

456

DEDICATION OF DUCHESS CREEK ESTATES, A SUBDIVISION OF
A PART OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 18 EAST
MCINTOSH COUNTY, OKLAHOMA

C. E. Fiveash and E. E. McLaughlin, do hereby certify that they are the owners of the only entity to have any right, title or interest in the land shown and described as DUCHESS CREEK ESTATES, a subdivision, said property being properly described as follows:

E 1/2 NE 1/4 NW 1/4 NW 1/4, the NE diagonal 1/2 of the NE 1/4 SE 1/4 NW 1/4
NW 1/4, NW 1/4 NE 1/4 NW 1/4, N 1/2 SW 1/4 NE 1/4 NW 1/4, W 1/2 NE 1/4 NE 1/4 NW 1/4, NE 1/4 NE 1/4 NE 1/4
NW 1/4, NW 1/4 SE 1/4 NE 1/4 NW 1/4, S 1/2 SE 1/4 NE 1/4 NW 1/4, S 1/2 NE 1/4 SE 1/4 NE 1/4 NW 1/4,
E 1/2 SE 1/4 SW 1/4 NE 1/4 NW 1/4, the NE diagonal 1/2 of the W 1/2 SE 1/4 SW 1/4 NE 1/4
NW 1/4, all in Sec. 14, Township 10 North, Range 18 East,
McIntosh County, Oklahoma, containing 39.38 acres more or
less

That said map and plat attached hereto is a correct survey of said property made with consent of the owners and said owners hereby dedicate to the public use, all of the streets and avenues shown on said map; that said owners hereby guarantee clear title to the land so dedicated from ourselves, heirs, and assigns forever and have caused same to be released from all encumbrances, except all of the oil, gas and other minerals which are hereby reserved and subject to all rights acquired therein by the USA.

For the purpose of providing an orderly development of the above described tract, and in order to provide adequate restrictive covenants for the mutual benefit of the owner and their successors in title to the sub-divisions of said tract (hereinafter referred to as lots) the said owner does hereby impose the following restrictions and reservations and create the easement to which shall be binding upon owners and their successors and assigns, to-wit:

1. All lots shall be for single family residential use only, and no more than one dwelling shall be placed on any lot.
2. Each dwelling shall have a minimum floor area of 600 sq. ft., exclusive of garage, porches, or patios and decks, each dwelling shall not be more than one-story in height; unless approved by the undersigned owners as outlined in paragraph 16 below.
3. The exterior walls of any dwelling or building, constructed on any lot shall be of wood, stone, asbestos shingles, prefinished metal siding, masonry, glass, or combination thereof. In no case shall any roll type roofing material, or composition roof shingle material be used as exterior wall finish, nor shall the roof of any such dwelling, or building, be finished asphaltic roll roofing material, except that a built up roof, with gravel surface added at the time of construction may be used.
4. All dwellings shall be placed on permanent-type foundations and footings, or piers.
5. No business, trade, or commercial activity, shall be carried on at any time upon any lot.
6. No animals, including fowls, shall at any time be raised, bred, or kept on any lot, except that not more than two each of any common household pet, that are not used, bred, or maintained for any commercial purposes, may be kept. Swine, cattle, horses, sheep, goats, or any animal or fowl normally found in the wild state, are not to be considered household pets.
7. Any fence that is constructed on any lot shall not exceed a height of five feet and shall be of materials that are normally used for residential purposes and shall not be built in such a manner to obstruct the reasonable view from, or passage of air to and from the neighboring properties. No corrugated metal or plastic fence that is not normally considered to be residential in type shall be placed on any lot.

457

8. No vehicle, or machinery, that is in salvage condition, or is in the process of being torn down or repaired, or is in a state of junk, nor any other type salvage or junk material, is to be placed, or kept, or permitted to remain on any lot in such a manner that it may be seen from any of the neighboring properties or from any street in or adjacent to the sub-division.
9. No house trailer, tent, shack, garage, barn, outbuilding, or any temporary or movable structure, shall at any time be used for residential purposes on any lot.
10. Each dwelling constructed on any lot shall have modern sanitary facilities, and any septic systems shall be constructed and installed in accordance with the regulations of the Oklahoma State Department of Health. Lot owner shall furnish the undersigned a copy of the Oklahoma State Health Dept. report approving the septic tank installation.
11. No part of any building shall be placed nearer than 20' to any street line, nor nearer 6' to any side lot line.
12. No structure, other than fencing, shall be placed on any easement area shown on recorded plat.
13. No noxious, offensive, unsightly, malodorous, or unhealthy activity or condition shall be carried on or be permitted to remain, upon any lot.
14. The exterior of any dwelling, including installation of windows and doors, shall be completed and finished, not later than 18 months after initiation of installation of the foundation, or initiation of any construction, therefore or thereon. Should the exterior not be completed and finished within said 18 months, then the undersigned shall have the right to enter upon the property and to complete the exterior of any buildings initiated, whereupon the guarantee of the property shall immediately pay the undersigned the full costs of such completion and finishing, or shall automatically grant lien rights for such.
15. Nothing contained in this declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but titles to any property subject to this declaration obtained through sale in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the protective restrictions thereof.
16. No building, fence, wall, or any type structure, shall be commenced, erected, or maintained, nor shall any addition thereto, or change or alternation therein be made until plans and specifications, plot plan and grading plan, therefore, or information satisfactory to the undersigned shall have been submitted to and approved in writing by the undersigned, and a copy thereof is finally approved and lodged with the undersigned. In passing on such plans, specifications, plot plan and grading plan, the undersigned may take into consideration the suitability of the proposed building or other structures, and of the materials of which it is to be build, to the site upon which it is proposed to erect the same and the harmony thereof with the surroundings and the effect of the building or other structures as planned on the outlook from the adjacent or neighboring property.
 - A. For purpose of approving said plans and specifications any one of the undersigned may act with respect to such approval.
 - B. Should plans be submitted and no action taken by the undersigned within 30 days of the submission of said plans, then in such case such plans shall be deemed approved.

The owner reserves the right at their option to assign this right of approval of plan of dwellings to a Home Owners Association or similar organizations with the sub-division if, and at that time as the owners may choose this right.

