

11462

STATE OF OKLAHOMA
KINGFISHER COUNTY
RECORDS

DEC 30 11 17 AM '80

BA 704-163

DON A. WASHLEY, CO. CLK.

OWNERS' CERTIFICATE AND DEDICATION

BY *Don A. Washley*

KNOW ALL MEN BY THESE PRESENT:

The undersigned, Chappell-Kellogg-Hall, Inc., a corporation, do hereby certify that they are the owners of and the only ones having any interest in the following described real property, to wit:

Lots 2-15 in the NE $\frac{1}{4}$ of Section 24, Twsp. 16N, Range 6 West of the Indian Meridian, Kingfisher, County, Oklahoma, Plat recorded in Book 701 Page 281.

AND

Lots 1-26 in the SE $\frac{1}{4}$ of Section 24, Twsp. 16N, Range 6 West of the Indian Meridian, Kingfisher County, Oklahoma. Plat recorded in Book 701 Page 280.

For the purpose of providing an orderly development of said real property and for the further purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and our successors in title to said real property, we do hereby impose the following restrictions and reservations to which it shall be incumbent upon our successors to adhere.

1. There has been heretofore conveyed to Kingfisher County, Oklahoma, an easement for road purposes, which easement is recorded in Book 701 Misc., at Page 280 of the records of the County Clerk of Kingfisher County, Oklahoma. There is hereby reserved for the use of all public utilities an utility easement over and across the same area covered by said road easement provided that said utilities shall in no way interfere with the construction or operation of the road to be located thereon.

2. No basement, tent, shack, garage, barn or other outbuilding erected on said real property, or any part or subdivision thereof, shall at any time be used as a residence permanently, nor shall any structure of a temporary character be used as a residence, except that this restriction shall not prohibit the use or occupancy of a garage apartment or servants quarters, whenever used in connection with a completed main residential structure.

3. No existing erected building or structure of any sort may be moved out and or placed upon the above described real property, or any part or subdivision thereof, without written approval of the undersigned, except for mobile homes or prefabricated new housing.

4. Private water wells and septic tanks shall be used on said real property, but only after submitting plans and obtaining approval from the

Kingfisher County Health Department. Private water wells shall be located at least fifteen (15) feet from the boundary line of said property or from the boundary line of any future owner of any part or subdivision thereof, and at least fifty (50) feet from any septic tank or lateral lines located thereon. Septic tanks shall be located at least twenty (20) feet from any dwelling.

5. No trash, ashes or other refuse may be thrown or dumped on any part of said real property.

6. Livestock will be permitted on said real property, but will be limited to a total of Fifteen (15) animals to each owner of any part or subdivision thereof. Only two (2) pigs will be kept by each owner of any part or subdivision of said real property and then only by securing written approval from the undersigned. If a husband and wife shall jointly own any part or subdivision of said real property they shall be considered as one owner for purposes of this paragraph.

6a. Each lot shall have a five foot utility easement on each side and ten foot on the rear.

6b. All mobile Homes in this subdivision shall be skirted. Minimum size must be 10 ft. x 50 ft.

7. These covenants are to run with the land and shall be binding on all parties claiming under them until October 21, 2000 at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of said real property it is agreed to change said covenants in whole or in part.

8. Residential Use. Single family residential purposes No building or structure intended for or adapted to business purposes, except light commercial, not over 3 employees. No used car sales, car salvage, auto repair, truck repair shops, or salvage yards of any kind..

All appurtenant structures shall not be closer to the road than the front of the dwelling except for walls or fences.

9. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or improvement thereon except as herein specifically permitted. A name and address sign in the form generally used as designating a residence may be erected by the occupant of a lot to designate his occupancy; otherwise, no sign of any kind or character shall be allowed.

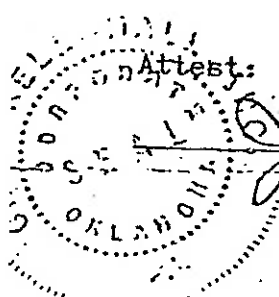
10. Nuisances. No lot shall be used in whole or in part for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or thing be kept upon any lot that emits foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property.

11. Subdivision of land. No building site shall be less than one and twenty-five hundredths acres and in this owners' certificate and dedication, any time a lot is mentioned, we are talking about a tract of land containing 1.25 acres.

12. If the parties hereto, or either of them or their heirs or assigns, violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons who shall own any part or subdivision of the above described real property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages for such violations.

In witness Whereof, said parties have hereto set their hands this 21st day of October, 1981, at Guthrie, Oklahoma..

Attest:

 [Signature]
Secretary

By [Signature]

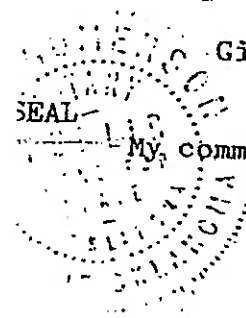
President.

CORPORATION ACKNOWLEDGMENT

STATE OF OKLAHOMA, County of Logan, ss:

On this 21st day of October, A.D. 1980, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Hollie Leo Chappell, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

 My commission expires 4-20-83

[Signature] Notary Public