

# Covenants of Wimberley Drive

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OWNER'S CERTIFICATE, DEDICATION, RESTRICTIONS,  
AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS:

**NORTH FORK DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY**, hereby certifies that it is the owner of, and the only person or entity having any right, title or interest in and to the following described real property and premises located in Canadian County, Oklahoma, to-wit:

WIMBERLEY ESTATES SECTION 1 ADDITION to Oklahoma City, Oklahoma, being part of the NE/4 of Section 14, T11N, R5W of the I.M., according to the recorded plat thereof.

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Said party further certifies that it has caused said property above mentioned to be surveyed into blocks, lots, streets and avenues, and has caused a plat to be made of said tract showing accurate dimensions of lots, rights-of-way, widths of streets and reserves for utilities. Said party hereby dedicates to public use all of the streets and avenues in such sub-division, and reserves of easements for installation and maintenance of utilities, and for drainage within such sub-division, as shown by the recorded plat thereof.

Protective Covenants

For the purpose of providing an orderly development of the entire tract above described, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of said parties and their successors in title to such subdivision, it hereby imposes the following restrictions, covenants and reservations, to which it shall be incumbent upon successors in title to adhere.

1. All lots set forth herein are hereby reserved exclusively for use as single family attached dwellings, and no structure shall ever be erected, altered, placed or permitted to remain on said lots other than single family attached dwellings not to exceed two (2) stories in height. Each dwelling must have a minimum of at least a two (2) car attached garage for each dwelling.

2. No building shall ever be erected, placed or altered on any lot described herein until the building plans, specifications and plot plans showing the location of such buildings, and the design, colors, materials, finishes, roofing, and the finished grade elevation, have been approved in writing by Jerl Methvin or Jay Blough, or their designated representatives. In the event Jerl Methvin or Jay Blough, or their designated representatives, fail to approve, within thirty (30) days, any plans or specifications submitted to them, then and in such event, approval will not be required and this covenant shall be deemed to have been fully observed and complied with. Such committee members, nor their designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

3. Reserves for installation and maintenance of public utilities are reserved as shown on the recorded plat. Within these areas, no structure, planting or other materials shall be placed or permitted to remain thereon which may damage or interfere with the installation and/or maintenance of such utility areas, or which may change the direction of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each lot and all improvements permitted therein shall be maintained continuously by the owner of the lot affected thereby, except those improvements for which a public authority or utility company may be responsible. All small drainage channels, emergency overflows, and other swells which are important to abutting properties, but are not a part of the drainage systems maintained by a public authority or utility company, shall be the Property Owners responsibility and it shall be the responsibility of the property owner to: (A) Keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swales to get whether they be in the easements or contained in the individual property owners lot, and (B) To provide continuance maintenance of the improvements and easements or of the channels or swales except for improvements for which a public authority utility company is responsible, and (C) Each lot owner must maintain and leave in place any drainage ditches on their property, and further, each lot owner with any creek on or adjoining their property must keep such drainage areas open and clear of obstructions.

4. The ground floor living area of the main residential structure, exclusive of covered and opened porches, patios, and garage, on all lots within such subdivision shall not be less than 1800 square feet, for a one story dwelling, or less than 1400 square feet on the ground floor for a dwelling of more than one story, and the total living space for any dwelling shall not be less than 1800 square feet.



5. All exterior brick, rock, or allowed wood construction, placed on the residence shall run all the way to the ground, and no stem wall, footing, or piers shall be exposed.

6. As to all fireplace flues, or chimneys, including woodburning stoves, on interior of premises, and protruding through roof line, the same shall be enclosed with wood or vinyl exterior. As to all fireplace flues, or chimneys, including woodburning stoves, that are on the exterior wall of the premises, and that may or may not be protruding through the roof line, the same shall be enclosed with brick, rock, or stucco exterior.

7. 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. Under no circumstances shall any garage on any home be converted to living or other uses.

8. The following provisions shall be applicable to all outbuildings:

A. They shall be new construction;

B. They must have concrete floors;

C. They must conform as to exterior construction and roofing material as the residence to be built on, or located on each lot. New steel type buildings may also be built as an outbuilding. However, thirty percent (30%) of the exterior of any outbuilding, be it steel or otherwise, must contain at least thirty percent (30%) masonry or stucco, (such 30% requirement shall cover front portion of building and any portions seen from street sides) and be of the same color and material as the residence built, or to be built on the property;

D. The square footage of any outbuilding shall not exceed seventy-five percent (75%) of the sum of (1) the square footage (ground level) living area of the residence, and (2) the square footage area of the attached garages;

E. If a one story residence is placed on the property, the highest roof ridge of any outbuilding shall not exceed twenty (20) feet, or the highest roof ridge (not including any chimneys) of the residence to be built on the property, whichever is lower. If a two story residence is built on the



property, the highest roof ridge of the outbuilding must not, in any event, exceed twenty (20) feet in height;

F. All outbuildings must be located behind the rear line of any house built on any lot.

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

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square foot for advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sale.

11. All residences shall be of new construction, and no residence (new or used) may be moved from another area into the subdivision. Mobile homes of any kind, shall not be allowed to be placed or parked, either permanently or temporarily on any lot.

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

13. No building shall be located on any lot nearer to the front lot line, or nearer to any side street line than the minimum building set back line shown on the recorded plat, if shown. As to the minimum set back lines on both the sides and rear of any lot, if not shown, the same must comply with the ordinances of the City of Oklahoma City.

14. All driveways must be made of concrete or stamped asphalt from the edge of the street completely to any residence or garage, all per the specifications as required by the City of Oklahoma City.

15. All mailboxes shall be composed of masonry or stucco to match type and color of residence.

16. No truck, pickup truck, bus, commercial vehicle, or recreational vehicle of any kind exceeding one (1) ton, with factory bed, shall be parked or permitted to remain on the driveway of, or street adjacent to, any residential plot In this subdivision, except for such period of time as may be absolutely necessary in order

to pick up or deliver materials, or to do work or make repairs on the property. It is the intent of this requirement that the owners and occupants of residential buildings in the subdivision shall not use the property upon which they reside, or streets adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle. Further, no truck, automobile, pickup truck, bus, commercial vehicle, boat, or recreational vehicle of any kind shall be allowed to remain on any street adjacent to such lot.

17. Driveways shall not be used for parking or storage for such items as recreational vehicles, boats, trailers, campers, lumber, etc. Furthermore, such items, including vehicles of any kind, if stored or parked on the premises, shall be done inside a storage building or placed behind a fence so as not to be seen from any portion of this subdivision other than the lot on which it is parked, and shall be on a concrete surface.

18. No lot contained in any block of the subdivision as reflected by the plat map on file shall contain more than one single family residence. It is the intent of this covenant to prevent the re-subdivision of any lots within this addition in any manner whatsoever which would result in the construction of more houses than allowed by City Ordinances.

19. No fencing shall be installed on the front portion of any lot within this subdivision between the front lot boundary line and the front line of the residence. In addition, all fencing shall be stockade, brick, chain link, wrought iron, manufactured PVC, or rock, or other type approved by Jerl Methvin or Jay Blough. **Provided however, notwithstanding the above, any rear fencing installed on all lots that adjoin and run along 29th Street must contain only six (6) foot high (similar in style) stockade fencing, and no other type.**

20. All utility services to any lot within the subdivision shall be underground. In addition, no window type air conditioners shall be installed in any premises that can be seen from the street.

21. Notwithstanding any provision contained herein, all owners of any lot within the addition must comply with all City of Oklahoma City Ordinances relating to this addition.

22. Prior to a residence being occupied, the builder or owner of the property must, at their cost, install complete grass sodding on the front portion of any lot between the front lot boundary line and the front of the residence, including any side yards facing a street if located on a corner lot.



23. All lot owners shall continuously maintain landscaping with respect to each of their lots, such as mowing of lawn, planting and maintaining of shrubs and trees. In the event any grass or weeds exceed 6 inches in height the City of Oklahoma City will be notified, will mow the same, and bill such mowing to each property owner.

24. At such time as any portion of any unit is painted, or stained, either initially or at a later date, the same shall be in such a color as approved by the building committee and/or so as to harmonize with any existing residences within the addition at all times.

25. Any ham radio antenna placed on a lot shall be located so as to not be seen from the front of the property, and so long as it is not more than ten feet higher than the top of any outbuilding. Any television antenna must be located in the attic of any home. As to any satellite antennas, not more than two (2) 18 inch satellite antennas will be allowed, but must not be attached to, or located on the front portion of any home.

26. The principal exterior of any residential structure shall be at least Sixty-five (65%) percent brick, natural rock, or stucco (EIFS) only, exclusive of eaves, fascia, gables, doors, windows, and garage doors, and the balance of the exterior may be of frame, wood, vinyl siding, or other material which will blend together with such brick, natural rock, or stucco (EIFS). Any deviations from the above must be approved in advance by the Jerl Methvin or Jay Blough, or a representative appointed by them.

27. All roofing (both initial and replacement) shall be wood or laminated composition, and be of a weathered wood color and appearance. Provided however, no three (3) tab shingles shall be installed on any home. Such roofing shall have a 25 year warranty. All roof lines on any residences must be a minimum of a 7/12 pitch.

28. No wind powered generators shall be installed on the premises.

29. All HVAC, (or other vents) protruding through roof lines must protrude through rear portion of residence roof line, unless otherwise approved by the building committee set forth herein. Approval shall only be made if refusal thereof would render undue hardship in building the residence due to it's design. In addition, **all vent pipes must be painted to match roof color.**

30. No wind turbines shall be allowed on any roof. All attic ventilation shall be done by way of ridge vents, low profile static vents, or electric power vents.



31. Upon the conveyance of record from North Fork Development, L.L.C. of a minimum of twenty (20) of the lots located within this addition to any party or parties, the following shall take place: (1) the twenty (20) or more lot owners within the addition shall then have the obligation to form a Property Owners Association, and make assessments to all lot owners for the care and upkeep of any entryways to the addition, (2) shall elect new architectural committee members, the same of which shall not be composed of Jerl Methvin and Jay Blough, and (3) no assessments shall be made against North Fork Development, L.L.C. until any lot they own is conveyed of record to a new owner.

32. The undersigned owner, or a representative designated it, hereby reserves, and is herewith granted the right and power to record a Special Amendment to the Declaration at any time from time to time, which amends this Declaration (1) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (2) to induce any of such agencies or entities to make, purchase, furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the such parties to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of the such parties to make, execute and record such Special Amendments. No Special Amendment made by such parties shall affect or impair the lien of any first mortgage upon a lot or any warranties made by an owner to a first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure or guarantee the first mortgage on such owner's lot.

33. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 1st day of January, 2020, at which time said covenants shall be automatically extended for successive ten (10) year periods, unless an instrument, at any time, signed by the owners of seventy-five (75) percent of the lots has been recorded, agreeing to change said covenants in whole or in part.

34. If the undersigned, its successors 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 violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violation.

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

This document dated as of the hereinafter reflected acknowledgments.

North Fork Development,  
L.L.C., an Oklahoma Limited  
Liability Company

By: Jay Blough

Jay Blough, Manager

By: Jerl Methvin

Jerl Methvin, Manager

STATE OF OKLAHOMA )

SS.

COUNTY OF CLEVELAND )

The foregoing instrument was acknowledged before me this 5th day of April, 2000 by Jay Blough, as Manager of North Fork Development, L.L.C., an Oklahoma Limited Liability Company, by and on behalf of said company.



Amy Barnard  
Notary Public

My Commission Expires:

6-23-01

STATE OF OKLAHOMA            )  
  )  
COUNTY OF CLEVELAND        )        SS.

The foregoing instrument was acknowledged before me this 5th day of April, 2000 by Jerl Methvin, as Manager of North Fork Development, L.L.C., an Oklahoma Limited Liability Company, by and on behalf of said company.



Amy Barnard  
Notary Public

My Commission Expires:  
6-23-01



DC NUMBER 2000007235  
BK 2333 PG 700-716  
DATE 04/11/00 14:38:45  
FILING FEE \$24.00  
DOC TAX \$0.00  
MARK MISHOE, CANADIAN  
Oklahoma County Clerk  
RECORDED AND FILED

*[Handwritten signature]*



AMENDMENT TO OWNER'S CERTIFICATE,  
DEDICATION, RESTRICTIONS AND RESERVATIONS

WHEREAS, on the 4th day of April, ~~2000~~<sup>2002</sup> North Fork Development, L.L.C., an Oklahoma Limited Liability Company, hereinafter referred to as NORTH FORK, filed in Book 2333, Page 0708, of the office of the County Clerk of Canadian County, a certain Owner's Certificate, Dedication, Restrictions and Reservations as to the following described real property and premises located in Canadian County, Oklahoma, to-wit:

WIMBERLEY ESTATES SECTION 1 ADDITION to Oklahoma City, Oklahoma, being part of the NE/4 of Section 14, T11N, R5W of the I.M., according to the recorded plat thereof.

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WHEREAS, the provisions of such Restrictions, more specifically Paragraph 33 thereof, provided that an instrument, at any time, signed by the owners of seventy-five percent (75%) of the lots could be executed agreeing to change said Covenants in whole or in part.

WHEREAS, North Fork is and continues to be the owner of more than seventy-five percent (75%) of the lots within the addition and desires to change, or otherwise amend such Restrictions. North Fork now desires to reduce the same to writing, all as hereinafter set forth.

NOW, THEREFORE, North Fork does herewith change, amend and modify the Restrictions above mentioned in the following manner:

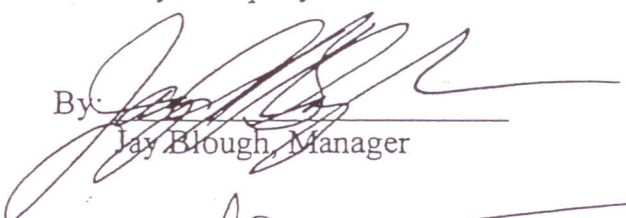
1. Paragraph No. 4 of the Restrictions above mentioned is herewith deleted in it's entirety, and the following Paragraph No. 4 is substituted in place thereof:

"4. The ground floor living area of the main residential structure, exclusive of covered and opened porches, patios, and garage, on all lots within such subdivision shall not be less than 2200 square feet, for a one story dwelling, or less than 1400 square feet on the ground floor for a dwelling of more than one story, and the total living space for any dwelling shall not be less than 2200 square feet."

Except as hereinabove set forth, the original Owners Certificate, Dedication, Restrictions and Reservations previously set forth herein shall remain in full force and effect.

This document dated as of the hereinafter reflected acknowledgments.

North Fork Development,  
L.L.C., an Oklahoma Limited  
Liability Company

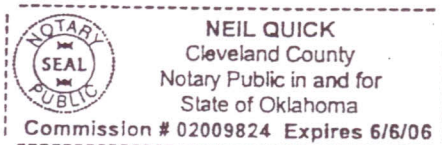
By:   
Jay Blough, Manager

By:   
Jerl Methvin, Manager

STATE OF OKLAHOMA )  
COUNTY OF Cleveland ) SS.

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of August, 2002 by Jay Blough, as Manager of North Fork Development, L.L.C., an Oklahoma Limited Liability Company, by and on behalf of said company.

(SEAL)



  
Notary Public

My Commission Expires:

6/6/06

Commission No.:

#02009824

AMENDMENT TO OWNER'S CERTIFICATE,  
DEDICATION, RESTRICTIONS AND RESERVATIONS

WHEREAS, on the 4th day of April, ~~2000~~<sup>2002</sup> North Fork Development, L.L.C., an Oklahoma Limited Liability Company, hereinafter referred to as NORTH FORK, filed in Book 2333, Page 0708, of the office of the County Clerk of Canadian County, a certain Owner's Certificate, Dedication, Restrictions and Reservations as to the following described real property and premises located in Canadian County, Oklahoma, to-wit:

WIMBERLEY ESTATES SECTION 1 ADDITION to Oklahoma City, Oklahoma, being part of the NE/4 of Section 14, T11N, R5W of the I.M., according to the recorded plat thereof.

Non Index \_\_\_\_\_  
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WHEREAS, the provisions of such Restrictions, more specifically Paragraph 33 thereof, provided that an instrument, at any time, signed by the owners of seventy-five percent (75%) of the lots could be executed agreeing to change said Covenants in whole or in part.

WHEREAS, North Fork is and continues to be the owner of more than seventy-five percent (75%) of the lots within the addition and desires to change, or otherwise amend such Restrictions. North Fork now desires to reduce the same to writing, all as hereinafter set forth.

NOW, THEREFORE, North Fork does herewith change, amend and modify the Restrictions above mentioned in the following manner:

1. Paragraph No. 4 of the Restrictions above mentioned is herewith deleted in it's entirety, and the following Paragraph No. 4 is substituted in place thereof:

"4. The ground floor living area of the main residential structure, exclusive of covered and opened porches, patios, and garage, on all lots within such subdivision shall not be less than 2200 square feet, for a one story dwelling, or less than 1400 square feet on the ground floor for a dwelling of more than one story, and the total living space for any dwelling shall not be less than 2200 square feet."



Except as hereinabove set forth, the original Owners Certificate, Dedication, Restrictions and Reservations previously set forth herein shall remain in full force and effect.

This document dated as of the hereinafter reflected acknowledgments.

North Fork Development,  
L.L.C., an Oklahoma Limited  
Liability Company

By: 

Jay Blough, Manager

By: 

Jerl Methvin, Manager

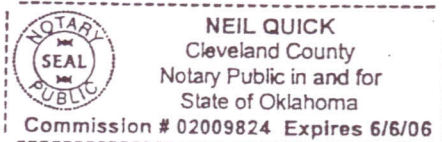
STATE OF OKLAHOMA )

COUNTY OF Cleveland )

SS.

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of August, 2002 by Jay Blough, as Manager of North Fork Development, L.L.C., an Oklahoma Limited Liability Company, by and on behalf of said company.

(SEAL)



  
Notary Public

My Commission Expires:

6/6/06

Commission No.:

#02009824

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**OWNER'S CERTIFICATE, DEDICATION, RESTRICTIONS,  
AND RESERVATIONS**

KNOW ALL MEN BY THESE PRESENTS:

**NORTH FORK DEVELOPMENT, L.L.C., AN OKLAHOMA  
LIMITED LIABILITY COMPANY**, hereby certifies that it is the owner of, and  
the only person or entity having any right, title or interest in and to the following  
described real property and premises located in Canadian County, Oklahoma, to-  
wit:

WIMBERLEY ESTATES SECTION 2 ADDITION to  
Oklahoma City, Oklahoma, being part of the NE/4 of Section  
14, T11N, R5W of the I.M., according to the recorded plat  
thereof.

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Said party further certifies that it has caused said property above mentioned  
to be surveyed into blocks, lots, streets and avenues, and has caused a plat to be  
made of said tract showing accurate dimensions of lots, rights-of-way, widths of  
streets and reserves for utilities. Said party hereby dedicates to public use all of the  
streets and avenues in such sub-division, and reserves of easements for installation  
and maintenance of utilities, and for drainage within such sub-division, as shown  
by the recorded plat thereof.

**Protective Covenants**

For the purpose of providing an orderly development of the entire tract above  
described, and for the further purpose of providing adequate restrictive covenants  
for the mutual benefit of said parties and their successors in title to such  
subdivision, it hereby imposes the following restrictions, covenants and  
reservations, to which it shall be incumbent upon successors in title to adhere.

1. All lots set forth herein are hereby reserved exclusively for use as single  
family attached dwellings, and no structure shall ever be erected, altered, placed or  
permitted to remain on said lots other than single family attached dwellings not to  
exceed two (2) stories in height. Each dwelling must have a minimum of at least a  
three (3) car attached garage for each dwelling.

North Fork Development 6015 S. High Ave OKC 73149

2. No building shall ever be erected, placed or altered on any lot described herein until the building plans, specifications and plot plans showing the location of such buildings, and the design, colors, materials, finishes, roofing, and the finished grade elevation, have been approved in writing by Jerl Methvin or Jay Blough, or their designated representatives. In the event Jerl Methvin or Jay Blough, or their designated representatives, fail to approve, within thirty (30) days, any plans or specifications submitted to them, then and in such event, approval will not be required and this covenant shall be deemed to have been fully observed and complied with. Such committee members, nor their designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

3. Reserves for installation and maintenance of public utilities are reserved as shown on the recorded plat. Within these areas, no structure, planting or other materials shall be placed or permitted to remain thereon which may damage or interfere with the installation and/or maintenance of such utility areas, or which may change the direction of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each lot and all improvements permitted therein shall be maintained continuously by the owner of the lot affected thereby, except those improvements for which a public authority or utility company may be responsible. All small drainage channels, emergency overflows, and other swells which are important to abutting properties, but are not a part of the drainage systems maintained by a public authority or utility company, shall be the Property Owners responsibility and it shall be the responsibility of the property owner to: (A) Keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swales to get whether they be in the easements or contained in the individual property owners lot, and (B) To provide continuance maintenance of the improvements and easements or of the channels or swales except for improvements for which a public authority utility company is responsible, and (C) Each lot owner must maintain and leave in place any drainage ditches on their property, and further, each lot owner with any creek on or adjoining their property must keep such drainage areas open and clear of obstructions.

4. The ground floor living area of the main residential structure, exclusive of covered and opened porches, patios, and garage, on all lots within such subdivision shall not be less than 2200 square feet, for a one story dwelling, or less than 1400 square feet on the ground floor for a dwelling of more than one story, and the total living space for any dwelling shall not be less than 2200 square feet.



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5. All exterior brick, rock, or allowed wood construction, placed on the residence shall run all the way to the ground, and no stem wall, footing, or piers shall be exposed.

6. As to all fireplace flues, or chimneys, including woodburning stoves, on interior of premises, and protruding through roof line, the same shall be enclosed with wood or vinyl exterior. As to all fireplace flues, or chimneys, including woodburning stoves, that are on the exterior wall of the premises, and that may or may not be protruding through the roof line, the same shall be enclosed with brick, rock, or stucco exterior.

7. 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. Under no circumstances shall any garage on any home be converted to living or other uses.

8. The following provisions shall be applicable to all outbuildings:

A. They shall be new construction;

B. They must have concrete floors;

C. They must conform as to exterior construction and roofing material as the residence to be built on, or located on each lot. New steel type buildings may also be built as an outbuilding. However, thirty percent (30%) of the exterior of any outbuilding, be it steel or otherwise, must contain at least thirty percent (30%) masonry or stucco, (such 30% requirement shall cover front portion of building and any portions seen from street sides) and be of the same color and material as the residence built, or to be built on the property;

D. The square footage of any outbuilding shall not exceed 1500 sq. ft.;

E. If a one story residence is placed on the property, the highest roof ridge of any outbuilding shall not exceed twenty (20) feet, or the highest roof ridge (not including any chimneys) of the residence to be built on the property, whichever is lower. If a two story residence is built on the property, the highest roof ridge of the outbuilding must not, in any event, exceed twenty (20) feet in height;

F. All outbuildings must be located behind the rear line of any house built on any lot. In addition, on corner lots, all outbuildings must be located behind the rear line of the house on the opposite rear corner of the house in relation to the front corner of the street intersection.

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

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square foot for advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sale.

11. All residences shall be of new construction, and no residence (new or used) may be moved from another area into the subdivision. Mobile homes of any kind, shall not be allowed to be placed or parked, either permanently or temporarily on any lot.

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

13. No building shall be located on any lot nearer to the front lot line, or nearer to any side street line than the minimum building set back line shown on the recorded plat, if shown. As to the minimum set back lines on both the sides and rear of any lot, if not shown, the same must comply with the ordinances of the City of Oklahoma City.

14. All driveways must be made of concrete or stamped asphalt from the edge of the street completely to any residence or garage, all per the specifications as required by the City of Oklahoma City.

15. All mailboxes shall be composed of brick or stone, with stone case street address number on them, and be of a color to match color scheme of residence.

16. No truck, pickup truck, bus, commercial vehicle, or recreational vehicle of any kind exceeding one (1) ton, with factory bed, shall be parked or permitted to remain on the driveway of, or street adjacent to, any residential plot In this subdivision, except for such period of time as may be absolutely necessary in order

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to pick up or deliver materials, or to do work or make repairs on the property. It is the intent of this requirement that the owners and occupants of residential buildings in the subdivision shall not use the property upon which they reside, or streets adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle. Further, no truck, automobile, pickup truck, bus, commercial vehicle, boat, or recreational vehicle of any kind shall be allowed to remain on any street adjacent to such lot.

17. Driveways shall not be used for parking or storage for such items as recreational vehicles, boats, trailers, campers, lumber, etc. Furthermore, such items, including vehicles of any kind, if stored or parked on the premises, shall be done inside a storage building or placed behind a fence so as not to be seen from any portion of this subdivision other than the lot on which it is parked, and shall be on a concrete surface.

18. No lot contained in any block of the subdivision as reflected by the plat map on file shall contain more than one single family residence. It is the intent of this covenant to prevent the re-subdivision of any lots within this addition in any manner whatsoever which would result in the construction of more houses than allowed by City Ordinances.

19. No fencing shall be installed on the front portion of any lot within this subdivision between the front lot boundary line and the front line of the residence. In addition, all fencing shall be stockade, brick, chain link, wrought iron, manufactured PVC, or rock, or other type approved by Jerl Methvin or Jay Blough

20. All utility services to any lot within the subdivision shall be underground. In addition, no window type air conditioners shall be installed in any premises that can be seen from the street.

21. Notwithstanding any provision contained herein, all owners of any lot within the addition must comply with all City of Oklahoma City Ordinances relating to this addition.

22. Prior to a residence being occupied, the builder or owner of the property must, at their cost, install complete grass sodding on the front portion of any lot between the front lot boundary line and the front of the residence, including any side yards facing a street if located on a corner lot.

23. All lot owners shall continuously maintain landscaping with respect to each of their lots, such as mowing of lawn, planting and maintaining of shrubs and trees. In the event any grass or weeds exceed 6 inches in height the City of



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Oklahoma City will be notified, will mow the same, and bill such mowing to each property owner.

24. At such time as any portion of any unit is painted, or stained, either initially or at a later date, the same shall be in such a color as approved by the building committee and/or so as to harmonize with any existing residences within the addition at all times.

25. Any ham radio antenna placed on a lot shall be located so as to not be seen from the front of the property, and so long as it is not more than ten feet higher than the top of any outbuilding. Any television antenna must be located in the attic of any home. As to any satellite antennas, not more than two (2) 18 inch satellite antennas will be allowed, but must not be attached to, or located on the front portion of any home.

26. The principal exterior of any residential structure shall be at least ~~SEVENTY~~ <sup>SEVENTY</sup> five (75%) percent brick, natural rock, or stucco (EIFS) only, exclusive of eaves, fascia, gables, doors, windows, and garage doors, and the balance of the exterior may be of frame, wood, vinyl siding, or other material which will blend together with such brick, natural rock, or stucco (EIFS). Any deviations from the above must be approved in advance by the Jerl Methvin or Jay Blough, or a representative appointed by them.

27. All roofing (both initial and replacement) shall be wood or laminated composition, and be of a weathered wood color and appearance. Provided however, no three (3) tab shingles shall be installed on any home. Such roofing shall have a 25 year warranty. All roof lines on any residences must be a minimum of a 12 pitch.

28. No wind powered generators shall be installed on the premises.

29. All HVAC, (or other vents) protruding through roof lines must protrude through rear portion of residence roof line, unless otherwise approved by the building committee set forth herein. Approval shall only be made if refusal thereof would render undue hardship in building the residence due to it's design. In addition, all vent pipes must be painted to match roof color.

30. No wind turbines shall be allowed on any roof. All attic ventilation shall be done by way of ridge vents, low profile static vents, or electric power vents.

31. Upon the conveyance of record from North Fork Development, L.L.C. of a minimum of twenty (20) of the lots located within this addition to any party or

parties, the following shall take place: (1) the twenty (20) or more lot owners within the addition shall then have the right to form a Property Owners Association, and make assessments to all lot owners for the care and upkeep of any entryways to the addition, (2) shall elect new architectural committee members, the same of which shall not be composed of Jerl Methvin and Jay Blough, and (3) no assessments shall be made against North Fork Development, L.L.C. until any lot they own is conveyed of record to a new owner.

32. The undersigned owner, or a representative designated it, hereby reserves, and is herewith granted the right and power to record a Special Amendment to the Declaration at any time from time to time, which amends this Declaration (1) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (2) to induce any of such agencies or entities to make, purchase, furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the such parties to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of the such parties to make, execute and record such Special Amendments. No Special Amendment made by such parties shall affect or impair the lien of any first mortgage upon a lot or any warranties made by an owner to a first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure or guarantee the first mortgage on such owner's lot.

33. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 1st day of January, 2020, at which time said covenants shall be automatically extended for successive ten (10) year periods, unless an instrument, at any time, signed by the owners of seventy-five (75) percent of the lots has been recorded, agreeing to change said covenants in whole or in part.

34. If the undersigned, its successors 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 violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violation.

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

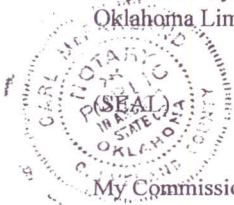
This document dated as of the hereinafter reflected acknowledgment.

North Fork Development,  
L.L.C., an Oklahoma Limited  
Liability Company

By:   
Jerl Methvin, Manager

STATE OF OKLAHOMA     )  
                                  )     SS.  
COUNTY OF CLEVELAND    )

The foregoing instrument was acknowledged before me this 8th day of May, 2004 by Jerl Methvin, as Manager of North Fork Development, L.L.C., an Oklahoma Limited Liability Company, by and on behalf of said company.



  
Notary Public

My Commission Expires:  
April 13, 2005

Commission No. 01006307



Doc # 2004013188  
Bk 2914  
Pg 139-146  
DATE 05/17/04 10:30:48  
Filing Fee \$27.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of CANADIAN  
CANADIAN County Clerk  
PHYLLIS BLAIR



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(2)

**AMENDMENT TO OWNER'S CERTIFICATE,**  
**DEDICATION, RESTRICTIONS,**  
**AND RESERVATIONS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned party executing this document previously filed an Owner's Certificate, Dedication, Restrictions, and Reservations in Book 2914, Page 139, Canadian County records, relating to the following described real property and premises located in Canadian County, Oklahoma, to-wit:

WIMBERLEY ESTATES SECTION 2 ADDITION to  
Oklahoma City, Oklahoma, being part of the NE/4 of Section  
14, T11N, R5W of the I.M., according to the recorded plat  
thereof.

Num. Index \_\_\_\_\_  
B. & P.H. Index \_\_\_\_\_  
Margin \_\_\_\_\_

WHEREAS, the provisions thereof provided that the same may be amended by owners of more than seventy-five percent (75%) of the lots. The undersigned continues to hold more than said percentage.

WHEREAS, the undersigned desires to amend the same, all as hereinafter set forth.

NOW, THEREFORE, the undersigned party does herewith amend the above mentioned document recorded in Book 2914, Page 139, in the following manner:

**As to paragraph 27 thereof, the last sentence thereof is herewith amended to read as follows: "All roof lines on any residences must have a minimum of an 8/12 pitch."**

Except as hereinabove set forth, the original Restrictions above mentioned filed in Book 2914, Page 139, Canadian County records shall remain in full force and effect.

This document dated as of the hereinafter reflected acknowledgment.

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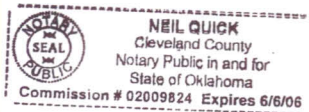
North Fork Development,  
L.L.C., an Oklahoma Limited  
Liability Company

By: Jeff Methvin, Manager

STATE OF OKLAHOMA )  
COUNTY OF CLEVELAND ) SS.

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of  
May, 2004 by Jerl Methvin, as Manager of North Fork Development, L.L.C., an  
Oklahoma Limited Liability Company, by and on behalf of said company.

(SEAL)



Neil Quick  
Notary Public

My Commission Expires:

Commission No.



Ret: North Fork Development  
6015 S. High  
OKE 73149

Doc # 2004013959  
# 2917  
# 613-614  
DATE 05/24/04 10:31:32  
Filing Fee \$15.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of CANADIAN  
CANADIAN County Clerk  
PHYLLIS BLAIR