

Return To: Roundway Development, Inc.
10300 Surrey Hills Blvd.
Yukon, OK 73099

BOOK PAGE
0959 0287

OWNERS CERTIFICATE AND RESTRICTIONS

TO

SURREY HILLS ADDITION NO. NINE

A Subdivision of a Part of Section 21, T13N, R5W, I.M.
Oklahoma City, Canadian County, Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, AMERICAN FIRST TITLE & TRUST COMPANY, a corporation, being the record 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. NINE, a Subdivision of a part of Section Twenty-one (21), Township Thirteen (13) North, Range Five (5) West, 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 reserves for installation and maintenance of utilities a strip of land off the rear of each lot and where else shown on the recorded plat. In addition to said easements, the following described portions of Lots 39 and 40, in Block 77, and Lots 2, 3, 4, 24 and 25, in Block 76, are hereby dedicated to use for the construction and maintenance of sanitary sewer, storm sewer and golf cart trails, as shown in Exhibit "A" attached:

Sanitary Sewer The West 7½ feet of Lot 39 and the East 7½ feet of Lot 40, Block 77, Surrey Hills Addition No. Nine;

Storm Sewer A part of Lot 25, Block 76, Surrey Hills Addition No. Nine, being described as follows: BEGINNING at the NE corner of said lot, thence N61°44'18"W a distance of 12 feet; thence S2°37'15"W a distance of 27.73 feet; thence N28°15'42"E a distance of 25 feet to the point of beginning;

Golf Cart Easement A part of Lot 2, Block 76, Surrey Hills Addition No. Nine, being described as follows: BEGINNING at the NE corner of said lot, thence N61°40'22"W a distance of 45.49 feet; thence S46°46'31"E a distance of 46.65 feet; thence N30°16'08"E a distance of 12 feet to the point of beginning;

Golf Cart Easement A part of Lot 3, Block 76, Surrey Hills Addition No. Nine, being described as follows: BEGINNING at the NE corner of said lot, thence N61°40'22"W a distance of 56.57 feet; thence S30°16'08"W a distance of 12 feet; thence S61°40'22"E a distance of 61.15 feet; thence N9°09'59"E a distance of 12.70 feet to the point of beginning;

Golf Cart Easement A part of Lot 4, Block 76, Surrey Hills Addition No. Nine, being described as follows: BEGINNING at the NE corner of said lot, thence S83°55'21"W a distance of 70 feet; thence S9°09'59"W a distance of 3 feet; thence N83°55'21"E a distance of 70.79 feet; thence N6°04'39"W a distance of 2.89 feet to the point of beginning;

Golf Cart Easement A part of Lot 24, Block 76, Surrey Hills Addition No. Nine, being described as follows: BEGINNING at the SW corner of said lot, thence S61°44'18"E a distance of 20 feet; thence N16°44'18"W a distance of 28.28 feet; thence S28°15'42"W a distance of 20 feet to the point of beginning;

Golf Cart Easement A part of Lot 25, Block 76, Surrey Hills Addition No. Nine, being described as follows: BEGINNING at the SE corner of said lot, thence N28°15'42"E a distance of 6 feet; thence N77°41'01"W a distance of 21.84 feet; thence S61°44'18"E a distance of 21 feet to the point of beginning;

Num. Index
Re-graded
B & P. N. in
PR. Read
Margin
Grantor
Grantee

Said easements for golf carts not to be fenced or enclosed.

All lands so dedicated 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.

RESTRICTIONS AND PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the entire tract and for the 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 76 and 77.

DEFINITIONS

The ROUNDWAY DEVELOPMENT, INC., company, herein referred to as "Company", and hereby appointed by AMERICAN FIRST TITLE & TRUST COMPANY to be exclusive selling agent, shall have the final discretion and authority to grant waivers, determine frontages and setbacks, 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 or 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 multilevel 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 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 two (2) members selected by the Company. The original committee shall include Leo E. Ford and Darleen G. Flynn. 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 76 and 77 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.

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 Sundays 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 structures to be constructed than are permitted on building sites now platted for said single 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 platted 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 (2,000) square feet, with split level, one and one-half story and two-story residences having a minimum of fifty per cent (50%), or one-half, 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 lot, the principal first floor material of the exterior of each wall of the buildings in said Addition 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 the second story exterior of any residence.

Garages or carports to be constructed on single 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, 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 written approval 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 site 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, etc. which are erected on lots abutting the golf course must present a finished and attractive appearance on the side of the golf course. Golf cart easements described herein and shown on Exhibit "A" shall not be fenced or enclosed. 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 the Committee, 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 in this plat.

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.

DEDICATION OF EASEMENTS

The areas shown on the plat and on Exhibit "A" attached 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 and for golf cart, storm sewer and sanitary sewer facilities by any person, firm or corporation engaged in supplying such services in said Addition, 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.

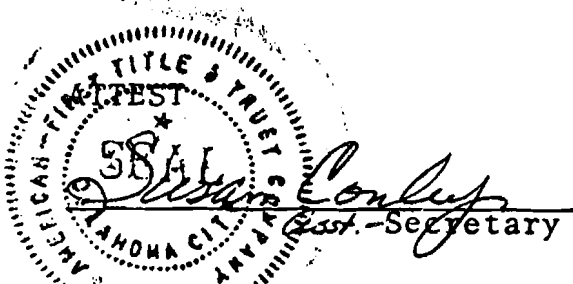
RIGHT TO ENFORCE

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 instruments.



AMERICAN FIRST TITLE & TRUST COMPANY,
a corporation,

By James B. Dixon
Vice President

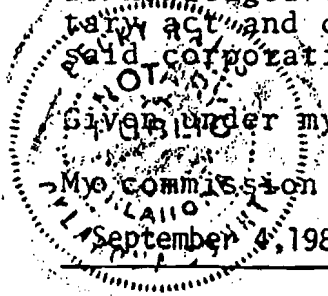
STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

On this 18th day of May, 1982, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared James B. Dixon, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Vice 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:

September 4, 1984



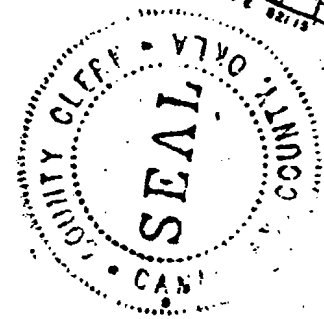
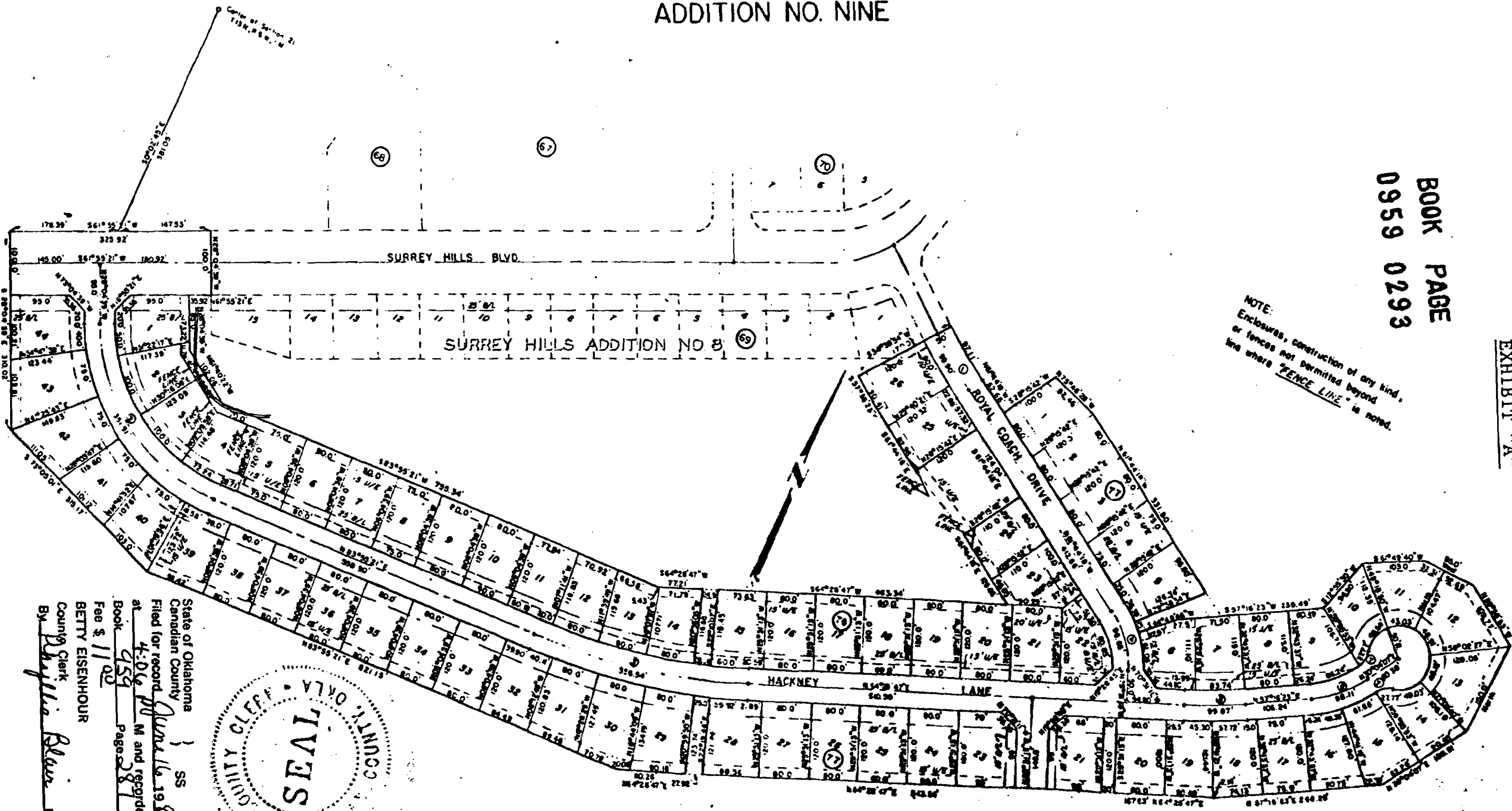
Becky Raines
Notary Public

SURREY HILLS ADDITION NO. NINE

BOOK PAGE
0959 0293

EXHIBIT "A"

NOTE:
Enclosures, construction of any kind,
or fences not permitted beyond
line where "FENCE LINE" is noted.



State of Oklahoma
Canadian County
Filed for record *June 16, 1982*
at *4:06 PM* and recorded in
Book *456* Page *28*
Fee \$ *11.00*
BETTY EISENHOUR
County Clerk
By *Betty Eisenhour* Deputy

DAVILA ENGINEERING CO.
OKLAHOMA CITY, OKLA.