

RESIDENTIAL RESTRICTIVE COVENANTS

STATE OF OKLAHOMA
COUNTY OF GRADY

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Sharon Shoemaker - Grady County Clerk
State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

LEONARD R. HOLLAND AND KATHY J. HOLLAND, CO-TRUSTEES F THE LEONARD R. HOLLAND REVOCABLE TRUST dated the 12th day of January, 1994 AND LARRY D. SNOW, a single person. Hereby certifies that they are the owner of the land and the only person, firm, partnership, or corporation having any right, title, or interest in and to the following described real estate and premises situated in Grady County, Oklahoma, to-wit:

THE SE/4 OF THE NW/4 & THE SW/4 OF THE NE/4 & THE NW/4 OF THE SE/4 & THE NW/4 OF THE NE/4 OF THE SE/4 & THE N/2 OF THE NE/4 OF THE NE/4 OF THE SE/4 & THE SW/4 OF THE SE/4 OF THE NE/4 OF SECTION 34, T 9 N, R 6 W subject to all easements and right of ways of record. Less and Except all oil, gas, and mineral rights.

For the purposes of providing an orderly development of the property, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of said owners and their successors in title to the subdivision of said tract, The Leonard R. Holland Revocable Trust, hereby imposes the following restrictions, covenants, and reservations to which successors in title shall adhere.

1. All of the lots in the property shall be known as and reserved exclusively for use as residential single family dwellings not to exceed 2 ½ stores in height and a private garage for not more than four and not less than two automobiles. A maximum of one single family dwelling unit may be constructed on nothing less than a 2 ½ acre lot.

2. Reserves for installation and maintenance of utilities and drainage facilities are reserved. Within these utility reserves no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserved area of each parcel and all improvements permitted therein shall be maintained continuously by the owner of the parcel, except for these improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties, but are not a part of the drainage system maintained by a public authority or utility company, shall be the property owner's responsibility; and it shall be the responsibility of the property owner to keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, obstruct, or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's parcel and to provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which public authority or utility company is responsible.

3. No building shall be located on any lot nearer to a road easement than the minimum building setback of 75 feet. The sum of the side yards shall be a minimum of one hundred (100) feet and in no event shall the distance between dwellings be less than one hundred (100) feet. No dwelling shall be located nearer than fifty (50) feet to a side boundary of a parcel, except that detached buildings or outbuildings. For the purpose of this covenant, eaves, chimneys, bays, steps and uncovered porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. No business, trade (with the exception of home office; no traffic), or church shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

5. No boats, camper trailers, motor houses, house trailers, mobile homes or airplanes are to be parked or stored within 75 feet of the front property line permanently (more than 30 days). No more than three immobile motor vehicles on subject lot at any one time.

6. All garbage cans or refuse areas are to be fully screened from view from the streets and from adjoining lots.

7. No trash, ashes or other refuse may be thrown or dumped on any vacant lot. Each owner of a vacant lot is required to keep said lot in presentable condition. Any non-burnable refuse must be hauled away for disposal. No owner may make use of a vacant lot for dumping, burning, or otherwise disposing of refuse.

8. No dwelling shall be erected or placed on any lot which has a living area of less than 1100 square feet, not including garages or porches. Mobile homes are acceptable as long as mobile homes are no older than four years old when placed on subject lot. Houses can be moved from another location and placed on subject lot. As long as the whole exterior is remodeled using new materials within six months of being placed on lot.

9. No road access is allowed along subject properties south boundary (existing fifty foot road easement). Unless property owner enters into a road maintenance agreement sharing in the maintenance of said road.

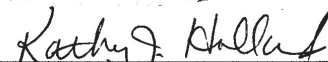
10. The purchase of these Restrictive Covenants are not to hamper the enjoyment of subject property. They have been written to allow fellow landowners to have pride of their neighborhood. If someday in the future a landowner decides to sell, hopefully these covenants will allow the property to appreciate in value for the benefit of all.

11. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until an instrument signed by either the authors of these Restrictive Covenants at a time when they own the majority of subject property or later; by the majority of the then lot owners of subject property has been recorded agreeing to change said covenants in whole or in part.

12. Should the owner of any lot, lots, or building site violate any of the restrictive covenants and/or conditions contained herein, and thereafter refuse to correct them, or refuse to abide by said restrictions and conditions contained herein after a reasonable notice, then in such event, the Holland trust, or any owner of any lot or building site in the above described subdivision may institute legal proceedings to enjoin, abate, and/or correct such violation or violations, and the owner of such lot, lots, or building site permitting the violations of such restrictions and/or conditions shall pay all attorney fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce these restrictions and conditions. Said attorney fees are to be fixed by the court. It is further agreed that the amount of said attorney fees, court costs and other expenses allowed and assessed by the court shall be a lien upon the land, as of the date the legal proceedings were originally instituted. Further, said land shall be subject to foreclosure in the same manner as ordinary foreclosure of liens upon real estate under the procedures fixed by statute.

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


Leonard R. Holland, Co-Trustee


Kathy J. Holland, Co-Trustee




Larry D. Snow

STATE OF OKLAHOMA, COUNTY OF McClain

Before me, the undersigned, a Notary Public in and for said County and State this 15th day of June 2004 appeared Leonard R. Holland, Kathy J. Holland, Larry D. Snow to me known to be the natural persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and seal the day and year last above written.

My commission expires 7/10/07 Comm. # 99010364  Notary Public