

## OWNER'S CERTIFICATE AND RESTRICTIONS

to

FOREST OAKS 2<sup>nd</sup> Addition to the City of Edmond, a portion of the NW ¼ Section 4, Township 13 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Forest Oaks, Ltd., a general partnership, certifies that it is the owner and the only person or persons, firm or corporation having any legal title or interest in and to Forest Oaks, 1<sup>st</sup> Addition as shown and embraced by the amended plat of said addition recorded in Book 47, of Plats, at page 95, in the 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 said premises, we the owners do hereby impose the following restrictions and reservations on the above described amended plat of Forest Oaks, 1<sup>st</sup> Addition, to which it shall be incumbent upon all successors in title to adhere, and any person or persons, corporation, trust, partnership or other 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 shall be used for single-family residential purposes only.
2. 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 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 7 ½ feet from the side property line.

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 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.

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 G. Morris, Robert W. Finley and David G. Bradshaw, 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 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, 1996. 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 site 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 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 pickups, 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

No antenna, pole or similar item shall be erected on any lot or building site in the addition which extends more than five (5) feet above the peak of the residence, except a single element aerial which may extend not more than twenty (20) feet above such peak.

8. The minimum square footage of all single family residences shall be Two Thousand (2000) square feet unless a written variance from this requirement shall be obtained from the Building Committee; provided, however, that in no event shall any such residence have less than Fifteen Hundred (1500) square feet of living area.

Computation of the square footage of a residence shall be figured exclusive of basement, open porches, carports and garages.

9. No living unit shall be constructed on any lot in the addition without an attached garage having a capacity for a least two (2) cars, unless a written waiver or variance of such requirement shall be obtained from the Building Committee.

10. The outside wall structure of the ground floor living area of any residence in the addition shall be at least 33% brick veneer, stone, or masonry material approved by the Building Committee in writing.

11. No building shall be erected on any lot unless it shall have 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. 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.

14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1996, (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 part.

15. 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.

16. Invalidation of any 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 affixed its signature this 6<sup>th</sup> day of March, 1978.

FOREST OAKS, LTD., a General Partnership

By: Thomas S. Morris, Partner

By: Robert W. Finley, Partner

By: