

## RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Valley View Development, Inc. is the owners of the following land situation in Okmulgee County, State of Oklahoma;

To wit: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15 & 16 in Sungate Estates, A Subdivision in the SE/4 of Section 18, Township 15 North, Range 12 East of the Indian Meridian, Okmulgee County, State of Oklahoma,

Said land has been divided into 16 lots. Whereas the owners of the said real property wish to provide for the orderly development of the above described lots and to provide restrictive covenants for the mutual benefit of themselves and their successors entitled to tracts of land hereafter created, the undersigned do hereby impose the following restrictions upon the above tract of land which shall be upon them, their successors and assigns, to wit:

1. Lots from the above described real property shall be used for single family residential purpose.
2. No noxious acts or enterprises shall be carried upon any lot nor shall any thing be done therein which be or become an annoyance or nuisance to the neighborhood. No junk cars or trash accumulation or junk trash will be permitted
3. No structure of a temporary charter, basement, tent, shack, garage, barn or other outbuildings shall used on any lot at any time as a residence.
4. No dwelling shall be permitted on any lot of less then 1,400 square feet exclusive of porches and garages. Front of house must have a minimum of 50% brick or masonry.
5. No building shall be located nearer then 75 feet to the front of the street lines.
6. No commercial dog kennels.
7. No mobile homes shall be placed on any lot.
8. Lots must be mowed and kept up at all times.
9. Shop or outbuildings must be of new material to match home construction and must be in rear or home.
10. Horses will be allowed with maximum of 1 horse per 2 acres.

These covenants are to run with the land shall be binding on all parties and all persons claiming under them until the first day January, 2025 at which time said covenant shall be automatically extended for periods of five years unless by vote of majority of the owners of the above described tracts, it is agreed to change the said covenants in whole or in part.

If the parties hereto or any of them or their heirs or assigns or any person hereinafter owning any part of the described property shall violate or attempt to violate any to the covenants herein, it shall be lawful for any other person or persons owning portions of said property to prosecute any proceedings at law or in equity against the person or persons violation or attempting to violate such covenants or restrictions and either to prevent him or them so doing or to recover damages or other dues from such violation.

