

SUMMARY OF RESTRICTIVE COVENANTS
SKYHAVEN AIRPARK

A subdivision of Section 34, Township 23 North, Range 13 East, Washington County, Oklahoma described as follows:

A tract of land situated in the E/2 of Section 34, Township 23 North, Range 13 East, of the Indian Base and Meridian, Washington, County, Oklahoma, and more particularly described as: Commencing at the southeast corner of Section 34; thence N89°55'53"W along south line of Section 34, 30.00 feet to the POINT OF BEGINNING; thence N89°55'53"W, along south line of Section 34, 1952.87 feet, thence N00°07'14"E, 3519.50 feet; thence S89°55'56"E, 660.57 feet; thence N00°06'40"E, 1760.48; thence S89°55'58"E along the north line of Section 34, 1291.67 feet; thence S00°06'38"W, 5280.02 feet to the POINT OF BEGINNING. Containing 209.96 acres more or less.

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- (1) As stated by these covenants, Skyhaven Airpark shall hereby be known as a flying community.
- (2) The covenants and restrictions herein contained shall run with and bind the land dedicated as Skyhaven Addition, for a term of twenty (20) years from the date of this instrument is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This instrument may be amended during the first twenty (20) year period by an instrument executed by not less than 90% of the lot owners, and thereafter by an instrument executed by not less than 75% of the lot owners. Except as otherwise provided herein, any amendments hereto shall be prepared, executed and recorded in accordance with the laws of the State of Oklahoma pertaining to such matters.
- (3) If the owner hereof, or its assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated within said subdivision to prosecute any proceedings at law or in equity against the parties or person or persons violating or attempting to violate any such covenant either to prevent his or them from so doing or recover damages for such violations.
- (4) All plots or tracts within the subdivision shall be known as, used only for, and designated as residential building plots and shall be deemed to mean a plot used for a residence constructed for the occupancy of a single family, except as allowed in Items No. 7 and 14. A guest house may be provided for occasional and temporary use, and said guest house must conform to basic style and composition as the main dwelling. All lots with or without buildings shall be maintained at the expense of the owner(s).

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(5) No structure of temporary character, such as a trailer, tent, shack, garage or barn shall be used on any plot at any time as a residence, either temporarily or permanently; however, an aircraft hanger with suitable living quarters may be used as a guest house on a temporary basis.

(6) No mobile homes, no prefabricated homes, no houses moved onto site, no exposed masonry block homes, no metal exterior buildings shall be used as a residence. Primary residence shall have a minimum of 1800 sq. ft. living area. All dwellings shall be a blend of masonry and siding, with at least 25% masonry.

(7) All out buildings, to include hangers, shops, detached garages and other out buildings shall be built to commercial standards, either wood or steel framing is acceptable. All roofing and siding shall be commercial grade factory painted metal, except that exterior surfaces matching that of the residence is acceptable. No out building is to be constructed prior to construction of residence, except that Lot 21 of Block 1 will allow construction of hanger only. Out buildings and residence may be constructed simultaneously. No open structures are permitted except carports.

(8) No exterior antennas taller than 8 feet above the roofline of the home will be allowed.

(9) No business, commercial, or trade activity shall be carried on upon any plot, except as allowed in Item No. 14. No noxious or offensive activity shall be carried on upon any plot, nor shall anything be done thereon which may be or may become offensive to the harmony of the appearance of the neighborhood or an annoyance or nuisance to the neighborhood. Family pets are allowed. Livestock such as cattle, horses, swine, etc. are prohibited.

(10) There shall be no trash or junk stored or accumulated on the outside of buildings and all lots shall be kept clear, neat, and mowed.

(11) No motorized vehicles are permitted on the runway other than aircraft, except for the purpose of construction or maintenance of the runway.

(12) All lot owners will be part of a Homeowners Association with dues of \$20.00 per year or as increased by a vote of the Association Membership.

(13) All lot owners having access to the runway shall be part of the Runway Association and pay dues of \$200.00 per year, or as increased by a vote of the Association Membership. Aircraft based at Skyhaven but not owned by a lot owner shall pay an annual fee of that equal to Association fee, but is not considered a part of the Association. Any aircraft in flying condition based at Skyhaven more than 30 days will be subject to the annual fee and fee is not pro-ratable. The fees are to be used to perpetuate the maintenance and or improvements to the runway to insure a quality and safe airport environment.

(14) No multiple type 'T' hangers or commercial operations will be allowed on any lot excepts Lots 10, 11, 12 and 16 of Block 1, and allowed commercial operation shall be aviation related.

(15) There shall be no more than two permanent tie downs per residential lot.

(16) All airport operations will be conducted in a safe manner and in compliance with F.A.A. rules and regulations and any rules and regulations set forth by the Airport Association.

(17) All utilities utilizing dedicated utility easements shall be considered a public utility and shall be for the purpose of serving said subdivision or residents of local area only. All services from utility supply to structures shall be underground.

(18) All persons, corporations, partnerships, or other entities purchasing or acquiring title to any or all of the real property herein before described subsequent to the filing of record of these protective and restrictive covenants in the Office of the County Clerk of Washington County, Oklahoma, shall take the same subject to and be bound by all of the restrictions and limitations herein contained and by the acceptance of a conveyance therefore, thereby agree to be bound by and observe and keep all of such restrictive covenants and which shall be binding upon all of themselves, their heirs, successors, representatives and assigns.

(19) Termination or invalidation of any one or more of these covenants, provisions, restrictions and limitations by passage of time, operation of law, judgment or by court order, shall in no way affect any of the other conditions, limitations, provisions and restrictions shall remain in full form and effect.

WITNESS, this 29th day of April, 19 99.

Eugene E. Sellmeyer
Eugene E. Sellmeyer

Helena L. Sellmeyer
Helena L. Sellmeyer

STATE OF OKLAHOMA, COUNTY OF NOWATA:

Before me, the undersigned, a Notary Public in and for said County and State, on this 29th day of April, 19 99, personally appeared Eugene E. Sellmeyer and Helena L. Sellmeyer, Husband and Wife, to me known to be the identical persons who executed the within foregoing instruments and each for themselves acknowledge to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: MY COMMISSION EXPIRES MAY 9, 2001

Eugene E. Sellmeyer
RR1 Box 418
Collinsville, OK 74021

Julie W. Hendrix
Notary Public

