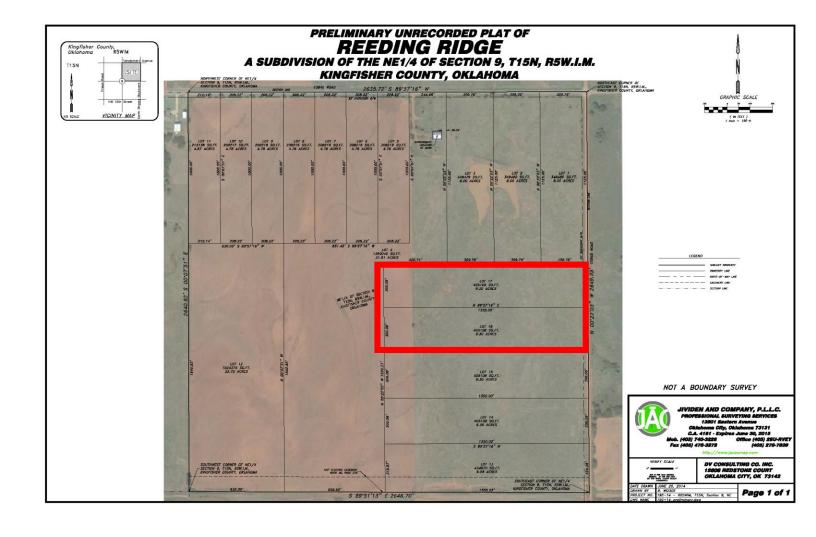
18.6 +/- acres in two tracts located in Reeding Ridge located just three miles west of Cashion,OK. The East West road is blacktop road E0840 and the North South road is N2960 (Mustang). Some restrictions go with the land and are attached.



### **EXHIBIT A**

# OWNER'S CERTIFICATE, DEDICATION AND RESTRICTIONS REEDING RIDGE

A SUBDIVISION OF THE NE ¼ OF SECTION 9, T15N, R5W.I.M KINGFISHER COUNTY, OK

## KNOW ALL MEN BY THESE PRESENTS:

That, the Patel Family Trust (Declarant), hereby certifies that it is the owner of, and the only entity having any right, title or interest in and to the real estate above described.

It further certifies that it has caused the above described property to be survey into eighteen (18) numbered tracts, inclusive, showing easements; and has caused a survey to be made of said tracts showing accurate dimensions of each tract, including access easements. Said survey is attached hereto, marked Exhibit "A" and made a part of this Certificate.

For the purpose of providing an orderly development of all the above described property and for the further purpose of conforming the development and providing adequate restrictive covenants for the benefit of themselves and their heirs and assigns in title to the aforesaid lots, the owner does hereby impose the following restrictions and reservations on the entire portion of said REEDING RIDGE to which it shall be incumbent upon their heirs and assigns in title to adhere, and any person or persons, corporation or corporations, hereinafter becoming the owner or owners, either directly or through any subsequent transfers or in any manner whatsoever of any portion of any tract included in REEDING RIDGE shall take, old and convey same, subject to the following restrictions and reservations, to-wit:

### 1. ARCHITECTURAL APPROVAL:

No building, fence, hedge, privacy enclosure wall, retaining wall, driveway, sign, swimming pool, tank, hot but, greenhouse, freestanding mailbox, gazebo, or structure of any kind (structure) shall be commenced, erected or maintained on any of the subject property, nor shall any addition thereto, including awnings, or change or alterations therein, included alteration in exterior color or design, be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, locations and approximate cost of the structure, addition or alteration shall have been submitted to and approved in writing by the Declarant or its assigns. Declarant, or its assigns shall have absolute discretion to determine whether or not the proposed structure, addition or alteration appears to be in conformity and harmony with existing structures in REEDING RIDGE. Further all changes in topography and finished grade elevation must be included in writing by Declarant or its assigns. If Declarant or its assigns, fails to approve or disapprove the plans and specifications within thirty (30) days after receipt it shall be deemed to constitute approval. Provided nothing herein shall prevent any other property owner, Declarant or its assigns from instituting suit to enjoin the construction of a structure, addition or alteration which does not comply with these Covenants and Restrictions.

The name, address and phone number of the builders contracted to construct any part of the structure, addition or alteration shall be submitted together with the plans and specifications. (REEDING RIDGE RESTRICTIONS page 1)

Once work commences or material is delivered to the building site, all construction must be completed within one year thereafter. For each day in excess of the one year time period the owner shall be subject to \$50.00 per day damages payable to Declarant, such amount representing reasonable liquidated damages, unless an extension is approved in writing by Declarant, its successors or assigns.

Declarant shall not be liable for damages to any person submitting request 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 any such request.

- 2. BUILDING RESTRICTIONS:
- a. All lots and tracts shall be used exclusively as single family residential lots, unless specifically provided for otherwise herein.
- b. No residential dwelling shall be erected on any residential lot other than one single family dwelling. For the purpose of this restriction, lot shall include the original lots as set forth on Exhibit "A" and any subdivided lot as provided for herein.
- c. No residential dwelling shall be erected on any lot other than one single family dwelling consisting of a minimum of 1,600 square feet of living area, exclusive of patios, porches, garages, balconies and outbuildings. All dwellings shall have a minimum of a two (2) car garage attached to the dwelling. Lot #'s 12 18 inclusive would allow a residential single family dwelling to be constructed from metal at a minimum of 1,600 square feet of living area. The plans must be approved by the Architectural Committee.
- d. Residential dwellings shall be a minimum of 70% brick, rock stucco or log.
- e. All residential dwellings and supporting outbuildings shall be of new construction, approved by the Architectural Committee. Except as may be allowed pursuant to Paragraph 2 (f), o trailer, mobile home, prefabricated home, pre-manufactured home, barn, tent, shack, garage or other outbuildings erected on the tract shall at any time be used as a residence, temporarily or permanently. In addition, except as otherwise specifically allowed herein, no structure previously used for any purpose shall be moved onto any lot.
- f. No garage or outbuilding on any lot shall be used as a residence except during construction of the residential for a period of no longer than one (1) year after the commencement of construction.
- g. No business, trade or activity shall be carried on upon any tract, said tracts being for single family residential purposes only. Provided, and subject to the limitations set forth herein concerning large animals, this provision shall not prohibit the use of any tract for agricultural purposes, or the training or keeping of livestock including horses. These uses shall not be considered a business, trade or activity under this section. This provision shall not prohibit a home occupation business such as daycare, accounting, or sales, so long as such occupation, or any activity, does not create a nuisance, public or private.

- h. No vehicle, or machinery, that is in salvage condition, or is in the process of being torn down or repaired, or is in a state of junk or any other type of salvage or junk material, is to be placed, or kept, or permitted to remain on any lot unless such salvage or junk vehicle, machinery or material is completely enclosed within a structure.
- No lot shall be subdivided, divided, or split which would result in a lot of less than six (6) acres.
   Furthermore, no lot shall be subdivided, divided or split unless approved by the Architectural Committee.
- j. There shall be no more than four (4) large animals kept on tracts of five (5) acres or less, and no more than six (6) large animals kept on tracts larger than eight (8) acres.

# ADDITIONAL TERMS AND PROVISIONS OF COVENANTS AND RESTRICTIONS

- 1. These Covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of 21 years following the date of filing said Covenants with the County Clerk, at which time said Covenants shall automatically be extended for successive periods of ten (10) years; provided, however, with consent of the Declarant, a vote of at least 75% of the lot owners (one lot equals one vote) of REEDING RIDGE will be sufficient to change these Covenants in while and in part so long as same are filed of record as these Restrictions and Covenants shall be filed.
- 2. Should the owner and /or tenants of any lot, tract, or building site violate any of the restrictive covenants and /or conditions contained herein and thereafter refuse to correct same and to abide by said restrictions and covenants contained herein after reasonable notice, then in such event any owner of any tract or lot in said addition man institute legal proceedings to enjoin, abate and/or correct such violation or violations, and the owner of the tract or building site permitting the violation of such restrictions and /or conditions shall pay all attorney's fees, court costs and other necessary expenses incurred by the person instituting shch legal proceedings to maintain and enforce the aforesaid restrictions and conditions, said attorney's fees to be fixed by the Court, and it is further agreed that the amount of said attorney's fees, court costs and other expenses allowed and assessed by the Court for the aforesaid violation or violations shall become a lein upon the land as of the date legal proceedings were originally instituted and said lien shall be subject to foreclosure in such action filed to enforce such restrictions in the same manner as liens upon real estate, the procedure as to which is fixed by statute.
- 3. Invalidation of any one of these covenants by judgment or Court Order shall not affect any of the other provisions which shall remain in full force and effect.