have a minimum of 1,600 square feet.
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 above legal. 100% agreeing to change said covenant.
12. 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 property 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.

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

_____ day of _____, 2022

By:

INDIVIDUAL ACKNOWLEDGEMENT (SHORT FORM)

State of OKLAHOMA, GARFIELD County SS:

The foregoing instrument was acknowledged before me this _____, 22

By _____

My commission expires: _____

Notary Public