

A TRACT OF LAND BEING THE NORTH HALF (N/2) OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-THREE NORTH (T-23-N), RANGE ELEVEN EAST (R-11-E), OSAGE COUNTY, STATE OF OKLAHOMA, CONTAINING 79.24 ACRES, MORE OR LESS.

and have caused said real property to be surveyed, staked and platted into lot and the adjacent street in conformity with the plat herewith and have caused the same to be named and designated "WOODVIEW ACRES", to the County of Osage, State of Oklahoma.

Now, therefore, the undersigned Owner does hereby dedicate for public use forever, the streets and the easements as shown on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm sewers, sanitary sewers, telephone lines, electric power lines and transformers, cable television lines, gas lines and water lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with right of ingress and egress to and upon said easements and rights-of-way for uses and purposes aforesaid, together with similar rights in the street shown on said plat. No building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or rights-of-way as shown. Provided, however, that the Owner hereby reserves the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on the plat, both for the furnishing of water and/or sewer services to the area included in said plat and to any other areas.

Now, therefore, the undersigned Owner, for the purpose of providing an orderly development of the real property above described, and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned Owner, its successors, grantees and assigns, does hereby impose the following restrictions and covenants which shall be covenants running with the land and creates the easements which shall be binding on it, its successors and assigns, and which shall be enforceable by the Owner of the above described properties and its successors in title.

SECTION I. DEVELOPMENT AND CONSTRUCTION STANDARDS

- A. Each lot shall be a single family residential lot only. The home shall have a minimum of 1200 square feet of finished living area.
- B. Homes may be conventionally built on-site ("stick framed"), may be of modular construction or may be manufactured double-wide homes. Manufactured double-wide homes must be set on a permanent foundation and must have masonry skirting.
- C. No preexisting or off-site built residence or building may be moved onto any lot without written permission from the OWNER except as noted in Section I B.

D. Fences:

No fencing shall extend beyond the front building line of any residence.

- E. No exposed clothes line poles or outdoor clothes drying apparatus will be permitted on any lot. Garbage and trash cans shall be concealed from view. Underground garbage and trash storing devices are not permitted.

- F. No building shall be located beyond the minimum front building setback line shown on the recorded plat. No building shall be located closer than twenty (20) feet to any side or rear lot line. No building can be situated in any easements or flood plains.

- G. These restrictive covenants, together with the other documents incorporated by reference, shall be construed as a whole. The captions herein contained or otherwise appearing are for the sake of convenience only and each instrument shall be construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument as void, unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or conditions at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

- H. No Lot in WOODVIEW ACRES shall be Lot-Split more than One (1) time. No Lot in WOODVIEW ACRES shall have an area less than Five (5) acres.

SECTION II. ENFORCEMENT, DURATION, AND SEVERABILITY

1. Enforcements:

The restrictions herein set forth are covenants to run with the land and shall be binding upon the owners, their successors and assigns and all parties claiming under them. If the undersigned owners, or their successors or assigns, shall violate any of the covenants herein, it shall be lawful for any persons owning any lot situated within the subdivision to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

2. Duration:

Sections I of these covenants shall remain in full force and effect until December 17, 2020 and continued thereafter for successive periods of ten (10) years each, unless terminated or amended by consent of a majority of lot owners (one vote per lot) and the Developer (two votes per lot of lots owned), with the approval of the applicable utility companies and consent of the Osage County Planning Commission and or their successors, or as otherwise provided by law.

3. Severability:

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof set forth herein, which shall remain in full force and effect.