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**THE LEGACY - SECTION 1**  
**OWNER'S CERTIFICATE AND RESTRICTIONS**  
**City of Oklahoma City, Cleveland County, Oklahoma**

**8520 South Pennsylvania**

KNOW ALL MEN BY THESE PRESENTS: **Oklahoma City, OK 73159**

THAT, the undersigned FIRST AMERICAN TITLE & TRUST COMPANY, Trustee, which is an Oklahoma Corporation organized and existing under and by virtue of the laws of the State of Oklahoma for convenience hereinafter referred to as "Owner" or "Developer", does hereby certify that it is the owner and the only corporation, partnership or partnerships, person or persons, having a right, title or interest in all of the land embraced and included in THE LEGACY - SECTION 1, now plotted into lots, blocks, streets and easements, as shown on the recorded plat of THE LEGACY - SEC 1, in the office of the County Clerk of Cleveland County, Oklahoma, consisting of Lots 1 through 5 inclusive, Block 1, Lots 1 through 2 inclusive, Block 2, Lots 1 through 13, Block 3 inclusive Lots 1 through 26 inclusive, Block 4 and Lots 1 through 12, Block 5 inclusive. All lots shall be considered "REGULAR LOTS" for the purpose of the restrictions and covenants herein contained. THE LEGACY - SECTION 1 and all future sections of THE LEGACY are herein collectively referred to as THE LEGACY.

WHEREAS, FIRST AMERICAN TITLE & TRUST COMPANY, Trustee is the Owner of certain property in Oklahoma City, Cleveland County, State of Oklahoma, which is more particularly described as:

The Legacy Section 1, being a part of the NE/4 of Section 24, Township 10 North, Range 4 West, I.M., Oklahoma City, Cleveland County, Oklahoma, as shown on the recorded plat thereof said tract containing 16.6780 acres, more or less.

For the purpose of providing an orderly development of all of the lots and blocks included in the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of itself, and its successors in title to the aforesaid lots, the Owner does hereby impose the following restrictions and reservations on the entire plat of THE LEGACY - SECTION 1 to which it shall be incumbent upon its successors in title to adhere, and any corporation or corporations, partnership or partnerships, person or persons, hereafter becoming the owner or owners either directly or through any subsequent transfers or in any manner whatsoever, of any lots, block or blocks included in THE LEGACY - SECTION 1 shall take hold or convey the same, subject to the following restrictions and reservations, to wit:

**Architectural Committee.** The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans, specifications, plot plans, color schemes and materials or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of the proposed structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. No building shall be erected, placed or altered on any lot located in the above described Addition until after 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 said subdivision, and as to location of the building with respect to topography and finished ground elevation, and with respect to side lot and front building set back lines, by a majority of an Architectural Committee composed of J. W. Mashburn, Jesse Mashburn, Paul Frolich and David Fatkin or their duly authorized representative or representatives or successors. In the case of the death or resignation of any member or members of said committee, the Owner shall have the authority to appoint successor members to the above named committee to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member or members, shall have the same authority hereunder as their predecessors to approve or disapprove such design or location as above set forth. If the aforesaid committee, their authorized representatives or successors fails to approve or disapprove such design and location within thirty (30) days after building plans, building specifications, and plat plan have submitted to them such approval shall be deemed granted and this covenant shall be deemed to have been fully complied with. In the event that building plans, specifications, and plot plan showing the location of such building are not submitted prior to construction, the owner of the Lot is in violation of this covenant and it shall not be deemed to have been waived by the fact that the Owner does not object to a particular violation prior to completion of construction. The Owner may at any time after completion of construction bring an action requiring the lot owner to comply with all restrictions herein contained. If the Architectural Committee chooses to grant a waiver subsequent to completion because of hardship, such action shall not be deemed a precedent for similar violations in the future. The Architectural Committee shall be authorized to grant a waiver from any restriction herein contained. The Architectural Committee shall not be liable for any waiver granted or any approval, disapproval or failure to respond to a particular request.

**Single Family Residential Sites Only.** All of the lots in THE LEGACY - SECTION 1 above described shall be known as, and reserved exclusively for use as residential lots and/or residential building sites for single family structures. The term "Single Family" is intended to prohibit multiple families from permanently living in the same unit. This provision shall be strictly enforced if, in the sole discretion of the Architectural Committee or the Home Owners

association, the multiple family situation has become a nuisance to the neighbors. No structures shall be erected, altered, placed or permitted to remain on any lot and/or building site in said addition, other than single family residences not to exceed two stories in height. No trailer, basement, tent, shack, garage, or other outbuildings located on any lot in THE LEGACY - SECTION 1 shall be used as a residence temporary or permanent, nor shall any other structures of a temporary character be used as a main residence.

**Garages.** Every single family residential site will have a private garage for not less than two (2) cars, but not more than four (4) cars. Garages or carports must be at least two cars wide and may be attached to, detached from or built within a residence. Carports must have a solid or semi-solid wall on the street side.

**Commercial and Church Buildings Prohibited.** No building or structure of any sort may ever be placed, erected or used for church, business, professional trade or commercial purposes on any portion of any lot or block in THE LEGACY - SECTION 1 except that this prohibition shall not apply to any building or structure that may be placed on any lot, or portion of a lot, in THE LEGACY - SECTION 1 that is used exclusively by a public utility company in connection with the furnishing of public utility service to such addition.

**Commercial Activities Prohibited.** No church, business, professional office, trade or commercial activity of any sort may ever be conducted in any residence or building of any sort, or upon any portion of any lot or block in THE LEGACY - SECTION 1. *This restriction is not intended to prohibit those types of in-home commercial activities which can be conducted in such a manner that the neighbors are unaware of the existence of the business, e.g. bookkeeping, sales conducted via telephone or the Internet , etc.*

**Fences.** All fencing of the following types must be approved by the Architectural committee in advance of its installation:

- (a) Public fence
- (b) Any fence proposed to extend beyond the front of any building structure
- (c) Adjoining fence
- (d) Any fence over six feet (6') in height
- (e) All fences fronting the street
- (f) All corner lots

The Architectural Committee provided for in paragraph (1) may, in its discretion, waive in whole or in part the restrictions in this paragraph as to fences and enclosures, however, such waiver must be in writing.

**Satellite Receiving Dishes and Other Antennas.** Satellite receiving dishes shall be allowed provided that they are not visible from passing cars or from any

other lot located in THE LEGACY. Neither shall radio or television antennas be visible from neighboring property. Small DSS Disks can be installed on the Fireplace so long as the disk does not protrude above the Fireplace Chimney Chase. The Architectural Committee may, in its discretion, waive in whole or in part the restrictions in this paragraph, however, such waiver must be in writing.

**Parking Prohibited in Front of Building Setback Line.** No vehicles of any type shall be stored permanently on any lot or driveway. No automobile, truck, trailer of any type, shall ever be temporarily or permanently parked or located forward of the front building setback limit line on each lot, as same is shown on the recorded plat of THE LEGACY - SECTION 1; provided, however, that is not the intention of this paragraph to exclude the temporary parking of passenger automobiles on any portion of the garage driveway that is located in front of such front building limit or setback line on each building site. Temporary parking shall not be defined as to include overnight parking. "On-street" parking, even temporarily, is specifically prohibited by these restrictions.

**Mobile Homes Prohibited.** Mobile homes of any type are specifically prohibited from being located even temporarily on any lot in THE LEGACY - SECTION 1.

**Boats, Trailers and Other Vehicles.** Boats, trailers or other vehicles, except mobile homes, which are not normally used as every day transportation may be kept on the premises provided that they are totally concealed from the streets and are not visible from any other lot located in THE LEGACY.

**Basketball Goals.** Permanently installed Basketball goals are not permitted. Basketball goals, if used, must be portable and kept in the garage when not in use.

**Above Ground Swimming Pools Prohibited.** No above ground swimming pools shall be permitted on any lot in THE LEGACY - SECTION 1.

**Clothes Drying Facilities.** No outside clothes drying or airing facility shall be visible from streets or neighboring property in THE LEGACY - SECTION 1.

**Tree-Houses, Play Towers & Other Similar Structures.** No tree houses, platform in trees, play towers, or other similar structures or equipment on any lot in THE LEGACY - SECTION 1 shall be visible from any other lot located in THE LEGACY. However, a majority of the Architectural Committee may, in its discretion, waive in whole or in part the restrictions in this paragraph, provided such waiver is obtained in writing in advance of construction.

**Animals, Dogs & Cats.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in THE LEGACY - SECTION 1, except that dogs,

cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Under no conditions shall a Pit Bull dog be kept even temporarily on any lot in THE LEGACY - SECTION 1. No type of animal shelters(houses), dog runs, fenced areas shall be visible from the street or neighboring property. Each owner of a pet shall be responsible for seeing that his pet does not leave animal waste on a neighbor's property. In other words the "pooper scooper" law shall be in effect in THE LEGACY - SECTION 1.

**Nuisances, Cesspools, Gardens.** No noxious or offensive trade or activity shall ever be carried on upon any lot and/or building site in THE LEGACY - SECTION 1 nor shall anything ever be done thereon which may be or become an annoyance or nuisance to the neighborhood. Leaching cesspools are specifically prohibited. Gardens shall be permitted only if they are not visible from the neighboring property.

**Storage Tanks.** No tank for the storage of oil, water, or other fluids, or any other substance regardless of nature, may be maintained above the ground and outside an authorized structure on any of the Lots in THE LEGACY - SECTION 1 without the consent in writing of the Architectural Committee.

**Dumping on Vacant Lots Prohibited.** No trash, ashes, grass clippings or other refuse may be thrown, placed or dumped on any vacant lot in THE LEGACY - SECTION 1.

**Signs.** The construction, erection or maintenance of a sign or billboard on any lot or building site in THE LEGACY - SECTION 1 is specifically prohibited; except that a sign or billboard advertising the rental or sale of such property is permitted; provided it does not exceed eight (8) square feet in size, unless specific written consent is obtained in advance from Owner, above designated, for the temporary installation of larger size.

**Mowing, Maintenance, Plantings & Repairs.** Each home owner in THE LEGACY - SECTION 1, shall keep all shrubs, trees, grass and plantings of every kind on his Lot, to the curb lines, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Each home owner shall replace any plantings, which have been installed on his lot that may die with equal or like plantings. Each home owner shall replace any trees in the street right-of-way, installed by the Developer or Builder that may die with trees only of the exact species and caliper measured six inches (6") from the ground level as those originally installed by the Developer or Builder. The Architectural Committee designated in Paragraph (1) above shall have the sole authority to determine when a lot is not being maintained in a reasonably clean and orderly manner. Upon failure of the owner of each lot to abide by the conditions herein stated the Developer and/or Home Owners Association may, in its discretion, mow such areas, trim the trees, repair fences, repair or replace dilapidated mail boxes, remove trash or refuse and levy an assessment upon such lot for the cost

involved, which assessment shall constitute a lien upon such lot to the same extent as is provided elsewhere herein with respect to other assessments.

**Landscaping & Maintenance.** All homes in THE LEGACY shall have landscaping which is aesthetically pleasing and shall be maintained in a diligent manner. The front yards shall have trees, shrubs and plants which are customary and usual for THE LEGACY. The Architectural Committee shall, in its sole discretion, determine when a home owner is in violation of this restriction. Landscaping shall be completed within thirty (30) days from time of move in.

**Repair of Buildings and Improvements.** No building or improvement upon any lot shall be permitted to fall into disrepair, but shall at all times be kept in good condition and repair and adequately painted or otherwise finished

**Garbage, Trash Containers and Collections.** All garbage shall be disposed of in a kitchen sink appliance installed for the purpose by each owner in his residence. All other refuse, including lawn and garden clippings and trash, shall be kept in containers. In no event shall such containers be maintained so as to be visible from streets or neighboring property except to make them available for collection, and then only for the shortest time reasonable necessary to effect such collection.

**Previously Constructed Structures Prohibited.** No existing erected building or structure of any sort may be moved onto and/or placed on any of the above described lots, building site, or blocks located in THE LEGACY - SECTION 1, it being the intention of this covenant definitely to prohibit the moving onto and/or placing of existing residential structures on any of the lots and/or blocks in THE LEGACY - SECTION 1.

**Storage Buildings.** Notwithstanding the provisions of above Section, these restrictions shall not be deemed to prohibit the placing of no more than one prefab or factory built storage shed or one of comparable quality not exceeding 10 feet by 10 feet, provided that said storage shed is concealed by a site proof fence.

**Modular Homes Prohibited.** No modular homes shall ever be constructed or erected on any lot in THE LEGACY - SECTION 1.

**Drainage & Utility Easements on Recorded Plat.** Subject to the reservation in favor of the Owner hereinbelow, easements for surface water drainage and for public utility installations and maintenance are hereby reserved across the rear of certain lots and along the side of certain lots and as designated in other places in accordance with the designations, "Util. & Drg. Ease.", "D & U/E" and "U & D/E" all as shown upon the above mentioned recorded plat of THE LEGACY - SECTION 1. The owner specifically reserves the right at any time hereafter to

amend, extinguish or vacate the aforesaid drainage and utility easements, and rights of way as to all or portions of the above described property insofar as drainage utility easements and rights of way are not actually in use.

**Water Obstruction.** No structure of any kind which would impede or obstruct the natural flow of water shall be placed within the banks or bed of any creek or stream of water within the addition or below the 100 year flood line. No trash, grass clippings or debris shall be dumped or placed within the banks of any such creek or stream of water or upon any vacant lot within the addition. The owner of each lot shall be responsible for the proper maintenance of the banks and bed of the portion of any creek or stream of water that is located within the boundaries of the lot.

**Surface Drainage.** Each lot shall receive and drain in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation, and from public streets and easements. No lot owner shall construct or permit to be constructed, any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The Architectural Committee may, in its discretion, waive in whole or in part the restrictions in this paragraph, however, such waiver must be in writing. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner, and by the City of Oklahoma City.

**Erosion Control.** Any type of erosion control (retaining wall, fence, shrubbery, etc.) must be approved by the Architectural Committee prior to installation.

**One Residence per Site.** No more than one single family residence shall be erected on any residential lot in THE LEGACY - SECTION 1, and where the whole or parts of two or more adjoining residential lots are combined to form a single building site, no more than one (1) single family residence shall be constructed on such building site. No subdivision or combination of parts of any two (2) lots shall result in a building site having less than eighty (80) front feet measured at the front building limit line.

#### **CONSTRUCTION REQUIREMENTS:**

**Minimum Square Footage.** No single-family residential building shall ever be constructed or erected on any lot and/or building site in THE LEGACY - SECTION 1 unless the ground floor area of said residence, excluding one-story open porches, breezeways and attached garages, is not less than One Thousand Nine Hundred (1,900) square feet; except that in the case of a one and one-half story single family residential dwelling, the ground floor area of said residence,

excluding one-story open porches, breezeways and attached garages shall not be less than One Thousand Five Hundred (1,500) square feet, and said residential structure shall have a total living area of not less than One Thousand Nine Hundred (1,900) square feet; and further, except in the case of a two-story single family residential dwelling, the ground floor area of said residence, excluding one-story open porches, breezeways and attached garages, shall not be less than One Thousand Five Hundred (1,500) square feet, provided, however, that in the case of what is commonly known as a "split level residence" the total floor area of all levels of the main residence shall be included in determining that said ground floor area is not less than One Thousand Nine Hundred (1,900) square feet.

**Exterior Building Materials.** A minimum of eighty five percent (85%) of the actual exterior walls of the residential building and attached or detached garage measured from the ground level up to the equivalent of the first floor ceiling (excluding all exterior doors, windows, and garage doors), must be constructed of brick, brick veneer, stone, stone veneer or drivit. Notwithstanding the proceeding sentence, 100% of the exterior of any fireplace shall be constructed of brick, brick veneer, stone, stone veneer or other masonry. However, a majority of the Architectural Committee may, in its discretion, waive in whole or in part the restrictions in this paragraph, provided such waiver is obtained in writing in advance of construction.

**Roofing Materials.** Roofs may be constructed using composition shingles provided said shingles meet the appropriate minimum criteria shown below:

**Composition Roofs** - All composition roofs shall be constructed using no less than a 30 year asphalt laminated shingle, Tamko or equal, together with manufactured ridges (Z Ridge, Timbertex or an equivalent product). The color of the shingles shall be restricted to the weathered wood only.

However, a majority of the Architectural Committee may, in its discretion, waive in whole or in part the restrictions in this paragraph, provided such waiver is obtained in writing in advance of construction.

**Roof Pitch.** All homes shall have a minimum eight twelve (8/12) pitch roof; however, a majority of the Architectural Committee may, in its discretion, waive in whole or in part the restriction in this paragraph, provided such waiver is obtained in writing in advance of construction.

**Foundations.** All houses must be constructed with dug footing foundations that permit brick to come all the way to the ground on all sides of the house without exposing the stem wall in any area.



**Driveways.** The width of the driveway insofar as its capacity to park cars side by side shall not exceed the number of cars to be parked in the garage i.e. the width of the driveway cannot be for three cars if the garage is a two car garage.

**Sidewalks.** Sidewalks shall be constructed on each lot as shown on EXHIBIT "C", concurrently 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.

**Address Block.** Each home in THE LEGACY - SECTION 1 must have a cast stone "Address Block" placed either on the mailbox or front of the home.

**Fireplaces.** Fireplaces with an outside chimney chase shall be constructed as follows:

- 1) All flues must meet City Code, but in no case shall the outside diameter of the flue be larger than six inches (6").
- 2) All flues on the front or side of the house shall be constructed of one hundred percent (100%) masonry veneer or drivit exterior which goes to within eight inches (8") of the flue top or cap.

All fireplaces shall conform to the City requirements for a woodburing fireplace. The chimney must be no less than three feet (3') higher than the roof at the point where the chimney passes through the roof. The chimney must also be at least two feet (2') higher than any portion of the building which is within a ten feet (10') radius of the chimney.

**Landscaping & Trees.** All builders must preserve all existing trees as much as possible to every practical extent. All builders must provide at least one (1) tree at least two and one-fourth (2 1/4") inches caliber measured six (6") inches from ground level, (either existing or to be planted) in the area between the building line and the street right-of-way. Corner Lots must have two (2) trees, one (1) on each street. Trees may be of either deciduous or evergreen variety. If any tree dies, it must be replaced within thirty (30) days by the property owner or the Developer may replant the tree(s) and be entitled to reimbursement therefor. The Developer shall have the right to enter onto the property for the purpose of replanting. If the Developer is not reimbursed, The Developer may file evidence thereof of record as a lien against the property and foreclose such lien as allowed by law for the foreclosure of liens generally. All builders must Landscape the front yards with appropriate shrubs and plantings that are customary and usual for homes in THE LEGACY.

**Building Line Setbacks.** No residential building, or any part thereof, shall ever be located nearer to the front lot line, or nearer to the side street lot line, than the minimum building setback lines shown on the recorded plat of THE LEGACY -SECTION 1, and identified thereon as "B.L.L.". There shall be a minimum side yard setback of Five (5) feet on one side and Five (5) feet on the other side provided, however, that where the whole or parts of two or more adjoining lots are used for a single residential building site, then the aforesaid side lot line restrictions shall not apply on the two or more contiguous sides of said lots, and in lieu thereof, shall apply to the exterior side boundary line of the actual residential building site used. To insure compliance with the afore-mentioned side yard setback restrictions and as a precaution to any violation thereof, any person, partnership or corporation building a residential building on any lot in THE LEGACY - SECTION 1 shall build no closer than ten (10) feet (measured from exterior to exterior) to any main residential buildings which might exist or be under construction on the lots adjacent to the lot on which the main residential building is to be placed. Should there be any unintentional violation of building setback lines or side yard building lines, no person, partnership, corporation owning property in THE LEGACY - SECTION 1 shall object or protest to the party guilty of said violation seeking a variance from the Oklahoma City Board of Adjustment or to the granting of such variance from the Oklahoma City Board of Adjustment. The aforesaid side lot lines or side boundary lines, also shall not apply to a detached garage or other outbuilding located sixty (60) feet or more from the front lot line of the residential lot or building site on which said outbuilding is erected, provided, however, said outbuilding must be at least three (3) feet from the nearest side lot line or side boundary line. For the purpose of the covenants (in this paragraph), chimneys, bay windows, eaves, steps, patios, open porches, fences, driveways, or walkways, shall not be considered as a part of the residential building, provided however, that this shall not be construed to permit any portion of a residential building on a lot and/or building site. Further more, no detached garage or other out building shall be permitted in the easements reserved for utilities and shown on the recorded plat of THE LEGACY - SECTION 1.

**Home Owners Association.** It is the intent of the developer to form a Home Owners Association whose membership will be comprised of owners of all lots, in THE LEGACY - SECTION 1 together with the owners of all lots in future phases of THE LEGACY. Membership in the association shall be mandatory for the owners of all Lots. The obligation to pay Home Owners Association dues for a particular lot will begin upon the date when the home builder sells the improved lot to a home buyer. The Developer shall have complete control of the Home Owners Association until the development of THE LEGACY is complete or the Developer determines to relinquish full control of the Association to the Lot owners. Thereafter, at a meeting called by the Developer, with due notice to all of the then owners of the Lots, the Developer shall turn such non-profit corporation over to the homeowners, and such homeowners shall accept such

non-profit corporation. Even after the Developer relinquishes control, for so long as the Developer is developing THE LEGACY, the Developer shall retain the right to veto any proposed action of the Association and the Association shall be bound by the Developer's veto. The Developer shall have this power of veto notwithstanding any language herein to the contrary.

In the above connection, the Developer shall establish such charter, by-laws, or rules and regulations affecting the association as it, in its sole discretion, deems necessary for the future government of the association. After acceptance by the homeowners, such homeowners shall have the right to change the charter, by-laws or rules and regulations of such non-profit corporation provided that fifty-one percent (51%) of all homeowners WHOSE DUES ARE CURRENT vote as above stated to change same.

Unpaid association dues shall become a lien upon the real estate and premises affected and the Association may file evidence thereof of record and foreclose such lien as allowed by law for the foreclosure of liens generally.

**Violation of Covenants, Legal Proceedings, Liens, etc.** Should the owner and/or tenant of any lot or lots or building sites in THE LEGACY - SECTION 1 violate any of the restrictive covenants and/or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein, after reasonable notice, then in such event, any owner or any lot or building site in THE LEGACY - SECTION 1 may institute legal proceedings to enjoin, abate and/or correct such violation or violations, and the owner of the lot or lots or building sites permitting the violation of such restriction and/or conditions shall pay all attorney fees, court costs, and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, and attorney fees to be fixed by the Court, and it is further agreed that the amount of said attorney's fees, court costs, and other expenses allowed and assessed by the Court, for the aforesaid violations, shall become a lien upon the land, as of the date legal proceedings were originally instituted, and said lien shall be subject to the foreclosure in such action, so brought to enforce such restrictions, in the same manner as liens upon real estate, the procedure as to which is fixed by statute.

**Section Headings.** The descriptive headings contained herein are for convenience only and are not intended to define the subject matter of the provisions hereof and shall neither be used for interpretation nor affect in any way the meaning of the provisions herein. The covenants herein stated are to run with the land, and shall be binding upon all parties and all persons claiming under them until December 31, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then owner of two thirds of the lots in THE LEGACY - SECTION 1 it is agreed to change such covenants to whole or in part.

