

Doc#: R 2005 45537
 Bk & Pg: RB 4072 649-652
 Filed: 09-30-2005 LDM
 02:17:25 PM RT
 Cleveland County, OK

OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS: *10/17*

EAGLE CLIFF LIMITED PARTNERSHIP, (Declarant) hereby certifies that it is the owner of, and the only person, firm or corporation having any right, title, or interest in and to the following described real estate and premises situated in Cleveland County, Oklahoma to-wit:

ALL OF Eagle Cliff South Section 2 to City of Norman, Oklahoma, a part of the Southeast Quarter (SE/4), Section 17, Township 8 North (T9N), Range 2 West (R2W), of the Indian Meridian (I.M.), Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

Said Declarant 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 lines, rights of way, widths of streets and reserves for utilities. Said Declarant hereby dedicates to public use all the streets and avenues within such subdivision, and reserves easements for installation and maintenance of utilities, and for drainage, within such subdivision, as shown on the recorded plat thereof. All lands so dedicated to public use are free and clear of all encumbrances.

Protective Covenants

1. All lots in said addition are hereby designated as single-family residential building plots. No structure shall be erected, altered, places, 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 structure, whether residence, accessory building, tennis court, swimming pool, antenna (on a structure or on a lot) flag poles, fences, walls, tree-houses, platforms, exterior lighting, or other improvements , shall be constructed or maintained upon any lot and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specification, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved deposited with the Architectural Control Committee. The Architectural Control Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association, the initial members of which shall be Gene McKown, Vernon McKown, and Mike Deskin. Once the developer has transferred the title to all the lots and approved building plans for the last not to be built upon, a new Architectural Control Committee will be appointed.

3. Storage buildings may be placed on a lot provided the plans and specifications for the building and site plan for the building are approved by the Architectural Control Committee. The minimum standards for storage buildings are as follows:

A. They must be located in the backyard and not encroach on any utility nor drainage easement. ("Backyard" means behind the home.)

B. No building may be in excess of 12 feet wide and 16 feet long.

C. If the building is of metal construction, the peak of the roof must be 6 feet or under including the foundation, if any. In other words, the building may not be visible above the privacy fence.

D. If the building is constructed of other materials, the following conditions apply:

1. The roof must be shingled to match the shingles on the home.

2. The exterior color of the building must be the same as the trim color on the home.

3. The peak of the roof can be no higher than 9 ½ feet including the foundation, if any.

4. Only house numbers, which are furnished by the Declarant, shall be used and maintained on the property.

5. All mailboxes must be brick and approved by the Architectural Control Committee.

6. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations with Property conform to and harmonize with existing surroundings and structures.

7. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action with the thirty

(30) days after requests have been submitted, approval will not be required, and this covenant shall be deemed to have been fully complied with.

8. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.

9. The Architectural control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

10. The principal exterior of any residential structure shall be at least fifty percent (50%) balance of the exterior may be of frame, wood, shingles, or other materials, which will blend together with masonry. It is the intention of this restriction to allow panels of other materials other than masonry to be used, but in no event shall a continuing wall consisting of thirty-five percent (35%) of the exterior of the residence be built of any material other than masonry. This restriction is intended to restrict a substantial portion of the principal exterior or residences to masonry construction, but it is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved in advance by the Architectural Control Committee.

11. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

12. The lots of any building or structure now or hereafter erected on a lot shall be occupied and used for single-family residence purposes only. All proposed plans for structures shall be approved by the Architectural Control Committee. However, all buildings and structures now or hereafter erected on a lot shall comply with the additional following conditions and restrictions:

A. The square footage of each dwelling house constructed shall have a minimum square footage of 1,200 square feet, exclusive of garages, patios, and breezeways.

B. All roofs shall be completed using shingles with a minimum weight of 240 pounds per square and shall be "weatherwood" (gray in color) or the equivalent. The roods must have a minimum pitch slope of 4 on 12. All other roofs must be approved by the Architectural Control Committee in writing.

13. Boats, trailers or other vehicles, including, but not limited to, recreational vehicles, which are not normally used as daily transportation, may be kept on a lot provided that they are totally concealed. Under no conditions may be a detached structure or trailer of any type be occupied, temporarily or permanently, as a residence.

14. Garage conversions are prohibited. Garages may not be structurally altered as an extra room addition or for the purpose of any residential or commercial use.

15. The owner of each lot shall keep the lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded or sodded and mowed, shrubbery trimmed, and painted exterior surfaces repainted all in a manner and with such frequency as is consistent with good property management.

16. In the event the owner of any lot fails to maintain the lot and the buildings and other improvements thereon as provided herein, the Association, after ten (10) days written notice to the owner and with the approval of the Board of Directors, shall have the right to enter upon the lot to perform such work as is reasonably require to restore the lot and the building s and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with restoration shall be reimbursed to the Association by the owner of the lot, upon demand.. All un-reimbursed costs shall be a lien upon the lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with the terms of a Property Owners Association governing this addition.

17. Reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 to 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 a public authority or utility company, shall be the property owner's responsibility: (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 for which a public authority, utility company, or property owners maintenance association is responsible.

18. No television, radio or other antenna shall be placed on any lot or improvement to a 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.

19. Any window type air conditioner installed shall be kept from view of the street.

20. 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 plat. 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.

21. No business or trade activity shall be carried on upon any residential lot. No obnoxious or offensive activity shall be carried on any residential lot. Nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

22. 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.

23. Fencing: all fencing shall be 6-foot wood, dog-eared privacy fencing constructed with the smooth side facing outward to the common areas, public streets, and any open areas, developed or not. No fence shall be installed on the front portion of any lot between the front lot line and the front building set back line.

A. Any deviations to these fencing requirements must be approved by the Architectural Control Committee.

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

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

26. 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.

27. 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.

28. All houses are to face the front of the lot, except as may be approved by the Architectural Control Committee in writing.

29. All lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the Architectural Control Committee. All garbage cans or refuse areas are to be fully screened and covered from view from the street and from adjoining lots.

30. In addition to specific amendment rights granted elsewhere in this Declaration and without restriction by any term within this Declaration, as long as Declarant owns one lot in Eagle Cliff South Addition Section 1, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporations, to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency. Any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing. In addition, so long as Declarant owns one lot in Eagle Cliff South Addition Section 1, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

31. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent of seventy five percent (75%) of the owners of the lots, and the consent of the Declarant so long as Declarant owns any property subject to this Declaration. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

32. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant (or the assignee of such right or privilege). If an Owner consents to any amendment to this Declaration, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment shall become effective upon Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its Recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

33. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument

