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1800 (6)

OWNER'S CERTIFICATE  
AND  
RESTRICTIONS FOR  
LAKEVIEW ESTATES SEC. 1  
BEING A PART OF THE  
SOUTHEAST QUARTER (SE/4)  
OF SECTION FIFTEEN (15)  
TOWNSHIP TWELVE NORTH (T-12-N),  
RANGE FIVE WEST (R-5-W),  
CANADIAN COUNTY, OKLAHOMA,  
ACCORDING TO THE RECORDED PLAT  
THEREOF IN BOOK 8 AT PAGE 290

Num. Index \_\_\_\_\_  
B. & P.N. Index \_\_\_\_\_  
Margin \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

THAT KHOURY INVESTMENT CO., L.L.C., does hereby certify that they are the owner of and the only person or persons or legal entity having any right, title, interest, estate or equity in and to all of the land embraced and included in the Plat of LAKEVIEW ESTATES SEC. 1, recorded in Book 8 of Plats, at Page 290, of the records of Canadian County, State of Oklahoma, consisting of Lots 1 to 2, Block 1; Lots 1 to 17, Block 2; and Lots 1 to 10, Block 3; Lots 1 to 10, Block 4; Lots 1 to 10, Block 5; Lots 1 to 5, Block 6; Lakeview Estates Sec. 1.

For the purposes of providing an orderly development of all of the above lots owned by the undersigned, and for the further purposes of providing adequate restrictive covenants for the benefit of the undersigned owner and its successors in title to said premises, KHOURY INVESTMENT CO., L.L.C., does hereby impose the following restrictions and reservations upon all of the plat of said addition, to which it shall be incumbent upon successors in title to adhere, and all persons or other legal entities whatsoever of any portion or part of all of said plat shall take hold and convey the same subject to the following restrictions, to-wit:

1. All lots within the subdivision shall be known and designated as single family residential plots. No structures shall be erected, altered, placed or maintained on any of the single family residential plots other than one detached single family dwelling not to exceed two stories in height and a private garage for at least two automobiles. Outbuildings, if any, incidental to residential use of any such building plot, shall be subject to the prior written approval of the Architectural Committee in accordance with Paragraph 2 hereof.
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, as to

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location of the building with respect to topography and finished grade elevation by an Architectural Committee composed of the Developer, or by a representative designated by a majority of the members of said committee.

In the event of the death or resignation of any member of said committee, the remaining number, or members, shall have full authority to designate a successor. In the event said committee, or its designated representatives, fails to approve or disapprove within thirty (30) days after said plans and specifications have been submitted to it, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

It is specifically understood and agreed that a majority of said Architectural Committee shall have, and are hereby granted the authority and power to waive in writing any building restrictions herein contained, except those prohibiting the use of any lot and/or residential building site for business, professional and/or commercial purposes, if in said committee's sole opinion such action would not materially injure and/or substantially affect the property rights of other owners within said addition.

- 3. No building shall be located on any lot nearer to the front lot lines or nearer to the side street than the minimum building setback line 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 fifty (50) feet from the front lot line, or nearer than ten (10) feet to the rear lot line.
  - a) The sum of the sideyards shall be a minimum of ten (10) feet at the front building line, and in no event shall the distance between buildings be less than ten (10) feet. No dwelling shall be located nearer than five (5) feet to the side lot line.

For purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

- 4. No building plot shall have more than one (1) residential structure located thereon. The lot pairs, as planned, may be combined in whole and part to form one building site, but not more than one (1) residences shall be constructed on any such building site. No building plot created by the combination of parts of any lots shall have an area of less than 6,000 square feet or width less than fifty-five (55) feet as measured at the front building setback line. It is the

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intention of this covenant to prevent the re-subdivision of lots or blocks in this addition in any manner whatsoever which would result in the construction of more units in a block than the number of lots originally platted in such block.

5. **No residence which contains less than 1,800 square feet, exclusive of basements, open porches, attached carports, attached garages, and detached structures shall be built on any lot.**
6. **No residence which contains more than two (2) stories shall be built on any lot, provided, however, that the ground floor of the main structure of any two story residence shall contain not less than 1,250 square feet.**
7. **All single-family residences constructed on any lot or plot in said addition shall be at least seventy percent (70%) brick, brick veneer, stone or veneer construction or other low maintenance material approved by the building committee. Where a gable type roof is constructed, the area of the gables extending above the interior room ceiling height may be excluded from the square feet area in determining the footage of the exterior walls of said main residential building. No fences, walls or hedges shall be constructed, installed or grown on the front portion of any lots in this subdivision between the front lot line or side street setback line and front building setback line or side street building setback line respectively.**
8. **Roofs may be of wood shingles or shakes: slate, clay or concrete tile; built-up with stone covering: or "approved" laminated type composition shingles "approved" laminated type composition shingles shall be limited to those which carry a UL wind resistance rating against winds up to 60 mph and manufacturer's limited warranty for not less than twenty five (25) years. The color of the shingles shall be restricted to the weathered wood color sold by the manufacturer.**
9. **All residences shall have a 8-12 pitch roof line, or better.**
10. **All mailboxes shall be located within 10 feet of the driveway servicing the lot and must be of brick, stone, or cast iron construction.**
11. **Sidewalks shall be constructed on each lot concurrent with the construction of the residence thereon. Each sidewalk shall be parallel to the street and must be constructed three (3) feet behind the curb line and must also be constructed in accordance with the applicable sidewalk construction specifications of the City of Oklahoma City, Oklahoma.**
12. **Fences may be erected along rear property lines, side lot lines on interior lots and on or behind front building limit line or side building limit line abutting the side street or a corner lot as shown on the recorded plat. Fences shall be constructed of wood plank, stockade, or similar wood materials. Fences**

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fronting along Sara Road, facing front and/or side streets shall be constructed with steel post and cedar panels and shall have finished picket or decorative side facing toward Sara Road and/or front and side streets. Masonry, stone or brick fences may be allowed subject to prior approval of the Architectural Committee.

13. No business, trade or activity shall be carried on upon any residential lot. Notwithstanding anything contained in these restrictions to the contrary, nothing herein contained shall be deemed or construed to prohibit the temporary location thereon of any trailer, construction shed or sales office during the construction of residences thereon or the subsequent sales thereof. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereof which may be or become any annoyance or nuisance to the neighborhood.
14. 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.
15. The keeping of fowl, rabbits and livestock of any character on any lot in this subdivision shall be prohibited and the keepin\_ boarding or breeding of dogs, cats, birds or other pets on a commercial basis shall not be permitted within this addition.
16. No leaching cesspool or septic tank shall ever be constructed and/or used on any lot in this addition.
17. No owner of any lot or lots in this addition shall demand or require the furnishing of electric service through or from overhead wire facilities so long as electric service is available from an underground distribution system and the owner of each lot shall provide the required facilities to take and receive electric service to any 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 improvements.
18. Should any owner or tenant, and/or lot or lots in this addition violate any of the restrictive covenants and/or conditions contained herein and thereafter refuse to correct same and to abide by the same after reasonable notice, then in such event any owner of any lot in said addition may institute legal proceedings to enjoin, abate and correct such violation or violations, and the owner of the lot or lots permitting the violation of such restrictions and conditions shall pay all attorney fees, court costs, and necessary expenses incurred by the person instituting such legal action to maintain and enforce the restrictions and conditions, said attorney fees to be fixed by the court, and it is further agreed that the amount of the attorney fees, court costs, expense and damages, if any,

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assessed by the court for the aforesaid violation or violations shall become a lien upon the land as of the date of the institution of such proceedings, and such lien shall be subject to foreclosure in such action as brought to enforce such restrictions, in the same manner as liens of real estate, the procedure as to which is fixed by statute.

19. All small drainage channels, emergency overflow and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority or utility company, shall be the responsibility of the owner to (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 in the channels or swales, whether they be in easements or contained on the individual property owner's lot and (b) the property owner shall 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.
20. These covenants shall run with the land and shall be binding upon all parties and persons and their successors in title until January 1, 2020, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of two-thirds of the then record owners of all the lots in the addition, it is agreed such covenants be modified or canceled.
21. The Declarant or above owner hereby reserves and is granted the right and power to record Special Amendment to the Declaration at any time and from time to time, which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public or quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgage covering units. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant 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 grant and acknowledgement of, and a consent to the reservation of the power of the Declaration to make, execute and record Special Amendments. No Special Amendment made by Declarant shall affect or impair the lien of any first mortgage upon the above agencies or entities to make, purchase, insure, or guarantee the first mortgage on such owner's lot.

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