

**OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS  
EAGLE CLIFF SOUTH SECTION 3 ADDITION**

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**KNOW ALL MEN BY THESE PRESENTS:**

Eagle Cliff Limited Partnership, here certifies that they are the owners of and the only persons, firm or corporation having any rights, 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 Addition Section 3 to the City of Norman, A part of the Southeast Quarter (SE/4), Section 17, Township 8 North, Range 2 West, I.M., Cleveland County, Oklahoma, according to the recorded plat thereof.

Said individuals further certify that they have caused said part of said quarter section, designated as aforesaid, to be surveyed into lots and streets and caused a plat to be made of said tract, showing accurate dimensions of lots, setback lines, right-of-ways, widths of streets and reserves for utilities. Said individuals hereby designate said tract of land so platted as EAGLE CLIFF SOUTH ADDITION SECTION 3 to Norman, Oklahoma, and hereby dedicate to public uses all the streets, avenues and easements within the subdivision and reserves for utility installation within the subdivision as shown on the recorded plat. All lands so dedicated to public use are free and clear of 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 owners and its successors in title to the subdivisions of said tract, it hereby imposes the following restrictions, covenants, and reservations to which it shall be incumbent upon successors in title to adhere.

1. All of the lots in EAGLE CLIFF SOUTH ADDITION SECTION 3 of Norman, Oklahoma, shall be known as and reserved exclusively for use for residential single family dwellings not to exceed 2 and ½ stories in height and a private garage for not more than three and not less than two automobiles. A maximum of one single-family dwelling unit may be constructed on each lot. 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.

2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to the location of the building with respect to topography and finished grade elevation, by the Architectural Control Committee composed of Gene McKown, Vernon McKown and Mike Deskin, or by a representative designated by a majority of said committee, the remaining member or members shall have full authority to designate a successor or successors. In the event said committee, or its designated representative, fails to approve or disapprove, within thirty days, any plans and specifications submitted to it, or in any

event, if no suit to enjoin construction has been commenced prior to the completion thereof, 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 representative shall be entitled to any compensation for services pursuant to this covenant.

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 house.)
- 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. 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 setback lines shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than twenty-five feet to the front lot line, or further than thirty-five 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 five feet to a side lot line. In no event shall the distance between a single-family residential building be less than ten feet. For the purpose of this covenant, eaves, steps, and open porches shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

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

6. 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 utilities, or which may change the direction of 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 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 maintaining by public authority or utility company, shall be the 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, 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's maintenance association is responsible.

7. No business or trade 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.

8. 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.

9. The minimum square foot area requirements for structures in EAGLE CLIFF SOUTH ADDITION SECTION 3, shall be One Thousand Two Hundred square feet. This minimum figure is for living space and is exclusive of garages, covered porches, and breezeways.

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 setback line. All the fencing shall be 6 foot privacy fencing. They shall be constructed with the smooth side facing outward to the common areas and any public streets. Any deviation to this shall be approved by the Architectural Control Committee.

11. No outbuilding shall be permitted in any easement reserved for utilities

12. No detached garages shall be permitted on any lot in this subdivision.

13. No animals, 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 they are not kept, bred or maintained for any commercial purposes.

14. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than six square foot or one sign or signs used by a builder to advertise the property during the construction and sale period.

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

16. The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of frame, wood, shingles or other material, which will blend together with the 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.

17. No pre-manufactured and/or pre-formed rock, otherwise known as imitation rock, shall be permitted on the exterior of any residential structure in this subdivision.

18. No truck, boat, bus, camper, recreational or commercial vehicle of any kind or any motor vehicle other than a standard passenger car, shall be parked or permitted to remain on the driveway of, or the front yard of, or street adjacent to, any residential plot in the subdivision, except for such period of time as may be absolutely necessary in order to pick up or deliver materials or to do work 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 street adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle, other than the said standard passenger car, passenger pickup, or SUV. Under no conditions may such a prohibited vehicle be occupied, temporarily or permanently as a residence.

19. No trash, ashes or other refuse may be thrown or dumped on any vacant lot. Each owner of a vacant lot is required to keep said lot in presentable condition or the Committee may, at its discretion, mow said lot, trim and spray trees, remove trash or refuse and levy a lien on said lot for the cost involved. Any non-burnable refuse must be hauled away for disposal. No owner may make use of a vacant lot for dumping, burning or otherwise disposing of refuse.

20. No owner of any lot within said addition shall demand or receive electric service from overhead wire facilities so long as electric service is available from underground distribution systems. The owner of each lot shall provide the required improvements erected thereon by means of underground service conductors installed, owned and maintained in accordance with plans and specifications furnished by the electric service supplier leading from the source of supply in the utility reserve to such improvement. In addition, no aboveground tank shall be installed or placed on the property, nor shall there be any antennas, transmission towers, etc., without written consent from the Architectural Control Committee.

21. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2027, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the owners of a majority of the lots has been recorded, agreeing to change said covenants in whole or in part.

22. If the parties, hereto, or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any 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.

23. Invalidation of any one of these covenants by judgments or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

24. Every house shall have at least 1 1/2 " caliper tree in the front yard. The tree is to be installed before construction final inspection or occupancy certificate.

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

26. 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.

27. No television, radio or other antenna shall be placed on any lot or improvement to a height exceeding five 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.

28. 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 3, declarant may unilaterally amend this declaration for any purpose. Thereafter, declarant may unilaterally amend this declaration if such amendment is necessary to bring any provision into compliance with any applicable governmental stature, rule, regulation or judicial determination, to enable any reputable title insurance company to issue title insurance coverage on the units, to enable any institutional or governmental lender, purchaser, insurer, or garantor of mortgage loans, including, for example, the Federal National Mortgage Association or 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 3, it may unilaterally amend this declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any owner.

29. 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.

30. No amendment may revoke, remove, or modify any right or privilege of the declarant without the written consent of declarant.

31. Upon execution of this document, and the filing of the same with the County Clerk of Cleveland County, that all of Eagle Cliff South Addition Section 3 to Norman, herewith made a part of the Property Owners Association relating to Eagle Cliff South Addition Section 1 to Norman, Oklahoma, according to the recorded plat thereof.

32. Henceforth, all of Eagle Cliff South Addition Section 3 to Norman, is herewith made a part and parcel of, and shall be entitled to all of the benefits of, and be required to comply with all terms and conditions of that certain Articles of the Association for Eagle Cliff South Addition Section 1 recorded in Book 3861, pages 1426-1433, Cleveland County records.

Executed at Norman, Oklahoma, this 15 day of November, 2007.

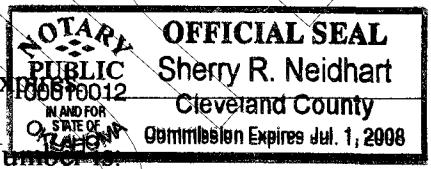
EAGLE CLIFF LIMITED PARTNERSHIP

Vernon McKown  
Vernon McKown, General Partner

STATE OF OKLAHOMA )  
  )  
COUNTY OF CLEVELAND )

SS

The foregoing instrument was acknowledged before me this 15 day of November, 2007, by Vernon McKown, General Partner, Eagle Cliff Limited Partnership, by and on behalf of said partnership.



My Commission Expires  
My Commission Number

Sherry R. Neidhart  
Notary Public

Return to: Eagle Cliff LP  
1400 N. Foster  
Norman, OK 73071