

OWNER'S CERTIFICATE OF RESTRICTIONS FOR SOUTH BLUESTEM HEIGHTS
SECOND ADDITION, WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That BLUESTEM SUPPLY CORPORATION, an Oklahoma corporation, does hereby certify that it is the owner of and the only corporation or corporations, person or persons, having any right, title or interest in the land included and embraced in South Bluestem Heights Second Addition now platted into lots, blocks, streets and easements as shown on the plat of South Bluestem Heights Second Addition recorded in Plat Envelope 262 of the records of Washington County, Oklahoma.

For the purpose of providing an orderly development of all the lots and blocks included in the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of the owner and its successors in title to the aforesaid lots, Bluestem Supply Corporation, a corporation, does hereby impose the following restrictions and reservations on all of said South Bluestem Heights Second Addition, to which it shall be incumbent upon its successors in title to adhere, and any person or persons, corporation or corporations, hereafter becoming the owner or owners, either directly or through any subsequent transfer, or in any manner whatsoever, of any lot or lots included in South Bluestem Heights Second Addition, shall take, hold and convey same subject to the following restrictions and reservations, to-wit:

1. All of said lands shall be used exclusively for residence purposes for a period of thirty-five (35) years from the date of this Declaration and as long thereafter as such restrictive use may be extended as herein provided.
2. Except as to the provisions hereinafter contained relating to the occupancy of said lands for family servants, not more than one family shall make their residence upon any lot or tract in any of said blocks having an area not in excess of 7,700 square feet.
3. No residence shall be built upon any lot or tract in said Addition which shall contain less than seven hundred twenty (720) square feet of floor space, excluding porches, terraces, garages and outbuildings. No residence shall be built upon Lots 11 and 12, Block 11; Lots 10 and 11, Block 12; Lots 11 and 12, Block 13; and Lots 1 and 2, Block 14 in said Addition which shall contain less than 1,000 square feet of floor space, excluding porches, terraces, garages and out buildings. Each residence shall be constructed of masonry or standard frame construction with wood siding, or of materials equal in quality and appearance.
4. No building shall be moved from outside the lands shown on said plat to any part of the lands embraced thereon.
5. No residence, nor any building appurtenant thereto, shall be erected on any lot or tract in any of said blocks having a street frontage of less than fifty-five (55) feet, and no residence, nor any building appurtenant thereto, shall be built nearer than thirty (30) feet to any front street or road line, or nearer than ten (10) feet to any side street or road line, and each residence shall be at least five (5) feet from any lot or tract line, unless the person constructing the same shall be utilizing portions of more than one lot or tract, in which event such residence shall not be built closer than five (5) feet from the outside boundary line of the combined portions of lots or tracts so utilized.
6. No billboards or advertising sign shall be erected or maintained except for the sole purpose of advertising the sale of the lot upon which the sign may be placed and such sign shall not exceed six (6) square feet in area.
7. No garage or other outbuilding erected on any tract in said addition shall be used for residential purposes other than for such use by servants employed on said premises by the occupants thereof.
8. No permanent provision shall be made for the housing of poultry, cows, horses or other livestock on any lot, nor shall any livestock be kept and maintained

BOOK 231 PAGE 220

STATE OF OKLAHOMA }
Washington County } SS
This Instrument was filed for record

AUG 10 1956
at 3:15 o'clock P.M.
O. E. CREWS, County Clerk
BY [Signature] Deputy

on said premises.

9. No trailer, basement, tent, garage or other outbuilding shall at any time be used as a residence.

10. No building shall be moved from another location onto the addition.

11. Easements for public utility installations and maintenance are hereby reserved where shown in the recorded plat of the Addition and in and on the side five feet of each side of each building site or plot of ground sold for use as one dwelling site.

12. On single family residential plots no fence, whether ornamental or otherwise, shall be erected nearer to the front property line than the front building line.

13. If the owner or tenant of any lot or lots in South Bluestem Heights Second Addition should violate any of the restrictive covenants contained herein and thereafter refuse to correct the same and to abide by said restrictions, the owner of any lot or building site in the Addition may institute legal proceedings to enjoin, abate and/or correct such violation or violations, and the owner of the lot or building site permitting the violation of such restriction shall pay all attorney fees, court costs and other expenses incurred by the person instituting such legal proceedings; said attorney fees to be fixed by the court. The amount of said attorney fees, court costs and other expenses allowed and assessed by the court shall become a lien upon the land as of the date legal proceedings were originally instituted and said lien shall be subject to foreclosure in such action so brought to enforce such restrictions.

14. These restrictive covenants are to run with the land and shall be binding upon all parties and all persons for thirty-five (35) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of thirty-five (35) years unless by vote of a majority of the then owners of the lots or building sites it is agreed to change said covenants in whole or in part.

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

DATED this 10th day of August, 1956.

ATTEST:
[Signature]
(SEAL) Secretary
STATE OF OKLAHOMA
COUNTY OF WASHINGTON

BLUESTEM SUPPLY CORPORATION
By [Signature]
President

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th day of August, 1956, personally appeared A. R. SELLERS, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his 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.

My commission expires 6-16-57.
(SEAL)

[Signature]
Notary Public

CORRECTION OF PLAT

We, the undersigned, being the owners of Lots 11, 12, 13 and 14, in Block 11, South Bluestem Heights 2nd Addition, Washington County, Oklahoma, do hereby certify as follows:

The plat of South Bluestem Heights 2nd Addition, Washington County, Oklahoma, recorded in Plat Envelope #262 of the records of the County Clerk of Washington County, State of Oklahoma, has typographical errors in the dimensions of Lots 11, 12, 13, and 14, Block 11, South Bluestem Heights 2nd Addition, Washington County, Oklahoma. These dimensions as shown on the recorded plat of said lots 11, 12, 13, and 14, are in error and the actual boundary dimensions should read as shown on the plat attached hereto.

We further certify that the dimensions of said lots 11, 12, 13 and 14 are correct as shown on the attached plat.

WITNESS our hand and seal this 25th day of September, 1957.

ATTEST: (CORPORATE SEAL)
Lloyd Rowland
Secretary

BLUESTEM SUPPLY CORPORATION
By A. R. Sellers
President

Owners of Lots 13 and 14 in Block 11.

A. R. Sellers
A. R. SELLERS
Owner of Lots 11 and 12 in Block 11.

STATE OF OKLAHOMA)
) SS.
COUNTY OF WASHINGTON)

On this 25 day of Sept. 1957, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared A. R. Sellers, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

A. W. Musselman
A. W. Musselman
Notary Public

My commission expires July 16, 1961.

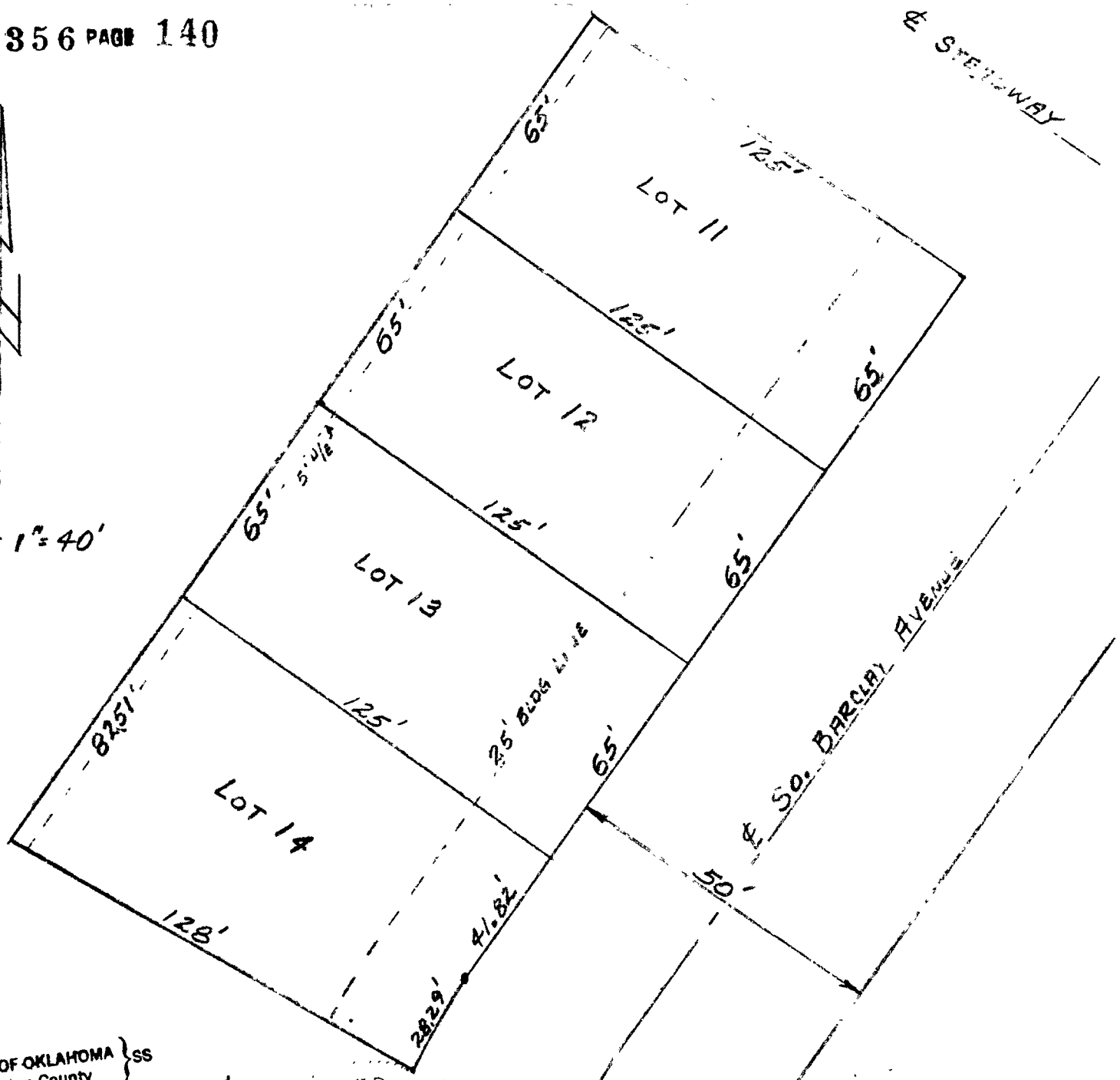
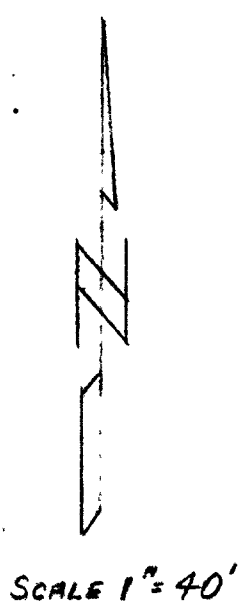
STATE OF OKLAHOMA, COUNTY OF WASHINGTON, SS.

Before me, a Notary Public in and for said County and State, on this 25 day of Sept., 1957, personally appeared A. R. Sellers, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires July 16, 1961.

A. W. Musselman
A. W. MUSSELMAN
Notary Public.



STATE OF OKLAHOMA } ss
Washington County }
This instrument was filed for record

NOV 25 1957
3 50
O. E. CREWS, County Clerk
BY *[Signature]* Deputy



CERTIFICATE:

I hereby certify, that I have made a careful and complete survey of the following described property, ~~as shown by the recorded plat to the effect~~ and have shown on this plat the actual measurements of said lots.

LOTS 11, 12, 13, & 14 BLOCK 11 SOUTH BLUESTEM
HEIGHTS, 2ND ADDITION
DEWEY, WASHINGTON COUNTY, OKLAHOMA

~~...~~

Dated: SEPTEMBER 25, 1957

Eugene B. [Signature]
R.P.E. 3805

Subscribed and sworn to before me this 25th day of September, 1957

My commission expires August 1, 1961

Jack A. [Signature]
Notary Public

