

STATE OF ARIZONA, } ss.
County of PIMA

I hereby certify that the within instrument was filed and recorded
In DOCKET 7000 page 142-144 and indexed in deeds.

Fee No.
32494

at the request of FIRST AMERICAN TITLE INS. CO.

when recorded, mail to
Mr. Melvin Cohen
2343 Des Plaines Ave.
Des Plaines, Ill. 60018

Witness my hand and official seal
RICHARD J. KENNEDY
By
County Recorder

MAR -1 '83-8 AM

Compared
Photostated
Fee

7.00 m

Order No. 231-05-059631

WARRANTY DEED

Tax Code: 305-39-005A-2

For the consideration of Ten and NO/100 Dollars, and other valuable considerations, I or we,

JAMES L. LIPSEY, a married man, as his sole and separate property

the GRANTORS

do hereby convey to

MELVIN COHEN, a married man, as his sole and separate property

the following described real property situate in

PIMA

the GRANTEES
County, Arizona

See Attached Legal Description

SUBJECT TO: Existing taxes, assessments, liens, encumbrances, covenants, conditions,
restrictions, rights of way and easements of record.

And the Grantor, ... does warrant the title against all persons whomsoever, subject to the matters above
set forth.

Dated this 17th day of March, 1983

JAMES L. LIPSEY

STATE OF ARIZONA, } ss.
County of Pima

My commission expires: Aug. 5, 1984

STATE OF ARIZONA } ss.
County of

This instrument was acknowledged before me this

30th day of March, 1983 by

JAMES L. LIPSEY

Notary Public

This instrument was acknowledged before me this

day of by

Notary Public

My commission expires:

7000 PAGE 142

FATCOA 6051 (Rev. 9/79)

-LEGAL DESCRIPTION-

Parcel No. 1 :

The Northeast Quarter of the Southeast Quarter and the North Half of the Southwest Quarter of the Southeast Quarter of Section 26, Township 17 South, Range 16 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

Excepting therefrom, all coal, oil, gas and other mineral deposits as reserved in the Patent from the United States of America.

Reserving unto the Grantor a non-exclusive easement for ingress and egress and public and private utilities over the East 40 feet and the North 20 feet and the West 40 feet and the South 20 feet of the Northeast Quarter of the Southeast Quarter and the East 20 feet and the North 40 feet and the West 40 feet and the South 20 feet of the North Half of the Southwest Quarter of the Southeast Quarter of said Section 26.

Parcel No. 2 :

TOGETHER WITH a non-exclusive easement for ingress and egress and public and private utilities over the East 40 feet and the North 20 feet of the Southeast Quarter of the Southeast Quarter and the West 20 feet of the North Half of the Southeast Quarter of the Southeast Quarter and the North 20 feet and the West 40 feet of the South Half of the Southwest Quarter and the Southeast Quarter and the South 40 feet of the Southeast Quarter of Section 26, Township 17 South, Range 16 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

Excepting therefrom, all coal, oil, gas and other mineral deposits as reserved in the Patent from the United States of America.

TOGETHER WITH easements for ingress and egress over the following:

The North 20 feet of Lot 2;

The East 20 feet of Lots 2 and 4;

The South 20 feet of Lots 3 and 4;

The West 20 feet of Lot 3; and

The North 20 feet, South 20 feet, East 20 feet and West 20 feet of the Southeast Quarter, all in Section 27, Township 17 South, Range 16 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

Excepting therefrom, all coal, oil, gas and other mineral deposits as reserved in the Patent from the United States of America.

Plm Jll Art 17, 9

7000 PAGE 143

EXHIBIT B
PROTECTIVE COVENANTS

The property hereby conveyed shall be subject to the following protective covenants which shall run with the land for the benefit of land owners in the Northeast Quarter of Section 26, Township 17 South, Range 16 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona:

- A. The native vegetation on said property shall not be destroyed or removed from said property, except to the extent as may be necessary for orchards and gardens, and the construction and maintenance of roads, driveways, dwellings, garages and other out-buildings related to said dwellings, and horse facilities.
- B. Exterior walls of dwellings and out-buildings shall be of masonry, wood, concrete slump block stucco, or treated metal siding as used in commercially manufactured mobil homes (but not corrugated or galvanized metal siding).
- C. No portion of the described property shall be used in whole or in part for the storage of any property or thing that will cause such property to appear unclean or untidy, or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon the property that will emit foul or obnoxious odors, or that will cause any noise that will or might unreasonably disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property, normal farming and ranching activities excepted. This also and specifically EXCLUDES: A. Dog Kennels; B. The "Storage" of inoperative vehicles or currently unlicensed vehicles.
- D. Purchasers agree to skirt all sides of mobile home within 45 days after said mobile home is placed on subject property.
- E. These provisions, conditions, restrictions and covenants shall be covenants running with the land, and the breach of any thereof or the continuance of any such breach may be enjoined or remedied by appropriate proceedings by any owner of land within the property described in the paragraph preceeding paragraph, above.
- F. All of the aforesaid covenants, conditions and restrictions shall continue and remain in full force and effect at all times as against the owner of any portion of land within property described in that paragraph preceeding Paragraph A above, however his title thereto to be acquired, until the commencement of the calendar year 2010.

DATE

3/23/83

Malvin Cohen

Purchaser

Purchaser

James L. Lippert
Seller

Seller

7000 PAGE 144

STATE OF ARIZONA

County of PIMA

I hereby certify that the within instrument was filed and recorded
in DOCKET 7032 page 131 and indexed in deeds,
133

51985

Fee No.

at the request of FIRST AMERICAN TITLE INS. CO.

When recorded, mail to

Mr. and Mrs. Conrad Bayley
8205 N. 57th Dr.
Glendale, AZ 85301

Witness my hand and official seal.

RICHARD J. KENNEDY

By



Compared
Photostated
Fee

MAY 16 '83-8AM

7⁰⁰ m

Order No. 231-05-059964

JOINT TENANCY DEED 305-39-005A-2

For the consideration of Ten and NO 100 Dollars, and other valuable considerations, I or we,

JOHN F. DORGAN^{Jr.} and HELEN R. DORGAN, husband and wife

the GRANTORS

do hereby convey to

CONRAD S. BAYLEY and VIRGINIA A. BAYLEY, husband and wife

the GRANTEEES

not as tenants in common and not as a community property estate, but as joint tenants with right of survivorship,

the following described real property situate in

PIMA

County, Arizona.

See Attached Legal Description.

SUBJECT TO: Existing taxes, assessments, liens, encumbrances, covenants, conditions,
restrictions, rights of way and easements of record.

And the Grantor^s do warrant the title against all persons whomsoever, subject to the matters above
set forth.

The grantees by signing the acceptance below evidence their intention to acquire said premises as joint
tenants with the right of survivorship, and not as community property or as tenants in common.

Dated this 11th day of May, 1983.

Accepted and approved:

Conrad S. Bayley, by Christopher Howard
Bayley, his attorney in fact.

CONRAD S. BAYLEY, by Christopher Howard

Bayley, his attorney in fact.

Virginia A. Bayley, by Christopher Howard

Bayley, her attorney in fact.

VIRGINIA A. BAYLEY, by Christopher

Howard Bayley, her attorney in fact.

STATE OF ARIZONA

John F. Dorgan Jr.

JOHN F. DORGAN, Jr.

Helen R. Dorgan by John F. Dorgan Jr.

HELEN R. DORGAN, by John F. Dorgan, her

attorney in fact. her attorney in fact.

This instrument was acknowledged before me this

11th day of May, 1983, by

CONRAD S. BAYLEY and VIRGINIA A. BAYLEY, by

Christopher Howard Bayley, their attorney

in fact.

Notary Public

County of PIMA

OFFICIAL SEAL

KAREN R. CUTIS

NOTARY PUBLIC - STATE OF ARIZONA

PIMA COUNTY

My Comm. Expires July 23, 1986

My commission expires:

STATE OF ARIZONA

County of PIMA

This instrument was acknowledged before me this

12th day of May, 1983, by

JOHN F. DORGAN^{Jr.} and HELEN R. DORGAN, by John F.

Dorgan, her attorney in fact.

Notary Public

My commission expires: Aug. 3, 1984

7032 PAGE 131

FATCOA 6052 (Rev. 9/79)

-LEGAL DESCRIPTION-

Parcel No. 1 :

The North Half of the Northeast Quarter of the Southeast Quarter of Section 26, Township 17 South, Range 16 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

Reserving unto the Grantor an non-exclusive easement for ingress, egress, and public and private utilities over the West 40 feet and the East 40 feet and the North 20 feet and the South 20 feet of the within described property:

Parcel No. 2 :

TOGETHER WITH easements for ingress and egress over the following:

The North 20 feet of Lot 2;

The East 20 feet of Lots 2 and 4;

The South 20 feet of Lots 3 and 4;

The West 20 feet of Lot 3; and

The North 20 feet, South 20 feet, East 20 feet and West 20 feet of the Southeast Quarter, all in Section 27, Township 17 South, Range 16 east, Gila and Salt River Base and Meridian, Pima County, Arizona; and

The North 20 feet, South 20 feet, East 20 feet, West 20 feet of the Southeast Quarter;

The North 20 feet, South 20 feet, East 20 feet, West 20 feet of the Southwest Quarter;

The North 20 feet, South 20 feet, East 20 feet, West 20 feet of The Northeast Quarter, all in Section 26, Township 17 South, Range 16 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

EXCEPT any portion thereof within Parcel 1.

EXCEPTING THEREFROM all coal, oil, gas and other mineral deposits as reserved in the Patent from the United States of America.

pt. of JV Act 17

EXHIBIT B
PROTECTIVE COVENANTS

The property hereby conveyed shall be subject to the following protective covenants which shall run with the land for the benefit of land owners in the East ½ of Section 26, T17S, R16E, G&SRB&M, Pima County, Arizona:

- A. The native vegetation on said property shall not be destroyed or removed from said property, except to the extent as may be necessary for orchards and gardens, and the construction and maintenance of roads, driveways, dwellings, garages and other out-buildings related to said dwellings, and horse facilities.
- B. Exterior walls of dwellings and out-buildings shall be of masonry, wood, concrete slump block stucco, or treated metal siding as used in commercially manufactured mobile homes (but not corrugated or galvanized metal siding).
- C. No portion of the described property shall be used in whole or in part for the storage of any property or thing that will cause such property to appear unclean or untidy, or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon the property that will emit foul or obnoxious odors, or that will cause any noise that will or might unreasonably disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property, normal farming and ranching activities excepted. This also and specifically EXCLUDES: A. Dog Kennels B. The storage of inoperative vehicles or currently unlicensed vehicles.
- D. Purchasers agree to skirt all sides of mobile home within 45 days after said mobile home is placed on subject property.
- E. These provisions, conditions, restrictions and covenants shall be covenants running with the land, and the breach of any thereof or the continuance of any such breach may be enjoined or remedied by appropriate proceedings by any owner of land within the property described in the paragraph preceding paragraph, above.
- F. All of the aforesaid covenants, conditions and restrictions shall continue and remain in full force and effect at all times as against the owner of any portion of land within property described in that paragraph preceding Paragraph A above, however his title thereto to be acquired, until the commencement of the calendar year 2013.

DATE

4 Feb 83

17 Feb 83

PURCHASER

SELLER

STATE OF ARIZONA
COUNTY OF PIMA

I hereby certify that the within instrument was filed and recorded
in DOCKET 7604 page 314-316 and indexed in deeds

Fee No.
100680

at the request of USLIFE TITLE COMPANY

When recorded, mail to:

Richard and Gloria Gollner
Quarters 116A F. E. Warren AFB
Cheyenne WY 82001

Witness my hand and official seal.

RICHARD J. KENNEDY County Recorder

AUG 22 '85 - 8 00 AM

By

Deputy Recorder

Fee: 7.50 + 1.00

Part of Tax code #305-39-005M-7
Escrow #T 19232-6

Joint Tenancy Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

JOHN F. DORGAN, JR. and HELEN R. DORGAN, husband and wife,

do hereby convey to RICHARD M. GOLLNER and GLORIA B. GOLLNER, husband and wife,

not as tenants in common and not as community property estate, but as joint tenants with right of survivorship, the following described property situated in the County of PIMA State of Arizona.

See attached for legal description

Subject to that certain Deed of Trust of record in Docket 6414 at page 1034 and that certain Deed of Trust of record in Docket 7030 at page 210, records in Pima County, Arizona.

Subject to current taxes and assessments, reservations and all easements, rights of way, covenants, conditions, restrictions, liens and encumbrances of record.

And we do warrant the title against all persons whomsoever, subject to the matters above set forth.

The grantees by signing the acceptance below evidence their intention to acquire said premises as joint tenants with the right of survivorship, and not as community property or as tenants in common.

Dated this 29th day of July, 1985

Accepted and approved:

Richard M. Gollner
RICHARD M. GOLLNER
Gloria B. Gollner
GLORIA B. GOLLNER
Grantees

STATE OF ARIZONA
County of Pima

The Power of Attorney used to execute this deed was recorded in Docket 6786 at page 105, records of Pima County, AZ

John F. Dorgan, Jr.
JOHN F. DORGAN, JR.
Helen R. Dorgan
HELEN R. DORGAN
This instrument was acknowledged before me this 22 day of August, 1985 by John F. Dorgan, Jr., and Helen R. Dorgan, his wife, attorney in fact for Helen R. Dorgan.

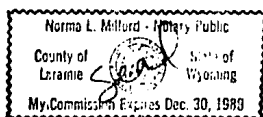
Cindy Parker
Notary Public

My commission will expire 9-18-88

This instrument was acknowledged before me this 16th day of August, 1985 by Richard M. Gollner and Gloria B. Gollner

Norma L. Milford
Notary Public
My commission will expire 12/30/88

STATE OF Wyoming
County of Laramie



FORM E-20

7604 314

T-19232

PARCEL 1:

The East half of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 26, Township 17 South, Range 16 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

PARCEL 2:

TOGETHER WITH a non-exclusive easement for ingress and egress and public and private utilities over the East 40 feet and the North 20 feet of the Southeast Quarter of the Southeast Quarter and the West 20 feet of the North Half of the Southeast Quarter of the Southeast Quarter and the North 20 feet and the West 40 feet of the South Half of the Southwest Quarter and the Southeast Quarter and the South 40 feet of the Southeast Quarter of Section 26, Township 17 South, Range 16 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

Excepting therefrom, all coal, oil, gas and other mineral deposits as reserved in the Patent from the United States of America.

TOGETHER WITH easements for ingress and egress over the following:

The North 20 feet of Lot 2;

The East 20 feet of Lots 2 and 4;

The South 20 feet of Lots 3 and 4;

The West 20 feet of Lot 3; and

The North 20 feet, South 20 feet, East 20 feet and West 20 feet of the Southeast Quarter, all in Section 27, Township 17 South, Range 16 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

Excepting therefrom, all coal, oil, gas and other mineral deposits as reserved in the Patent from the United States of America.

TOGETHER WITH easements for ingress, egress and utilities as set forth in instrument recorded in Docket 7243, page 1295.

EXHIBIT B

PROTECTIVE COVENANTS

THE PROPERTY HEREBY CONVEYED SHALL BE SUBJECT TO THE FOLLOWING PROTECTIVE COVENANTS WHICH SHALL RUN WITH THE LAND FOR THE BENEFIT OF THE LAND OWNERS IN THE SE 1/4 OF SECTION 26, T17S, R16E, G&SR&M, PIMA COUNTY, AZ:

- A. THE NATIVE VEGETATION ON SAID PROPERTY SHALL NOT BE DESTROYED OR REMOVED FROM SAID PROPERTY, EXCEPT TO THE EXTENT AS MAY BE NECESSARY FOR ORCHARDS AND GARDENS, AND THE CONSTRUCTION AND MAINTENANCE OF ROADS, DRIVEWAYS, DWELLINGS, GARAGES AND OTHER OUTBUILDINGS RELATED TO SAID DWELLINGS, AND HORSE FACILITIES.
- B. EXTERIOR WALLS OF DWELLINGS AND OUT BUILDINGS SHALL BE OF MASONRY, WOOD, CONCRETE, SLUMP BLOCK, STUCCO OR TREATED METAL SIDING AS USED IN COMMERCIAL MANUFACTURED MOBILE HOMES (BUT NOT CORRUGATED OR GALVANIZED METAL SIDING).
- C. NO PORTION OF THE DESCRIBED PROPERTY SHALL BE USED IN WHOLE OR IN PART FOR THE STORAGE OF ANY PROPERTY OR THING THAT WILL CAUSE SUCH PROPERTY TO APPEAR UNCLEAN OR UNTIDY OR THAT WILL BE OBNOXIOUS TO THE EYE; NOR SHALL ANY SUBSTANCE, THING OR MATERIAL BE KEPT UPON THE PROPERTY THAT WILL EMIT A FOUL OR NOXIOUS ODOR, OR THAT WILL CAUSE ANY NOISE THAT WILL OR MIGHT UNREASONABLY DISTURB THE PEACE, QUIET, COMFORT OR SERENITY OF THE OCCUPANTS OF THE SURROUNDING PROPERTY, NORMAL FARMING AND RANCHING ACTIVITIES EXCEPTED. THIS ALSO SPECIFICALLY EXCLUDES : A. DOG KENNELS B. THE STORAGE OF INOPERATIVE OR CURRENTLY UNLICENSED VEHICLES.
- D. PURCHASER AGREE TO SKIRT ALL SIDES OF MOBILE HOME WITHIN 45 DAYS AFTER SAID MOBILE HOME IS PLACED ON SUBJECT PROPERTY.
- E. THESE PROVISIONS, CONDITIONS, RESTRICTIONS AND COVENANTS SHALL BE COVENANTS RUNNING WITH THE LAND, AND THE BREACH OF ANY THEREOF OR THE CONTINUANCE OF ANY SUCH BREACH MAY BE ENJOINED OR REMEDIED BY THE APPROPRIATE PROCEEDINGS BY ANY OWNER OF LAND WITHIN THE PROPERTY DESCRIBED IN THE PARAGRAPH PRECEDING PARAGRAPHS ABOVE.
- F. ALL OF THE AFOREMENTIONED COVENANTS, CONDITIONS AND RESTRICTIONS SHALL CONTINUE AND REMAIN IN FULL FORCE AND EFFECT AT ALL TIMES AS AGAINST THE OWNER OF ANY PORTION OF LAND WITHIN THE PROPERTY DESCRIBED IN THAT PARAGRAPH PRECEDING PARAGRAPH A. ABOVE, HOWEVER HIS TITLE THERETO TO BE ACQUIRED, UNTIL THE COMMENCEMENT OF THE CALENDAR YEAR 2013.

HEREIN ACKNOWLEDGED AND APPROVED BY THE UNDERSIGNED PARTIES:

SELLER:

Helena R. Doyan
Helena R. Doyan by
John A. Doyan

dated: 8-22-85

BUYER:

Ronald M. Gellner
Ronald M. Gellner
Sharon B. Gellner

dated: 16 Aug 85

7604 316

STATE OF ARIZONA
COUNTY OF Pima

ss. I hereby certify that the within instrument was filed and recorded
in DOCKET 7604 pg. 320-322
and indexed in DEEDS

Fee No.
100682

at the request of **USLIFE TITLE COMPANY**

When recorded, mail to:

Robert J. Francis c/o Richard Gollner
Quarters 116A F. E. Warren AFB
Cheyenne WY 82001

Witness my hand and official seal.

AUG **23** '85 - **8 00 AM**

RICHARD L. KENNEDY County Recorder

By *Mr* Deputy Recorder

Fee:
7.00 H 00

Quit-Claim Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

RICHARD M. GOLLNER and GLORIA B. GOLLNER, husband and wife,

hereby quit-claim to **ROBERT J. FRANCIS and CHRISTINE K. FRANCIS**, husband and wife, not as tenants in common nor as community property, but as joint tenants with the right of survivorship,
all right, title, or interest in the following real property situated in **PIMA** County, Arizona:

see attached for legal description

COURTESY RECORDING NO TITLE LIABILITY

By signing below, the undersigned herein evidence their intention to acquire their interest as joint tenants with the right of survivorship and not as community property and not as tenants in common.

X *Robert J. Francis*
ROBERT J. FRANCIS

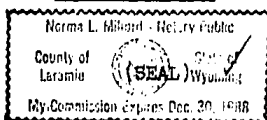
X *Christine K. Francis*
CHRISTINE K. FRANCIS

Dated this 29th day of July, 1985

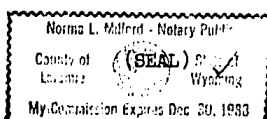
X *Richard M. Gollner*
RICHARD M. GOLLNER

X *Gloria B. Gollner*
GLORIA B. GOLLNER

STATE OF ~~ARIZONA~~ WY
County of Laramie



STATE OF Wyoming
County of Laramie



This instrument was acknowledged before me
this 16 day of August, 1985 by
Robert J. Francis and Christine K. Francis

Norma L. Milford
Notary Public
My Commission will expire 12/30/88

This instrument was acknowledged before me
this 16th day of August, 1985 by
Richard M. Gollner and Gloria B. Gollner

Norma L. Milford
Notary Public
My Commission will expire 12/30/88

FORM 5-21

7604 320

PARCEL 1:

THE SOUTH 330 feet of the North 495 feet of
The East half of the Southeast Quarter of the Northeast Quarter of the
Southeast Quarter of Section 26, Township 17 South, Range 16 East, Gila
and Salt River Base and Meridian, Pima County, Arizona.

PARCEL 2:

TOGETHER WITH a non-exclusive easement for ingress and egress and public and
private utilities over the East 40 feet and the North 20 feet of the Southeast
Quarter of the Southeast Quarter and the West 20 feet of the North Half of the
Southeast Quarter of the Southeast Quarter and the North 20 feet and the West
40 feet of the South Half of the Southwest Quarter and the Southeast Quarter
and the South 40 feet of the Southeast Quarter of Section 26, Township 17
South, Range 16 East, Gila and Salt River Base and Meridian, Pima County,
Arizona.

Excepting therefrom, all coal, oil, gas and other mineral deposits as reserved
in the Patent from the United States of America.

TOGETHER WITH easements for ingress and egress over the following:

The North 20 feet of Lot 2;

The East 20 feet of Lots 2 and 4;

The South 20 feet of Lots 3 and 4;

The West 20 feet of Lot 3; and

The North 20 feet, South 20 feet, East 20 feet and West 20 feet of the
Southeast Quarter, all in Section 27, Township 17 South, Range 16 East, Gila
and Salt River Base and Meridian, Pima County, Arizona.

Excepting therefrom, all coal, oil, gas and other mineral deposits as reserved
in the Patent from the United States of America.

TOGETHER WITH easements for ingress, egress and utilities as set forth in
instrument recorded in Docket 7243, page 1296.

EXHIBIT B

PROTECTIVE COVENANTS

THE PROPERTY HEREBY CONVEYED SHALL BE SUBJECT TO THE FOLLOWING PROTECTIVE COVENANTS WHICH SHALL RUN WITH THE LAND FOR THE BENEFIT OF THE LAND OWNERS IN THE SE 1/4 OF SECTION 36, T17S, R16E, G6SR96M, PIMA COUNTY, AZ:

- A. THE NATIVE VEGETATION ON SAID PROPERTY SHALL NOT BE DESTROYED OR REMOVED FROM SAID PROPERTY, EXCEPT TO THE EXTENT AS MAY BE NECESSARY FOR ORCHARDS AND GARDENS, AND THE CONSTRUCTION AND MAINTENANCE OF ROADS, DRIVEWAYS, DWELLINGS, GARAGES AND OTHER OUTBUILDINGS RELATED TO SAID DWELLINGS, AND HORSE FACILITIES.
- B. EXTERIOR WALLS OF DWELLINGS AND OUT BUILDINGS SHALL BE OF MASONRY, WOOD, CONCRETE, SLAB BLOCK, STUCCO OR TREATED METAL SIDING AS USED IN COMMERCIALLY MANUFACTURED MOBILE HOMES (BUT NOT CORRUGATED OR GALVANIZED METAL SIDING).
- C. NO PORTION OF THE DESCRIBED PROPERTY SHALL BE USED IN WHOLE OR IN PART FOR THE STORAGE OF ANY PROPERTY OR THING THAT WILL CAUSE SUCH PROPERTY TO APPEAR UNCLEAN OR UNTIDY, OR THAT WILL BE OBNOXIOUS TO THE EYE; NOR SHALL ANY SUBSTANCE, THING OR MATERIAL BE KEPT UPON THE PROPERTY THAT WILL EMIT A FOUL OR NOXIOUS ODOR, OR THAT WILL CAUSE ANY NOISE THAT WILL OR MIGHT UNREASONABLY DISTURB THE PEACE, QUIET, COMFORT OR SERENITY OF THE OCCUPANTS OF THE SURROUNDING PROPERTY, NORMAL FARMING AND RANCHING ACTIVITIES EXCEPTED. THIS ALSO AND SPECIFICALLY EXCLUDES : A. DOG KENNELS B. THE STORAGE OF INOPERATIVE OR CURRENTLY UNLICENSED VEHICLES.
- D. PURCHASERS AGREE TO SKIRT ALL SIDES OF MOBILE HOME WITHIN 45 DAYS AFTER SAID MOBILE HOME IS PLACED ON SUBJECT PROPERTY.
- E. THESE PROVISIONS, CONDITIONS, RESTRICTIONS AND COVENANTS SHALL BE COVENANTS RUNNING WITH THE LAND, AND THE BREACH OF ANY THEREOF OR THE CONTINUANCE OF ANY SUCH BREACH MAY BE ENJOINED OR REMEDIED BY THE APPROPRIATE PROCEEDINGS BY ANY OWNER OF LAND WITHIN THE PROPERTY DESCRIBED IN THE PARAGRAPH PRECEDING PARAGRAPHS ABOVE.
- F. ALL OF THE AFOREMENTIONED COVENANTS, CONDITIONS AND RESTRICTIONS SHALL CONTINUE AND REMAIN IN FULL FORCE AND EFFECT AT ALL TIMES AS AGAINST THE OWNER OF ANY PORTION OF LAND WITHIN THE PROPERTY DESCRIBED IN THE PARAGRAPH PRECEDING PARAGRAPH A. ABOVE, HOWEVER HIS TITLE THERETO TO BE ACQUIRED, UNTIL THE COMMENCEMENT OF THE CALENDAR YEAR 2013.

HEREIN ACCEPTED AND APPROVED BY THE UNDERSIGNED PARTIES:

X Richard H. Hallner

X Robert Francis

X Marion B. Hallner

X Christina K. Francis

dated: 11 August 85

dated: 8/16/85