



CURVE TABLE:				
NO.	$\Delta$	RADIUS	LENGTH	CHORD BEARING
C1	05°28'43"	7361.98'	703.94'	N 16°14'30" E

## RESTRICTED COVENANTS for the UNRECORDED PLAT of the OKLAHOMA TERRITORY

A part of the Northeast Quarter (NE1/4) of Section 27, Township Sixteen (16) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma, more particularly described as follows: Beginning at the Northeast Corner of said Northeast Quarter (NE1/4);  
THENCE S00 33'23"E along the East line of said Northeast Quarter (NE1/4); a distance of 1705.28 feet;  
THENCE N89 54'44"W a distance of 466.70 feet;  
THENCE S00 33'23" E a distance of 933.40 feet to a point on the South line of said Northeast Quarter;  
THENCE N89 54'44"W along the South line of said Northeast Quarter a distance of 2146.78 feet to point on the East right-of-way line of Interstate 35;  
THENCE Northeasterly along said right-of-way a distance of 217.46 feet;  
THENCE N43 52'31"E a distance of 260.93 feet;  
THENCE continuing along said right-of-way on a curve to the left having a radius of 7361.98 feet for a distance of 2353.95 feet;  
THENCE N83 00'21"E a distance of 366.94 feet;  
THENCE S89 59'56" a distance of 350.00 feet;  
THENCE N00 00'04"E a distance of 60.00 feet to a point on the North line of said Northeast Quarter;  
THENCE S89 59'56"E along the North line of said Northeast Quarter a distance of 665.87 feet to the point of beginning;  
EXCEPT five (5) acres, more or less, lying in the Northeast corner of the property.

For the purposes set forth the following restrictions are imposed on all real property located within the above legal boundaries, described in the Warranty Deeds, to which it shall be incumbent upon the grantees, and their successors, in interest to adhere;

1. These covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2017, at which the same shall be automatically extended for successive periods of twenty years, unless by vote of a majority of then property owners, it is agreed to change in whole or in

part.

2. If the parties herein, or any of them or their heirs, or assigns shall violate or attempt to violate any of the covenants, conditions and restrictions herein, it shall be lawful for any other person or persons owning any real property situated in said Addition to prosecute any proceedings of law or in equity against the person or persons violating the same, and either to prevent him/her or them from so doing, or to recover damages or dues for such damage.
3. Invalidations of any one of these covenants, restrictions or conditions shall in no way effect any of the other provisions, which shall remain in force and effect.
4. All construction of any structure placed on the tracts herein conveyed must be of good workmanlike manner. All plans for construction shall have prior approval of the Homeowners Committee.
5. There shall not be built on said property any porch or projection of the house, or any other structure, across any building line designated on the plat; and, in addition, there will be a minimum fifty (50) feet building setback line on the road frontage side and twenty-five (25) feet setback on the other three boundaries of each lot.
6. All sanitary arrangements must comply with local and state health laws and regulations.
7. No more than one (1) single family residence shall be erected on any lot.
8. No existing erected building or structure of any sort may be moved onto or placed on any lots or tracts in said addition. It being the intention of this covenant to definitely prohibit the moving onto or placing of any existing residential structure in said addition. New material must be used in exposed exterior construction except brick veneer which may be used brick or stone.
9. No mobile home shall be situated on any lot. No shed, recreational vehicle, trailer, barn or other outbuilding parked or erected on said lots shall at any time be used as a permanent residence.



10. Upon commencement of excavation for construction of a house or other building on any lot or lots in this plat, the work must be continuous, weather permitting, until the house or building is completed. No delay in the course of outside construction within twelve (12) months from the start of construction shall be permitted, unless further extension of time for the completion of said house, etc., is given by the Committee in writing. If no such consent is given, the Committee or its designee may, but shall not be obligated to, complete such construction.

11. No feedlot of any kind may occupy any lot; no swine or fowl of any kind shall be raised, bred or kept on any lot or block in said addition, except pleasure horses may be kept on lots of five acres or more. Three household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Dogs shall be confined.

12. No noxious or offensive trade or activity shall be carried on any lot or tract herein conveyed, nor shall anything be done thereon which may or become an annoyance or nuisance to the neighborhood.

13. Any fence, forward of the main structure shall be of the low type, ornamental or otherwise, and no fence on any lot shall be more than six (6) feet in height.

14. Boats, trailers, horse trailers, and/or other vehicles which are not normally used as everyday transportation may be kept on the premises provided they are parked in the rear area of the residence. No more than two (2) such recreational vehicles may be maintained on said premises at one time, without prior approval of the Homeowners Committee.

15. No sign or billboards will be permitted on any lot in said plat except those advertising the sale or rental of such property, provided that such signs do not exceed five (5) feet in area.

16. Fuel storage tanks, not to exceed one thousand (1,000) gallons may be kept on the premises as long as they are painted and properly maintained and remain above ground.

17. Each property owner is responsible for the proper

disposal of garbage, trash and other refuse. Disposal of refuse by burning will not be permitted but all refuse shall be carried away from the addition and properly disposed of. No trash or refuse may be thrown or dumped on any vacant lot in the addition, each owner of vacant lots in the addition shall be required to keep said lots in presentable condition. The owners may not store, collect or accumulate in the yard area any refuse, debris, lumber or other building materials or any non-functional equipment, tools or furniture. Furthermore, dilapidated or abandoned motor vehicles and other refuse shall not be allowed unless it is stored in a building.

18. No commercial vehicles over 2 1/2 tons shall be allowed to drive in or park in this addition.

19. No building or structure shall be constructed or maintained upon any lot which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any lot shall be commenced which will or tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, wire or easement, or which will or tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement.

20. The areas shown on the plat as easements are hereby dedicated to be used for the construction and maintenance of utility facilities above and beneath the surface of the ground, for supplying of electric power and energy, telephone service, gas, water or other utility services by any person, firm or corporation engaged in supplying such services to the public. Said person, firm or corporation shall have access to such easements at any time for said purposes. Within these easements, no structure or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities.

21. The owner of each lot shall provide the required facilities to take and receive electric, telephone and other utility services leading from the source of supply to any improvement erected on said lot by means of underground service conductors. No lot owner shall demand or require the furnishing of electric service, telephone service and other utilities through or from overhead wiring facilities so long as these services are available from an underground

distribution system.

22. The restrictions herein set forth shall run with the land and being the present owners, their successors and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree and covenant with the owners of said lots, their successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon.

23. The owner and owners of any lots shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of restrictions above set forth, and may recover necessary attorney's fees incident to said injunction proceedings in addition to all legal action for damages for failure of any owner or owners of any lot or lots shown on this plat to comply with any of the restrictions herein set forth. An invalidation of any one 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.

24. In the event of any breach of covenants, conditions, reservations or restrictions herein contained, delay or omission on the part on any owners of lots in the OKLAHOMA TERRITORY development in exercising any rights, powers or remedies provided herein, shall not be construed as a waiver thereof or acquiescence therein. No right or action shall accrue, nor shall any action be brought or maintained against the Committee, or any other person, for failure to bring any action by reason of any breach of these covenants, conditions, reservations or restrictions or for imposing any restrictions which may be later determined as legally unenforceable.

25. For the purpose of maintaining roads, traffic control, general planting within the roadway areas, and all common community services of every kind and nature required or desired within the addition for the general use and benefit of all lot owners, each and every lot owner in accepting a Deed or Contract for any lot in the Addition, agrees to and shall be subject to the obligations and duly enacted Bylaws and rules of the OKLAHOMA TERRITORY development organization composed of each lot owner(s). The initial Committee shall consist of Christopher K. Stinnett, Connie

S. Stinnett, Philip K. Stinnett, Sr. and Lillian P.  
Stinnett, 3601 Stinnett Place, Guthrie, OK 73044.

Dated this      day of                      2007

Signed for identification

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Lillian P. Stinnett, Owner

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

NOTARY