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OWNERS CERTIFICATE AND RESTRICTIONS
TO
QUAIL RIDGE ADDITION TO ROLLING HILLS ADDITION
(A subdivision of a part of W/2 of NE/4 of Section 14, Township 13 North, Range 4 West, I.M., in Oklahoma County, Oklahoma)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Stanley Homes, Inc., an Oklahoma corporation, being the owner of the land shown on the accompanying plat, has caused said properties to be surveyed and platted under the name of QUAIL RIDGE ADDITION TO ROLLING HILLS ADDITION, a subdivision of a part of West Half of Northeast Quarter (W/2 NE/4) of Section 14, Township 13 North, Range 4 West, in Oklahoma County, Oklahoma, and to be sub-divided into Blocks, Lots, Streets, Avenues, Roads and Drives, and public utility easements as shown on the accompanying plat to public use; said property being and lying within the corporate limits of Oklahoma City, Oklahoma, in Oklahoma County, State of Oklahoma, namely:

Block 1, Lots 1 through 16 inclusive
Block 2, Lots 1 through 30 inclusive
Block 3, Lots 1 through 8 inclusive
Block 4, Lots 1 through 5 inclusive

and does hereby declare that said lots are held and shall be conveyed subject to the reservations, restrictions, covenants, and easements, hereinafter set forth on this sheet or annexed sheets as follows:

DEFINITIONS: By "Company", as that word is used herein, is meant STANLEY HOMES, INC., a corporation and its successors and assigns which shall have the final discretion and authority to grant waivers, determine frontages, set-backs, and exercise all other rights and authority herein granted.

A "Corner Lot" is one that abuts on more than one street and any lot except a corner lot shall be deemed to front on the street which it abuts. A corner lot shall be deemed to front on the street on which it has the smaller dimensions, except where the Company shall designate in any deed conveying any corner lot hereafter made by it, the street on which said corner lot shall hereafter be considered as fronting.

The Company executing a deed to any corner lot may then, or at any time with the consent in writing of the holder of the fee simple title thereto, designate a different street as the one upon which lot shall be deemed to front, or may designate both streets as streets on which the lot must front.

The street upon which a lot fronts as above provided shall be deemed to be the front street.

The word "Street" as used in these restrictions shall include any street, drive, boulevard, road, lane, way, terrace, or court, as shown on the plat.

The words "Building Limit Line" shall mean the line so designed on the attached plat.

The word "Plot" shall mean a parcel of land consisting of not less than one lot, but may consist of more than one lot.

The word "Outbuildings" shall mean any enclosed covered structure not attached to the residence which it serves.

USE OF LAND: The lots shall be used for private residence purposes only. No store or business, no gas or automobile service station, and no flat duplex or apartment house, though intended for residence

purposes, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses, and such outbuildings as are customarily appurtenant to residences, each dwelling house being detached and being designed for occupancy by a single family in its entirety.

No one shall commence or take up residence or occupancy of any dwelling house on any plot prior to the completion of such dwelling house.

No noxious or offensive business, trade, or activity shall be carried on upon any lot, nor shall any business, trade or activity be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

HEIGHT, SIZE AND MATERIAL: All dwelling houses erected or constructed on the land shown on the accompanying plat shall conform to the following requirements as to height, size and materials according to its location, as follows:

Block 1, Lots 1 -13 inclusive, one story - 1600 sq. ft. minimum;
 Block 1, Lots 14-16 inclusive, one or one and one-half story - 1800 sq. ft. minimum;
 Block 2, Lots 1 -13 inclusive, one story - 1600 sq. ft. minimum;
 Block 2, Lots 19-30 inclusive, one story - 1600 sq. ft. minimum;
 Block 2, Lots 14-18 inclusive, one or one and one-half story - 1800 sq. ft. minimum;
 Block 3, Lots 1 - 8 inclusive, one story - 1600 sq. ft. minimum;
 Block 4, Lots 1 - 4 inclusive, one story - 1600 sq. ft. minimum;
 Block 4, Lot 5, one or one and one-half story - 1800 sq. ft. minimum.

In computing the required square footage, the basement, attached porches and garage shall be excluded.

Elevations and plans for buildings to be constructed of one and one-half stories shall be approved by the Company. The judgment of the Company as to what constitutes a one and one-half story building shall be final and binding upon all parties.

The principal exterior of any residence shall be at least sixty per cent (60%) brick, stone, glass or stucco, and forty per cent (40%) may be of frame, logs, or other materials which will blend together with brick, stone, glass or stucco. It is the intention of this restriction to allow panels of other materials than brick, stone, glass or stucco to be used but in no instance shall a continuous wall consisting of 30% of the exterior of the residence be built of any material other than brick, stone, glass or stucco. This restriction is intended to restrict the principal exterior of residences to mason in their construction but are modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Roofs are to be of wood shingles, shakes, clay tile, or stone; any other roofing materials to be used must be approved by the Company owning the lots herein platted.

No house or outbuilding shall be moved on to any lot from another locality.

Upon the commencement of excavation for the construction of a house on any lot or lots in this plat, the work must be continuous, weather permitting, until the house is completed. Construction shall be completed within twelve (12) months from the date the house is started unless further extension of time for the completion of said house is given by the owner of the lots herein platted, and no delays shall be permitted in the absence of such extension.

FRONTAGE: Every residence erected on any plot shall front or present a good frontage on the street or streets on which said plot fronts. Houses on corner lots shall have a presentable frontage on both streets. Elevations of plans for buildings to be constructed on any corner lot or lots shall be approved by the Company owning the lots herein platted.

REARRANGING, SUB-DIVIDING or REPLATTING: None of the blocks shall be re-subdivided or replatted, nor shall any of the lots in any of the blocks herein be re-subdivided, replatted or rearranged in any manner that would allow a greater number of houses to be constructed in a block than there were building sites originally platted in said block, it being the intention of the Company to restrict this property so that a greater number of houses cannot be built in a block than there were building sites originally platted in the block for this purpose.

SET-BACK OF RESIDENCE FROM STREET LINE: No residence or part thereof, except as hereinafter provided, shall be erected or maintained on any of said lots nearer to the front street or the side street than the Front Building Limit Line or the Side Building Limit Line of the lot or lots on which building may be erected, as shown on said Plat.

By Front Building Limit Line is meant the Building Limit Line as shown on the plat.

FREE SPACE: No part of any residence shall be erected or maintained on any of the lots in any block nearer than ten per cent (10%) of the total front footage at the property line to either of the side property lines on any plot upon which it is erected, except that cornices, spoutings, chimneys and purely ornamental projections may extend three (3) feet nearer said side property line.

The required set-back from the side lines of the lot as herein provided may, with the written consent of the Company be reduced by not to exceed $33\frac{1}{3}$ per cent of the amount of such required set-back.

OUTBUILDINGS: Every outbuilding, except a green house, erected on any of said lots, shall, unless the Company otherwise consents in writing, correspond in style and architecture to the residence to

to which it is appurtenant.

No outbuilding shall exceed one story in height and in no case shall it go higher than the house to which it is appurtenant.

No outbuilding or any other structure shall be constructed on or over any utility easement in such manner as to interfere with the use or enjoyment of such easement.

No outbuildings, exclusive of greenhouses, and exclusive of cornices, spoutings, chimneys, and purely ornamental projections erected on any of said lots, shall occupy more than fifty (50%) per cent of the width of the plot upon which said outbuildings are located, measured along the rear line of said plot; provided, however, that in no case shall the width of any such outbuildings other than greenhouses, be more than 35 feet without the written consent of the Company. In case of more than one such outbuilding being erected on any plot, the combined width of such outbuildings shall not exceed the width provided by this section for a single outbuilding. Any greenhouse, exclusive of other outbuildings, may not exceed a maximum width of 20 feet, without the written consent of the Company; provided further that the combined width of greenhouses and other outbuildings erected or maintained on any lot at any one time may not exceed 60 per cent of the width of the plot upon which they are erected, measured along the rear line thereof. It is further provided, however, that the maximum combined width of such outbuildings may, with the written consent of the Company, be increased by not more than ten (10%) per cent of the width of the plot upon which it is erected, measured along the rear line thereof; and further provided that on corner lots having an angle or angles in the Outbuilding Limit Lines, the outbuildings may be erected to such width as the space allows, provided that they do not exceed the maximum width listed above.

COMPANY'S JUDGMENT CONCLUSIVE: The Company shall, as to all lots herein platted, in all cases have the right to say and determine which are the front streets, side streets, rear and side property lines on any plot, and also the set-back from said lines necessary to conform to the requirements hereof, and also to approve or disapprove roofing materials to be used if other than wood shingles, shakes, clay tile, or stone, and the Company's judgment and determination thereof shall be final and binding on all parties.

DEDICATION OF UTILITY EASEMENTS: The areas shown on the plat as easements are hereby dedicated to use for the construction and maintenance of utility facilities above and beneath the surface of the ground for the supplying of electric power and energy, telephone service, gas, water and other utility service, by any person, firm or corporations engaged in supplying such services to the public in said section who shall have access to such easements at any time for such purposes.

No overhead electric conductors or service lines shall ever be erected or maintained upon any lot, and no owner or occupant of any lot shall demand or require the furnishing of electric service through or from overhead wire facilities so long as electric service is available from an underground distribution system. The owner or occupant of each lot shall provide the required facilities to take and receive electric service to any improvements erected thereon through and by means of underground service conductors which shall be installed and maintained by the owner or occupant of said lot leading from the source of supply in the easements dedicated for such purpose to such improvements in accordance with plans and specifications furnished by the supplier of electric service in the area, and no such owner or occupant of any lot shall require electric service other

than 120/240 volt single phase service. This restrictive covenant may be enforced by the owner of any lot and by the electric supplier.

The owner of each lot shall provide facilities to take and receive telephone service to any improvements erected on said lot by means of underground service lines installed, owned and maintained by the owner of said lot in accordance with plans and specifications to be furnished by the supplier of telephone service leading from the source of supply in the easements to such improvements and no lot owner shall demand or require the furnishing of telephone service through or from overhead wiring facilities so long as telephone service is available from an underground distribution system. Any damage due to negligence of the property owner incurred by Southwestern Bell Telephone Company to their underground cables serving individual residences will be the responsibility of the property owner and will be repaired by Southwestern Bell Telephone Company and the cost of such repairs will be charged to the responsible party or parties.

SIGNS, BILLBOARDS AND MISCELLANEOUS STRUCTURES:

The construction or maintenance of billboards or advertising boards or structures on any lot in said plat is prohibited, except that signs or billboards advertising the rental or sale of such property are permitted, provided they do not exceed five (5) square feet in area, except with the written consent of the Company on the respective lots owned by it, and herein platted.

No tank for the storage of oil or other fluids may be maintained above the ground on any of the lots, without the written consent of the Company.

No pergola or any detached structure or building for purely

Ornamental or other purposes shall be erected on any part of any lot in front of the Building Limit Line.

The keeping or housing of poultry, cows, horses, or other livestock of any kind or character, other than domestic dogs or cats as household pets is prohibited on any lot. No animals of any kind may be kept or maintained for breeding purposes.

No trash, ashes, or other refuse may be thrown or dumped on any vacant lot in the addition.

No garage or outbuildings on any plot shall be used as a residence or living quarters except by servants engaged on the premises, or except during the construction of a residence for a period of not exceeding six (6) months.

No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements and then the material shall be placed within the property line of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line.

DURATION: All the restrictions herein set forth shall continue and be binding upon the Company and upon its successors and assigns for a period of twenty-one (21) years from the date of this instrument and shall automatically be extended thereafter for successive periods of ten (10) years, provided, however, the owners of the fee simple titles to the lots having more than fifty (50%) per cent of the area of the lots shown on the plat, may release all of the lots hereby restricted from any one or more of said restrictions and may at the end of the first twenty-one (21) year period or any ten (10) year period thereafter,

by executing and acknowledging an appropriate agreement or arrangement in writing for such purposes, and filing the same for record in the office of the County Clerk of Oklahoma County, at least five (5) years prior to the expiration of this first twenty-one (21) year period, or any ten (10) year period thereafter.

COMPANY'S RIGHT TO ASSIGN: The Company, by appropriate instrument, may assign or convey to any person or persons, organization or organizations, corporation or corporations, any or all of the rights, reservations, easements and privileges herein reserved by the Company, and upon such assignment or conveyance being made, the assignees or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them, at any time or from time to time, in the same way and manner as though directly reserved by them or by it in this instrument.

ENFORCEMENT: If the owner and/or tenant of any plot, lot or lots or building sites in the area hereby platted violate any of the restrictions, covenants and/or conditions contained herein and thereafter refuse to correct same and abide by said restrictions and/or conditions, after reasonable notice, then in such event any owner of any lot, or lots within the platted area may institute legal proceedings to enjoin abate and/or correct such violation or violations and the owner of the lot or lots or building site permitting the violation of such restrictions and/or conditions shall pay all attorneys fees, court costs and other necessary expenses incurred by enforcing the aforesaid restrictions and conditions. Said attorneys fees to be fixed by the Court and the amount of said attorneys 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 and/or conditions in the same manner as liens upon real estate, the procedure for

which is fixed by statute.

Invalidation of any of these covenants, provisions or restrictions by judgment or Court order shall in no wise affect any of the other provisions, conditions or covenants which shall remain in full force and effect.

(Seal)

Attest:

Robert L. Brown
Secretary

STANLEY HOMES, INC.

By

President

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public, in and for said County and State on this 18 day of September, 1961, personally appeared Stanley H. Brown 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 of office the day and year last above written.

(Seal)

Notary Public

My commission expires 11-9-61