

Glen Eagles Development Corp.
928 Blundell Dr.
Edmond, O.K. 73034

OWNER'S RESTRICTIVE COVENANTS AND LIMITATIONS
For the Development of

GLEN EAGLES ESTATES

ACU 4088 PG 654

A Subdivision in the NW/4 of Section 9, T13N, R4W
City of Oklahoma City
Oklahoma County, Oklahoma

Aug 7 2 42 PM '80

STATE OF OKLAHOMA
JERRY DEWOLLEY
DELAWARE COUNTY CLERK

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KNOW ALL MEN BY THESE PRESENTS:

THAT, the Undersigned, GLEN EAGLES DEVELOPMENT CORPORATION, one of the owners of the land shown on the accompanying plat, has caused said properties to be surveyed and platted under the name of GLEN EAGLES ESTATES, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma, and to be subdivided into blocks, lots, streets, avenues, roads, drives, lanes and places as shown on the accompanying plat, and does hereby dedicate to public use all the streets and avenues within the subdivision and reserve for installation and maintenance of utilities, a strip of land off the rear of each lot and where else shown on the recorded plat. All lands so dedicated to the public use are free and clear of all encumbrances, so that the title is clear as to said streets and easements, except as shown on the Bonded Abstracter's Certificate on said plat.

RESTRICTIONS AND PROTECTIVE COVENANTS

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 ourselves and/or our successors in title to the subdivision of said tract, we hereby impose the following restrictions and reservations to which it shall be incumbent upon our successors to adhere.

1. DEFINITIONS:

A split-level residence may be split from side to side, or front to rear, depending upon the direction of fall or slope for a particular lot. A front to rear split would normally appear to be a one-story home from the street or front view and would appear to be a two-story home from the rear view, and would have a two-level yard, the rear yard being lower than the front yard. A side to side split would normally be a multi-level structure on the left or right and a one-level or one-story on the opposite side.

13.00

1. DEFINITIONS (continued)

A one-and-one-half-story residence is distinguished by the fact that the second story portion does not fully cover the first story in area and may have separate roofs. Another typical distinguishing feature is a high-pitched roof typical of a period type home with projecting dormer windows for the upstairs room, normally bedrooms. Sometimes, there are one or more one-story wings projecting outward from the center or two-story section.

A two-story residence may have fifty percent (50%) or one-half (½) of the designated square footage in the second (2nd) floor area on lots permitting two-story homes.

Glen Eagles Development Corporation, herein referred to as "Company" shall have the final discretion and authority to grant waivers, determine frontages, setbacks, and exercise all other rights and authority herein granted, for the property and their judgment and determination therein shall be final and binding on all parties.

A corner lot is one that abuts on more than one street and any lot except a corner shall be deemed to front on the street which it abuts. A corner lot shall be deemed to front on the street on which it has the smaller dimension, except where the Company shall designate in any deed conveying any corner lot thereafter made by it the street on which said corner lot shall hereafter be considered as fronting.

The word "street" as used in these restrictions shall include any street, avenue, place, drive, boulevard, road, lane, way, terrace or court, as shown on the plat.

By "front building limit line" is meant the Building Limit Line as shown on the plat which fronts on the street. Due to the existing trees and topography, the residences are not required to parallel the front building limit lines.

The word "plot" shall mean a parcel of land consisting of not less than one lot, but may consist of more than one lot.

The word "outbuilding" shall mean any enclosed covered structure not attached to the main residence which it serves.

2. USE OF LAND:

All lots in GLEN EAGLES ESTATES, shall be used for residential purposes as designated below:

All residences constructed in GLEN EAGLES ESTATES on Lots four (4) thru Lot thirteen (13), Block two (2), Lots nine (9) thru Lot fifteen (15), Block three (3), Lots three (3) thru Lot five (5), Block seven (7), Lot one (1) Block six (6), shall be A-Single Family residences and shall have a minimum floor area of twenty-four hundred (2,400) square feet.

2. USE OF LAND (continued)

All residences constructed in GLEN EAGLES ESTATES on Lot one (1), Block One (1), Lots one (1) thru Lot three (3), Block two (2), and Lot sixteen (16), Block three (3), shall be A-Single Family or B-Two Family (Duplex) residences. A-Single Family residences shall have a minimum floor area of twenty-one hundred (2,100) square feet. B-Two Family (Duplex) residence shall have a minimum total floor area of twenty-eight hundred (2,800) square feet. The owner of a B-Two Family (Duplex) residence shall not be prevented from selling each unit separately.

In computing the square footage of A-Single Family or B-Two Family (Duplex) residences, the total floor area is to be computed exclusive of basements, open porches, carports and garages.

The Lots designated as residential shall be used for private residence purposes only and such outbuildings as are customarily appurtenant to residences.

3. ARCHITECTURAL COMMITTEE:

No building shall be erected on any lot or block in GLEN EAGLES ESTATES until the building plans, specifications, and plot plans showing the location thereof have been approved in writing as to the harmony and conformity of the exterior design and as to the location with respect to topography and as to the size and architecture, by an Architectural Committee composed of three members selected by the Company.

In the event of the death, resignation or refusal to act of any member, a successor shall be selected in the same manner as provided for in the selection of the original member. If the aforesaid committee fails to approve or disapprove such design or location within thirty (30) days after plans have been submitted to it, then the owner may commence construction as planned.

The principal first floor material of the exterior of each wall of all the buildings in said GLEN EAGLES ESTATES, shall be seventy percent (70%) brick, stone, or stucco, and all outbuildings (except greenhouses) shall be constructed of the same material as the residence to which it is appurtenant, and the determination of the Architectural Committee as to the permissible amount of other materials on the exterior of the first floor shall be final and binding on all persons. Wood of a durable variety may be used on all the second story exterior of any residence.

4. GARAGES:

Garages may be attached, built-in, or detached from dwelling, and must be at least two cars wide. Carports may be attached or detached from dwelling, must be at least two cars wide, and must have a solid wall or semi-solid ornamental wall on the street side. All garages and carports must face either side lot line or the rear lot lines, and shall not face or open upon the street, including side streets, unless and except where this provision is specifically waived by the Architectural Committee.

Two-Family (Duplex) residences constructed in GLEN EAGLES ESTATES shall not have more than one garage, at least two cars wide, on the front of the residence unless and except where this Provision is specifically waived by the Architectural Committee.

4. GARAGES (continued)

Boats and smaller type trailers may be kept on the premises, provided they are parked in the rear areas of the driveway and totally concealed from the street. Under no condition may a trailer of any type be occupied, temporarily or permanently, as a residence except during construction, a worker or night watchman may live in a trailer on the premises during the construction period only, and then only with the permission of the Architectural Committee in writing.

5. ROOFS:

No Building or Outbuilding shall be erected on any Lot or Building site reserved exclusively For Single Family or Two Family (Duplex) residential use, unless it shall have a wood shingle roof or cost equivalent.

6. OUTBUILDINGS:

Every outbuilding, except a greenhouse, erected on any of the lots in GLEN EAGLES ESTATES, shall, unless the Company otherwise consents in writing, correspond in style and architecture to the residence to which it is appurtenant.

Outbuildings, such as cabanas, greenhouses, playhouses, servants quarters and similar buildings erected on any of said lots shall be approved in advance of construction by the Architectural Committee within fifteen (15) days after submission.

No house or outbuilding shall be removed onto any lot from another locality.

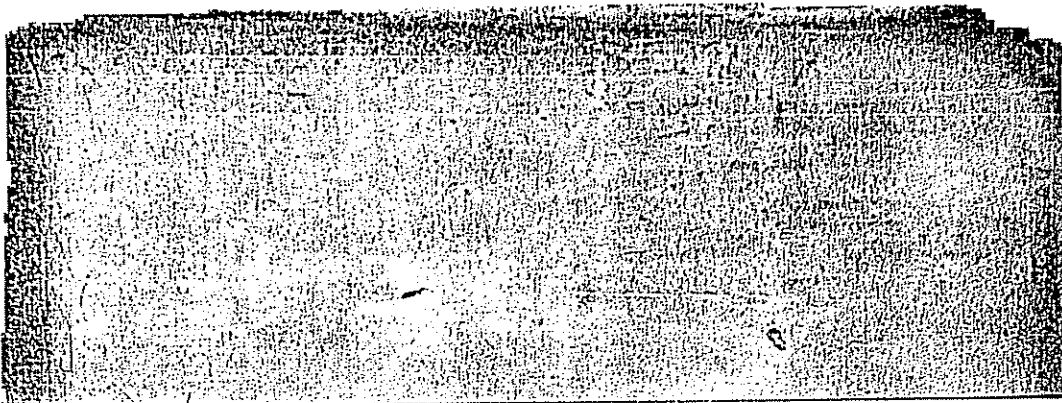
Upon the commencement of excavation for the construction of a house on any lot or lots in this plat, the work must be continuous (weather permitting) until the house is completed. No delay in the course of construction within the period of twelve (12) months from the date the house is started shall be permitted, unless further extensions of time for the completion of said house is given by the Architectural Committee in writing.

7. FRONTAGE:

Every residence erected on any lot shall present a pleasant and compatible elevation on the street or streets on which said plot fronts. Houses on corner lots shall have a presentable elevation on both streets. Elevation of plan for building to be constructed on any corner lot or lots in this plat shall be approved by the Company.

8. REARRANGING, SUBDIVISION OR REPLATTINGS:

Lot one (1), Block one (1), Lots One (10) thru Lot three (3), Block two (2), and Lot sixteen (16), Block three (3), in GLEN EAGLES ESTATES may be subdivided or replatted with the express consent of the Company in writing so that the owner of a B-Two Family (Duplex) residence shall not be prevented from selling each unit separately.



BCU# 4688 PC 658

OWNER'S RESTRICTIVE COVENANTS AND LIMITATIONS FOR GLEN EAGLES ESTATES - Page 5

8. REARRANGING, SUBDIVISION OR REPLATTINGS (continued)

None of the Lots in GLEN EAGLES ESTATES shall be re-subdivided or rearranged in any manner that would allow a greater number of houses to be constructed than there are building sites now platted, it being the intention of the Company to restrict this property so that a greater number of houses cannot be built than there were building sites originally platted for this purpose.

No residence or part thereof, except as hereinafter provided, shall be erected or maintained on any of said lots nearer to the front street, nor nearer to the side street, than the Building Limit Line of the lot or lots on which building may be erected as shown on said plat.

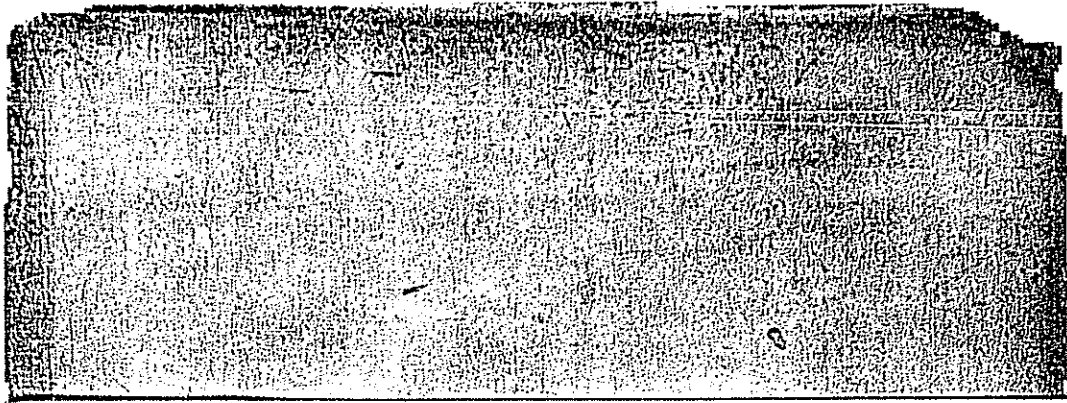
In any event, no building shall be located on any residential building plot nearer than twenty-five feet (25.0') to the front lot line and no building shall be located on any residential building plot nearer than fifteen feet (15.0') to any side streets line or nearer than seven feet (7.0') to any interior lot line.

The sum of the sideyards on any residential building plot shall be a minimum of twenty percent (20%) of the front footage of the lot computed as to the front building line or seventeen feet (17.0'), whichever is larger, and in no instance shall the distance between the buildings be less than fourteen feet (14.0'), except that detached garages or other outbuildings located sixty-five feet (65.0') from the front building line may be located five feet (5.0') from a side lot line.

Covered or uncovered, but not enclosed, porches, porte-cocheres and terraces may be extended beyond the front building line and side building limit line not more than six feet (6.0'). Bay windows and other windows, landings, spoutings, chimneys, steps and other similar projections may extend not more than four feet (4.0') beyond the frontbuilding limit line and the side building limit line.

No fences or walls around any of the property herein described shall be commenced, erected or maintained, nor shall any extension or alteration of any fence or wall be constructed, until the erection, construction or extension of such fence or wall shall have the approval in writing of the Architectural Committee as herein constituted, and that in approving the building of any fence or wall or extension or alteration of any fence or wall, the Architectural Committee shall take into consideration the suitability of such fence or wall, the materials of which it is to be built, the side of the building, the harmony thereof with the surroundings and the effect of the construction of said fence or wall or the extension thereof shall have upon the adjacent or neighboring property.

In the event of the failure of the Architectural Committee to approve or disapprove the design and location of a proposed fence or wall within fifteen days after plans and specifications have been submitted to it, such approval shall not be required and this covenant shall be deemed to have been fully complied with.



800-4688 PG 659

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9. SIGNS, BILLBOARDS AND MISCELLANEOUS STRUCTURES:

The construction and maintenance of billboards or advertising boards or structures on any lot in GLEN EAGLES ESTATES, is prohibited, except that signs or billboards advertising the rental or sale of such property are permitted, provided they do not exceed five (5) square feet in area, unless with the written consent of the Company.

No basketball backboard shall be erected in the front yard or attached to the front of any residence in GLEN EAGLES ESTATE.

No antenna, poles or similar items shall be erected on any residential lot or building site in GLEN EAGLES ESTATES, which extends more than five (5) feet above the peak of the residence, unless and except where this provision is specifically waived by the Architectural Committee in writing, and in any event shall be mounted to the rear or side of the premises and not the front.

No tank for the storage of oil or other fluids may be maintained above the ground on any of the lots in GLEN EAGLES ESTATES, without the consent in writing of the Company.

No apartments, no store or business, no gasoline or automobile service station shall be erected on any lot in GLEN EAGLES ESTATES.

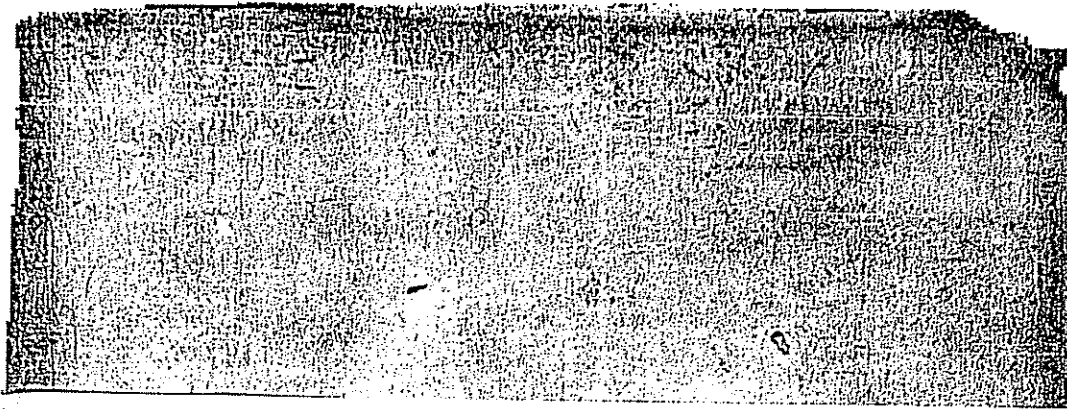
No noxious or offensive business, trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No cows, horses or other 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 they are not kept, bred or maintained for commercial purposes.

No trash, ashes, debris or other refuse may be thrown or dumped on any vacant lot in GLEN EAGLES ESTATES. Each owner of a vacant lot is required to keep said lot in presentable condition or the Company may at its discretion mow said lot, trim trees, remove trash or other refuse and levy a lien on said lot for the cost involved.

No garage or outbuilding on any plot shall be used as a residence or living quarters, except by servants engaged on the premises.

No building materials of any kind or character shall be placed or stored upon the property line of the lot or parcel of land upon which the improvements are to be erected and shall not be placed in the streets or between the curb and property line.



REC-4688 PG 660

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10. FREE SPACE:

No part of any residence shall be erected or maintained on any of the lots in GLEN EAGLES ESTATES, nearer than the side building limit lines, except that cornices, spoutings, chimneys and primarily ornamental projections may extend four feet (4.0') nearer said property line.

It is further provided that the required setback from the side building limit lines of the lots herein provided may, with the consent of the Company in writing, be reduced but not to exceed 33-1/3% of the amount of such required setback.

11. DEDICATION OF UTILITY EASEMENTS:

The areas shown on the plat as easements are hereby dedicated to use for the construction and maintenance of utility facilities, above and beneath the surface of the ground, for the supplying of electric power and energy, telephone service, gas, water and other utility services by any person, firm, or corporation engaged in supplying such services to the public in GLEN EAGLES ESTATES, who shall have free access to such easements at any time for such purposes.

The owner of each lot in GLEN EAGLES ESTATES, shall provide the required facilities to take and receive single phase electric service to any improvements erected on said lot by means of underground service conductors, owned, installed and maintained by the owner of said lot in accordance with plans and specifications furnished by the supplier of the electric service leading from the source of supply to such improvements, and no lot owner shall demand or require the furnishing of electric service through or from overhead wiring facilities so long as electric service is available from an underground distribution system.

The owner of each lot in GLEN EAGLES ESTATES, shall provide facilities to take and receive telephone service to any improvements on said lot by means of underground service lines, installed, owned and maintained by the owner of said lot in accordance with plans and specifications to be furnished by the supplier of telephone service leading from the source of supply in the easements to such improvements, and no lot owner shall demand or require the furnishing of telephone service through or from overhead wiring facilities so long as telephone service is available from an underground distribution system. Any damage due to negligence of the property owner incurred by Southwestern Bell Telephone Company to their underground cables serving individual residences will be the responsibility of the property owner, and will be charged to the responsible party or parties.

12. DURATION:

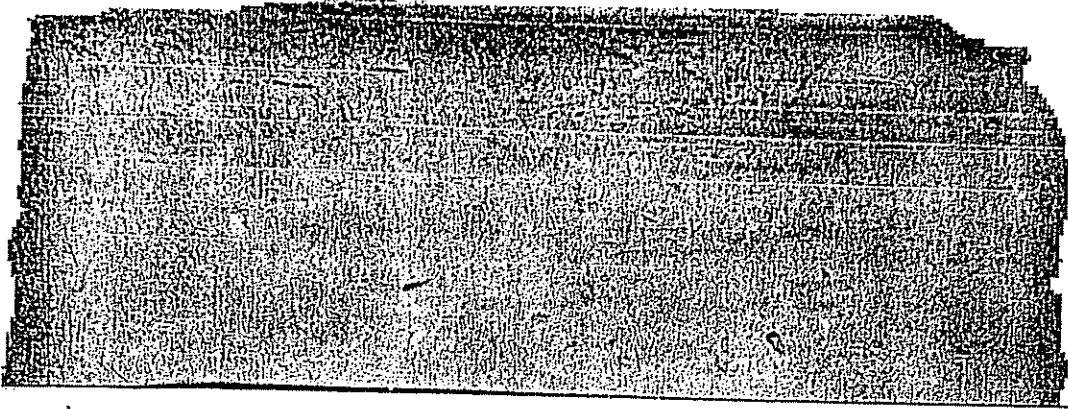
All the restrictions herein set forth shall continue and be binding upon the Company and upon its successors and assigns for a period of twenty-one (21) years from the date of this instrument, and shall automatically be extended thereafter for successive periods of ten (10) years, provided, however, the owners of the fee simple titles to the lots having more than fifty percent of the total area of the lots shown on the plat of GLEN EAGLES ESTATES, may release all the lots hereby restricted from any one or more of the said restrictions and may release any lot from any restriction created by deed from the Company at the end of the first twenty-one (21) year period or any ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or arrangement in writing for such purposes and filing same for record in the office of the County Clerk of Oklahoma County, Oklahoma, at least five (5) years prior to the expiration of the first twenty-one year period or any ten year period thereafter.

13. RIGHT TO ENFORCE:

The restrictions herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots, their successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their seizure of or title to said land. The owner or owners of any of the lots shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of the restrictions above set forth, and may recover necessary attorney's fees incident to said injunctions proceeding in addition to all legal action for damage for failure of any owner or owners of any lot or lots shown on this plat to comply with any of the restrictions herein set forth. An invalidation on 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.

14. COMPANY'S RIGHT TO ASSIGN:

The Company, by appropriate instrument, may assign or convey to any person, organization or corporation, any or all of the rights, reservations, easements and privileges herewith reserved by them, and upon such assignment or conveyance being made, its assigns and grantees may at their option, exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times, in the same way and manner as though directly reserved by them or it in this instrument.



600-4688 PC 662

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GLEN EAGLES DEVELOPMENT CORPORATION, Owner of Lot 23, Block 1; Lots 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12 and 13, Block 2; Lots 9, 10, 11, 12, 13, 14, 15 and 16, Block 3; Lot 1, Block 6; Lots 3, 4 and 5, Block 7 All in GLEN EAGLES ESTATES

Attest: Jay Sanders Secretary Richard E. Maloy President

CORPORATION ACKNOWLEDGEMENT - (OKLAHOMA FORM)

State of Oklahoma County of Oklahoma SS.

On this 6th day of August, 19 80, before me, a Notary Public in and for said County and State, personally appeared Richard E. Maloy 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. My Commission Expires:

January 30, 1983

Notary Public

SANDERS DEVELOPMENT CORPORATION, Owner of Lot 9, Block 2, GLEN EAGLES ESTATES

Attest: Margaret A. Sanders Secretary Jay Sanders President

CORPORATION ACKNOWLEDGEMENT - (OKLAHOMA FORM)

State of Oklahoma County of Oklahoma SS,

On this 6th day of August, 19 80, before me, a Notary Public in and for said County and State, personally appeared Jay C. Sanders 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. My Commission Expires:

January 30, 1983

Margaret A. Sanders Notary Public