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Doc#:R 2016 3175
Bk&Pg:RB 5510 912-915
Filed:02-01-2016
08:52:19 AM
Cleveland County, OK
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FIRST AMENDMENT TO DEED RESTRICTIONS

WHEREAS, Shaz Investment Group LLC (hereinafter “Developer”), an Oklahoma limited liability company, previously filed and recorded Deed Restrictions (“Deed Restrictions”) for the Subject Property on January 27, 2016 at Book RB 5509 Page 5-7 in the office of the Cleveland County Clerk.

WHEREAS, Developer is the sole owner of the Subject Property described on Exhibit “A”, attached and hereby made a part of this instrument.

WHEREAS, Developer hereby amends said Deed Restrictions for the Subject Property as follows:

1. For the purposes of these Deed Restrictions, “Developer” refers to Shaz Investment Group LLC, an Oklahoma limited liability company.
2. All tracts within the Subject Property shall be restricted to new homes built on-site of new materials.
3. Roof pitch shall be a minimum of 7/12. Alternate elevations which depart from this standard may be approved in writing by the Developer.
4. Minimum square footage for structures built on all tracts within the Subject Property shall be 1,800 square feet, plus a two (2) car attached garage.
5. Exterior of homes shall consist of a minimum of 60% brick, stone, stucco, or a combination thereof.
6. Barbed wire fences are prohibited between the front of the house and the road.
7. No building may be located on any tract within Subject Property neither nearer to the front tract line nor nearer to the side street line than the minimum building setback lines shown on the survey or as otherwise specified by city zoning requirements.

8. Household pets shall be permitted; however, no other animals except a total of four (4) horses and/or cows shall be permitted on each five (5) acre tract within Subject Property. On the nine (9) acre tract within the Subject Property, eight (8) horses or cows shall be permitted.
9. No business or trade activity shall be carried out on any residential tract within the Subject Property.
10. Reserves of installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded certificate of survey. Within these utility reserves, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each tract and all improvements permitted therein shall be maintained continuously by the owner of the tracts, except for those improvements for which a public authority or utility company is responsible.
11. This Declaration may be amended by an instrument signed by the Developer so long as the Developer owns any tract within the Subject Property. Once Developer owns no tract within the Subject Property, any amendment of these Deed Restrictions must be in writing and signed by all owners within the Subject Property and filed in the office of the Cleveland County Clerk in the State of Oklahoma.
12. Invalidation of any one of these covenants by judgment or court order shall in no way affect the validity of the other provisions, which shall remain in full force and effect.
13. All outbuildings must be built on-site of new materials.
14. This Amendment amends and supersedes all prior filed Deed Restrictions for the Subject Property.
15. The restrictions stated herein shall run with the land, and the benefits and burdens herein created shall be binding upon the heirs, executors, administrators, successors, heirs, and assigns.

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

A tract of land situated within a portion of the South Half (S/2) of the Southeast Quarter (SE/4), of Section Twenty (20), Township Ten North (T10N), Range One East (R1E), of the Indian Meridian (I.M.), Cleveland County, Oklahoma; being more particularly described as follows:

BEGINNING at the Northeast corner of said S/2 SE/4, whence the Northeast corner of said SE/4 being a MAG nail with shiner found in place bears N 00°47'38" W 1320.57 feet distant;

Thence S 00°47'38" E along the East line of said S/2 SE/4 a distance of 382.82 feet to a point, whence the Southeast corner of said SE/4 being a PK nail found in place bears S 00°47'38" E 937.76 feet distant;

Thence N 89°42'17" W passing through a ¾" Iron Pipe with 2" Brass Cap stamped "ATT" at a distance of 37.50 feet for a total distance of 473.08 feet to a point, marked by a ¾" Iron Pipe with 2" Brass Cap stamped "ATT";

Thence S 00°30'56" E a distance of 467.85 feet to a point, marked by a ¾" Iron Pipe with 2" Brass Cap stamped "ATT";

Thence S 89°58'22" E a distance of 7.32 feet;

Thence S 00°47'38" E a distance of 471.35 feet to a point on the South line of said SE/4, whence the Southeast corner of said SE/4 being a PK nail found in place bears S 89°52'55" E 468.00 feet distant;

Thence N 89°52'55" W a distance of 2170.24 feet to the Southwest corner of said SE/4, marked by a 1/2" Iron Pin found in place;

Thence N 00°45'38" W along the West line of said S/2 SE/4 a distance of 1321.49 feet to the Northwest corner of herein described tract, same being the Center South Sixteenth corner (CS/16) of said Section 20, marked by a 3/8" Iron Pin with cap stamped "A Henry LS1335";

Thence S 89°51'42" E along the North line of said S/2 SE/4 a distance of 2637.49 feet to the POINT OF BEGINNING.

Said Tract contains 3,042,218 Square Feet or 69.840 Acres, more or less.

Cleveland County Clerk's Office

Tammy Belinson



Doc Type: R
Doc Year: 2016
Doc Number: 3175

Book Type: RB
Book Number: 5510
Page Number: 912-915

Filed: 02-01-2016 08:52:19 AM
Inst Type: Restrictions (Declaration of)

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Receipt To:

Shaz Investment Group L L C
2252 N Broadway Street
Moore, OK 73160

Charges

Receipt # R1183133 -- 02-01-2016 08:52:51 AM

Payments

Preservation Fee	\$ 5.00
Filing Fee	\$ 14.00
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Item Total	\$ 19.00

Cash	\$ 20.00
Change	\$ -1.00
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Payment Total	\$ 19.00
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Balance Due	\$ 0.00