

⑥ I/2200

OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS:

AMOS N. MOSES, JR., Trustee of the Amos N. Moses, Sr., Testamentary Trust, hereby certifies that he 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 QUAIL CREEK ACRES NO. 1 ADDITION to Norman, Oklahoma, according to the recorded plat thereof.

Said party further certifies that said property above mentioned has been surveyed into blocks, lots, streets and avenues, and a plat has been filed of record 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 the public use of all the private streets and avenues, (except those areas that have been vacated,) in such subdivision, and reserves easements for installation, maintenance and utilities, and for drainage within such subdivision, 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, he hereby imposes the following restrictions, covenants and reservations, to which it shall be incumbent upon successors in title to adhere.

I.

No building shall ever be erected, placed or altered on any building plots within the subdivision until the building plans, specification 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 Amos N. Moses, Jr. and John R. Mertens. Upon the death or incapacity of Amos N. Moses, his wife, Christine E. Moses shall act in his place. Amos N. Moses, Jr., or his wife, may designate a successor representative committee member. In the event such committee members, or their designated representative, fail to approve, within thirty (30) days, any plans or specification 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 members, nor their designate representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

II.

The plans and specifications mentioned in the preceding paragraph shall additionally indicate all exterior elevation, wall sections, floor plan, plot plan, overall dimensions of residence, set back dimensions, location of septic system, lateral lines, well, and location of any other buildings on the property. The committee shall be entitled to keep a copy of such building plans, and shall at all times, throughout construction, be entitled to inspect the property to determine continual compliance.

STATE OF OKLAHOMA
CLEVELAND COUNTY
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COUNTY CLERK

No fences or outbuildings shall be erected, placed or altered on any building plot in this development until the building plans and specifications and plot plan showing location of such buildings and fences have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the buildings and fences with respect to topography and finished grade elevation, by the committee. In addition, no privacy fence shall be located along rear property line of any lot that backs up to Highway 9 (Imhoff Rd) or 60th Avenue S.E.. All such fencing must be chain link or other type fencing that is visually open. In addition, no outbuildings may be located beyond the front line of any residence.

III.

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than fifty feet (50') to the front lot line, or further than one hundred twenty five feet (125') from the front lot line, or nearer to the rear lot line than fifty feet (50'). No dwelling shall be located nearer than thirty feet (30') to a side lot line, including garages or other outbuildings. Provided however, the Committee may require a seventy-five foot (75') front minimum building setback line if, in their opinion, it would be most advantageous to the placement of such residence at such a distance on such lot. Further, the committee may waive the front 50 foot minimum building setback line only if such restriction imposes a problem as to house location due to wash or drainage area problems. In no event shall the distance between residential buildings be less than sixty feet (60'). For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building. Provided however, that this paragraph shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

IV.

Wells and septic tank systems must conform to minimum State Health Regulations and shall be constructed in accordance with the recommendation called for as result of a percolation test. A dimensional drawing, showing the exact location of all parts of the septic system, as installed shall be filed with the committee prior to receiving final clearance under the Building Permit. It shall be necessary for the contractor, or contractor-builder, prior to covering any septic system, to notify the Health Officer that the septic system is ready for final inspection. In no case may a well be closer than seventy-five feet (75') from any part of a septic tank system nor may a well or septic tank system on any lot be closer than twenty-five feet (25') to a lot line without specific written approval of the committee. No well or septic tank system may be constructed on one lot which would interfere with a properly planned and constructed well and/or septic system on an adjoining lot.

V.

The roof covering of any residence, including the garage built upon any single-family residential plot in this development, shall consist of Timberline type shingles, wood shingles or similar equivalent as determined and approved by the committee. All roofs shall be no less than a 8/12 pitch, unless specifically approved by the committee for contemporary or Santa Fe styled homes. All outbuildings approved by the committee shall have a minimum roof pitch of 6/12 and shall consist of the same roofing material as on the same residential

dwelling. If composition type shingles are installed, they must be weathered wood (gray) in appearance.

VI.

The principal first floor material of the exterior of each wall of a residence or other building in said subdivision shall be not less than seventy percent (70%) brick or stone. Stucco exterior may be allowed upon approval of the committee, only for Santa Fe or contemporary style homes. All outbuildings, except greenhouses, must be approved by the committee and shall be constructed of the same material as the residence to which the same are appurtenant, and the determination of the 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, or other material, must be approved by the committee and may be used on the second story exterior of any residence. Siding of any kind is prohibited, unless approved by the committee.

VI.A

The minimum square footage living area of any residence, exclusive of covered and open porches and garage shall be as follows:

(a) As to Santa Fe or contemporary style homes -- 2300 square feet of air conditioned living space. As to all other type homes -- 1750 square feet of air conditioned living space;

(b) As to all homes with more than one (1) story the minimum square footage living area on the ground floor shall be as follow: Santa Fe or contemporary style homes -- 1400 square feet. As to all other type homes -- 1400 square feet.

VI.B

Any fireplace that is located in the front of any home will have a brick, rock or stucco chase and chimney, and must extend from top to bottom. All non-wood burning fireplaces which exit through the roof may be vented without brick, rock, or stucco veneer.

VII.

No structure shall be erected, altered, placed or permitted to remain on any lot other than single-family dwellings, plus private garages or other outbuildings, as approved by the committee. Garages may be attached, or built in the dwelling and must be at least two cars wide. Carports may be attached or detached from dwelling, and must be at least two cars wide. Carports must have solid wall or semi-solid ornamental wall on the street side and must have brick or stone columns on all corners. Entrance to garage or carport shall be from side or rear and under no conditions face any street. All detached garages or buildings must be stucco or brick on all corners for a minimum of 2' in each horizontal direction and also up the entire height of subject wall on all corners.

VIII.

(a) Every outbuilding, except a greenhouse, erected on any of said lots, shall, unless the committee otherwise consents in writing, correspond in style and architecture to the residence to which it is appurtenant.

(b) Outbuildings such as cabanas, greenhouses, playhouses, servants quarters and similar buildings erected on any of said lots shall be approved in advance of construction by the committee within thirty (30) days after submission of proposal. Proposal must be submitted to any member of the committee.

(c) 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 temporarily or permanently on any Lot.

(d) Upon the commencement of excavation for the construction of a house on any lot or lots, the work must be continuous, weather permitting, until the house is completed. No delay beyond a period of twelve (12) months from the date the house is started shall be permitted, unless further extension of time for the completion of said house is given by the committee in writing.

(e) All owners at owners expense shall have a brick or stone mailbox installed in front of or adjacent to property as required by postal service.

(f) Any window type air conditioners installed must be kept from view of the street.

(g) All residences must face front of lot, except as may be approved by the committee.

IX.

No changes in the topography of a lot are permitted which interferes with proper drainage either on the lot of the owner, or any other lot. No trees may be cut down or removed without prior approval of the committee.

X.

The minimum construction standards will be those contained in the National Building Code, National Electrical Code, National Plumbing Code and the ASHRA.

XI.

No business, trade or activity shall be carried on upon any lot and no noxious or offensive activity shall be carried on upon a lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance as determined by the committee. It shall however be acceptable to carry on a business within the living space of the dwelling providing however there is no outside advertisement or storage of any kind and is approved by the committee, and provided the same does not conflict with any state, Federal or local codes, resolutions or ordinances.

XII.

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

XIII.

(4)

No animals, livestock or poultry of any kind, except house-hold pets, shall be kept on any lot.

XIV.

No sign of any kind shall be displayed to the public view on any lot except, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

XV.

No truck, bus, motor home or other vehicle of any kind used for commercial purposes 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 property in this development shall not use the property upon which they reside, or streets adjacent thereto for the storage or habitual parking of any such commercial vehicle. The restriction also applies to the parking of any such motor homes, horse, cattle, sheep, hog, boat or utility trailers. Such means of transportation when not used for transportation must be parked in back of all single family dwellings.

XVI.

No tank for the storage of oil or other fluids may be maintained above or below ground on any of the lots.

XVII.

No trash, ashes or other refuse may be thrown or dumped on any vacant lot. Each owner of a vacant lot is required to keep said lot in presentable condition and mow said lot, trim and spray trees, and remove trash or refuse, and to keep said lot in a presentable condition at all times. Any non-burnable refuse must be hauled away for disposal. No owner may make use of a vacant lot for dumping, burning or otherwise disposing of refuse. All burning must be done in an incinerator approved by the committee so as to eliminate all fire hazard due to burning.

XVIII.

None of the lots may be subdivided, replatted or rearranged in any manner that would allow a greater number of houses to be constructed than there are building sites now platted, it being the intention of the committee to restrict this property so that a greater number of houses cannot be built than there were building sites originally platted for this purpose.

XIX.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and the areas so shown 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.

The owner of each lot shall provide the required facilities to take and receive electric service to any improvements erected on said lot by means of underground service conductors installed, owned and maintained by the owner of said lot in accordance with plans and specifications furnished by the supplier of electric service leading from source of supply to such improvements.

XX.

It shall be prohibited for any owner to create an ingress or egress to any lot from any section line road. In addition, all lots must have a concrete approach not less than 16' with a tinhorn not less than 15" in diameter. Tinhorns must be cut on a 45 degree angle on each end and encased with 4" of concrete. Any culverts placed on any lot shall be of concrete construction on both ends.

XXI.

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 owner's responsibility and it shall be the responsibility of the property owner to: (A) keep the easements, channels and swells 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 swells to get whether they be in the easements or contained in the individual property owners lot, and (B) to provide continuance maintenance of improvements and easements or of the channels or swells 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.

XXII.

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.

XXIII.

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.

XXIV.

The undersigned owner, or a representative designated by him, hereby reserves and is 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 could 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 of entities to make, purchase, insure or guarantee the first mortgage on such owner's lot.

XXV.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 2006 at which time said covenants shall be automatically extended for successive periods of ten (10) years, provided however, at anytime, by an instrument signed by the owners of seventy five percent (75%) of the lots, such owners may change said covenants in whole or in part.

XXVI.

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.

XXVII.

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 14th day of June, 1996.

Amos N. Moses, Jr.
Amos N. Moses, Jr., Trustee of the
Amos N. Moses Testamentary Trust

STATE OF OKLAHOMA)
) SS.
COUNTY OF CLEVELAND)

the foregoing instrument was acknowledged before me this 14th day
of June, 1996, by Amos N. Moses Jr., Trustee of the
Amos N. Moses Testamentary Trust.



Janet E. Shiner
Notary Public

MY COMMISSION EXPIRES:
9-26-99

**AMENDMENT OF CERTIFICATE,
DEDICATION AND RESERVATIONS**

WHEREAS, on June 14, 1996, there was filed in Book 2738, Page 833, a certain Owner's Certificate, Dedication and Reservations for Quail Creek Acres No. 1 Addition, to Norman, Oklahoma, according to the recorded plat thereof, and contained therein.

WHEREAS, such Reservations provided that the same could be amended by an instrument signed by the owners of seventy-five percent (75%) of the lots contained therein.

Such lot owners of the said addition now desire to amend said Reservations, all as hereinafter set forth.

NOW, THEREFORE, the undersigned parties executing this document, the same constituting at least, or more than seventy-five percent (75%) of the lot owners within said addition, do herewith amend such above mentioned Reservation in the following manner:

1. Paragraph III of said Reservations shall be amended to read as follows:

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than fifty (50) feet to the front lot line, or nearer to the rear lot line than fifty (50) feet. No dwelling shall be located nearer than thirty (30) feet to a side lot line, including garages or other outbuildings. Provided however, the Committee may further limit the front building setback line if in their opinion, it would be most advantageous to the placement of such residence on such lot. Further, the committee may waive the front fifty (50) foot minimum building setback line only if such restriction imposes a problem as to house location due to wash or drainage area problems. In no event shall the distance between residential buildings be less than sixty (60) feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building. Provided however, that this paragraph shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

2. Paragraph IX of said Reservations shall be amended to read as follows:

No changes in the topography of a lot are permitted which interferes with proper drainage either on the lot of the owner, or any other lot. No live, healthy trees over five (5) inches in diameter may be cut down or removed without prior approval of the committee.

3. Paragraph XVII of said Reservations shall be amended to read as follows:

No trash, or other refuse may be thrown, dumped or stored on any lot. Each owner of a lot is required to keep said lot in presentable condition and mow said lot, trim trees, and remove trash or refuse, and to keep said lot in a presentable condition at all times. Any non-burnable refuse must be hauled away for disposal. No owner may make use of a lot for dumping or otherwise disposing of refuse. All burning must be done in accordance with city ordinances.

4. Paragraph XX of said Reservations shall be amended to read as follows:

It shall be prohibited for any owner to create an ingress or egress to any lot from any section line road. In addition, all lots must have a concrete approach not less than sixteen (16) feet with a tinhorn not less than fifteen (15) inches in diameter. Tinhorns must be cut on a forty-five (45) degree angle on each end and encased with four (4) inches of concrete. Tinhorns however, shall only be required if the Architectural Committee determines that one is needed because the drainage of the property requires it. Any culverts placed on any lot shall be of concrete construction on both ends.

5. Paragraph XXIII of said Reservations shall be amended to read as follows:

Any antenna larger than 18 inches in diameter, 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.

Except as hereinabove set forth, the original Owner's Certificate, Dedication of Reservation recorded in Book 2738, Page 833 shall remain in full force and effect.

This instrument dated as the hereinafter reflected acknowledgments of the parties executing the same.