

FILED: July 12, 1973 at 4:10 p.m.
RECORDED: Book 4113, Page 957

OWNER'S CERTIFICATE AND RESTRICTIONS

TO

Blocks 10, 11 and 12, inclusive, The Greens, Section 2, a subdivision of a part of Section 14, Township 13 North, Range 4 West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, R B M, INC., a corporation, certifies that it is the owner and the only person or persons, firm or corporation having any legal title or interest in and to all of Blocks 10, 11, and 12, inclusive, The Greens, Section 2, as shown and embraced by the plat of said addition recorded in Book 4113, of Plats, at Page 94, records of Oklahoma County, State of Oklahoma.

For the purpose of providing an orderly development of the entire addition above described, and for the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves, or our successors in title to the said premises, we the owners do hereby impose the following restrictions and reservations on the above described plat of Blocks 10, 11 and 12, The Greens, Section 2, inclusive, to which it shall be incumbent upon all successors in title to adhere, and any person or persons, corporation, trust, partnership or other legal entity whatsoever, hereafter becoming the owner either directly or indirectly through subsequent transfer, or any manner whatsoever, of any lot or lots, block or blocks, included in said plat, shall take, hold and convey the same subject to the following, to-wit:

1. All lots in this subdivision shall be used as designated below:

Lot Twenty (20), Block Twelve (12)

All uses permitted by the proper zoning authority from
A - Single Family through D - Multi-family.

Lots One (1), through Four (4), inclusive, Block Twelve (12)

Are limited to use as

A - Single Family through D-1 Restricted commercial

Lot Nineteen (19), Block Twelve (12)

Are limited to use as

A - Single Family or B - Two Family

All other lots shall be used as A - Single Family.

2. Single family or two family residences erected in said addition may be one-story, one and one-half story, split level or two-story in height.

3. No building shall be located on any lot or building site, specifically restricted to use for single family or two family residential purposes, nearer to the front property line than the Building Limit Line as shown on the recorded plat. The minimum distance between the building and the side property line shall be determined by the formula: The sum of the side yard dimensions (total of both sides of the building) shall be no less than 15% of the width of the lot or building site at the front building line, however, no building can be located less than 5 feet from any property line, and then, only in the instance that the building on the adjacent lot and the building on the subject lot maintain the required 15% rule between buildings. In the instance that the owner of a lot, or building site, desires to locate his building 5 feet from the side property line and his lot is located adjacent to a vacant lot he must obtain permission, in writing, from the owner of the adjacent property in order that he may locate the building as close as 5 feet to the side property line. But in no case will the owner of a lot be required to locate his building more than 7½ feet from the side property line.

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For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site.

4. No single family or two family residence shall be erected or placed on any building site of less than one lot, but may be erected on a site consisting of more than one lot. This shall not prevent the owner of a two family residence from selling each unit separately.

5. No building or structure shall be erected, or altered on any building site or lot in this addition until the building plans and specifications, and plot plan, showing the location of such building, have been approved in writing as to the conformity and harmony of external design with existing structures in the sub-division, and as to the location of the building with respect to topography and finished ground elevation by a Building Committee composed of Thomas S. Morris, Raymond L. Wright and Bert Hodges, Jr., or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or its designated representative with like authority fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building, or the making of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be necessary and this covenant will be deemed to have been fully complied with. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The power and duties of the committee and its designated representative shall cease on or after January 1, 1993. Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots or building sites in this addition, and duly recorded in the land records of said county, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the committee.

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

No cows, horses, or other livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, nor maintained for any commercial purpose.

No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the addition. Each owner of a vacant lot is required to keep said lot in presentable condition or the Building Committee may, at its discretion, mow said lot, trim trees, remove trash or refuse and levy a lien on said lot for the cost involved, which cost, the owner of any such lot agrees to pay upon demand.

7. No structure or building of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot or building site at any time as a residence either temporarily or permanently. No campers, boats, house trailers, or trucks of any kind, including panel trucks or pick-ups, shall be permitted to be parked in sight overnight in the front of a residence or on any portion of any lot in the addition restricted to single family or two family residential use.

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No basketball backboard shall be erected in the front yard or attached to the front of any residence in the addition.

No antenna, poles, or similar items, shall be erected on any residential lot or building site in the addition, which extends more than five (5) feet above the peak of the residence.

8. Minimum square footage of all single family residences shall be Fifteen Hundred (1500) square feet and all two family residences shall be Two Thousand (2000) square feet, except as hereinafter designated:

Block 10	Lots 1 through 6, inclusive	2,000 square feet
	Lots 7 through 35, inclusive	2,500 square feet
	Lots 36 through 40, inclusive	2,000 square feet
Block 11	Lots 1 through 30, inclusive	2,000 square feet
	Lots 31 through 34, inclusive	1,500 square feet
Block 12	Lots 1 through 4, inclusive	2,000 square feet
	Lots 5 through 18, inclusive	1,500 square feet
	Lot 19	2,000 square feet

In computing the square footage of a residence it is to be figured exclusive of basements, open porches, carports and garages.

9. No living unit shall be constructed on any lot in the addition which is designated for single family or two family residences unless it has an attached garage with a capacity sufficient for at least two cars.

10. The outside wall structure of the ground floor living area of any one or two family residence in the addition shall be at least 75% brick veneer, stone, or masonry material approved by the Building Committee in writing.

11. No building shall be erected on any lot reserved exclusively for single family or two family residential use, unless it shall have a wood shingle roof. However, this restriction shall not prevent the submission of specifications and plans for other types of roof covering to the Building Committee mentioned herein, for approval of said deviation. In the event approval is granted, in writing, by the Building Committee, this deviated type of roof covering may be used.

12. No outbuilding of any nature shall be permitted in the easements reserved for utilities, and there shall be no retaining wall permitted in easements unless approved by the Building Committee in writing.

13. No fences or walls shall be commenced, erected or maintained across the rear of Lots 1 through 35, Block 10, of the addition, unless such fence or wall shall have the approval of the Building Committee in writing, and in approving the building of any fence or wall, or extension or alteration of any fence or wall, the Building Committee shall take into consideration the suitability of such fence or wall, the materials of which it is to be built, the harmony thereof with the surroundings, and the effect of the construction of said fence or wall or the extension thereof shall have upon the adjacent or neighboring property.

14. All utility services shall be underground for as long as such underground facilities are available from supplier and the owner of each lot shall provide facilities to take and receive such services by means of properly installed underground service lines.

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15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1993, (except as otherwise specified herein), at which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots or building sites has been recorded, agreeing to change said covenants in whole or in part.

16. 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 sub-division to prosecute any 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 or to recover damages or other dues for such violation.

17. Invalidity of any of these covenants by judgement 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 affixed its signature this
11th day of July, 1973.

REM, INC.

Mary J. Walker
Assistant Secretary

By James A. Harkins
Vice President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } ss

On this 11th day of July, 1973, before me a Notary Public in and for said County and State, personally appeared JAMES A. HARKINS to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Vice-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 said corporation for the uses and purposes therein set forth.

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

G. S. Lively
Notary Public
G. S. Lively

My commission expires 5-19-76.