

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

NOTTINGHAM FOREST ESTATES SECOND ADDITION

233731

Restrictive Covenants to be filed separately from plat.

BOOK 1761 PAGE 1493

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
1984 JAN 24 PM 4:42
ANITA NESBITT
COUNTY CLERK

WHEREAS, the land and several lots above mentioned comprise in the aggregate a single subdivision to which it is desired to apply this Declaration and, accordingly, for purposes of convenience said entire subdivision will be referred to as NOTTINGHAM FOREST ESTATES SECOND ADDITION except in those instances where it is necessary to describe or identify a specific lot or lots, in which event they will be referred to specifically; and

WHEREAS, it is the desire and intention of Developer to provide a subdivision of perfection and elegance with privacy in a prestige location and to impose upon NOTTINGHAM FOREST ESTATES SECOND ADDITION mutual and beneficial restrictions, covenants, conditions and charges under a general plan or scheme of improvement to provide an exclusive and seclusive subdivision for the benefit of all the lands in NOTTINGHAM FOREST ESTATES SECOND ADDITION and the future owners thereof;

NOW, THEREFORE, Developer hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of NOTTINGHAM FOREST ESTATES SECOND ADDITION and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of NOTTINGHAM FOREST ESTATES SECOND ADDITION and every part thereof, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof:

PART ONE

TERM

All of the agreements, restrictions, conditions, charges and covenants set forth herein shall affect each and all of the above mentioned lots in NOTTINGHAM FOREST ESTATES SECOND ADDITION, shall run with the land and shall exist and be binding upon all parties and all persons claiming title by, through, or under Developer for a period of twenty-five (25) years from the date of recordation hereof, after which time the same shall be extended for successive periods of ten (10) years each, provided, however, that at any time after said twenty-five (25) year period has expired, said agreements, restrictions, conditions, charges and covenants may be modified or discontinued by the vote of the then record owners of a majority of the lots covered thereby.

PART TWO

MUTUALITY OF BENEFIT AND OBLIGATIONS

All of said restrictions, conditions, charges, covenants, and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in NOTTINGHAM FOREST ESTATES SECOND ADDITION and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all other lots in NOTTINGHAM FOREST ESTATES SECOND ADDITION; to create reciprocal rights between the respective owners of all of the lots in NOTTINGHAM FOREST ESTATES SECOND ADDITION to create a privity of contract and estate between the grantees of said lots, their heirs, personal representatives, successors and assigns; and shall, as to the owner of each lot in said subdivision, his heirs, personal representatives, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in said subdivision and their respective owners. Each of said restrictions, conditions, covenants, charges and agreements shall be binding upon the owner or owners of each lot or other piece of property located in NOTTINGHAM FOREST ESTATES SECOND ADDITION, upon any purchaser or purchasers of any such lot or other piece of property, and upon the heirs, personal representatives, successors or assigns of any such owner or owners or purchaser or purchasers exactly as if each such party had personally signed and accepted this Declaration.

3.01 All lots in NOTTINGHAM FOREST ESTATES SECOND ADDITION shall be used for residential purposes only. No building or structure intended for or adapted to business or professional purposes and no apartment house, double house, lodging house, rooming house, church, school, hospital, sanitarium, unattached servants' quarters or multiple family dwelling shall be erected, placed, permitted or maintained on any lot in NOTTINGHAM FOREST ESTATES SECOND ADDITION. No buildings or structures shall be placed, erected, altered or permitted to remain on any lot in NOTTINGHAM FOREST ESTATES SECOND ADDITION other than one single family dwelling hereinafter called "dwelling" and the following permissible accessory components, buildings or structures:

- a. One guest house where the same is attached to the main structure by a covered breezeway or other covered connecting structure.
- b. One garage or carport or storage building.
- c. Swimming pool facilities.
- d. Tennis court and other game court structures.
- e. Greenhouse, subject to approval as to size and location by the Architectural Committee.

No improvements of any nature shall be constructed on any lot in NOTTINGHAM FOREST ESTATES SECOND ADDITION until the plans and specifications for such structure, together with the proposed location of the improvement as delineated on a plot plan shall have been approved in writing by the Architectural Committee as designated hereafter.

3.02 Each dwelling constructed in NOTTINGHAM FOREST ESTATES SECOND ADDITION shall contain a minimum of 2,500 square feet of covered living area exclusive of porches, decks, patios, carports, garages or breezeways.

3.03 No structures of any type shall be erected on any lot nearer to the front, side or rear property line than the set-back lines designated for such lot on the plat.

3.04 No temporary house, office, mobile home, prefabricated storage building, tent or other outbuilding shall be placed or erected on any lot or lots; and no structure of any description shall be moved from any other location to a lot in this addition, provided, however, that the Architectural Committee may grant permission for such temporary buildings or structures for office purposes or for storage of materials during construction by the persons doing such work. In those cases where permission is granted, the temporary structure shall be removed within two weeks after completion of construction. No construction of an accessory structure, such as a swimming pool, tennis court or guest house shall precede the construction of the primary dwelling on any lot.

3.05 The work of constructing, altering or remodeling any structure or improving any lot or lots shall be prosecuted diligently from the commencement until the completion thereof. Initial landscaping of a lot must be completed within twelve months after the date on which the construction of the dwelling on such lot is completed.

3.06 In the event underground electric service is installed, the following provisions shall apply:

- a. Underground service cables to dwellings which may be located on lots in said addition may be run from the nearest service pedestal or transformer to the point of usage, determined by the location and construction of dwelling, provided, that upon the installation of such service cable to a particular dwelling the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a 5-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on each dwelling.

b. The supplier of electric service, through its proper agents and employees, shall have right of access to such easement-ways shown on said plat for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facility so installed by it.

c. The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. Repairs or cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lot.

d. The foregoing specified covenants (a through c) shall be enforceable by the supplier of electric service and the owner of each lot agrees to be bound hereby.

3.07 No wall or fence shall be erected or permitted on any lot except where specifically authorized by the Architectural Committee. In no event will chain link fences be permitted.

3.08 Dwellings will be designed so that garage opening will not be visible from public street, except in case of double frontage and corner lots. Final approval to be made by ARCHITECTURAL COMMITTEE.

3.09 Any dwelling or other structure on any lot which is fully or partially destroyed or damaged by fire, storm or any other means, must be fully rebuilt, repaired or removed within nine (9) months after the date such destruction or damage occurs unless an extension in writing is obtained from the Architectural Committee.

3.10 No lot in NOTTINGHAM FOREST ESTATES SECOND ADDITION shall be split or further subdivided and each lot shall always be conveyed or encumbered in its entirety.

3.11 No structures, ditches, changes in the terrain or landscaping shall be allowed that would obstruct or partially obstruct the normal flow of water in adjacent water courses or that would cause an increase in the normal flow of water in the water courses or across other lots.

3.12 In addition to any area provided in a garage or carport, each dwelling must have accommodation parking within the lot boundaries for not less than four (4) automobiles.

3.13 All garages, carports, guest houses and storage buildings shall conform in architectural design to the primary dwelling on such lot.

PART FOUR

ARCHITECTURAL CONTROL & PLANNING COMMITTEE

4.01 Prior to commencement of any work, there shall be submitted to the Chairman of the Architectural Committee two (2) complete sets of plans and specifications of any and all structures and improvements (the erection or alteration of which is desired), of any changes in the terrain and of any landscaping, and no changes or construction of any nature upon any lot shall be commenced unless and until the final plans and specifications therefor have received the approval of the Architectural Committee as hereinafter provided. All plans and specifications for any dwelling, swimming pool, fence, wall or other structures whatsoever to be erected on any lot shall include plot plans showing the proposed location thereof on the lot or lots, the dimensions and exterior appearance thereof, exterior materials and veneer, and exterior color schemes thereof. Preliminary plans may be submitted to the Architectural Committee for a preliminary approval of the general design characteristic of the dwelling proposed and the location thereof on the plot plan of the lot. Preliminary approval will not bind the Architectural Committee to final approval of the completed plans but will merely be an expression that the general design characteristic and plot plan appear to be harmonious and in conformity to the general surroundings and adjacent dwellings.

4.02 Before any work is commenced on any lot or lots, the Architectural Committee, as the same is from time to time composed, shall approve or disapprove plans and specifications. One (1) set of said plans and specifications with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Architectural Committee. The signature of the Chairman and one other member of the Architectural Committee on any such plans and specifications with the approval or disapproval being the act of the full Architectural Committee. In the event the Architectural Committee fails to approve or disapprove any such plans or specifications within thirty (30) days after actual receipt of same by the Chairman and if all terms contained in this Declaration have been complied with, the Architectural Committee shall be deemed to have approved such plans and specifications.

4.03 There shall also be submitted to the Chairman of the Architectural Committee two (2) complete sets of plans and specifications of any later substantial changes or additions to the original plans and specifications after initial approval thereof and of any remodeling, reconstruction, alterations or additions to any dwelling or other structure or improvement on any lot or lots and the approval of the Architectural Committee must be obtained prior to the commencement of any such remodeling or reconstruction thereon in the same manner as set forth in Section 4.02.

4.04 The Architectural Committee shall have the right to disapprove any plans and specifications submitted to it as aforesaid in the event such plans and specifications are not in accordance with all of the provisions of this Declaration, if the external design, appearance, location or color scheme of the proposed dwelling or other structure is not in harmony with the general surroundings of such lot or with the adjacent dwellings or structures or with the topography, if the plans and specifications submitted are incomplete, if the design, appearance or location of any landscaping is not in harmony with the general surroundings or topography, or in the event the Architectural Committee deems the plans and specification, or any part thereof, to be contrary to the interest, welfare or rights of any or all parts of the real property subject thereto, or the OWNERS thereof, all in the sole discretion of the Architectural Committee. It is contemplated that a Home Owners' Association shall be organized composed of the owners of lots in NOTTINGHAM FOREST ESTATES SECOND ADDITION and until such time as said association has been organized and has at least seven (7) lots represented therein the decision of the Architectural Committee shall be final. After its organization, and at least seven (7) lots are represented therein, an appeal of the decision of the Architectural Committee may be made to it in which event a majority of the members of NOTTINGHAM FOREST ESTATES SECOND ADDITION HOME OWNERS' ASSOCIATION attending a meeting called for that purpose may approve or disapprove any plans and specifications. In this event the decision of the Home Owners' Association shall be final.

4.05 The Architectural Committee is presently composed of the following three (3) members as appointed by Developer:

William B. Breisch
Jane E. Phillips
Betty J. Breisch

4.06 A vacancy shall be created on the Architectural Committee by the resignation, death or refusal to act of any member thereof. It is contemplated that a Home Owners' Association shall be organized composed of the owners of lots in NOTTINGHAM FOREST ESTATES SECOND ADDITION and until such time as said Association has been organized and has at least seven lots represented therein, a vacancy on the Architectural Committee shall be filled by the Developer. After its organization and at least seven (7) lots are represented therein a vacancy on the Architectural Committee shall be filled by the majority vote of the members attending a meeting called for that purpose.

4.07 Neither the Architectural Committee nor any architect or agent thereof or of Developer shall be responsible in any way for any defect in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications.

PART FIVE

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PETS AND OTHER ANIMALS

No horses or livestock of any description may be kept or permitted on any lot with the exception of dogs, cats and other animals which are of the normal and customary household variety (including birds) and which do not make objectionable noise or constitute a nuisance or inconvenience to owners of other lots nearby. No breeding of or commercial raising or dealing in dogs, cats or any other animals or reptiles will be permitted on or from any lot. No more than three (3) dogs, cats or a combination of dogs and cats or other animals may be kept or permitted on any lot.

PART SIX

USE AND MAINTENANCE

6.01 No lot, dwelling or improvement nor any part thereof, shall be used for business or professional purposes including but not limited to, use as a school, nursery, church, hospital or office, use for music lessons, swimming lessons or other individual or group instruction or use for garage sales or similar events which amount to public sales or offerings regardless of whether it is for profit or charity.

6.02 No sign, billboards or advertising structures of any kind, political, religious or other, shall be allowed on any of the lots, except only signs of customary dimensions advertising a particular lot or dwelling "for sale". Any such "for sale" sign must be removed immediately after the closing of a sale for the purchase of such lot or dwelling.

6.03 Each lot at all times shall be kept in a clean, sightly and wholesome condition, both prior to, during and after construction. No boxes, containers, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any lot so they are visible from any neighboring lot or street except as necessary during the period of construction. No lot shall be used in whole or in part as a dumping ground for rubbish or for the storage of any property or thing that will cause such lot to appear in an unclean, disorderly or untidy condition or that will be otherwise obnoxious. No trash, litter, junk, bottles, grass or weed clippings, debris or other unsightly materials shall be permitted to remain exposed upon any lot so they are visible from neighboring lot or street and shall be kept only in sanitary containers.

6.04 All lots shall be kept maintained, mowed and in a well-landscaped condition so as to produce the best aesthetic effect. Boundary planting along front lot lines, except trees with single trunks, shall not be permitted to grow higher than three (3) feet.

6.05 No trucks, trailers, semi-trailers, aircraft, mobile homes, recreational vehicle or boats shall be permitted to remain on any lots, or upon any street or access easement adjacent thereto, unless completely screened from view from the other lots or streets adjacent thereto except where they are temporarily parked for no more than twenty-four hours in any one calendar month. All family motor vehicles shall be parked upon the lot upon the paved parking and off the streets.

6.06 All clotheslines, garbage cans, equipment, coolers, wood piles, or other similar items shall be aesthetically screened to conceal them from the view of neighboring lots or the access easement.

6.07 The exterior of all structures shall be continuously maintained and never allowed to fall into disrepair as long as this Declaration is in effect.

6.08 No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to owners of property in NOTTINGHAM FOREST ESTATES SECOND ADDITION, or any part thereof, or occasion any notice or odor which will, or might, disturb the peace, quiet, comfort or serenity of the occupants of nearby lots. All exterior light and light standards, and all exterior mechanical equipment which emits sound shall be approved by the Architectural Committee for harmonious development and the preventing of lighting and sound nuisances to other lot owners within NOTTINGHAM FOREST ESTATES SECOND ADDITION.

6.09 No exposed or exterior radio, television or other transmission or receiving antenna, or the supporting structure thereof, erected on any lot shall rise more than four feet above the nearest ridge line of the dwelling on such lot. Any such antenna shall be located behind or to the rear of the dwelling.

6.10 Sewage is intended to be disposed of by individual septic tank systems or into the municipal sewage system and shall be subject to regulations of the Tulsa City-County Health Department. Each lot owner shall be responsible for the installation and maintenance of the septic system or sewer lines serving the lot; any lot area containing the lateral lines shall be maintained free of any building or other structures or surfacing which would interfere with the functioning of the lateral lines.

PART SEVEN

REMEDIES FOR VIOLATIONS

7.01 All agreements, conditions, restrictions, covenants and charges herein shall be binding on all of the lots in the subdivision and the owners hereof, regardless of the source of title of such owners, and any breach thereof, if continued for a period of thirty (30) days from and after the date that Developer, or his heirs, personal representatives, successors, or assigns, or any other lot owners, shall have notified in writing the owner or resident in possession of the lot upon which or as to which such breach has been committed, to refrain from a continuance of such action and to correct such breach, Developer, his heirs, personal representatives, successors or assigns, or any other lot owners, shall have the right to bring an action in any court having jurisdiction thereof for an injunction and they shall be entitled to such injunction and their costs of court on the mere proof of the breach and without the necessity of proving any actual damages or injury or any reasonable prospect thereof. In addition to an injunction, Developer, his heirs, personal representatives, successors or assigns or any other lot owners shall be entitled to bring suit for damages or other proper relief in the event any such breach causes actual damages or injury, or any reasonable prospect thereof, and the court shall award to the plaintiff in such action reasonable attorney's fees and all costs of court should the plaintiff be successful in such action.

7.02 Violation of any part of the Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to the entirety of any lot, but the agreements, conditions, restrictions, covenants and charges contained herein shall be enforceable against any lot acquired by any person through court order foreclosure or by deed in lieu of foreclosure for any violation of this Declaration occurring after the acquisition of said property through foreclosure, or deed in lieu of foreclosure or court order.

PART EIGHT

GRANTEE'S ACCEPTANCE

Each grantee of any of the lots, by acceptance of a deed conveying title thereto, shall accept such title upon and subject to each and all of the restrictions, conditions, covenants, charges and agreements herein contained, and the restrictions and reservations contained in the deed to Developer and the jurisdiction, rights and powers of Developer; and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenants, consent and agree to and with the Developer and to and with all other grantees and subsequent owners of each of said lots to keep, observe, comply with and perform said restrictions, covenants, conditions, charges, reservations and agreements.

PART NINE

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NO RIGHTS WAIVES BY DELAY

No delay or omission on the part of the Developer, or his heirs, personal representatives, successors or assigns in interest, or the owner or owners of any lot or lots in said property, in exercising any right, power or remedy herein provided for in the event of any breach of any of the agreements, conditions, restrictions, charges and covenants herein contained shall be construed as a waiver thereof or acquiescence therein unless a time period set forth herein applicable to the particular provisions breached has expired; and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against Developer, his heirs, personal representatives, successors or assigns, for or on account of his failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach or for imposing herein agreements, conditions, restrictions, charges or covenants which may be unenforceable.

PART TEN

PARTIAL INVALIDITY

In the event that any one or more of the agreements, conditions, restrictions, charges and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining agreements, conditions, restrictions, charges and covenants herein set forth shall continue unimpaired and in full force and effect.

PART ELEVEN

REMEDIES CUMULATIVE

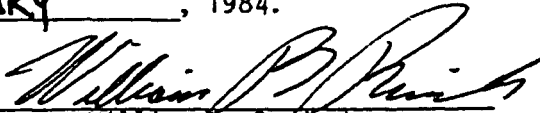
The various rights and remedies of Developer and the owners of lots as hereinbefore set out are and shall be cumulative. All of them may be used, relied upon, resorted to and enforced without in any way affecting the ability of Developer or the said lot owners to use, rely upon, resort to or enforce the others, or any of them.

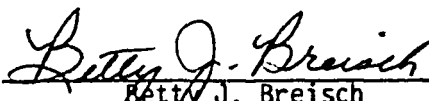
PART TWELVE

CAPTIONS

The captions of the various paragraphs of this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms of provisions thereof.

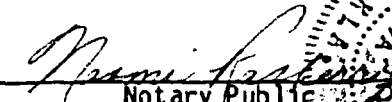
IN WITNESS WHEREOF, we, the Developers, have hereunto set our hands and seals on this 24 day of JANUARY, 1984.

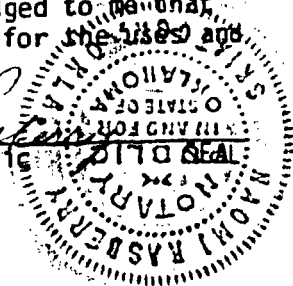

William B. Breisch


Betty J. Breisch

STATE OF OKLAHOMA)
)ss
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said State, on this 24 day of JANUARY, 1984 personally appeared William B. Breisch and Betty J. Breisch, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes herein set forth.


Notary Public



My commission expires: August 1, 1985