

**Restrictive Covenants for Northview Addition,
Block One (1), located in the Town of Hillsdale
Garfield County, Oklahoma**

For the purpose of providing for orderly development of the entire Tract and for the further purpose of providing adequate Restrictive covenants for the mutual benefit of its successors in title, we, the owners, Jeffrey G. Hoffsommer and Susan B. Hoffsommer, hereby impose the following restrictions and reservations, to which it shall be incumbent upon its successors to adhere, and any person or persons, corporation or corporations, partnership or partnerships hereafter becoming the owner or owners, either directly or through any subsequent transfers, or in a manner whatsoever of any lots included in Northview Addition, Block 1, shall take, hold, and convey the same, subject to the following restrictions and reservations, to wit:

1. Each lot shall be used exclusively for residential purposes. No noxious or offensive activity which may be, or may become, an annoyance to the neighborhood is allowed or to be carried out on any Lot.
2. Lots shall not be subdivided to create additional building parcels.
3. No temporary building or structure, mobile home, doublewide trailer, or shack garage shall be placed on any Lot, permitted to remain on any Lot, or be used on any Lot, except job trailers and construction trailers that are in use during construction of new residences. Modular homes are acceptable as long as they meet the square footage requirement.
4. Single-story homes shall have a minimum of 2,000 square feet on the main level, exclusive of an attached garage. Two-story homes shall have no less than 1,400 square feet on the main level, exclusive of an attached garage.
5. No building shall be erected, placed, altered or moved wholly, or in part, on any Lot in this subdivision until plans, specifications, and Lot plan showing the location of such, have been approved in writing by a Committee, composed of Jeffrey G. Hoffsommer and Susan B. Hoffsommer, or a representative specifically designated by the Committee. In the event of death, inability to serve, or resignation of any member of said Committee, then Sid Hoffsommer shall act with the remaining member of the said Committee. In the event of death, inability to serve, or resignation of any two members, then the remaining member shall have the full authority to approve or disapprove such designs and location, and shall have the authority to designate replacement members, or member, to serve in the same manner and with the same authority as such replaced member.
6. The front set back on any lot for structures of any kind shall be, not less than seventy-five (75) feet, and the side set back on each lot shall be not less than twenty (20) feet. Any and all other lot line restrictions and easements are set forth on the Plat of Northview Addition.
7. Construction of new homes shall begin on a Lot within eighteen months of the closing date of the purchase of said Lot, unless otherwise approved by the Committee, previously referred to herein.
8. All Lots within the Addition must be properly mowed and maintained and kept free from weeds, trash, rubbish, or other unsightly materials. If the same accumulates upon any Lot, the Committee referred to herein, shall give the owner five (5) days written notice of said violation of the Covenants, and if the condition has not been remediated within the five (5) days, the Committee has the power to have the same cut, cleaned up, and removed, and charge the owner of any such Lot the actual cost thereof.
9. No part of any lot shall be used for dumping garbage, trash, or refuse of any kind. All Lots must be kept free from all rubbish, debris and garbage which shall be stored and maintained in enclosed containers not visible from any street, or stored and maintained in enclosed containers located entirely within the garage or basement.

No person shall cause the incineration of any trash, garbage, or other waste and the same shall not be permitted in the Addition.

10. Any and all sewage disposal systems, upon any Lot herein, must be installed and maintained in accordance with any existing laws of the State of Oklahoma and State Health Department, or any other municipality of government, which might apply hereto.

11. No outbuildings or other structures shall be located in the easements reserved for utilities or drainage.

12. No overhead electric conductor or service lines shall be erected or maintained upon any Lot, and no owner or occupant of any Lot shall demand or require the furnishing of electric service through or from overhead wire facilities, so long as electric service is available from an underground distribution system. This Restrictive Covenant may be enforced by the owner of any lot, or by the electric supplier.

13. There shall not be placed upon or permitted to remain upon any of the Lots in said Addition, any advertisements, display, signs, or billboards of any nature except that the owner of any lot may erect thereon a temporary "For Sale" sign.

14. No building material of any kind of character shall be placed or stored upon the property, until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected, and shall not be placed in the streets or easements.

15. These Restrictive Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 2026 at which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by owners or more than 65% of the Lots within this Addition has been recorded, agreeing to change said covenants in whole or in part. It is specifically our intent that if at any time the Restrictive Covenants are amended by 65% of the Lot owners, that said Amendment thereof shall be effective immediately upon the filing of the same in the office of the County Clerk of Garfield County.

16. If the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person, or persons, owning any real property situated in said Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempt to violate any such covenant, and either to prevent him from doing so, or to recover damages for such violation.

17. If any one of these Covenants is found invalid or unenforceable by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

In witness whereof, we have hereunto set our hands this _____ day of June, 2016.

Jeffrey G. Hoffsommer

Susan B. Hoffsommer

STATE OF OKLAHOMA)

) ss:

COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me on this ____ day of June, 2016 by Jeffrey G. Hoffsommer and Susan B. Hoffsommer, husband and wife.

Notary Public

My Commission Expires: _____