

OWNER'S RESTRICTIONS AND PROTECTIVE COVENANTS

OLE WINDMILL ESTATES

AN ADDITION TO PART OF THE S. E. 1/4

SECTION 19, T13N, R4W, I. M.

OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA

BOOK 5013 PG 990

STATE OF OKLAHOMA  
JERRY DEMOODY  
OKLA. COUNTY CLERK  
JUN 2 4 40 PM '83  
STATE OF OKLAHOMA  
OKLAHOMA COUNTY  
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STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA ) SS

KNOWN ALL MEN BY THESE PRESENTS:

That the undersigned, PINE RIDGE LUMBER, INC., a corporation, hereby certifies that it is the Owner of and the only person or persons, corporation or corporations, having any right title or interest in and to the lands described as follows, to-wit:

Plat of OLE WINDMILL ESTATES, an Addition to part of the S. E. 1/4, Section 19, T13N, R4W, I. M., Oklahoma City, Oklahoma County, Oklahoma.

It further certifies that it has caused said tract of land to be surveyed into blocks, lots, streets and avenues, and have caused a plat to be made of said tract, showing accurate dimensions of lots, set-back lines, designating said tract of land as OLE WINDMILL ESTATES, and hereby dedicates to public use all the streets and avenues within the addition and reserves for installation and maintenance of utilities the utility easements as shown on the recorded plat of OLE WINDMILL ESTATES, all lands so dedicated to public use are free and clear of all encumbrances.

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 itself or its successors in title to the subdivision of said tract, it hereby imposes the following restrictions and reservations to which it shall be incumbent upon its successors to adhere.

1. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling or duplex family dwelling, not to exceed two (2) stories in height and a private garage for not less than two (2) and not more than four (4) automobiles, or covered carport for not less than two (2) and not more than four (4) automobiles, and other outbuildings incidental to residential use of the plat.
2. No building shall be erected, altered on any building plot in this subdivision until the building plans, specifications, including roofing, and plot plat 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 location of the building with respect to topography and finished grade elevation by a building committee, composed of JAMES C. MENIFEE, WANDA FREEMAN, nad JOYCE MENIFEE, or by a representative designated by a majority of the member of said committee. In the event of the death or resignation of any member of said Committee, the remaining member or members, shall have full authority to designate a successor. In the event said Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion of construction of said plans, 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.
3. No main residential building shall ever be erected, placed or constructed on any lot or building site in this subdivision unless at least seventy percent (70%) of the first floor exterior walls thereof be of brick, brick veneer, stone or stone veneer or other material specifically approved by the building committee, provided, however, that all windows or doors located in said exterior walls shall be excluded in the determination of the area of seventy percent (70%) of said exterior walls, and further provided that where a gable-type roof is constructed and a part of the exterior walls are extended above the interior room ceiling line due to the construction of such gable-type roof, then that portion of such wall or walls extending above the interior room ceiling height may be constructed of wood material and also, likewise, excluded from the square foot area in determining what constitutes seventy percent (70%) of the exterior walls of said residential building.

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4. No business, trade or commercial activity shall be carried on upon any residential lot, unless transacted completely within the home itself and without disturbance to neighbors. 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. No mobile home, trailer, camper, boat, motor home, truck or like equipment may be parked, stored, kept, repaired or serviced on any lot between the building line and the front property line and or, on corner lots, the side building line and street side property line for each lot as shown on the recorded plat of OLE WINDMILL ESTATES. The intent of this covenant is to prohibit the parking or storage of any or all vehicles or equipment other than conventional passenger automobiles in operating condition, in the afore described areas of each lot.

5. No structure of a temporary character, trailer, basements, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

6. No existing structure of any type may be moved onto any lot in this addition from another location.

7. The ground floor living area of the main structure constructed, placed on any single family dwelling lot shall be not less than 1,450 square feet, without approval of the building committee, exclusive of one story open porches and garages for any one story dwelling, nor less than 1,450 square feet total floor area for any single family dwelling of more than one story. No roofing material shall be used on any structure located on any lot in OLE WINDMILL ESTATES without the approval of the building committee.

8. 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 that they are not kept, bred, or maintained for any commercial purpose.

9. No noxious or offensive trade or activity shall ever be carried on upon any lot in OLE WINDMILL ESTATES, nor shall anything ever be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. No trash, ashes or other refuse may be thrown, placed or dumped on any vacant lot in OLE WINDMILL ESTATES.

11. The construction or maintenance of billboard, or advertising boards or structures on any lot in OLE WINDMILL ESTATES, is prohibited. This prohibition, however, shall not affect signs or billboards advertising the rental or sale of such property, provided that they do not exceed ten (10) square feet in size, unless specific written consent for a larger size is obtained from the building committee previously set out in Paragraph Two above.

12. No leaching cesspool shall ever be constructed and/or used on any lot and/or block in OLE WINDMILL ESTATES.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

14. If the parties hereto, or any of them, or their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons 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 or other dues for such violation.

15. Invalidation of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS our hands at Oklahoma City, Oklahoma, this 20th day of May, 19 83.

PINE RIDGE LUMBER, INC.

ATTEST:

Muriel Freeman  
Secretary

By:

James C. Meniffee  
James C. Meniffee, President

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS

On this 20th day of May, 19 83, before me, the undersigned, a Notary Public in and for the County and State aforesaid personally appeared JAMES C. MENIFEE, to me known to be the identical person who signed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. GIVEN under my hand and seal the day and year last above written.

James M. Jones  
Notary Public

My Commission Expires:

July 19, 1983

NAME Jim Meniffee  
ADDRESS 8312 W. Reno - Suite B  
CITY OK. City, OK. STATE 73127