

For the purpose of providing for the orderly development of and for restrictive covenants for such tracts and adjoining property owned by the owners of the property, for **the** benefit of ourselves and our successors in interest, we hereby impose the following restrictions, covenants and reservations as to such property:

- 1. Manufactured or modular homes are allowed so long as they are new from the factory being initially set up on the tract of land. The home must be on concrete runners with brick skirt installed within 6 months of delivery. The home shall be no less than 1250 sq ft, a double wide at minimum with an exterior finish to be vinyl siding or cement board. Axles must be removed, and home shall be homesteaded with the land. Barndominiums or traditional brick and mortar homes are allowed so long as they are 1250 sq ft or greater. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as residence either temporarily or permanently. Please refer to the city of Minco for any other restrictions, building codes and set back requirements.
- 2. A refuse dump or collection facility for debris or junk shall not be permitted. No trash, ashes or other refuse may be thrown or dumped on the property.
- 3. Disabled or inoperative vehicles shall not be permitted.
- 4. No industrial activities shall be permitted on the property
- 5. The erection, construction or maintenance of billboards, advertising boards or other similar structures, is hereby prohibited on any tract above described, except this shall not affect signs advertising the tract for sale.
- 6. With the exception of residential propane tanks, no tank for the storage of oil or other fluids may be maintained about or under the ground on any tract.
- 7. No noxious or offensive trade or activity shall ever be conducted on any of the tracts, nor shall anything ever be done thereon, which may be or become an annoyance or nuisance to **the** surrounding properties.
- 8. No trade or activity shall be permitted on the subject tracts which emit a strong, unusual, offensive or obnoxious odor. This includes, but is not limited to, establishments cultivating, selling or dispensing marijuana, medical marijuana, or paraphernalia. This includes cultivators and retailers licensed to cultivate or sell hemp derived cannabinoid or CBD.
- 9. All livestock, including cattle, bison, hogs, sheep, goats, equine, chicken, or other poultry, shall be fenced and maintained in a manner as to be inoffensive to adjacent property **owners**.
- 10. All private driveways providing access to a residential dwelling shall be constructed with gravel or equal or better quality material.
- 11. The covenants herein above stated are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 20 years from the date this instrument is

filed of record in the County Clerk of Grady County, Oklahoma, and at the expiration of the time period said covenants shall automatically be extended by successive periods of 10 years.

- 12. Invalidation of any one of these covenants by judgment or court order shall in no way affect the other provisions which shall remain in full force and effect.
- 13. Should any person, owner or tenant violate any of the restrictive covenants herein contained and continue such violation after notice in writing be given, then in such event any **owner** of property **within the** above described tract may proceed to enforce the use restrictions by legal action to enjoin, abate or correct such violation. The party violating the covenants shall pay all attorney's fees, court costs and other necessary expenses incurred in the enforcement of the restrictions and all such attorney's fees, court costs and expenses allowed by the court shall become a lien upon **the** real property wherein **the** violation occurred and shall be subject to foreclosure in the same manner as **liens** upon **the** real estate according to **the** laws of the State of Oklahoma.