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*Filed August 28, 1987; bk 2044, Pg 453*

## **OWNER'S CERTIFICATE DEDICATION AND RESERVATIONS**

### **KNOW ALL MEN BY THESE PRESENTS:**

PARK PLACE DEVELOPERS, L.L.C., a Limited Liability Company, hereby certifies that it is the owner of, and the only person, firm, or company having any right, title or interest incurred to the following described real estate and premises situated in Cleveland County, Oklahoma to-wit:

All of PARK PLACE ADDITION SECTION 3 to Norman, Oklahoma, according to the recorded plat thereof.

Said company further certifies that it has caused said property, designated aforesaid, to be surveyed into blocks, lots, streets and avenues, and has caused a plat to be made of said tract showing accurate dimensions of lots, set back liens, rights of way, widths of streets and reserves for utilities. Said company hereby designates said tracts of land so platted as all of PARK PLACE ADDITION SECTION 3 to the City of Norman, Cleveland County, Oklahoma, and hereby dedicates to public use all the streets and avenues within such subdivisions, and reserves, easements for installation and maintenance of utilities, and for drainage, within such subdivision, as shown on the recorded plat thereof. All lands dedicated to public use are free and clear of all encumbrances.

## **PROTECTIVE COVENANTS**

For the purpose of providing an orderly development of the entire tract, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of said company and its' successors in title to the subdivisions of said tracts, it hereby imposes the following restrictions, covenants and reservations, to which it shall be incumbent upon successors in title adhere.

### **Protective Covenants**

1. All lots in said additions are hereby designated as single family residential building plots. No structure shall be erected, altered, placed or permitted to remain on any such single family residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height, and private garage for not more than three nor less than two automobiles, and other outbuildings strictly incidental to residential use of the plot.

2. No building shall be erected, placed or altered on any building plot in these subdivisions until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the finished grade elevation, by the majority members of a committee composed of Gary Armstrong, Gail A. Armstrong, and Janice McCalip, or by any person or persons designated by said committee. In the event of the death or resignation of any members of said committee, the remaining members shall have full authority to designate a successor or disapprove, within thirty (30) days, any plans and specifications submitted to it, or in any event, if not suit to enjoin the construction has been commenced

prior to the completion there of, approval will not be required and this covenant shall be deemed to have been fully observed and complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of the majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its power and duties.

3. Reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plot. 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 and maintenance of such utilities, or which may change the direction 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 lot and all improvements permitted therein shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties, but are not a part of the drainage system maintained by public authority or utility company, shall be property owner's responsibility and it shall be the responsibility of the property owner to: (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot, and (b) to provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority, utility company, or property owner maintenance association is responsible.

4. No television, radio, or other antenna shall be placed on any lot or improvement to height exceeding five (5) feet above the highest point of any residence. In addition, no antenna of any kind, including satellite antennas or dishes shall be installed on any lot in the front yard, or side lot forward of the front fence line.

5. The ground floor area of the main structure, exclusive of covered and open porches and garage, on all lots in PARK PLACE ADDITION SECTION 3, shall be not less than One Thousand Six Hundred (1,600) square feet for any one story dwelling, or less than One Thousand (1000) square feet on the ground floor for a dwelling of more than one story, but the total living space per dwelling shall be not less than One Thousand Six Hundred (1,600) square feet.

6. Any window type air conditioners installed shall be kept from the view of the street.

7. 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 set back lines shown on the recorded plot. In any event, no building shall be located on any residential plot nearer than 25 feet to the front lot line, or further than 35 feet from the front lot line, or nearer to the rear lot line than permitted by city ordinances. No dwelling shall be located nearer than 5 feet to a side lot line, provided that detached garages or other outbuilding 60 feet or more to the rear of the front building line may be located not closer than 4 feet to a side lot line. In no event shall the distance between residential buildings be less than 10 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be constructed to permit any portion of the building on a lot to encroach upon another lot.

8. 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 be or may become an annoyance or nuisance to the neighborhood.

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

10. No fence shall be installed on the front portion of any lot in this subdivision between the front lot line and the front building set back line. Fences shall be of wood, brick or masonry construction.

11. No detached garage or other outbuilding shall be permitted in any easement reserved for utilities.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purpose.

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

14. All residences shall be of new construction, and no residence, part of a residence, or garage, may be moved from another area into this subdivision. Mobile homes of any kind shall not be allowed to be placed or parked, either permanently or temporarily, on any lot.

15. All houses are to face the front of the lot, except as may be approved by the committee in writing.

16. No truck exceeding one (1) ton, trailer, camper, house trailer, motor home, airplane, boat, boat trailer, bus or commercial vehicle of any kind, or any motor vehicle other than a standard passenger car or pick up not exceeding (1) ton, shall be parked or permitted to remain on the driveway of, in the front yard, side yard in front of front fence line, or street adjacent to, any residential plot in this subdivision except for such period of time as may be absolutely necessary in order to pick up or deliver materials or to do work on 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 streets adjacent thereto, for the storage or habitual parking of any such prohibited above mentioned property, other than the said standard passenger cars or pick ups.

17. Except for the undersigned developer, sidewalks as required by city ordinances must be installed by the owner of the lot no later than at completion of the residence of one (1) year after purchase.

18. No detached garages shall be permitted on any lot in these subdivisions, except upon approval of the committee or its representative.

19. The initial roof of all dwellings built in said Addition must be of composition, and be of weathered wood appearance which is gray in color, or other type of approved dark gray shingle. All roofs must have a minimum pitch or slope of 7 on 12. Any other roofs so desired must be approved by the architectural committee in writing.

20. All lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the committee. All from view from street and from adjoin lots. In addition, any lots which are initially purchased from the developer for the purpose of building a home for resale must, prior to obtaining an occupancy permit thereon, must have the front yards of such residences and with solid grass.

21. The undersigned owner, or a representative designated by it, hereby reserves and is granted the right and power to record a Special Amendment to these Restrictions at any time and from time to time, which amends the same (1) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently

performed by such entities and/or (2) to induce any of such agencies or entities to make, purchase, insure or guarantee any first mortgage on such owner's lot. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the such party to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be grant and acknowledgement of, and a consent to the reservation of the power of the such parties to make, execute and record such Special Amendments. No Special Amendment made by such parties shall affect or impair the lien of any first mortgage upon a lot or any warranties made by an owner to a first mortgage in order to induce any of the above agencies or entities to make, purchase insure or guarantee any first mortgage on such owner's lot.

22. The principal exterior of any residential structure shall be at least Seventy percent (70%) masonry exclusive of eaves, facia, gables, doors, windows, and garage doors and shall be at least Fifty percent (50%) masonry inclusive of eaves, facia, gables, doors, windows, and garage doors and the balance of the exterior may be of frame, wood, shingles or other material which will blend together with the masonry. Any deviation from the above must be approved in advance by the committee.

23. All fireplaces located on the front of any home must be brick or brick veneer. However, fireplace exhausts which exit through the roof or on the backside of home may have wood chases.

24. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2017, at which time said covenants shall be automatically extended for successive periods of ten years each, unless an instrument signed by the owners of the majority of the lots has been recorded, agreeing to terminate or amend these covenants, in whole or in part, has been recorded.

25. If the parties hereto, or any of the, or their heirs, or assigns, or any person or persons claiming under them, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in this subdivision to prosecute any proceedings at law or in equality against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation, including attorney's fees in the prosecution and enforcement or said covenants.

26. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions herein, and such other provisions shall remain in full force and effect.

DATED this 4<sup>th</sup> day of June, 1997.

Park Place Developers, L.L.C.  
Gail Armstrong, Managing Member