

"Talala 156"

Subject Property

See Exhibit A- Legal Description

EASEMENTS & UTILITIES

Each Parcel shall receive and drain in an unobstructed manner the storm and surface waters from along public streets and easements. No Parcel owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters along dedicated easements.

In connection with the installation Of electric, water, telephone service or other public utilities, all of the Parcels are subject to the following provisions;

The utility company, through its proper agents and employees shall at all times have right of access to all such easement ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the utility so installed by them.

The owner of each Parcel shall be responsible for the protection of the said utility located on his property and shall prevent the alteration of grade or any construction activity, which may interfere with the utility. The companies will be responsible for ordinary maintenance of the utility, but the owner shall be financially responsible for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

Water shall be supplied to each Parcel either by purchasing it from Rural Water District No. 4, Rogers County, Oklahoma or by private well (at Parcel owner's expense). Sewage is intended to be disposed of by individual septic tank disposal systems and shall be subject to the regulations of the OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY. Each Parcel owner shall be responsible for maintenance of the septic system serving the Parcel. No lagoon sewage disposal systems will be allowed.

CONDITIONS AND RESTRICTIONS

1. No structures may be maintained on any Parcel other than a single family residence(s), outbuildings and appurtenant structures consistent with residential use such as garages and any structures related to agricultural applications. Residences constructed must have at least Fourteen hundred and fifty (1,450) square feet of living space not including basements, attics, porches, terraces and attached or free standing garages. Any residence which is more than I (one) story in height must have a minimum ground area (footprint) of at least nine hundred (900) square feet. All buildings and structures erected on all Parcels shall be finished with standard building materials generally used for an outside finish. Building exteriors and roofs shall be maintained and kept in good repair, painted or otherwise maintained as the particular outside finish requires.
2. Parcels may only be used for residential or agricultural purposes. Notwithstanding the foregoing restrictions, commercial and professional activities may be conducted from any residence permitted on a Parcel as long as it is conducted entirely within such residence without material alteration of such residence.
3. Except as may be required by the construction of permitted improvements on any Parcel, no unsightly debris, trash or junk shall be allowed to remain on any Parcel for a period of longer than seven (7) days. No appliances, campers, trailers, trucks (larger than one (1) ton), machinery, equipment or torn down or inoperable. Campers or trailers will be allowed during the construction process. Maximum time frame of 9 months will be allowed.

motor vehicles shall be kept on any Parcel unless the same is stored in a garage or outbuilding out of view. One motor home or boat may be stored per Parcel, provided it is stored behind (the front of each residence is determined to be the side facing the street) the principal dwelling and is not visible from the street or stored closer than twenty five (25) feet from the Parcel line.

4. All Parcels shall be kept in a neat condition and all bare areas shall be seeded, graveled or paved as may be practical.
5. No tent, structure of a temporary character, mobile home housing or manufactured homes shall be allowed on a Parcel at any time. All structures must be constructed on the Parcel. All out building not related to agricultural use must be constructed of the same style of construction, type of material and color scheme as the residence and must be constructed between the back of the residence and the rear of the Parcel. Construction of permitted improvements must be completed within nine (9) months of their commencement. Trailers may be lived in during the construction phase, but must adhere to the build time frame
6. Notwithstanding any other provision contained herein, no Parcel owner may use his Parcel in a way that affects Parcels adjoining him by reducing the value of such Parcels as a result of that Parcels owner's use of his property.
7. Television antennas and dishes are permitted provided dishes are not larger than twenty four (24) inches in diameter and towers not exceeding thirty (30) feet in height are constructed between the rear wall of the residence and the back of the Parcel.
8. No activity that shall constitute a nuisance shall be permitted on any Parcel. It shall be the responsibility of any Parcel owner to fence in permitted pets. Any Parcel owner who keeps or allows others to keep pets on his (her) Parcel shall insure that other Parcels are not adversely affected or damaged by any animal wastes, noise, odor or destruction or alteration of the natural ground cover.
9. No building, outbuilding, structure, or part thereof shall be constructed or maintained on Parcels nearer to the property lines than the set back lines provided herein or shown on the accompanying survey, or as provided by the applicable Rogers County Zoning Code. .
10. Horses or cattle may be kept on Parcels provided that each animal must have a usage area of one (1) acre minimum. No animal confinement shall be such to create offensive odors or constitute an annoyance or nuisance to the neighborhood.
11. No Parcel shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. All waste must be kept in sanitary containers and all incinerators or other equipment for storage of or disposal of such material and all Parcels shall be kept in a clean, neat, and orderly manner.
12. No fencing allowed within fifty (50) feet of the lake located on subject property.
13. No commercial cannabis facilities.
14. Enforcement to restrain or to recover damages for violations of the covenants may be brought by the Owner or an owner of any Parcel or having any interest herein, whether acting jointly or severally. The Owner shall not be obligated to enforce any covenants or restrictions through legal proceeding or otherwise.
15. If any person shall violate or attempt to violate any of the covenants, conditions or restrictions herein, any person owning any real property in "Talala 156" shall have standing to prosecute and proceedings at law or in equity against the person violating the same to prevent the violation or to recover damages for such violation. In any action brought by the Owner to enforce any provision hereof, the Owner, if the prevailing party, shall be entitled to an award of attorney's fees.
16. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or condition at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.
17. Invalidation of any one of these covenants, restriction conditions shall not affect any of the other provisions, which shall remain in full force and effect.

18. These covenants, conditions and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them.

AGREED AND ACCEPTED:

Buyer

Date:

State of Oklahoma)
)
County of _____)

Before me, the undersigned, Notary Public is and for said County and State, on this _____ day of _____, 20____, personally appeared to me, _____, known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged to me that this document was executed the same for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

NOTARY PUBLIC

My Commission Expires:

(Seal)