

CORRECTIVE OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS TO THOSE ORIGINALLY FILED ON, March 31, 2014 in Book 0897 Page 0578-0579

**OWNER'S  
CERTIFICATE,  
DEDICATION AND  
RESERVATIONS**

I-2001-537491 Book 0907 Pg 704  
10/14/2014 11:13 am Pg 0704-0705  
Fee: \$ 15.00 Doc: \$ 0.00  
Karen Bryan - McCurtain County Clerk  
State of Oklahoma



STATE OF OKLAHOMA )  
) SS.  
MCCURTAIN COUNTY )

KNOW ALL MEN BY THESE PRESENTS:

That the owner/s of Hochatown Trails, located in McCurtain County, State of Oklahoma, described as follows:

*Township 5 South, Range 24 East*

*Section 1: Lot 2 lying North and West of centerline of Old Hochatown Rd.*

*E½ of Lot 3 LESS & EXCEPT a tract of land for cemetery containing 2.97 acres, more or less, described as follows: Beginning at a point on the South line of Lot 3 345.41 feet East of the Southwest corner thereof; Thence East 400.00 feet; Thence North 250.00 feet; Thence West 576.00 feet, more or less, to a point on the Easterly right of way line of U.S. Highway 259; Thence Southeasterly along said right of way line to a point on the South line of said Lot 3; Thence East along said South line 58.00 feet, more or less, to the Point of Beginning; AND LESS & EXCEPT a tract of land sold to Chapel of the Pines Baptist Church by Warranty Deed dated 10/22/01, recorded in Book 676, Page 259 of the deed records of McCurtain County, Oklahoma; AND LESS & EXCEPT a tract of land sold to Hochatown First Assembly of God, Inc. by Warranty Deed dated 6/16/98, recorded in Book 620, Page 762 of the deed records of McCurtain County, Oklahoma; AND LESS & EXCEPT a tract of land sold to the Trustees for Hochatown Church by Warranty Deed dated 12/29/77, recorded in Book 386, Page 414 of the deed records of McCurtain County, Oklahoma.*

*SW¼NE¼ lying North and West of centerline of Old Hochatown Road, McCurtain County, Oklahoma, subject to all recorded easements, restrictions, reservation or rights of way.*

Hereby certifies that it has caused the same to be surveyed into 29 lots under the name of Hochatown Trails, and does hereby dedicate to public use, subject to the conditions and restrictions hereinafter named, all of the roads upon said plat. We further dedicate and reserve a 40-foot drainage and utility easement upon all roads upon said plat, for the installation and maintenance of utilities. All land so dedicated to public use, is free and clear of all encumbrances.

**PROTECTIVE COVENANTS**

For the purpose of providing an orderly development of the entire lot, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of Hochatown Trails property owners, I hereby impose the following restrictions and reservations:

- (1) Hochatown Trails has 29 lots, one (1) through twenty-nine (29), used solely for residential purposes.
- (2) Lots 1-14, shall be built upon the designated residential tract and contain a minimum of one-thousand (1000) square feet of living area. Lots 14-29 shall have a, four-hundred (400) square feet minimum of living area.
- (3) Lots 1 thru 10 and lots 13 thru 23 shall have one single-family dwelling to be erected per lot. Lots 11 and 12 may have two single family dwellings. Lots 24-29 have a 1 single family dwelling per 1/2 acre OR as the Oklahoma Department of Environmental Quality or any other governing statute shall allow.
- (4) No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one (1) detached single family dwelling and a private garage and other outbuildings incidental to residential use of the building site.

(10) Driveways for personal use must originate from a point of the original dedicated/platted roads of said development and shall terminate at a point not outside of owner's original lot. It is the intent of this covenant to prohibit ingress and egress from any other area or adjoining property. Exception: The original land owner/s of the adjoining and/or adjacent and filed developments. If written easements are signed and filed by all owners of any lot or partial lot that said easements are intended for, then these easements are valid.

(11) Easements for installation and maintenance of public and/or private utilities and drainage facilities are herein reserved and 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 cause 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 tract, except for those improvements for which a public authority or utility company is responsible.

(12) No detached garage or other outbuilding shall be permitted in the easements herein reserved.

(13) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any site except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, and further provided that said animals do not become nuisances to the surrounding property owners.

(14) There shall be a maximum of 2 (two) signs, of any kind, that shall be displayed to the public view on any lot. The two professional signs shall be of not more than five (5) square foot, one sign of not more than five (5) square feet advertising the property for sale and one sign used by a builder during the construction, sales period and/or to also serve as address and or name of structure.

(15) No debris, junk or unsightly accumulation of materials shall be allowed to remain on the premises.

(16) No lot shall be used for outside storage; any materials or motorized vehicles shall be stored on premises must be kept in an enclosure, complete with roof and sides.

(17) Fuel storage units of 25 gallons or more for the single family dwelling, may be buried or above ground and must not be seen from public road/s OR it is to have an enclosure to keep from public view.

(18) No automobile or automobiles may be parked on said premises unless such automobile is on inflated tires and in mechanical operating condition.

(19) An owner/s of a Hochatown Trails lot may park a motor home, camper trailer, upon the building plot owned by said owner during the construction period, provided said construction period cannot exceed six (6) months.

(20) Any fence constructed by any lot owner must be done with prior approval of Hochatown Trails and in no event shall said fence be allowed to interfere with or cross easements herein reserved on the plot. Any fences shall not be higher than 36 inches and shall have voids of not less than 4 inches. EXCEPTION to fence standard is ONLY for those whose lot adjoins other property outside the Hochatown Trails.

(21) No building shall be erected nearer than 20 feet to the platted and dedicated roads and/or easements. No building shall be erected nearer than 10 feet from any other property line.

(22) No existing erected buildings or structures of any sort may be moved onto and/or placed on any portion of the above development, it being the intention of this covenant to definitely prohibit the moving onto and placing of any existing structure whatsoever on any tract in said development.

(23) The use of firearms within development is strictly prohibited.

(24) 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 Hochatown Trails to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent him or them from so doing or to recover damages or other dues for such violation.

(25) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by the owners of a majority of the lots has been recorded, to change said covenants in whole or in part.

(26) Invalidation of any of these covenants by judgment or court order shall in no ways effect any of the other provisions, which shall remain in full force and effect.

(27) At such time that the owner/s of Hochatown Trails has sold more than 50% of lots, a Home Owner's Association may be formed, to continue providing adequate restrictive covenants for the mutual benefit of Hochatown Trails property owners

**HOCHATOWN TRAILS**

By: 

Sean Huffman (Managing Member)