

STATE OF OKLAHOMA
CLEVELAND COUNTY
FILED FOR RECORD

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PAT DODSON
COUNTY CLERK

OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS

BOOK 2497 PAGE 685

KNOW ALL MEN BY THESE PRESENTS:

MERIDIAN LAND COMPANY, INC., an Oklahoma corporation, hereby certifies that it is the owner of, and the only person or entity having any right, title or interest in and to the following described real property and premises located in Cleveland County, Oklahoma, to-wit:

All of Park Glenn Acres Addition being a part of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ Section 34, Township 10 North, Range 3 West of the I.M., Moore, Cleveland County, Oklahoma, according to the recorded plat thereof.

Said party further certifies that it has caused said property above mentioned to be surveyed into blocks, lots, streets and avenues, and have caused a plat to be made of said tract showing accurate dimensions of lots, rights-of-way, widths of streets and reserves for utilities, and alleys. Said party hereby dedicates to public use all of the streets and avenues in such sub-division, and reserves easements for installation maintenance and utilities, and for drainage within such sub-division, as shown by the recorded plat thereof.

Protective Covenants

For the purpose of providing an orderly development of the entire tract above described, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of said parties and their successors in title to such subdivision, they hereby impose the following restrictions, covenants and reservations, to which it shall be incumbent upon successors in title to adhere.

1. All lots in such subdivision are hereby reserved exclusively for use as single family attached dwellings, and no structure shall ever be erected, altered, placed or permitted to remain on said lots other than single family attached dwellings not to exceed two (2) stories in height. Each dwelling must have a minimum of at least a three (3) car garage for each dwelling.

2. No building shall ever be erected, placed or altered on any building plots within the subdivision until the building plans, specifications and plot plans showing the location of such buildings as to design colors, materials, finishes, roofing design, and conformity and harmony of external design with existing structures, and the finished grade elevation, have been approved in writing by Meridian Land Company, Inc., or by a representative designated by it.

RETURN TO:

CARL McFARLAND
220 E. EUFAULA
NORMAN, OK 73069

In the event such committee member, or its designated representative, fail to approve, within thirty (30) days, any plans or specifications submitted to them, then and in such event, approval will not be required and this covenant shall be deemed to have been fully observed and complied with. Such committee member, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

3. Reserves for installation and maintenance of public utilities are reserved as shown on the recorded plat. Within these areas, no structure, planting or other materials shall be placed or permitted to remain thereon which may damage or interfere with the installation and/or maintenance of such utility areas, or which may change the direction of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each lot and all improvements permitted therein shall be maintained continuously by the owner of the lot affected thereby, except those improvements for which a public authority or utility company may be responsible. All small drainage channels, emergency overflows, and other swells which are important to abutting properties, but are not a part of the drainage systems maintained by a public authority or utility company, shall be the Property Owners responsibility and it shall be the responsibility of the property owner to: (A) Keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swales to get whether they be in the easements or contained in the individual property owners lot, and (B) To provide continuance maintenance of the improvements and easements or of the channels or swales except for improvements for which a public authority utility company or Property Owners Maintenance Association is responsible, and (C) Each lot owner must maintain and leave in place any drainage ditch in front of their property, and further, each lot owner with a creek on or adjoining their property must keep drainage area clear of obstructions.

4. The ground floor area of the main structure, exclusive of covered and opened porches and garage, on all lots within such subdivision shall not be less than 2200 square feet for a one story dwelling, or less than 2000 square feet on the ground floor for a dwelling of more than one story, and the total living space for any dwelling until shall not be less than 2,200 square feet.

5. As to foundations, all residences must be built with a footing and stem wall construction. Pier and grade beam construction shall not be allowed. Further, all exterior brick and rock placed on the residence shall run all the way to the ground, and no stem wall shall be exposed. As to all fireplace flues or chimneys on exterior of premises, or protruding through roof line, the same shall be enclosed with brick or rock exterior.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

7. The following provisions shall be applicable to all out buildings:

i. All out buildings shall be new construction;

ii. They must have concrete floors;

iii. They must conform as to roof pitch, construction and roofing material as the residence to be built on, or located on each lot.

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

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square foot for advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sale.

10. All residences shall be of new construction, and no residence (new or used) may be moved from another area into the subdivision. Mobile homes of any kind, shall not be allowed to be placed or parked, either permanently or temporarily on any lot.

11. No business, trade or activity shall be carried upon any residential lot. No noxious or offensive activity shall be carried upon a lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

12. No building shall be located on any lot nearer to the front lot line, or nearer to any side street line than the minimum building set back line shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than 35 ft. to the front, nor 15 ft. to a side lot line. In addition, the rear minimum building set back line shall be 15 ft., except for those lots adjoining Telephone Road which shall be 25 ft. All garages must face the side or back of a residence.

13. No truck, pickup truck, bus, commercial vehicle, or recreational vehicle of any kind exceeding 3/4 ton shall be parked or permitted to remain on the driveway of, or street adjacent to, any residential plot in this subdivision, except for such period of time as may be absolutely necessary in order to pick up or deliver materials, or to do work or make repairs on the property. It is the intent of this requirement that the owners and occupants of residential buildings in the subdivision shall not use the property upon which they reside, or streets adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle. Further, no truck, automobile, pickup truck, bus, commercial vehicle, boat, or recreational vehicle of any kind shall be allowed to remain on any street adjacent to such lot.

✓ 14. Driveways shall not be used for storage for such items as recreational vehicles, boats, trailers, campers, lumber, etc. Furthermore, such items, including vehicles of any kind, if stored on the premises, shall be done inside a storage building or placed behind a fence so as not to be seen from any portion of this subdivision other than the lot on which it is parked. In addition, any storage of such items shall be on a concrete surface.

15. No lot contained in any block of the subdivision as reflected by the plat map on file shall contain more than one single family residence. It is the intent of this covenant to prevent the re-subdivision of any lots within this addition in any manner whatsoever which would result in the construction of more houses than allowed by City Ordinances.

✓ 16. No fencing shall be installed on the front portion of any lot within this subdivision between the front lot line and the front building set back line. In addition, all fencing shall be chain link or stockade, or other type approved by the committee set forth herein. Provided however, all fencing done on front portion of property between the residence and the side lot line must be of stockade, brick or rock construction.

17. All utility services to any lot within the subdivision shall be underground. In addition, any window type air conditioner installed shall be kept from view of the street.

18. Notwithstanding any provision contained herein, all owners of any lot within the addition must comply with all Moore, Oklahoma Ordinances relating to this addition.

✓ 19. Prior to a residence being occupied, the builder or owner of the property must expend not less than \$1,000 on landscaping the front portion of the lot, which must include, at a minimum, complete sodding of the bar/drainage ditch on front of lot.

20. All lot owners shall continuously maintain landscaping with respect to each of their lots, such as mowing of lawn, planting and maintaining of shrubs and trees.

21. At such time as any unit is painted, or stained, either initially or at a later date, the same shall be in such a color as to harmonize with the existing structures within the addition at all times.

22. Any antenna placed on a residence shall be located so as to not be seen from the front of the property. In addition, any antenna, including satellite antennas, placed on the property, shall be located to the rear of the residence, and shall not be visible from the front of the property.

✓ 23. All mailboxes shall be of brick or stone construction, and shall correspond with the residence located on the respective lot.

24. Any culverts placed on any lot shall be of concrete construction on both ends.

25. The principal exterior of any residential structure shall be at least seventy-five (75%) percent masonry exclusive of eaves, fascia, gables, doors, windows, and garage doors, and the balance of the exterior may be of frame, wood, shingles or other material which will blend together with the masonry. Any deviations from the above must be approved in advance by the committee.

26. All roofing (both initial and replacement) shall be wood or composition, and if composition, shall be a 300 pound composition, and be of a weathered wood appearance. Such roofing shall have a 30 year warranty equal to or superior to that of Heritage Premium, and must meet Underwriters Laboratories Fire and Wind Test pursuant to Federal Specifications SS-S-001534 Class C Type I. All roof lines placed on any residences or outbuildings shall be on a 9/12 pitch.

27. The undersigned owners, or a representative designated by them, hereby reserves and are granted the right and power to record a Special Amendment to the Declaration at any time and from time to time, which amends this Declaration (1) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (2) to induce any of such agencies or entities to make, purchase, furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the such parties to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of the such parties to make, execute and record such Special Amendments. No Special Amendment made by such parties shall affect or impair the lien of any first mortgage upon a lot or any warranties made by an owner to a first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure or guarantee the first mortgage on such owner's lot.

28. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2004, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the owners of seventy-five (75) percent of the lots has been recorded, agreeing to change said covenants in whole or in part.

29. If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violation.

30. Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

Executed at Norman, Oklahoma this 11 day of November, 1993.

MERIDIAN LAND COMPANY, INC., an Oklahoma corporation

ATTEST:

(CORP. SEAL)

By: Gene Methvin
President

John R. Methvin
Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me this 11 day of November, 1993 by Gene Methvin President of Meridian Land Company, Inc., an Oklahoma corporation, by and on behalf of said corporation.

Gene Methvin
Notary Public

My Commission Expires:

3-30-97