

Berrey Farms

Part of Section 19 and 30, Township 21 North, Range 12 East,
Osage County, State of Oklahoma

Total Acreage: 210.99 Acres

Total Lots: 35 Lots

Covenants and Restrictions

Whereas, the owner desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the owner, its successors and assigns.

Therefore, the owner does hereby impose the following restrictions and covenants, which shall be covenants running with the land, and shall be binding upon the owner, his successors and assigns:

A. Use of Land

All lots shall be known and described as residential lots and shall be used for single family residences only.

B. Single Family Restrictions

1. Required Yards

- A.) No building shall be erected or maintained nearer to the front or rear lot lines than the building setback lines shown on the accompanying plat.
- B.) All lots designated for single family use shall have one side yard of not less than 20 feet and one side yard of not less than 8 feet.

2. Area of - Single Family Dwellings

- A.) Dwelling floor area, square feet
All single family dwellings to be a minimum of 1400 square feet. Except single family dwellings constructed in Block 2 on Lots 7 through Lots 13, shall have a minimum of 2500 square feet.
- B.) Dwellings shall be new, permanently constructed single family dwellings only. No mobile homes, double wide manufactured homes, nor modular homes shall be permitted on the lots as dwelling units.

3. Existing Structure

- A.) No single wide mobile homes or previously used homes of any kind may be moved onto or placed on any lot.
- B.) Newly constructed barns and outbuildings will be allowed.

4. Temporary Structure

No trailer, tent, shed, shack, garage, barn or outbuilding shall be at any time used for human habitation, temporary or permanently, nor shall any structure of a temporary nature be used for human habitation, except with express written consent of the developer (s).

5. Vehicle Storage and Parking

No inoperative vehicle shall be stored on any lot and no trailer, motor home, boat trailer, or travel trailer, or ATV vehicles (All Terrain Vehicle) shall be located, parked, or stored within a front yard for long periods of time provided nothing herein shall prohibit the parking of customary passenger vehicles on the surfaced driveway.

6. Noxious Activity

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any vacant lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

7. No Business, Trade or Commercial Activity shall be carried on upon any Residential Lot.

8. No more than one (1) large animal per acre shall be raised, bred, or kept on any lot, except for a total of three (3) household pets and the young of such pets; provided that no more than three (3) adult dogs shall be maintained on any lot. All animals must be fenced in or kept on a leash. No animal shall be permitted on any lot, which does not contain a dwelling to be used as a residence.

9. Individual sewage disposal systems on each lot must conform to minimum State of Oklahoma Department of Environmental Quality (O.D.E.Q.) regulations and shall be constructed and maintained in accordance with the recommendations specified as a result of a percolation test.

C. Duration

These restrictions shall run with the land and shall be binding upon all persons claiming under them until December 15, 2024 AD, at which time, they shall automatically be extended for successive periods of ten years unless revoked by a majority of the property owners. If one of the parties hereto, or any of them, or their heirs or assigns, shall violate any of the provisions herein, it shall be lawful for any other person or persons owning and real estate in said development of the addition, to prosecute and proceedings at law or in equity against person or persons violating or attempting to violate any such restrictions and either prevent him from so doing or recover damages or other dues from such a violation.

D. Severability

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