



AMENDED AND RESTATED OWNERS CERTIFICATE AND RESTRICTIVE COVENANTS OF CEDAR VALLEY EAST

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned constitute the majority of the owners of a certain tract of land which is described fully in a plat recorded in the records of Logan County, Oklahoma, which tract is situated in the Township of Cedar Valley, Logan County, Oklahoma, described as follows, to-wit:

Cedar Valley East, a subdivision of a part of the South Half of Section 11, Township 16 North, Range 3 West of the Indian Meridian, recorded in the Deed Records of Logan County, and;

WHEREAS, it is the desire and intention of the undersigned by a majority of the then real estate owners and by this document to supersede and replace covenants recorded at Book 1280 Pages 434 through 437; as well as all protective covenants and amendments previously adopted by the Martin Family Limited Partnership.

WHEREAS, a notice of meeting was given to all lot owners as provided for by statute, and the parties executing this document are in concurrence with the changes to the restrictive covenants.

Martin Family Limited Partnership does hereby certify that it has caused said tract of land to be surveyed into lots, blocks, streets, and avenues, and has caused a plat to be made of said tract, showing accurate dimensions of lots, set-back lines, rights-of-way, widths or streets and easements for utilities. It hereby designates said tract of land as Cedar Valley East. Martin Family Limited Partnership and other owners designated herein do hereby adopt, ratify and confirm these protective covenants.

The purpose of the following amended Restrictive Covenants is to promote property values, provide 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 subdivisions of said tracts. It hereby imposes the following restrictions and reservations which shall be incumbent upon its successors to adhere. These covenants apply to any construction not yet commenced as of this date.

1. All lots within the subdivision shall be known and designated as residential building plots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling not to exceed two stories in height, and a private garage for not more than three automobiles, and other outbuildings incidental to residential use of the lot.
2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plan, specifications, and plat plan showing the location of such building have been approved in writing as to conformity and harmony of external design and 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 Duffy Martin, Jeff Martin, Marty Colbert and Terry Hixon, 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 members shall have full authority to designate a successor. In the event said committee, or its designated representative, 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 thereof, approval will not be required and this covenant 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 covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, or to withdraw from the committee or restore to it any of its powers and duties.
3. All roofs shall be constructed of optional shingles or ceramic tile. The outside wall structure of the ground floor living area of any residence in the platted area shall be at least 75% brick veneer or stone. Exceptions to these provisions may be

granted by the building committee only, and all such authorized exceptions shall be in writing.

4. 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 setback 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 line, or farther than 75 feet from the front line, or nearer than 5 feet to a side lot line.

The sum of side yards shall be a minimum of 20% of the frontage of said lot at the front building line, and in no event shall the distance between buildings be less than 10 feet. No building shall be located nearer than 5 feet to a side lot line.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility authority or utility company is responsible.

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.

7. No structure of a temporary nature, 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. The ground floor area of the main structure, exclusive of one story open porches and garage, shall not be less than 2000 square feet in all of Blocks 1, 2, 3, 4 and 5. Any structure of more than one story shall have not less than 60% of the total square feet on the ground floor area with a combined total of not less than the above square foot requirements.

9. Any fence installed on any lot adjoining the golf course must be a see through fence approved by the building committee. No fence shall be installed on the front of any lot or the front building set back line. The only fence shall run from the side of the house to the side lot line and then back to the back lot line. Sight fences will be allowed on the North side of Blocks 3 and 4 only. Any fence of any kind must have approval by building committee.

10. 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. Any dogs must be kept either in owner's home or maintained by an adequate fence so as not to run loose.

11. No sign of any kind shall be displayed to the public view on any lot except those advertising the sale of such property or signs used by a builder to advertise the property during the construction and sales period, provided that said signs shall not exceed four square feet in size when posted.

12. No drilling or puncturing of the surface for oil, gas or other mineral or hydrocarbons shall be permitted without the written prior consent of the committee.

13. Only modern sewer facilities will be permitted. Septic tanks and/or other waste disposal systems must be constructed and maintained in accordance with the test standards and specifications of the Oklahoma Department of Environmental Quality.

14. No commercial vehicles over 2 1/2 tons will be allowed to drive in, or park in, this subdivision, unless said vehicle is used in the construction of a residence or golf course maintenance in said subdivision and is only being driven or parked temporarily.

15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 2018, 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 part.

16. If the parties hereto, or any of them or their heirs or assigns shall violated 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 to prevent him or them from so doing or to recover damages or other dues for such violation.

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

MARTIN FAMILY LIMITED PARTNERSHIP, AN
Oklahoma Limited Partnership

BY Duffy Martin
Duffy Martin, General Partner

STATE OF OKLAHOMA }

COUNTY OF LOGAN }

Before me, the undersigned, a notary public in and for said county and state, on this 28th day of March, 2008, personally appeared Duffy Martin, to me known to be the identical person who subscribed his name as the maker thereof to the foregoing instrument as its general partner, and duly 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 such partnership, for the uses and purposes therein set forth.

In testimony whereof I have hereunto set my hand and seal the day and year last above written.



Darla M. Colbert
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