

**RESTRICTIVE COVENANTS**

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I-2008-183053 Book 0821 Pg: 700  
09/25/2008 1:52 pm Pg 0700-0702  
Fee: \$ 17.00 Doc: \$ 0.00  
Diana Curtis - McIntosh County Clerk  
State of Oklahoma

**OF  
BUFFALO RIDGE**

**A SUBDIVISION OF MCINTOSH COUNTY, OKLAHOMA**

**STATE OF OKLAHOMA**

**COUNTY OF MCINTOSH**

This declaration, made as of the 25 day of September, 2008, by, F.E.W., Inc., P.O. Box 451, Eufaula, Ok. 74432.

KNOW ALL MEN BY THESE PRESENTS: That F.E.W., Inc., does hereby certify that they are the sole owners of subdivision known as Buffalo Ridge situated in McIntosh County, State of Oklahoma, to-wit: and they have caused the same to be surveyed, staked and platted into lots and streets and have executed and filed with the McIntosh County Clerks Office, a plat of the subdivision and do hereby dedicate and designate the same to be known as Buffalo Ridge; and

Whereas, such plat creates the subdivision of BUFFALO RIDGE, composed of certain lots and tracts including the following described lots, to-wit:

Lots 1 to13 , inclusive, BUFFALO RIDGE, a subdivision in the County of McIntosh, State of Oklahoma.

Whereas, F.E.W., Inc., is the present owner, and DEVELOPER of the above described lots, desires to place certain restrictions on such lots for the purpose of providing for an orderly development of the entire tract of land and the creation of a planned community where residents and visitors will be ensured the full enjoyment of the natural beauty and advantages of the area through careful planning, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of the undersigned and their successors in title to the above described tract, the undersigned do hereby impose the following restrictions and create the following easements, to which it shall be incumbent upon their successors and assigns to adhere. These covenants shall be perpetual in nature and shall run with the land, and shall be binding on all parties, firms or corporations and all persons claiming under them.

If the parties hereto or any of their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, firm or corporation owning a lot in this subdivision or the DEVELOPER to prosecute any action in law or in equity against the person, firm or corporation violating or attempting to violate such restriction, and either to prevent him from so doing or to secure damages or other dues or assessments for such violation. Should Judgment be brought against any Buyer to enforce these Restrictive Covenants, and should Buyer lose said "Judgment", Buyer will then be responsible for all attorney fees for Plaintiff and Defendant and all court costs involved during said litigation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, and those provisions not affected shall remain in full force and effect.

NOW, THEREFORE, in consideration of the premises, F.E.W., Inc., for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the above mentioned lots shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

1. This subdivision shall limited exclusively to single family residential use, and all lots in this subdivision shall be known, described and used solely as residential lots. No business, trade or commercial activity shall be carried on at any time upon any lot or within any building.

2. No dwelling shall be erected on any lot which is less than 1800 square feet in area, exclusive of open porches and garages. Construction of home must be completed within one (1) year from the date construction begins.

3. No modular or mobile homes shall be moved upon said premises at any time. All materials used on the exterior of the home shall be of wood, siding, logs, brick or stone.

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

5. Each lot owner and or occupant shall responsible for keeping his lot clean and clear of all tall grass, weeds, and unused or discarded building materials. At no time shall any lot be used as a dumping ground for rubbish, junk, trash, debris, or used to park immobilized vehicles. Any vehicle parked in the street for a period of more than 24 hours shall be towed at the expense of the vehicle owner. Should a property owner or occupant fail to do so, the subdivision owners may enter upon such property and clean same, and such owner or occupant shall be liable for the cost of such services.

6. During construction on any lot, all of the other covenants shall apply and in addition thereto the following additional requirements are imposed during the construction phase: A trash container to hold all construction and other related refuse will be maintained on site during all phases of construction. Cleanup will be performed on each construction site and surrounding property as frequently as necessary to prevent blowing trash. Dumping of raw concrete and cleaning of concrete trucks must be done only on active building site, not on any other property.

7. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any lot. No animals of any kind shall be raised, bred or kept on any lot except dogs, cats or other ordinary household pets: But in any event, there shall be no more than four household pets on any lot. No livestock or fowl may be kept on any lot. All animals must be confined to the owners property and on a leash when at large.

8. No structure or improvement hereinafter constructed on any lot shall be allowed to fall into disrepair, and shall be kept in good condition, adequately painted or otherwise finished. No building or improvement which is not newly constructed shall be moved upon any lot.

9. Any well, water system, septic system or other system or devise to be constructed in this subdivision for the purpose of furnishing utility service must be approved by the appropriate governmental agency or authority having jurisdiction thereof. Each owner shall be responsible for the maintenance and repair of his own system.

10. All garages, tool sheds, hobby rooms, etc. shall be designed and constructed of new materials that will be in harmony with the residence and its surroundings.

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11. The DEVELOPER hereby reserve to themselves, their heirs, successors and assigns, a permanent UTILITY EASEMENT on and along each side lot line in this subdivision, and said EASEMENT being twenty feet wide with the side lot line being the center line of said EASEMENT. The DEVELOPER hereby further create and reserve to themselves, their heirs, successors and assigns, an EASEMENT on all tracts shown on the platt annexed for the purpose shown thereof. No permanent structures shall be placed on the EASEMENT. The roadways shown on the platt are EASEMENTS for streets, utility lines, electric lines and any other services needed to serve lots in BUFFALO RIDGE. All permanent structures shall be set back a minimum of 50 feet from the front property line adjacent to Buffalo Ridge Road.

12. No fence, wall, hedge or shrub planting, in the opinion of the DEVELOPER which obstructs the vision of motorist shall be placed or permitted to remain on any lot in this subdivision.

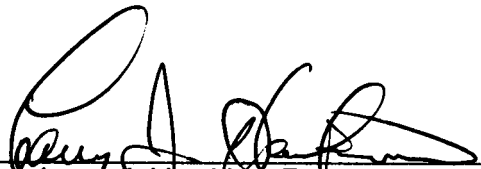
13. The dedication and restrictions imposed herein are hereby specifically limited to that area shown on the annexed platt deemed BUFFALO RIDGE. Only the DEVELOPER shall have the right to grant variances or allowances that differ from the above restrictions and covenants.

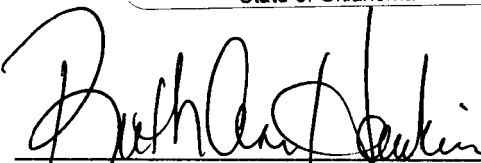
14. The DEVELOPER shall not be personally liable to any person for any discretionary approval, for the adoption of any rules, regulations or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration.

**IN WITNESS WHEREOF**, Developer has caused this Declaration to be duly executed the day and year first above written.

Dated this 25<sup>th</sup> day of September, 2008.

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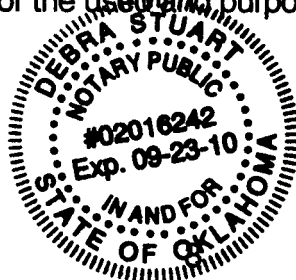
  
Larry J. Hawkins, President

  
Ruth Ann Hawkins, Secretary

STATE OF OKLAHOMA )  
                                  )  
COUNTY OF MCINTOSH )

**ACKNOWLEDGMENT**

Before me the undersigned, A Notary Public, in and for said County and State, on this 25 day of September 2008, personally appeared Larry J. Hawkins, and Ruth Ann Hawkins, to me know to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the use and purposes therein set forth.



  
Notary Public

My commission expires:  
Commission No.