

RICHLAND CREEK LAND USE AGREEMENT

The following Land Use Agreement shall apply to all lots located in "Richland Creek Subdivision".

1. All lots and lands in this subdivision shall be used for solely for residential or recreational purposes and shall not be used for commercial purposes that requires signage, deliveries by semitrailer trucks or any kind of retail activity. Recreational vehicles, cabins, tents may be used as temporary dwellings for periods not to exceed 6 months
2. No permanent residence or other structure shall be occupied until a sanitary septic system has been installed and the exterior of the residence is completely finished, and all backfilling, rough grading, driveway and walkway is completed. Occupancy in temporary dwellings must comply with all state and county health laws and regulations.
3. Every permanent residence shall have a garage or stoned or paved area for the off street parking of at least two vehicles.
4. In the event that bottled gas tank or an oil tank is used above ground it must be placed behind the rear wall of the house or otherwise out of sight from the street.
5. No livestock of any kind may be kept or bred for commercial purposes. No pigs may be kept at any time, excepting only pot bellied pigs kept as household pets. Animals shall be appropriately restrained by pen or fence but shall not be staked out or chained.
6. Unlicensed or inoperable vehicles may not be kept outside on any lot.
7. Owners must maintain ditches and banks along property lines adjacent to the private roads and maintain the culvert pipe under the owners drive clear of mud and debris so as to not impede the flow of water. The size of such culvert pipes shall be 12" pipe. Each owner covenants to be financially responsible for any damages to the roadways incurred by them or their contractors or by material deliveries to them.

8. No dusk to dawn lighting shall be permitted.
9. No tract in said subdivision shall be subdivided or any part thereof sold, transferred or conveyed, provided however that a portion of any such tract may be sold, transferred and conveyed to an adjoining land owner if thereby no new tract shall be created.
10. The maintenance of the Richland Creek Road shall be shared equally by all tract owners. Each owner's share is determined by a fraction which has the number of tracts in Richland Creek as the denominator and the number of tracts owned by that owner in the numerator. After ten tracts have been sold in Richland Creek the owners of the lots shall form an owners' association. Thereafter all purchasers of any lot in any phase of Richland Creek shall become a member of the association. The owners' association will provide for the care, maintenance and cost of the road and any common property or services for the benefit of all tract owners in Richland Creek and may assess all tracts for an equal share of the expenses.
11. Before any construction or expansion of any construction on any tract, the owner of the tract must submit written plans to the developer or his assignee for approval in writing. Trailers of any kind including "double wides" are not allowed. Manufactured housing constructed according to B. O. C. A. code is permitted.

If any person or persons shall at any time violate or attempt to violate any of the restrictions or covenants herein set out, any land owner of any real estate situated in this plat shall have the right to enforce the same by the institution and prosecution of any appropriate action, both to prevent the violation thereof and to recover damages therefore.

Invalidation of any of these covenants by judgment or court order shall in no way affect any the other provisions which shall remain in full force and effect.