

OWNER'S CERTIFICATE, DEDICATION AND RESTRICTIONS
(PLAT RESTRICTIONS)

STATE OF OKLAHOMA, COUNTY OF COMANCHE: ss.

KNOW ALL MEN BY THESE PRESENTS:

THAT EVANNA S. BETCHER, A SINGLE PERSON A.K.A. EVANNA S. MATHEWS, A SINGLE PERSON BEING THE SOLE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL PROPERTY TO WIT:

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW ¼) OF SECTION SEVENTEEN (17), TOWNSHIP THREE (3) NORTH, RANGE TWELVE (12) WEST, OF THE INDIAN MERIDIAN, COMANCHE COUNTY, OKLAHOMA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW ¼): THENCE S0°15' 20"W ON THE EAST LINE OF SAID SOUTHWEST QUARTER (SW ¼) A DISTANCE OF 436.45 FEET TO THE POINT OF BEGINNING;

THENCE S0°15'20"W ON THE EAST LINE OF SAID SOUTHWEST QUARTER (SW ¼) A DISTANCE OF 650.00 FEET;

THENCE N89°50'06"W A DISTANCE OF 268.85';

THENCE S0°15'59"W A DISTANCE OF 229.91' FEET TO THE NORTH LINE OF A RIGHT OF WAY DESCRIBED ON PAGE 578 IN BOOK 208 OF RECORDS IN THE COMANCHE COUNTY CLERK'S OFFICE, COMANCHE COUNTY, OKLAHOMA;

THENCE N47°53'28"W ON SAID RIGHT OF WAY A DISTANCE OF 60.09 FEET;

THENCE NORTHWESTERLY ON SAID RIGHT OF WAY AND ON A CURVE TO THE LEFT HAVING A RADIUS OF 2010.01 FEET A DISTANCE OF 473.04 FEET (CHORD BEARING = N54°38'05" W AND CHORD DISTANCE = 472.05 FEET);

THENCE S28°37'18"W ON SAID RIGHT OF WAY A DISTANCE OF 50.00' FEET;

THENCE NORTHWESTERLY ON SAID RIGHT OF WAY AND ON A CURVE TO THE LEFT HAVING A RADIUS OF 1960.01 FEET A DISTANCE OF 253.32 FEET (CHORD BEARING = N65°04'51"W AND CHORD DISTANCE = 253.15 FEET);

THENCE N30°41'40"E A DISTANCE OF 80.00 FEET;

THENCE N59°18'20"W A DISTANCE OF 77.53 FEET;

THENCE N30°26'10"W A DISTANCE OF 189.21 FEET;

THENCE N52°36'26"E A DISTANCE OF 156.67 FEET;

THENCE N11°48'44"E A DISTANCE OF 43.64 FEET;

THENCE S87°45'36"E A DISTANCE OF 224.63 FEET;

THENCE N67°36'30"E A DISTANCE OF 184.48 FEET;

THENCE N78°22'03"E A DISTANCE OF 164.22 FEET;

THENCE S89°50'06"E A DISTANCE OF 388.28 FEET TO THE POINT OF BEGINNING, CONTAINING 13.79 ACRES, MORE OR LESS.

WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS AND AVENUES, PARKS AND PUBLIC FACILITIES AND EASEMENTS AS SHOWN ON THE ANNEXED PLAT OF THE WOODLANDS TO THE TOWN OF MEDICINE PARK, COMANCHE COUNTY, OKLAHOMA. FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE WOODLANDS TO THE TOWN OF MEDICINE PARK,

OKLAHOMA DO HEREBY PROVIDE RESTRICTIVE COVENANTS FILED IN BOOK _____, PAGE _____, OF THE RECORDS IN THE OFFICE OF THE COUNTY CLERK, COMANCHE COUNTY, OKLAHOMA.

IN WITNESS WHEREOF, EVANNA S. BETCHER HAS CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____, 200__.

EVANNA S. BETCHER, A SINGLE PERSON

A.K.A. EVANNA S. MATHEWS, A SINGLE PERSON

STATE OF OKLAHOMA)
COUNTY OF COMANCHE) §

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2007, BY EVANNA S. BETCHER.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

1. These lots shall be known, described and used solely as residential plots.
2. These residential building plots shall be improved, used or occupied only for the private residential purposes of one (1) family.
3. All construction on said residential plots and all use thereof, as provided herein, is subject to the approval of an “architectural committee”, which will be composed of Evanna Betcher and two (2) other persons designated by owner. Owner can appoint successors at its discretion, so long as owner is the owner of record of a majority of the residential plots in the addition. Changes in the membership of the architectural committee can be made at any time by the duly recorded vote of the owners of a majority of the residential plots in the addition, after owner ceases to own such majority.
4. The ground floor of any one (1) story or split level dwelling constructed on these lots, excluding open porches and garages or carports, shall not be less than one thousand eight hundred (1,800) square feet in area, nor more than three thousand six hundred (3,600) square feet in area, unless otherwise approved by the architectural committee. Unless otherwise approved by the architectural committee, garages larger than three (3) car garages will not be permitted.

5. No structure of a temporary character, mobile home, trailer (including boat trailers), tent, shack, garage, barn or other outbuilding, to the extent permitted hereunder, shall be used on these lots at any time as a residence either temporarily or permanently. No truck, boat, trailer, recreational vehicle, camper, motor home or other type vehicles which are not used for daily transportation shall be parked, located or otherwise maintained in the front yard space, street right-of-way or any side yard, or otherwise visible from any street in the addition, and the same must be kept in a garage or behind a parkway fence. The architectural committee must approve any outbuilding.

6. No outside toilet shall be allowed on the premises. No untreated waste shall be permitted to enter into the creek or drainage system. No individual sewage-disposal system will be permitted on any lot unless this system is designated and constructed to meet the minimum standard requirements of the Oklahoma Public Health Authority or Department of Environmental Quality. These lots are designed for the use of private Aerobic Systems which are to be constructed meeting the minimum standards as set forth above. If at any time in the future the effluent from the Aerobic System surfaces, the water of the system will be controlled until corrected as directed by the Department of Environmental Quality.
 - (a) Before construction of individual Aerobic Systems all plans and specifications shall be submitted to the Department of Environmental Quality for approval.

 - (b) No individual Aerobic System shall be covered or placed in operation until final inspection for compliance with approved plans and specifications has been made by the Department of Environmental Quality.

Any malfunction of any system, after being reported to the lot owner by the Department of Environmental Quality and not repaired within seven (7) days may be cause for termination of water service by the City of Medicine Park until such repairs are effected. No individual water wells shall be allowed on any residential lot unless approved by the architectural committee and each resident shall use the water supply from the utility supplying water to the subdivision.

7. No building shall be erected, place or altered on any lot until building plans and specifications and the plot plan showing location of such building with respect to property and building setbacks lines shall have been approved, in writing, by the architectural committee, for conformity

and harmony of external design with existing structures in this tract and as to the location of the building and setback lines. No garage shall be converted to a living area. No cars shall be parked on private property, and no car lot shall be maintained on private property.

8. All yards must be landscaped and well kept, and the grass shall be kept mowed to the satisfaction of the architectural committee at all times. All garbage cans shall be kept out of view and located behind a privacy fence. No above ground swimming pools, satellite dishes or clotheslines shall be allowed, unless the same are behind a privacy fence and obscured from view and approved by the architectural committee. All paint colors will be approved by the architectural committee.
9. No building shall be located nearer to the front line nor nearer to the side street line than the building setback lines shown on the recorded plot. All driveways will be concrete or asphalt.
10. No building plot shall be resubdivided into smaller tracts.
11. No activity will be permitted which may reasonably be anticipated to become a nuisance to the neighborhood. The burning of trash in the subdivision is prohibited. Any street lights, security lights, or signs erected or displayed on the lots must be approved by the architectural committee.
12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats and other household pets may be kept for such household purposes, but may not be kept, bred or maintained for commercial purposes.
13. No previously used structure shall be placed on any lot within this subdivision.
14. No fence or hedge shall be erected in front of the building limit line. All fences shall be approved in advance by the architectural committee. No chain link fences shall be allowed.
15. A perpetual easement is reserved for maintenance of utilities and/or drainage purposes as indicated on the plat. No building or permanent structure shall be erected or maintained on any part of said tract where an easement is indicated. The owner of any lot subject to an easement may erect or maintain a fence, wall or hedge along the property line of such easement (first approved by the architectural committee, but subject at all

times to the prior right to the use of such easement for public or quasi-public purposes).

16. All small drainage channels, emergency overflows, and other swales which are important to abutting properties but are not a part of the drainage system maintained by the public authority shall be the property owner's responsibility; and it shall be the responsibility of the property owner to (1) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow or obstruct, or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot, and (2) the property owner shall provide continuous maintenance of the improvements in the easements or of the swales of channels, except for the improvements for which a public authority or utility company is responsible.
17. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them until January 1, 2017, at which time said covenants shall be automatically extended for periods of ten (10) years unless by vote of the majority of the then owners of said lots it is agreed to change said covenants in whole or on part.
18. If the parties hereto, or any of them, of their heirs and assigns, shall violate or attempt to violate any of these covenants or restrictions herewith before January 1, 2017, it shall be lawful for any person or persons owning any lots in said subdivision to prosecute any proceeding at law, or in equity against the person or persons violating or attempting to violate any such covenant or restrictions, or either, to prevent him or them from doing so. In the event of such legal proceedings, the prevailing party in such action shall be entitled to recover his costs, including a reasonable attorney's fee from the adverse party.
19. The owner of any lot in this subdivision is bound by the terms of these covenants and restrictions and agreed to comply therewith. It shall not be a defense in any action to enforce these covenants and restrictions to raise the non-enforcement with regard to past violations. The equitable defense of laches will not be available in any action to enforce these covenants and restrictions.
20. Invalidation of these covenants by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has subscribed her hand this ____

day of _____, 2007.

Evanna S. Betcher

STATE OF OKLAHOMA)
) ss.
COUNTY OF COMANCE)

Before me, the undersigned, a notary public, appeared this ____ day of _____, 2007, Evanna S. Betcher.

Notary Public

My Commission Expires: _____