

Restrictive Covenants and Conditions
Governing
Clubview Estates 1st Addition
Muskogee, Oklahoma

Clubview Estates 1st Addition is a residential development located in the City of Muskogee, Oklahoma. All lots being offered in this development are intended for single-family residences, and the Covenants and Conditions as contained within are to ensure this single-family residential land use character. Clubview Estates 1st Addition has been properly platted and zoned by the City of Muskogee and a copy of such is on file in Muskogee County Clerk's Office. Garland Partnership, an Oklahoma General Partnership, comprised of Freedman Associates Partnership, Fannie Lu Yaffe, A. Carl Robinson and Carl M. Woods, hereby declares that it is the Owner of the real estate shown and described in this plat and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as Clubview Estates 1st Addition, a Subdivision in Muskogee County, Oklahoma.

The lots are numbered Lots 1-4, Block 1, Lots 1-4, Block 2, Lots 1-13, Block 3, Lots 1-7, Block 4 and Lots 1-12, Block 5. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes unless otherwise specified.

ARTICLE I - DEFINITIONS

SECTION 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 2. "Properties" shall mean and refer to that certain real property hereinbefore described.

SECTION 3. "Lot" shall mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent owners, which may consist of one or more lots or parts of one more lots as platted upon which a residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of one lot or parts of more than one lot shall be considered a "Lot" unless said tract of land has a frontage of 60 feet in width at the established building line as shown on this plat.

GENERAL PROVISIONS

Section 1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached

single-family dwelling not to exceed two and one-half stories in height. Each house shall include not less than a two car garage, which shall be built as part of said structure and attached thereto.

Section 2. No building shall be built on any lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeway or garage, of less than 2,000 square feet for a one-story dwelling, nor less than 1,200 square feet for a dwelling of more than one-story. In no event shall the total square footage, exclusive of open porches, breezeways or garages, of the first and second stories be less than 2,000 square feet.

Section 3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat.

Section 4. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the front building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 square feet.

Section 5. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear twenty (20) feet of each lot, or as shown on the plat. No owner of any lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the subdivision.) Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any house or other structure connecting the same to the electrical distribution system or any electric public utility shall be provided by the owners of all lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. Any electric public utility charged with the maintenance of any underground installation shall have access to all easements, in which said underground installations are located for operation, maintenance and replacement of service connections. Any such electric public utility shall not be liable for damage to walks, driveways, lawn or landscaping which are within an existing easement which may result from installation, repair or maintenance of such service.

Section 6. No driveway access shall be permitted from Lot 1, Block 1 or Lot 1, Block 2 or Lot 12, Block 5 or Lot 7, Block 4 onto Country Club Drive Right-of-Way. Lot 1, Block 4 will only have access onto Clubview Drive Right-of-Way as will Lot

13, Block 3, Lot 4, Block 1 and Lot 1, Block 2.

Section 7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 8. No structure of a temporary character, trailer, boat, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be located on any lot at any time to be used as a residence either temporarily or permanently.

Section 9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 10. No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height in excess of six (6) feet above the highest point of the roof shall be attached to any dwelling house. No free standing radio or television antenna shall be permitted on any lot.

Section 11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 12. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators or outside incinerators shall be kept or allowed on any lot.

Section 14. All buildings shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding, or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any building on any lots of said Subdivision, and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said lots.

Section 15. A minimum of 70% of the exterior walls of any dwelling must be constructed of brick, brick veneer, stone veneer or stucco.

Section 16. Perimeter fencing and the maintenance of such are the responsibility of the individual owners of said lots. No chain link fences will be allowed at any location within the subdivision.

Section 17. Mail boxes shall be constructed in Right-of-Way with appropriate brick or stone standard.

Section 18. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width.

Section 19. No individual water supply system, or individual sewage disposal system shall be installed, maintained or used on any lots in this Subdivision.

Section 20. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to all Public Utility Companies, the proprietors of the land herein platted, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 21. No rain and storm water runoff or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Runoff Sewer System.

Section 22. Before any house or building on any lot or tract in this Subdivision shall be used and occupied as a dwelling or as otherwise provided by the Subdivision restrictions above, the present developer and/or any subsequent owner of said lot or tract shall install improvements serving said lot or tract as provided in said plans and specifications for this Addition filed with the City of Muskogee. This covenant shall run with the land and be enforceable by the City of Muskogee, State of Oklahoma, or by any aggrieved lot owner in this Subdivision.

Section 23. Before any lot or tract may be used or occupied, such user or occupier shall first obtain from the City of

Muskogee a building permit and certificate of occupancy.

Section 24. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 25. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 26. Lots 1-4, Block 3 are zoned for "CH" Cluster Housing single-family residential structures in accordance with Section 16-60.1 of the City of Muskogee Zoning Ordinance. All remaining lots are zoned "B" Single Family Residential.

Section 27. Lots 3 and 4 of Block 1 will be filled with select material in vicinity of existing pond and compacted to 90% density. Pier type foundations are required on both Lots 3 and 4 of Block 1.

Section 28. Lots 1-4, Block 3 contain drainage easements. The maintenance and operation of said drainage easements is the responsibility of each of the four (4) respective lot owners.

Section 29. North 60' Right-of-Way, off Clubview Drive, is reserved for future street improvement, by others, as future development dictates.

Section 30. South 60' Right-of-Way, off Clubview Drive, is reserved for future street improvement, by others, as future development dictates.

Section 31. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners, and provided further,

_____, its successors or assigns shall have the exclusive right of two (2) years from the date of recording of the plat to amend any of the Covenants and Restrictions except Section 2 above with the approval of the Muskogee Planning Commission and the City Council.