

**OWNERS CERTIFICATE AND RESTRICTIONS
TO
BLUE QUAIL RIDGE 5th ADDITION,
TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA**

A part of the Southwest Quarter (SW/4) of Section Six (6), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned as the owner of the land shown on the following described plat has caused said properties to be surveyed and platted under the name of Blue Quail Ridge 5th Addition, according to the recorded plat thereof in Book 62, Page 99, 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 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 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 Lots 1 and 2, Block 22, Lots 1 to 18, both inclusive, Block 23, Lots 1 to 14, both inclusive, Block 24, and Lots 1 to 8, both inclusive, Block 25, and Common Area "A" and Private Access Easement, all in Blue Quail Ridge 5th Addition.

I. DEFINITIONS:

1.1 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 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.

1.2 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 projection dormer windows for the upstairs rooms, normally bedrooms. Sometimes there are one or more on-story wings projecting outward from the center or two-story section.

1.3 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 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.

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

1.5 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 to the front building limit lines.

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

1.7 The word "Outbuilding" shall mean any enclosed covered structure not attached to the main residence which it serves, and shall be located at least five (5) feet from any property line.

1.8 "Common Area" shall mean Common Area "A" and Private Access Easement shown on the Plat of Blue Quail Ridge 5th Addition and any other property which may be deeded to the Blue Quail Ridge 1st Addition Home Owners Association, Inc.

II. USE OF LAND:

2.1 All lots and/or building sites shall be used for residential purposes only except Common Area "A" and the Private Access Easement thereon of the Plat of Blue Quail Ridge 5th Addition. All residences shall have a minimum square footage in the ground floor area.

2.2 The minimum square footage of a single family residence shall be 1,700 square feet.

2.3 The minimum square footage of a two-story residence shall be 1,100 square feet on the lower level.

2.4 In computing the square footage of a residence, the footage is to be figured exclusive of basements, open porches, carports, and garages.

2.5 All lots are designated as residential and shall be used for private residence purposes only, and such outbuildings as are customarily appurtenant to residences, each dwelling house detached and being designed for occupancy by a single family in its entirety.

III. ARCHITECTURAL COMMITTEE:

3.1 Architectural Committee. No building and/or fence shall be erected, placed or altered on any lot or building site composed of a part of one or more of the above described lots, until after the building plans, specifications and plot plans showing the location of such building and/or fence have been approved in writing as to conformity and harmony of external design with existing structures in said Subdivision and as to location of the building and/or fence with respect to topography and finished ground elevation, and with respect to side lot and front building setback lines, by a majority of an Architectural Committee composed of DALE E. TERRELL, DONALD G. TERRELL AND JOANI L. SMITH, or their duly authorized representative or representatives or successors, whose mailing address is 10428 Mantle Drive, Oklahoma City, OK 73162 In the case of the death or resignation of any member or members of said Committee, the undersigned owners shall have authority to appoint successor members to the above named Committee to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member or members shall have the same authority hereunder as their predecessors to approve or disapprove such design or location within thirty (30) days after said building plans, specifications and plot plan have been submitted to them, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with. Said Committee, their authorized representatives or successors, shall act and serve until January 1, 2019, at which time the record owners of two-thirds of the lots covered by these Restrictions may designate in writing, duly recorded in the County Clerk's Office of Oklahoma County, their authorized representatives, who thereafter shall have all of the powers, subject to the same limitations, as were previously delegated therein to the above named Committee.

3.2 It is specifically understood and agreed that a majority of said Architectural Committee shall have, and are hereby granted, the authority and power to waive in writing any building restriction herein contained, except those prohibiting the use of any lot and/or residential building site for business, professional, and/or commercial purposes, if in said Committee's sole opinion such actions would not materially injure and/or substantially affect the property rights of other owners within said Addition.

3.3 The principal first floor material for the exterior of each wall of the building in said section shall be seventy percent (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 or masonite of a durable variety may be used in all the second story exterior of any residence.

3.4 The roofs of all dwellings shall be constructed utilizing a thirty (30) year warranted, laminated, double layer, and a heavy weight, shake-like shingle exceeding 315 pounds/square such as Elk Prestique II, Timberline or better and be of a weathered wood color, or standard wood or shake shingles.

IV. GARAGES:

4.1 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 and all residences must contain at least a two car garage.

4.2 Boats, campers, 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, and under no condition may any cross-country semi-trailer or commercial vehicle be parked in front of any of the developed area overnight or at any extended length of time except to temporarily service the development or the residential property. Under no conditions may a trailer of any type be occupied temporarily or permanently as 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.

V. OUTBUILDINGS:

5.1 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.

5.2 Plans and specifications for outbuildings such as cabanas, greenhouses, 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.

5.3 No house or outbuilding shall be moved onto any lot from another locality.

5.4 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. To delay in the course of construction within the period of twelve (12) months from the date the house is started shall not be permitted, unless further extension of time for the completion of said house is given by the Company in writing.

VI. FRONTAGE:

6.1 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 presentable elevations on both streets.

VII. REARRANGING, SUBDIVIDING, OR REPLATTINGS:

7.1 This area has been platted to allow for the maximum number of building sites for houses of a particular size.

Due to the change in demand, size of house, and desirability of Blue Quail Ridge 5th Addition, the building sites may be replatted or rearranged by the original Architectural Committee only.

VIII. SETBACK OF RESIDENCE FROM STREET LINE:

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

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

8.3 Cornices, spouting, chimneys, and primarily ornamental projections may extend two (2) feet nearer said side property line.

8.4 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. The Architectural Committee shall take into consideration the suitability of such fence or wall, the materials of which it is to be built, the harmony thereof with the surroundings and the effect the construction of said fence or wall or the extension thereof shall have upon the adjacent or neighboring property. Any stockade fence adjacent to the street or greenbelt area must have posts inside yard facing residence. Under no circumstances shall any fence exceed six (6) feet in height.

8.5 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, except as to the above height restriction.

IX. SIGNS, BILLBOARDS AND MISCELLANEOUS STRUCTURES:

9.1 The construction and maintenance of billboards or advertising boards or structures on any lot 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, and any sign advertising the re-sale of a property cannot exceed forty-two (42) inches in height, unless by the written consent of the Company.

9.2 No store, business or commercial building, apartment or church shall be erected on any lot, nor shall any commercial activity be conducted on any lot.

9.3 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood, nor should any sign that would be offensive or detrimental to the Addition or to any residence be used in any fashion in the Addition.

9.4 No antennae or satellite dishes shall project more than five (5) feet above the original extreme height of the existing residence. Nor should any antennae or satellite dish be distracting to the rear or non-compatible to the existing residences.

9.5 No cows, horses or other livestock, or poultry of any kind, shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

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

9.7 No garage or outbuilding on any plot shall be used as a residence or living quarters except by servants engaged on the premises.

9.8 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 the improvements are to be erected and shall not be placed in the streets or between the curb and property line.

X. SIDEWALKS:

10.1 All service streets shall have four (4) foot sidewalks and shall be next to the curb and shall be uniform throughout the addition.

XI. SECURITY ALARMS:

11.1 Each residence shall have some type of security alarm and a fire alarm system.

XII. DEDICATION OF UTILITY EASEMENT:

12.1 The areas shown on the plat as easements are hereby dedicated to the 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. Limits of access shall be as shown on said plat.

12.2 No lot owner 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.

XIII. GENERAL PROVISIONS:

13.1 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 percent (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.

13.2 RIGHT TO ENFORCE. The restrictions herein set forth shall run with the land and bind the present owner, 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 seizure of or title to said land. The Company or owner or owners of any of the lots shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observances of the restrictions above set forth, and may recover reasonable proceedings and in addition to all costs and

attorney fees in connection with legal action for damages for failure of any owner or owners of any lot or lots shown on this plat to comply with any of the restrictions herein set forth, the Company may seek legal damages. 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.

13.3 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 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.

Dated this 17 day of September, 2003.

BLUE QUAIL RIDGE COMPANY, LTD.
an Oklahoma Limited Partnership

By: DALE E. TERRELL REVOCABLE LIVING TRUST

By:  TRUSTEE

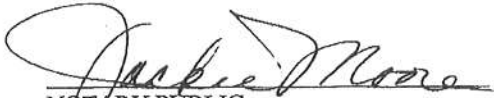
GENERAL PARTNER

ACKNOWLEDGEMENT


STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said county and state, on this 17 day of September, 2003, personally appeared Dale E. Terrell, Trustee of Dale E. Terrell Revocable Living Trust, General Partner of Blue Quail Ridge Company, Ltd., to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument 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 such trust, as General Partner of Blue Quail Ridge Company, Ltd., 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
is 00008779

My Commission Expires:
 JACKIE MOORE
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires July 2, 2004.

JSR:hc:CL\INTERRELL\BLUÉQ5thOCR

WJ
Return Recorded Covenants to:
Blue Quail Ridge Company, Ltd.
10428 Mantle Dr.
Okla. City, OK 73162

**SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BLUE QUAIL RIDGE 5TH ADDITION,
TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY,
OKLAHOMA, A PART OF THE SW/4 OF SECTION 6,
TOWNSHIP 13 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN**

This Supplemental Declaration made this 17 day of September, 2003, by Blue Quail Ridge Company, Ltd., an Oklahoma limited partnership, hereinafter called "Declarant".

WITNESSETH, that:

WHEREAS, Declarant on or about June 26, 1985, executed and filed for record on June 27, 1985, in Book 5339, Page 1381 of the public records of Oklahoma County, Oklahoma, a certain Declaration of Covenants, Conditions and Restrictions for Blue Quail Ridge 1st Addition; and,

WHEREAS, said Declaration provided for the incorporation of a non-profit corporation known as Blue Quail Ridge 1st Addition Home Owners Association, Inc., which was incorporated on October 29, 1985, and further provided under Article II, Section 2 of said Declaration if, within fifteen (15) years of the date of the incorporation of said Association, the Declarant should develop additional lands within the area, such additional lands may be annexed to said properties without the ascent of the members of said Association; that said time has now expired, but the Association on behalf of its members and for their benefit has agreed to the annexing of the properties contained in Blue Quail Ridge 5th Addition; and,

WHEREAS, Declarant is the owner of and has developed additional lands within the area of Blue Quail Ridge 1st Addition, known as Blue Quail Ridge 5th Addition, as shown by the recorded plat thereof, in Book 62, Page 99, of the public records of Oklahoma County, Oklahoma, and desires hereby to annex said additional lands contained in the plat of Blue Quail Ridge 5th Addition to the properties covered by said Declaration recorded in Book 5339, Page 1381, and to be brought within the jurisdiction of and subject to assessment by the Association.

NOW, THEREFORE, Declarant does hereby and by these presents annex all of the property contained in the plat of Blue Quail Ridge 5th Addition, according to the recorded plat thereof, to the property covered by the Declaration of Covenants, Conditions and Restrictions for Blue Quail Ridge 1st Addition recorded in Book 5339, Page 1381, of the public records of Oklahoma County, Oklahoma, to the same extent as if the property covered by the plat of Blue Quail Ridge 5th Addition had been originally included in said Declaration, recorded in Book 5339, Page 1381.

Doc # 2003167629
Bk 9039
Pg 972-982
DATE 09/18/03 11:36:53
Filing Fee \$33.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

IN WITNESS WHEREOF, Declarant has executed the Supplemental Declaration the day and year first hereinabove written.

BLUE QUAIL RIDGE 1ST ADDITION
HOME OWNERS ASSOCIATION, INC.

BLUE QUAIL RIDGE COMPANY, LTD.
an Oklahoma Limited Partnership

By: Dean A. Dewey
President

By: DALE E. TERRELL REVOCABLE LI
LIVING TRUST, GENERAL PARTNER

By: Dale E. Terrell
TRUSTEE

STATE OF OKLAHOMA)
)
) ss
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 17 day of September, 2003, by Dean A. Dewey, President of Blue Quail Ridge 1st Addition Home Owners Association, Inc., an Oklahoma corporation.

Jackie Moore
NOTARY PUBLIC

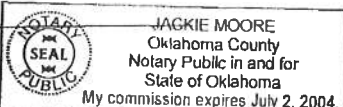
My Commission Expires:


My commission # is 00008779

STATE OF OKLAHOMA)
)
) ss
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 17 day of September, 2003, by Dale E. Terrell, as Trustee of the Dale E. Terrell Revocable Living Trust, General Partner of Blue Quail Ridge Company, Ltd., an Oklahoma limited partnership.

Jackie Moore
NOTARY PUBLIC

My Commission Expires:


My commission # is 00008779