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JERRY DEWODDY
OKLAHOMA COUNTY CLERK
RECORDED AND FILED

RESERVATIONS AND RESTRICTIONS

PERTAINING TO:

BIG VALLEY SOUTH

For the purposes of providing adequate restrictive covenants for the mutual benefit of ourselves and successors in title to the tracts hereinafter described, we do hereby impose the following RESTRICTIONS, covenants and reservations that shall be encumbent upon all transferees, grantees and successors in title or interest:

BIG VALLEY SOUTH, being the Northeast Quarter (N.E. 1/4) of Section Twenty-four (24), Township Thirteen North (T-13-N), Range One East (R-1-E) of the Indian Meridian, Oklahoma County, Oklahoma. Contains 160 acres more or less. Surface rights only.

I.

All lots shall be known and designated as residential building plots. No house shall be erected, altered, placed or permitted to remain on other than a permanent stemwall foundation or concrete slab.

II.

No residential building lots shall be resubdivided into building lots of less than that already platted.

III.

No business, trade, or commercial activity shall be carried on upon any residential lot. No obnoxious 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.

IV.

No structure of temporary character, tent, shack, barn or other outbuildings shall be used on any tract at any time as a residence, either temporary or permanent. Mobile homes shall be permitted, installed and maintained, provided the mobile home be at least seven hundred (700) square feet in size, skirted with matching professional materials, and tied down and anchored according to law, BEFORE OCCUPIED. The porch stairway must be professional and of a safe nature, also it should be compatible in appearance. Storage under mobile homes will not be permitted. No additions to mobile homes will be permitted other than those additions done by professional craftsmen.

V.

All driveways and any access to the lots within the subdivision must use the private roadway easement as set forth in the plat thereof.

VI.

No trash, junk cars or other refuse may be placed, thrown or dumped on any lot. Each owner of a vacant lot is required to keep said lot in a presentable condition and any non-burnable refuse must be hauled away for disposal.

VII.

All outbuildings shall be of new construction, neat in appearance and be placed to the rear of the dwelling, if topographically possible.

VIII.

Wells and septic tanks must conform to minimum State Health Department regulations and shall be constructed in accordance with the recommendation called for as a result of a percolation test. It shall be necessary for the contract or contractor-builder, prior to covering any septic tank system to notify the Health Department that the septic tank system is ready for his final inspection. If the well is located on an uphill slope, the well must be fifty feet (50') from the septic tank system, and seventy-five (75') feet if the well is located on a ground level, and one hundred (100') feet if the well is located on a downhill slope. Well casings will be cemented for a distance of ten (10') feet below the surface of the ground. No well or septic tank system may be constructed on one lot which would interfere with the proper drainage either on the lot of the owner, or any other lot.

IX.

The minimum construction standards will be those contained in the National Building Code, National Electric Code, National Plumbing Code, and the ASHRA.

X.

No buildings shall be located nearer than twenty-five (25') to the front property line, fifty (50') feet to the rear property line, or twenty-five (25') feet to any interior property line.

XI.

Easements for installation and maintenance of utilities and drainage facilities are reserved and recorded. The areas so reserved are hereby dedicated to use for the construction and maintenance of utility facilities above and beneath the surface of the ground for the supplying of electric power and energy, telephone service, gas, water and other utility services by any person, firm, or corporation engaged in supplying such services to the public.

XII.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2002 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 said lots has been recorded, agreeing to change said covenants in whole or in part.

XIII.

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 person or persons owning any of the above-described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to either prevent him or them from doing or recover damages for such violations.

XIV.

Invalidation of any one of these covenants by judgement of court order shall in no way effect any of the other provisions which shall remain in full force and effect.

Dated this 17th day of July, 1985.

31 Lots
Big Valley South

Paul Howard
Paul Howard - Owner

Alma Howard
Alma Howard - Owner



Before me, the undersigned, a Notary Public, in and for said County and State, on this 17th day of July, 1985, personally appeared Paul Howard and Alma Howard, Husband and Wife, to be known to be the identical persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed on the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

My Commission Expires 11-25-85

Jane M. Stiles
Notary Public

Return to Paul Howard
Rt. 1, Box 487-H
Noble, Okla. 73068