

RESTRICTIVE COVENANTS OF BROOKHAVEN NORTH
A SUBDIVISION OF A PART OF THE NE ¼ OF
SECTION 24, TOWNSHIP 14 NORTH, RANGE 3 WEST,
OF THE I.M., OKLAHOMA COUNTY, OKLAHOMA
BLOCKS 9 THROUGH 15, BOTH INCLUSIVE

KNOW ALL MEN BY THESE PRESENTS:

That, Brookhaven North, Inc., a corporation, organization and existing under and by virtue of the Laws of the State of Oklahoma, does hereby certify that it is the owner of, and the only corporation or corporations, person or persons, who have any right, title or interest in and to the land embraced and included within Brookhaven North, Blocks 9 through 15, both inclusive, an Addition of Edmond, , Oklahoma County, Oklahoma, now platted into lots, blocks, streets and easements, as shown on the Plat of said Addition, re-recorded in book 48, of Plats, at page 73, of the public records of Oklahoma County, State of Oklahoma.

For the purpose of providing an orderly development of all of the above described property and platted area, and providing adequate restrictive covenants for the benefit of itself and its Successors in title, Brookhaven North, Inc., a corporation does hereby impose the following restrictions and reservations on the entire Plat of Brookhaven North, Blocks 9 through 15, both inclusive, an Addition to Edmond, Oklahoma County, Oklahoma, to which it shall be incumbent upon Successors in title to adhere, and any person or persons, corporation or corporations hereinafter becoming the owner or owners, either directly or through subsequent transfers or in any manner whatsoever of any lot or lots, block or blocks, included in the aforementioned Addition, shall take, hold and convey the same, subject to the following restrictions and reservations, to-wit:

1. Only one single family residence, not to exceed two (2) stories in height, and a private garage for not less than two (2) cars, nor more than three (3) cars may be constructed or erected on any lot or building site in Brookhaven North, Blocks 9 through 15, both inclusive, an Addition to Edmond, Oklahoma County, Oklahoma. No building or structure of any sort may be placed, erected or used for business, professional, trade or commercial purposes on any portion of said Addition.

2. No single family residence shall be erected or placed on any residential building site or lot, which lot or site has an area of less than 8,000 square feet, and a width of less than 70 feet at the front minimum setback line.

3. No single family structure shall be permitted on any residential building lot or site in Brookhaven North, Blocks 9 through 15, both inclusive, an Addition to Edmond, Oklahoma County, State of Oklahoma, the ground floor of which structure, exclusive of open porches, breezeway and garage, is less than the square footage as hereinafter set out:

Block 9, Lots 1 through 6, both inclusive	2000 square feet
Block 10, Lots 1 through 10, both inclusive	1750 square feet
Block 10, Lots 11 through 13, both inclusive	2000 square feet
Block 11, Lots 1 through 4, both inclusive	1750 square feet
Block 11, Lots 21 through 24, both inclusive	1750 square feet
Block 11, Lots 5 through 20, both inclusive	2000 square feet
Block 12, Lots 1 through 18, both inclusive	1750 square feet
Block 13, Lots 1 through 30, both inclusive	2000 square feet
Block 14, Lots 1 through 14, both inclusive	1750 square feet
Block 14, Lot 15	2000 square feet
Block 15, Lots 1 through 28, both inclusive	2000 square feet

In case of a one an one-half story or a two story structure, the ground floor shall in no event be less than 1200 square feet.

4. No main residential structure shall ever be erected, placed or constructed on any residential building lot or site in this Addition, unless at least 60% of the exterior walls thereof be of brick, brick veneer, stone, stone veneer, provided, however, that all windows or doors located in said exterior walls shall be excluded in the determination of the of the area of 100% of said exterior walls, and further provided that where a gable type roof is

constructed and a part of the exterior wall is extended above the interior room ceiling height may be constructed of wood material and also excluded from the square-foot area in determining what constitutes 100% of the exterior walls of said main residential structure. In case of a one and one-half story or two-story structure, the 60% provision shall apply to the exterior walls of the first floor.

5. No building shall be erected on any lot reserved exclusively for single family residential use, unless it shall have a wood shingle roof. However, this restriction shall not prevent the submission of specifications and plans for other types of roof coverings, including Solar Systems, to the Building Committee mentioned herein, for approval of said deviation. In the event approval is granted, in writing, by the Building Committee, this deviated type of roof covering may be used.

6. No building or any part thereof shall be located nearer to the front lot lines nor nearer to the side lot line, than the building setback line shown on the recorded plat of Brookhaven North, an Addition of Edmond, Oklahoma County, State of Oklahoma. Moreover, no residential structure shall be located nearer than 5 feet to any side lot line provided, however, that where the whole or parts of two (2) adjacent lots are used for one building site, then the aforesaid side lot line restrictions shall not apply to the two (2) contiguous sides for the whole or parts of said lots used in said building site, and in such instances, the side lot line restriction shall then apply only to the outer extremities of the building site actually used. No residential structure shall be less than 55 feet in width, including attached garage.

7. No fence, carport, or enclosure of any type or nature whatsoever shall ever be constructed, erected, placed or maintained forward of the front building limit or set back line on each lot as same is shown on the recorded plat thereof, provided, however, that it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape front yards. No fence or structure of any type or nature whatsoever shall be constructed, erected, placed or maintained to the rear of the Rear Building and Fence Line as shown on the recorded plat referred to above. The restriction referred to in the previous sentence will cover and affect only Lots 12 through 17, both inclusive, Block 15, and also Lot 28, Block 15, Brookhaven North, Block 9 through 15, both inclusive, an Addition aforesaid.

Moreover, no motor home, recreational vehicle, boat, boat trailer, tent or temporary structure of any nature whatsoever shall ever be temporarily parked, located or otherwise maintained forward of the front building limit or setback line on each lot as same is shown on the recorded plat of Brookhaven North, Blocks 9 through 15, both inclusive, an Addition to Edmond, Oklahoma County, State of Oklahoma; provided, however, that it is not the intention of this paragraph to exclude temporary parking or passenger automobiles or trucks on any portion of the garage driveway that is located on front of such front building limit or setback line on each lot. Further, no truck, trailer, motor home, recreational vehicle, boat, boat trailer, tent or temporary structure of any nature or whatsoever nature shall be parked, located or otherwise maintained back of the front building line on any lot in the aforesaid Addition.

8. It is understood that Lots 12 to 17, both inclusive, Block 15, and also Lot 28, Block 15, Brookhaven North, Blocks 9 through 15, both inclusive, an Addition aforesaid, is covered and affected by a drainage area or areas. The owners of any of the lots last above referred to shall construct no structure, fence, dam or enclosure of any type of whatsoever nature, which shall act to impede, interfere with or deter the flow of the natural drainage areas above referred to, as same covers and affects the lots last above set out. Further, the respective owners of Lots 12 to 17, both inclusive, Block 15 and also Lot 28, Block 15, shall at all times keep drainage areas covering the lots, free of any structure or debris that would impede or affect the free flow or water in the drainage areas aforesaid. Further, any other of the lot or lots last above referred to, including the City of Edmond, may enforce this respective covenant and requirement, by injunction relief.

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

10. No antenna, poles, or similar items, shall be erected on any residential lot or building site in the addition which extends more than five (5) feet above the peak of the residence.

11. No existing erected building or structure of any sort may be moved onto and/or placed on any of the residential building plots in Brookhaven North, it being the intention of this covenant to definitely prohibit the moving onto and/or placing of existing residential structures on any of the lots in said Brookhaven North, Block 9 through 15, both inclusive.

12. No noxious or offensive trade or activity shall be carried on upon any lot in Brookhaven North, Blocks 9 through 15, both inclusive, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

13. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lots, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

14. EASEMENT RESERVED. Brookhaven North, Inc., a corporation reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as easements, sewers, or other pipe lines, conduits, poles and wires, and any other method of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance; that where easements are provided along the rear of the lot or lots then in that event all sewer and other pipe lines, conduit, poles and wires belonging to any public or quasi-public utility or function shall be placed on said easements, except that such sewer, pipe lines, conduits, poles and wires may be installed under the streets, throughout the addition, where necessary to carry same across the street.

15. The foregoing covenants and restrictions are to run with the land and shall be binding on all persons and parties claiming under then until June 5th, 1998, at which time the said covenants shall be automatically extended for successive periods of twenty (20) years, unless, by a majority vote of the then lot owners, it is agreed to change or abrogate said covenants in part or in whole.

16. Should the owner and/or tenants of any lot or lots in Brookhaven North, Blocks 9 through 15, both inclusive, violate any of the restrictive covenants and/or conditions 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 owners of any lot in Brookhaven North, may institute legal proceedings to enjoin, abate, and/or correct such violation of such restrictions or violations, and the owner of the lot or lots permitting the violation of such restrictions and/or conditions shall pay all attorney fees, Court Costs, and other expenses necessarily incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, said attorney fees, court costs, and other expenses allowed and assessed by the Court, for the aforesaid violation or violations shall become a lien upon the lands as of the date legal proceedings were originally instituted; and said lien shall be subject to 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.

17. Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any other provisions, which shall remain in full force and effect.

Signed by Robert Geis, President, of Brookhaven North, Inc., Declarant

June 5, 1979