

OWNER'S CERTIFICATE, DEDICATION AND PROTECTIVE COVENANTS  
TO NELSON HEIGHTS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS THAT:

The undersigned do hereby certify that they are the owners of, and only persons having any right, title or interest in and to, the lands described as follows, to-wit:

NELSON HEIGHTS, a subdivision of a part of the North Half of the Northeast Quarter of Section 32, Township 16 North, Range 2 West of the Indian Meridian, Logan County, Oklahoma, as more particularly described by the plat to said subdivision.

They further certify that said tract of land has been caused to be surveyed into lots, blocks, streets and avenues, and a plat has been made of said tract, showing accurate dimensions of lots, setback lines, rights-of-way, widths of streets and easements for utilities and drainage. They hereby designate the said tract of land as NELSON HEIGHTS, and hereby dedicate to public use all the streets and avenues within the subdivision, and reserve for installation and maintenance of utilities such strips of land as are shown on said plat to be utility easement reserves. All the land so dedicated to public use are free and clear of encumbrances.

PROTECTIVE COVENANTS

For the purpose of providing orderly development of the entire tract, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of the undersigned owners of, or their successors in title to, the subdivision of said tract, the undersigned hereby impose the following restrictions and reservations to which it shall be incumbent upon all successors in title to adhere:

1. All numbered lots within the subdivision, except for Lots 1 and 2, Block 3, shall be designated as residential building plots. All residential building plots are hereby designated as single family dwellings only. Lots 1 and 2, Block 3, are hereby designated as either single family dwellings or for commercial use.

W.E. Nelson 15 Dunmore Lane Guthrie Ok 73044

In addition to the two lots which may be used for commercial purposes, there is an area in the Northeast Corner of the subdivision bordering Highway 77, lying North and East of Lots 1 and 2, Block 3, of said subdivision, which may be platted at a later date. The usage of this area will be the same as the usage allowed in Lots 1 and 2, of Block 3.

No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one attached single family dwelling, and a private attached garage for not less than two automobiles, and other outbuildings incidental to such residential use.

2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plan, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design and existing structures in the subdivision, and as to location of the building with respect to topography and finished grade elevation by a committee composed of William E. Nelson, Zelma Nelson, Virginia S. Nelson, Joseph Nelson, and Sandra Buckley, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member, or members shall have full authority to designate a successor. In the event said committee, or its designated representative, fails to approve or disapprove within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced

prior to the completion thereof, approval will not be required and this covenant shall be deemed to have been fully complied with.

Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

3. In no event shall a building be located on any residential plot nearer than thirty-five (35) feet to the front lot line, or nearer than twenty (20) feet to the rear lot line. No dwelling shall be located nearer than ten (10) feet to the side lot line. For the purposes of this covenant, eaves, steps and open porches shall be considered to be a part of the building, and should not encroach in the setback areas. These restrictions pertain to permanent structures, and shall not include temporary structures such as a shed.

4. The outside wall structure of the ground floor living area of any residence in the platted area shall be at least fifty (50%) percent brick veneer or stone. Exceptions to the provisions of this numerical paragraph 4 may be granted by the building committee.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements 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 easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. No business, trade or activity shall be carried on and lots specifically reserved for residential purposes. 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.



7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Where separate storage buildings have been constructed or moved onto a lot, these buildings shall be placed in such position as to be not visible from the street.

8. The ground floor area of the main structure, exclusive of one story open porches and garage, shall not be less than 1,300 square feet. In addition, each structure must include an attached two-car garage, as set out in paragraph 1 of these Restrictive Covenants. Any structure of more than one story shall not be less than 1,000 square feet on the ground floor area with a combined total of not less than 1,500 square feet.

9. No fences shall be installed on the front portion of any lot in this subdivision between the front part of any home and the front lot line. No fence shall be permitted on any lot which is more than eight (8) feet in height.

10. No detached garage or other outbuildings shall be permitted in the easements reserved for utilities. If any detached garage or other outbuilding is added to the lot after the construction of the original residential dwelling, plans for said structure shall be submitted to the committee prior to the construction of said structure as set out in paragraph 2 of these Protective Covenants.

11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. In no event shall the household pets number more than three. Also, all pets must be penned or leashed to provide safety to the other residents.

12. All driveways shall be of concrete construction. No tin horns shall be allowed in the construction of any driveways, except those placed by the County.

13. Trash cans, automobiles not in regular use, and areas used for storage shall be screened in such manner as to assure that these items and areas are not visible from the street. Parking of trailers, boats, motor homes, automobiles in operable condition, shall be allowed on the driveways, but the streets and yard areas (other than driveways) shall not be used for parking of these, or other like items. No commercial vehicles over 2 1/2 tons shall be allowed to be parked either in the driveways or on the streets and yard areas of this subdivision.

14. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period. These restrictions shall not apply to the commercial lots, but any sign used on said lots shall be subject to the approval of the committee.

15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January, 2003, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.

16. If the parties hereto, or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

Executed this 5th day of September, 1979.

William E. Nelson  
William E. Nelson

Zelma M. Nelson  
Zelma M. Nelson

STATE OF OKLAHOMA ]  
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COUNTY OF LOGAN     ]

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th day of September, 1979, personally appeared William E. Nelson and Zelma M. Nelson, also known as Zelma Nelson, 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.

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

Andrew M. Ryan  
Notary Public

