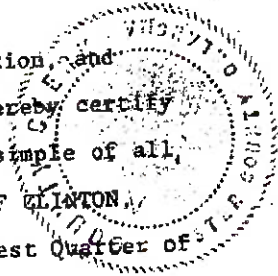


PROTECTIVE COVENANTS FOR SIGHTS ACRES ADDITION (1982)
TO THE CITY OF CLINTON, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

SIGHTS - LEE ENTERPRISES, INC., a corporation, and CHARLES OLIVER INCORPORATED, a corporation, hereby certify that said corporations are the owners in fee simple of all of SIGHTS ACRES ADDITION (1982) TO THE CITY OF CLINTON, OKLAHOMA, a subdivision of part of the Southwest Quarter of Section 22, Township 12 North, Range 17, W.I.M., Custer County, Oklahoma, and for the purpose of providing for the orderly development of said Addition, to prevent the impairment of the attractiveness, character and value of the property in said Addition, and to provide adequate protective covenants for the benefit of SIGHTS - LEE ENTERPRISES, INC., and CHARLES OLIVER INCORPORATED, and their successors in title, the following protective covenants are hereby imposed on said Addition:



1. All property within said Addition shall be used for residential purposes and all lots of said Addition, except Lots 8 through 23, both inclusive, Block 15 of said Addition, are hereby designated as single-family residential lots. Lots 8 through 23, both inclusive, of Block 15 of said Addition, are hereby designated as multiple-family residential lots. No filling stations, garages, restaurants, beauty parlors, grocery stores, professional offices, churches, nursing homes, or any other business or professional or medical or church establishments of any kind or nature, or any appurtenances thereto, shall be erected in or on any of said lots or any part thereof and no property in said Addition shall be used for any of said purposes. No structure shall be erected, altered, placed or permitted on any single-family residential lot other than one detached single-family dwelling, not to exceed two and one-half stories in height, including a garage for not less than two automobiles and servants quarters or other outbuildings



State of Oklahoma, Custer County, ss. AUG 27 1982 245 pm -1-
Recorded in Book 523, Page 90-101. Cathy Klein, County Clerk
with Original Numerical By: Diana A. [Signature]

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necessary or desirable in connection with said dwelling and the residential use thereof. Multiple-family structures on multiple-family residential lots shall be limited to a maximum of eight family units and shall not exceed two and one-half stories in height. Multiple-family structures shall include at least a garage or carport with built-in storage for at least one automobile for each family unit. No structure shall be erected, altered, placed or permitted on any multiple-family residential lot without the approval of the architectural control committee.

2. No building shall be erected, placed or altered in said Addition until after the building plan, specifications and the plot plan showing the location of such building have been approved in writing as to conformity and harmony of exterior design with the exterior of existing structures in the Addition and as to location of the building with respect to topography and finish grade elevation, by a committee, to be known as the architectural control committee, composed of DOROTHY FAY OLIVER, FLORENCE HAYES, and a third member to be designated by the other members of the committee, or by a representative designated 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 designated 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. None of the members of said committee shall be entitled to any compensation for services performed pursuant to this covenant. Said committee members



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and their successor or successors shall act and serve until January 1, 2003, at which time the owners of record of two-thirds of the area of said Addition 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 hereinabove set forth of said committee 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 same designation has been duly recorded as hereinabove set forth.

3. No fence, enclosure, carport, or any other structure, shall be constructed, erected, placed or maintained between the front lot line and the building set-back line shown on the plat of said Addition, except for fencing comprising an essential element of a multiple-family residential plot.

4. No buildings shall be erected on Lots 1 and 2, Block 8 of said Addition, Lots 4 through 7, both inclusive, Block 12 of said Addition, and Lots 4 through 10, both inclusive, Block 13 of said Addition, nearer than 7 1/2 feet to any side lot line and the minimum distance between dwellings shall be 15 feet, except as hereinafter provided. No building shall be erected on any single-family residential lot in the remainder of said Addition, nearer than 6 feet to any side lot line and the minimum distance between dwellings shall be 12 feet, except as hereinafter provided. Detached garages or outbuildings located more than 75 feet from the front lot line may be located within 5 feet of any side lot line. Eaves, steps and open porches shall not be considered a part of the building. The front lot line shall be the lot line adjacent to the street except in the event of a lot

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adjacent to two streets, the front lot line shall be indicated by a 25 feet building set-back line on the plat of said Addition. No structure over one story in height shall be placed or erected on a single-family lot nearer than 10 feet to any side lot line or nearer than 25 feet to any rear lot line.

5. No single-family dwelling shall be erected or placed on any building lot which lot has an area of less than six thousand square feet and no such dwelling shall be erected or placed on any lot having a width of less than seventy-five feet at the front building set-back line.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said Addition. Within these easements, no detached garage, outbuilding or permanent structure shall be placed or permitted to remain. No fence or temporary structure shall be placed or permitted to remain in said easements which shall damage or interfere with the maintenance of utilities or which may obstruct or retard flowing of water through such drainage facilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public utility or municipal corporation is responsible.

7. No noxious or offensive trade or activity shall be conducted in said Addition, nor shall anything be done in said Addition 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 Addition. The architectural control committee mentioned in Paragraph 2 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

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same has been thrown, placed or dumped. No structure of temporary character, trailer, basement, tent, shack, garage, barn or outbuildings shall be used in said Addition as a 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 Addition, 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.

8. No trucks of over 3/4 ton capacity, utility trailers, travel trailers, trucks with campers, motor homes, buses, recreational vehicles, boats, boat trailers, or inoperable or unlicensed motor vehicles shall be kept in said Addition unless stored behind the front building set-back line out of sight of the general public and properly housed or enclosed on at least three sides by a suitable fence, wall or planting of shrubs. Any such enclosure, carport or any other structure built for supplemental use including patio covers must be approved by the architectural control committee referred to in Paragraph 2 hereof. No trucks of over 3/4 ton capacity, utility trailers, travel trailers, trucks with campers, motor homes, buses, recreational vehicles, boat trailers, or inoperable or unlicensed motor vehicle shall be parked on any street or thoroughfare in said Addition for more than 24 hours.

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

10. No billboards, advertising boards, advertising structures or signs may be erected on or maintained in said Addition except that signs or billboards advertising the

rental or sale of property in said Addition may be erected and maintained provided they do not exceed six square feet in size. Special consent for larger signs for such purposes must be obtained in writing from the architectural control committee hereinabove mentioned.

11. No residence shall be erected, placed or constructed in said Addition unless at least seventy percent of the exterior walls thereof are constructed of brick veneer, stone or stone veneer. However, in connection with determination of such seventy percent, 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 height 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. In case of a residence of more than one story, the architectural control committee referred to in Paragraph 2 hereof may approve alternate materials for exterior walls. No metal buildings of any kind shall be erected, placed or constructed in said Addition including buildings with metal siding.

12. Any residence or other structure erected or constructed in the Addition must be completely finished within not more than nine months after construction commences, except for multiple-family dwellings which must be completely finished in not less than twelve months after construction commences.

13. Any residence constructed or erected on Lots 1 and 2, Block 8, of said Addition, Lots 4 through 7, both inclusive, Block 12 of said Addition, and Lots 4 through 10,

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both inclusive, Block 13 of said Addition, shall have a floor area of at least 1,750 square feet excluding open porches, breezeways and attached garages. Any residence constructed on any single family lot in the remainder of said Addition shall have a floor area of at least 1,500 square feet excluding open porches, breezeways and attached garages. Any single-family residence in said Addition of more than one story must have a first floor area of not less than 1,000 square feet excluding open porches, breezeways, and attached garages. Any residence constructed or erected on any multiple-family tract shall have a floor area of at least 800 square feet for each family living unit excluding open porches, breezeways and attached garages.

14. Ingress and egress to the street or section line road adjacent to Block 13 of said Addition on the West shall be prohibited from Lots 4 through 10, both inclusive, Block 13 and Lots 1, 13 and 14, Block 15 of said Addition.

15. No previously existing erected building or structure of any kind or nature may be moved onto or placed in said Addition.

16. No well for the production of, or from which there may be produced, oil or gas, shall be drilled or operated in said Addition, nor shall any machinery, appliance or structure be placed, operated or maintained thereon in connection with such activities.

17. The supply of electric, telephone and television cable service throughout said Addition will be provided, to the fullest extent deemed practical by facilities located underground rather than overhead. For the purpose of facilitating such installation, we hereby provide as follows:

(a) Overhead poles and lines for the supply of such service may be located along the East boundary lines of Block 8, of Block 14, and of Block 15, of said Addition

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in that portion of said Blocks reserved for utility easements along the railroad right-of-way and also along the section line road right-of-way adjacent to said Addition on the West. Except as heretofore provided, street light poles or standards shall be served by underground cable and all supply lines shall be located underground in the easements reserved for general utility services and streets shown in the plat of said Addition. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

(b) Underground service cables to all of the houses which may be located on all lots in said Addition shall 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 of said lots, provided that upon the installation of such a service cable to a particular house, the supplier of electric, telephone or television cable service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on each 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, telephone and television cable service, through his proper agents and employees shall at all times have right of access to all utility easements shown in the plat of said Addition or provided for in these covenants for the purpose of installing, maintaining, removing or replacing any portion of said underground facilities so installed by it.

(d) The owner of each lot shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity, which may interfere with

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said underground facilities. The supplier of electric, telephone and television cable service will be responsible for ordinary maintenance of underground 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 the underground electric, telephone and television cable facilities shall be enforceable by the supplier of such service, and the owner of each lot will be bound hereby.

18. At the time SIGHTS - LEE ENTERPRISES, INC. and CHARLES OLIVER INCORPORATED convey any part of said Addition heretofore designated as single-family residential lots in Paragraph 1, its conveyance will designate a lot so conveyed as a single-family residential lot and after such designation is made in said conveyance, no future owner of said lot shall make any conveyance of said residential lot so designated, except the entire lot, and not more than one residence shall be erected on said lot except for servants' quarters. In the event no such designation of a residential lot is set forth in said conveyance, then all the property contained in such conveyance shall be a one single-family residential lot. At the time that SIGHTS - LEE ENTERPRISES, INC. and CHARLES OLIVER INCORPORATED convey any part of said Addition heretofore designated as multiple-family residential lots in Paragraph 1, its conveyance will designate the number of family housing units to be permitted on such tract of land and such designation shall run with the land and no future owner shall erect or place more family housing units on said tract than the originally designated number of units. No structure shall be erected on a multiple-family tract nearer than 7 1/2 feet to any side lot line of such tract and no structure of over one story in height shall be erected on such tract nearer than 10 feet to any side lot

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line or nearer than 25 feet to any rear lot line. Individual family units on such a multiple-family tract may be conveyed as condominium units with common walls with adjacent family units.

19. The park indicated on the plat of said Addition is hereby designated as "Sights Park" and is dedicated for public use as long as it is used and maintained as a public park. In the event the area designated on the plat of said Addition as a park ceases to be used for the purpose dedicated, this dedication shall become null and void and of no further force and effect.

20. If any person, firm or corporation while owning or occupying all or any part of said Addition violates any of these covenants and thereafter refuses to correct the same and to abide by said covenants, then any owner of any property in said Addition or the architectural control committee referred to in Paragraph 2 hereof 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 materialman's liens as provided by the Statutes of the State of Oklahoma. In no event shall any of the property herein described, except for the aforesaid park area, revert to any grantor or his heirs or successors for violation of any of these covenants.

21. These covenants shall extend until January 1, 2003, and thereafter shall be automatically extended for successive periods of ten years each until and unless an

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instrument signed by the owners of two-thirds of the area of said Addition has been recorded agreeing to modify, delete or change said covenants in whole or in part.

22. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

Dated this August 19, 1982.

SIGHTS - LEE ENTERPRISES, INC.,
A Corporation

By Florence W. Hayes
Its Vice President



[Signature]
Its Secretary

CHARLES OLIVER INCORPORATED,
A Corporation

By Charles Jay Oliver
Its President



[Signature]
Its Secretary

State of Oklahoma,
County of Custer, :ss

Before me, the undersigned, a Notary Public, in and for said County and State on this 19 day of August, 1982, personally appeared Florence W. Hayes to me known to be the identical person who subscribed the name of SIGHTS - LEE ENTERPRISES, INC., to the foregoing instrument as its Vice President and acknowledged to me that she executed the same as free free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

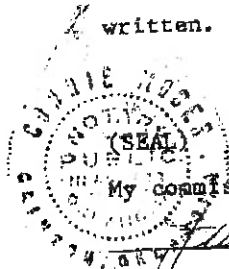


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Given under my hand and seal the day and year last above

written.

Connie Mares
Notary Public



My commission expires:

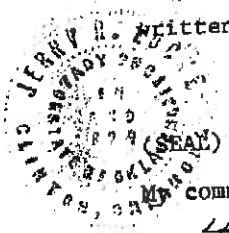
4/19/86
State of Oklahoma, :ss
County of Custer,

Before me, the undersigned, a Notary Public, in and for said County and State on this 19 day of Aug, 1982, personally appeared Connie Jay Oliver to me known to be the identical person who subscribed the name of CHARLES OLIVER INCORPORATED, to the foregoing instrument as its _____ President and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above

written.

James R. Fran
Notary Public



My commission expires:

4/1/86

