

DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, EVERTA LEE BLOM, HEREINAFTER REFERRED TO AS "OWNER", DOES HEREBY CERTIFY SHE IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN WASHINGTON COUNTY, OKLAHOMA, TO WIT:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (SW/4 NE/4 NE/4) AND THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (W/2 SE/4 NE/4) AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NW/4 NE/4 SE/4) AND THE NORTH 132 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (SW/4 NE/4 SE/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWENTY-THREE (23) NORTH, RANGE THIRTEEN (13) EAST OF THE I.B.&M., WASHINGTON COUNTY, OKLAHOMA, CONTAINING 41.99 ACRES.

WHICH REAL ESTATE HAS BEEN DULY PLATTED INTO LYN-DEE-LEE ESTATES, WASHINGTON COUNTY, OKLAHOMA; AND

WHEREAS, OWNER OWNS AND WILL CONVEY THE LOTS COMPRISING LYN-DEE-LEE ESTATES SUBJECT TO THOSE RESTRICTIONS, COVENANTS, EASEMENTS, LIENS AND CHARGES HEREINAFTER SET FORTH.

NOW THEREFORE, FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF ALL THE LOTS INCLUDED ABOVE AND FOR THE PURPOSE OF PROVIDING ADEQUATE RESTRICTIVE COVENANTS FOR THE BENEFIT OF THE OWNER, DEFINED AS THE RECORD OWNERS OF THE FEE SIMPLE TITLE TO ANY LOT OR PORTION OF A LOT ABOVE DESCRIBED, AND THEIR SUCCESSOR-IN-TITLE TO THE AFORESAID LOT, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND RESERVATIONS ON ALL OF SAID LOTS TO WHICH IT SHALL BE INCUMBENT UPON HER AND HER SUCCESSORS-IN-TITLE TO ADHERE AND ANY PERSON OR PERSONS, CORPORATION OR CORPORATIONS, HEREINAFTER BECOMING THE OWNER OR OWNERS, EITHER DIRECTLY OR THROUGH ANY SUBSEQUENT TRANSFER OR IN ANY MANNER WHATSOEVER, OF ANY LOT OR LOTS INCLUDED ABOVE SHALL, TAKE, HOLD AND CONVEY THE SAME SUBJECT TO THE FOLLOWING RESTRICTIONS AND RESERVATIONS, TO-WIT:

- 1: ALL LOTS SHALL BE USED EXCLUSIVELY FOR RESIDENTIAL PURPOSES. NO RESIDENCE OR OTHER STRUCTURE SHALL BE USED EITHER IN WHOLE OR IN PART AS A PROFESSIONAL OFFICE, SHOP, SCHOOL, OR STUDIO, OR FOR THE CONDUCT OF ANY BUSINESS OR TRADE.
- 2: NO STRUCTURE SHALL BE ERECTED, PLACED OR PERMITTED TO REMAIN ON ANY BUILDING PLOT, OTHER THAN A SINGLE FAMILY RESIDENCE AND BUILDINGS APPURTENANT THERETO, SUCH AS A GARAGE, SERVANT'S QUARTERS, CHILDREN'S PLAYHOUSE, SWIMMING POOL, BATH HOUSE, GARDEN SHELTER, WORKSHOP, OR BARN.
- 3: NO RESIDENCE SHALL BE CONSTRUCTED UPON ANY OF THE LOTS THAT SHALL CONTAIN LESS THAN 1,700 SQUARE FEET OF USABLE SPACE, EXCLUSIVE OF BREEZE WAYS, PORCHES, ATTACHED GARAGES, WALKS, DRIVEWAYS, SWIMMING POOLS AND BATH HOUSES. (CONCRETE BLOCKS ARE NOT ACCEPTABLE).
- 4: NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME IN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD OF THE LOTS OR NO ILLEGAL ACTIVITY. ALSO, THERE SHALL BE NO OFFENSIVE ODORS OR LOUD NOISE ALLOWED.
- 5: NO STRUCTURE OF A TEMPORARY CHARACTER, BASEMENT, TENT, SHACK, TRAILER, GARAGE, BARN OR OTHER OUT BUILDINGS SHALL BE ERECTED FOR USE ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY. NO MOBILE HOMES SHALL EVER BE PLACED UPON ANY REAL PROPERTY COVERED BY THESE RESTRICTIONS EXCEPT WHILE RESIDENCE IS UNDER CONSTRUCTION AND NOT TO EXCEED NINE MONTHS.
- 6: NO BILLBOARDS OR ADVERTISING SIGNS OR STRUCTURES SHALL BE ERECTED OR MAINTAINED UPON ANY LOT EXCEPT ONLY FOR A "FOR SALE" SIGN, OF WHICH ONE SIGN NOT EXCEEDING 24" X 36" MAY BE PLACED UPON ANY LOT OR STRUCTURE LOCATED THEREON.
- 7: EVERY OWNER SHALL PROPERLY MAINTAIN HIS PROPERTY, INCLUDING ROADWAY, AND SHALL NOT ALLOW ANY TYPES OF NUISANCE, EITHER PUBLIC OR PRIVATE, TO OCCUR UPON ANY OF THE PROPERTY COVERED BY THIS AGREEMENT.
- 8: EACH OWNER MUST MAINTAIN IN GOOD AND PROPER WORKING ORDER THE AEROBIC SYSTEM THAT WILL SERVE THEIR INDIVIDUAL LOT.
- 9A: WATER FACILITIES: THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS LOCATED ON SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE FROM THE ORIGINAL CONTOURS OR FROM ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. SAID ALTERATION OF GRADE RESTRICTIONS SHALL BE LIMITED TO THE EASEMENT AREAS.

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WASHINGTON COUNTY RURAL WATER DISTRICT (RWD) NO. 3 SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. RWD NO. 3 SHALL HAVE THE RIGHT TO ACCESS WITH ITS EQUIPMENT TO ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER FACILITIES SHALL BE ENFORCEABLE BY WASHINGTON COUNTY RWD NO. 3 AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

9B: LANDSCAPE AND PAVING REPAIR: THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER MAINS. NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHT-OF-WAY WHICH WOULD POTENTIALLY ENDANGER, THREATEN OR HARM ANY WATER UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY. IF IT IS DETERMINED THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY, THE DISTRICT SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SHRUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE LOT OWNER'S EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE SAME.

9C: LOTS 5 AND 6 INCLUDE WATER LINES EASEMENTS DEDICATED SPECIFICALLY TO RURAL WATER DISTRICT NO. 3 WASHINGTON COUNTY. THESE EASEMENTS ARE LOCATED ADJACENT TO THE SIDE AND/OR BACK LOT LINES OF THE RESPECTIVE LOTS AND ARE IN AREAS WHERE WATER LINES ARE NOT COMMONLY CONSTRUCTED. SAID EASEMENTS SHALL REMAIN FREE AND CLEAR OF TREES, STRUCTURES, FENCING AND/OR ANY OTHER OBSTACLES THAT WOULD INTERFERE WITH THE DISTRICT'S ABILITY TO ACCESS SAID EASEMENT.

10: DOMESTIC PETS WILL BE PERMITTED IF THE OWNERS RESTRICT THEIR NUMBERS TO NOT MORE THAN FOUR OF ANY ANIMAL. OWNERS WILL BE REQUIRED TO SEE THAT THEIR ANIMALS DO NOT CREATE A NUISANCE SITUATION AND MUST HAVE PROPER SHOTS AS DIRECTED BY THE OKLAHOMA VETERINARY ASSOCIATION.

11: ADDITIONAL ANIMALS SUCH AS HORSES AND COWS IN LIMITED AND REASONABLE NUMBERS MAY BE MAINTAINED ON THE PROPERTY BUT MUST HAVE ALL PROPER SHOTS AS DIRECTED BY THE OKLAHOMA VETERINARY ASSOCIATION. NO WILD OR EXOTIC ANIMALS ARE ALLOWED.

12: AMENDMENT AND DURATION. THESE COVENANTS ARE TO RUN WITH THE LAND, AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE THESE COVENANTS ARE RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS AN INSTRUMENT SIGNED BY THE MAJORITY OF THE THEN OWNERS OF THE LOTS HAVE BEEN RECORDED, AGREEING TO A CHANGE IN SAID COVENANTS IN WHOLE OR IN PART.

13: ENFORCEMENT. IF THE OWNER OR TENANT OF ANY LOT OR LOTS OR ANY OTHER PERSON SHOULD VIOLATE ANY OF THE RESTRICTIVE COVENANTS HEREIN CONTAINED AND THEREAFTER REFUSE TO CORRECT THE SAME AND TO ABIDE BY SAID RESTRICTIONS, THE OWNER OF ANY LOT OR BUILDING SITE MAY INSTITUTE LEGAL PROCEEDINGS TO ENJOIN, ABATE, OR CORRECT SUCH VIOLATION OR VIOLATIONS, OR FOR DAMAGES FOR SUCH VIOLATION, AND THE OWNER OF THE LOT OR BUILDING SITE OR OTHER PERSON PERMITTING THE VIOLATION OF SUCH RESTRICTION, SHALL PAY ALL ATTORNEY'S 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'S 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 SUCH LIENS SHALL BE SUBJECT TO FORECLOSURE IN SUCH ACTION SO BROUGHT TO ENFORCE SUCH RESTRICTIONS.

14: SEVERABILITY. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR BY COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

15: NO BUILDINGS, OUTBUILDINGS, OR PARTS THEREOF SHALL BE CONSTRUCTED OR MAINTAINED ON LOTS NEARER TO THE PROPERTY LINES THAN THE SET-BACK LINES PROVIDED BY EASEMENT OR SET-BACK LINES PROVIDED HEREIN OR SHOWN ON THE ACCOMPANYING PLAT, THE MINIMUM BUILDING SET-BACK LINES FOR DWELLINGS OR OTHER OUTBUILDING STRUCTURES SHALL BE; FRONT YARD 80 FT., SIDE YARD 10FT., AND BACK YARD 10FT.

16: THE SOUTH 20' OF LOT 6 AND THE EAST 20' OF THE NORTH 699.63' OF LOT 5 ARE WATERLINE EASEMENTS DEDICATED TO RURAL WATER DISTRICT NO. 3 WASHINGTON COUNTY. NO LOT OWNER SHALL PLACE TREES, STRUCTURES, FENCING AND/OR ANY OTHER OBSTACLES THAT WOULD HINDER THE DISTRICT'S ABILITY TO ACCESS SAID EASEMENT.

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CONSENT OF OWNERS TO FILE COVENANTS

IN WITNESS, WHEREOF, BEING THE OWNER(S) IN FEE SIMPLE TITLE OF ALL REAL PROPERTY DESCRIBED ON THESE COVENANTS AND BEING THE DULY AUTHORIZED AGENT, DOES HEREBY CONSENT TO THE COVENANTS OF SAID REAL PROPERTY AS "LYN DEE LEE ESTATES".

AND HAVE EXECUTED THIS INSTRUMENT THIS 9th DAY OF October, 2008

BY Everta Lee Blom

EVERTA LEE BLOM, A SINGLE PERSON

STATE OF OKLAHOMA)
) SS.
COUNTY OF WASHINGTON)

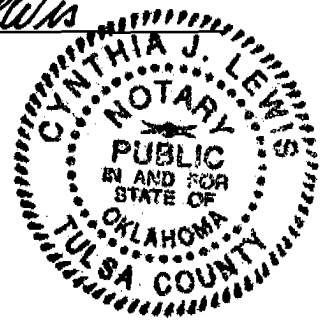
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 9th DAY OF October, 2008, PERSONALLY APPEARED EVERTA LEE BLOM, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FORGOING INSTRUMENT AS A SINGLE PERSON AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME AS HER FREE AND VOLUNTARY AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

3-8-2009
MY COMMISSION EXPIRES:

05202434
MY COMMISSION NUMBER:

Cynthia J. Lewis
NOTARY PUBLIC



BK 1071 Pg 3702

P.O. Box 295
Collinsville, OK 74021

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Bk 1071
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State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH

B Deal

