

461896

1133-727

RESERVATIONS AND RESTRICTIONS
PERTAINING TO:

Lots Seventeen (17) through Twenty Two (22), inclusive in Block 9; Lots One (1) through Nine (9), inclusive in Block 11; Lots Seven (7), Eight (8), Nine (9), Ten (10) in Block 12 all in Quail Creek South, Section II, an Addition to Okmulgee County, Oklahoma, according to the recorded plat thereof.

For the purpose 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 all be encumbent upon all transferees, grantees and successors in title or interest, to-wit:

Lots 17-22 in Block 9, Lots 1-9 in Block 11, Lots 7-10 in Block 12 all in Quail Creek South, Section II, an Addition to Okmulgee County, Oklahoma, according to the recorded plat thereof.

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. Minimum square footage shall be one thousand square feet (1000).

II.

No residential building lot shall be resubdivided into building plots of less than 2½ acres each.

III.

No business, trade or commercial activity shall be carried on upon any residential lot. No noxious 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 out-building shall be used on any tract at any time as a resident either temporary or permanent, and no structure previously used shall be moved onto any tract. Mobile homes shall be permitted, installed and maintained provided the mobile home be at least seven hundred (700) square feet in size, skirted with permanent materials, tied down and kept neat in appearance.

V.

Horses, beef animals, fowl, dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Swine may not be kept on any tract. No commercial kennels will be allowed.

VI.

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

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VII.

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 contractor or contractor-builder, prior to covering of any septic tank system to notify the Health Department Officer that the septic tank system is ready for his final inspection. In no case may a well be closer than one hundred (100) feet from any part of a septic tank system nor may a well or septic tank system on any lot be closer than fifty (50) feet to a lot line. 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.

VIII.

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

IX.

No building shall be located nearer than one hundred (100) feet to the front property line, one hundred (100) feet to the rear property line, or forty five (45) feet to any interior property line.

X.

Easements for installation and maintenance of utilities and drainage facilities are reserved and recorded. The areas to 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.

XI.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1987, 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.

XII.

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 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 violation.

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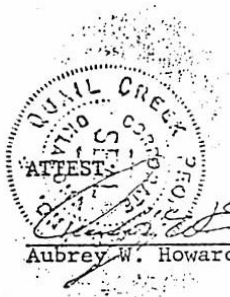
XIII.

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

DATED this 9th day of January, 1978

QUAIL CREEK PROPERTIES, INC.

Henry C. Lynch, Jr.
Henry C. Lynch, Jr., President



Aubrey W. Howard, Sec./Treas.

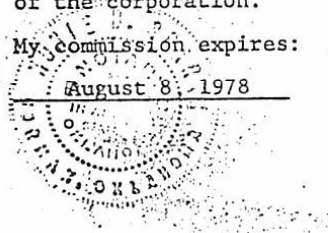
STATE OF OKLAHOMA }
COUNTY OF CLEVELAND } ss.

The foregoing instrument was acknowledged before me this 9th day of January, 1978 by Henry C. Lynch, Jr., President of QUAIL CREEK PROPERTIES, INC., an Oklahoma Corporation on behalf of the corporation.

My commission expires:

August 8, 1978

Marie B. Spahr
Notary Public



STATE OF OKLAHOMA } ss
COUNTY OF OKMULGEE }
Filed for record in the Office of
the County Clerk at 8:00 AM PM
13 Jan 1978 and recorded in
Record No. 1133 Page 727 729
MARY HUNTER, County Clerk
Mary Hunter Deputy

