

NAME BARRY Rice
 ADDRESS 17 E. 1st St.
 CITY & STATE Edmond, OK 73084

AMENDED OWNER'S CERTIFICATE AND RESTRICTIONS OF
 THE VILLAGE ON CLAYTON POND 1ST ADDITION
 Southeast Quarter of Section 29, T14N, R2W, I.M.
 Edmond, Oklahoma County, Oklahoma

DOC NUMBER 00071311
 TIME 02:26 PM
 REC'D FEE 26.00
 DATE JUL. 12 1991
 RALPH HESS
 OKLAHOMA COUNTY CLERK
 RECORDED AND FILED

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ETI INC., a corporation, does hereby certify that it is the owner of, and the only person or persons, corporation or corporations, having any right, title or interest in or to all of THE VILLAGE ON CLAYTON POND 1ST ADDITION, as shown and embraced in the plat records of Oklahoma County, Oklahoma.

ETI INC., the above owner of all the plat of THE VILLAGE ON CLAYTON POND 1ST ADDITION, as described above, for the purpose of providing an orderly development of the addition, and for the purpose of providing adequate restrictive covenants for the benefit of itself and its successors in title to said premises, did impose certain restrictions and reservations on the above described plat, which instrument was filed of record in the records of Oklahoma County, Oklahoma, at Book 54, Page 97, on the 30th day of October of 1989.

Further, under the terms of said previously recorded certificate and restrictions ETI Inc. as the majority owner of the property encompassed in The Village on Clayton Pond 1st Addition desires to make amendments to the previously recorded restricted covenants, and therefore, does hereby impose the following amended restrictions and reservation on the above described plat,

1. No lot or lots, block or blocks, in the above entitled addition shall be used for any purposes but residential, except that Lots 1 and 2 of Block 2 are hereby set aside for use for the construction of a swimming pool and park and said Lots shall become a part of the "Common Area".
2. All lots in the above addition, specifically restricted to use for residential purposes, are hereby reserved exclusively for single-family residential purposes, together with private garages and attached servant's quarters.
3. No single-family residence erected in said addition shall exceed two stories in height and no garage shall be built for less than two cars nor more than three, and shall not exceed two stories in height. However, this restriction shall not prevent the construction of "split level" or two story dwellings with unusual designs, not attached garages with larger space than two or three car garages, provided that,

before any such dwelling is commenced, written approval of the plans and specifications shall be obtained from the Building Committee hereinafter designated.

4. No building shall be located on any lot or building site specifically restricted to use for residential purposes, nearer to the front property line than twenty-five (25) feet. The minimum distance between the dwelling and the side property line shall be five (5) feet.

For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided, however, that this shall not be construed as to permit any portion of a building to encroach upon another site.

5. No dwelling shall be erected or placed on any building site which plot has a front footage width of less than 60 feet at the building line, unless any lot or building site as platted has less footage at the front building line according to the recorded plat.

6. No residence shall be erected or altered on any building site or lot in this addition until the building plans and specifications and plot plan, showing the location of such building, have been approved in writing as to the conformity and harmony of external design with existing structures in the subdivision, and as to the location of the building with respect to topography and finished ground elevation by a Building Committee composed of: RICHARD G. TODD and PAUL A. WILSON, 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 member or members shall have full authority to approve or disapprove such design and location. Within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be necessary and this covenant will be deemed to have been fully complied with. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The power and duties of the committee and its designated representative shall

cease on or after November 1, 2010. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots or building sites in this addition, and duly recorded in the land records of said County, appointing a representative who shall thereafter exercise the same powers previously exercised by the committee.

7. All fencing must be approved by the Building Committee in advance of its installation.
8. No parking and/or storage of trailers, boats and/or vehicles which are not normally used as everyday transportation will be allowed on streets, lots or common areas except where adequate screening has been previously provided, and the Building Committee has given its prior approval thereto. No mobile homes, campers, boats or trailers of any type shall be permitted to be parked in front of any building line or on any vacant lot.
9. No business, trade or activity shall be carried on upon any residential lot or building site. No noxious or offensive activity shall be carried on upon any lot or building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
10. No signs or billboards will be permitted upon any of the lots except those advertising the sale or rental of any such property, provided that such signs do not exceed six (6) square feet in area except for those for which written approval has been obtained in advance from the Building Committee. With the prior written consent of the Building Committee, signs will be permitted on the common areas for the purpose of identification, direction and ownership and may exceed six (6) square feet in area.
11. No miscellaneous structures are allowed on this property without the prior written approval of the Building Committee. These miscellaneous structures include, but are not limited to, outbuildings (building structures not attached or forming a part of the principal living structure), storage tanks, tool sheds, kennels, pool houses, pergolas, green houses, temporary structures, etc. This is not intended to prohibit outbuildings, etc., but only to control the use thereof for the protection of all owners.

12. Upon excavation for construction on any lot or lots in this plat, the work must continue, weather permitting, until the house and other improvements are completed. No delay in the course of construction within a period of twelve (12) months will be permitted unless further extension of time for the completion of the house and improvements is given by the Building Committee. If no such consent is given, then the Building Committee or its designee may, but shall not be obligated to complete such construction.
13. The living floor area of structures in the addition shall not be less than 2,000 square feet for a dwelling erected on any building site or lot.
14. No building shall ever be erected on any building site or lot unless it shall have a wood shingle, wood shake, or marble built-up roof or laminated composition weighing not less than 320 pounds per square and colored cedar blend, shake wood or weather wood only.
15. No residence shall be constructed with a fireplace unless the exterior of all chimneys and chimney pieces shall be of masonry.
16. No residence shall be constructed with any blown acoustical wall or ceiling covering in any living area.
17. No residence shall be constructed on any lot or building site unless it has an attached or detached garage with a capacity sufficient for two (2) cars.
18. No building shall be erected on any building site or lot using pier and grade beam construction.
19. All mailboxes and delivery receptacles positioned near the street must be enclosed in a structure of the same primary material as that of the house to which it is appurtenant.
20. No detached garage or other outbuildings shall be permitted in the easements reserved for utilities.
21. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or building site, except that dogs, cats or other household pets may be kept provided that they are

- not kept, bred or maintained for any commercial purpose.
22. No tank for storage of oil, or other fluid may be maintained above the grounds on any of the lots.
 23. No television, radio, citizens band radio, ham radio, or any type of antenna, satellite tower or aerial will be permitted on the outside of any building or structure or on any portion of any lot without the written approval of the Building Committee.
 24. No trash, ashes or other refuse may be thrown or dumped in any lot of common area in this section. All garbage and trash storage must be screened from the viewing public.
 25. No garage or outbuilding on any lot shall be used as a residence or living quarters, except by servants engaged on the premises or except during the construction of a residence for a period of not exceeding six (6) months without prior written consent of the Building Committee.
 26. No house or outbuilding shall be moved to any lot from any other locality without the prior written consent of the Building Committee. No building or structure shall be constructed or maintained upon any lot which would in any way impede natural drainage without prior consent of the Building Committee. No grading, scraping, excavation or other rearranging or puncturing of the surface of any lot which will or may intend to interfere with, encroach upon, disturb or damage any surface or subsurface utility lines, wires, or easements, or which will or may tend to disturb the minimum or maximum subsurface depth requirements of any utility lines, pipes, wires or easements.
 27. No drilling or puncturing of the surface for oil, gas or other minerals or hydro carbons, or water, or combination thereof, shall be permitted without prior consent of the Building Committee.
 28. No grading, scraping, excavation, landscaping, or any other action which will interfere with the proper drainage of the subdivision shall be permitted without approval of the Building Committee, nor may any action be taken which will impede or increase the flow of waters into the pond or cause silting of the pond.

29. THE VILLAGE ON CLAYTON POND 1ST ADDITION is proposed to be a part of the greater subdivision within the Southeast Quarter (SE/4) of Section Twenty-Nine (29), Township Fourteen (14) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. In this greater subdivision, the owner hereof proposes to construct and maintain common areas, facilities and ponds for the use benefit and enjoyment of the owners of lots in said addition as common areas, and the owner desires to provide for the preservation and maintenance of said common areas and to this end, desires to subject all of the lots of this addition to covenants, restrictions, easements, charges and liens. The owner hereby imposes upon all of said lots the covenants, conditions and restrictions set forth in THE VILLAGE ON CLAYTON POND 1ST ADDITION Declaration of Covenants and Restrictions filed for record October 30, 1989, in Book 54 at Page 97, which shall be binding upon all owners of all lots in THE VILLAGE ON CLAYTON POND 1ST ADDITION, and their successors.
30. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 2010 (except as otherwise specified herein) at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots or building sites has been recorded agreeing to change said covenants in whole or in part.
31. 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 person or persons owning any real property situated in said subdivision to prosecute any proceeding or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.
32. Invalidation of any of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed its corporate signature and seal on this 20 day of June, 1991.

ATTEST:

ETI INC., a corporation,
Owner of all land shown on the
recorded plat of THE VILLAGE
ON CLAYTON POND 1ST ADDITION



Richard G. Todd

Secretary

By

Richard G. Todd

Richard G. Todd, President

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

On this 20 day of June, 1991, a Notary Public in and for the County and State aforesaid, personally appeared RICHARD G. TODD, to me known to be the identical person who signed the name of ETI INC. to the within and foregoing Owner's Certificate and Restrictions of THE VILLAGE ON CLAYTON POND 1ST ADDITION as its President, and acknowledged to me that he executed the same as his 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 written above.

Bette L. Robinson
Notary Public

My Commission Expires:

