

**AMENDED AND RESTATED
OWNERS CERTIFICATE AND
RESTRICTIVE COVENANTS
OF
CEDAR VALLEY
SECTION ONE, TWO AND THREE**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned constitute at least sixty percent (60%) of the owners of lots situated in the following described real property, situated in Logan County, Oklahoma, to-wit:

Cedar Valley, a subdivision of part of the W/2, SW/4 and SE/4 of Section 18, Township 16 North, Range 3 West of the Indian Meridian, recorded in the Deed Records of Logan County. (Sections One, Two and Three).

WHEREAS, it is the desire and intention of the undersigned by this document to supersede and replace all protective covenants and amendments previously adopted by the Cedar Valley Golf Club, Inc.

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.

Cedar Valley Golf Club, Inc. does hereby certify that it has caused said tract of land to be surveyed into lots, of said tract, showing accurate dimensions of lots, setback lines, rights-of-way, widths of streets and easements for utilities. It hereby designates said tract of land as Cedar Valley. Cedar Valley Golf Club, Inc. and other owners designated herein do hereby adopt, ratify and confirm these protective covenants.

For the purpose of providing 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. These covenants apply to any construction not yet commenced on 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. Outbuildings incidental to residential use are not permitted. Exceptions may be approved by the Building Committee. This Committee shall consist of the following persons, Jeff Martin, Duffy Martin, and Marty Colbert.

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 the Cedar Valley Building Committee, 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 Building 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 Building 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. 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 25 feet to the rear lot line. This restriction shall not apply to Block 3, Lot 15 and Block 4, Lot 1.

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 dwelling shall be located nearer than 5 feet to a side lot line.

4. 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.

5. The ground floor area of the main structure, exclusive of one story open porches and garage, shall not be less than 1,800 square feet in Blocks 1,2,3,4,5,8,9,13 and 14 of the platted area.

The ground floor area of the main structure, exclusive of one story open porches and garage, shall not be less than 2,000 square feet in Blocks 6,7,10 and 11 of the platted area.

Any structure of more than one story shall have not less than 1,500 square feet in the ground floor area with a combined total of not less than the above square foot requirements.

6. 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.
7. 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.
8. 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.
9. No fences shall be installed on any lot adjoining the golf course or on the front portion of any lot in Blocks 6, 7, 10 and 11 in this subdivision between the front lot line and the front building setback line without the consent of the 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 the 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 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 the construction and sales period.
12. No drilling or puncturing of the surface for oil, gas or other mineral or liquids shall be permitted without the written prior consent of the Committee.
13. No commercial vehicles over 2 ½ tones will be allowed to drive in, or park in, this subdivision, unless said vehicle is used in the construction of a residence in said subdivision and is only being driven or parked temporarily.
14. 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 10 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.
15. If the parties hereto, or any of them or their heirs or assigns shall 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 to prevent him or them from so doing or to recover damages or other dues for such violation.

16. 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.

Executed this _____ day of _____, 2000.

CEDAR VALLEY GOLF CLUB, INC.
an Oklahoma Corporation

Attest:

By: _____
JEFFERY D. MARTIN, President

Secretary

