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FRANCES C. BREMSETH
COUNTY CLERK
By Mary Peterson Deputy

OWNERS CERTIFICATE AND RESTRICTIONS
TO
SURREY HILLS ADDITION NO. EIGHT

A Subdivision of a Part of the E $\frac{1}{2}$, Sec. 21, T13N, R5W, Indian Meridian, Oklahoma City, Canadian County, Oklahoma

PRINTED
JAN. 1, 2009

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. EIGHT, a subdivision of a part of the East One-Half (E $\frac{1}{2}$) of Section Twenty-One (21), Township Thirteen (13) North, Range Five (5) West, 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 does hereby dedicate to public use all 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 Abstractor's Certificate on said plat.

Not a Index
Recorded
B & N Inc
Plat Road
Margin
Grapher
Grapher

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 to cover Blocks 60 to 75, both inclusive, and Areas designated as A and B.

DEFINITIONS

The SURREY HILLS DEVELOPMENT CO., INC., herein referred to as "Company", shall have the final discretion and authority to grant waivers, determine frontages and set-backs, and to 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 split-level residence may be split from side-to-side or front-to-rear, depending upon the direction of fall or slope of 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 multi-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 may 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.

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 which fronts on the street, as shown on the plat. 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.

An Architectural Committee shall be composed of three members selected by the Company. The original committee shall include Leo E. Ford, David B. Benham and Kenneth J. Wilson. In the event of the death or the refusal to act of any member, a successor shall be selected in the same manner as provided for in the selection of the original members of this committee.

USE OF LAND

All lots in Blocks 61, 62, 63, 64, 65, 66, 70, 72, 73 and 74 shall be used for single family residential purposes only and for such outbuildings as are customarily appurtenant to single family residences. Each single family residence shall be detached and designated in its entirety for occupancy by a single family.

All lots in Blocks 60 and 69 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, unless written approval for other use has been granted by the Company. Each two family residential structure shall be designed to comprise two separate and complete living units.

Blocks 67, 71 and 75 are 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 thereof, unless written approval for other use has been granted by the Company.

Block 68 is designated for commercial use, unless written approval for other use has been granted by the Company.

The areas designated as Area A and Area B shall be used as common areas only.

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 the Architectural Committee. If no answer is received within thirty days, the owner may commence construction as planned.

Upon the commencement of excavation for the construction on any lot or block in this plat, the work must be continuous, weather permitting, until construction is completed. No delay in the course of construction within the period of twelve (12) months from the date construction is begun shall be permitted unless further extension of time for the completion of said construction 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 the Company being first obtained.

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 or two-family structures, it being the

contention of the Company to restrict this property so that a greater number of buildings cannot be built than there are building sites originally plat-
ted for this purpose.

Every residence erected on any lot shall present a pleasant and compatible elevation on the street or streets on which said lot fronts. Residences on corner lots shall have a presentable elevation on both streets.

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 a building may be erected, as shown on said plat. The side property limit line for each side of the main structure shall be at least five (5) feet at the front building line, unless consent for a lesser setback be given in writing by the 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.

All single family residences shall have a minimum square footage of floor of two thousand (2000) 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 ($3/4^{\text{ths}}$) of the designated square footage in the ground floor area. The square footage shall be figured exclusive of basements, open porches, carports and garages.

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 the determination of the Architectural Committee as to 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.

Garages or carports to be constructed on single or two-family lots shall be wide enough for the storage of a minimum of two standard size automobiles, and may be attached, built-in or detached from dwelling. No garage or outbuilding on any residential lot shall be used as a residence or living quarters except by servants engaged on the premises.

Plans and specifications for outbuildings such as cabanas, greenhouses, playhouses, servants quarters and similar buildings to be erected on any lot or block shall be submitted in advance of construction to the Architectural Committee. Every outbuilding, with the exception of greenhouses, to be erected on any lot or block in said Addition, shall correspond in style and architecture to the residence to which it is appurtenant and shall be constructed of the same material as the residence, unless written approval otherwise has been granted by the Company. No house or outbuilding shall be moved onto any lot from another locality.

Boats and smaller trailers may be kept on residential premises, provided they are parked in such a location 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 written permission of the Company.

No fence or wall 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 in approving the building, 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 of 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 or common Areas A or B, must present a finished and attractive appearance on the side of the golf course or Area A or B. 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 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.

The construction and maintenance of billboards, advertising boards or other such structures on any lot or block in said plat is prohibited, except that signs or billboards advertising the rental or sale of such property shall be permitted, provided said signs or billboards do not exceed five (5) square feet in area, unless other approval has been granted in writing by the Company. No clotheslines shall be erected on any lot or block.

No tank for the storage of oil or other fluids may be maintained above the ground on any lot or block without written consent 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 which 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 and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

No trash, ashes or other refuse may 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 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 such material shall not be placed in the streets or between the curb and the property line.

OPTION TO PURCHASE OR RENT

In the event an owner desires to sell, lease or rent any lot or block in said Addition, 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 may 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, except that these provisions of this covenant shall not apply:

- (1) With respect to the original sale of any lot or block 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 of said events.

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.

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 Les E. Ford
President

Les E. Ford
Secretary
STATE OF OKLAHOMA)
COUNTY OF CANADIAN) SS.

On this 27th day of August, 19 73, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Les 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.
Notary Public
My Commission Expires: August 26, 1977

Barbara H. Hume
Notary Public

E. "Corner Lot" shall mean any lot which abuts other than at its rear line upon more than one street and/or Common Area.

F. "Street" shall mean any street, lane, drive, boulevard, court, circle, road, place, manor or terrace as shown on the recorded plat of SURREY HILLS ADDITION NO. EIGHT.

G. "Member" shall mean and refer to every person and/or entity who holds membership in the Association.

H. "Building Limit Line" shall mean the line so designated on the recorded plat of SURREY HILLS ADDITION NO. EIGHT.

I. "Split-Level Residence" shall mean 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 multi-level structure on the left or right and a one-level or one-story on the opposite side.

J. "One and one-half Story" shall mean a one and one-half story home as distinguished by the fact that the second story portion does not fully cover the first story in area and may 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.

K. "Company" shall mean the SURREY HILLS DEVELOPMENT CO., INC., herein referred to as "Company", which 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.

L. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

M. "Fences" shall mean the following where the context so indicates:

(1) "Adjoining Fences" shall refer to two or more separate fences which adjoin and are exposed to public view.

(2) "Common Area Fences" shall refer to any fence on a lot which is adjacent to, abuts or borders any Common Area.

(3) "Association Fences" shall refer to any fence erected or placed on any Common Area.

(4) "Public Fence" is any fence adjacent to, abutting upon, or bordering areas dedicated to the public.

N. "Developer" shall refer to SURREY HILLS DEVELOPMENT CO., INC., its successors and assigns.

O. "Owner" shall mean and refer to the record owner, whether one or more persons of a fee simple title to any Lot which is or may become a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

P. "Zero Lot Line" shall mean and refer to that line where the building limit line, side set-back and/or rear set-back lines are the same as the lot line less one (1) inch.

ARTICLE II FUTURE INTENT

Section 1. Although this Declaration includes only the real property described in Exhibit "A" hereof, it is the intention of the

Declarant to cause additional Declarations to be filed with respect to additional property, which additional Declarations will be complementary in concept to this Declaration, and which future declarations will provide for the addition of owners in such other areas as member of the Association and of additional Common Areas to be owned by the Association.

Each member of the Association will be subject to its Articles of Incorporation, By-Laws, rules and regulations, as from time to time established and/or amended. The Common Areas which will be owned by the Association, a portion of which are included in the recorded plat of SURREY HILLS ADDITION NO. EIGHT, will ultimately include other lands which are not included in this Plat.

Section 2. If, within fifteen (15) years of the date of incorporation of the Association, the DECLARANT should develop additional lands within this area, such additional lands may be annexed to the said properties without the assent of the Members.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is located in the City of Oklahoma City, Canadian County, State of Oklahoma, and is more particularly described in Exhibit "A" attached hereto.

ARTICLE IV
MEMBERSHIP IN THE ASSOCIATION

Every person who is a record owner of a fee or undivided interest in any single-family residential and multi-family residential lot covered by this Declaration and any future declaration covering additional property which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

ARTICLE V
OWNERSHIP, USE AND MANAGEMENT
OF THE COMMON AREAS

Section 1. It is contemplated that all of the Common Areas will ultimately be owned by the Association. Until such time as record ownership of the Common Areas is vested in the Association, the members of the Association shall have the exclusive right to use the Common Areas as hereinafter specified.

Section 2. Every member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

A. The right of the Association to limit the number of guests of Members; the Common Areas which may be used by guests of Members, and the conditions under which Common Areas may be used by Members and/or their guests, subject to the terms and provisions hereof.

B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.

C. The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow moneys for the purpose of improving the Common Areas and facilities and in aid thereof, to mortgage

said property, and the rights of said mortgagee in said properties shall be subordinate to the rights of the Members hereunder.

D. The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for an infraction of its published rules and regulations.

E. The right of the Association, with the prior consent of the Developer, to dedicate or transfer all or any part of the Common Areas to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Association.

Section 3. Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property, subject to such rules, regulations and limitations as the Association may, from time to time, establish.

Section 4. DECLARANT hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area described in the plat of SURREY HILLS ADDITION NO. EIGHT, referred to herein, to the Association, free and clear of all encumbrances and liens, when the number of lots sold in the platted development exceed 75% of the total number of lots in said plat.

Section 5. The Association shall control, maintain, manage and improve the Common Areas as provided in this Declaration and in its Articles of Incorporation and By-Laws. Such right and power of control and management shall be exclusive.

Section 6. Any other provision hereof to the contrary notwithstanding, all Members of the Association, regardless of class, shall have and possess the right to use and enjoy all of the Common Areas and all facilities and improvements thereon owned by the Association, which right may not be denied to any Member of any class without consent of all Members of all classes. The Board of Directors of the Association may from time to time, establish rules and regulations governing the use of the Association's Common Area by Members of all classes and their guests; provided, that such rules and regulations as from time to time adopted shall be uniform as to all Members regardless of class.

ARTICLE VI
CLASSES OF MEMBERS
AND VOTING RIGHTS

The Association shall have three (3) classes of voting membership, as follows:

Section 1. Voting Classes.

Class A. Class A Members shall be all those Owners of single family residential lots with the exception of DECLARANT. Class A Members, when a class vote is required, shall vote as a class. Each Class A Member shall be entitled to one vote for each Living Unit Lot in which he holds the interest required for membership by Article IV. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Members shall be all those Owners of multi-family residential lots upon which is erected a multi-family residential structure containing two or more living units. Class B Members, when a class vote is required, shall vote as a class and each Class B member shall be entitled to one vote for each living unit contained in a Multi-family structure (s) erected upon a Lot of which the Class B Member holds the interest required for membership by Article IV. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote per living unit be cast with respect to any Lot.

Class C. The Class C Member shall be the Developer. The Class C Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article IV.

Section 2. Class Votes. Each class of members shall be entitled to one vote, as a Class, only when the proposal to be voted on:

(a) Provides for an increase in the annual assessment as to such Class, and which proposed assessment requires the approval by the Members of the Association pursuant to Article VII hereof;

(b) Provides for special assessments for capital improvements to be assessed against the particular Class;

(c) Provides for the merger, consolidation, liquidation or dissolution of the Association;

(d) Provides for the sale of all or substantially all of the assets or properties of the Association; provided, however, that the mortgage, pledge or hypothecation of all or substantially all of the assets or properties of the Association for the purpose of obtaining funds or credit with which to acquire, improve or repair all or any part of such assets or properties of the Association shall not be deemed a sale of all or substantially all of the assets or properties of the Association.

(e) Provides for the election of Directors of the Association in accordance with the By-Laws of the Association.

ARTICLE VII
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. The DECLARANT, for each Lot owned within the Properties and for each additional Lot which may hereafter come within the jurisdiction of the Association, and each Owner of any Lot, by acceptance of a deed therefor, whether or not shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, paramount and superior to any homestead or other exemption provided by law, from the date that notice of such lien is filed of record by the Developer, the Association or any Owner. Each such assessment, together with such interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The Personal obligation shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien above mentioned arising by reason of such assessment shall continue to be a charge and a lien upon the last as above provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Properties, and in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and relating to the use and enjoyment of the Common Areas and of dwellings, homes and other structures situated upon the properties, including, but not limited to, the maintenance of insurance thereon, repairs, replacements and additions thereto, ad valorem and other property taxes and assessments levied thereon, for the cost of labor, equipment, materials, management and supervision thereof, and utility services for the Common Areas.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be as follows:

<u>Type of Member</u>	<u>Amount</u>
Class A	\$15.00 per quarter
Class B	\$ 9.00 per quarter per living unit

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors effective January 1 of each year without a vote of the Membership, provided such increase does not exceed five per cent (5%) of the then existing annual assessment.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment as to any or all classes of members may be increased above that established as hereinabove set forth, by a vote of the Members for the next succeeding two (2) years and at the end of each such period of two (2) years, for each succeeding two (2) years; provided, that, any such charge as to any class shall have the assent of a majority of the Members of such Class, pursuant to votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) nor more than forty (40) days in advance of the meeting setting out the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

C. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, as to any or all Classes of Members, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; provided that, any such assessment as to any Class shall have the assent of at least two-thirds (2/3rds) of the Members of such Class of Members, pursuant to votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; provided, further, that the maximum amount of any special assessment which may be assessed against any Member of any Class in any assessment year shall not exceed an amount equal to twice the annual dues assessed against each Member for the same year.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each Class of Members and may be collected on at least a quarterly basis.

Section 6. Quorum for Meetings. At any meeting of the Members of the Association, the presence at the meeting of Members or of proxies entitled to cast a majority of all the votes of each Class of membership shall constitute a quorum; provided, however, that if a quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members as required herein for the transaction to be considered, at an adjourned meeting, and at the adjourned meeting whatever Members are present shall constitute a quorum.

Section 7. Commencement Date of Annual Assessments. The annual assessments provided for herein shall commence as to each Lot on the first day of the calendar month following the date on which a single-family home or multi-family unit is constructed thereon and first occupied by the Owner or by any other person occupying all or any part of such structure with the consent of the Owner, whether such occupancy by lease or otherwise. Within ten (10) days after a single-family home or any multi-family living unit is initially occupied by any person, whether by lease or otherwise, the Owner thereof shall furnish written notice of the commencement of such occupancy to the Association. The Board of Directors shall fix the amount of the annual assessment

against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date(s) shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments and Remedies.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from its due date at the rate of ten per cent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay same, and/or foreclose the lien against the property; and interest, costs and reasonable attorneys' fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Subordination of Lien to Mortgage.

The lien of the assessments provided for herein shall be subordinate to the lien of any real estate mortgage or mortgages. Sale or transfer of any Lot shall not effect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property.

The following property subject to this Declaration shall be exempt from the assessments:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Areas; and
- (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Oklahoma, except any such land or improvements devoted to dwelling shall not be exempt from said assessments.

ARTICLE VIII
RESTRICTIONS AND ENFORCEMENT RIGHTS

The restrictions herein set forth and as set forth in the Owners' Certificate and Restrictions to SURREY HILLS ADDITION NO. EIGHT, dated August 27, 1973, and filed simultaneously herewith shall run with the land and bind the present owner, its 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, their successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots 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 ownership of title to said land, and the owner or owners of any of the above land 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 in addition to the ordinary legal action for damages; and failure of companies or owner or owners of any other lot or lots shown in this plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE IX
RIGHT TO ASSIGN

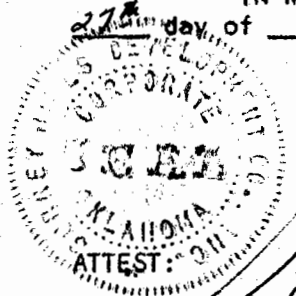
The DECLARANT and/or the Developer may, by appropriate instrument,

the rights, reservations, easements and privileges herein reserved by them, 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 those directly reserved by them or it in the instrument.

ARTICLE X
DURATION

All of the restrictions set forth herein shall continue and be binding upon DECLARANT and Developer, and upon their successors and assigns, for a period of twenty-one years from the date of this instrument, and shall automatically be extended thereafter for successive periods of ten years; Provided, however, that the Owners of three-fourths of the Lots herein platted may, at the end of such twenty-one year term or at the end of any successive ten-year period thereafter, by a written instrument signed by all of such persons, vacate or modify all or any part of this Declaration.

IN WITNESS WHEREOF, the DECLARANT has set its hand and seal this 27th day of August, 1973.



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

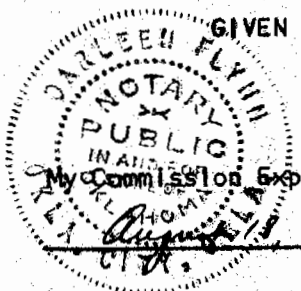
BY Leo Ford
President

[Signature]
Secretary

STATE OF OKLAHOMA)
) SS.
COUNTY OF CANADIAN)

On this 27th day of August, 1973, 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.



My Commission Expires:

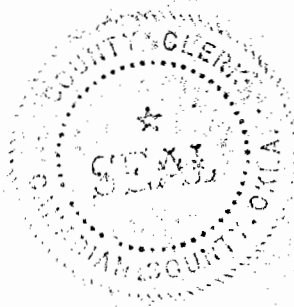
August 19, 1977

Darleen Flynn
Notary Public

EXHIBIT "A"Addition No. Eight - Legal Description:

A tract, piece or parcel of land lying in the East Half (E½) of Section 21, T13N, R5W, 1.M., more particularly described as follows:

Beginning at the Northeast corner of said Section 21, Thence South 89°59'19" West a distance of 2,164 feet; Thence South 00°00'00" West a distance of 437.13 feet; Thence South 52°20'42" West a distance of 160.42 feet; Thence South 01°24'02" West a distance of 818.24 feet; Thence South 32°58'58" East a distance of 292.07 feet; Thence South 21°21'24" West a distance of 335 feet; Thence South 09°28'59" West a distance of 904.36 feet; Thence South 28°04'39" East a distance of 129.58 feet; Thence South 61°55'21" West a distance of 204 feet; Thence South 28°04'39" East a distance of 160 feet; Thence North 72°42'25" East a distance of 213.77 feet; Thence North 61°55'21" East a distance of 891.06 feet; Thence North 34°38'54" East a distance of 110.22 feet; Thence North 55°21'06" West a distance of 92.9 feet; Thence on a curve to the right having a radius of 25 feet a distance of 30.99 feet; Thence on a curve to the left having a radius of 200.42 feet a distance of 22.38 feet; Thence North 09°16'24" East a distance of 87.87 feet; Thence on a curve to the right having a radius of 231.83 feet a distance of 145.07 feet; Thence North 45°02'41" East a distance of 138.0 feet; Thence South 72°10'21" East a distance of 278.25 feet; Thence North 61°55'21" East a distance of 843.32 feet; Thence North 85°02'18" East a distance of 233.92 feet; Thence North 04°57'42" West a distance of 75.63 feet; Thence on a curve to the left having a radius of 25.0 feet a distance of 35.28 feet; Thence on a curve to the right having a radius of 448.72 feet a distance of 148.03 feet; Thence on a curve to the left having a radius of 320.0 feet a distance of 309.96 feet; Thence South 62°07'41" West a distance of 460.0 feet; Thence North 27°52'19" West a distance of 60.00 feet; Thence South 62°07'41" West a distance of 206.20 feet; Thence on a curve to the left having a radius of 394.56 feet a distance of 117.07 feet; Thence South 45°02'41" West a distance of 182.74 feet; Thence North 72°10'21" West a distance of 239.22 feet; Thence North 01°39'28" West a distance of 691.29 feet; Thence North 13°44'19" West a distance of 560.02 feet; Thence North 03°08'33" West a distance of 255.38 feet; Thence North 80°34'30" East a distance of 1,257.98 feet; Thence North 86°35'07" East a distance of 486.86 feet; Thence North 90°00'00" East a distance of 50.0 feet; Thence N 00°00'00" E a distance of 298.56 feet to the point of beginning.



State of Oklahoma }
 Canadian County } SS
 Filed for record Aug 31 19 23
 at 2:52 P M and recorded in
 Book 550 Page 433
 Fee \$ 760
 FRANCES C. BREMSETH
 COUNTY CLERK
 By Mary Patterson Deputy