

SURREY HILLS ADDITION NO. 6

A SUBDIVISION OF A PART OF THE SW 1/4, SEC. 22, T13N, R5W, INDIAN MERIDIAN
OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA

SURVEYOR'S CERTIFICATE

I, Carlos Davila, the undersigned, do hereby certify that I am by profession a Registered Land Surveyor and that the annexed map of SURREY HILLS ADDITION NO. SIX, consisting of 3 sheets, correctly represents a survey made under my supervision on the 22 day of MARCH, 1972, and that all of the monuments shown hereon actually exist and their positions are correctly shown.

Carlos Davila
Carlos Davila

STATE OF OKLAHOMA 55
COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State on this 22 day of MARCH, 1972, personally appeared Carlos Davila, to me known to be the identical person who executed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year above written.

My Commission Expires: Sept. 8, 1974

Jack L. Cal
Notary Public

Filed for record
May 31, 1972
at 1:25 P.M.

Recorded:
Book 5
Page 5

BONDED ABSTRACTER'S CERTIFICATE

STATE OF OKLAHOMA 55
COUNTY OF CANADIAN

The undersigned duly qualified Abstracter in and for said County and State hereby certifies that according to the records of said County, Title to the land shown on the annexed plat of SURREY HILLS ADDITION NO. SIX in Oklahoma City, Oklahoma, appears to be vested in Surrey Hills Development Company, Inc., a corporation, and on the 22 day of MARCH, 1972, were unencumbered by pending actions, judgements, Liens, Mortgages or taxes or other encumbrances except as shown of record and except mineral conveyances and easements of record. Executed this 22 day of MARCH, 1972.

Canadian Valley Abstract Company

ATTEST: Odessa Swingle
Secretary

By: Michael E. Egan
Vice-President

COUNTY TREASURER'S CERTIFICATE

I, Vernon Lawrence, Do hereby certify that I am the duly qualified and acting County Treasurer of Canadian County, State of Oklahoma, that the tax records of said County show all taxes are paid for the year 1971 and prior years on the land shown on the annexed plat of SURREY HILLS ADDITION NO. SIX in Oklahoma City, Oklahoma, that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of the current years taxes.

In Witness Whereof, said County Treasurer has caused the foregoing instrument to be executed at El Reno, Oklahoma on this 23 day of March, 1972.

Vernon Lawrence
County Treasurer

CERTIFICATE OF THE CITY CLERK

I, E. J. Long, City Clerk of the City of Oklahoma City, State of Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments or un-matured installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land shown on the annexed plat of SURREY HILLS ADDITION NO. SIX in Oklahoma City, Oklahoma on this 4th day of APRIL, 1972.

E. J. Long
City Clerk

CITY PLANNING COMMISSION APPROVAL

J. William Thompson, Vice Chairman of the City Planning Commission of the City of Oklahoma City, Oklahoma, hereby certify that the said Planning Commission duly approved the Final Record Plat of SURREY HILLS ADDITION NO. SIX to Oklahoma City, Oklahoma at a meeting on the 24th day of March, 1972.

J. William Thompson
Vice-Chairman

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be it resolved by the Council of the City of Oklahoma City, Oklahoma that the dedications shown on the annexed plat of SURREY HILLS ADDITION NO. SIX to Oklahoma City, Oklahoma are hereby accepted.

Adopted, By The Council of the City of Oklahoma City, Oklahoma This 4th day of APRIL, 1972.

Adopted, By The Mayor of the City of Oklahoma City, Oklahoma This 4th day of APRIL, 1972.

ATTEST: E. J. Long
City Clerk

Patience Lattin
Mayor

OWNERS CERTIFICATE AND DEDICATION

We the undersigned, SURREY HILLS DEVELOPMENT COMPANY INC., do hereby certify that we are the Owners of and the only person or corporation having any right, title or interest in the land shown on the annexed plat of SURREY HILLS ADDITION NO. SIX to Oklahoma City, Oklahoma and that the plat represents a correct survey of the above described property made with our consent and that we hereby dedicate to the public use all streets as shown on said annexed plat, that the easements as shown on the annexed plat are created for the installation and maintenance of public utilities, that we hereby guarantee a clear title to all lands so dedicated from ourselves our heirs or assigns forever and have caused the same to be released from all encumbrances so that the title is clear except as shown in the abstract's certificate.

SURREY HILLS DEVELOPMENT COMPANY INC.

ATTEST: Kenneth Wilson
Secretary

By Leo E. Ford
Vice-President

STATE OF OKLAHOMA S.S.
COUNTY OF OKLAHOMA

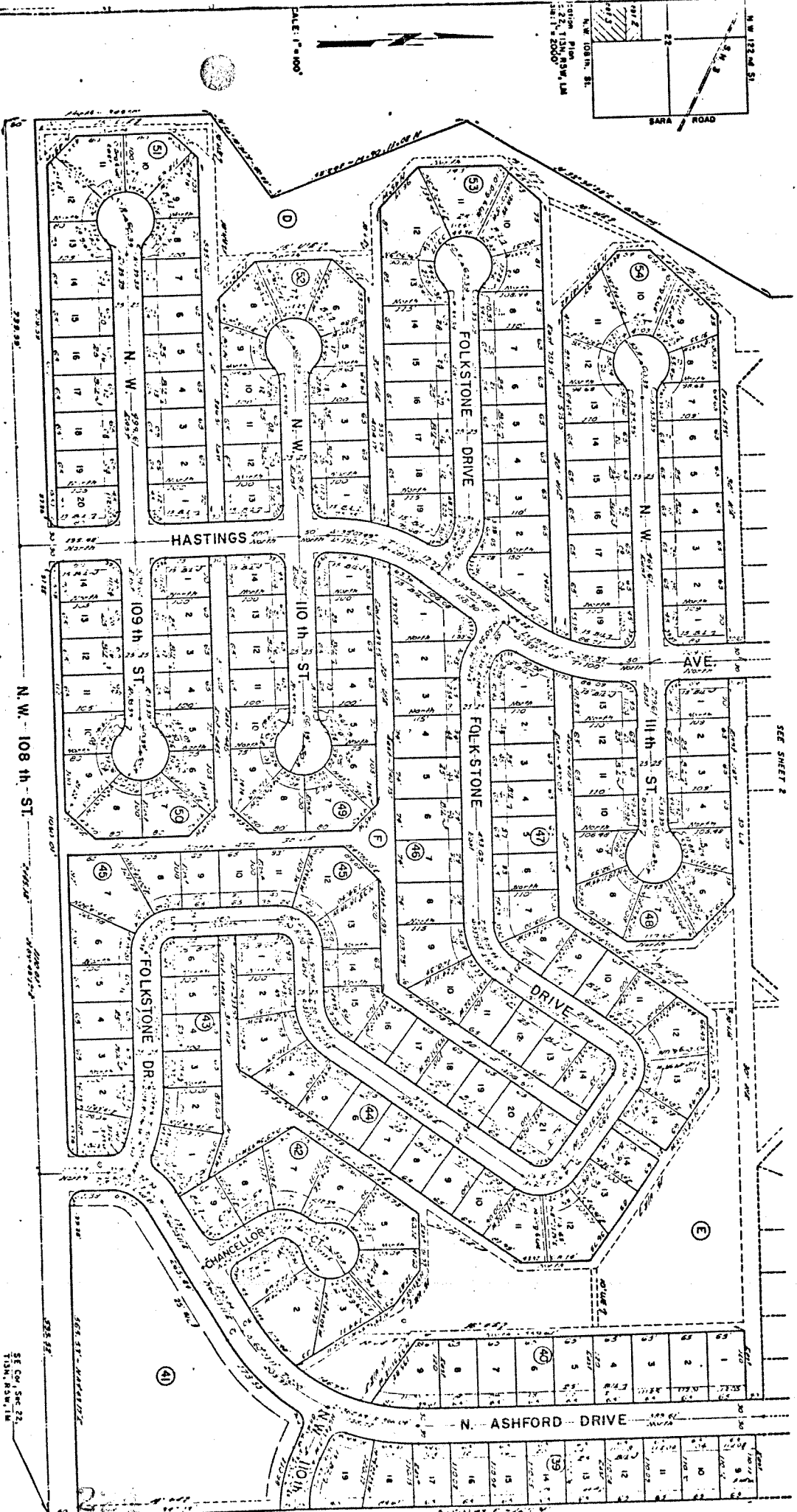
Be it remembered that on this 22 day of MARCH, 1972, before me, a notary public in and for said County and State personally appeared Leo E. Ford to me known to be the identical person described in and who executed the within and foregoing instrument as its Vice-President and acknowledged to me that he 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.
Witness my hand and official seal the day and year last above written.

My Commission Expires Sept. 8, 1974
223 CANADIAN VALLEY ABSTRACT COMPANY - ET RESO ABSTRACT COMPANY

SURREY HILLS ADDITION

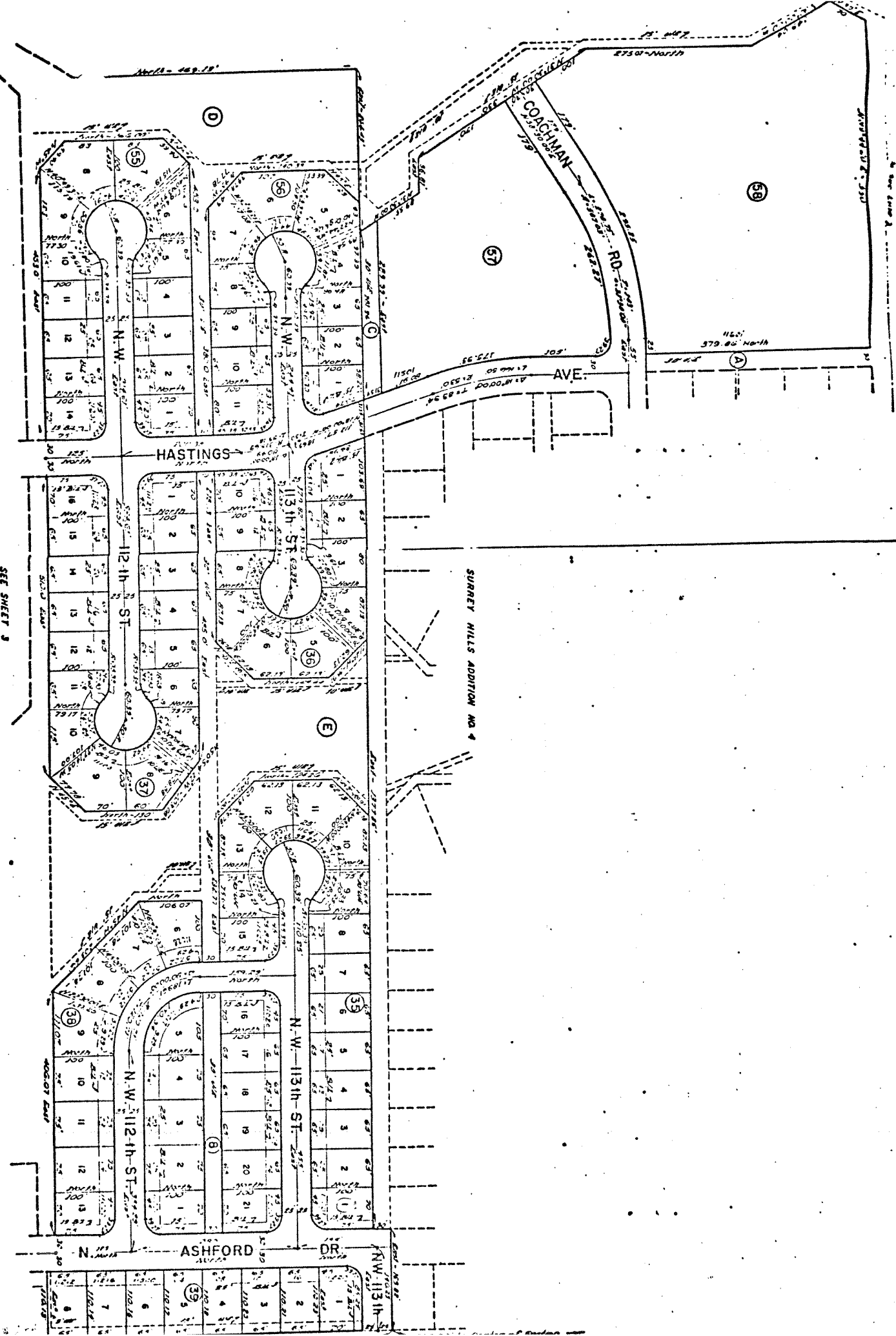
NO. 6

A SUBDIVISION OF A PART OF THE SW 1/4, SEC. 22, T35N, R5W, INDIAN MERIDIAN
OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA



SEE SHEET 1

SEE SHEET 2



SEE SHEET 3

SURREY HILLS ADDITION NO. 4

ASHFORD DR

N.W. 113th

N.W. 112th ST

N.W. 113th ST

N.W. 114th ST

N.W. 115th ST

COACHMAN RD

HASTINGS AVE

OWNERS CERTIFICATE AND RESTRICTIONS
to
SURREY HILLS ADDITION NO. 6

A Subdivision of a part of the Southwest Quarter (SW/4)
of Section Twenty-two (22), Township Thirteen (13) North,
Range Five (5) West, of the Indian Meridian, Canadian
County, Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, SURREY HILLS DEVELOPMENT CO., INC., a corporation, being the owner of the land shown on the following described plat, has caused said properties to be surveyed and platted under the name of SURREY HILLS ADDITION NO. 6, a subdivision of a part of the Southwest Quarter (SW/4) of Section Twenty-two (22), Township Thirteen (13) North, Range Five (5) West of the Indian Meridian, in Canadian County, Oklahoma, and to be subdivided into blocks, lots, streets, avenues, roads, drives, lanes and places as shown on the accompanying plat, and do 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 except as shown in the Bonded Abstractor's Certificate on said plat.

Num. Index.
Recorded
B & P. Inc.
P.R. Road
Margin
Grant of
Grant of

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 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, such restrictions to cover Blocks 35 through 58, both inclusive, and areas A, B, C, D, E and F.

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.

A one and one-half story home is distinguished by the fact that the second story portion does not cover fully 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 rooms, normally bedrooms. Sometimes there are one or more one-story wings projecting outward from the center or two-story section.

The SURREY HILLS DEVELOPMENT CO., INC., herein referred to as "Company", shall have the final discretion and authority to grant waivers, determine frontages, set-backs, and exercise all other rights and authority herein granted, for the property and its 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 lot 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 dimensions, 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 street upon which a lot fronts as above provided shall be deemed to be the front street.

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.

USE OF LAND

All lots in Blocks 35 through 40, both inclusive, and Blocks 42 through 56, both inclusive, shall be used for single family residential purposes only.

Blocks 41, 57 and 58 shall be used for multifamily purposes only, unless approval for other use has been granted in writing by the Architectural Committee.

The areas designated as A, B, C, D, E and F shall be used as common areas only.

ARCHITECTURAL COMMITTEE

No building shall be erected on any lot or block until the building plans, specifications and plot plan 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 the topography and as to the size and architecture by an Architectural Committee composed of three members selected by the Company. The original Committee shall be composed of Leo E. Ford, David B. Benham and Kenneth J. Wilson. If no answer is received within thirty (30) days, then the owner may commence construction as planned.

In the event of the death 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.

On any single family residential lot, the principal first floor material of the exterior of each wall of the buildings in said section shall be seventy per cent (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 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.

SINGLE FAMILY RESIDENCES

(a) USE:

All single family residences shall have a minimum square footage of floor of 1,600 square feet, with split-level, one and one-half story and two-story residences having a minimum of seventy-five per cent (75%), or three-fourths (3/4), of the designated square footage in the ground floor area. The square footage shall be figured exclusive of basements, open porches, carports and garages.

All lots in Blocks 35 through 40, both inclusive, and Blocks 42 through 56, both inclusive, are designated as single family residential lots and shall be used for private single family residence purposes only, and for such outbuildings as are customarily appurtenant to single family residences. Each single family residence shall be detached and be designated in its entirety for occupancy by a single family.

(b) GARAGES:

Garages and carports may be attached, built-in or detached from dwelling and must be wide enough for the storage of at least two standard size automobiles.

Boats and smaller type trailers may be kept on the premises, provided they are parked in such locations as to be totally concealed from the street. Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence except during construction when 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.

(c) OUTBUILDINGS:

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

Plans and specifications for outbuildings, such as cabanas, greenhouses, playhouses, servants quarters and similar buildings to be erected on any of the said lots shall be submitted, in advance of construction, to the Architectural Committee.

No house or outbuilding shall be moved on to 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 extension of time for the completion of said house is given by the Company in writing. No work shall be permitted on Sunday or the legal holidays of New Year's Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas Day, without the written approval of the Company being first obtained.

(d) ELEVATION:

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.

(e) REARRANGING, SUBDIVIDING OR REPLATTING:

None of the lots shall be resubdivided, replatted or rearranged in any manner that would allow a greater number of single family structures to be constructed than are permitted on building sites now platted for said single family structures, it being the contention of the Company to restrict this property so that a greater number of buildings can not be built than there are building sites originally platted for this purpose.

(f) SETBACK OF RESIDENCE FROM STREET LINE AND SIDE PROPERTY LINE:

No residence or part thereof, except as hereinafter provided, shall be erected or maintained on any of said lots nearer to the front street than the Front Building Limit Line of the lot or lots on which building may be erected, as shown on said plat. The Side Property Limit Line for each side of the main structure shall be at least five (5) feet at the front building line, unless consent for a lesser setback be given in writing by the Company.

Covered or uncovered, but not enclosed, porches, porte cocheres and terraces may be extended beyond the Front Building Limit Line

not more than five (5) feet and beyond the Side Building Limit Line not more than four (4) feet. Bay and other windows, landings, spouting, chimneys, steps and other similar projections may extend not more than four (4) feet beyond the Front Building Limit Line.

Cornices, spouting, chimneys and primarily ornamental projections may extend two (2) feet beyond 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 the 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. All fences, walls, terraces, etcetera, which are erected on lots abutting the Golf Course must present a finished and attractive appearance on the Golf Course side.

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.

(g) OPTION TO PURCHASE OR RENT:

In the event an owner desires to sell, lease or rent any residential lot, he shall, prior to accepting any bona fide offer to purchase, lease or rent, give to the Company written notice of the terms and amount of such offer, including the name, address and current financial statement of the offeror. If within fifteen (15) days after service of such notice, the Company submits to said owner an identical firm and binding offer in writing to purchase, lease or rent, said owner shall accept the latter offer in preference to the original offer described in said notice. If no identical offer is submitted to the owner within said fifteen (15) day period, the owner shall accept the original offer.

The provisions of this covenant shall be continuing in nature and shall apply from time to time and to each and every offer received by any owner.

The provisions of this covenant shall not apply:

- (1) With respect to the original sale of any lot by the undersigned owner; nor
- (2) With respect to the transfer of title by reason of a gift of same or otherwise to a member of the family of the owner;

but shall be binding and enforceable upon the successors in title by the occurrence of any said events.

(h) EXCLUSION OF BUSINESS USE:

No store, business or commercial building, apartment or church shall be erected on any lot, nor shall any commercial activity be conducted thereon.

MULTIFAMILY RESIDENCES

Blocks 41, 57 and 58 are designated for multifamily use unless approval for other use has been granted in writing by the Architectural Committee, and no store, business or commercial building or church shall be erected on

said blocks, nor shall any commercial activity be conducted thereon, except as may be necessary to the rental operations thereon. No building to be used for multifamily purposes shall be erected or maintained nearer to the front street of said blocks than the front building limit line of said blocks on which said buildings may be erected, as shown on said plat.

SIGNS, BILLBOARDS AND OTHER STRUCTURES

The construction and maintenance of billboards, or advertising boards or structures on any lot or block in said plat is prohibited except the 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 tank for the storage of oil or other fluids may be maintained above the ground on any of the lots or blocks, without the consent in writing of the Company.

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

No cows, horses or other livestock, or poultry of any kind, shall be raised, bred, or kept on any lot or block, except that dogs, cats or household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

No clotheslines shall be erected on any lot or block.

All trash containers shall be kept concealed from view from streets and adjacent lots or blocks.

No trash, ashes or other refuse may be thrown or dumped on any vacant lot or block in this Addition. 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 refuse and said lot shall be subject to a lien for the cost involved.

No garage or outbuildings on any residential lot shall be used as a residence or living quarters except by servants engaged on the premises.

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

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 said section who shall have access to such easements at any time for such purposes.

No owner of any lot or block shall demand or require the furnishing of electric service through or from overhead electric distribution facilities so long as electric service is available from underground electric distribution facilities.

DURATION

All of the restrictions herein set forth shall continue and be binding upon the Company and upon its successors and assigns, for a period of forty (40) years from the date of this instrument; and provided further, that they shall automatically be extended thereafter for successive periods of

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SURREY HILLS

THIS DECLARATION, made on the 30th day of May, 1972,
by SURREY HILLS DEVELOPMENT CO., INC., a corporation organized under and
existing by virtue of the laws of the State of Oklahoma, hereinafter re-
ferred to as "DECLARANT,"

WITNESSETH:

WHEREAS, DECLARANT is the owner of certain real property located
in Oklahoma City, Canadian County, State of Oklahoma, the exact descrip-
tion of which is more particularly set forth on Exhibit "A" attached here-
to; and

WHEREAS, it is the purpose of this declaration to cause said real
property to be surveyed and platted, in stages, under the name of SURREY
HILLS, as a community unit development and to create and include as part
thereof, permanent open areas, lakes, playgrounds, parks with improve-
ments, buildings and structures erected or to be erected thereon, and other
common facilities for the benefit of this particular community;

AND, WHEREAS, DECLARANT desires to provide for the preservation
of the values and amenities in said community and the upkeep, maintenance,
improvement and administration of the community and its open areas, lakes,
playgrounds, and parks and all improvements now existing or hereafter
erected thereon, and to establish an entity and agency for such purpose
and, in addition, to collect and disburse the assessments and charges
hereinafter created;

AND, WHEREAS, there will be incorporated under the laws of the
State of Oklahoma, as a non-profit corporation, an entity to be known as
SURREY HILLS HOME OWNERS ASSOCIATION NO. ONE, INC., for the purpose of
exercising the aforementioned functions;

NOW, THEREFORE, DECLARANT does declare that the real property
described in Exhibit "A" attached hereto, is and shall be held, sold,
conveyed and occupied subject to the covenants, restrictions, dedications,
easements, charges and liens (herein sometimes referred to as "covenants
and restrictions") hereinafter set forth, all of which are for the purpose
of enhancing and protecting the value, desirability and attractiveness of
the real property. These covenants and restrictions shall run with the

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Recorded ---
B & P. N. ---
P.R. Read ---
Margin ---
Grantor ---
Grantee ---

real property and shall be binding on all parties having or acquiring any right, title, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall so prohibit), shall have the following meanings:

A. "Association shall mean and refer to SURREY HILLS HOME OWNERS ASSOCIATION NO. ONE, INC., a corporation, to be incorporated under the laws of the State of Oklahoma, its successors and assigns.

B. "Properties" shall mean and refer to that certain real property described in Exhibit "A" and such additions thereto and other real property as may hereafter be annexed thereto and/or brought within the jurisdiction of and subject to assessment by the Association.

C. "Common Areas" shall mean all real property, whether improved or unimproved, owned, leased or controlled by the Association for the common use and enjoyment of members of the Association.

D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of all or any part of the properties with the exception of the common areas.

E. "Corner Lot" shall mean any lot which abuts other than at its rear line more than one street and/or Common Area.

E. "Street" shall mean any street, lane, drive, boulevard, court, circle, road, place, manor or terrace as shown on the recorded plat of SURREY HILLS ADDITION NO. 6.

G. "Member" shall mean and refer to every person and/or entity who holds membership in the Association.

H. "Building Limit Line" shall mean the line so designated on the recorded plat of SURREY HILLS ADDITION NO. 6.

I. "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.

J. "One-and-one-half Story" shall mean a one-and-one-half story home as 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 rooms, normally bedrooms. Sometimes there are one or more one-story wings projecting outward from the center or two-story section.

K. "Company" shall mean the SURREY HILLS DEVELOPMENT CO., INC., herein referred to as "Company", which shall have the final discretion and authority to grant waivers, determine frontages, set-backs, and exercise all other rights and authority herein granted for the property, and its judgment and determination therein shall be final and binding on all parties.

L. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

M. "Fences" shall mean the following where the context so indicates:

(1) "Adjoining Fences" shall refer to two or more separate fences which adjoin and are exposed to public view.

(2) "Common Area Fences" shall refer to any fence on a lot which is adjacent to, abuts or borders any Common Area.

(3) "Association Fences" shall refer to any fence erected or placed on any Common Area.

(4) "Public Fence" is any fence adjacent to, abutting upon, or bordering areas dedicated to the public.

N. "Developer" shall refer to SURREY HILLS DEVELOPMENT CO., INC., its successors and assigns.

O. "Owner" shall mean and refer to the record owner, whether one or more persons, of a fee simple title to any Lot which is or may become a

part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

P. "Zero Lot Line" shall mean and refer to that line where the building limit line, side set-back and/or rear set-back lines are the same as the lot line less one (1) inch.

ARTICLE II

FUTURE INTENT

Section 1. Although this Declaration includes only the real property described in Exhibit "A" hereof, it is the intention of the Declarant to cause additional Declarations to be filed with respect to additional property, which additional Declarations will be complementary in concept to this Declaration, and which future declarations will provide for the addition of owners in such other areas as member of the Association and of additional Common Areas to be owned by the Association.

Each member of the Association will be subject to its Articles of Incorporation, By-Laws, rules and regulations, as from time to time established and/or amended. The Common Areas which will be owned by the Association, a portion of which are included in the recorded plat of SURREY HILLS ADDITION NO. 6, will ultimately include other lands which are not included in this Plat.

Section 2. If, within fifteen (15) years of the date of incorporation of the Association, the DECLARANT should develop additional lands within this area, such additional lands may be annexed to the said properties without the assent of the Members.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is located in the City of Oklahoma City, Canadian County, State of Oklahoma, and is more particularly described in Exhibit "A" attached hereto.

ARTICLE IV

MEMBERSHIP IN THE ASSOCIATION

Every person who is a record owner of a fee or undivided interest in any single-family residential and multi-family residential lot covered by

...s Declaration and any future declaration covering additional property which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

ARTICLE V
OWNERSHIP, USE AND MANAGEMENT
OF THE COMMON AREAS

Section 1. It is contemplated that all of the Common Areas will ultimately be owned by the Association. Until such time as record ownership of the Common Areas is vested in the Association, the members of the Association shall have the exclusive right to use the Common Areas as hereinafter specified.

Section 2. Every member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

A. The right of the Association to limit the number of guests of Members; the Common Areas which may be used by guests of Members, and the conditions under which Common Areas may be used by Members and/or their guests, subject to the terms and provisions hereof.

B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.

C. The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow moneys for the purpose of improving the Common Areas and facilities and in aid thereof, to mortgage said property, and the rights of said mortgagee in said properties shall be subordinate to the rights of the Members hereunder.

D. The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for an infraction of its published rules and

E. The right of the Association, with the prior consent of the Developer, to dedicate or transfer all or any part of the Common Areas to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Association.

Section 3. Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property, subject to such rules, regulations and limitations as the Association may, from time to time, establish.

Section 4. DECLARANT hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area described in the plat of SURREY HILLS ADDITION NO. 6, referred to herein, to the Association, free and clear of all encumbrances and liens, when the number of lots sold in the platted development exceed 75% of the total number of lots in said plat.

Section 5. The Association shall control, maintain, manage and improve the Common Areas as provided in this Declaration and in its Articles of Incorporation and By-Laws. Such right and power of control and management shall be exclusive.

Section 6. Any other provision hereof to the contrary notwithstanding, all Members of the Association, regardless of class, shall have and possess the right to use and enjoy all of the Common Areas and all facilities and improvements thereon owned by the Association, which right may not be denied to any Member of any class without consent of all Members of all classes. The Board of Directors of the Association may from time to time, establish rules and regulations governing the use of the Association's Common Area by Members of all classes and their guests; provided, that such rules and regulations as from time to time adopted shall be uniform as to all Members, regardless of class.

ARTICLE VI

CLASSES OF MEMBERS AND VOTING RIGHTS

The Association shall have three (3) classes of voting membership, as follows:

Section 1. Voting Classes:

Class A. Class A Members shall be all those Owners of single-family residential lots with the exception of DECLARANT. Class A Members, when a class vote is required, shall vote as a class. Each Class A Member shall be entitled to one vote for each Living Unit Lot in which he holds the interest required for membership by Article IV. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Members shall be all those Owners of multi-family residential lots upon which is erected a multi-family residential structure containing two or more living units. Class B Members, when a class vote is required, shall vote as a class and each Class B Member shall be entitled to one vote for each living unit contained in a multi-family structure(s) erected upon a Lot of which the Class B Member holds the interest required for membership by Article IV. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote per living unit be cast with respect to any Lot.

Class C. The Class C Member shall be the Developer. The Class C Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article IV.

Section 2. Class Votes: Each class of members shall be entitled to one vote, as a Class, only when the proposal to be voted on:

- (a) Provides for an increase in the annual assessment as to such class, and which proposed assessment requires the approval by the Members of the Association pursuant to Article VII hereof;
- (b) Provides for special assessments for capital improvements to be assessed against the particular Class;
- (c) Provides for the merger, consolidation, liquidation or dissolution of the Association;
- (d) Provides for the sale of all or substantially all of the assets or properties of the Association; provided, however, that the mortgage, pledge or hypothecation of all or substantially all of the assets or properties of the Association for the purpose of obtaining funds or credit with which to acquire, improve or repair

all or any part of such assets or properties of the Association shall not be deemed a sale of all or substantially all of the assets or properties of the Association.

(e) Provides for the election of Directors of the Association in accordance with the By-Laws of the Association.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. The DECLARANT, for each Lot owned within the Properties and for each additional Lot which may hereafter come within the jurisdiction of the Association, and each Owner of any Lot, by acceptance of a deed therefor, whether or not shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, paramount and superior to any homestead or other exemption provided by law, from the date that notice of such lien is filed of record by the Developer, the Association or any Owner. Each such assessment, together with such interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The Personal obligation shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien above mentioned arising by reason of such assessment shall continue to be a charge and lien upon the last as above provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health safety and welfare of the Properties, and in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and relating to the use and enjoyment of the Common Areas and of dwellings, homes and other structures situated upon the properties, including, but not limited to, the maintenance of insurance thereon, repairs, replacements

and additions thereto, ad valorem and other property taxes and assessments levied thereon, for the cost of labor, equipment, materials, management and supervision thereof, and utility services for the Common Areas.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be as follows:

<u>Type of Member</u>	<u>Amount</u>
Class A	\$ 15.00 per quarter
Class B	9.00 per quarter per living unit

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors effective January 1 of each year without a vote of the Membership, provided such increase does not exceed five per cent (5%) of the then existing annual assessment.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment as to any or all classes of members may be increased above that established as hereinabove set forth, by a vote of the Members for the next succeeding two (2) years and at the end of each such period of two (2) years, for each succeeding two (2) years; provided, that, any such charge as to any class shall have the assent of a majority of the Members of such Class, pursuant to votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) nor more than forty (40) days in advance of the meeting setting out the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

C. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, as to any or all Classes of Members, a special assessment applicable to that year only, for the purpose of defraying, in

whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; provided that, any such assessment as to any Class shall have the assent of at least two-thirds (2/3rds) of the Members of such Class of Members, pursuant to votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; provided, further, that the maximum amount of any special assessment which may be assessed against any Member of any Class in any assessment year shall not exceed an amount equal to twice the annual dues assessed against each Member for the same year.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each Class of Members and may be collected on at least a quarterly basis.

Section 6. Quorum for Meetings. At any meeting of the Members of the Association, the presence at the meeting of Members or of proxies entitled to cast a majority of all the votes of each Class of membership shall constitute a quorum; provided, however, that if a quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members as required herein for the transaction to be considered, at an adjourned meeting, and at the adjourned meeting whatever Members are present shall constitute a quorum.

Section 7. Commencement Date of Annual Assessments. The annual assessments provided for herein shall commence as to each Lot on the first day of the calendar month following the date on which a single-family home or multi-family unit is constructed thereon and first occupied by the Owner or by any other person occupying all or any part of such structure with the consent of the Owner, whether such occupancy be lease or otherwise. Within ten (10) days after a single-family home or any multi-family living unit is initially occupied by any person, whether by lease or otherwise, the Owner thereof shall furnish written notice of the commencement of such occupancy to the Association. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every

Owner subject thereto. The due date(s) shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an Officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments and Remedies. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from its due date at the rate of ten per cent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay same, and/or foreclose the lien against the property; and interest, costs and reasonable attorneys' fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any real estate mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Areas; and
- (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Oklahoma, except any such land or improvements devoted to dwelling shall not be exempt from said assessments.

ARTICLE VIII

RESTRICTIONS AND ENFORCEMENT RIGHTS

The restrictions herein set forth and as set forth in the Owners' Certificate and Restrictions to SURREY HILLS ADDITION NO. 6, dated May 30, 1972, and filed simultaneously herewith shall run with the land and bind the present owner, its 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 ownership of title to said land, and the owner or owners of any of the above land 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 in addition to the ordinary legal action for damages; and failure of companies or owner or owners of any other lot or lots shown in this plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE IX

RIGHT TO ASSIGN

The DECLARANT and/or the Developer may, by appropriate instrument, assign or convey to any person, organization or corporation, any or all of the rights, reservations, easements and privileges herein reserved by them, and upon such assignment or conveyance being made, its assigns or 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 those directly reserved by them or it in the instrument.

ARTICLE X

DURATION

All of the restrictions set forth herein shall continue and be binding upon DECLARANT and Developer, and upon their successors and assigns, for a period of twenty-one years from the date of this Instrument, and shall

automatically be extended thereafter for successive periods of ten years;
Provided, however, that the Owners of three-fourths of the Lots herein
platted may, at the end of such twenty-one year term or at the end of any
successive ten-year period thereafter, by a written instrument signed by all
of such persons, vacate or modify all or any part of this Declaration.

IN WITNESS WHEREOF, the DECLARANT has set its hand and seal this

30th day of May, 1972.



Kenneth J. Wilson
Kenneth J. Wilson, Secretary

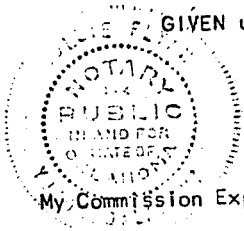
SURREY HILLS DEVELOPMENT CO., INC.,
a corporation,

By Leo E. Ford
Leo E. Ford, President

STATE OF OKLAHOMA)
) SS.
COUNTY OF CANADIAN)

On this 30th day of May, A.D., 1972, before
me, the undersigned, a Notary Public in and for the County and State afore-
said personally appeared LEO E. FORD, 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.



Delle Flynn
Notary Public

My Commission Expires:

August 18, 1973

EXHIBIT "A"

The legal description for SURREY HILLS ADDITION NO. 6 is as follows:

A tract, piece or parcel of land in the Southwest Quarter (SW/4) of Section Twenty-two (22), Township Thirteen (13) North, Range Five (5) West, of the Indian Meridian, more particularly described as follows:

Beginning at a place or point of S 0°00'43" West a distance of 820.00 feet of the center of said section: THENCE North 90°00'00" West a distance of 169.82 feet: THENCE S 0°00'00" East a distance of 30.00 feet: THENCE North 90°00'00" West a distance of 1,377.85 feet: THENCE North 18°00'00" West a distance of 112.45 feet: THENCE along a curve to the right having a radius of 560.00 feet a distance of 175.93 feet: THENCE North 0°00'00" East a distance of 190.00 feet: THENCE North 90°00'00" East a distance of 30.00 feet: THENCE North 0°00'00" East a distance of 380.00 feet: THENCE South 89°44'20" West a distance of 580.00 feet: THENCE South 30°00'00" West a distance of 70.00 feet: THENCE South 30°00'00" East a distance of 149.04 feet: THENCE South 0°00'00" East a distance of 275.07 feet: THENCE South 31°30'00" East a distance of 330.00 feet: THENCE North 90°00'00" East a distance of 56.81 feet: THENCE South 31°30'00" East a distance of 83.55 feet: THENCE North 90°00'00" West a distance of 266.43 feet: THENCE South 0°00'00" East a distance of 469.13 feet: THENCE South 32°30'28" West a distance of 604.75 feet: THENCE South 20°11'06" East a distance of 362.25 feet: THENCE South 56°18'34" West a distance of 180.28 feet: THENCE South 0°00'00" East a distance of 349.50 feet to a point on the South line of said Southwest Quarter (SW/4): THENCE North 89°43'17" East along said South line a distance of 2445.12 feet to the Southeast Corner of said Southwest Quarter (SW/4): THENCE North 0°00'43" East along the East line of said Southwest Quarter (SW/4) a distance of 1786.74 feet to the place or point of beginning.

State of Oklahoma }
 Canadian County } SS
 Filed for record June 19 1912
 at 8:41 A. M. and recorded in
 Book D 03 Page 107
 Fee \$ 12.40
 FRANCES C. BREMSETH
 COUNTY CLERK
 By Theresa Barnes Deputy

