

CONTINUATION OF ABSTRACT OF TITLE TO LANDS DESCRIBED IN CERTIFICATE HEREETO.

OWNER'S RESTRICTIONS AND PROTECTIVE COVENANTS
 CANYON NORTH ADDITION - , A SUBDIVISION OF PART
 OF THE NW 1/4 OF SECTION 28, TOWNSHIP 13 NORTH, RANGE
 4 WEST, I.M., Oklahoma County, Oklahoma.

This instrument filed for record February 17, 1977 at 2:38 P.M.
 Recorded in Book 4347, Page 707, records of Oklahoma County, Okla.

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, CANYON NORTH DEVELOPMENT, CO., a
~~corporation~~, hereby certifies that it is the owner of and the only
 person or persons, corporation or corporations, having any
 right, title or interest in and to the lands described as follows,
 to-wit:

Plat of CANYON NORTH ADDITION, - , a subdivision
 of part of the Northwest Quarter (NW 1/4) of Section
 Twenty Eight (28), Township Thirteen (13) North, Range
 Four (4) West of the Indian Meridian, in Oklahoma County,
 Oklahoma.

It further certifies that it has caused said tract of land 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,
 set back lines, designating said tract of land as CANYON NORTH ADDITION
 SEC. 3, and hereby dedicates to public use all the street and avenues
 within the subdivision and reserves for installation and maintenance
 of utilities the utility easements as shown on the recorded plat of
 CANYON NORTH ADDITION - , all lands so dedicated to public use are
 free and clear of all encumbrances,

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 itself or its successors in title
 to the subdivision of said tract, it hereby imposes the following
 restrictions and reservations to which it shall be incumbent upon its
 successors to adhere.

1, All lots within the subdivision shall be known and designated
 as single family residential building plots. No structures shall be
 erected, altered, placed or permitted to remain on any residential
 building plot other than one detached single family dwelling, not to
 exceed two stories in height and a private garage for not less than
 Two (2) and not more than Three (3) automobiles, or covered carport for
 not less than Two (2) and not more than Three (3) automobiles said
 carports must open to the side lot lines and must be closed on the
 street side, and other outbuildings incidental to residential use of
 the plat,

2. No building shall be erected or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished grade elevation by a committee composed of ROBERT E. RICKARD, JOE C. BYNUM AND HELEN C. RICKARD, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members, shall have full authority to designate a successor. In the event said committee, or its designated representatives fails to approve or disapprove within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of construction of said plans, approval will not be required and this covenants shall be deemed to have been fully ~~complied with~~. Neither the members of such committee, nor its designated ~~representative~~ shall be entitled to any compensation for services performed pursuant to this covenants. The committee shall have the authority to amend or change any of the restrictions contained in this document as they relate to building materials, signs, fencing or walls, as they see fit. Any such amendment or change must be secured in writing from said committee before any person or persons may proceed with the construction of any building or the erection of any sign, fence or wall.

3. 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 25 feet to the front lot line, or farther than 40 feet from the front lot line, or nearer than 10 feet to the rear lot line. No building shall be located on any lot nearer to the lot side line than 5 feet. The sum of side yards and the distance between buildings shall be a minimum of 10 feet for all dwellings. No detached garage or other building shall be located nearer than 3 feet to a side lot line or nearer than 60 feet from the front lot line, or nearer than 10' to the rear lot line.

For the purpose of this covenants, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. No main residential building shall ever be erected, placed or constructed on any lot or building site in this subdivision unless at least seventy per cent (70%) of the first floor exterior walls thereof be of brick, brick veneer, stone or stone veneer, provided, however, that all windows or doors located in said exterior walls shall be excluded in the determination of the area of seventy per cent (70%) of said exterior walls, and further provided that where a gable-type roof is constructed and a part of the exterior walls are extended above the interior room ceiling line due to the construction of such gable-type roof, then that portion of such wall or walls extending above the interior room ceiling height may be constructed of wood material and also likewise excluded from the square foot area

-continued-

in determining what constitutes seventy per cent (70%) of the exterior walls of said residential building.

5. No dwelling shall be erected on any building plot, which plot has an area of less than 6000 square feet or a width of less than 50 feet at the front minimum building set-back line.

6. No business, trade or activity shall be carried on upon any residential 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 an annoyance or nuisance to the neighborhood. No mobile home, trailers, camper, boat, moter home, truck or like equipment may be parked, stored, kept, repaired or serviced on any lot between the building line and the front property line and or, on corner lots, the side building line and street side property line for each lot as shown on the recorded plat of CANYON NORTH ADDITION - . The intent of this covenant is to prohibit the parking or storage of any or all vehicles or equipment other than conventional passenger automobiles in operating condition, in the afore described areas of each lot.

7. 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.

8. No existing structures of any type may be moved onto any lot in this addition from another location.

9. The ground floor living area of the main structure constructed, placed or erected on any single family dwelling lot shall be not less than 1,500 square feet, exclusive of one story open porches and garages for any one story dwelling, nor less than 1,500 square feet total floor area for any single family dwelling of more than one story. No asphalt roofing material shall be used on any structure located on any lot in CANYON NORTH ADDITION - , of le-s quality than 235 lbs, asphalt tri-tab singles. This covenant does not exclude the use of mopped-on, built-up gravel roof, wood shingles, clay tile or other roofing material approved by the building committee provided for in Paragraph Two above.

10. No fences or walls shall be installed on the front portion of any lot in this subdivision between the front lot line and the front building set-back line or on the side street, side lot line and the side building set-back line for a corner lot as shown on the recorded plat of CANYON NORTH ADDITION - except by written permission from the "building committee".

11. No detached garage or other outbuildings shall be permitted in the easements reserved for utilities.

12. No animals, 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.

13. No novious or offensive trade or activity shall every by carried on upon any lot in CANYON NORTH ADDITION - , nor shall



anything ever be done thereon which may be or become an annoyance or nuisance to the neighborhood.

14. No trash, ashes or other refuse may be thrown, placed or dumped on any vacant lot in CANYON NORTH ADDITION -

15. The construction or maintenance of bill boards, or advertising boards or structures on any lot in CANYON NORTH ADDITION - , is prohibited. This prohibition, however, shall not affect signs or bill boards advertising the rental or sale of such property, provided that they do not exceed Ten (10) square feet in size, unless specific written consent for a larger size is obtained from the building committee previously set out in Paragraph Two above.

16. No leaching cesspool shall ever be constructed and/or used on any Lot and/or Block in CANYON NORTH ADDITION -

17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until Jan. 1, 2025, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

18. If the parties hereto or any of them, or their heirs, successors or assigns shall violate or attempt to 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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

19. Invalidation of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS our hands at Oklahoma City, Oklahoma, this 4th day of February, 1977.

(SEAL)

CANYON NORTH DEVELOPMENT CO.,
A CORPORATION

ATTEST: HELEN C. RICKARD
Secretary

BY: ROBERT E. RICKARD
President

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS: On this 4th day of Feb. 1977, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared ROBERT E. RICKARD, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument 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.

(SEAL)

JEAN FLANIKEN, Notary Public

My commission expires: 10-31-78