

# SOUTHWOOD/SOUTHWOOD EXTENDED ADDITIONS PROTECTIVE COVENANTS

- Red letter sections are unique to Southwood Addition
- Blue letter sections are unique to Southwood Extended
- Black letter sections are held in common by both additions

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by proceeding at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

1. All lots in the addition, except Block One (1) or unless designated otherwise on the approved plat, shall be know and described as residential lots and shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than a single-family dwelling and a private two (2) car garage, (which shall be attached to the residence). All building exterior wall areas shall have twenty five (25%), fifty percent (50 %) of the exterior wall area constructed of masonry. Resident may construct tool house providing construction and architecture conforms with the dwelling.
2. No building, exclusive of open porches shall be located nearer to the front line nor nearer to the side street line than the building lines shown on the Recorded Plat. No building shall be nearer than five (5) feet to any side lot line.
3. No more than one (1) residence or structure shall be erected on any lot as now platted, except Block ten (10) may be reduced to an area not less than twenty three thousand (23000) square feet; except Block One (1). No dwelling shall be erected on any lots the ground floor of the main structure of which, exclusive of open porches and garages is less than twelve hundred (1200) square feet in area. No dwelling shall be erected on lots, 5 through 10, block 2, and lots 3 through 18, block 3; eleven (11) through fifteen (15), Block Two (2), and all of Blocks Three (3), Four (4) and Five (5); the ground floor of the main structure of which, exclusive of open porches and garages is less than fifteen hundred (1500) square feet in area.
4. No fence shall be erected on any lot forward of the main structure, and no fence on any lot shall be more than six (6) feet in height.
5. No structure previously used shall be moved onto any lot in this addition.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in

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the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easements area of each lot, and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements which a public authority or utility company is responsible.

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.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
9. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising for sale or rent, or signs used by a builder to advertise the property during construction and sales period.
10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or on a lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
11. 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 purposes; And except that no more than **two (2); one (1) riding ponies, pony** shall be kept on lots having an area of more than thirty-five thousand (35,000) square feet. Shelters, **conforming with the construction and architecture of the residence**, may be provided on lots where ponies are kept.
12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
13. All individual water supply systems and sewage disposal systems shall be constructed and equipped in accordance with the standard and recommendations of the Oklahoma State Department of Health.