

Restrictive Covenant Declaration
Covering the Property Described in the Warranty Deed
To Which this Declaration is Attached as an Exhibit

The following covenants are declared to run with the land for the purpose of promoting a uniform plan of development:

- (1) The Property must be used for single family residential purposes only, but may include multiple single family residences. Commercial, business and industrial uses are strictly prohibited.
- (2) Nothing in this Covenant shall prevent the rental of the Property and improvements on a weekly or weekend basis.
- (3) Nothing in this Covenant shall prevent the commercial extraction of artifacts, provided all pits, excluding active pits, are filled in within one hundred eighty (180) days of entry.
- (4) Mobile homes, modular homes, or manufactured housing, single nor double-wide, are prohibited permanently or temporarily.
- (5) All buildings and improvements must be set back sixty (60') feet from the North and South boundary lines.
- (6) Perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within forty (40') feet from all boundary lines of the Property. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation and maintenance of utilities. The easement area and all improvements within it shall be maintained by the owner of the Property, except for those facilities for which an authority or utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from the right of way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility facilities. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portions of said Property not within said easement so long as such items do not prevent the construction of buildings on the Property.
- (7) No portion of the Property may be used or maintained as a dump ground for trash, garbage, or other waste.
- (8) Discharge of firearms is strictly prohibited.
- (9) No portion of the Property shall be used as an animal shelter.
- (10) Keeping or grazing animals for recreational use shall be allowed; however, swine, goats and fowl shall not be raised, bred or kept, with the exception of two animals per child per year may be raised and kept as a 4-H or Future Farmers Association project.
- (11) William Ray Kellner, Lanell Kay Kellner, their successors and assigns, shall have the authority to grant waivers of the Restrictions contained in this Covenant to accomplish its purpose and intent.

A waiver by William Ray Kellner or Lanell Kay Kellner or failure to enforce any of the

Restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. In the event any Restriction or any portion thereof is invalid or void, all the other Restrictions shall remain in full force and effect.

- (12) This Covenant, its provisions, and restrictions are to run with the land and shall be binding on and enforceable by all parties and all persons having an interest in the Property, their successors and assigns, for twenty (20) years from the date of the instrument to which this Covenant is attached, at which time it will be automatically renewed for an additional twenty (20) year period, unless cancelled or modified.


William Ray Kellner


Lancel Kay Kellner

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