

CONDITIONS, RESTRICTIONS, AND PROTECTIVE COVENANTS

YOUNG VILLA

(LOTS 1 THRU 7) A PART OF N/4 SECTION 8, TOWNSHIP 25 NORTH, RANGE 13 EAST WASHINGTON COUNTY, OKLAHOMA.

The subdivision is an area of distinctive landscape and natural beauty. It is the desire and intent of the developer to create a community in which such beauty shall be substantially preserved and enhanced by the creation and enforcement of development standards.

The developer, desiring to establish a compatible system of development and preserve the character of the subdivision does hereby declare and establish the following restrictions, conditions, and protective covenants, to which all properties in this addition are subject:

For the purpose of further insuring the development of the subdivision as an area of high standards, the developer reserves the power to approve the overall design of all buildings.

The developer shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code compliance. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restrictions.

In the event the developer fails to approve or disapprove any such plans, specifications, color scheme, details and site plans submitted to it as herein required within ten (10) days of such submission, all covenants shall be deemed to be fully complied with.

No residence, access or structure, fence, wall or mail box shall be erected, placed or altered on any lot in the addition until the plans and specifications thereof have been approved in writing by the developer.

No structure of a temporary character may be used as a residence. No mobile home or dwelling unit shall be moved into or be present in the development. The following standards shall apply to all dwellings in the addition.

All homes must consist of a minimum of three thousand square feet of living area and minimum of three car attached garages.

All dwelling shall have at least fifty percent (50%) of the exterior walls thereof comprised of brick, stucco, or stone, provided, however, the area of all windows and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. In all cases, the masonry shall extend to the ground line so that the foundation shall be completely concealed.

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All driveways into a lot from any street shall be constructed of concrete, asphalt, or chip and seal, and shall not be less than twelve (12) feet in width.

All mail boxes shall be enclosed in a brick or masonry structure which shall extend to the ground and shall conform to the dwelling.

The roof of the dwelling shall have a pitch of at least 6/12.

All roof material shall be wood, slate, tile or heavy composition. Composition roof material shall be asphalt or fiber glass material with a weight of 300# or more per square.

All tool sheds, hobby rooms, or other outbuildings shall conform to the basic architectural styling of the dwelling and shall satisfy the masonry requirement of paragraph five (5).

No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage shall be permitted, building materials may be stored for a period of thirty (30) days prior to the start of construction. Construction shall be completed within twelve (12) months after the pouring of the footing.

There shall be a limit of four domestic animals per lot.

There shall be no commercial business of any kind or nature, including livestock, fowl, or animals.

All vehicles over the size of one (1) tone in capacity, farm equipment or recreation vehicles must be housed.

Ponds to remain permanently with no physical deviations.

All lot owners to maintain their own portion of their pond.

All utilities must be kept under ground.

Building lines are thirty (30) foot setback from all property lines.

All lot owners must coincide with restrictive conveyances and conform with normal restrictions to maintain premises in a healthy and neatly manner or be subject to legality.



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Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. FARRISH, WASHINGTON

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ELECTRIC AND COMMUNICATION SERVICE

A. Overhead pole lines for the supply of electric and communication service may be located along the West boundary line of the Development. The supplier of electric and communication service ("company"), through its proper agents and employees, shall have the right, privilege and authority to cut down, trim, treat and dispose of any trees and undergrowth within said easement-ways or on property contiguous thereto which, in the company's sole judgment, interfere or threaten to interfere with the company's structures, lines, fixtures and equipment. 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. Underground cables to all houses or other structures which may be located on all lots in said Addition may be run from the nearest switching cabinet or transformer to the point of usage determined by the location and construction of such house or other structure as may be located upon each said lot; provided that upon the installation of such a cable to a particular house or other structure the supplier of electric or communication 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 switching cabinet or transformer to the service entrance on said house or other structure.

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

D. The owner of each lot shall be responsible for the protection of the underground electric and communication facilities located on his property and shall prevent the alteration of grade or any construction activity, which may interfere with said electric and communication 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 electric and communication facilities shall be enforceable by the supplier of electric and communication service, and the owner of each lot agrees to be bound hereby.

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E. C. Young
E. C. YOUNG, TRUSTEE

402452 W-2200 RD.
BARTLESVILLE, OK 74006

STATE OF OKLAHOMA
COUNTY OF WASHINGTON

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 11th DAY OF SEPTEMBER, 2002; by E. C. YOUNG TRUSTEE OF THE E. C. YOUNG REVOCABLE LIVING TRUST, DATED 6-7-2000.

WITNESS MY HAND AND SEAL ON THIS DATE.

MY COMMISSION EXPIRES

Vickie L. Sprague
Notary Public

