

COVENANTS, RESTRICTIONS AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS:

That WILLIAM O. PALMER AND MARTHA S. PALMER, TRUSTEES, or their successors in trust, under the WILLIAM O. PALMER LIVING TRUST, dated December 20, 1991, and MARTHA S. PALMER AND WILLIAM O. PALMER, TRUSTEES, or their successors in trust, under the MARTHA S. PALMER LIVING TRUST, dated December 20, 1991, hereinafter referred to as "Declarant", 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 LOGAN, County, Oklahoma, to wit:

A PART OF THE NORTHEAST QUARTER (NE/4) AND THE SOUTHEAST QUARTER (SE/4) OF SECTION EIGHTEEN (18), TOWNSHIP FIFTEEN (15) NORTH, RANGE ONE (1) WEST OF THE INDIAN MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

That for the purposes of orderly development of the property and further for providing restrictive covenants for the benefit of the present owner and its successors in title, the following use restrictions are hereby established upon the real property hereinafter described.

1. Definition:

"Tract" or "Lot" shall mean any one of the parcels of real property designated as a tract on Exhibit "A" attached hereto.

2. Single Family Residential Use:

Each of the above described Tracts shall be known and designated as a residential building plot. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling and a private garage of not more than four automobiles and other barns and out-buildings incidental to rural acreage residential use thereof.

3. Minimum Residence Size:

The floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,500 square feet for a one-story dwelling. The ground floor area of a dwelling of more than one story shall be not less than 1,000 square feet.

4. Building Limit Lines:

No building shall be located on any of the above described property nearer to the front lot line or nearer the rear lot line than 50 feet. No dwelling shall be located nearer than twenty-five (25) to a side lot line, provided however, 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 construed to permit any portion of a building on a lot to encroach upon another lot.

5. New Construction:

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. Barns and Outbuildings must be constructed of roofing and other materials similar to those used in the principal residence and be in harmony of style with the residence. It is the intent that all outbuildings be constructed in a workmanlike manner and that pole barns or corrugated metal barns may be constructed.

6. Driveways:

All driveway approaches must be constructed with concrete, asphalt. Driveways may be constructed of concrete, asphalt or gravel and shall be kept well maintained.

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When recorded send to Century 21 Mark V, Attention Recie Kephart, 301 S. Bryant, Building C-100, Edmond, OK 73034

199070851/WAL.PUS

CATCO/EDMOND

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7. Roofs:

The initial roof of all dwellings built on the above described property must be of wood cedar shingles or composition material shingles equal in quality to Prestique Plus Shingles manufactured by Elk Roofing or equal to Timberline Ultra Shingles manufactured by Owens Corning.

8. Exteriors:

The principal exterior of any residential structure shall be at least Fifty percent (50%) masonry exclusive of eaves, fascia, gables, doors, windows and garage doors and the balance of the exterior may be frame, wood, shingles or other material which will blend together with the masonry. Log Homes will be permitted and the masonry requirement is excluded on Log Homes.

9. Foundations:

Any building erected using pier and grade beam foundation must be constructed so that no part of the concrete beam is exposed above the ground level.

10. Landscapes:

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

11. Business - Trade - Nuisance:

No business, trade or activity shall be carried on, upon any residential building plot. No noxious or offensive activity shall be carried on, upon any lot nor shall any thing be done thereon which may be or may become an annoyance or nuisance to the neighborhood, provided however, horses may be boarded or raised for profit.

12. Condition of Property:

All lots are to be kept clean and free at all times from all litter, debris, junk vehicles, junk machinery and all other trash and junk of any nature.

13. Repair of Buildings:

No building or structure upon any lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

14. Temporary Occupancy:

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.

15. Signs:

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 building to advertise the property during construction and sales period.

16. Machinery and Equipment:

No machinery or equipment of any kind shall be placed, operated or maintained upon any lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a residence, appurtenant structures, or other improvements.

17. Animals and Fowls:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except as follows:

- (a) Swine or goats are prohibited on any lot subject to these restrictions.
- (b) No hogs or fowl of any kind shall be permitted on any lot unless said animal is a specific project of the F.F.A. or 4-H Chapter of the Guthrie School district and then only if the project is verified by the Superintendent or Principal of the School.
- (c) The Owner of any lot may keep one (1) horse, one (1) cow, two (2) sheep, or one (1) llama for each one (1) acre contained in said residential lot, with a fractional acre in excess of one-half (1/2) acre counting as one (1) acre for the purpose of determining the allowed number of animals.
- (d) The owner of any lot may keep thereon dogs and cats and other normal household pets, provided that such dogs, cats and other pets shall not be kept, bred or maintained for commercial purposes. All pets shall be prohibited and restrained from running loose and shall be maintained in a healthful, clean and non-offensive environment.

18. Diseases or Insects:

No owner shall permit any thing or condition to exist upon any lot that shall induce, breed or harbor infectious plant diseases or noxious insects.

19. Enforcement:

Should the owner or tenant of any of the above described tracts violate any of the restrictive covenants or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein after reasonable notice, then in such event, any owner of any property subject to these restrictions may institute legal proceedings to enjoin, abate, or correct such violations, and the owner of that block, lot or lots or building site permitting the violation of such restriction or conditions shall pay all attorneys fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, and attorney's fees, court costs and other expenses allowed and assessed by the Court for the aforesaid violation or violations shall become a lien upon the land as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action so brought to enforce such restrictions in the manner provided by law.

20. Term – Amendments:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a term of Twenty (20) years from the date of recordation of this instrument, at which time said covenants shall be automatically extended for successive periods of Ten (10) years each, unless an instrument signed by the Owners of seventy-five percent (75%) of the lots has been recorded, agreeing to terminate or amend these covenants, in whole or in part. These covenants may be amended at any time by a vote of Owners representing not less than seventy-five percent (75%) of all Owners' interest in the lots. Such Amendment shall be effective only upon the recordation of an instrument setting forth the Amendment signed by the Owners of not less than seventy-five percent (75%) of the lots. No amendment shall affect the rights of Declarant herein unless approved to by Declarant in writing.

21. Invalidation:

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

IN WITNESS WHEREOF, the undersigned owners have caused this instrument to be executed this 4th day of August, 1999.

WILLIAM O. PALMER LIVING TRUST, dated December 20, 1991

By: [Signature] ^{Trustee} William O. Palmer, Trustee By: Martha S. Palmer, Trustee ^{Trustee} Martha S. Palmer, Trustee

MARTHA S. PALMER LIVING TRUST, dated December 20, 1991

By: Martha S. Palmer, Trustee ^{Trustee} Martha S. Palmer, Trustee By: [Signature] ^{Trustee} William O. Palmer, Trustee

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 4th day of August, 1999, by William O. Palmer, Trustee and Martha S. Palmer, Trustee of the WILLIAM O. PALMER LIVING TRUST, dated December 20, 1991 and Martha S. Palmer, Trustee and William O. Palmer, Trustee of the MARTHA O. PALMER LIVING TRUST, dated December 20, 1991.

[Signature]
Notary Public

My Commission Expires:
5-7-2002

LEGAL DESCRIPTION
EXHIBIT 'A'

A part of the Northeast Quarter (NE/4) and the Southeast Quarter (SE/4) of Section Eighteen (18), Township Fifteen (15) North, Range One (1) West of the Indian Meridian, Logan County, Oklahoma, more particularly described as follows:

- Beginning at the Southeast corner of Section Eighteen (18);
- Thence North 0°09'08" East along the East line of Section Eighteen (18) a distance of 5082.67 feet to the Southeast corner of a 2.00 acre tract;
- Thence South 89°50'21" West and parallel to the North line of the said Northeast Quarter (NE/4) a distance of 417.42 feet to the Southwest corner of said 2.00 acre tract;
- Thence North 0°09'08" East and parallel to the East line of the said Northeast Quarter (NE/4) a distance of 208.71 feet to a point on the North line of the said Northeast Quarter (NE/4);
- Thence South 89°60'21" West along the said North line of the Northeast Quarter (NE/4) a distance of 1241.04 feet;
- Thence South 0°09'08" West and parallel to the East line of the Northeast Quarter (NE/4) and the Southeast Quarter (SE/4) a distance of 5290.01 feet to a point on the South line of the said Southeast Quarter (SE/4);
- Thence North 89°53'11" East along the said South line of the said Southeast Quarter (SE/4) a distance of 1658.46 feet to the POINT OF BEGINNING, containing 199.4308 acres, more or less.

STATE OF OKLAHOMA
 LOGAN COUNTY, OKLA.
 FILED FOR RECORD
 1999 AUG 12 AM 11:04
 MARY LOU ORNDORFF
 COUNTY CLERK

