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OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS:

This Owner's Certificate, Dedication and Reservations entered into as of the date of the hereinafter reflected acknowledgment by **St. James Park, L.L.C., an Oklahoma Limited Liability Company**, hereinafter referred to as DECLARANT, witnesseth:

Declarant is the owner of, and the only party having any right, title, or interest in and to the following described real property and premises located in Cleveland County, Oklahoma, to-wit:

All of **ST. JAMES PARK, SECTION 3** and **ST. JAMES PARK, SECTION 4**, to Norman, Oklahoma, according to the recorded plat thereof.

Declarant certifies it has caused all of the above described property to be surveyed into blocks, lots, streets and avenues, and has caused plats to be made of said tracts showing accurate dimensions of lots, set back lines, rights of way, widths of streets reserves for utilities, drainage, and pedestrian access. Said party hereby dedicates to the public use all the streets and avenues within such subdivisions, and reserves easements for installation and maintenance of utilities, and for drainage within such subdivisions, as shown on the recorded plats thereof. All lands so dedicated to public use are free and clear of all 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 Declarant and its successors in title to the subdivision above mentioned, it hereby imposes the following Restrictions, Covenants and Reservations, to which it shall incumbent upon successors in title to adhere.

1. **Residential Use Restrictions.** All lots in said addition are hereby designated as single family residential building plots. No structure shall be erected, altered, placed 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 a private attached garage for not less than two automobiles, and other outbuildings strictly incidental to residential use of the plot.

Returned to 7 St. James Park LLC
2601 Venture Drive
m. a. ~

2. **Architectural Committee.** No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures and the finished grade elevation, by a committee composed of any two of the following: Justin J. Cervi, Don Cervi, or Anthony K. Mirzaie, or by a combination of two or more of said parties, or their designees. In the event of the death or resignation of any members of said committee, the remaining 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 (30) days, any plans and specifications submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and these covenants shall be deemed to have been fully observed and complied with. Neither the members of such committee, nor their designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. **Said building committee shall, notwithstanding any other provision, or amendment of these restrictions, have the right at all times to approve building plans and specifications until such time as all of the lots in said additions are fully developed, and occupancy permits are obtained thereon.**

3. **Utility/Drainage Facility Use.** 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 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 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 the 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 in the easements or of the channels or swales, except for the improvements for which a public authority, utility company, or property owners maintenance association is responsible.

4. **Antennas.** All television, ham or other type radio antenna must be placed in the attic of a 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, or on any area of the lot that may be seen from the street or adjoining property owners. As to placing any satellite antennas or dishes on a residence, so long as they do not exceed twenty (20) inches in diameter, they shall be placed on the side or rear portion of a residence, and must be located behind any fence line requirement in these restrictions. No such antennas or dishes shall be placed on the front of any residence.

5. **Square Footage Requirement-St. James Park, Section 3.** The minimum square footage living area of the main structure, exclusive of covered and open porches, patios, and garages, on all lots in **St. James Park, Section 3**, shall be as follows:

| <u>Lot</u> | <u>Block</u> | <u>Minimum Sq. Footage</u> |
|------------|--------------|----------------------------|
| Lots 1-5 | 1 | 2,000 |
| Lots 1-6 | 2 | 2,000 |
| Lots 1-6 | 3 | 1,900 |
| Lots 1-24 | 4 | 2,000 |
| Lots 1-6 | 5 | 2,100 |

6. **Square Footage Requirement-St. James Park, Section 4.** The minimum square footage living area of the main structure, exclusive of covered and open porches, patios, and garages, on all lots in **St. James Park, Section 4**, shall be as follows:

| <u>Lot</u> | <u>Block</u> | <u>Minimum Sq. Footage</u> |
|------------|--------------|----------------------------|
| Lots 1-5 | 1 | 1,700 |
| Lots 1-3 | 2 | 1,800 |
| Lots 4-5 | 2 | 2,000 |
| Lots 6-10 | 2 | 1,800 |

| | | |
|------------|---|-------|
| Lots 1-12 | 3 | 1,800 |
| Lots 13-27 | 3 | 1,700 |
| Lots 1-12 | 4 | 1,800 |
| Lots 1-4 | 5 | 1,700 |

7. **Window Air Conditioners.** No window type air conditioners shall be allowed.

8. **Garage Conversion.** No owner of any residential property covered by these Restrictions shall have the right to convert any garage to a living area.

9. **Building Set Back Lines.** 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 twenty-five (25) feet to the front lot line, or further than thirty-five (35) feet from the front lot line, or nearer to the rear lot line than permitted by city ordinances. In addition, side street set minimum building set back lines shall be fifteen (15) feet, unless otherwise shown on the plat maps. No dwelling shall be located nearer than five (5) feet to a non-street side lot line, including garages or other outbuildings. In no event shall the distance between residential buildings be less than ten (10) feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building. Provided however, that this paragraph shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

10. **Prohibited Activity.** No business, trade, or 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.

11. **Prohibited Building Structures.** 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.

12. **Fence Restrictions.** No fence shall be installed on the front portion of any lot in this subdivision forward of the front building corners on either side of the residence. All fences shall be of wood, brick, masonry, or decorative iron construction, **with the exception of Blocks A thru K, inclusive.** All fences

installed on a corner lot and/or bordering a side street must install such fence a minimum of 6 ft. inside of the city sidewalk. No fencing shall be more than six (6) feet in height unless approved by the Architectural Committee. Further, any areas on the plat map of either addition that is labeled "pedestrian access" or "pedestrian easement" shall at all times be left open and unfenced. In addition, no fencing shall be allowed within any areas described as a "drainage easement". **Further provided, in the event any wood fences are constructed on any lot, such wood fencing must not have the wood panels pointed at the top (gothic) type fencing.**

13. **Detached Garages.** No detached garage or other outbuilding shall be permitted in any easement reserved for utilities.

14. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs and cats, (provided they are reasonable in number) and further provided they are not kept, bred or maintained for a commercial purpose.

15. **Signs.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, or one sign of not more than six (6) square feet advertising the property for sale or rent by an individual property owner. As to signs used by a builder to advertise the property during the construction and sales period, the same shall not exceed six (6) square feet, be located on an area of the lot as approved by the architectural committee, and shall not be in violation of any Ordinance of the City of Norman, Oklahoma.

16. **Type of Construction and Prohibited Residences.** All residences shall be of new construction, and no residence, part of a residence, or garage, (new or used) 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. However, a movable type construction office may be left on site during construction of a residence, so long as it is not lived in, and is left there no longer than nine (9) months.

17. **Direction of Homes.** All homes are to face the front of the street proper along which other houses are facing along the same street, except as may be approved by the committee in writing. If approved by the committee, the front building set back line on a side street must be a minimum of twenty (20) feet. Further, in the event of such approval, the committee shall have the right to determine the type fencing and elevations facing the street proper.

18. **Prohibited Use of Driveways and Streets.** Driveways shall not be used for storage for such items as boats, trailers, campers, lumber, etc., including any recreational vehicle, trailer, camper, house trailer, motor home, airplane, boat, boat trailer, bus or commercial vehicle of any kind, including any inoperable motor vehicle. Only standard passenger cars or pick-ups not exceeding one (1) ton, shall be parked or permitted to remain on the driveway of, in the front yard, side yard in front of fence line, or street adjacent to, any residential plot in this subdivision. The only exception would be 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. Furthermore, none of the above mentioned items are to be parked or stored either temporarily or permanently so as to be seen from any portion of the subdivision other than the lot on which it is parked. 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 streets adjacent thereto, for the storage or habitual parking of any such prohibited items above mentioned, other than the said standard passenger cars or pick-ups. In addition, the parking of any vehicle or items set forth in this paragraph shall be done on a concrete surface. Further, there **shall be no habitual parking of operable or inoperable vehicles parked in the street in front of any lot, or in the case of corner Lots, the side street.**

19. **Detached Garages.** No detached garages shall be permitted on any lot in said subdivision, except upon approval of the committee or their representatives.

20. **Roofs.** The roof (both initial and replacement) of all dwellings built in said addition must be of a thirty (30) year warranted shingle or better, and be of a weathered wood style, color and appearance, or other type of approved gray shingle. All roofs must have a minimum pitch or slope of 7/12.

21. **Outbuildings.** All outbuildings must be of a style as approved by the committee. In addition all outbuildings must have shingles that will match the principal residence, must have a maximum of a seven (7) feet eave height, and must be located a minimum of five (5) feet from any fence line, and be of a color similar to the residence. In addition, no outbuildings shall be located on any utility or drainage easement area. No steel or aluminum buildings shall be allowed. Any variance of the above provisions must be approved by the architectural committee in writing.

22. **Landscaping.** All lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the committee. In addition, all lots must have the front yards of such residences sodded with solid grass, and must have a minimum of \$600, except for Lots 1 thru 5, Block 1, Lots 1 thru 6, Block 2, and

Lots 1 thru 9, Block 4, St. James Park, Section 3, which shall be \$1,000 expended on landscaping within two weeks of an occupancy permit being issued on such property. **Such \$600 or \$1,000 requirement shall not include any expenditures on trees or sodding on the property in making up such total amount.** In that regard, upon the property being sold to an initial builder or buyer, **the Developer shall have the right to file a Notice against the property until such time as it is proven that such landscaping has been completed.** At such time as evidence of the same has been given to the Developer, it will release such Notice. All garbage cans or refuse areas are to be fully screened and covered from view of street and from adjoining lots.

23. **Exterior Requirements.** The principal exterior of any residential structure shall be at least seventy percent (70%) masonry exclusive of eaves, fascia, gables, doors, windows, and garage doors and the balance of the exterior may be of frame, wood, shingles or other material which will blend together with the masonry. Any deviation from the above must be approved in advance by the committee.

24. **Fireplaces.** All wood burning or non-wood burning fireplaces vented above the eave located on the front, street side or any side facing a street of any home must be brick or brick veneer from top to bottom. Direct vented fireplaces located on any side street must be brick veneered to bottom of eave. No fireplace vented on the front of a residence through the wall below the eave shall be allowed.

25. **Storm Shelters.** Any storm shelter placed located outside of any residence shall have the following restrictions which must be complied with:

- A. It must not be located in front yard beyond front edge of residence;
- B. It must be located within a fenced in area of the lot;
- C. If a lot within such addition borders or backs up to a lake area, then any storm shelter or safe room must be located inside of residence;
- D. The storm shelter, including any air vents or turbines, may not protrude more than 48 inches above normal yard elevation;
- E. No storm shelter shall in any event be visible from any city street.

26. **Right to Amend.** The undersigned Declarant, or a representative designated by it, hereby reserves and is granted the right and power to record a

Special Amendment to these Restrictions at any time and from time to time, which amends the same (1) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (2) to induce any of such agencies or entities to make, purchase, insure or guarantee any first mortgage on such owner's lot. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the such party to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a granted acknowledgement of, and a consent to the reservation of the power the such parties to make, execute and record such Special Amendments. No Special Amendment made by such parties shall affect or impair the lien of any first mortgage upon a lot or any warranties made by an owner to a first mortgage in order to induce any of the above agencies or entities to make, purchase, insure or guarantee any first mortgage on such owner's lot.

27. **Amendment.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2015, at which time said covenants shall be automatically extended for successive periods of ten years each. However, prior to the above mentioned date, or any successive period dates, these covenants and restrictions may be amended, modified or revoked by an instrument in writing, signed, and filed of record, by at least three-fourths (3/4) of all lot owners in the additions.

28. **Enforcement.** If Declarant, or any of their successors, or assigns, or any person or persons claiming under them, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages, costs, or other dues for such violation, including attorneys fees in the prosecution and enforcement of said covenants. In the event of a violation of these covenants, Declarant, any owner owning a property within the addition, or a Homeowners Association may proceed with enforcement thereof by the following procedure:

A. Two (2) letters must be sent to the homeowner, the first giving the homeowner a thirty (30) day notice of such violation and the right to correct

such violation. In the event the first notice is not complied with, a second ten (10) day written notice shall be given;

B. In the event, following the second notice as above set forth, in which such violation has not been corrected, any such party having the right to enforce the same shall have the right to file a notice against such property owners property which would list the violation and give such enforcing party the right to proceed with any proceedings allowed by law to comply with these Restrictions.

29. **Partial Invalidation.** Invalidation of any one of these covenants by Judgment or court order shall in no wise affect any of the other provisions, and such other provisions shall remain in full force and effect.

Witness our hand and seals the date first above mentioned.

St. James Park, L.L.C., an
Oklahoma Limited Liability
Company

By: Anthony K. Mirzaie
Anthony K. Mirzaie, Manager

STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me on this 11th day of March, 2005 by Anthony K. Mirzaie, Manager of St. James Park, L.L.C., an Oklahoma Limited Liability Company, by and on behalf of said Limited Liability Company.

(SEAL)

Ken Danner
Notary Public

My Commission Expires:

June 27, 2007

Commission No.:

99008210

