

OWNERS CERTIFICATE AND RESTRICTIONS

TO

BOOK 5339 Pg 742

BLUE QUAIL RIDGE, 1ST. ADDITION

A subdivision of a Part of the Southwest Quarter (SW $\frac{1}{4}$), of Section Six (6), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, in the City of Oklahoma, Oklahoma County, Oklahoma.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned as the owner of the land show on the following described plat, has caused said properties to be surveyed and platted under the name of BLUE QUAIL RIDGE COMPANY, LTD. 1ST. ADDITION, a subdivision of a part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Six (6), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian of the City of Oklahoma, Oklahoma County, Oklahoma, according to the recorded plat thereof, recorded in Book 52, page 42 of Plats, 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 also 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.

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 subdivided 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 to 26 both inclusive, Block 1, and Lots 1 to 27, both inclusive, Block 2, and Lots 1 to 16, both inclusive, Block 3, and Lots 1 to 18, both inclusive, Block 4, and Lots 1 to 28, both inclusive, Block 5, and Lots 1 to 28, both inclusive, Block 6, and Lots 1 to 17, both inclusive, Block 7, and Lots 44 to 52, both inclusive, Block 8, and Lots 1 to 10, both inclusive, Block 9, and Lots 1 to 5, both inclusive, Block 10, and Lot 1 Block 11, and Lots 1 to 9, both inclusive, Block 12.

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 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 projection dormer windows for the upstairs rooms, normally

Blue Quail Ridge
1st Addition
City of Oklahoma

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OKLAHOMA COUNTY CLERK
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1100

bedrooms. Sometime's there are one or more one-story wings projecting outward from the center or two-story section.

Blue Quail Ridge Company, Ltd., 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.

RESTRICTIONS

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 on 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.

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.

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.

The word "Plot" shall mean a parcel of land consistent 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

Lots 1 to 25, both inclusive, Block 1, and Lots 1 to 27, both inclusive, Block 2, and Lots 1 to 14, both inclusive, Block 3, and Lots 1 to 18, both inclusive, Block 4, and Lots 1 to 28, both inclusive, Block 5, and Lots 1 to 28, both inclusive, Block 6, and Lots 1 to 17, both inclusive, Block 7, and Lots 44 to 52, both inclusive, Block 7, and Lots 1 to 10, both inclusive, Block 8, and Lots 1 to 10, both inclusive, Block 9, and Lots 1 to 5, both inclusive, Block 10, and Lot 1 Block 11, and Lots 1 to 9, both inclusive, Block 12 shall be used for residential purposes only. All residences shall have a minimum square footage in the ground floor area.

The minimum square footage of a single family residence shall be 1700 square feet.

The minimum square footage of a two-story residence shall be 1100 square feet on the lower level.

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

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 being detached and being designed for occupancy by a single family in its entirety.

ARCHITECTURAL COMMITTEE

No Building shall be erected on any lot or block until the building plans, specifications, roofs and plot plan showing the location thereof have been approved in writing as the harmony and conformity of the exterior design and as to the location with respect to the topography and by members selected by the Company. The original Committee shall be composed of Dale E. Terrell, Donald G. Terrell, and Donald Lee Chesser.

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 in the selection of the original member.

The principal first floor material of 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.

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

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.

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, 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. 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.

FRONTAGE

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.

REARRANGING, SUBDIVIDING, OR REPLATTINGS

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 Addition, the building sites may be replatted or rearranged by the original Architectural Committee only.

SETBACK OF RESIDENCE FROM STREET 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 at least five (5) feet from the property 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 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.

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

In the event of the failure of the Architectural Committee to approve or disapprove the design and location of a purposed 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.

SIGNS, BILLBOARDS AND MISCELLANEOUS STRUCTURES

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.

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.

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.

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

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.

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 his discretion, may 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 outbuilding on any plot shall be used as a resident 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 the improvements are to be erected and shall not be placed in the streets or between the curb and property line.

SIDEWALKS

The collector streets, Blue Quail Pass and Sugar Loaf Drive, shall have five (5) foot sidewalks next to the curbs and shall be uniform on each lot. All service streets shall have four (4) foot sidewalks and shall be next to the curb and shall be uniform throughout the addition.

SECURITY ALARMS

Each residence shall have some type of security alarm, either burglar alarms or fire alarms.

DEDICATION OF UTILITY EASEMENT

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.

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.

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.

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 cost 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 judgement 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 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.

The Architectural Committee has the sole right to amend or adjust any of the above plat restrictions or covenants

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7.

PLAT INVOLVED

The foregoing instrument covers and affects BLUE QUAIL RIDGE, 1ST. ADDITION, also known as BLUE QUAIL RIDGE I.

Dated this 26 day of June, 1985.

BLUE QUAIL RIDGE COMPANY, LTD.
a Limited Partnership

BY: DALE E. TERRELL REVOCABLE LIVING TRUST

[Signature]
BY: DALE E. TERRELL, TRUSTEE
GENERAL PARTNER

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26 day of June, 1985, personally appeared DALE E. TERRELL to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument DALE E. TERRELL REVOCABLE LIVING TRUST, an Oklahoma Trust, as Trustee, 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, for the uses and purposes therein set forth.

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

My Commission Expires:

[Signature] 1987
[Notary Seal]

[Signature]
Notary Public