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OWNERS CERTIFICATE AND RESTRICTIONS  
TO  
SURREY HILLS ADDITION NO. 5

A Subdivision of a part of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-one (21), Township Thirteen (13) North, Range Five (5) West, and the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-two (22), Township Thirteen (13) North, Range Five (5) West, of the I.M., Canadian County, Oklahoma

Num. Mex. \_\_\_\_\_  
Locality \_\_\_\_\_  
B. & N. E. \_\_\_\_\_  
T. & R. \_\_\_\_\_  
M. & S. \_\_\_\_\_  
C. & P. \_\_\_\_\_  
C. & A. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, SURREY HILLS DEVELOPMENT CO., INC., a corporation, being the owner of the land shown on the following described plat, has caused said properties to be surveyed and platted under the name of SURREY HILLS ADDITION NO. 5, a subdivision of a part of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-one (21) and the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-two (22), all in Township Thirteen (13) North, Range Five (5) West of the I.M., in Canadian County, Oklahoma, and to be subdivided into Blocks, lots, streets, avenues, roads, drives, lanes and places as shown on the accompanying plat, and do hereby dedicate to public use a91 the streets and avenues within the subdivision and reserve for installation and maintenance of utilities a strip of land off the rear of each lot and where else shown on the recorded plat. All lands so dedicated to the public use are free and clear of all encumbrances so that the title is clear except as shown in the Bonded Abstracter's Certificate on said plat.

RESTRICTIONS AND PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the entire tract and for the further purpose of providing adequate restrictive covenants for the mutual benefit of ourselves or our successors in title to the subdivision of said tract, we hereby impose the following restrictions and reservations to which it shall be incumbent upon our successors to adhere, such restrictions to cover Blocks 22, 24, 25, and 27 through 34, both inclusive, and Areas A, B, C, D, E, and F.

DEFINITIONS

A split-level residence may be split from side-to-side, or front-to-rear, depending upon the direction of fall or slope for a particular Lot. A front-to-rear split would normally appear to be a one-story home from the street or front view and would appear to be a two-story home from the rear view and would have a two-level yard, the rear yard being lower than the front yard. A side-to-side split would normally be a mul i-level structure on the left or right and a one-level or one-story on the opposite side.

A one and one-half story home is distinguished by the fact that the second story portion does not cover fully the first story in area and my have separate roofs. Another typical distinguishing feature is a high-pitched roof typical of a period type home with projecting dormer windows for the upstairs rooms, normally bedrooms. Sometimes, there are one or more one story wings projecting outward from the center or two-story section.

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THE SURREY HILLS DEVELOPMENT CO., INC., herein referred to as "Company", shall have the **final** discretion and authority to grant **waivers**, determine frontages, set-backs, and exercise all other **rights** and authority herein granted, for the property and its judgment and **determination** therein shall be final and binding on **all** parties.

A "Corner Lot" is one that abuts on more than one street and any lot except a **corner** lot shall be deemed to front on the street which it **abuts**. A corner lot shall be deemed to **front** on the street on which it has the **smaller** dimensions, **except** where the Company shall **designate** in any deed conveying any corner lot thereafter made by it, the street on which said corner lot shall hereafter be considered as fronting. The street upon which a lot **fronts** as above provided shall be deemed to be the front street.

The word "Street" as used in these restrictions shall include any street, avenue, place, **drive**, boulevard, road, **lane**, **way**, terrace, or court, as shown on the **plat**.

By "Front Building Limit Line" is meant the Building Limit Line as shown on the **plat** which fronts on the street. Due to the existing trees and **topography**, the residences are **not** required to parallel the front **building limit lines**.

The word "Plot" shall mean a parcel of **land** consisting of not less than one lot, but may consist of more than one lot.

The word "Outbuilding" shall mean any enclosed covered structure not attached to the main residence which it **serves**.

USE OF LAND

All Lots in Blocks 27 through 34, both inclusive, shall be used for **single-family residential** purposes **only**.

All lots in Block 24 shall be used for two-family residential purposes **only**.

Block 25 shall be used for multifamily residential purposes **only**.

Block 23 may be used for commercial purposes **only**.

The Areas designated A, B, C, D, E and F SHALL BE USED as common areas **only**.

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ARCHITECTURAL COMMITTEE

No building shall be erected on any lot or block until the building plans, specifications and plot plan showing the location thereof have been approved in writing as to the harmony and conformity of the exterior design and as to the location with respect to the topography and as to the size and architecture by an Architectural Committee composed of three members selected by the Company. The original Committee shall be composed of Leo E. Ford, David B. Benham and Kenneth J. Wilson. If no answer is received within thirty (30) days, then the owner may commence construction as planned.

In the event of the death or refusal to act of any member, a successor shall be selected in the same manner as provided for in the selection of the original member.

On any single-family or two-family residential lot, the principal first floor material of the exterior of each wall of the buildings in said section shall be seventy per cent (70%) brick, stone or stucco, and all outbuildings, except greenhouses, shall be constructed of the same material as the residence to which it is appurtenant and the determination of the Architectural Committee as the permissible amount of other materials on the exterior of the first floor shall be final and binding on all persons. Wood of a durable variety may be used on all the second story exterior of any residence.

SINGLE-FAMILY AND TWO-FAMILY RESIDENCES

(a) USE: All single-family residences shall have a minimum square footage of floor of 2,000 square feet, with split level, one and one-half story and two-story residences having a minimum of seventy-five per cent (75%) or three-fourths (3/4ths) of the designated square footage in the ground floor area. The square footage shall be figured exclusive of basements, open porches, carports and garages.

All Lots in Blocks 27 through 34, both inclusive, are designated as single-family residential lots and shall be used for private single family residence purposes only and such outbuildings as are customarily appurtenant to single family residences. Each single family residence shall be detached and be designated in its entirety for occupancy by a single family.

All lots in Block 24, are designated as two family residential lots and shall be used for two family residence purposes only and such outbuildings as are customarily appurtenant to two family residences. Each two family residential structure shall be designed to comprise two separate and complete living units.

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(b) GARAGES: Garages and carports may be attached, built-in or detached from dwelling and must be wide enough for the storage of at least two standard size automobiles.

Boats and smaller type trailers may be kept on the premises, provided they are parked in such locations as to be totally concealed from the street. Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence except during construction when a worker or night watchman may live in a trailer on the premises during the construction period only and then only with the permission of the Architectural Committee, in writing.

(c) OUTBUILDINGS: Every outbuilding, except a greenhouse, erected on any of said lots, shall, unless the Company otherwise consents in writing, correspond in style and architecture to the residence to which it is appurtenant.

Plans and specifications for outbuildings such as cabanas, greenhouses, playhouses, servants quarters and similar buildings to be erected on any of the said lots shall be submitted, in advance of construction, to the Architectural Committee.

No house or outbuilding shall be moved on to any lot from another locality.

Upon the commencement of excavation for the construction of a house on any lot or lots in this plat, the work must be continuous, weather permitting, until the house is completed. No delay in the course of construction within the period of twelve (12) months from the date the house is started shall be permitted, unless further extension of time for the completion of said house is given by the Company in writing. No work shall be permitted on Sunday or the legal holidays of New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas Day, without the written approval of Company being first obtained.

(d) ELEVATION: Every residence erected on any lot shall present a pleasant and compatible elevation on the street or streets on which said plot fronts. Houses on corner lots shall have a presentable elevation on both streets.

(e) REARRANGING, SUBDIVIDING OR REPLATTINGS: None of the lots shall be resubdivided, replatted or rearranged in any manner that would allow a greater number of single family or two family structures to be constructed than are permitted on building sites now platted for said single family structures or two family structures, it being the contention of the Company to restrict this property so that a greater number of buildings can not be built than there are building sites originally platted for this purpose.

(f) SETBACK OF RESIDENCE FROM STREET LINE AND SIDE PROPERTY LINE: No residence or part thereof, except as hereinafter provided, shall be erected or maintained on any of said lots nearer to the front street than the Front Building Limit Line of the lot or lots on which building may be erected, as shown on said plat. The side property limit line for each side of the main structure shall be

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at least five (5) feet at the front building line, unless consent for a lesser setback be given in writing by Company.

Covered or uncovered, but not enclosed porches, porte cocheres and terraces may be extended beyond the Front Building Limit Line not more than five (5) feet and beyond the side building limit line not more than four (4) feet. Bay and other windows, landings, spoutings, chimneys, steps and other similar projections may extend not more than four (4) feet beyond the Front Building Limit Line.

Cornices, spoutings, chimneys and primarily ornamental projections may extend two (2) feet beyond the side building limit line.

No fences or walls around any of the property herein described shall be commenced, erected, or maintained, nor shall any extension or alteration of any fence or wall be constructed until the erection, construction or extension of such fence or wall shall have the approval in writing of the Architectural Committee, as herein constituted, and that in approving the building of any fence or all, or extension or alteration of any fence or wall, the Architectural Committee shall take into consideration the suitability of such fence or wall, the materials of which it is to be built, the side of the building, the harmony thereof with the surroundings and the effect of the construction of said fence or wall or the extension thereof shall have upon the adjacent or neighboring property. All fences, walls, terraces, etcetera, which are erected on lots abutting the Golf Course must present a finished and attractive appearance on the Golf Course side.

In the event of the failure of the Architectural Committee to approve or disapprove the design and location of a proposed fence or wall within fifteen (15) days after plans and specifications have been submitted to it, such approval shall not be required and this covenant shall be deemed to have been fully complied, with.

(g) OPTION TO PURCHASE OR RENT: In the event an owner desires to sell, lease or rent any residential lot, he shall, prior to accepting any bona fide offer to purchase, lease or rent, give to the Company written notice of the terms and amount of such offer, including the name, address and current financial statement of the offeror. If, within fifteen (15) days after service of such notice, the Company submits to said owner an identical firm and binding offer in writing to purchase, lease or rent, said owner shall accept the latter offer in preference to the original offer described in said notice. If no identical offer is submitted to the owner within said fifteen (15) day period, the owner shall accept the original offer.

The provisions of this covenant shall be continuing in nature and shall apply from time to time and to each and every offer received by any owner.

The provisions of this covenant shall not apply:

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- (1) With respect to the original sale of any lot by the undersigned owner; nor
- (2) With respect to the transfer of title by reason of a gift of same or otherwise to a member of the family of the owner;

but shall be **binding and enforceable** upon the successors in title by the occurrence of any **said** events.

(h) EXCLUSION OF BUSINESS USE: No store, business or commercial building, apartment or Church shall be **erected** on any lot, nor **shall** any commercial activity be conducted thereon.

MULTIFAMILY RESIDENCES

Block 25 is designated for multifamily use and no store, business or commercial building, or Church shall be erected on said block, nor shall any commercial activity be conducted thereon, except as may be necessary to the rental operations thereon. No building to be used for multifamily purposes shall be erected or maintained nearer to the front street of said block than the front building limit line of said block on which said buildings may be erected, as shown on said plat.

COMMERCIAL FACILITIES

Block 22 is designated for commercial use. No commercial building shall be erected or maintained on said block nearer to the front street than the front building limit line of said block on which said buildings may be erected, as shown on said plat.

SIGNS, BILLBOARDS AND OTHER STRUCTURES

The construction and maintenance of billboards, or advertising boards or structures on any lot or block in said plat is prohibited except the signs or billboards advertising the rental or sale of such property are permitted, provided they do not exceed five (5) square feet in area, unless with the written consent of the Company.

No tank for the storage of oil or other fluids may be maintained above the ground on any of the lots or blocks, without the consent in writing of the Company.

No noxious or offensive activity shall be carried on upon any lot or block, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

No cows, horses or other livestock, or poultry of any kind shall be raised, bred or kept on any lot or block, except that dogs, cats or other household pets may be kept provided that they are/kept, bred, or maintained for any commercial purpose.

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No trash, **ashes** or other refuse my be **thrown or dumped** on any vacant lot or block in this Addition. Each owner of a **vacant;** lot is required to **keep** said lot in presentable condition or the Company may, at its discretion, mow said lot, **trim** trees, remove trash or refuse and said lot **shall** be subject to a lien for the cost involved.

No **garage** or **outbuildings** on any **residential** lot shall be used as a residence or **living quarters** **except** by servants engaged on the premises.

No building material of any kind or character **shall** be placed or stored upon the **property** line of the lot or parcel of **land** upon which **improvements** are to be erected and shall **not** be placed in the streets or **between** the curb and property line.

**DEDICATION OF UTILITY EASEMENTS**

The areas shown on the plat as **easements** are hereby dedicated to use for the construction and maintenance of utility facilities **above** and beneath the **surface** of the **ground** for the **supplying** of electric power and energy, telephone service, **gas**, water and other utility services by **any** person, firm or **corporation** engaged in **supplying such services** to the **public** in said section **who** shall have access to such easements at **any time** for such purposes.

No owner of any lot or block **shall demand** or require the **furnishing** of electric service through or from overhead **electric distribution** facilities so long as electric **service** is **available** from underground electric distribution facilities.

**DURATION**

**All** of the **restrictions** herein set forth shall continue and be **binding** upon the Company and upon **its successors and assigns**, for a period of **forty (40)** years from the **date** of this instrument\*; and provided further, that they shall automatically be extended thereafter for successive **periods** of **ten (10)** years, **unless** **otherwise** amended by written agreement of the owners of at least seventy-five per cent (75%) of said **lots**, and **filed** of record at **least** one (1) year prior to the expiration of the original **forty (40)** year period or any **said ten (10)** year period.

**RIGHT TO ENFORCE**

The restrictions herein set forth shall run with the land and bind the present owners, **their** successors and assigns, and all **parties claiming** by, through, or under them shall be taken to hold, agree and covenant with the **owners** of said lots or **blocks**, **their** successors and **assigns**, and with **each** of them, to conform to and observe said **restrictions** as to the use of said **lots** and blocks and the construction of improvements thereon but no restriction herein **set** forth shall be personally binding on **any corporation**, person, or persons, except in respect to breaches **committed** during **its**, his or their seizure of or title to said land.

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The Company or owner or owners of any of the lots or blocks shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent; the breach of, or to enforce the observance of the restrictions above set forth, and may recover reasonable attorney fees and other expenses incident to said injunction proceedings in addition to all legal action for damages for failure of any owner of any lot or block shown on this plat to comply with any of the restrictions herein set forth. An invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

OWNER'S RIGHT TO ASSIGN

The undersigned Owner, by appropriate instrument, may assign or convey to any person, firm, organization, or corporation, any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assigns or grantees may at their option, exercise, transfer or assign such rights, reservations, easements, and privileges or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them or it in this instrument.

SURREY HILLS DEVELOPMENT CO., INC.,  
a corporation,

By Leo E. Ford  
Leo E. Ford, President

ATTEST:

Kenneth J. Wilson  
Kenneth J. Wilson, Secretary

STATE OF OKLAHOMA }  
COUNTY OF OKLAHOMA } SS.

On this 21st day of December, 1971, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared LEO E. FORD, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Vera Mae Carl  
Notary Public

My Commission Expires:

Oct. 27, 1975

State of Oklahoma }  
Canadian County } SS  
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A. M and reco d in  
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FRANCES C. BREMSETH  
COUNTY CLERK  
By Betty Waller Deputy