



I-2020-001988 Book 1268 Pg 330
03/27/2020 9:09 am Pg 0330-0335
Fee \$ 28.00 Doc \$ 0.00
Cheryl Trammel - Cherokee County Clerk
State of Oklahoma

RESTRICTIVE COVENANTS-RUNNING SPRINGS ESTATES

A SUBDIVISION IN CHEROKEE COUNTY

A TRACT OF LAND SITIATED IN SECTION 5, TOWNSHIP 14 NORTH, RANGE 22 EAST, OF THE INDIAN BASE & MERIDIAN IN CHEROKEE COUNTY OKLAHOMA.

FOR THE PROTECTION OF PROPERTY OWNERS IN THIS SUBDIVISION, this declaration of restrictions, made on this 23rd day of February, 1998, are hereby modified on this 23rd day of March, 2020, and apply to all tracts platted and/or properties sold by meeks and bounds in this section 5. These covenants apply to present and future use thereof.

DEFINITION OF TERMS

For the purpose of these restrictions, the word "street" shall mean any street, road, terrace, or alley of whatever name, which is shown on any subsequent plat or plats, including properties sold by Meeks and Bounds of the above described development.

The word "outbuilding" shall mean any enclosed, covered structure not directly attached to the residence to which it is an appurtenant.

The word "lot" may mean either any lot as platted, or any tract or tracts of land as conveyed, which may consist of one or more less or part or parts of one or more lots as platted or any acreage not platted, and upon which a residence may be erected in accordance with the restrictions herein after set forth.

"Single family unit" shall be known as one residence built on any lot or acreage located on the above described development, Running Springs Estates.

USE OF LAND

None of the lots or acreage as shown by the recorded plat, plus and sold by meeks and bounds, may be improved, used or occupied for other than private residence purposes, and no flat or apartment house though intended for residence purposes may be erected thereon. Any residence erected or maintained on any of the lots or acreage hereby restricted shall be designed for occupancy by a single family and no residence herein described shall exceed two stories in height exclusive of basement area, not any single garage for less than 3 cars. No commercial business shall be carried on from any residence, lot or tract of ground, by any person, partnership or corporation.

ARCHITECTURAL CONTROL

NO building or other improvements shall be erected, placed or altered on any lot or acreage until the construction plans and specifications and a plan showing the location of the structure have been approved by Running Springs Estates Development subdivision developer or successor as to architectural design, quality of workmanship and materials

RESTRICTIVE COVENANTS-RUNNING SPRINGS ESTATES
PAGE 2

harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. NO mobile homes, trailers, or structures in the nature of a mobile home or trailer shall be erected, placed, or allowed to remain. Earth tones are specified for roofs. Building materials for exteriors will require at least some portion of native stone or the equivalent.

BUILDING QUALITY CONTROL AND INSPECTIONS

Developer reserves the right to make structural, mechanical and electrical inspections, as well as inspections during any/all phases of construction. If/when the opinion of the inspector normal building codes and practices are not followed, inspector/developer retains the right to red flag unapproved work. As work is corrected to satisfaction of inspector/developer it will be green flagged and construction may resume.

A building permit will be required before construction is begun. Cost of said building permit is \$300.00. All inspections are included in this cost.

DWELLING COST, QUALITY AND SIZE

No single-family dwelling shall be permitted on any lot, portions of lots, or acreage containing less than 3,000 square feet of floor space, exclusive of garage and porches. All of said dwelling units are to provide an attached 3 stall garage. All plans are required to be approved by developer or successor before beginning construction.

The exterior of each dwelling commenced shall be completed, together with all grading, and landscaping, within 12 months from the date of the first excavation. No multi-story dwelling shall be erected as to substantially obstruct the view of any other existing dwelling.

At minimum, each dwelling shall provide a concrete or asphalt driveway from garage to existing street.

SETBACK AND FREE SPACE

No building shall be located on any lot or tract of land nearer than 25 feet to back or curb at street, and 10 feet to the side line of any lot, tract or parts of lot. It is provided, however, that Running Springs Estates subdivision shall have and does hereby reserve the right to reduce the required frontage or side line to be used with any residence on any lot or tract of land, and may at any time thereafter, with the consent in writing of the then owner of the fee simple title to any such lot or tract, change any such required frontage as herein provided, or which may hereafter be established: provided, however, that no change may be made at any time which will reduce the required frontage of land to be used and maintained with any residence unless approved by developer.

No building may be erected thereon more than 5 feet below the minimum number of feet required with each residence as set forth above, nor 2 feet side line, making 20 feet frontage and 5 feet side line setback, if so reduced.

**RESTRICTIVE COVENANTS-RUNNING SPRINGS ESTATES
PAGE 3**

LOT AREA AND CONTROL

No lot owner may subdivide any part of this lot for sale or erection of any buildings other than those connected to the single-family dwelling.

EASEMENTS

Easements for installation, maintenance of utilities, and drainage facilities are as stated on plat sheet, and/or access for 5 feet inside and along each property line. All utilities to be underground. No above ground lines shall be permitted.

SIGHT DISTANCE

No fence, wall, hedge or shrub planting more than 6 feet above the roadways or property lines shall be placed or permitted, unless authorized in writing by Running Springs Estates subdivision developer or successor. The planting of trees must be approved as not to obstruct the view of other properties.

NUISANCES

No noxious or offensive activity shall be carried on upon any lot or tract of land, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All trash, litter, cans, bottles or refuse shall be carried away and not be permitted to accumulate, and shall at all times be kept in a closed container(s). All lots shall be kept mowed by the owner. Lot owners shall be required to keep brush, weeds, or lawns cut to 3 inches in front and sides, and 8 inches in rear of property. Failure to comply to said requirements or to pay for such costs may become a lien upon the property.

No commercial trucks or trailers shall be allowed to park in front of dwellings or on streets. No noisy cars, truck or motorcycles are to be driven or parked on any lot in subdivision, with the exception of properly driven four-wheel recreational vehicles.

No automobile, truck or piece of machinery may be left in excess of 1 week in the subdivision with 1 or more tires removed, engine removed, or in an inoperable condition. No storing of any type of machinery, truck or automobile is permitted in excess of 1 week in the subdivision unless in an enclosed garage. No truck or any other vehicle larger than a pick-up truck shall be permitted to remain in the subdivision longer than the necessary times required for the loading/unloading of its cargo, or construction time. No vehicle shall be parked in the street for more than 24 hours.

No boats or campers shall be parked in front of or on the side of any structure, overnight or in any unsightly manner.

TEMPORARY STRUCTURES

**RESTRICTIVE COVENANTS-RUNNING SPRINGS ESTATES
PAGE 4**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home, or other outbuilding shall be used on any lot or tract of land at any time as a residence, either temporarily or permanently, except during construction for a maximum of 12 months. Any structure of such nature shall be submitted in writing and approved by developer/successor.

FENCES

Any fence, hedge or boundary wall erected, kept or maintained around any of said lots or any part, or parts thereof, or tracts of land shall be in keeping with the design and architecture of the residence upon such lot and of an ornamental nature. If constructed of wooden material fences shall be painted or stained, and maintained with at least two coats of paint or stain. NO such fence, hedge or boundary wall shall be more than 6 feet in height unless approved by developer. All fences, drainage ditches, building additions, retaining walls and plantings which will attain an ultimate growth of over 6 feet in height must be approved in writing by developer or successor.

Chain linked fences will not be allowed. No fences of any form will be allowed on frontage line. Trash, brush, weeds, or any other debris allowed to collect in fences shall be removed by owner. Failure to do so causing removal of said debris to be completed by developer/successor will be at owner's expense.

SIGN BOARDS AND/OR NAMEPLATES

Bill boards, advertising signs, or other advertising structures, for sale/for rent signs, with the exception of property identification, will not be permitted on any tract of land, and said signs shall not be in excess of 4 square feet.

ANIMALS PROHIBITED

No animals, livestock or poultry of any kind shall be raised, bred or kept alive on any lot. With the exception that dogs, cats or other household pets may be kept, and all owners or keepers thereof are liable for any destruction or nuisance they might cause. No more than 3 animals are permitted per lot. Hunting or discharging of firearms is prohibited. Wildlife and birds are to be protected.

WASTE WATER DISPOSAL SYSTEMS

When the owner of any lot within the subdivision commences construction of a dwelling thereon, the lot owner shall, at the same time, install a concrete tank with minimum capacity of 1,000 gallons and a soil absorption field, or approved waste water system. Aerobic systems are suggested by developer.

The installation of the septic tank and tile field shall be certified by a qualified health official as having been installed properly.

2020-001988 Book 1268 Pg 334
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**RESTRICTIVE COVENANTS-RUNNING SPRINGS ESTATES
PAGE 5**

It shall be the lot owner's responsibility to assure that the waste water disposal facilities are properly operating and maintained at all times.

BUYER'S RIGHTS

Each grantee or purchaser of any lot or parcel shall by acceptance of a deed conveying title thereto of the executing of a contract for the purchase thereof, whether from developers or a subsequent owner of such lot or parcel, accepts such deed or contract upon or subject to each and all of the provisions of this declaration and of the jurisdiction, rights, powers, privileges, and immunities of the developers. By such acceptance grantee or purchaser shall for himself, his heirs, devisee, personal representative, grantee, successors and assigns, lessee and/or leaser, covenant, consent and agree to and with the developer and grantees or purchasers of each other lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this declaration.

Maintenance Fees

It shall be the cooperative responsibility of all owners of developed properties within the subdivision to maintain the entry way, including; electricity, rockwork, landscape, security gate and equipment, fixtures, lights, maintain/mow a 5' grass strip at concrete paving (once developed).

In order to provide common maintenance for the benefit of all owners, each household shall pay a monthly maintenance fee. The fees will be paid to the RSE Maintenance account. The monthly fees will be \$35/month.

It shall be the fiduciary duty of the maintenance person and the treasurer/secretary "Trustees" to keep record of fees paid. Trustees shall maintain those items as set forth and pay for said utilities from maintenance account. Trustees shall remain until such time that he or she shall resign, assign his or her position, or is replaced.

The nature, design and landscaping of the entry ways, sign, rockwork, road right-of-way, and planters shall be the responsibility of the Trustees. All request to Trustees by developed property owners will be considered. Extra Holiday lighting and decoration can be by property owners.

GENERAL PROVISIONS

The restrictions herein set forth shall run with the land and bind the present owners, their successors and assigns, and all person claiming by, through or under them, shall be taken to hold, agree, and covenant with said owners, their successors and assigns and with each of them to conform to and observe said restrictions as to the use of said lots and tracts of land, and the construction or improvement thereon for time limit approved by developer and/or his successors. At the end of this period of time, the homeowners may, by majority vote, change the time limits for the covenants. No restrictions herein set

I-2020-001988 Book 1268 Pg 335
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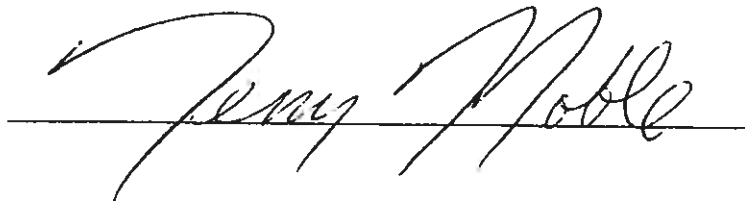
forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their seizing of or title to said land the owner/owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal action for damages; and the failure of the present owner/owners of any other lots or tracts of land in this addition to enforce any of the restrictions herein set forth, at the time of its violation, shall in no event be deemed to be a waiver of the right to do so thereafter.

Invalidation of any one of these covenants 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, the party hereto has caused these present to be signed by the developer, of said development, on the day and year first written above.

RUNNING SPRINGS ESTATES SUBDIVISION

BY OWNER/DEVELOPER:



ACKNOWLEDGMENT

STATE OF OKLAHOMA
COUNTY OF Cherokee
ON THIS 26th DAY OF Mar, 2020 Jerry Noble
PERSONALLY APPEARED BEFORE ME,
 WHO IS PERSONALLY KNOWN TO ME,
WHOSE IDENTITY I VERIFIED ON THE BASIS OF _____
TO BE THE SIGNER OF THE FOREGOING DOCUMENT, AND HE/SHE
ACKNOWLEDGED THAT HE/SHE SIGNED IT.
Cheryl A. Trammel
NOTARY SIGNATURE
MY COMMISSION EXPIRES: 10/28/2022

