

PROTECTIVE COVENANTS  
OF  
KINKEAD HILLS ADDITION NO. IV, V, VI &  
TO  
THE CITY OF MCALESTER

7 also 73- A  
STATE OF OKLAHOMA PITTSBURG CO.  
I hereby certify that this instrument was filed  
for record in my office at 3 o'clock P.M.

MAY 13 1985

and is duly recorded in book 70 page

MILDRED HYDE, County Clerk

By Mildred Hyde Deputy

KNOW ALL MEN BY THESE PRESENTS:

For the purpose of providing for an orderly development of all of the above described property and for the further purpose of confirming the development and of providing adequate restrictive covenants for the benefit of itself and its successors in title, do hereby impose the addition of the following restrictions and reservations on Kinkead Hills Addition IV, V, VI and VII to which it shall be incumbent upon their successors intitle to adhere, to-wit:

1. All lots within the subdivision shall be known and designated as residential building plots. No structures shall be erected altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling, in which only one family may reside. It shall be permissible to erect a detached garage within fifty feet of a residence providing the garage is large enough to contain a minimum of one passenger automobile and conforms to the architectural design of the dwelling.

2. No residence of under 1700 square feet, exclusive of porches, garages, carports shall be erected, placed or altered on any building plot in this subdivision.

3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat.

4. No dwelling shall be erected or placed on any building plot which has an area of less than two (2) acres nor shall any dwelling be erected or placed on any lot having a width of less than one hundred fifteen (115) feet at the front minimum building setback line. No lot herein described may be resubdivided into two (2) or more lots of ownership without first being resubdivided, re-platted in accordance with the applicable plat preparation and approval procedure of the ordinances of the City of McAlester and in no event shall they be resubdivided into a lot containing less than two (2) acres.

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

- a. Overhead pole line for the supply of electric service may be located along the easements as shown on the plat, and all supply lines shall be located in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages may also be located in said easement-ways.
- b. Electric service lines may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot: PROVIDED, that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five (5) foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
- c. The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said electric facilities so installed by it.
- d. The owner of each lot shall be responsible for the protection of the electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The Company will be responsible for ordinary maintenance of electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- e. The foregoing covenants concerning electric facilities shall be enforceable by the supplier of electric services, and the owner of each lot agrees to be bound thereby.

6. No animals other than usual household pets shall be permitted to be kept on any residential lot.

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

8. Premanufactured housing including those structures known as mobile homes or modular homes whether attached permanently or temporarily will not be permitted on any lot within the subdivision. Recreational Vehicles or Travel Trailers may be stored in an inconspicuous manner, but may not be used

for living purposes. However, packaged; component residences that are built under on-site construction methods, will be allowed.

9. No detached garage or other outbuilding shall be permitted in the easements reserved for utilities.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or sign used by a builder to advertise the property during the construction and sales period.

11. Owners will erect one masonry stand to hold enclosed receptacles for mail and newspaper deliveries. The masonry stand will conform to the architecture of the dwelling and meet postal regulatory requirements.

12. Masonry (stone or brick) construction is the desired type construction for all improvements. As a minimum, 80% of exterior surface of the buildings (less roof) will be of masonry construction.

13. Garages will have side or rear entrances as opposed to direct entrance from the roadway.

14. Fencing will not be permitted forward of the rear line of the dwelling. The only permissible fencing is chain link, masonry, or wood privacy construction, or a combination thereof. No fence will exceed six feet in height.

15. Lots will be cleared of underbrush within one calendar year from date of purchase. Lot owners are responsible for cleanliness of individual lots, effective on purchase. Lots will not be devoid of trees. All property owners are encouraged to attractively landscape lots.

16. Desirable construction of swimming pools is in-ground construction. should above-ground construction techniques be employed, the pool will be skirted with masonry or wood construction conforming to the architecture of the dwelling.

17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1995, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 75% of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

18. If the parties hereto, or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in said development or division to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

DATED THIS 9 day of April 1985

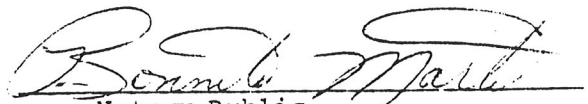
By Alfred W. Kinkead, Sr.  
Alfred W. Kinkead, Sr.

By Alfred W. Kinkead, Jr.  
Alfred W. Kinkead, Jr.

STATE OF OKLAHOMA     )  
                              )  
                              )     ss.  
COUNTY OF PITTSBURG    )

Before me, the undersigned, a Notary Public in and for said County and State, on this 9<sup>th</sup> day of April, 1985, personally appeared ALFRED W KINKEAD SR AND ALFRED W KINKEAD JR to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

  
Notary Public

My commission expires

1-25-87

(SEAL)