



## RESIDENTIAL RESTRICTIONS AND COVENANTS

CAL

**WINTER PARK FARMS, BLANCHARD, OKLAHOMA**  
BEING A PART OF THE E/2 OF SEC. 15, T7N, R5W, I.M., GRADY COUNTY  
BEING MORE PARTICULARLY DESCRIBES AS FOLLOWS:

The S/2 S/2 NE/4 & N/2 S/2 N/2 SE/4 & N/2 N/2 SE/4 of Section 15, Township 7 North, Range 5 West of the I.M., Grady County, State of Oklahoma. LESS & EXCEPT THE FOLLOWING TRACT OF LAND: Commencing at the SE/ corner of the SE/4; thence North 0 01' 56" West along the East section line a distance of 1647.26 feet for a true point of beginning, thence South 89 58' 4" West 417.50 feet; thence North 0 01' 16" West 208.75 feet; thence North 89 58' 04" East 417.50 feet to the East section line, thence; South 0 01' 16" East along the East section line 208.75 feet to the POINT OF BEGINNING.

### KNOW ALL MEN BY THESE PRESENTS:

Casa Grande Homes, Inc. hereby certifies that it is the owner of the land and the only person, firm, partnership, or corporation having any right, title, or interest in and to the following described real estate and premises situated in Grady County, Oklahoma, to-wit:

Lots One (1) through Thirty-Five (35) in Winter Park Farms subdivision, as recorded.

Casa Grande Homes, Inc., certifies that it has caused said tract of land to be surveyed into lots and a Block and has caused a plat to be made of said tract showing accurate dimensions of the lots, building setback lines, right-of-way, widths of streets and easements for utility and drainage purposes. The plat is recorded in Plat records of the County Clerk of Grady County, Oklahoma.

### RESTRICTIVE COVENANTS

For the purpose of providing an orderly development of the entire tract and for the mutual benefit of Casa Grande Homes, Inc. or its successors, grantees and assigns in title to the subdivision, it hereby imposes the following restrictions, covenants and reservations to which it shall be incumbent upon the successors, grantees and assigns in title to adhere.

1. Each lot within Winter Park Farms shall be known as and reserved exclusively for a single-family residential building. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one (1) detached single-family dwelling not



to exceed two (2) stories in height and a private garage for at least two (2) vehicles. A maximum of one (1) single-family dwelling unit may be constructed on each lot. No garage shall ever be converted into a room or living quarters, but said garage must always remain for the purpose of storing automobiles, automobile accessories and such personal tools and equipment.

2. No lot as shown on the plat of Winter Park Farms shall be subdivided nor have more than one single-family dwelling constructed upon it.

3. No business, trade nor commercial activities 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.

4. No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

5. The minimum square foot living area requirements for structures in Winter Park Farms shall be 1600 square feet. This minimum figure is for living space and is exclusive of garages, covered porches and breezeways.

6. Each residence must be constructed of a minimum of 70% of brick or rock on the exterior walls (no imitation materials shall be permitted). The minimum roof pitch for the residence shall have an angle of 8/12. The shingles placed on the roof shall have a 30-year or more lifetime guarantee. The setback lines must be a minimum of 50 feet in front with a minimum of 25 feet setback lines on the sides. The garage approach at each residence shall be a minimum of 24 feet in length and constructed of concrete. The drive way must be a minimum of 12 feet wide and extend to the property line.

7. Each residence must have a photocell electric light installed with a yard light at the same time the house is constructed and it must be maintained at all times.

8. All outbuildings shall be constructed on-site and pre-fabricated outbuildings are prohibited. Each outbuilding shall have a maximum size of 30 feet by 50 feet and with an earth-tone color on the exterior. Each outbuilding must be behind the back line of the house and with a 25 feet minimum on the side property lines.

9. Mail boxes will be provided by the Developer and the United States Postal Service in the form of a cluster type box and will be located at the entryway of the Development.

10. No fence shall be installed on the front portion of any lot between the front boundary of the lot and the front building setback line. All fences shall be no greater in height than 6 feet and shall be subject to approval of the Architectural Committee hereinafter designated.

11. All building lots, whether vacant or with a house constructed thereon, shall be mowed and maintained in a timely matter. All areas must be maintained in a manner so as to be inoffensive to adjacent property owners.

12. The keeping of livestock, swine, chickens & other fowl shall not be permitted upon any lot.

13. There shall be no dog kennels located nor maintained upon any lot and no pit bulldogs shall be permitted within the addition.



14. The only access to or from the platted area shall be through the main entrance gate. No lot which may border a section line road or other public road shall have an access to the lot from such road.

15. There shall be no inoperable vehicles nor vehicles upon jack stands permitted on any lot except for the immediate purpose of changing a flat tire.

16. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than nine (9) square feet used by builder to advertise the property during the construction and sale period. Only one (1) sign may be used by Builder.

17. No trash nor refuse shall be burned, nor any trash nor refuse stored on a residential lot in excess of that generated by the residents for a period of more than one week. Garbage receptacles shall be stored behind the home, not on the road. Except the receptacles may be moved to the front of the property on trash pickup day if required by the trash pickup service.

18. No truck, bus nor commercial vehicle of any kind, nor any motor vehicle other than a standard passenger car or pickup shall be parked or permitted to remain in the driveway or street adjacent to any residential plot in the subdivision except for such period of time as may be absolutely necessary in order to pick up or deliver materials or to do work or make repairs on the property. It is the intent of this requirement that the owners and occupants of residential buildings in the subdivision shall not use the property upon which they reside or street adjacent thereto for the storage or habitual parking of any such prohibited motor vehicle other than the said standard passenger car or pickup. No vehicle shall be parked in any area other than the driveways or garage areas that are in compliance with these covenants. One-ton trucks and larger are not permitted to remain in the subdivision except during construction of a new home.

19. The Architectural Committee shall be composed of Donald G. Wood, Cassie S. Wood and Daryl R. Wood. If a committee member dies, resigns or becomes incompetent, then the remaining members shall appoint a replacement member.

20. The covenants are to run with the land and shall be binding upon all parties & all persons claiming under them for a period of 20 years from the date this instrument is filed of record in the office of the County Clerk of Grady County, Oklahoma, and that the expiration of the time period said covenants shall automatically be extended by successive periods of Ten(10) years unless an instrument signed by a majority of the then owners of the lots has been recorded to change said covenants in whole or in part. Each lot shall have only one (1) vote, regardless of the number of owners.

21. 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 subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant & either to prevent him or them from so doing or to recover damages or other dues for such violation period.

22. Any and all tin-horn drainage pipes must be constructed of steel or other metal products. Each tin-horn must be a minimum of 12" in diameter and be a minimum of 24' in length. No plastic type drainage pipes are to be used in the subdivision. Lots 14 and 15 tin-horns must be a minimum of 18" in diameter.



Witness our signatures this 14<sup>th</sup> day of January, 2021.

CASA GRANDE HOMES, INC., AN Oklahoma Corporation

By: Donald G. Wood  
 President

Attest: Cassie S. Wood  
 Secretary

STATE OF OKLAHOMA )  
 ) ss:  
 COUNTY OF GRADY )

Before me, the undersigned, a Notary Public, in and for said County and State on this 14<sup>th</sup> day of January, 2021, personally appeared DONALD G. WOOD, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires: 12.14.23

Notary Public Stephenie A. Gilliam

My Commission Expires 12-14-23

