

John W. Johnston
P. O. Drawer 20790
Oklahoma City, Oklahoma

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BCO 4297 PC 1043

OWNERS CERTIFICATE AND RESTRICTIONS
TO
SECTION 11, QUAIL CREEK

A part of Section 24, Township 13 North,
Range 4 West of the Indian Meridian, in
Oklahoma City, Oklahoma County, Oklahoma

RECORDED
INDEXED
JUN 21 1 39 PM '76
STATE OF OKLAHOMA
RECORDS & COURTS
SECTION 11, QUAIL CREEK

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Landco Inc., a Corporation, being the owner of the land shown on the accompanying plat has caused said properties to be surveyed and platted under the name of SECTION 11, QUAIL CREEK, a part of Section 24, Township 13 North, Range 4 West of the I.M., in Oklahoma County, Oklahoma, 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 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 subdivision of said tract, we hereby impose the following restrictions and reservations to which it shall be incumbent upon our successors to adhere.

USE OF LAND:

All lots shall be used for Commercial purposes.

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 an Architectural Committee composed of three members selected by the Company.

In the event of the death or refusal to act of any member, a successor shall be selected in the same manner as provided for in the selection of the original member. If no answer is received within thirty (30) days, then the owner may commence construction as planned.

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OWNERS CERTIFICATE AND RESTRICTIONS - Continued #2

No fences, walls or signs 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, as herein constituted, and that in approving the building of any fence or wall, or 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 side 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.

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.

No noxious or offensive business, trade or 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.

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 twenty-one (21) years from the date of this instrument, and shall automatically be extended thereafter for successive periods of ten years, providing, however, the owners of the fee simple titles to the lots having more than fifty (50%) per cent of the total area of the lots shown on the plat may release all the lots hereby restricted from any one or more of said restrictions and may release any lot from any restriction created by deed from the Company at the end of the first twenty-one (21) year period, or any ten year period thereafter, by executing and acknowledging an appropriate agreement or arrangement in writing for such purpose and filing same for record in the office of the County Clerk of Oklahoma County, Oklahoma, at least five years prior to the expiration of the first twenty-one (21) year period, or any ten year period thereafter.

The Company by appropriate instrument, may assign or convey to any person, organization, or corporation, any or all of the rights, reservations, easements and privileges herein reserved by the Company, and upon such assignment or conveyance being made, its assigns or grantees may at their

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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 instrument.

LANDCO INC., a Corporation

ATTEST:

Joe C. Rogers
Joe C. Rogers, Assistant Secretary

By: *John W. Johnston*
John W. Johnston, President

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 3rd day of December, 1974, personally appeared JOHN W. JOHNSTON, to me known to be the identical person who subscribed the name of the maker thereof to the above and foregoing owners certificate and dedication as its 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: 1/21/77

Shada Noble
Notary Public