

**OWNERS CERTIFICATE AND RESTRICTIONS
COVERING APPLE VALLEY, SECTION**

BEING A SUBDIVISION OF THE NORTHWEST QUARTER
(NW /4) OF SECTION TWENTY-SEVEN (27), TOWNSHIP THIRTEEN
(13) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN,
OKLALHOMA COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That David T. Yost and Anna M. Yost, hereinafter referred to as “Owners”, do hereby certify that they are the Owners of the land embracing APPLE VALLEY, SECTION THREE, of the City of Oklahoma City, now platted into lots, blocks, streets, and easements, as shown on the Plat of APPLE VALLEY, SECTION THREE, recorded in Book 54 at Page 64 of the records of Oklahoma County, State of Oklahoma.

For the purpose of providing an orderly development of all of the lots and/or building sites, and blocks included in the above described plat, except Lot Four (4), Block Six (6), and for the purpose of providing adequate Restrictive Covenants for the benefit of themselves and their successors in title, the owners do hereby impose the following restrictions and reservations on the entire plat of APPLE VALLEY, SECTION THREE, except Lot Four (4), Block Six (6), to which it shall be incumbent upon their successors in title to adhere, and any person or persons, hereafter becoming the owner or owners, either directly or through any subsequent transfers, or in any manner whatsoever, of any lot or lots, block or blocks, included in APPLE VALLEY, SECTION THREE, shall take, hold and convey same, subject to the following restrictions and reservations, to-wit:

(1) All of the building sites in APPLE VALLEY, SECTION THREE above described, shall be reserved exclusively for use as residential lots and/or residential building sites. No building or structures shall be erected, altered, placed or permitted to remain on any lot or building site in said subdivision other than single family dwellings, not exceeding two stories in height, and a private garage for not more than three (3) automobiles, except a maximum of two other outbuildings incidental to residential use, such as a storage building, which shall be required to be of new construction and must be in architectural and design harmony with the main residential structure.

(2) No building or structure of any sort may ever be placed, erected, or used for business, professional, trade or commercial purposes, on any portion of any lot or block in APPLE VALLEY, SECTION THREE. It is further provided that this prohibition shall not apply to any building or structure that may be placed on any lot or portion of a lot in APPLE VALLEY, SECTION THREE that is used exclusively by a public or private utility company in connection with the furnishing of utility services to such subdivision, nor shall it apply to an enclosure or structure located on a small portion of the greenbelt that is used solely for the purpose of storing materials, tools or equipment used in the maintenance of the common areas within APPLE VALLEY SECTION ONE, APPLE VALLEY SECTION TWO and APPLE VALLEY SECTION THREE.

(3) No trailer, basement, tent, shack, garage or barn or other outbuilding placed or erected on any of the above-described lots shall at any time be used as a residence, temporarily or permanently, nor shall any other structure of temporary character be used as a residence.

(4) No existing building or structure, or any portion or portions thereof, may ever be moved on or placed on any of the above-described lots. It is the intention of this covenant to definitely prohibit the moving onto and/or placing of existing residential structures on any of the lots and/or blocks on the property heretofore described.

(5) Prior to beginning of the construction of any residence on any of the lots in APPLE VALLEY, SECTION THREE, building plans must be submitted to "Owners" or their designated or appointed successors, so that it may be determined that the planned structure is in conformity with the size and material requirements of the restrictive covenants, and in harmony with the external design of existing structures in said subdivision. Further, a plot plan must be included showing the location of the proposed structure with respect to topography and finished ground elevations and in relation to front building and side-lot set back lines. Such plot plan must also identify the location of any water well, septic tank and lateral field so that "Owners" can determine that the placement of same will meet all Health Department standards and will not adversely affect construction on adjacent lots. If no objection has been made within forty-five (45) days from the time of submission of the building and plot plans, then they may be presumed satisfactory and this covenant shall be deemed to have been fully complied with.

(6) No one-story single-family main residential building shall ever be constructed or erected on any lot, lots or building in APPLE VALLEY, SECTION THREE unless the ground floor area of said one-story, single-family residence, exclusive of open porches, breezeways and attached garages, is at least two thousand four hundred (2,400) square feet in area. No split-level or two story single-family main residential building shall ever be constructed or erected on any lot, lots or building site in APPLE VALLEY, SECTION THREE, having less than a total floor area of two thousand four hundred (2,400) square feet, exclusive of open porches, breezeways and attached garages, and the lower floor of such two story structure must contain at least one thousand six hundred (1,600) square feet of the required total living area. All buildings shall be of new construction, and all buildings must be completed and fully finished within twelve (12) months from the time of the beginning of their construction. A minimum of 75% of the exterior of any single story structure and a minimum of 50% of the exterior of any two story structure must be covered by brick or other masonry material, EXCEPT:

(a) Under special circumstances an exception to the masonry requirement may be granted by consent of the "Owners". Such an exception shall be made only when and if the plans and specifications clearly show the proposed dwelling to meet or exceed all the intended quality and value requirements; and when an exterior material other than masonry is clearly an architectural or design necessity. However, in no event will artificial stone materials be acceptable.

(7) All residences constructed on any lot in APPLE VALLEY, SECTION THREE shall be required to have roof constructed out of wood shingles, clay tile or slate. **Note: This item has been amended and presently allows a high grade composition material roof.**

(8) No building or any part thereof shall ever be located nearer than fifty (50) feet to the front lot line, and in no case less than twenty-five (25) feet to the side lot line, except the front lot line of Lots Five (5), Six (6) and Seven (7), Block Four (4), shall be thirty feet (3) and the side lot line of Lots Sixteen (16), Seventeen (17) and Eighteen (18), Block One (1) and Lot Five (5), Block Four (4), shall be fifteen feet (15'). Provided, however, that where the whole or parts of two or more adjoining lots are used for a single building site then the aforesaid side lot line restrictions shall not apply on the

two or more contiguous sides of said lots, and in lieu thereof, shall apply to the exterior side boundary lines of the actual building site used. The aforesaid lot line or said boundary line restrictions shall also not apply to a detached garage or other outbuilding located one hundred (100) feet or more from the front lot line of the lot or building site on which said outbuilding is erected, provided, however, that said outbuilding must be at least ten (10) feet from the nearest side lot line or side boundary line. No fence, enclosure, or carport of any type or nature whatsoever, shall ever be constructed, erected, placed or maintained forward of the front building limit or setback line, on each lot, as same is shown on the recorded plat of APPLE VALLEY, SECTION THREE. EXCEPT: A painted wooden or wrought iron fence, clearly decorative in nature, can be located forward of the front or side property line. Use of barbed wire or similar fencing material is specifically prohibited.

(9) All septic systems and water wells must meet City, County and State Health Department requirements and specifications for construction and must be inspected and approved in writing by the appropriate government officials prior to their use. Each purchaser of a lot or building site in APPLE VALLEY, SECTION THREE shall be provided a septic system Percolation Test made by a licensed sanitarian and approved by the City/County Health Department. This test report will show a basic design and a location for the septic system and lateral lines in relation to the water well location. It shall be mandatory that each lot owner meet the requirements for system design, length of lateral lines and location as set forth in the Percolation Test report. If a modification of the design or location of the well, septic system or lateral field is desired by the lot owner, it must first be approved in writing by a licensed sanitarian and by the "Owners" prior to construction.

(10) All driveways entering residential lots or building sites in APPLE VALLEY, SECTION THREE must have paved approaches of not less than twenty (20) feet in width at the entrance, with an adequate turning radius. Furthermore, adequate drainage structures must be installed in the barrow ditch by individual lot owners prior to the construction of a temporary driveway or entrance to a lot or building site in APPLE VALLEY, SECTION THREE, and the specific requirements to be obtained from the "Owners" prior to any construction on the lot. Such drainage structures must be in accordance with the predetermined standards set by the

City of Oklahoma City. At no time during the construction of a house or residence shall the drainage of the barrow ditches be obstructed.

(11) No refuse of any sort may be placed or dumped on any vacant lot in APPLE VALLEY, SECTION THREE, nor will any lot be used for storage other than for construction materials during actual construction of a residence on said lot.

(12) Animals shall be limited to household pets. Leash laws passed by the City, County or State must be strictly followed. No horses, cows, sheep, hogs, goats or any other similar animals or any poultry of any kind whatsoever, shall be grazed, bred or kept on any of the lots and/or building sites in APPLE VALLEY, SECTION THREE.

(13) No subdivision of existing blocks or lots or portions thereof will be made of any portion of APPLE VALLEY, SECTION THREE, and no more than one (1) residential structure may be located on each lot or building site.

(14) The greenbelt areas shall be exclusively for pedestrian use by owners and their invited guests. There shall be absolutely no motorcycles or motorbikes allowed at any time in the greenbelt areas nor shall any other motorized vehicle such as cars, jeeps, dune buggies or any other similar vehicle be allowed except such equipment as is necessary to mow and maintain said areas. "All terrain vehicles", commonly known as three-wheelers or four-wheelers, are specifically prohibited.

(15) At no time shall any lot owner whose lot abuts any of the green belt areas build or cause to be built any fence or other structure that encroaches on any part of any of the greenbelt areas as shown on the plat of APPLE VALLEY, SECTION THREE. Nothing may ever be erected or placed that would obstruct the flow of drainage through the open drainage channel (barrow ditches) or the portion of the greenbelt areas that from time to time serve as drainage areas.

(16) At no time and under no circumstances shall the owners of Lots Five (5) through Eleven (11), Block Six (6) and Lots Seventeen (17) and Eighteen (18), Block One (1), as shown on the plat of APPLE VALLEY, SECTION THREE, construct a driveway of any sort, either temporary or permanent, connecting their lot to the section line road (Air Depot), it

definitely being the intention of this covenant to limit the access of those lots abutting the section line road (Air Depot) to entry from the rear of said lots.

At no time and under no circumstances shall the owners of Lots Two (2) and Three (3), Block Six (6) as shown on the plat of APPLE VALLEY, SECTION THREE, construct a driveway of any sort, either temporary or permanent, connecting their lot to the section line road (Hefner Road), it definitely being the intention of this covenant to limit the access of those lots abutting the section line road (Hefner Road) to entry from the rear of said lots.

(17) All property within APPLE VALLEY, SECTION THREE, except Lot Four (4) Block Six (6), is hereby brought within and is fully subjected to the Declaration of Covenants covering APPLE VALLEY, SECTION ONE, filed of record on July 6th, 1979 in Book 4582 at Page 1599 and APPLE VALLEY, SECTION TWO, filed of record on January 24, 1984 in Book 5119 at Page 856, in order that APPLE VALLEY, SECTION THREE shall become a part of the "Properties" as defined in Article I, Section 3 of such initial Declaration. It is the intent of this paragraph to cause APPLE VALLEY, SECTION THREE, to be treated as a future addition as defined under Article II of said initially filed Declaration and the Owners hereby adopt all portions of said previously filed Declarations where not inconsistent with this document. Any record owner of any parcel within APPLE VALLEY, SECTION THREE shall be deemed a member of the Apple Valley Homeowners Association, Inc., an Oklahoma Non-profit corporation, and shall be deemed an Owner as defined in Article I, Section 2 of said initially filed Declaration, EXCEPT the "Owners" shall not be required to pay any dues assessed by The Apple Valley Homeowners Association, Inc. for a period of one (1) year from the date these Restrictions are filed of record.

(18) Should the owner and/or tenant of any lot or lots or building sites in APPLE VALLEY, SECTION THREE violate any of the restrictive covenants and/or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein, after reasonable notice, then in such event, any owner of any lot or building site in APPLE VALLEY, SECTION THREE may institute legal proceedings to enjoin, abate, and /or correct such violation or violations and the owner of the said lot or lots or building site permitting the violation of such restrictions and/ or conditions shall pay all attorney fees, court costs,

and other necessary expenses incurred by the aforesaid violation or violations, and it is further agreed that such costs allowed and assessed by the Court for the aforesaid violation or violations shall become a lien upon the land, as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action so brought to enforce such restrictions in the same manner as liens upon real estate, the procedure as to which is fixed by statute.

(19) The covenants herein stated are to run with the land, and shall be binding upon all parties and all persons claiming under them until December 31st, 2000, at which time, said covenants shall be automatically extended for successive periods of five (5) years, unless by a vote of the then owners of three-fourths (3/4ths) of the lots in APPLE VALLEY, SECTION THREE, it is agreed to change such covenants in whole or in part; EXCEPT with respect to the Homeowner's Association, no changes can be made unless approved by the Owners and by a vote of the owners of three-fourths (3/4ths) of all of the Lots in APPLE VALLEY, SECTIONS ONE, TWO AND THREE. The intent hereof is that the covenants herein contained shall be perpetual but that an option is hereby granted to those persons shown to be the owners of record of the lots in said subdivision on January 1st, 2000, to change or revoke the same or any part hereof by a vote of the owners of three-fourth (3/4ths) of all of the lots in said APPLE VALLEY, SECTION THREE and a similar option is granted at the expiration of each five (5) years thereafter; Except with respect to the Homeowner's Association, no changes can be made unless approved by the Owners and by a vote of the owners of three-fourths (3/4ths) of all of the Lots in APPLE VALLEY, SECTIONS ONE, TWO and THREE. The Owners may amend these Restrictions at any time. Any Amendment must be filed of record.

(20) Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

(21) The above Restrictions shall not apply to Lot Four (4), Block Six (6), APPLE VALLEY, SECTION THREE.

This document was signed by David T. Yost and Anna M. Yost and was notarized on the 16th of January 1991.

The covenant documents for Sections One and Two are similar to this document. There has been an amendment regarding roofing material allowed. The amendment was affected on the 18th day of April 1997. This allows a high quality composition roof as well as wood shingles, clay tile or slate. Should any member desire a hard copy of these covenants they need only call the Secretary of the Board or any active Board Member.