



## **Agenda Commentary**

**Item Title/ Subject:** Robinson Addition Covenant Approval

**Staff Source:** City Manager, Steve Hewitt

**Date:** Sept 14, 2012

**History/Background Information:**

Draft was provided last meeting. Very similar to the Riverside Addition.

**Item/Subject Summary:**

See attachment.

**Price/Cost:**

**Recommendation:**

Staff recommends Approval.

## PROTECTIVE COVENANT

### **KNOW ALL MEN BY THESE PRESENTS:**

We, the undersigned, hereby certify that we are the owners in fee simple of all of The surface and surface rights only and in to the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (NW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>) of Section 34, Township 12 North, Range 17 W.I.M., Custer County, Oklahoma, containing 10 acres, more or less, ("the Property")

### **PROTECTIVE COVENANTS FOR ROBINSON ADDITION**

We, the undersigned, hereby certify that we are the owners in fee simple of all of Robinson Addition, and for the purpose of providing an orderly development of said Addition, to prevent the impairment of the attractiveness, character and value of the property in said Addition, and to provide adequate protective covenants for the mutual benefit of ourselves and our successors in title, we do hereby impose the following protective covenants on said Addition:

1. All property within said Addition shall be used exclusively for residential purposed and all of said Addition is hereby designated as single-family residential plots, except as hereinafter provided. No filling stations, garages, restaurants, beauty parlors, grocery stores, professional offices, churches, nursing homes, or other business or professional or medical or church establishments, or any kind or nature or any appurtenances thereto, shall be erected in or on any of said lots or any part thereof and no property in said Addition shall be used for any of said purposes. Except as hereinafter provided, no structures shall be erected, altered, placed or permitted on any residential plot other than one detached single-family dwelling, not to exceed two stories in height, with outbuildings necessary or desirable in connection with said dwelling and the residential use thereof, including an attached garage or carport for not less than two nor more than five automobiles provided that any such carports shall be an integral part of the dwelling and any such carports or outbuildings as heretofore mentioned shall be of a like or compatible design with the primary dwelling and shall be approved by the architectural committee mentioned in Paragraph 2 hereof.

2. No building shall be erected, placed or altered on said Addition until after the building plans, specification, and plot plan showing the locations of such building and the type of materials to be used in such building have been approved in writing as to conformity and harmony of exterior design with the existing structures in the Addition and as to the location of the building with respect to topography and finish grade elevation, by a committee, to be known as the architectural committee, composed of City Manager, City Inspector and City Clerk, provided that, after the initial members cease to serve on the committee, in order to serve as a member of the committee, one must own property in Robinson Addition. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to designate a successor for said deceased/resigned member. The members of said committee shall not be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots in said Addition shall

have the power, through a duly recorded written instrument, to change the membership of said committee.

3. No fence, enclosure, carport, or other structure, shall be constructed, erected, placed or maintained between the front lot line and the building set-back line as required by zoning ordinances and no structure shall be permitted in the utility easements set forth in said recorded plat of said Addition.

4. Except for the front lot line and except as further hereinafter provided in this covenant, no building shall be erected on any lot nearer than 25 feet to any lot line. A detached outbuilding may be located within 10 feet of that portion of any lot line which is more than 75% of its length away from any front lot line. Eaves and steps shall not be considered as part of the building. The front lot line shall be the lot line or lines adjacent to the street or streets. A lot line as used herein shall be defined as the boundary line of the tract sold.

5. No dwelling shall be erected or placed on any building plot which plot has an area of less than 6,000 square feet and no such dwelling shall be erected and placed on any lot having a width of less than 50 feet at one of the front building set-back lines.

6. No dwelling shall be erected, placed or constructed in said Addition unless at least 50 percent of the exterior walls thereof are constructed of masonry or masonry veneer or other materials approved by the architectural committee mentioned in Paragraph 2 hereof. However, in connection with determination of such 50 percent, the area of the exterior walls shall be determined excluding windows and doors. In determining this limitation in instances where a dwelling has a gable-type or mansard roof and a part of the exterior walls extend above the level of the interior room ceiling because of such gable-type or mansard roof, then that portion of said wall so extending above interior room ceiling heights may be constructed of wood or other approved material and such area shall be included in the area of the exterior walls for the purposes of this provision. All roofing materials used in said Addition shall be wood or composition roofing. Composition roofing material must be at least a forty (40) year roof and at least 340 pound composition shingle. The composition roofing must be approved by the aforesaid architectural committee and must have a high definition ridge row place on it. All driveways in said Addition shall be concrete. All fencing and fencing materials used in said Subdivision must be approved by the aforesaid architectural committee.

7. No dwelling shall be constructed in said Addition unless the floor area thereof is at least 1,400 square feet, excluding one-story open porches, breezeways and garages, except that a dwelling of more than one story shall have a first or ground floor area of not less than 1,000 square feet.

8. Any residence or other structure erected or constructed in said Addition must be completely finished within not more than nine months after construction commences.

9. Within the easements no structures, temporary or permanent, shall be placed or permitted to remain which shall damage or interfere with the maintenance of utilities or which

may obstruct or retard flowing of water through such drainage facilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which public utility or municipal corporation is responsible.

10. No noxious or offensive trade or activity shall be conducted in said Addition, nor shall anything be done in said Addition which may or may become an annoyance or nuisance to the neighborhood. No trash, ashes or other refuse of any kind may be thrown, placed or dumped in said Addition. All trash and refuse containers in said Addition will be enclosed and maintained out of sight of the general public. The architectural committee referred to in Paragraph 2 hereof shall have the right to enter upon any property on which such trash, ashes and other refuse have been thrown, placed or dumped and remove the same and charge the costs thereof to the owner of the property on which the same has been thrown, placed or dumped. Each owner of property in said Addition shall be responsible for maintaining the improvements on his or her property in good repair and will keep said premises in a neat, clean and orderly condition at all times. No structure of a temporary character, previously erected building or structure, trailer, mobile home, basement, tent, shack, garage, barn or outbuilding shall be used in said Addition as a residence, either temporarily or permanently, and no servants' quarters or garage apartments shall be used as a main residence, either temporarily or permanently. No structure of a temporary character, previously erected building or structure, trailer, tent or shack shall be constructed or placed on said Addition except for a tool or equipment shed need by a building contractor during the construction of a dwelling and any such sheds shall be razed or removed after the dwelling has been completed, provided, however, that travel trailers, recreational vehicles, and boats may be stored at the rear of any owner's property out of sight of the general public.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept in said Addition, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

12. The only entrances and means of access to the property located in said Addition shall be the dedicated streets shown on the recorded plat of said Addition.

13. No billboards, advertising boards, advertising structures or signs may be erected or maintained in said Addition except that signs or billboards advertising the rental or sale of property in said Addition can be erected and maintained at the entrances to said Addition provided that said signs or billboards do not exceed six square feet in size, unless special consent for larger signs for such purposes is obtained in writing from the architectural committee hereinabove mentioned. Signs identifying the Addition may be located at the entrance to the said Addition.

14. The supply of electricity through said Addition will be provided by facilities located underground rather than overhead. For the purpose of facilitating such installation, we hereby provide as follows:

(A) Overhead pole lines for the supply of electric service may be located along any quarter section, half section or section line adjoining said Addition. Street light poles or standards shall be served by underground cable and elsewhere through out said Addition and all supply lines shall be located underground, in the easements reserved for general utility services and streets, shown in the plat of said Addition. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

(B) Underground service cables to all of the houses which may be located on all 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 such house as may be located upon each of said lots, provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have as definitive, permanent, effective and exclusive right-of-way easement on each lot, covering a five feet strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.

(C) The supplier of electric service, through its proper agents and employees, shall at all times have right of access to all utility easements shown in the plat of said Addition or provided in these covenants for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.

(D) 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. The supplier of electric service will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for the damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

(E) The forgoing covenants concerning the underground electric facilities shall be enforceable by the supplier of the electric service, and the owner of each lot will be bound hereby.

15. If any person, firm or corporation owning or occupying all or any part of said Addition violates any of these covenants and thereafter refuses to correct the same or refuses to abide by said covenants, then any owner of any property in said Subdivision may institute legal proceedings to enjoin, abate or correct such violation or violations and the person, firm or corporation found to have committed such violation shall pay all attorney fees, court costs and other necessary expenses of such litigation. The amount of said attorney fees, court costs and other expenses so assessed by the court shall become a lien upon the real estate owned by the violator, which lien shall attach as of the date said proceedings are instituted and shall be subject to foreclosure in such action in the same manner as foreclosure of mechanic's and materialman's

liens as provided by the statutes of the State of Oklahoma. In no event shall any of the property herein described revert to the grantors or their heirs or successors for violation of these covenants.

16. These covenants shall extend until February 1, 2032, and thereafter shall be automatically extended for successive periods of twenty (20) years each until and unless ninety percent (90%) of the property owners in said Addition modify, delete, or change them in writing. Provided that, after twenty (20) years, the covenants may be modified, deleted, or changed in writing by seventy-five percent (75%) of the property owners.

17. Invalidation of any one of these covenants by the judgment or court order shall in no way effect any of the other provisions, which other provisions shall remain in full force and effect.

All of said Protective Covenants are hereby approved and affirmed.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

CLINTON INDUSTRIAL AUTHORITY

By: \_\_\_\_\_  
Chairman, Allen Bryson