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Oklahoma.

OWNER'S CERTIFICATE, DEDICATION AND
RESERVATION OF ALL LOTS IN BLOCKS
1 & 2 of RUSTLING HILLS ADDITION
OKLAHOMA COUNTY, OKLA.
Being a subdivision of part of the
NW $\frac{1}{4}$ Sec. 7, T14N R2W. I. M.,
Oklahoma County, Okla.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ARCO DEVELOPMENT CO., INC., do hereby
certify that we are the owners of and the only person or persons,
corporation or corporations who have any right, title or interest in
and to all of the land embraced and included in the above-described
property now platted into lots, blocks, streets and easements as shown
on the plat of Rustling Hills Addition, recorded in Book 45 of Plats
at Page 89 of the records of Oklahoma County, State of Oklahoma.

For the purpose of providing an orderly development of all of the
lots and blocks included in the above-described property, and for the
further purpose of providing adequate restrictive covenants for the
benefit of the owner and its successors in title to the aforesaid
lots and blocks the owner does hereby impose the following restrictions
and reservations on the above-described property to which it shall be
incumbent upon its successors in title to adhere and any person or
persons, corporation or corporations, hereafter becoming the owner or
owners, either directly or through any subsequent transfers, or in any
manner whatsoever of any lot or lots, block or blocks of the above
described property, shall take, hold and convey same subject to the
following restrictions and reservations to-wit:

(1) No building shall be erected, placed or altered on any lot
located in the above described property until after the building plans,
specifications, and plot plan showing the location of such buildings
have been approved in writing as to conformity and harmony of external
design with existing structures in said subdivision, and as to location
of the building with respect to topography and finished ground elevations
and with respect to side lot and front building setback lines by a
majority of an architectural committee composed by Arco Development Co
or their duly authorized representatives or representatives or successors.
In case of the death or resignation of any member or members of said
committee, the owner shall have the authority to appoint successor
members to the above named committee to fill any vacancy or vacancies
created by the death or resignation of any of the aforesaid members,
and said newly appointed member or members shall have the same autho-
rity hereunder as their predecessors to approve or disapprove such
design or location as above set forth. If the aforesaid committee,
their authorized representatives or successors, fail to approve or

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Entry No. ^A

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disapprove such design, specifications or location within thirty (30) days after building plans, building specifications and plot plan in duplicate, have been submitted to them or in any event, if no suit to enjoin the erection of such building, or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

Such committee, their authorized representatives or successors shall act and serve until December 31, 2000 at which time the record owners of two thirds of the lots in the above-described property, may designate in writing duly recorded among the land records their authorized representatives who thereafter shall have all of the powers, subject to the same limitations, as were previously delegated here in to the above -named committee.

(2) All of the lots located in the property heretofore described shall be reserved exclusively for use as residential lots or residential building sites.

(3) Only one single-family detached residence, not to exceed two stories in height, and a private garage for not more than two cars,, shall be erected, latered, placed or permitted to remain on any residential plots in the heretofore-described property

(4) 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 line shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front line or nearer than fifteen (15) feet to any side street line. In no event shall the distance between buildings be less than ten (10) feet. No dwelling shall be located nearer than four (4) feet to a side lot line: however, detached garages or other outbuildings located sixty (60) feet or more from the front building line may be located three (3) feet from a side lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line, for the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building.

(5) None of the lots in the heretofore described property shall be subdivided so that any lot in the heretofore described property shall contain an area smaller than 40,000 square feet, it being the intention of the provision and ~~restriction~~ to restrict the subdivided of larger lots into smaller lots.

(6) No building or structure of any sort may ever be placed, erected, or used for church, business, professional trade or commercial, town or municipal purpose on any portion of any lot or block in the heretofore-described property.

(7) No church, business, professional office, trade or commercial, town or municipal activity of any sort may ever be conducted in any residence or on any portion of any lot or block in the heretofore described property.

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(8) No Noxious or offensive trade or activity shall be carried on upon any of the above-described lots, nor shall anything be done thereon which may be or become an annoyance of nuisance to the neighborhood.

(9) No trailer, basement, tent, shack, garage or barn or other out-building placed or erected on any of the above-described lots shall at any time be used as a residence, temporarily or permanently, nor shall any other structure of a temporary character be used as a residence.

(10) No existing building or structure, or any portion or portions thereof may ever be moved on or placed on any of the above-described lots. It being the intention of this covenant to definitely prohibit the moving on to and/or placing of existing residential structures on any of the lots and/or blocks in the property heretofore described.

(11) No fences, carport or enclosure of any type or nature whatsoever shall ever be constructed, erected, placed or maintained forward of the front building limit or setback line, on each lot as same is shown on the recorded plat of the property heretofore described, provided, however that it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape front yards. Moreover, no automobiles, truck, trailer, tent or temporary structure or any nature whatsoever shall ever be permanently parked located or otherwise maintained forward of the front building limit or setback line on lot as same is shown on the recorded plat of the property heretofore described, provided, however, that it is not the intention of this paragraph to exclude temporary parking of passenger automobiles on any portion of the garage driveway that is located in front of such front building limit or setback line of each lot. Moreover, no fence or enclosure of any type or nature whatsoever shall ever be constructed, erected, placed or maintained to the rear of the front building limit or setback line on each lot until and unless the type of fence or enclosure has been approved in writing in advance by the aforesaid architectural committee, provided, however, that a chain link fence shall be automatically and is hereby automatically approved in advance.

(12) No single-family residence shall be placed or erected on any of the above-described lots, where the floor area of the main structure exclusive of open porches and attached garages, is less than one thousand seven hundred (1,700 00) square feet

(13) All single-family residences constructed on any lot or plot in said addition shall be at least 80 percent brick, brick veneer, stone or stone veneer construction, except that the building committee above designated may permit the construction of residences containing decorative siding acceptable to such committee: provided, however, that in no event whatsoever shall such siding exceed 25 percent of the exterior wall space of such residence and any attached garage or servant's quarters Where Entry No. [REDACTED]

a gable-type roof is constructed, the area of the gables extending above the interior room ceiling height may be excluded from the square feet area in determining the footage of the exterior walls of said main residential building. All structures will be required to have 100 percent wood shingle roofs.

(14) Easements for utility installations and maintenance are hereby reserved across the rear of each lot, along the side of certain lots, along with the designation of such "Drainage and Utility Easement" as shown upon the plat of Rustling Hills Addition, in the records of Oklahoma County, State of Oklahoma.

(15) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or lots located in the property heretofore described, EXCEPT that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

(16) The Construction or maintenance of billboards or advertising boards or structures on any lot in the property heretofore described, is prohibited. This prohibition, however, shall not affect signs or billboards advertising the rental or sale of such property, provided that they do not exceed eight (8) feet square in size, unless specific written consent for a large size is obtained from the owner.

(17) These covenants are to run with the land and shall be binding on all parties and persons claiming under them until December 31, 2000 at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of two thirds (2/3) majority of the owners of the lots above described, it is agreed to change the said covenants in whole or part.

(18) Should the owner and/or tenant of any lot in the property heretofore described, violate any of the restrictive covenants or conditions contained herein and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein after reasonable notice then in such event, any owner of any lot in the heretofore described property may institute legal proceedings to enjoin abate or correct such violation or violations and the owner of the lot and/or lots permitting the violation of such restrictions and/or conditions shall pay all attorney fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and/or conditions, said attorney fees to be fixed by the court, and it is further agreed that the amount of said attorney fees, court costs and other expenses allowed and assessed by the Court for the aforesaid violation or violations shall become a lien upon the land, as of the date legal proceedings were originally instituted and said lien shall be subject to foreclosure in such action so brought to enforce such restrictions in the same manner as liens upon real estate, the procedure as to which is fixed by statute.

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(19) No Lot owner shall demand or require the furnishings of electric service through or from overhead wire facilities so long as electric service is available from an underground primary and secondary distribution system; nor shall service other than 120/240 volt single phase service be demanded.

(20) Invalidity of any one of these covenants by Judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

In Witness Whereof, the undersigned has hereunto subscribed their hand this 12th day of July, 1973.

(SEAL)

ARCO DEVELOPMENT CO., INC.

BY: ROBERT CHASE GORDON

President

JO ANN GORDON, Sec

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS

On this 12th day of July, 1973, before me, a Notary Public in and for the said County and State, personally appeared ROBERT CHASE GORDON and JO ANN GORDON, to me known to be the identical persons who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth

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

Lyda Crandall, Notary Public

(SEAL)

My commission expires 1-21-75