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Canadian County, OK

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**RESTRICTIVE COVENANTS FOR THE
LAND OF WIRE REAL ESTATE LLC**

For the purpose of providing adequate restrictive covenants for the benefit of the current owner and subsequent owners of certain tracts or parcels of land, the following restrictive covenants are hereby imposed upon the following described real property.

Southeast Quarter (SE/4) of Section Two (2), Township Ten (10), North Range Six (6) West of Indian Meridian, Canadian County, Oklahoma.

To which it shall be incumbent upon the owner of the said property and his successor in title to adhere, whether acquired directly or through subsequent transfers, or in any manner whatsoever, and for the purpose of protecting the value and desirability of the property, and the tracts located therein, said land described above shall be taken, held and conveyed subject to the following covenants, conditions and restrictions, to wit:

- 1. Residential Use Only.** It is intended the property will be divided into smaller tracts or lots. There shall be 12 lots. All tracts within the property shall be used exclusively for single dwelling residential purposes only. No commercial, professional, of any kind or nature or any appurtenances thereto, shall be erected in or on any tract or any part of the property or conducted in the dwelling or any permitted structure on any tract. Home offices are allowed that are conducted exclusively within the dwelling and do not involve meeting customers or clients and do not increase traffic flow to the tract. No tract shall contain more than one private dwelling plus necessary garage and outbuildings to be used in connection with the dwelling and the residential use thereof. No flat, duplex or apartment house, though intended for residential purposes, shall be erected or maintained on a tract.
- 2. Types of construction.** All dwellings shall be constructed of new materials. Move in houses, which includes factory built homes, mobile homes, trailer houses, or prefabricated houses shall not be permitted. The intent of this covenant is to restrict the use of the property to private dwelling site built dwellings of a conventional nature and to exclude all other structures except necessary outbuildings. Any dwelling or other permitted structure must be completely finished within twelve months after construction commences. All construction sites shall be maintained in a neat and orderly fashion. No previously existing erected building or structure of any kind or nature may be moved onto or placed on any tract.
- 3. No temporary residences.** No move in house, mobile home, (whether or not affixed), tent, shack, stable, garage, barn, or other outbuilding shall be used as a temporary or permanent residence.

4. Primary Dwelling Structure

4.1. Each lot shall have one, and only one, single family residential dwelling erected thereon.

4.2. Square Footage Minimums. Any residential dwelling constructed on a tract shall contain at least 1800 square feet of conditioned living space, exclusive of open porches, breezeways, and garages. Garage square footage must not exceed the square footage of the conditioned living space.

4.3. Roofing and roof construction. All shingles of residential dwellings are restricted to laminated shingles composed of asphalt or fiberglass, tile, or standing seam prefinished colored metal. The residence must have conventional overhangs with fascia and soffit. Dwellings must have a minimum of a 6/12 pitch roof on at least 60% of the total roof and at least three different elevations or ridge lines.

4.4. Exterior wall covering- The exterior of all residential dwellings shall be constructed of with a minimum of 30% masonry. Masonry shall be defined as brick, natural and cultured stone. Stucco is allowed as long as it combined with brick or stone. **Concrete block are expressly prohibited.** Prefinished colored metal siding, (Vertically installed only) Wood siding or Smart Board- OSB (Board and Batten) of a durable variety may be used on the residential dwelling. Victorian and Log exteriors may be used with written approval of at least 70% of the tract owners, excluding the tract owner requesting approval.

4.5. Attached Garages. Each residential dwelling shall have an enclosed garage with a minimum width of twenty-two (22) feet and a minimum length of twenty-two (22) feet, thus providing parking space for a minimum of two automobiles. For purposes of the foregoing, a detached garage of similar architectural design, materials and construction to the primary residence shall be considered to be "attached" if connected to the residence structure by a breezeway of similar architectural design, material and construction to the residential dwelling. Carports are not permitted.

5. Outbuildings

5.1. Ancillary Structures and buildings.

In addition to the residential dwelling, each lot may contain a maximum of two additional building structures as expressly contemplated and permitted in this Section 5. Any such outbuildings shall be built in place, of new materials. **Any outbuildings such as carport, storage hut is expressly prohibited.**

5.2. Ancillary Dwelling or living structure. A maximum of one additional dwelling structure will be permitted on each lot to be used as servant quarters, guest house or pool house. Such structure shall not exceed 1000 square feet of conditioned living space. Any such structure shall be similar to the primary dwelling in design, construction and color, finished with not less than 30% masonry identical to, or complimentary with,

the masonry of the primary dwelling. Roofs must have a minimum of 6/12 pitch. This structure may not be rented out for any length of time. These Ancillary building are only permitted to be built after the Primary dwelling structure has been completed.

5.3. Utility buildings. A Maximum of one barn, stable, workshop or other utility multipurpose building will be permitted on each lot. The exterior of the building shall be finished with masonry or with painted metal that matches the exterior trim paint of the primary dwelling. **Quonset hut buildings are prohibited.** No utility building, or portion thereof may be used as living space. All utility buildings shall be: (a) no larger than 5000 square feet, computed by foundation measurements; and (b) not more than one story in height with maximum sidewall height of 16' and have a minimum of 3/12 pitch. All Sheet metal must run in vertical direction. Utility buildings are only permitted to being built after a Primary dwelling has been constructed.

- 6. Accumulation of junk or debris prohibited.** No tract owner shall allow the accumulation of junk, debris, building materials, inoperable vehicles or other material not normally maintained on residential tracts unless the same are stores inside the dwelling or outbuildings so as to be out of view of the public and other tract owners.
- 7. Noxious trades prohibited.** No noxious or offensive trade or activity shall ever be conducted on any tract nor shall anything ever be done therein which may be or become an annoyance or nuisance to the other tracts, including the use of motorcycles, four wheelers, or atv's that are excessively loud and disturb the other land owners.
- 8. Animals.** The keeping, maintaining or breeding of animals or fowls for commercial purposes shall not be permitted. All animals or domestic pets shall be limited in number, kept and maintained in accordance with the ordinances of the City of Oklahoma City, Oklahoma. One large animal per acre will be allowed.
- 9. Garbage, trash containers and collections.** All trash or refuse shall be kept in containers. Trash service is available from the City of Oklahoma City, Oklahoma.
- 10. Signs.** No sign of any kind shall be displayed to the public view on any tract except one sign of not more than six square feet advertising the property for sale, or rent, or to advertise the property during construction and sales period. Garage sale signs can be displayed during the sale. A sign, for the purposes hereof, includes any billboard, advertising board or advertising structure.
- 11. Fences.** Fences shall have a pleasant appearance, be well maintained and be in good working condition.

- 12. Electrical Interference.** No CB, ham radio, two way radio or other electrical device shall be operated from any tract which interferes with the normal reception of broadcast radio or television stations any other tract owners.
- 13. Re-subdivision.** No tract shall be sold in less than approximately 5 acres to comply with agricultural zoning.
- 14. Enforcement of restrictive covenants.** Should the owner, tenant or occupant of any of the tracts above described violate any of the restrictive covenants or conditions herein, and thereafter refuse to correct the same and to abide by said restrictions and covenants after ten days' notice in writing, then the undersigned owners or their successors in interest to ownership of any tract within the above subdivision may institute legal proceedings in the District Court of Canadian County, Oklahoma, to enjoin, abate, or correct such violation against the owner or owners of any tract causing or permitting the violation. Any owner found by said court to be in violation of the restrictive covenants shall pay all damages, attorney fees, court costs, and other necessary expenses occurred by the person instituting the legal proceedings to maintain and enforce these restrictions. Any court costs and attorney fees assessed by the court against any owner violating the terms and conditions of these restrictive covenants shall thereafter become a lien upon the tract of said owner as of the date of judgement. Said lien shall be enforced in such action in the same manner as liens upon real property, the procedure as to which is fixed by the laws of the State of Oklahoma. Any such lien for attorney's fees of record prior to the filing of a lis pendens filed in conjunction with the commencement of such action.
- 15. Covenants shall run with the land.** These covenants are to run with the land, and shall be binding upon the owner of the above tracts, and any person or entity claiming an interest in the above tracts by, through or under said owner. These restrictions may be altered, modified, or deleted by an instrument filed of record that is approved by at least 70% of the tract owners said property.
- 16. Partial Invalidity.** The invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any of the other provisions and all provisions shall remain in full force and effect.

In witness whereof, the undersigned owner has caused the instrument to be executed on this 19th day of October 2020.



Owner Signature

10/19/2020

Date

Colby Reuter
Owners Name
~~Owner Signature~~

D. M. Warren
Notary
~~Witness Signature~~



~~_____~~
10/19/2020
Date

Ret.
Colby Reuter
9775 Reno Road West
El Reno, OK 73036