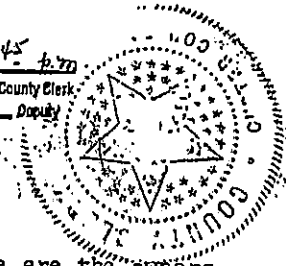


7003 C.V.

State of Oklahoma, Custer County, ss. Filed Jan 19, 1968 at 445 P.M.
Recorded in Book 220, Page 470 M. S. BICK ESLECK, County Clerk.
Created Original Instrument By Maria Stangis Deputy



PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

We, the undersigned, hereby certify that we are the owners in fee simple of all of

SIGHTS ACRES ADDITION (1968) TO THE CITY OF CLINTON, OKLAHOMA,

and for the purposes of providing an orderly development of said tract, to prevent the impairment of the attractiveness, character and value of the property therein, and to provide adequate protective covenants for the mutual benefit of ourselves and our successors in title, we do hereby impose the following protective covenants on said tract:

1. No building shall be erected, placed or altered on the above described tract until after the building plans, specifications, and plat plan showing the location of such building have been approved in writing by a majority of the members of a committee composed of Opal C. Lee, Charles J. Oliver, and Dorothy Fay Oliver, or their authorized representative or successor, for conformity and harmony of exterior design with existing structures on said tract and as to the location of such building with respect to property and building set-back lines. Such approval may be granted by a representative designated in writing 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 for said deceased or resigned member. In the event said committee or its said representative fails to approve or disapprove plans within thirty days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin construction has been commenced prior to its completion, such approval shall not be required and compliance with this covenant shall be deemed to have been made. Neither the members of said committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Said



committee and their successor or successors and said designated representative or representatives shall act and serve until July 1, 1987, at which time the owners of record of 2/3 of the area of said tract may designate, in writing, a new committee composed of at least three persons, providing for orderly succession to said persons so designated, and all persons so designated shall thereafter have all of the powers of said committee hereinabove set forth for an additional term as specified in said written instrument, which written instrument must be filed of record in the office of the County Clerk of Custer County, Oklahoma. In the event said writing is not so filed then the existing committee shall continue as such until the said designation has been duly recorded as hereinabove set forth.

2. Only multi-family, duplex or apartment buildings not to exceed three stories in height, and with not less than 950 square feet of floor space in each unit, with garages, access buildings, and carports necessary thereto may be constructed or erected on any building site in said tract. No building or structure of any kind may be placed, erected for, or used for business, professional, trade or commercial purposes, except for the management or rental of apartments located in the Addition.

3. No structure, temporary or permanent, shall be placed or permitted to remain in any area heretofore or hereafter designated as a utility easement area which shall damage or interfere with the maintenance of utility or which shall change the direction or flow of drainage in the easement, or which may obstruct or retard flowing of water through any drainage facility. Such easements area shall be continuously maintained by the owner thereof except when there are improvements thereon for which a public utility or municipal corporation is responsible.

4. No noxious or offensive trade or activity shall be conducted in said tract, nor shall anything be done in said tract which may be or may become an annoyance or nuisance to the neighborhood. No trash, ashes or other refuse of any kind may be thrown, placed or dumped in said tract. The committee mentioned



in paragraph numbered 1 hereof shall have the right to enter onto any property on which such trash, ashes or other refuse has been thrown, placed or dumped and remove the same and charge the cost thereof to the owner of the property on which the same has been thrown, placed or dumped. No structure of temporary character, trailer, basement, tent, shack, garage, barn or outbuilding shall be used in said tract as a residence, either temporary or permanently, and no servants' quarters or garage apartments shall be used as a main residence, either temporarily or permanently. No structure of a temporary character, trailer, tent or shack shall be constructed or placed on any property in said tract except for a tool or equipment shed needed by a building contractor during the construction of a dwelling and any such shed shall be razed or removed after the dwelling has been completed.

5. No animals, livestock or poultry of any kind shall be raised, bred or kept in said tract, except that dogs, cats, and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

6. No building or structure, or any part thereof, shall be located nearer to Rawlings Drive than the building lines shown on the plat of said Addition except a non-enclosed porch may extend to a point not closer than 17 feet to said Rawlings Drive.

7. No residence shall be erected, placed or constructed in said tract unless at least seventy per cent of the exterior walls of the first story are constructed of brick, brick veneer, stone or stone veneer. However, in connection with determining of such seventy per cent, the area of the exterior walls shall be determined excluding windows and doors. In determining this limitation in instances where a dwelling has a gable-type or mansard roof and a part of the exterior walls extend above the level of the interior room ceiling because of such gable-type



or mansard roof, then that portion of said wall so extending above interior room ceiling heights may be constructed of wood or other approved material and such area shall not be included in the area of the exterior walls for the purpose of this provision. Garages and carports may be constructed of steel or a combination of wood and steel.

8. No existing erected building or structure of any kind may be moved onto or placed on said tract.

9. No billboards, advertising boards, advertising structures or signs may be erected or maintained in said tract except that signs or billboards advertising the rental or sale of property in said tract can be erected and maintained provided they do not exceed six square feet in size, unless special consent for larger signs for such purpose is obtained in writing from the committee hereinabove mentioned.

10. These covenants are to run with the land and shall be binding on all parties owning any part of said real estate until January 1, 1992, and thereafter shall be automatically extended for successive periods of ten years each until and unless the owners of 2/3 of the area of said tract modify, delete or change them in writing.

11. If any person, firm or corporation owning or occupying all or any part of said tract violates any of these covenants and thereafter refuses to correct the same and refuses to abide by said covenants, then any owner of any property in said tract may instigate legal proceedings to enjoin, abate or correct such violation or violations and the person, firm or corporation found to have committed such violation shall pay all attorneys fees, court costs, and other necessary expenses of any such litigation. The amount of said attorneys fees, court costs and other expenses so assessed by the court shall become a lien upon the real estate owned by the violator, which lien shall attach as of the date said proceedings are instituted and shall be subject to foreclosure



in such action in the same manner as foreclosure of mechanic's and materialmen's lien is provided by the statutes of the State of Oklahoma. In no event shall any of the property herein described revert to the grantors or their heirs or successors for violation of any of these covenants.

12. Invalidation of any one of these covenants, or any part of 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.

Dated this January 19th, 1968.

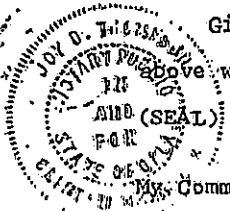
Charles J. Oliver
(Charles J. Oliver)

Dorothy Fay Oliver
(Dorothy Fay Oliver)

State of Oklahoma,
County of Custer, :ss

Before me, the undersigned, a Notary Public, in and for said County and State on this 19th day of January, 1968, personally appeared Charles J. Oliver and Dorothy Fay Oliver, 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 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 of office the day and year last above written.



Joy D. Thompson
NOTARY PUBLIC

My Commission Expires:
February 8th, 1971



Oliver Insurance
Bk. 396 - Clintons

State of Oklahoma, Custer County, ss. Filed AUG 6 1971 ⁴⁵ 8-am
Recorded in Book 264 Page 131 M. F. DICK ESTICK, County Clerk
Grantor Grantee Numerial By Oliver Insurance Deputy

AMENDMENT OF DEDICATIONS

WHEREAS, on January 12, 1968, the undersigned Charles J. Oliver and Dorothy Fay Oliver, his wife, executed Owner's Certificate and Dedication of SIGHTS ACRES ADDITION (1968) TO THE CITY OF CLINTON, OKLAHOMA, which is recorded in Volume 220, Pages 427-30, of the Records in the office of the County Clerk of Custer County, Oklahoma; and

WHEREAS, said Olivers on April 30, 1970, executed Owner's Certificate and Dedication covering SIGHTS ACRES ADDITION (1970) TO THE CITY OF CLINTON, OKLAHOMA, which is recorded in Volume 247, Pages 348-50, of said Records; and

WHEREAS, said Olivers desire to make an addition to both of said dedications.

NOW, THEREFORE, the undersigned hereby amend both of said dedications by adding the following thereto, which shall cover all real estate described in both of said certificates and dedications hereinabove mentioned:

No poles of any kind may be erected or placed in any street, avenue or utility easement in said SIGHTS ACRES ADDITION (1968) TO THE CITY OF CLINTON, OKLAHOMA, and in said SIGHTS ACRES ADDITION (1970) TO THE CITY OF CLINTON, OKLAHOMA, except electric street light poles and the following further exception:

(a) The supplier of electric service, through its authorized agents and employees shall at all times have right of access to all utility easements shown on the plat of said Additions for the purpose of installing, maintaining, removing or placing any portion of said electric facilities so installed by it.

Dated this August 5th, 1971.

Charles J. Oliver
(Charles J. Oliver)
Dorothy Fay Oliver
(Dorothy Fay Oliver)

State of Oklahoma, ;ss
County of Custer,

Before me the undersigned, a Notary Public in and for said County and State, on this 5th day of August, 1971, personally appeared Charles J. Oliver and Dorothy Fay Oliver, his wife, 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 of office the day and year last above written.

W. Lodge
Notary Public

(SEAL)
My commission expires:
8-19-74



Hanington (P50)
Part 3
Chelan, WA
7.00

BOOK 330 PAGE 619

Block 3

AMENDMENT TO DEED OF DEDICATION
OF SIGHTS ACRES (1967) ADDITION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the sole owners of all the lots in all the blocks in Sights Acres (1967) Addition, an Addition in Custer County, State of Oklahoma, duly recorded ~~in Book No. Bk 214, P 362~~ and filed for record in the office of the County Clerk of Custer County, State of Oklahoma, ~~in Book No. Bk 214, P 362~~ on the 26 day of July, 19 67, and

WHEREAS, attached to said Plat and made a part thereof is a Deed of Dedication containing certain restrictive covenants for the mutual benefit of the dedicators and the successors in title to said lots in said Addition, and

WHEREAS, the undersigned, as sole owners of all the lots in all the blocks in said Addition, desire to add to the restrictive covenants contained in said Deed of Dedication attached to said Plat, an additional covenant to be numbered 18, all for the mutual benefit of the owners and successors in title to lots in said Addition.

NOW, THEREFORE, the owners of all the lots in all the blocks in Sights Acres (1967) Addition, an Addition in Custer County, State of Oklahoma, do hereby amend the Deed of Dedication and restrictive covenants contained therein by adding Covenant No. 18 as follows:

No overhead pole lines for the supply of electric service may be located in addition.

Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement ways.

(b) Except to houses on lots described in paragraph (a) above, which may be served from overhead electric service lines, underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.

(c) The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.

(d) The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The Company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

(e) The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound thereby.

MAR 31 1977 2:45 PM
State of Oklahoma, Custer County, ss. Filed
Recorded in Book 330, Page 19-21
By Margaret Kline, County Clerk
Grantor: Ernest M. Hanington



Provided, however, that said Deed of Dedication and all other restrictive covenants contained therein shall remain in full force and effect, as shown on the Plat of Sights Acres (1967) Addition, recorded as Book 214 P. 362, duly filed for record the 26 day of July, 19 67, as ~~Instrument No.~~ in the Office of the County Clerk of Custer County, State of Oklahoma.

IN WITNESS WHEREOF, Parties hereto have duly executed this Amendment to the Deed of Dedication as aforesaid on this the 11 day of March, 19 77.

Glenn Wermy
Glenn Wermy 3-23

Roberta Wermy
Roberta Wermy, Spouse

Garl A. Mardis
Garl A. Mardis 3-23

Susan F. Mardis
Susan F. Mardis, Spouse

Charles G. Jack
Charles G. Jack. 3. 23

Gay C. Jack
Gay C. Jack, Spouse

STATE OF OKLAHOMA, COUNTY OF CUSTER, SS:

The foregoing instrument was acknowledged before me this 12 day of March, 1977, by Glenn Wermy, Roberta Wermy, Garl A. Mardis, Susan F. Mardis, Charles G. Jack, Gay C. Jack.

My Commission Expires: 2-5-81

Ruth Parrett
Notary Public

R. J. King
R. J. King 3-23

Virginia L. King
Virginia L. King, Spouse

Don O. Scales
Don O. Scales 3-23

Diana L. Scales
Diana L. Scales, Spouse

Dennis A. Severson
Dennis A. Severson 3-23

STATE OF OKLAHOMA, COUNTY OF CUSTER, SS:

The foregoing instrument was acknowledged before me this 17 day of March, 1977, by R. J. King, Virginia L. King, Don O. Scales, Diana L. Scales, Dennis A. Severson, Shelley Severson.

My Commission Expires: 2-5-81

Ruth Parrett
Notary Public



C. R. Wilson 3-27

Henry C. Taylor 7-22

Fred W. Barr 3-24

Jennie Mae Wilson, Spouse

Mary Alice Taylor, Spouse

Georgia Barr, Spouse

STATE OF OKLAHOMA, COUNTY OF CUSTER, SS:

The foregoing instrument was acknowledged before me this 30 day of March, 1977, by C. R. Wilson, Jennie Mae Wilson, Henry C. Taylor, Mary Alice Taylor, Fred W. Barr, Georgia Barr.

My Commission Expires: 2-5-81

Ruth Parrett
Notary Public

Richard E. Smalley 3-P 32

James W. Lowry, II 3-22

Candace J. Smalley, Spouse

Betty Jo Lowry, Spouse

STATE OF OKLAHOMA, COUNTY OF CUSTER, SS:

The foregoing instrument was acknowledged before me this 28 day of March, 1977, by Richard E. Smalley, Candace J. Smalley, James W. Lowry, II, Betty Jo Lowry.

My Commission Expires: 2-5-81

Ruth Parrett
Notary Public

Gary L. Heintz 7-25

Jim G. Richert 3-20

Walter J. Joyce, 3-20

Helen Jo Heintz, Spouse

Lynda K. Richert, Spouse

Rodean A. Joyce

STATE OF OKLAHOMA, COUNTY OF CUSTER, SS:

The foregoing instrument was acknowledged before me this 16 day of March, 1977, by Gary L. Heintz, Helen Jo Heintz, Jim G. Richert, Lynda K. Richert, Walter J. Joyce, Rodean A. Joyce.

My Commission Expires: 2-5-81

Ruth Parrett
Notary Public

