

AMENDMENT OF DEED RESTRICTIONS

THIS AGREEMENT made and entered into this _____ day of January, 2025, by and between TODD JESSEN, a single person of lawful age (hereinafter "Jessen") and JOHN CARL GLEFFE, JR. and ANGELA DENISE GLEFFE, husband and wife (hereinafter referred to collectively as the "Gleffes").

W I T N E S S E T H:

WHEREAS, on May 13, 2022, Jessen made, executed and delivered a certain Joint Tenancy Warranty Deed (hereinafter the "Warranty Deed") to the Gleffes' which was recorded in Book 7226 at Page 247 of the records of the County Clerk, Carter County, Oklahoma, pertaining to the following described real property situated in Carter County, State of Oklahoma, to wit:

See Attached Exhibit "A"; and

WHEREAS, as a part of the Warranty Deed, the Gleffes agreed to certain restrictions as to the use of the property, a copy of which is attached hereto and marked Exhibit "B" and made a part hereof; and

WHEREAS, the parties hereto now desire to amend the restrictions set forth in the Warranty Deed in order to allow for livestock to be raised, kept and bred thereon and for the constructions of a garage and barn on the premises.

NOW THEREFORE, the undersigned, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, each to the other, and other good and valuable consideration, the receipt whereof is hereby acknowledged, it is therefore agreed as follows, to wit:

I.

AMENDMENT OF DEED RESTRICTIONS

The parties hereto agree that the Deed Restrictions set forth on Exhibit "B" to the Warranty Deed shall be amended in the following respects, to wit:

- A. Item No. 2, which states that no livestock, animals, or poultry of any kind or description shall be raised, bred or kept thereon for any commercial purpose is hereby stricken, erased and expunged in its entirety, and shall be of no further force or effect; and
- B. Item No. 3 shall be amended to delete the words "garage" and "barn" so that the erection and maintenance of these sort of structures on the premises shall be permitted.

II.

RATIFICATION OF WARRANTY DEED

Except as may be modified by this Amendment of Deed Restrictions, each of the parties hereto ratify and confirm each and every provision of the Warranty Deed, and the restrictions contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

TODD JESSEN, a single person of lawful age

JOHN CARL GLEFFE, JR.

ANGELA DENISE GLEFFE

STATE OF OKLAHOMA)
)
COUNTY OF CARTER)

ss:

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of January, 2025, by TODD JESSEN, a single person of lawful age.

My Commission Expires:

Notary Public

STATE OF OKLAHOMA)
)
COUNTY OF CARTER)

ss:

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of January, 2025, by JOHN CARL GLEFFE, JR. and ANGELA DENISE GLEFFE, husband and wife.

My Commission Expires:

Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of land located in the South Half (S/2) of the Southwest Quarter (SW/4) of Section Two (2), Township Five (5) South, Range One (1) West of the Indian Meridian and Base Line, Carter County, Oklahoma and being more particularly described as follows: BEGINNING at the Southwest Corner of the Southwest Quarter (SW/4) of said Section Two (2); THENCE North 00°05'32" East, along the West line of said Southwest Quarter (SW/4), a distance of 1323.81 feet to the Northwest Corner of the South Half (S/2) of the Southwest Quarter (SW/4); THENCE North 89°52'39" East, along the North line of said South Half (S/2) of the Southwest Quarter (SW/4) of Section Two (2), a distance of 1984.09 feet to the Northeast Corner of the Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Two (2); THENCE South 00°05'07" West, along the East line of said Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4), a distance of 374.52 feet; THENCE South 80°59'27" West a distance of 408.40 feet; THENCE South 30°53'40" West a distance of 311.28 feet; THENCE South 16°26'48" West a distance of 204.21 feet; THENCE South 00°04'09" East a distance of 213.22 feet; THENCE South 14°07'04" West a distance of 172.24 feet to a point on the East line of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4); THENCE South 00°05'15" West, along said East line, a distance of 45.22 feet to the Southeast Corner of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section Two (2); THENCE South 89°57'04" West, along said South line of the Southwest Quarter (SW/4), a distance of 1322.83 feet, back to the Point of Beginning.

EXHIBIT "B"

All parties acknowledge and understand that the Dead Restrictions stated in this ADDENDUM, are to be recorded as part of the deed conveying the Property to the Buyer at Closing and will attach to the property indefinitely.

Deed Restrictions and Limitations Imposed on Real Estate:

- (1) Tract is for Residential Use Only. Owner Occupants Only.
- (2) No livestock, animals, or poultry of any kind or description shall be raised, bred, or kept thereon for any commercial purpose.
- (3) No trailer, mobile home, double-wide trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract or placed on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of temporary character be used as a residence. No trailer, mobile home, double-wide trailer, or pre-built structure shall be moved onto tract, as improvements on the property must be constructed on-site.
- (4) No outbuildings shall be permitted in the easements reserved for utilities.
- (5) ~~ANY Growth of Cannabis on the Property is prohibited. (wording may be revised by attorney prior to closing)~~
- (6) These covenants shall be effective upon property transferring to a new buyer and are to run with the land and shall be binding on all parties.
- (7) If the parties hereto or any of them, or their heirs or assigns, violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons previously owning this property to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violation.
- (8) Invalidation of any of these covenants by judgment or court order shall in no way affect any other of the provisions which shall remain in full force and effect.

Witness the signatures of the undersigned on this 13th day of MAY, 2022

[Handwritten Signature]

State of Oklahoma)
) ss.
County of Carter

The foregoing instrument was acknowledged before me this 13 day of MAY 2022

By *[Handwritten Signature]*
Notary Public *[Handwritten Signature]*



MISSOURI # 1400100000