

KNOW ALL MEN BY THESE PRESENTS:

THAT Vero Investments, Inc. an Oklahoma corporation, hereby certifies that it is the owner of, and the only person, firm or corporation having any right, title or interest in and to the following described real estate and premises situated in Cleveland County, Oklahoma, to-wit:

All of Country Place Addition Section 1 to City of Oklahoma City, Oklahoma, according to the recorded plat thereof more particularly described on attached Exhibit A;

Said corporation further certifies that it has caused the said property, designated aforesaid, to be surveyed into blocks, lots, streets and avenues, and has caused a plat to be made of said tract, showing accurate dimensions of lots, setback lines, rights-of-way, widths of streets and reserves for utilities. Said corporation hereby dedicates to public use all the streets and avenues within such subdivision; easements for the installation and maintenance of drainage; and utility easements within the subdivision as shown on the recorded plat. All lands so dedicated to public use are free and clear of all encumbrances.

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 said corporation and its successors in title to lots and blocks within the subdivision, it hereby imposes the following restrictions, covenants and reservations to which it shall be incumbent upon successors in title to adhere.

1. All lots within said Addition are hereby designated as single family residential building plots. No structure shall be erected, altered, placed or permitted to remain on any such residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three or less than two automobiles, and other outbuildings incidental to residential use of the plot.

2. No structure, whether residence, accessory building, tennis court, swimming pool, antenna (on a structure or on a lot) flag poles, fences, walls, treehouses, platforms, exterior lighting, or other improvements, shall be constructed or maintained upon any lot, and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof; the location of the structure plotted horizontally and vertically; the location and size of driveways; the general plan of landscaping, fencing, walls and windbreaks; and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved deposited with the Architectural Control Committee. The Architectural Control Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association. The initial members of which shall be Gene McKown, Vernon McKown and Mike Deskin.

3. Only house numbers which are furnished by the Declarant shall be used and maintained on the property. Further, all mail boxes used must be approved by the Architectural Control Committee.

4. The Architectural Control Committee shall exercise its best judgement to see that all improvements, construction, landscaping and alterations with the Property conform to and harmonize with existing surroundings and structures.

5. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within the thirty (30) days after requests have been submitted, approval will not be required, and the same shall be deemed to have been fully complied with.

6. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.

7. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

8. The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of frame, wood, shingles or other materials which will blend together with the masonry. It is the intention of this restriction to allow panels of other materials other than masonry to be used, but in no event shall a continuing wall consisting of thirty-five percent (35%) of the exterior of the residence be built of any material other than masonry. This restriction is intended to restrict a substantial portion of the principal exterior of residences to masonry construction, but it is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved in advance by the Architectural Control Committee.

9. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.

10. The lot and any building or structure now or hereafter erected thereon shall be occupied and used for single family residence purposes only. All proposed plans for structures shall be approved by the Architecture Control Committee. However, all buildings and structures now or hereafter erected on a lot shall comply with the additional following conditions and restrictions:

A. The square footage of each dwelling house constructed shall have a minimum square footage of 1,500 square feet. The ground floor area of the main structure, exclusive of covered and open porches and garage, shall be not less than Fifteen Hundred (1,500) square feet for any one story dwelling, or less than Eight Hundred (800) square feet on the ground floor for a dwelling of more than one story, but the total living space per dwelling shall not be less than One Thousand Five Hundred (1,500) square feet.

B. All roofs shall be completed using shingles with a minimum weight of 240 pounds per square and shall be "weatheredwood" (gray in color) or the equivalent. The roofs must have a minimum pitch slope of 4 and 12. All other roofs must be approved by the Architectural Control committee in writing.

11. No truck, boat, bus, camper, trailer, recreational or commercial vehicle of any kind or any motor vehicle other than a standard passenger car or standard passenger pick-up shall be parked or permitted to remain on the driveway of, or in the front yard of, or street adjacent to, any residential plot in the 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 street adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle, other than the said standard passenger car or passenger pick-up. Said prohibited vehicles may be kept on a lot provided they are totally concealed. Under no conditions may such a prohibited vehicle be occupied, temporarily or permanently, as a residence.

12. Garage conversions are prohibited. Garages may not be structurally altered as an extra room addition or for the propose of any residential or commercial use.

13. The owner of each lot shall keep the lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded or sodded and mowed, shrubbery trimmed and painted exterior surfaces repainted all in a manner and with such frequency as is consistent with good property management.

14. In the event the owner of any lot fails to maintain the lot and the buildings and other improvements thereon as provided herein, the Association, after ten (10) days written notice to the owner and with the approval of the Board of Directors, shall have the right to enter upon the lot to perform such work as is reasonably required to restore the lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with restoration shall be reimbursed to the Association by the owner of the lot, upon demand. All unreimbursed costs shall be a lien upon the lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with the terms of a Property Owners Association governing this addition.

15. Reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these utility reserves no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utilities, or which may change the direction or 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 reserves area of each lot and all improvements permitted therein shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflow, and other swales which are important to abutting properties, but are not a part of the drainage system 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 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 whether they be in easements or contained on the individual property owner's lot; and (b) to provide continuous maintenance of the improvements in the easement or of the channels or swales, except for the improvements for which a public authority, utility company, or property owners maintenance association is responsible.

16. No television, radio or other antenna shall be placed on any lot or improvement to a height exceeding five (5) feet above the highest point of any residence. In addition, no antenna of any kind, including satellite antennas or dishes shall be installed on any lot in the front yard, or side lot forward of the front fence line.

17. Any window type air conditioner installed shall be kept from view of the street.

18. 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, or nearer to the rear lot line permitted by City ordinances. No dwelling shall be located nearer than 5 feet to a side lot line.

19. 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 or the Architectural Control Committee may, at its discretion, mow said lot, trim and spray trees, remove trash or refuse and levy a lien on said lot for the cost involved. Refuse must be hauled away for disposal. No owner may make use of a vacant lot for dumping, burning or otherwise disposing of refuse.

20. No owner of any lot within said addition shall demand or receive electric service from overhead wire facilities so long as electric service is available from underground distribution systems. The owner of each lot shall provide the required improvements erected thereon by means of underground service conductors installed, owned and maintained in accordance with plans and specifications furnished by the electric service supplier leading from the source of supply in the utility reserve to such improvement. In addition, no above-ground tank shall be installed or placed on the property, nor shall there be any antennas, transmission towers, etc., without written consent from the Architectural Control Committee.

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

22. No structure of a 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.

23. No fence shall be installed on the front portion of any lot in this subdivision between the front lot line and the front building setback line. All the fencing shall be 6 foot wood privacy fencing. They shall be constructed with the smooth side facing outward to the common areas and public streets. Any deviation to this shall be approved by the Architectural Control Committee.

24. No detached garage or other outbuilding shall be permitted in any easement reserved for utilities.

25. 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.

26. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, 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 construction and sales period.

27. All residences shall be of new construction, and no residence, part of a residence, or garage, may be moved from another area into this subdivision. Mobile homes, of any kind, shall not be allowed to be placed or parked, either permanently or temporarily, on any lot.

28. All houses are to face the front of the lot, except as may be approved by the Architectural Control Committee in writing.

29. All lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the Architectural Control Committee. All garbage cans or refuse areas are to be fully screened and covered from view from the street and from adjoining lots.

30. The undersigned Declarant, or a representative designated by it, hereby reserves and is granted the right and power to record a Special Amendment to these Restrictions at any time and from time to time, which amends the same: (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 such agencies or entities to make, purchase, insure or guarantee any first mortgage on such owner's lot. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the said party to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, or other evidence thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of 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 any first mortgage on such owner's lot.

31. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of ninety percent (90%) of the lots stating that this Declaration shall expire at the end of the then current term.

32. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) to the lots, and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots. Any amendment must be recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

33. Notwithstanding any other provisions of these restrictions, Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the property or any party thereof or any lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the property or any parts thereof or any lots thereon for federally approved mortgage financing purposed, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

34. Each owner shall register in writing his mailing address with the Association, and notice or demands intended to be served upon an owner shall be sent by certified mail, postage

