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BOOK 2374 PAGE 121

OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS

770 W. Rock Creek Rd. Ste#103 Norman, 73C

KNOW ALL MEN BY THESE PRESENTS:

This Owner's Certificate, Dedication and Reservations made this 10th day of October, 1995 by **STERLING, INC., A CORPORATION**, hereinafter referred to as **DECLARANT**, witnesseth:

Declarant is the owner of, and the only party having any right, title, or interest in and to the following described real property and premises located in Cleveland County, Oklahoma, to-wit:

ALL OF WARWICK ADDITION SECTION 3 TO NORMAN, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

STATE OF OKLAHOMA CLEVELAND COUNTY FILED AND RECORDED OCT 11 PM 1:21 DORENDA FRANSON COUNTY CLERK

Declarant certifies it has caused all of the above described Warwick Addition Section Three to Norman, 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, set back lines, rights of way, widths of streets and reserves for utilities. Said parties hereby designate said tract of land so platted as **WARWICK ADDITION SECTION 3** to the City of Norman, Cleveland County, Oklahoma, and hereby dedicates to the public use all the streets and avenues within such subdivision, and reserves easements for installation and maintenance of utilities, and for drainage within such subdivision, as shown on the recorded plat thereof. All lands so dedicated to public use are free and clear of all encumbrances.

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 Declarant and its successors in title to the subdivision above mentioned, it hereby imposes the following Restrictions, Covenants and Reservations, to which it shall incumbent upon successors in title to adhere.

1. All Lots in said Addition, (with the exception of Lot 1, Block 1 of said Addition), are hereby designated as single family residential building plots. No structure shall be erected, altered, placed or permitted to remain on any such single family residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height, and a private garage for not less than two automobiles, and other outbuildings strictly incidental to residential use of the plot.

2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the finished grade elevation, by a committee composed of Justin J. Cervi and Don Cervi, or by any person or persons designated by said committee. In the event of the death or resignation of any members of said committee, the remaining members shall have full authority to designate a successor or successors. In the event said committee, or its designated representative, fails to approve or disapprove, within thirty (30) days, any plans and specifications submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and these covenants shall be deemed to have been fully observed and complied with. Neither the members of such committee, nor their designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. **Said building committee shall, notwithstanding any other provision of these restrictions, (1) have the right at all times to approve building plans and specifications until such time as all of the lots in said addition are fully developed, and occupancy permits are obtained thereon, and (2) have the right and authority to approve any and all contracts for repair and maintenance of the pool and cabana area located on Lot 1, Block 1, of said Addition, said authority of which shall continue until all Lots are developed in said Addition, or any subsequent Addition in which said pool and cabana area are annexed thereto.**

3. Reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these utility reserves no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the 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, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties, but are not a part of the drainage system maintained by a public authority or utility company, shall be the property owner's 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 the flow, or obstruct or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot, and (b) to provide continuous maintenance of the improvements in the easements or

of the channels or swales, except for the improvements for which a public authority, utility company, or property owners maintenance association is responsible.

4. No television, radio, or other antenna shall be placed on any lot or improvement to a height exceeding five (5) feet above the highest point of any residence. In addition, no antenna of any kind, including satellite antennas or dishes shall be installed on any lot in the front yard, or side lot forward of the front fence line, or on any area of the Lot that may be seen from the street or adjoining property owners. However, notwithstanding the above, any satellite dish not exceeding 18 inches in diameter may be placed on the side or rear portion of a residence, so long as the same is located behind any fence line requirement in these restrictions.

5. The minimum square footage living area of the main structure, exclusive of covered and open porches and garage, on all lots in **WARWICK ADDITION SECTION 3**, shall be as follows:

Lot	Block	Minimum Sq. Footage
2-3	1	2100
1-8	2	2100
1-4	3	2100
9-13	2	2300
5-8	3	2300

6. Any window type air conditioners installed shall be kept from view of the street.

7. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than Twenty-five (25) feet to the front lot line, or further than Thirty-five (35) feet from the front lot line, or nearer to the rear lot line than permitted by city ordinances. No dwelling shall be located nearer than Five (5) feet to a side lot line, including garages or other outbuildings. In no event shall the distance between residential buildings be less than Ten (10) feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building. Provided however, that this paragraph shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

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

9. 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.

10. No fence shall be installed on the front portion of any lot in this subdivision forward of the front building corners on either side of the residence. Fences shall be of wood, brick, masonry, or decorative iron construction, or other fence that may be approved by the committee. Further, on all corner lots having side streets, the building set back line as to fences shall be complied with as per the plat map filed of record in said Addition.

11. No detached garage or other outbuilding shall be permitted in any easement reserved for utilities.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on an lot, except dogs, cats or other household pets may be kept, (provided they are reasonable in number) and further provided they are not kept, bred or maintained for a commercial purpose.

13. 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 six (6) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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

15. All houses are to face the front of the lot, except as may be approved by the committee in writing.

16. Driveways shall not be used for storage for such items as boats, trailers, campers, lumber, etc. Furthermore, no recreational vehicle, trailer, camper, house trailer, motor home, airplane, boat, boat trailer, bus or commercial vehicle of any kind or any motor vehicle, or other unsightly material, other than a standard passenger car or pick-up not exceeding one (1) ton, shall be parked or permitted to remain on the driveway of, in the front yard, side yard in front of fence

line, 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. Furthermore, none of the above mentioned items are to be parked or stored either temporairly or permanently so as to be seen from any portion of the subdivision other than the lot on which it is parked. 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 items above mentioned, other than the said standard passenger cars or pick-ups. In addition, the parking of any vehicle or items set forth in this paragraph shall be done on a concrete surface. **Further, there shall be no habitual parking of operable or inoperable vehicles parked in the street in front of any Lot, or in the case of corner Lots, the side street.**

17. Except for the undersigned Declarant, sidewalks as required by the City of Norman Ordinances must be installed by the owner of the lot or land adjacent thereto no later than the 1st day of July, 1999.

18. No detached garages shall be permitted on any lot in said subdivision, except upon approval of the committee or its representatives.

19. The roof (both initial and replacement) of all dwellings built in said addition must be of 350 pound composition, and be of a weathered wood style, color and appearance which is gray in color, or other type of approved gray shingle. All roofs must have a minimum pitch or slope of 7/12. All outbuildings must be of a style as approved by the committee. In addition all outbuildings must have shingles that will match the principal residence, and must have a maximum of a Seven (7) feet eave height, and must be located a minimum of five (5) feet from any fence line. Any variance of the above provisions must be approved by the architectural committee in writing.

20. All lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the committee. All garbage cans or refuse areas are to be fully screened and covered from view of street and from adjoining lots. In addition, all lots must have the front yards of such residences sodded with solid grass, and must have a minimum of $500 expended on landscaping within two weeks of an occupancy permit being issued on such property.

21. The principal exterior of any residential structure shall be at least Seventy percent (70%) masonry exclusive of eaves, facia, gables, doors, windows, and garage doors and shall be at least Fifty percent (50%) masonry inclusive of eaves, facia, gables, doors, windows, and garage doors and the balance

of the exterior may be of frame, wood, shingles or other material which will blend together with the masonry. Any deviation from the above must be approved in advance by the committee.

22. All woodburning fireplaces located in any home must be brick or brick veneer from top to bottom. All non-woodburning fireplaces which exit through the roof may be vented without brick or brick veneer.

23. The undersigned Declarant, or a representative designated by it, hereby reserves and is granted the right and power to record a Special Amendment to these Restrictions at any time and from time to time, which amends the same (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, insure or guarantee any first mortgage on such owner's lot. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the such party 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 granted acknowledgement of, and a consent to the reservation of the power 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 mortgage in order to induce any of the above agencies or entities to make, purchase, insure or guarantee any first mortgage on such owner's lot.

24. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten years each. Only following the above mentioned date, or any successive period dates, these covenants and restrictions may be amended, modified or revoked by an instrument in writing, signed, and filed of record, by at least two-thirds (2/3) of all Lot owners in the Addition. Prior to January 1, 2010, no amendments, modifications or changes may be made without approval of all Lot owners within the Addition.

25. If Declarant, or any of their successors, or assigns, or any person or persons claiming under them, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the

person or persons violating or attempting to violate any such covenant, and either to prevent him or them form so doing or to recover damages, costs, or other dues for such violation, including attorneys fees in the prosecution and enforcement of said covenants.

26. Invalidation of any one of these covenants by Judgment or court order shall in no wise affect any of the other provisions, and such other provisions shall remain in full force and effect.

Witness our hand and seals the date first above mentioned.

OWNER

All property
contained in Warwick Addition
Section Three

STERLING, INC.,
A CORPORATION

Vice- President

STATE OF OKLAHOMA)
) SS.
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me on this 10th day of October, 1995, by Justin J. Cerui, Vice- President of Sterling, Inc., by and on behalf of said Corporation.

(SEAL)

Notary Public

My Commission Expires:
Sept. 1996

SUPPLEMENTARY DECLARATION

WHEREAS, on July 19, 1993, there was filed in Book 2464, Page 304, Cleveland County records, a certain Declaration of Property Owners Association for Warwick Addition Section 2 to Norman, Oklahoma, according to the recorded plat thereof, and

WHEREAS, said Declaration was prepared, formed and filed of record for the purpose of constructing, repair, maintenance and upkeep of a certain swimming pool and cabana area, and any other common area subsequently made a part of the same.

WHEREAS, as part and parcel of the above mentioned Declaration, it provided that the same may be expanded by Supplementary Declaration to annex any additional real property to be made a part of such Declaration, along with any additional common area, to be owned or maintained by the Property Owners Association.

WHEREAS, Declarant, pursuant to such authority, does herewith annex the following property, all as follows:

1. Declarant does herewith declare, annex, and make a part and parcel of the Declaration recorded in Book 2464, Page 304 to add the following described real property and premises located in Cleveland County, Oklahoma, to-wit:

(All of WARWICK ADDITION SECTION 3 to Norman, Oklahoma, according to the recorded plat thereof.)

2. Located within Warwick Addition Section 3 to Norman as above described, namely Lot 1, Block 1, is the location of an existing swimming pool and cabana area which will be conveyed to the Property Owners Association, namely Warwick Swim Club, Inc., as common area.

3. Further, additional common area which will not be owned by the Property Owners Association, but which will be maintained thereby shall be all of that area located between the south property line, including any fencing, of all of Block 1 of Warwick Addition Section 3 to Norman, and the street line of Rock Creek Road to Norman, Oklahoma. In that regard, Declarant does herewith grant and convey an access easement over the south seventeen (17) feet of any of the above Lots affected for the purpose of repairing, maintaining, or replacing any fencing, landscaping or sprinkler systems located on any of such Lots, or within such common area.

4. From and after the date of the execution and filing of this Supplementary Declaration, all of Warwick Addition Section 3, will thereafter become a part of, and be governed by all of the Rules and Regulations, along with terms thereof of that previous Declaration above mentioned recorded in Book 2464, Page 304, Cleveland County records. Further provided, maintenance assessments as to all property owners within Warwick Addition Section 3 shall be under the same terms, conditions, and assessments as set forth in the original Declaration for Warwick Addition Section 2, with the exception that initial assessments thereon as to each Lot owner will not begin until January 1, 1996.

Dated this 10th day of October, 1995.

Sterling, Inc.,
a corporation

By: [signature]
Vice - President

STATE OF OKLAHOMA)
) SS.
COUNTY OF CLEVELAND)

This instrument was acknowledged before me on 10th day of October, 1995, by Justin J. Cerui, as Vice - President of Sterling, Inc., a corporation.

[signature]
Notary Public

(SEAL)

My Commission Expires:
Sept 4, 1996