

32085

OWNER'S CERTIFICATE OF RESTRICTIONS FOR SOUTH BLUESTEM HEIGHTS THIRD
ADDITION, WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That Ted E. Hoffmann and Fayanne Hoffmann husband and wife, do hereby certify that they are the owners of and the only person or persons having any right, title or interest in the land included and embraced in South Bluestem Heights Third Addition now platted into lots, blocks, streets and easements as shown on the plat of South Bluestem Heights Third Addition recorded in Plat Envelope 328 of the records of Washington County, Oklahoma.

For the purpose of providing an orderly development of all the lots and blocks included in the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of the owner and its successors in title to the aforesaid lots, Ted E. Hoffmann and Fayanne Hoffmann, husband and wife, do hereby impose the following restrictions and reservations on all of said South Bluestem Heights Third Addition, to which it shall be incumbent upon its successors in title to adhere, and any person or persons, corporation or corporations, hereafter becoming the owner or owners, either directly or through any subsequent transfer, or in any manner whatsoever, of any lot or lots included in South Bluestem Heights Third Addition, shall take, hold and convey same subject to the following restrictions and reservations, to-wit:

1. All of said lands shall be used exclusively for residence purposes for a period of Thirty-five (35) years from the date of this declaration and as long thereafter as such restrictive use may be extended as herein provided.
2. Except as to the provisions hereinafter contained relating to the occupancy of said lands for family servants, not more than one family shall make their residence upon any lot or tract in any of said blocks having an area not in excess of 10,000 square feet.
3. No residence shall be built upon any lot or tract in said addition which shall contain less than one thousand (1,000) square feet of floor space, excluding porches, terraces, garages and outbuildings. Each residence shall be constructed of masonry or standard frame construction with wood siding, or of materials equal in quality and appearance.
4. No building shall be moved from outside the lands shown on said plat to any part of the lands embraced thereon.
5. No residence, nor any building appurtenant thereto, shall be erected on any lot or tract in any of said blocks having a street frontage of less than Fifty-five (55) feet, and no residence, nor any building appurtenant thereto, shall be built nearer than Twenty-five (25) feet to any front street or road line, or nearer than ten (10) feet to any side street or road line, and each residence shall be at least Five (5) feet from any lot or tract line, unless the person constructing the same shall be utilizing portions of more than one lot or tract, in which event such residence shall not be built closer than five (5) feet from the outside boundary line of the combined portions of lots or tracts so utilized.
6. No bill boards or advertising sign shall be erected or maintained except for the sole purpose of advertising the sale of the lot upon which the sign may be placed and such sign shall not exceed Six (6) square feet in area.
7. No garage or other outbuilding erected on any tract in said addition shall be used for residential purposes other than for such use by servants employed on said premises by the occupants thereof.
8. No permanent provision shall be made for the housing of poultry, cows, horses or other livestock on any lot, nor shall any livestock be kept and maintained on said premises.
9. No trailer, basement, tent, garage or other outbuilding shall at any time be used as a residence.

10. Easements for public utility installations and maintenance are hereby reserved where shown in the recorded plat of the addition and in and on the side Five (5) feet of each side of each building site or plot of ground sold for use as one dwelling site.

11. On single family residential plots no fence, whether ornamental or otherwise, shall be erected nearer to the front property line than the front building line.

12. If the owner or tenant of any lot or lots in South Bluestem Heights Third Addition should violate any of the restrictive covenants contained herein and thereafter refuse to correct the same and to abide by said restrictions, the owner of any lot or building site in the addition may institute legal proceedings to enjoin, abate and/or correct such violations, and the owner of the lot or building site permitting the violation of such restriction shall pay all attorney fees, court costs and other expenses incurred by the person instituting such legal proceedings; said attorney fees to be fixed by the court. The amount of said attorney fees, court costs and other expenses allowed and assessed by the court shall become a lien upon the land as of the date legal proceedings were originally instituted and said lien shall be subject to foreclosure in such action so brought to enforce such restrictions.

13. These restrictive covenants are to run with the land and shall be binding upon all parties and all persons for Thirty-five (35) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of Thirty-five (35) years unless by vote of a majority of the then owners of the lots or building sites it is agreed to change said covenants in whole or in part.

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

DATED this 15th day of March, 1965.

(Signed)

Ted E. Hoffmann
Ted E. Hoffmann

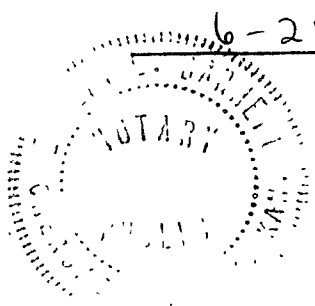
Fayanne Hoffmann
Fayanne Hoffmann

STATE OF Kansas)
) (SS.
COUNTY OF Cherokee)

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of March, 1965, personally appeared Ted E. Hoffmann and Fayanne Hoffmann, husband and wife, to me known to be the identical 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.

Rudolph H. Barnett
Notary Public

My Commission Expires:



6-28-65

STATE OF OKLAHOMA)
Washington County)
This instrument was filed for record

APR 26 1965

at 10:30 o'clock A.M.
PAUL STUMPFF, County Clerk
BY: M. Jester Deputy

