

BLACK RUN RANCH
PROTECTIVE COVENANTS

July 23, 2003

Exhibit "C"

1. No garage or unfinished single family dwelling, camper, barn, tent, basement, boat or other outbuilding shall be used or occupied as a residence.
2. No single-wide house trailer or mobile home shall be placed or kept on said premises as a temporary or permanent residence except for Lot #17.
3. Double-wide homes are permissible, but must be placed on a permanent foundation and meet the following requirements as it is written per paragraph 7 of these Protective Covenants.
4. No business or commercial activity shall be conducted on said premises, except activities normally related to small agricultural tracts.
5. No nuisance or obnoxious condition shall be maintained on the property, including but not limited to, tall weeds, underbrush, tall grasses, junk, scrap, paper or debris of any kind or other unsightly condition. Property shall be kept reasonably trim and neat at all times. No lot 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. Automotive and farm equipment in inoperative condition shall be properly licensed and not exposed to public view.
6. All structures which are in a dilapidated or unsightly condition shall be torn down and the debris removed from the property.
7. All dwellings shall be single family dwellings, no more than one (1) residence for every five (5) acres in any lot (5ac = 1 home, 10ac = 2 homes) and any dwelling constructed or placed on the premises shall meet the following conditions: Containing more than 1,250 square feet of floor area in the finished living area (exclusive of porches, breezeways and garages).
8. The construction of the dwelling house shall be completed within one year from the date of beginning construction.
9. Driveways shall be well maintained with gravel or other suitable surface, and dust shall be controlled.
10. Domestic and farm animals are permissible, except swine or hogs, the pasture shall not be overgrazed, but shall be healthy and thick. Weeds shall be controlled.
11. Subject to oil lease, crop lease, utility easements, road right-of-way easements, or drainage easements, if any. The buyer, his heirs and assigns, agrees to grant a drainage easement (at no monetary value or any other consideration) for the purpose of providing an outlet for storm water and/or septic system drainage to any owner(s) of any lot of this development. Buyer shall comply with all requests from the County Health Department and County Engineer to ensure the health and welfare of each owner of any lot of this development. The buyer agrees to grant utility easements to serve any lot of this development.
12. Exceptions to the aforementioned restrictions may be approved by the Seller, his heirs and assigns, so long as the appearance of the area is not adversely affected.
13. All tracts shall not build their home-site within 25 (twenty-five) feet of any survey boundary line.
14. No lot shall be subdivided for additional residential or other purposes, except that the Developers may subdivide a lot into more than two parcels upon the initial sale by Developers.
15. Grantees shall have 30 days to comply with any of these restrictions that are currently being violated.
16. These restrictions shall be deemed to run with the land and shall continue in full force and effect for a period of thirty-five years from the date hereof, and shall be automatically renewed for successive thirty-five year periods unless released or revised by the Grantor or his successors in interest.
17. Any lot owner within BLACK RUN RANCH shall have the right to enforce by an proceedings at law or in equity, and all of these protective covenants and restrictions now or hereafter amended. Invalidation of any of the provisions hereof by judgment or Court order shall in no way affect any other provision which shall remain in full force and effect. Countrytyme ALC Ltd., shall not be obligated to join or assist in any suit brought by lot owner or owners to enforce these restrictions.