



We, the undersigned, Charles M. Bretanus and Janie Alonzo Bretanus, husband and wife, being the sole owners of the following described lands known as Loma Vista Estates, do hereby impose upon said lands, Covenants one (1) through thirteen (13) inclusive as set forth herein to-wit.

1800R
500 PR

The Northeast quarter (NE/4) of the Southeast quarter (SE/4) of section 34 township 23 North, range 11 East of the Indian Meridian, Osage County, State of Oklahoma containing 1 tract of 40 acres more or less, and the Northwest of the Southeast quarter (NW/4 SE/4) and the Northeast quarter of the Southwest quarter (NE/4 SW/4) in the section 34 of township 23 North, range 11 East of the Indian Meridian, Osage County, State of Oklahoma and containing 80 acres more or less, which has been subdivided into 10 acre tracts, more or less.

1. No building shall be constructed or placed within 50 feet of the property line.
2. This property shall be restricted to residential use with no multi-family dwelling to be constructed or placed thereon, and a maximum of one (1) single family residence may be constructed per 10 acre tract. Ten acre tracts may not be further subdivided.
3. No noxious trade or activity shall be carried on nor shall anything be done thereon which may be or may become, an annoyance or a nuisance.
4. No dwelling shall be erected in which the living area of the main structure, excluding the garage, is less than 1,800 square feet in area with 30% minimum exterior masonry. Log homes are excluded from masonry requirement only.
5. No outside storage of building materials, junk cars or other salvage shall be permitted.
6. This property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All waste shall be kept in sanitary containers and all incinerators or other equipment for storage or disposal of such material shall be kept in a clean or sanitary condition.
7. No trailer, basement, tent, shack, garage, barn or other out-building erected on this acreage shall, at any time, be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
8. No mobile home, new or used, nor any dwelling or out-building that has been previously used shall be moved onto this property. Portable storage buildings are allowed on this property for storage purposes only.
9. Semi-trailers and trucks shall not be parked or repaired on this property.
10. No swine or commercial chicken operations shall be permitted on this property.
11. Pets and other animals shall be contained by fencing or other appropriate method.
12. All utilities from easement road to each home must be buried underground.
13. These restrictions shall be covenants restricting the use of this property and shall remain in force and effect for 30 years from date below and may be enforced by the Grantors, their assignees, heirs or successors in interest.

008739
BK 1104 PG 0385

Janie Bretanus
550 CR 2150
5/14/04 OK
74070

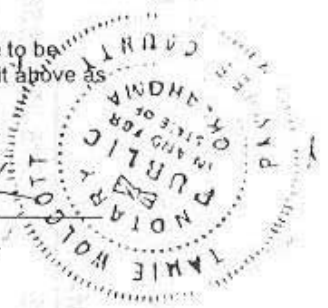
GRANTORS: Charles Michael Bretanus Janie Alonzo Bretanus
DATED this 2nd day of Oct., 2002.

NOTARY

Before me, the undersigned authority, on this day personally appeared and proven to me to be Charles Michael Bretanus whose name is subscribed above, and who acknowledged to me that he/she executed the affidavit above as a free and voluntary act.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of October, 2002.

My commission expires: 3/14/2006
Janie Upcott
NOTARY



Toby Bighorse - Osage County Clerk
Recorded/Filed on 10/04/2002 at 09:01AM
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Receipt Number: 2002-00007355 Fees: \$8.00
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