

OWNERS CERTIFICATE AND RESTRICTIONS COVERING DUTCH FOREST

Being a subdivision of a parcel of land in the Southwest Quarter of Section 18, Township 13 North, Range 2W of the I.M., Oklahoma County, Oklahoma.

KNOW ALL MEN BY THESE PRESENTS:

That BEAM DEVELOPMENT COMPANY, INC., an Oklahoma corporation, O. T. BEAM and ADA F. BEAM, husband and wife, GERD FECHT and LUCKY KAREN FECHT, husband and wife, GERD FECHT as guardian for HEIDI ANN FECHT, GERD TODD FECHT, GERD TIMOTHY FECHT and HOLLY RENEE FECHT, DIETER W. BEAM and DEBRA G. BEAM, husband and wife, and DIETER W. BEAM as guardian for MARK ANTHONY BEAM, hereinafter referred to as "Owners" do hereby certify that they are the owners, as appears of record, of the land embracing DUTCH FOREST, of the County of Oklahoma, now platted into lots, blocks, streets, and easements as shown on the plat of DUTCH FOREST, recorded in Book 49, Page 93, of the records of Oklahoma County, State of Oklahoma.

For the purpose of providing an orderly development of all of the lots and/or building sites, and blocks included in the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of themselves and their successors in title, the Owners do hereby impose the following restrictions and reservations on the entire plat of DUTCH FOREST, to which it shall be incumbent upon their successors, in title to adhere, and any person or persons, corporation or corporations, hereafter 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 DUTCH FOREST shall take, hold and convey same, subject to the following restrictions and reservations, to-wit:

(1) All of the building sites located in DUTCH FOREST above described, shall be reserved exclusively for use as residential lots and/or residential building sites. No buildings or structures shall be erected, altered, placed or permitted to remain on any lot or building site in said subdivision other than single family dwellings not to exceed two stories in height, and a private garage for not more than three (3) automobiles, except a maximum of one other outbuilding incidental to residential use, such as a storage building which shall be required to be of new construction and must be in architectural and design harmony with the main residential structure, EXCEPT, the stone structure located on Lot 6 in Block 2 of said addition which shall be, regardless of other restrictions contained herein or covenants to the contrary, regarding size and building line setbacks, upon proper authorization and approval by the architectural committee of DUTCH FOREST, may be allowed to remain in its present location.

(2) No building or structure of any sort may ever be placed, erected, or used for business, professional, trade or commercial purposes, on any portion of any lot or block in DUTCH FOREST. It is further provided that this prohibition shall not apply to any building or structure that may be placed on any lot or portion of a lot in DUTCH FOREST that is used exclusively by a public or private utility company in connection with the furnishing of utility services to such subdivision. Said prohibition shall further not apply to the Owners herein with regard to structures used for the sale of said lots, while lots remain for sale in said subdivision. Once all lots have been sold then said prohibition shall apply to the owners as well as all other individuals purchasing lots within said subdivision.

VAUGHN & STAFFORD  
Attorneys at Law  
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Edmond, Oklahoma 73034  
Phone: 405-348-1717

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Oklahoma County  
County Clerk  
By *Shirley S. Shirley* Deputy

(3) No trailer, basement, tent, shack, garage, barn or other outbuilding placed or erected on any of the above-described lots shall at any time be used as a residence, temporarily or permanently, nor shall any other structure of a temporary character be used as a residence.

(4) No existing building or structure, or any portion or portions thereof may ever be moved on or placed on any of the above-described lots. 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 and/or blocks of the property heretofore described.

(5) Prior to beginning construction of any residence on any of the lots in DUTCH FOREST, building plans must be submitted to an architectural committee comprised of the Board of Directors of the Dutch Forest Homeowners Association, or by three (3) or more representatives appointed by the Board, so that it may be determined that the planned structure is in conformity with the size and material requirements of the restrictive covenants, and in harmony with the external design of existing structures in said subdivision. Further a plot plan must be included showing the location of the proposed structure with respect to topography and finished ground elevations and in relation to front building and side-lot setback lines. If no objection has been made within thirty (30) days from the time of submission of the building plans, then they may be presumed satisfactory and this covenant shall be deemed to have been fully complied with.

(6) No one story single-family main residential building shall ever be constructed or erected on any lot, lots or building site in DUTCH FOREST unless the ground floor area of said one-story single-family residence, exclusive of open porches, breezeways and attached garages, is at least two thousand five hundred (2,500) square feet. No split-level or two story single-family main residential building shall ever be constructed or erected on any lot, lots or building site in DUTCH FOREST, having less than a total floor area of two thousand five hundred (2,500) square feet, exclusive of open porches, breezeways and attached garages, and the lower floor of such two-story structure must contain at least two thousand (2,000) square feet of the required total living area. All buildings shall be of new construction, and all buildings must be completed and fully finished within twelve (12) months from the time of the beginning of their construction. A minimum of 75% of the exterior of any single story residential structure and a minimum of 50% of the exterior of any two story structure must be covered by brick or other masonry material, EXCEPT:

Under special circumstances an exception to the masonry requirement may be granted by consent of the architectural committee. Such an exception shall be made only when and if the plans and specifications clearly show the proposed dwelling to meet or exceed all the intended quality and value requirements; and when an exterior material other than masonry is clearly an architectural or design necessity, such as a preponderance of redwood and glass, for example, in a certain style of construction.

(7) All residences constructed on any lot in DUTCH FOREST shall be required to have wood shingle roofs, EXCEPT:

Under special circumstances an exception to the wood shingle requirement may be granted by the consent of the architectural committee. Such an exception shall be made only when and if the plans and specifications clearly show the proposed roofing material to meet or exceed all the intended quality and value

requirements; and when such a material other than wood shingles is clearly an architectural or design necessity.

(8) No building or any part thereof shall ever be located nearer than forty (40) feet to the front lot line, and in no case less than twenty (20) feet to the side lot line. Provided, however, that where the whole or parts of two or more adjoining lots are used for a single 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 lines of the actual building site used. The aforesaid lot line or said boundary line restrictions shall also not apply to a detached garage or other outbuilding located eighty (80) feet or more from the front lot line of the lot or building site on which said outbuilding is erected, provided, however, that said outbuilding must be at least fifteen (15) feet from the nearest side lot line or said boundary line. No fence, enclosure, or car port of any type or nature whatsoever, shall ever be constructed, erected, placed or maintained forward of the front building limit or setback line, on each lot, as same is shown on the recorded plat of DUTCH FOREST. Use of barbed wire or similar fencing material is expressly prohibited.

(9) All septic systems and water wells must meet City, County, and State Health Department requirements or specifications for construction and must be inspected and approved in writing prior to their use.

(10) All driveways entering residential lots or building sites in DUTCH FOREST must have paved approaches of not less than twenty (20) feet in width at the entrance with an adequate turning radius and not less than twenty-four (24) feet in length. Furthermore, adequate drainage structures must be installed in the bar ditch prior to the construction of any driveway or entrance to a lot or building site in DUTCH FOREST, and at no time during the construction of a house or residence, or thereafter, shall the drainage of the bar ditches be obstructed.

(11) No refuse of any sort may be placed or dumped on any vacant lot in DUTCH FOREST nor will any lot be used for storage other than for construction materials during actual construction of a residence on said lot.

(12) Animals shall be limited to household pets. No horses, cows, sheep, hogs, goats or any other similar animals or any poultry of any kind whatsoever, shall be grazed, bred or kept on any of the lots and/or building sites in DUTCH FOREST.

(13) In addition no subdivisions of existing blocks or lots or portions thereof will be made of any portion of DUTCH FOREST, and no more than one (1) residential structure may be located on each lot or building site, without the prior written consent of the Owner.

(14) At no time shall the owners of Lots 1 and 2 in Block One and Lots 1, 2, 12 and 13 in Block Two, or any other lot owners, in DUTCH FOREST, build or cause to be built any structure that obstructs the flow of drainage through the private drainage easements as shown on the recorded plat of DUTCH FOREST, or as hereafter created by deed, with regard to said lots and blocks, nor shall any lot owner build or construct any structure that would obstruct the flow of drainage through the open drainage channels or bar ditches that run along the private road in said addition.

(15) At no time and under no circumstances shall the owners of Lots 1 and 15 in Block One and the owners of Lots 1, 2, 3, 4, 5, 6, and 13 in Block Two as shown on the plat of DUTCH FOREST, construct a driveway of any sort either temporary or permanent connecting their lot to either Bryant Avenue, or Northeast 122nd Street, it definitely being the intention of this covenant to limit the access of those lots abutting said section line roads to enter from the private road abutting the front of said lots.

(16) No signs or billboards will be permitted upon any of the lots except those advertising the sale or rental of any such property, provided that such signs do not exceed six (6) square feet in area, or those for which a prior written approval has been obtained from the owner.

(17) No parking and/or storage of trailers, boats and/or vehicles which are not normally used as everyday transportation will be allowed on the streets, common areas, or lots and blocks of said property forward from the front building setback line of said property.

(18) Should the owner and/or tenant of any lot or lots or building sites in DUTCH FOREST 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 of any lot or building site in DUTCH FOREST, may institute legal proceedings to enjoin, abate, and/or correct such violation or violations, and the owner of said lot or lots or building site permitting the violation of such restrictions and/or conditions shall pay all attorney's fees, court costs, and other necessary expenses incurred by the aforesaid violation or violations, and it is further agreed that such costs allowed and assessed by the Court for the aforesaid violation or violations shall become a lien upon said owner's land, 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.

(19) 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, 2001, at which time, said covenants shall be automatically extended for successive periods of five (5) years. These restrictions may be amended until December 31, 2001, by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter, by an instrument signed by not less than seventy-five (75%) of the Lot Owners. Any amendment must be recorded.

(20) Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Owners of the property included in the plat of DUTCH FOREST have executed this instrument this 19th day of November, 1981.

BEAM DEVELOPMENT COMPANY, INC.

By

O. T. Beam  
O. T. Beam, President

ATTEST:

Raymond L. Vaughn, Jr.  
Raymond L. Vaughn, Jr.  
Secretary

BOOK 4825 PG 591

O. T. Beam  
O. T. Beam

Ada F. Beam  
Ada F. Beam

Gerd Fecht  
Gerd Fecht

Lucky Karen Fecht  
Lucky Karen Fecht

Gerd Fecht, Guardian for  
Heidi Ann Fecht, Gerd Todd Fecht,  
Gerd Timothy Fecht, and Holly  
Renee Fecht.

Dieter W. Beam  
Dieter W. Beam

Debra G. Beam  
Debra G. Beam

Dieter W. Beam  
Dieter W. Beam, Guardian for  
Mark Anthony Beam

STATE OF OKLAHOMA }  
OKLAHOMA COUNTY } ss:

On this 19th day of November, 1981, before me, a Notary Public in and for said State and County, personally appeared O. T. BEAM to me known to be the identical person who executed the within and foregoing instrument as President of BEAM DEVELOPMENT COMPANY, INC., and acknowledged to me that he executed the same as such officer, in the name of and for and on behalf of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

Notary Public  
NOTARY PUBLIC

My Commission Expires:  
June 8, 1985

STATE OF OKLAHOMA ]  
OKLAHOMA COUNTY ] ss:

BOOK 4825 PG 592

On this 19th day of November, 1981, before me, a Notary Public in and for said State and County, personally appeared O. T. BEAM and ADA F. BEAM, husband and wife, 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.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

 *Patricia J. Chivers*  
NOTARY PUBLIC

My Commission Expires:

June 8, 1985

STATE OF OKLAHOMA ]  
OKLAHOMA COUNTY ] ss:

On this 19th day of November, 1981, before me, a Notary Public in and for said State and County, personally appeared GERD FECHT and LUCKY KAREN FECHT, husband and wife, 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.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

 *Patricia J. Chivers*  
NOTARY PUBLIC

My Commission Expires:

June 8, 1985

STATE OF OKLAHOMA ]  
OKLAHOMA COUNTY ] ss:

On this 19th day of November, 1981, before me, a Notary Public in and for said State and County, personally appeared DIETER W. BEAM and DEBRA G. BEAM, husband and wife, 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.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

 *Patricia J. Chivers*  
NOTARY PUBLIC

My Commission Expires:

June 8, 1985