

RESTRICTIVE COVENANTS
KAISER ADDITION

THESE ARE BEING REFILED TO SHOW LEGAL DESCRIPTION

KNOW ALL MEN BY THESE PRESENT: Notist, L.L.C., an Oklahoma Limited Liability Company, hereby certifies that said company is the owner in fee simple of all the Kaiser Addition, Dewey, Oklahoma, a subdivision of part of the Northwest Quarter of Section 33, Township 27 North, Range 13 East, Washington County, Oklahoma, hereinafter referred to as the SUBDIVISION, and for the purpose of providing for the orderly development of said Subdivision, to prevent the impairment of the attractiveness, character and value of the property in said Subdivision, and to provide adequate protective covenants for the benefit of Notist, L.L.C., and their successors in title, the following protective covenants are hereby imposed on said Subdivision:

1. Use of Lots Residential. All property within said Subdivision shall be exclusively for residential purposes and all property in the Kaiser Addition is hereby designated as single family residential plots. No filling stations, garages, restaurants, beauty parlors, grocery stores, professional offices, churches, nursing homes, or 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 said lots or any part thereof and no property in said Subdivision shall be used for any of said purposes. No structures shall be erected, altered, placed, or permitted on any residential plot, other than one (1) detached, single family dwelling, not to exceed two stories in height, and outbuildings necessary or desirable in connection with said dwelling and the residential use thereof. This includes a garage or carport for not less than two automobiles. Any such carports shall be an integral part of the dwelling, and shall match primary dwelling in color & design. Garden tool storage buildings may be frame, but must also match primary dwelling in color and design.
2. Set-Back Lines. No building shall be located on any lot nearer to the front lot line or nearer to the side street line or nearer to the rear lot line than the minimum building set-back lines shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than 25 feet to the front lot line or farther than 45' to the front lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot. No fence, enclosure, carport, or other structure, shall be constructed, erected, placed, or maintained between the front lot line and the building set-back line shown in the recorded plat of said Subdivision and no structure shall be permitted in the utility easements set forth in said recorded plat of said Subdivision.
3. Minimum Lot Size. No dwelling shall be erected, or placed on any building plot having a width less than 50 feet at the front minimum building set-back line.
4. Minimum House Size. No dwelling shall be constructed in said Subdivision unless the floor area thereof is at least 1,400 square feet, excluding one story open porches, breezeways, and

PROVIDED AS A COURTESY BY SOUTHERN ABSTRACT COMPANY

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garages, except that a dwelling of more than one story shall have a first or ground floor area of not less than 1,100 square feet excluding one story open porches, breezeways, and garages.

5. Type of Construction. No dwelling shall be erected, placed or constructed in said Subdivision unless at least 65 percent of the exterior walls thereof are constructed of brick or brick veneer or rock or rock veneer. All roofing materials used in said Subdivision shall be of architectural grade or superior. All driveways in said Subdivision shall be concrete. Any residence or other structure in said Subdivision must be completely finished within not more than twelve months after construction commences. No previously existing erected building or structure of any kind or nature may be moved onto or placed in said Subdivision. Any outbuildings erected in said subdivision shall be of the same construction and design as the primary dwelling. Garden tool storage buildings may be frame, but must match primary dwelling in color and design.
6. Entrance, Access, & Maintenance. The only entrances and means of access to the property located in said Subdivision shall be the dedicated streets shown on the recorded plat of said Subdivision. Each Owner of property in said Subdivision shall be responsible for maintaining the improvements on his or her property in good repair and will keep said premises in neat, clean, and orderly condition at all times, including mowing and trimming, before and during construction.
7. Easements for Utilities and Drainage. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. 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 authority or utility company is responsible.
8. Easements for Electric, Etc. The supply of electric, telephone and television cable service throughout said Subdivision 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 primary supply of such service may be located along the perimeter of said Subdivision in that portion reserved for utility easements. 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 Subdivision.
 - b. Underground service cables to all of the houses, which may be located on all lots in said Subdivision, shall be run from the nearest service pole or transformer to the point of usage, determined by the location and construction of such house, as it 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

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thereafter be deemed to have a definitive, permanent effect 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 pole or transformer to the service entrance of said house.

- c. The supplies 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 Subdivision or provided for in these covenants for the purpose of installing, maintaining, removing or replacing 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 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.
9. No Business. No business, trade, or 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 therein which may be or may become an annoyance or nuisance to the neighborhood. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn, or outbuilding shall be used in said Subdivision as a residence, either temporary or permanently. No structure of a temporary character, trailer, tent, or shack shall be constructed or placed on said Subdivision except for a tool or equipment shed needed by a building contractor during the construction of a dwelling and any such sheds shall be razed or removed after the dwelling has been completed. No billboards, advertising boards, advertising structures or signs may be erected or maintained in said Subdivision except that signs advertising sale of property in said Subdivision can be erected and maintained, providing this does not exceed six square feet in size.
10. No Boats and Campers. No trucks over ¾ 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 Subdivision unless stored in a garage of the same architectural design and construction as the dwelling, except that boats, campers, trailers, or travel trailers may be stored outside provided they are enclosed on at least three sides by a suitable fence or wall, behind the front building set back line, and out of sight of the general public. No trucks of over ¾ ton capacity, utility trailer, travel trailers, farm vehicles, trucks with campers, motor homes, buses, recreational vehicles, boat trailers, or inoperable or unlicensed

BK 1020 PG 3627

BK 1033 PG 1960

motor vehicle shall be parked on any street, driveway, or thoroughfare in said Subdivision for more than 24 hours.

11. No Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in said Subdivision, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. The total of pets per household shall not exceed two.
12. Fences: No fences shall be erected nearer the front building line than the wall of the dwelling. All fences shall be constructed of wood, brick, chain link, vinyl, or stone or a combination thereof.
13. Sidewalks. All dwellings constructed in said Subdivision shall have a sidewalk, one (1) foot off the property line, in the public right-of-way, connecting walks to walks of adjacent properties in order to provide continuous walks throughout the Subdivision. Said walk shall be constructed at the expense of each property owner and shall be constructed within one year from the time construction of the dwelling has commenced. All sidewalks for this purpose shall be built in the dedicated sidewalk easement and will be for public use; however, each homeowner shall be responsible for repairs and maintenance of sidewalks crossing their properties. All sidewalks for this purpose, shall be constructed to the following standards and specifications:
 - a. Width: In residential sections, sidewalks shall be four (4) feet wide.
 - b. Material and Thickness: All sidewalks shall be 3,500 P.S.I. concrete, four (4) inches thick, except where they cross drives. In these areas they are to be five (5) inches thick.
 - c. Placing and Finishing Concrete: Concrete is to be Portland cement, six sack mix, 5-7% entrained air with a slump not to exceed three (3) inches. Concrete shall be vibrated or hand tamped to provide a well-consolidated mass. Sidewalks shall have a broomed finish true to line and grade, and shall bear thereon, the imprint of the person, firm or corporation constructing the same.
 - d. Sub-grades: Sub-grade shall be compacted to 95% Standard Proctor Density with a moisture content at, or slightly above, optimum when concrete is poured. All sidewalks shall have a 2" sand base extending 6" either side of walk, except where they cross drives. At drive crossings they shall have a six (6) inch sub-base of crushed stone or gravel screening on top of the compacted base.
 - e. Expansion joints: Expansion joints shall be one-half (1/2) inch wide and formed with pre-molded expansion joint material. They shall be placed in all walks, not more than fifty (50) feet apart. Expansion joints shall also be placed on each side of all intersecting walks, at all curb connections, and on both sides of driveway crossings.
 - f. Slopes: All walks shall slope one way toward the curb with a fall of one-fourth (1/4) inch to each foot.
 - g. Grades: The grade of all walks shall be as shown on the Subdivision Grading and Drainage Plan. Contractors shall contact the City Inspector's Office prior to construction of all sidewalks.

BK 1028 PG 3628

BK 1033 PG 1961

BK 1028 PG 3629

BK 1033 PG 1962

- 14. Mail Boxes. All dwellings in said Subdivision shall have a brick or stone column, which encloses the mailbox or mail receptacle. Said columns shall match the exterior brick or stone of said dwelling and meet U.S. Postal regulations regarding height and placement. All columns shall be constructed and maintained at Property Owner's expense.
- 15. Civil Matter. If any person, firm, or corporation owning or occupying all or any part of said Subdivision violates any of these covenants and thereafter refuses to correct the same or refuses to abide by said covenants, then any Owner of any property in said Subdivision may institute 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 attorney fees, court costs, and other necessary expenses of such litigation. The amount of said attorney 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 of mechanic's and material man's liens as 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 heir or successors for violation of these covenants.
- 16. These covenants shall extend until January 1, 2015, and thereafter shall be automatically extended for successful periods of ten years each until and unless the Owners of two-thirds of the property in said Subdivision modify, delete, or change them in writing.
- 17. Invalidation of any one of these covenants, by judgment or court order, shall in no way affect any of the other provisions, which other provisions shall remain in full force and affect.

Dated this 4-13, 2005.

ATTEST:

SECRETARY

 (Name)
 (SEAL)
 State of Oklahoma,
 :ss
 County of Washington

1028
 3625-3629
 04/28/05 14:17:42
 ing Fee \$21.00
 documentary Tax \$0.00
 State of Oklahoma
 County of WASHINGTON
 WASHINGTON County Clerk
 M. HARRISH

[Handwritten Signature]



NOTIST, L.L.C.

BY *Paul E. Janice*
PRESIDENT

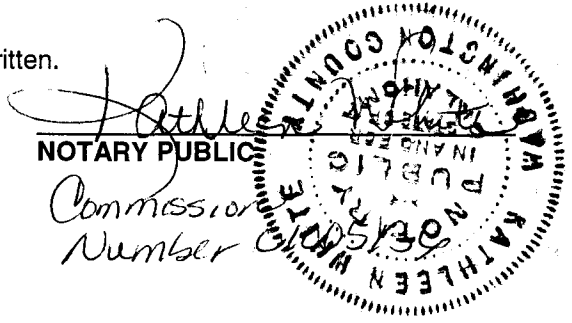
(Name)

Before me, the undersigned, a Notary Public, in and for said County and State on this 15th day of April, personally appeared _____ to me known to be the identical person who subscribed the name of Notist, L.L.C. to the foregoing instrument as it's President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the president of such corporation, for the uses and purposes therein set forth.

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

(SEAL)

My commission expires: May 4, 2005



BK 1033 PG 1963

Doc # 3005007840
Bk 1033
Pg 1958-1963
DATE 05/08/05 10:36:04
Filing Fee \$23.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH

Deal



LEGAL DESCRIPTION

A tract of land located in a portion of the NE/4 of the NW/4 of Section 33, Township 27 North, Range 13 East of the Indian Base Meridian, Washington County, Oklahoma, being more particularly described as follows: COMMENCING at the Northeast corner of the NE/4 of the NW/4 of said Section 33:

- THENCE S 00°03'38" W along the East line of the NW/4 of said Section 33 a distance of 25.00 feet to the POINT OF BEGINNING;
- THENCE S 00°03'38" W continuing along the East line of the NW/4 of said Section 33 a distance of 605.96 feet;
- THENCE N 90°00'00" W a distance of 268.40 feet;
- THENCE N 45°00'00" W a distance of 65.00 feet;
- THENCE N 00°00'00" E a distance of 240.00 feet;
- THENCE N 90°00'00" W a distance of 265.00 feet;
- THENCE S 45°00'00" W a distance of 180.00 feet;
- THENCE N 90°00'00" W a distance of 165.00 feet;
- THENCE N 45°00'00" W a distance of 125.00 feet;
- THENCE N 11°48'32" E a distance of 164.38 feet;
- THENCE N 45°00'00" E a distance of 280.00 feet to a point 25.00 feet South of the North line of the NW/4 of said Section 33;
- THENCE N 90°00'00" E along a line parallel with and 25.00 feet South of the North line of the NW/4 of said Section 33 a distance of 729.04 feet to the POINT OF BEGINNING and containing 403,720 square feet or 9.268 acres, including those portions platted and used for public right-of-way purposes.

CITY OF DEWEY

Dept. of Planning/Community Development
411 E. Don Tyler
Dewey, OK 74029

APPLICATION FOR VARIANCE

Case No. 134
Date Received 4-6-06
Hearing Date 4-17-06

Name of Applicant: J. O. Ward Homes Daytime Phone: 520-3606

Address of applicant P.O. Box 361 Oologah OK 74053

Location of property for which variance is requested (address and legal description)
100 through 285 Kaiser Way (Entire Kaiser Way subdivision)

004134

Nature of Variance:

To allow privacy fences to be built across utility right of ways along the back portion of the lots in Kaiser addition.

Reason Variance is Sought:

To get full beneficial use of the backyards of the houses in Kaiser Addition

Attach the following items with the application:

- | | |
|---|---|
| 1. Vicinity sketch showing boundary lines and dimensions, adjoining streets, Right-of-way, existing utilities and location of existing and proposed structures. | Attached?
Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 2. Name and address of all property owners located within 300' of property boundary. | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3. Application fee of \$5.00. | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

Signature of applicant: Jerry Ward

DO NOT WRITE BELOW THIS LINE (FOR OFFICIAL USE ONLY)

Staff Recommendation:

Annette Breshears
City Clerk.

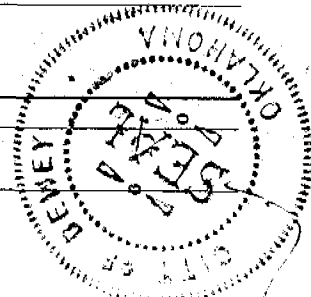
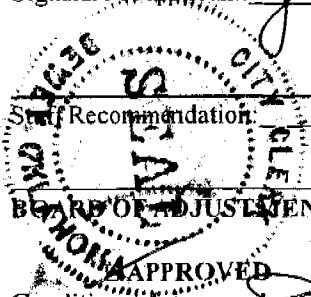
BOARD OF ADJUSTMENT ACTION

APPROVED
Conditions of approval:

APPROVED WITH CONDITIONS DENIED

- | | |
|--|--|
| <u>1) 6' privacy fence on lots adj. Durham</u> | <u>3) No remuneration to property owner</u> |
| <u>2) gates access to each lot</u> | <u>for damage due to access</u> |
| <u>Signature (Secretary, Board of Adjustment) <u>[Signature]</u></u> | <u>4) Maintained by homeowner</u> |
| | <u>5) No other structures in easement area</u> |
| | <u>6) materials stay the same</u> |

BK 1042 Pg 1142



411 East Don Tyler • Dewey, Oklahoma 74029

Variance request from J.D. Ward Homes, 100 through 285 Kaiser Way: Dewey, Oklahoma.

A tract of land located in a portion of the NE/4 of the NW/4 of section 33, Township 27 North, Range 13 E. of the Indian Base Meridian, Washington County, Oklahoma being more particularly described as follows: Commencing at the NE corner of the NE/4 of the NW/4 of said section 33+, thence S0003'38" W along the E. line of the NW/4 of said section 33 a distance of 25.00' to the point of beginning + thence S0003'38' W continuing along the E. line of the NW/4 of said Section 33 a distance of 605.96 feet 1.

Thence N 9000'00" W a distance of 268.40' +, Thence N 4500'00" W a distance of 65.00' + Thence N 0000'00" E a distance of 240.00' + Thence N 9000'00" W a distance of 265.00'+, Thence S 4500'00" W a distance of 180.00'+ Thence N 9000'00" W a distance of 165.00 ft. + Thence N 4500'00" W a distance of 125.00' + Thence N 1148'32" E a distance of 164.38" + Thence N 4500'00" E a distance of 280.00' to a point 25.00' south of the north line of the NW/4 of said section 33+ Thence N 9000'00 E along a line parallel with and 25.00 ' south of the north line of the NW/4 of said section 33 a distance of 729.04' to the POINT of BEGGINNING and containing 403720 sq. ft. or 9.268 acres, including those portions platted and used for public right of way purposes.

A variance was granted to the above properties with conditions of approval:

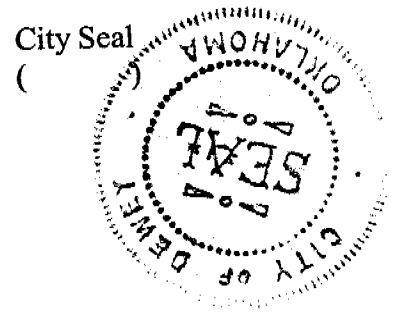
- 1) Fencing for all lots abutting Durham Ave. must be a six foot privacy fence.
- 2) Gated access to the outside at the back of the property.
- 3) No remuneration will be given to property owner.
- 4) Maintenance of the fence is to be performed by the home owner.
- 5) No other structures on the easement.
- 6) Maintenance or replacement of fencing shall be of the same material as the original fence.

Approved: April 17, 2006 at the Dewey City Council, 411 E. Don Tyler; Dewey, Oklahoma.
Case No: 134

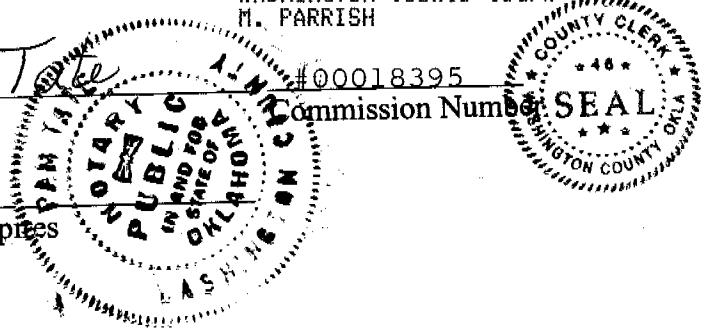
BK 1042 PG 1143

Dated this 24th day of April, 2006.
Annette Breshears
Annette Breshears, City Clerk

Doc # 2006004134
Bk 1042
Pg 1142-1143
DATE 04/26/06 09:43:32
Filing Fee \$15.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH



Pam Tate
Notary Public
11-02-08
Commission Expires



#00018395
Commission Number