

DRAFTING NOTES:

1. What follows is a combination of the three sets of covenants for Blocks 1-15, along with comments and notes.
2. Needs to be edited for consistent capitalization of defined terms.

Return to:

AMENDED AND RESTATED RESTRICTIVE COVENANTS OF BROOKHAVEN NORTH, A SUBDIVISION WITHIN THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA, BLOCKS 1 THROUGH 15 INCLUSIVE

KNOW ALL MEN BY THESE PRESENTS:

That the Owners of Lots within the Brookhaven North Addition (the "Declarants") do hereby certify that they are the owners of, and the person or persons, who have any right, title or interest in and to the land embraced and included within BROOKHAVEN NORTH, Blocks 1-15 inclusive, an Addition to Edmond, Oklahoma County, now platted into lots, blocks, streets and easements, as shown on the Plats of said Addition, recorded in Book @@ of Plats, at page @@, Book 47 of Plats, at page 39 and Book 48 of Plats, at page 73, of the public records of Oklahoma County, State of Oklahoma.

For the purpose of consolidating, restating, and amending multiple sets of covenants , to provide for an orderly development of all of the above described property and platted area, and of providing adequate restrictive covenants for the benefit of itself and its successors in title, Declarants do hereby impose the following restrictions and reservations on the entire Plats of BROOKHAVEN NORTH, Blocks 1 through 15, an Addition to Edmond, Oklahoma County, Oklahoma, to which it shall be incumbent upon its 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:

Matthew L. Winton 3/24/11 2:50 PM
Deleted: OF A PART OF THE NE4 OFSECTION 24, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE I.M., OKLAHOMA COUNTY, OKLAHOMA,

Matthew L. Winton 3/24/11 2:50 PM
Deleted: ,

Matthew L. Winton 3/24/11 2:51 PM
Deleted: BROOKHAVEN NORTH, INC., a corporation, organized and existing under and by virtue of the Laws of the State of Oklahoma,

Matthew L. Winton 3/24/11 2:51 PM
Deleted: es

Matthew L. Winton 3/24/11 2:51 PM
Deleted: it is the

Matthew L. Winton 3/24/11 2:51 PM
Deleted: only corporation or corporations,

Matthew L. Winton 3/24/11 2:51 PM
Deleted: Successors

Matthew L. Winton 3/24/11 2:52 PM
Deleted: BROOKHAVEN NORTH, INC., a corporation , does

Matthew L. Winton 3/24/11 2:52 PM
Deleted: s

1. No building shall be erected, placed or altered on any of the Lots or Blocks in BROOKHAVEN NORTH, an Addition to Edmond, Oklahoma County, State of Oklahoma, until after the building plans, specifications and plot plan showing the location of such building have been approved in writing by a majority of a committee composed of @, @ and @, or their authorized representative or Successors, for conformity and harmony as to location of the building with respect to property and building setback lines. In the case of the death of any member or members of said Committee, the surviving member or members of said committee, shall have the authority to appoint successor members to the above named committee to fill any vacancy or vacancies created by the death 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 representative or successors, fail to approve or disapprove such design or location, within thirty (30) days after building plans, building specifications and plot plan have been submitted to them, such approval will not be required. Said committee, their authorized representative or successors, shall act and serve until January 1, 1997, at which time, the record owners of the majority of the Lots in Brookhaven North, an Addition to Edmond, Oklahoma County, Oklahoma, may designate in writing, duly recorded among the land records, their authorized representatives who thereafter shall have all of the powers, subject to the same limitations, as were previously delegated herein to the above named committee.

- Matthew L. Winton 3/24/11 2:54 PM
Comment: Suggest appointment by the Association Board.
- Matthew L. Winton 3/24/11 2:53 PM
Deleted: Robert J. Geis
- Matthew L. Winton 3/24/11 2:53 PM
Deleted: Clifford A. Shanahan
- Matthew L. Winton 3/24/11 2:53 PM
Deleted: Joseph R. Geis

- Matthew L. Winton 3/24/11 3:42 PM
Comment: Should be deleted.
- Matthew L. Winton 3/24/11 3:42 PM
Deleted: or if no suit to enjoin the erection of such building, or the making of such alteration has been commenced prior to the completion thereof

Janet Miller 3/10/11 10:01 AM
Comment: This section is only present in the first two, blocks 1-4, and 5-8

2. 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, an Addition to Edmond, Oklahoma County, State of 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.

3. 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.

4. No single family structure shall be permitted on any residential building lot or site in Brookhaven North, 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 1, Lots 1 through 7	1800 square feet
Block 3, Lots 1 through 17	1800 square feet
Block 2, Lots 18 through 27	1800 square feet
Block 1, Lots 8 through 15	2000 square feet
Block 2, Lots 1 through 10	2200 square feet
Block 1, Lots 16 through 22	2200 square feet
Block 1, Lots 23 through 35	2400 square feet
Block 2, Lots 11 through 17	2400 square feet
Block 4, Lot 1	2000 square feet

Block 6, Lots 1 through 9, inclusive	2400 square feet
Block 6, Lots 10, 11, 12 and 16	2200 square feet
Block 6, Lots 13, 14 and 15	2400 square feet
Block 5, Lots 1 through 21 inclusive	2000 square feet
Block 7, Lots 1 through 5, inclusive	2400 square feet
Block 7, Lot 8	2200 square feet
Block 7, Lots 9 through 12 inclusive	2400 square feet
Block 7, Lots 6, 7 and 13	2000 square feet
Block 8, Lot 1	2000 square feet
Block 8, Lots 2 through 8 inclusive	2400 square feet
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 one and one-half story or a two story structure, the ground floor shall in no event be less than 1200 square feet.

5. 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 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 line due to the construction of such gable type roof, then that portion of such wall extending 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.

6. 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 covering, 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.

7. 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 to 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 in Brookhaven North Blocks 1 through 4 shall be less than 60 feet in width, including attached garage. No residential structure in Brookhaven North Blocks 5 through 8 shall be less than 60 feet in width, including attached garage, except no residential structure shall be built on Lot 11, Block 6, Lot 1, Block 6, Lot 16, Block 6, less than 50 feet in width, including attached garage. No residential structure in Brookhaven North Blocks 9 through 15 shall be less than 55 feet in width, including attached garage.

Janet Miller 3/24/11 3:46 PM

Comment: Combined and blended language from three CCR sets.

8. 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 setback 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 plats referred to above. The restriction referred to in the previous sentence will cover and affect only Lots 8 and 23 through 35, both inclusive, Block 1, Lots 1 through 8, Block 8, Lots 1 through 16, Block 6, Lots 9 and 10, Block 5, Lot 1, Block 5, Lots 12 through 17, both inclusive, Block 15, and also Lot 28, Block 15 Brookhaven North, an Addition aforesaid.

Moreover, no motorhome, recreational vehicle, boat, boat trailer, automobile, truck, 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, an Addition to Edmond, Oklahoma County, State of Oklahoma; provided, however, that it 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 lot. Further, no truck, trailer, motorhome, 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 aforementioned Addition.

Janet Miller 3/24/11 3:47 PM

Comment: This was in the CCRs for 9-15 only. Also, they didn't say "automobile" or "truck". Updated draft should synthesize these provisions.

Janet Miller 3/11/11 12:58 PM

Comment: 9-15 said "automobiles and trucks"

9. It is understood that Lots 8 and 23 to 35, both inclusive, Block One (1), Lots 1 through 8, Block 8, Lots 1 through 16, Block 6, Lots 9 and 10, Block 5, Lot 1, Block 5, Lots 12 to 17, both inclusive, Block 15, and also Lot 28, Block 15, Brookhaven North, 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 through the drainage areas above referred to, as same covers and affects the lots last above set

Janet Miller 3/11/11 12:59 PM

Comment: This was only in the CCRs of blocks 9-15

Janet Miller 3/24/11 3:48 PM

Comment: Conform number usage: the use of "inclusive" should be added to the range of lots where it isn't used; add number words for uniformity.

out. Further, the respective owners of Lots 8 and 23 through 35, both inclusive, Block One(1), Lots 1 through 8, Block 8, Lots 1 through 16, Block 6, Lots 9 and 10, Block 5, Lot 1, Block 5, Lots 12 to 17, both inclusive, Block 15, and also Lot 28, Block 15, shall at all times keep the drainage areas covering said lots, free of any structure or debris that would impede or affect the free flow of water in the drainage areas aforesaid. Further, any owner of the lot or lots last above referred to, including the City of Edmond, may enforce this restrictive covenant and requirement, by injunctive relief.

10. 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 residence, either temporarily or permanently.

11. No basketball backboard shall be erected in the front yard or attached to the front of any residence in the Addition, all other basketball backboard locations must be approved in writing by the Building Committee.

12. 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.

13. 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.

14. No noxious or offensive trade or activity shall be carried on upon any lot in Brookhaven North, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

15. 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.

16. 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, sewer, 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, conduits, 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.

Janet Miller 3/24/11 3:49 PM
Comment: This paragraph is missing from the Blocks 9 through 15 CCRs.

Janet Miller 3/24/11 3:49 PM
Comment: No longer an entity.

17. The foregoing covenants and restrictions are to run with the land and shall be binding on all persons and parties claiming under them until December 31, 1996/July 5, 1998/June 5, 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.

Matthew L. Winton 3/24/11 3:49 PM

Comment: Modify amendment clause to do away with restrictive periods.

18. Should the owner and/or tenants of any lot or lots in Brookhaven North 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.

Matthew L. Winton 3/24/11 3:50 PM

Comment: Allow HOA ability to enforce CCR.

19. 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, BROOKHAVEN NORTH, INC., a corporation, has caused this instrument to be executed by its President and Attested by its Secretary, at Edmond, Oklahoma, and its Corporate Seal affixed on this _____ day of _____, _____.

BROOKHAVEN NORTH, INC. a corporation