

OWNER'S CERTIFICATE. DEDICATION AND RESERVATIONS

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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:

ST. JAMES PARK, SECTION 6, an addition 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.

2. Architectural Committee. Declarant desires to establish a Community-Wide Standard for the architectural design, maintenance and repair of the homes to be built in the subdivision. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans (the "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 determining whether the Plans are in conformity and harmony with the external design of the

existing structures, the Architectural Committee may consider such factors including, but not limited to, the brick color, the paint color, window design and the front door design. The Architectural Committee is also charged with the responsibility of approving any future alterations or additions to the exterior of the existing homes in the subdivision. For example, exterior wood or siding that has been exposed from wear or storm damage must be repainted or it will be considered a covenant violation. Owners must submit a written description of the improvements to be made prior to the start of construction. Further, the Architectural Committee shall have the authority to require Owners to maintain the structure, landscaping and other improvements on the Lot in a neat and well-kept manner so as not to detract from the overall appearance of the subdivision. 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.

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 type receivers shall exceed 36" x 32" in diameter. The antenna or dish shall be placed on the rear portion of a residence or on the side of a residence **no farther than 5 feet from the rear corner of the residence.** The antenna or dish on homes built on corner lots shall be placed on the side or rear portion of the residence **no farther than 5 feet from the rear corner of the residence farthest from the side street.** In the event a satellite antenna or dish type receiver is installed on a pole, the antenna may not exceed 7 feet in height and may not be located in any area of the lot that that may be seen from the street. Additionally, they 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 6.

The minimum square footage of living area of the main structure, exclusive of covered and open porches, patios, and garages, on all lots in St. James Park, Section 6, shall be **1750 square feet.**

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

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

8. 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.

9. 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.

10. 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.

11. Fence Restrictions. No fence shall be installed forward of the front building corners on either side of the residence. All fences shall be of wood, brick, masonry, or decorative iron construction. Wood fences must be constructed with steel posts of a minimum .095 thickness. All fences which are installed on a corner lot and/or bordering a side street must be installed a minimum of 5 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 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.

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

13. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. The total number of dogs and/or cats kept on any lot shall be limited to three (3). No animals shall be kept, bred or maintained for a commercial purpose.

14. **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. A sign used to advertise a contractor or sub-contractor shall not exceed six (6) square feet and must be removed within 2 weeks after the start of the work to be performed by the contractor or sub-contractor. No sign shall be placed on any Lot the content of which is intended to slander disparage or embarrass any Lot Owner, Builder or the Declarant and the Lot owner and the person erecting or placing such sign hereby grants to the Declarant and/or the Board of Directors of the Association permission to enter upon the Lot for the purpose of removing such sign.

15. **Type of Construction and Prohibited Residences.** 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. 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.

16. **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.

17. **Prohibited Use of Driveways and Streets.** Driveways shall not be used for storage for such items as **trailers**, boats, campers, flat-bed trucks, building materials, 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-up trucks not exceeding one (1) ton, shall be parked or permitted to remain on the driveway, or on the street adjacent to, any residential plot in this subdivision. 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 over-night or habitual parking of operable or inoperable vehicles parked in the street in front of any lot, or in the case of corner Lots, on the side street.

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

19. Roofs. The roof (both initial and replacement) of all dwellings built in said addition must be of a "timberline type" shingle, 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. No three tab shingles are permitted except for the ridge and starter shingles. **The Architectural Committee must approve any variance to the above provisions.**

20. Outbuildings. All outbuildings must be approved by the Architectural Committee. Outbuildings with a gambrel style roof are prohibited. In addition all outbuildings must have shingles that will match the principal residence, have a maximum of a seven (7) foot interior wall height and maximum roof height of ten (10) feet. All outbuildings must be located a minimum of five (5) feet from any fence line, and shall be painted a color that matches the residence. In addition, no outbuildings shall be located on any utility or drainage easement area. No steel or aluminum buildings shall be allowed. The roof pitch shall be a minimum of 7/12. Any variance of the above provisions must be approved by the Architectural Committee in writing prior to the installation or construction of the outbuilding.

21. Landscaping. The Architectural Committee has established a Community-Wide standard for the landscaping of all lots. The Community-Wide landscaping standard shall consist of a minimum of the following: 26 three gallon shrubs, 2 five gallon shrubs, 15 bags of mulch and sufficient additional mulch for any additional shrubs or trees required to meet the City of Norman's landscaping ordinance. All Lot Owners, including but not limited to, the Builder and all subsequent Lot Owners shall maintain the landscaping initially planted on the lot in a style in keeping and in harmony with the Community-Wide standard as approved by the Architectural Committee. All lots must have the front yards sodded with solid grass, which shall be mowed and maintained at a height not to exceed six (6) inches. All lots must have a minimum of \$1,000 expended on landscaping within two weeks of an occupancy permit being issued on such property. Such \$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.

22. Garbage Cans. All garbage cans or refuse areas are to be fully

screened and covered from view of street and from adjoining lots. The Architectural Committee shall approve the screening of the garbage cans.

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 be located in the back yard of the residence;
- B. The back yard must be entirely enclosed within a 6 foot wood or masonry sight proof fence;
- C. All storm shelters must be approved by the Architectural Committee;
- 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 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, 2025, 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 addition.

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 any section of St. James Park, including but not limited to the Declarant and the City of Norman 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 attorney's 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. A letter must be sent to the homeowner, giving the homeowner a thirty (30) day notice of such violation and the right to correct such violation. In the event the violation is not cured within said 30 day period of time, a fine in the amount of \$100 shall be levied against the lot;

B. In the event, the violation is not cured by January 1st of the year following the expiration of 30 day cure period, referred to above, the annual assessment for that Lot shall double each year that the violation remains uncured. Any such party having the right to enforce the same shall have the right to file a notice against such Lot 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.

Signatures appear on the following page.

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 16th day
of June, 2014 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.



Susan Miller
Notary Public

Commission No.: