

OWNER'S CERTIFICATE, DEDICATION AND RESERVATION

KNOW ALL MEN BY THESE PRESENTS:

VERO INVESTMENT CO. a corporation, (Declarant) hereby certifies that it is the owner of, and the only person, firm or corporation having any right, title, or interest in and to the following described real estate and premises situated in Oklahoma County, Oklahoma to wit:

All of Seminole Pointe Addition Section 1 to City of Oklahoma City, Oklahoma, according to the recorded plat thereof more particularly described on attached Exhibit A.

Said corporation further certifies that it has caused said property, designated aforesaid, 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 corporation hereby dedicates to 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 land so dedicated to public use are free and clear of all encumbrances.

1. All lots in said addition are hereby designated as family residential building plots. No structure shall be altered, placed or permitted to remain on any such single ~ residential building plot other than one detached single dwelling not to exceed two and one-half stories in height, and private garage for not more than three, nor less than two automobiles, and other outbuildings strictly incidental to residential use of the plot.

2. No structure, whether residence, accessory building, tennis court, swimming pool, antenna (on a structure or on a lot) flag poles, fences, walls, treehouses, platforms, exterior lighting, or other improvements, shall be constructed or maintained upon any lot and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved deposited with the Architectural Control Committee. The Architectural Control Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association, the initial members of which shall be Gene McKown, Vernon McKown and Mike Deskin.

3. Only house numbers which are furnished by the Declarant shall be used and maintained on the property. Further, all mail boxes used must be approved by the Architectural Control Committee.

4. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations with the Property conform to and harmonize with existing surroundings and structures.

5. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within the thirty (30) days after requests have been submitted, approval will not be required, and the same shall be deemed to have been fully complied with.

6. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.

7. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

8. The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance the exterior may be of frame, wood, shingles or other materials which will blend together with the masonry. It is the intention of this restriction to allow panels of other materials other than masonry to be used, but in no~ event shall a continuing wall consisting of thirty-five percent (35%) of the exterior

of the residence be built of any material other than masonry. This restriction is intended to restrict a substantial portion of the principal exterior of residences to masonry construction, but it is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved in advance by the Committee.

9. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

10. The lots of any building or structure now or hereafter erected on a lot shall be occupied and used for single-family residence purposes only. All proposed plans for structures shall be approved by the Architecture Control Committee. However, all buildings and structures now or hereafter erected on a lot shall comply with the additional following conditions and restrictions:

A. The square footage of each dwelling house constructed shall have a minimum square footage of 1,500 square feet. The ground floor area of the main structure, exclusive of covered and open porches and garage, shall be not less than Fifteen Hundred (1,500) square feet for any one story dwelling, or less than Eight Hundred (800) square feet on the ground floor for a dwelling of more than one story, but the total living space per dwelling shall be not less than One Thousand Five Hundred (1,500) square feet.

B. All roofs shall be completed using shingles with a minimum weight of 240 pounds per square and shall be "weatheredwood" (gray in color) or the equivalent. The roofs must have a minimum pitch slope of 4 and 12. All other roofs must be approved by the Architectural Control Committee in writing.

11. No truck, boat, bus, camper, trailer, recreational or commercial vehicle of any kind or any motor vehicle other than a standard passenger car shall be parked or permitted to remain on the driveway of, or the front yard of, or street adjacent to, any residential plot in the 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 street adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle, other than the said standard passenger car or passenger pick up. Said prohibited vehicles may be kept on a lot provided they are totally concealed. Under no conditions may such a prohibited vehicle be occupied, temporarily or permanently, as a residence.

12. Garage conversions are prohibited. Garages may not be structurally altered as an extra room addition or for the purpose of any residential or commercial use.

13. The owner of each lot shall keep the lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded or sodded and mowed, shrubbery trimmed and painted exterior surfaces repainted all in a manner and with such frequency as is consistent with good property management.

14. In the event the owner of any lot fails to maintain the lot and the buildings and other improvements thereon as provided herein, the Association, after ten (10) days written notice to the owner and with the approval of the Board of Directors, shall have the right to enter upon the lot to perform such work as is reasonably required to restore the lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with restoration shall be reimbursed to the Association by the owner of the lot, upon demand. All unreimbursed costs shall be a lien upon the lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with the terms of a Property Owners Association governing this addition.

15. 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 such utilities, or which may change the direction or 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 reserves 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 overflow, 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 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.

16. 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.

17. Any window type air conditioner installed shall be kept from view of the street.

18. 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 25 feet to the front lot line, or further than 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 5 feet to a side lot line.

19. No trash, ashes or other refuse may be thrown or dumped on any vacant lot. Each owner of a vacant lot is required to keep said lot in presentable condition or the Committee may, at its discretion, mow said lot, trim and spray tees, remove trash or refuse and levy a lien on said lot for the cost involved. Any non—burnable refuse must be hauled away for disposal. No owner may make use of a vacant lot for dumping, burning or otherwise disposing of refuse. All major burning must be approved by the Committee so as to eliminate all fire hazard due to burning.

20. No owner of any lot within said addition shall demand or receive electric service from overhead wire facilities so long as electric service is available from underground distribution systems. The owner of each lot shall provide the required improvements erected thereon by means of underground service conductors installed, owned and maintained in accordance with plans and specifications furnished by the electric service supplier leading from the source of supply in the utility reserve to such improvement. In addition, no above—ground tank shall be installed or placed on the property, nor shall there be any antennas, transmission towers, etc., without written consent from Gene McKown or Mike Deskin.

21. 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.

22. 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.

23. No fence shall be installed on the front portion of any lot in this subdivision between the front lot line and the front building setback line. All the fencing shall be 6 foot wood privacy fencing. They shall be constructed with the smooth side facing outward to the common areas and any public streets. Any deviation to this shall be approved by the Architectural Control Committee.

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

25. 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.

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

27. All residences shall be of new Construction, and no residence, part of a residence, or garage, 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.

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

29. 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 from the street and from adjoining lots.

30. 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, or other evidence 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 any first mortgage on such owner's lot.

31. Invalidity of any one of these covenants or restrictions by judgment or court order shall not affect any other provision which shall remain in full force and effect.

32. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of ninety percent (90%) of the lots stating that this Declaration shall expire at the end of the then current term.

33. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) of the lots, and thereafter by an instrument signed by the owners of not less than seventy—five percent (75%) of the lots. Any amendment must be recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

34. Notwithstanding any other provisions of these restrictions, Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the property or any party thereof or any lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the property or any parts thereof or any lots thereon for federally approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

35. Each owner shall register in writing his mailing address with the Association, and notice or demands intended to be served upon an owner shall be sent by certified mail, postage prepaid, address in the name of the owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Association governing these restrictions shall be sent certified mail, with postage prepaid to 1320 N. Porter, Norman, Oklahoma, 73071.

36. If the undersigned party, or any of its 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 entity owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the party or entity violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation, including attorneys fees in the prosecution and enforcement of said covenants.

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

38. The property contained herein will be made a part and parcel of a certain Declaration of Property Owners Association to be filed with the County Clerk of Oklahoma County, with Seminole Pointe Property Owners Association, Inc. a non-profit corporation having the right and obligation to enforce these restrictions.

Dated this 7th day of March, 1995

Signed by Gene McKown

EXHIBIT "A"
(metes and bounds legal description purposely omitted)

OWNERS CERTIFICATE, DEDICATION AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT Vero Investments, Inc. an Oklahoma corporation, hereby certifies that it is the owner of, and the only person, firm or corporation having any right, title or interest in and to the following described real estate and premises situated in Oklahoma County, Oklahoma, to-wit:

All of Seminole Pointe Addition Section 2 to City of Oklahoma City, Oklahoma, according to the recorded plat thereof more particularly described on attached Exhibit A;

Said corporation further certifies that it has caused the said property, designated aforesaid, 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, setback lines, rights-of-way, widths of streets and reserves for utilities. Said corporation hereby dedicates to public use all the streets and avenues within such subdivision; easements for the installation and maintenance of drainage; and utility easements within the subdivision as shown on the recorded plat. 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 said corporation and its successors in title to lots and blocks within the 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 within 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 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 more than three or less than two automobiles, and other outbuildings incidental to residential use of the plot.

2. No structure, whether residence, accessory building, tennis court, swimming pool, antenna (on a structure or on a lot) flag poles, fences, walls, treehouses, platforms, exterior lighting, or other improvements, shall be constructed or maintained upon any lot, and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof; the location of the structure plotted horizontally and vertically; the location and size of driveways; the general plan of landscaping, fencing, walls and windbreaks; and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved deposited with the Architectural Control Committee. The Architectural Control Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association. The initial members of which shall be Gene McKown, Vernon McKown and Mike Deskin.

3. Only house numbers which are furnished by the Declarant shall be used and maintained on the property. Further, all mail boxes used must be approved by the Architectural Control Committee.

4. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations with the Property conform to and harmonize with existing surroundings and structures.

5. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within the thirty (30) days after requests have been submitted, approval will not be required, and the same shall be deemed to have been fully complied with.

6. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.

7. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

8. The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of frame, wood, shingles or other materials which will blend together with the masonry. It is the intention of this restriction to allow panels of other materials other than masonry to be used, but in no event shall a continuing wall consisting of thirty-five percent (35%) of the exterior of the residence be built of any material other than masonry. This restriction is intended to restrict a substantial portion of the principal exterior of residences to masonry construction, but it is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved in advance by the Architectural Control Committee.

9. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.

10. The lot and any building or structure now or hereafter erected thereon shall be occupied and used for single family residence purposes only. All proposed plans for structures shall be approved by the Architecture Control Committee. However, all buildings and structures now or hereafter erected on a lot shall comply with the additional following conditions and restrictions:

A. The square footage of each dwelling house constructed shall have a minimum square footage of 1,500 square feet. The ground floor area of the main structure, exclusive of covered and open porches and garage, shall be not less than Fifteen Hundred (1,500) square feet for any one story dwelling, or less than Eight Hundred (800) square feet on the ground floor for a dwelling of more than one story, but the total living space per dwelling shall not be less than One Thousand Five Hundred (1,500) square feet.

B. All roofs shall be completed using shingles with a minimum weight of 240 pounds per square and shall be "weatheredwood" (gray in color) or the equivalent. The roofs must have a minimum pitch slope of 4 and 12. All other roofs must be approved by the Architectural Control committee in writing.

11. No truck, boat, bus, camper, trailer, recreational or commercial vehicle of any kind or any motor vehicle other than a standard passenger car or standard passenger pick-up shall be parked or permitted to remain on the driveway of, or in the front yard of, or street adjacent to, any residential plot in the 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 street adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle, other than the said standard passenger car or passenger pick-up. Said prohibited vehicles may be kept on a lot provided they are totally concealed. Under no conditions may such a prohibited vehicle be occupied, temporarily or permanently, as a residence.

12. Garage conversions are prohibited. Garages may not be structurally altered as an extra room addition or for the propose of any residential or commercial use.

13. The owner of each lot shall keep the lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded or sodded and mowed, shrubbery trimmed and painted exterior surfaces repainted all in a manner and with such frequency as is consistent with good property management.

14. In the event the owner of any lot fails to maintain the lot and the buildings and other improvements thereon as provided herein, the Association, after ten (10) days written notice to the owner and with the approval of the Board of Directors, shall have the right to enter upon the lot to perform such work as is reasonably required to restore the lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with restoration shall be reimbursed to the Association by the owner of the lot, upon demand. All unreimbursed costs shall be a lien upon the lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with the terms of a Property Owners Association governing this addition.

15. 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 such utilities, or which may change the direction or 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 reserves 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 overflow, 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 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 easement or of the channels or swales, except for the improvements for which a public authority, utility company, or property owners maintenance association is responsible.

16. 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.

17. Any window type air conditioner installed shall be kept from view of the street.

18. 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 25 feet to the front lot line, or further than 35 feet from the front lot line, or nearer to the rear lot line permitted by City ordinances. No dwelling shall be located nearer than 5 feet to a side lot line.

19. No trash, ashes or other refuse may be thrown or dumped on any vacant lot. Each owner of a vacant lot is required to keep said lot in presentable condition or the Architectural Control Committee may, at its discretion, mow said lot, trim and spray trees, remove trash or refuse and levy a lien on said lot for the cost involved. Refuse must be hauled away for disposal. No owner may make use of a vacant lot for dumping, burning or otherwise disposing of refuse.

20. No owner of any lot within said addition shall demand or receive electric service from overhead wire facilities so long as electric service is available from underground distribution systems. The owner of each lot shall provide the required improvements erected thereon by means of underground service conductors installed, owned and maintained in accordance with plans and specifications furnished by the electric service supplier leading from the source of supply in the utility reserve to such improvement. In addition, no above-ground tank shall be installed or placed on the property, nor shall there be any antennas, transmission towers, etc., without written consent from the Architectural Control Committee.

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

22. 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.

23. No fence shall be installed on the front portion of any lot in this subdivision between the front lot line and the front building setback line. All the fencing shall be 6 foot wood privacy fencing. They shall be constructed with the smooth side facing outward to the common areas and public streets. Any deviation to this shall be approved by the Architectural Control Committee.

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

25. 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.

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

27. All residences shall be of new construction, and no residence, part of a residence, or garage, 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.

28. All houses are to face the front of the lot, except as may be approved by the Architectural Control Committee in writing.

29. All lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the Architectural Control Committee. All garbage cans or refuse areas are to be fully screened and covered from view from the street and from adjoining lots.

30. 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 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 said party to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, or other evidence thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of 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 any first mortgage on such owner's lot.

31. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of ninety percent (90%) of the lots stating that this Declaration shall expire at the end of the then current term.

32. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) to the lots, and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots. Any amendment must be recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

33. Notwithstanding any other provisions of these restrictions, Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the property or any party thereof or any lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the property or any parts thereof or any lots thereon for federally approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

34. Each owner shall register in writing his mailing address with the Association, and notice or demands intended to be served upon an owner shall be sent by certified mail, postage prepaid, address in the name of the owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Association governing these restrictions shall be sent certified mail, with postage prepaid to 1320 N. Porter, Norman, Oklahoma 73071.

35. If the undersigned party, or any of its 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 entity owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the party or entity violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation, including attorneys fees in the prosecution and enforcement of said covenants.

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

37. The property contained herein will be made a part and parcel of a certain Declaration of Property Owners Association to be filed with the County Clerk of Oklahoma County, with Seminole Pointe Property Owners Association, Inc. a non-profit corporation having the right and obligation to enforce these restrictions.

Dated this 21st day of February, 1996.

Signed by Gene McKown

EXHIBIT "A"
(metes and bounds legal description purposely omitted)

**SUPPLEMENTARY DECLARATION FOR ALL OF SEMINOLE POINTE
ADDITION SECTION 2 TO OKLAHOMA CITY**

Whereas, on April 7, 1995, there was filed in the Office of County Clerk of Oklahoma County a certain Declaration of Covenants, Conditions and Restrictions of Seminole Pointe Addition Section 1 recorded in Book 6729, pages 2280-2286, Oklahoma County records, and Whereas on the same date above mentioned there was filed in the Office of the County Clerk of Oklahoma County, and attached to the above mentioned Declaration certain Articles of the Association recorded in Book 6729, pages 2287-2298, Oklahoma County records. Article VIII of the Articles of Association provided for the right of the original Declarant to add subsequent additions or property adjacent, near, or bordering Seminole Pointe Addition Section 1 to Oklahoma City by way of a Supplementary Declaration.

Whereas, Vero Investments, Inc., a corporation, by this document, herewith desires to include certain additional property in the above mentioned Declaration, Articles and Amendments thereto, all as hereinafter set forth.

Now, therefore, the undersigned, Vero Investments, Inc., a Corporation, does herewith declare the following:

1. That upon the execution of this document, and the filing of the same with the County Clerk of Oklahoma County, that all of Seminole Pointe Addition Section 2 to Oklahoma City, Oklahoma, according to the recorded plat thereof, be, and is herewith made a part of the Property Owners Association relating to Seminole Pointe Addition Section 1 to Oklahoma City, Oklahoma, according to the recorded plat thereof.

2. That henceforth, all of Seminole Pointe Addition Section 2 to Oklahoma City is herewith made a part and parcel of, and shall be entitled to all of the benefits of, and be required to comply with all terms and conditions of that certain Articles of the Association for Seminole Pointe Addition Section 1 recorded in Book 6729, pages 2287-2298 to Oklahoma County records.

Dated this 21st day of February, 1996.

Signed by Gene McKown

OWNER CERTIFICATE, DEDICATION AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT Vero Investments, Inc. an Oklahoma corporation, hereby certifies that it is the owner of, and the only person, firm or corporation having any right, title or interest in and to the following described real estate and premises situated in Oklahoma County, Oklahoma, to-wit:

All of Seminole Pointe Addition Section 3 to City of Oklahoma City, Oklahoma, according to the recorded plat thereof more particularly described on attached Exhibit A.

Said corporation further certifies that it has caused the said property, designated aforesaid, 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, setback lines, rights-of-way, widths of streets and reserves for utilities. Said corporation hereby dedicates to public use all the streets and avenues within such subdivision; easements for the installation and maintenance of drainage; and utility easements within the subdivision as shown on the recorded plat. 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 said corporation and its successors in title to lots and blocks within the 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 within said Addition are hereby designated as single family residential building plots. No structure shall be erected, altered, placed or permitted to remain on such 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 more than three or less than two automobiles, and other outbuildings incidental to residential use of the plot.

2. No structure, whether residence, accessory building, tennis court, swimming pool, antenna (on a structure or on a lot) flag poles, fences, walls, treehouses, platforms, exterior lighting, or other improvements, shall be constructed or maintained upon any lot, and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof; the location of the structure plotted horizontally and vertically; the location and size of driveways; the general plan of landscaping, fencing, walls and windbreaks; and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved deposited with the Architectural Control Committee. The Architectural Control Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association. The initial members of which shall be Gene McKown, Vernon McKown and Mike Deskin.

3. Only house numbers which are furnished by the Declarant shall be used and maintained on the property. Further, all mail boxes used must be approved by the Architectural Control Committee.

4. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations with the Property conform to and harmonize with existing surroundings and structures.

5. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within the thirty (30) days after requests have been submitted, approval will not be required, and the same shall be deemed to have been fully complied with.

6. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.

7. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

8. The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of frame, wood, shingles or other materials which will blend together with the masonry. It is the intention of this restriction to allow panels of other materials other than masonry to be used, but in no event shall a continuing wall consisting of thirty-five percent (35%) of the exterior of the residence be built of any material other than masonry. This restriction is intended to restrict a substantial portion of the principal exterior of residences to masonry construction, but it is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved in advance by the Architectural Control Committee.

9. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.

10. The lot and any building or structure now or hereafter erected thereon shall be occupied and used for single family residence purposes only. All proposed plans for structures shall be approved by the Architecture Control Committee. However, all buildings and structures now or hereafter erected on a lot shall comply with the additional following conditions and restrictions:

A. The square footage of each dwelling house constructed shall have a minimum square footage of 1,500 square feet (except on Lots 1-8, Block 1 where the minimum square footage may be 1400 square feet) exclusive of covered and open porches and garage.

B. All roofs shall be completed using shingles with a minimum weight of 240 pounds per square and shall be "weathered wood" (gray in color) or the equivalent. The roofs must have a minimum pitch slope of 4 and all other roofs must be approved by the Architectural Control committee in writing.

11. No truck, boat, bus, camper, trailer, recreational or commercial vehicle of any kind or any motor vehicle other than a standard passenger car or standard passenger pick-up shall be parked or permitted to remain on the driveway of, or in the front yard of, or street adjacent to, any residential plot in the 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 street adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle, other than the said standard passenger car or passenger pick-up. Said prohibited vehicles may be kept on a lot provided they are totally concealed. Under no conditions may such a prohibited vehicle be occupied, temporarily or permanently, as a residence.

12. Garage conversions are prohibited. Garages may not be structurally altered as an extra room addition or for the propose of any residential or commercial use.

13. The owner of each lot shall keep the lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded or sodded and mowed, shrubbery trimmed and painted exterior surfaces repainted all in a manner and with such frequency as is consistent with good property management.

14. In the event the owner of any lot fails to maintain the lot and the buildings and other improvements thereon as provided herein, the Association, after ten (10) days written notice to the owner and with the approval of the Board of Directors, shall have the right to enter upon the lot to perform such work as is reasonably required to restore the lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with restoration shall be reimbursed to the Association by the owner of the lot, upon demand. All unreimbursed costs shall be a lien upon the lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with the terms of a Property Owners Association governing this addition.

15. 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 such utilities, or which may change the direction or 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 reserves 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 overflow, 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 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 easement or of the channels or swales, except for the improvements for which a public authority, utility company, or property owners maintenance association is responsible.

16. 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.

17. Any window type air conditioner installed shall be kept from view of the street.

18. 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 20 feet to the front lot line, or further than 35 feet from the front lot line, or nearer to the rear lot line permitted by City ordinances. No dwelling shall be located nearer than 5 feet to a side lot line.

19. No trash, ashes or other refuse may be thrown or dumped on any vacant lot. Each owner of a vacant lot is required to keep said lot in presentable condition or the Architectural Control Committee may, at its discretion, mow said lot, trim and spray trees, remove trash or refuse and levy a lien on said lot for the cost involved. Refuse must be hauled away for disposal. No owner may make use of a vacant lot for dumping, burning or otherwise disposing of refuse.

20. No owner of any lot within said addition shall demand or receive electric service from overhead wire facilities so long as electric service is available from underground distribution systems. The owner of each lot shall provide the required improvements erected thereon by means of underground service conductors installed, owned and maintained in accordance with plans and specifications furnished by the electric service supplier leading from the source of supply in the utility reserve to such improvement. In addition, no above-ground tank shall be installed or placed on the property, nor shall there be any antennas, transmission towers, etc., without written consent from the Architectural Control Committee.

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

22. 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.

23. No fence shall be installed on the front portion of any lot in this subdivision between the front lot line and the front building setback line. All the fencing shall be 6 foot wood privacy fencing. They shall be constructed with the smooth side facing outward to the common areas and public streets. Any deviation to this shall be approved by the Architectural Control Committee.

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

25. 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.

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

27. All residences shall be of new construction, and no residence, part of a residence, or garage, 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.

28. All houses are to face the front of the lot, except as may be approved by the Architectural Control Committee in writing.

29. All lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the Architectural Control Committee. All garbage cans or refuse areas are to be fully screened and covered from view from the street and from adjoining lots.

30. 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 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 said party to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, or other evidence thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of 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 any first mortgage on such owner's lot.

31. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of ninety percent (90%) of the lots stating that this Declaration shall expire at the end of the then current term.

32. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) to the lots, and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots. Any amendment must be recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

33. Notwithstanding any other provisions of these restrictions, Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the property or any party thereof or any lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the property or any parts thereof or any lots thereon for federally approved mortgage financing purposed, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

34. Each owner shall register in writing his mailing address with the Association, and notice or demands intended to be served upon an owner shall be sent by certified mail, postage prepaid, address in the name of the owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Association governing these restrictions shall be sent certified mail, with postage prepaid to 1320 N. Porter, Norman, Oklahoma, 73071.

35. If the undersigned party, or any of its 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 entity owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the party or entity violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation, including attorneys fees in the prosecution and enforcement of said covenants.

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

37. The property contained herein will be made a part and parcel of a certain Declaration of Property Owners Association to be filed with the County Clerk of Oklahoma County, with Seminole Pointe Property Owners Association, Inc. a non-profit corporation having the right and obligation to enforce these restrictions.

Dated this 12th day of February, 1995

Signed by Gene McKown

EXHIBIT "A"
(metes and bounds legal description purposely omitted)

**SUPPLEMENTARY DECLARATION FOR ALL OF SEMINOLE POINTE
ADDITION SECTION 3 TO OKLAHOMA CITY**

Whereas, on April 7, 1995, there was filed in the office of County Clerk of Oklahoma County a certain Declaration of Covenants, Conditions and Restrictions of Seminole Pointe Addition Section 1 recorded in Book 6729, pages 2280-2286, Oklahoma County records, and whereas on the same date above mentioned there was filed in the Office of the County Clerk of Oklahoma County, and attached to the above mentioned Declaration certain Articles of the Association recorded in Book 6729, pages 2287—2298, Oklahoma County records. Article VIII of the Articles of Association provided for the right of the original Declarant to add subsequent additions or property adjacent, near, or bordering Seminole Pointe Addition Section 1 to Oklahoma City by way of a Supplementary Declaration.

Whereas, Vero Investments, Inc., a corporation, by this 5th day of December document, herewith desires to include certain additional proper thereto, all as hereinafter set forth.

1. That upon the execution of this document filing the same with the County Clerk of Oklahoma County, that all of Seminole Pointe Addition and Section 3 to Oklahoma City, herewith made a part of the Property Owners Association relating to Seminole Pointe Addition Section 1 to Oklahoma City, Oklahoma, according to the recorded plat thereof.

2. That henceforth, all of Seminole Pointe Addition Section 3 to Oklahoma City is herewith made a part and parcel of, and shall be entitled to all of the benefits of, and be required to comply with all terms and conditions of that certain Articles of the Association for Seminole Pointe Addition Section 1 recorded in Book 6729, pages 2287—2298 to Oklahoma County records.

Dated this 12th day of February, 1995

Signed by Gene McKown

OWNER CERTIFICATE, DEDICATION AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS:

That Vero Investments, Inc. an Oklahoma corporation, hereby certifies that it is the owner of, and the only person, firm or corporation having any right, title or interest in and to the following described real estate and premises situated in Oklahoma County, Oklahoma, to-wit:

All of Seminole Pointe Addition Section 4 to City of Oklahoma City, Oklahoma, according to time recorded plat thereof more particularly described on attached Exhibit A.

Said corporation further certifies that it has caused the said property, designated aforesaid, 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, setback lines, rights-of-way, widths of streets and reserves for utilities. Said corporation hereby (dedicates to public use all the streets and avenues within such subdivision; easements for the installation and maintenance of drainage; and utility easements within the subdivision as shown on the recorded plat. All lands so dedicated to public use are free and clear of all encumbrance.

For the purpose of providing an orderly development of the entire tract, and for further purpose of providing adequate restrictive covenants for (lie mutual benefit of corporation and its successors in title to lots and blocks within the 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 within 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 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 more than three or less than two automobiles, and other outbuildings incidental to residential use of the plot.

2. No structure, whether residence, accessory building, tennis court, swimming pool, antenna (on a structure or on a lot) flag poles, fences, walls, treehouses, platforms, exterior lighting, or other improvements, shall be constructed or maintained upon any lot, and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof; the location of the structure plotted horizontally and vertically; the location and size of driveways; (lie general plan of landscaping, fencing, walls and windbreaks; and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a COPY of such plans, specifications, and lot plans as finally approved deposited with (lie Architectural Control Committee. The Architectural Control Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association. The initial members of which shall be Gene McKown, Vernon McKown amid Mike Deskin.

3. Only house numbers which arc furnished by the Declarant shall be used and maintained on the property. Further, all mail boxes used must he approved by the Architectural Control Committee.

4. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations with the Property conform to and harmonize with existing surroundings and structures.

5. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within time thirty (30) days after requests have been submitted, approval will not he required, and the same shall be deemed to have been fully complied with.

6. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.

7. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

8. The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of frame, wood, shingles or other materials which will blend together with time masonry. It is the intention of this restriction to allow panels of other materials other than masonry to be used, but in no event shall a continuing wall consisting of thirty-five percent (35%) of the exterior of the residence be built of any material other than masonry. This restriction is intended to restrict a substantial portion of the principal exterior of residences to masonry construction, but it is modified to allow time use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved in advance by (lie Architectural Control Committee.

9. Time Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.

10. The lot and any building or structure now or hereafter erected thereon shall be occupied and used for single family residence purposes only. All proposed plans for structures shall be approved by (lie Architecture Control Committee. however, all buildings and structures now or hereafter erected on a lot shall comply with the additional following conditions and restrictions:

A. The square footage of each: dwelling house constructed shall have a minimum square footage of 1,100 square feet, exclusive of covered and open porches and garage.

B. All roofs shall be completed using shingles with a minimum weight of 240 pounds per square and shall be "weathered wood" (gray in color) or the equivalent. The roofs must have a minimum pitch: slope of 4 and

12. All other roofs must be approved by the Architectural Control committee in writing.

11. No truck, boat, bus, camper, trailer, recreational or commercial vehicle of any kind or any motor vehicle other than a standard passenger car or standard passenger pick-up shall be parked or permitted to remain on the driveway of, or in the front yard of, or street adjacent to, any residential plot in the 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 amid occupants of residential buildings in time subdivision shall not use the property upon which they reside or street adjacent thereto, for time storage or habitual parking of any such prohibited motor vehicle, other than the said standard passenger car or passenger pick-up. Said prohibited vehicles may be kept on a lot provided they are totally concealed. Under no conditions may such a prohibited vehicle be occupied, temporarily or permanently, as a residence.

12. Garage conversions are prohibited. Garages may not be structurally altered as an extra room addition or for the propose of any residential or commercial use.

13. The owner of each lot shall keep the lot, amid time buildings anti other improvements thereon, in good order and repair, amid free of debris. Lawns shall be seeded or sodded and mowed, shrubbery trimmed and painted exterior surfaces repainted all in a manner and with such frequency as is consistent with good property management.

14. In the event the owner of any lot fails to maintain the lot and (lie buildings anti other improvements thereon as provided herein, (lie Association, after ten (10) days written notice to the owner and with time approval of the Board of Directors, shah have time right to enter upon: time lot to perform such: work as is reasonably required to restore time hot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with: restoration shall be reimbursed to the Association by the owner of time lot, upon demand. All costs not reimbursed shall be a lien upon the lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance within the terms of a Property Owners Association governing this addition:.

15. Reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on lie recorded plat. Within these utility reserves no structure, planting or other material shall be laid or permitted to remain which: may damage or interfere with: the installation and maintenance of such: utilities, or which: may change the direction or flow of drainage channels in time utility reserves, or which may obstruct or retard time flow of water through drainage channels in the utility reserves. The utility reserves area of each lot and

all improvements permitted therein shall be maintained continuously by time owner of the lot, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflow, anti other swales which are important to abutting properties, but are not a part of time drainage system maintained by a Public authority or utility company, shall be time property owner's responsibility amid it shall be time responsibility of the property owner to (a) keep (lie easements, channels and swaics free of any structure, planting or oilier material which may change time direction of flow, or obstruct or retard time flow of surface water in (lie channels or swales whether they be in easements or contained on the individual property owner's lot; amid (h) to provide continuous maintenance of (lie improvements the easement or of time channels or swales, except for the improvements for which a public authority, utility company, or property owners maintenance association is responsible.

16. No television, radio or other antenna shall be placed on any lot or improvement to a height exceeding five (5) feet above time highest point of any residence. In addition, no antenna of any kind, including satellite antennas or dishes shall be installed on any lot in time front yard, or side lot forward of time front fence hue.

17. Any window type air conditioner installed shall be kept from view of the street.

18. No building shall be located on any lot nearer to time front lot line or nearer to the side street line titan the minimum building set back lines shown on time recorded plat. In any event, no building shall be located on any residential plot nearer (ham: 20 feet to time front lot line, or further than 35 feet from the front lot line, or nearer to the rear lot lute permitted by City ordinances. No dwelling shall be located nearer than feet to a side lot line.

19. No trash, ashes or other refuse may be thrown or dumped on any vacant lot. Each owner of a vacant lot is required to keep said lot in presentable condition or the Architectural Control Committee may, at its discretion, mow said lot, trim and spray trees, remove trash or refuse and levy a fine on said lot for time cost involved. Refuse must be hauled away for disposal. No owner may make use of a vacant lot for dumping, burning or otherwise disposing of refuse.

20. No owner of any lot within said addition shall demand or receive electric service from overhead wire facilities so long as electric service is available front underground distribution systems. The owner of each: lot shall provide the required improvements erected thereby by means of underground service conductors installed, owned and maintained in accordance with plans and specifications furnished by time electric service supplier leading front the source of supply in time utility reserve to such improvement. In addition, no above-ground tank shah he installed or placed on time property, nor shall there be any antennas, transmission towers, etc., without written consent from the Architectural Control Committee.

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

22. 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.

23. No fence shall be installed on time front portion of any lot in this subdivision between time front lot line amid time front building setback line. All (lie fencing shall lie 6 foot wood privacy fencing. They shall be constructed with the smooth side facing outward to time common areas amid public streets. Any deviation to this shall be approved by the Architectural Control Committee.

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

25. 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 mint kept, bred or maintained for a commercial purpose.

26. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than: one square foot, one sign of not more than five square feet advertising time property for sale or rent, or signs used by a builder to advertise the property during construction amid sales period.

27. All residences shall be of new construction, and no residence, part of a residence, or garage, 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.

28. All houses are to face the front of the lot, except as may be approved by the Architectural Control Committee in writing.

29. All lots are to be landscaped in a style in keeping amid in harmony with the area and as approved by time Architectural Control Committee. All garbage cans or refuse areas are to be fully screened and covered from view from the street and from adjoining lots.

30. The undersigned Declarant, or a representative designated by it, hereby reserves and is granted time right amid power to record a Special Amendment to these Restrictions at any tune amid from: (line to time, which amends time same: (1) to comply with requirements of time Federal National Mortgage Association, time Government National Mortgage Association, the Federal Loan Mortgage Corporation:, time 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; amid/or (2) to induce any such agencies or entities to make, purchase, insure or guarantee any first mortgage on such owner's lot. Iii furtherance of time foregoing, a power coupled with am: interest is hereby reserved and granted to time said party to make or comment to a Special Amendment on behalf of each owner. Each: deed, mortgage, trust deed, or other evidence thereof shall be deemed to be a grant and acknowledgment of, and a consent to time reservation of time power of such: parties to make, execute an(I record such: Special Amendments. No Special Amendment made by such parties shall affect or impair time lien of any first mortgage upon a lot or any warranties made by an owner to a first mortgagee in order to introduce any of time above agencies or entities to make, purchase, insure or guarantee any first mortgage on such: owner's hot.

31. The covenants and restrictions of this Declaration shall run with: and bind the Property, for a term of twenty (20) years front (lie date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to time expiration of the (lien current term, a written instrument shall be included by time then owners of ninety percent (90%) of the lots stating that this Declaration shall expire at time end of the current term.

32. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less that: ninety percent (90%) to the lots, and thereafter by an instrument signed by the owners of not less than seventy five percent(75%) of the lots. Any amendment must be recorded in the office of the County Clerk of Canadian County, Oklahoma.

33. Notwithstanding any other provisions of these restrictions, declarant shall have the absolute unilateral right, power amid authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of Declarant, may be exercised only if either the Veterans Administration or time Federal Housing Administration or any succession- agencies thereto shall require such act on as a condition: precedent to the approval by such agency of the United States of the property or any party thereof or any lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve time property or any parts thereof or any lots thereon for federally approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there are Class B members of he Association shall also require the prior consent of time agency giving such approval.

34. Each: owner shall register in writing his own mailing address with: the Association, amid notice or demands intended to be served upon an owner shall be sent by certified mail, postage prepaid, address in the name of the owner at the registered mailing address. All notices, demands or other notices intended to be served upon tile Association governing these restrictions shall be sent certified mail, with postage prepaid to 1320 N. Porter, Norman, Oklahoma, 73071.

35. If the undersigned party, or any of its 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 entity owning any real property situated in this subdivision to Prosecute any proceedings at law or in equity against the party or entity violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation, including attorneys fees in the time and prosecution and enforcement of said covenants.

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

37. The property contained herein will be made a part and parcel of a certain Declaration of Property Owners Association to be filed with the County Clerk of Oklahoma County, with Seminole Pointe Property Owners Association, Inc. a non-profit corporation having the right and obligation to enforce these restrictions. The foregoing instrument was acknowledged before me this 3rd day of February 1997, by Gene McKown, President of Vero Investments, Co., by and on behalf of said corporation.

Dated this 3rd day of February, 1997.

Signed by Gene McKown

EXHIBIT "A"
(metes and bounds legal description purposely omitted)

**SUPPLEMENTARY DECLARATION FOR ALL OF SEMINOLE POINTE
ADDITION SECTION 4 TO OKLAHOMA CITY**

Whereas, on April 7, 1995, there was filed in the office of County Clerk of Oklahoma County a certain Declaration of Covenants, Conditions and Restrictions of Seminole Pointe Addition Section 1 recorded in Book 6729, pages 2280-2286, Oklahoma County records, and

Whereas on the same date above mentioned there was filed in the Office of the County Clerk of Oklahoma County, and attached to the above mentioned Declaration certain articles of the Association recorded in Book 6729, pages 2287-2298, Oklahoma County records. Article VIII of the Articles of Association provided for the right of the original Declarant to add subsequent additions or property adjacent, near, or bordering Seminole Pointe Addition Section 1 to Oklahoma City by way of a Supplementary Declaration.

Whereas, Vero Investments, Inc., a corporation, by this document, herewith desires to include certain additional property thereto, all as hereinafter set forth.

1. That upon the execution of this document, and the filing the same with the County Clerk of Oklahoma County, that all of Seminole Pointe Addition Section 4 to Oklahoma City, herewith made a part of the Property Owners Association relating to Seminole Pointe Addition Section 1 to Oklahoma City, Oklahoma, according to the recorded plat thereof.

2. That henceforth, all of Seminole Pointe Addition Section 4 to Oklahoma City, is herewith made a part and parcel of, and shall be entitled to all of the benefits of, and be required to comply with all terms and conditions of that certain Articles of the Association for Seminole Pointe Addition Section 1 recorded in book 6729, pages 2287-2298 to Oklahoma County records.

Dated this 3rd day of February, 1997.

Signed by Gene McKown

OWNERS CERTIFICATE, DEDICATION AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT Vero Investments, Inc. an Oklahoma corporation, hereby certifies that it is the owner of, and the only person, firm or corporation having any right, title or interest in and to the following described real estate and premises situated in Oklahoma County, Oklahoma, to-wit:

All of Seminole Pointe Addition Section 5 to City of Oklahoma City, Oklahoma, according to the recorded plat thereof more particularly described on attached Exhibit A;

Said corporation further certifies that it has caused the said property, designated aforesaid, 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, setback lines, rights-of-way, widths of streets and reserves for utilities. Said corporation hereby dedicates to public use all the streets and avenues within such subdivision; easements for the installation and maintenance of drainage; and utility easements within the subdivision as shown on the recorded plat. 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 said corporation and its successors in title to lots and blocks within the 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 within 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 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 more than three or less than two automobiles, anti other outbuildings incidental to residential use of the plot.

2. No structure, whether residence, accessory building, tennis court, swimming pool, antenna (on a structure or on a lot) flag poles, fences, walls, treehouses, platforms, exterior lighting, or other improvements, shall be constructed or maintained upon any lot, and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof; the location of the structure plotted horizontally anti vertically; the location and size of driveways; the general plan of landscaping, fencing, walls and windbreaks; and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved deposited with the Architectural Control Committee. The Architectural Control Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association. The initial members of which shall be Gene McKown, Vernon McKown and Mike Desltin.

3. Only house numbers which are furnished by the declarant shall be used and maintained on the property. Further, all mail boxes used must be approved by the Architectural Control Committee.

4. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations with the Property conform to and harmonize with existing surroundings and structures.

5. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within the thirty (30) days after requests have been submitted, approval will not be required, and the same shall be deemed to have been fully complied with.

6. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.

7. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

8. The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of frame, wood, shingles or other materials which will blend together with the masonry. It is the intention of this restriction to allow panels of other materials other than masonry to be used, but in no event shall a continuing wall consisting of thirty-five percent (35%) of the exterior of the residence be built of any material other than masonry. This restriction is intended to restrict a substantial portion of the principal exterior of residences to masonry construction, but it is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved in advance by the Architectural Control Committee.

9. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.

10. The lot and any building or structure now or hereafter erected thereon shall be occupied and used for single family residence purposes only. All proposed plans for structures shall be approved by the Architecture Control Committee. However, all buildings and structures now or hereafter erected on a lot shall comply with the additional following conditions and restrictions:

A. The square footage of each dwelling house constructed shall have a minimum square footage of 1,200 square feet, exclusive of covered and open porches and garage.

B. All roofs shall be completed using shingles with a minimum weight of 240 pounds per square and shall be "weathered wood" (gray in color) or the equivalent. The roofs must have a minimum pitch slope of 4 and 12. All other roofs must be approved by the Architectural Control committee in writing.

11. No truck, boat, bus, camper, trailer, recreational or commercial vehicle of any kind or any motor vehicle other than a standard passenger car or standard passenger pick-up shall be parked or permitted to remain on the driveway of, or in the front yard of, or street adjacent to, any residential plot in the 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 street adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle, other than the said standard passenger car or passenger pick-up. Said prohibited vehicles may be kept on a lot provided they are totally concealed. Under no conditions may such a prohibited vehicle be occupied, temporarily or permanently, as a residence.

12. Garage conversions are prohibited. Garages may not be structurally altered as an extra room addition or for the propose of any residential or commercial use.

13. The owner of each lot shall keep the lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded or sodded and mowed, shrubbery trimmed and painted exterior surfaces repainted all in a manner and with such frequency as is consistent with good property management.

14. In the event the owner of any lot fails to maintain the lot and the buildings and other improvements thereon as provided herein, the Association, after ten (10) days written notice to the owner and with the approval of the Board of Directors, shall have the right to enter upon the lot to perform such work as is reasonably required to restore the lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with restoration shall be reimbursed to the Association by the owner of the lot, upon demand. All unreimbursed costs shall be a lien upon the lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with the terms of a Property Owners Association governing this addition.

15. 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 such utilities, or

which may change the direction or 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 reserves 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 overflow, 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 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 easement or of the channels or swales, except for the improvements for which a public authority, utility company, or property owners maintenance association is responsible.

16. 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.

17. Any window type air conditioner installed shall be kept from view of the street.

18. 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 20 feet to the front lot line, or further than 35 feet from the front lot line, or nearer to the rear lot line permitted by City ordinances. No dwelling shall be located nearer than 5 feet to a side lot line.

19. No trash, ashes or other refuse may be thrown or dumped on any vacant lot. Each owner of a vacant lot is required to keep said lot in presentable condition or the Architectural Control Committee may, at its discretion, mow said lot, trim and spray trees, remove trash or refuse and levy a lien on said lot for the cost involved. Refuse must be hauled away for disposal. No owner may make use of a vacant lot for dumping, burning or otherwise disposing of refuse.

20. No owner of any lot within said addition shall demand or receive electric service from overhead wire facilities so long as electric service is available from underground distribution systems. The owner of each lot shall provide the required improvements erected thereon by means of underground service conductors installed, owned and maintained in accordance with plans and specifications furnished by the electric service supplier leading from the source of supply in the utility reserve to such improvement. In addition, no above-ground tank shall be installed or placed on the property, nor shall there be any antennas, transmission towers, etc., without written consent from the Architectural Control Committee.

21. 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.

22. 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.

23. No fence shall be installed on the front portion of any lot in this subdivision between the front lot line and the front building setback line. All the fencing shall be 6 foot wood privacy fencing except for those portions of the aforementioned Lots 3-5, Block 19, the fencing shall be 4 feet high picket with 4" spacing between pickets. They shall be constructed with the smooth side facing outward to the common areas amid public streets. Any deviation to this shall be approved by the Architectural Control Committee.

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

25. 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.

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

27. All residences shall be of new construction, and no residence, part of a residence, or garage, 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.

28. All houses are to face the front of the lot, except as may be approved by the Architectural Control Committee in writing.

29. All lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the Architectural Control Committee. All garbage cans or refuse areas are to be fully screened and covered from view from the street and from adjoining lots.

30. 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 Administration, 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 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 said party to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, or other evidence thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of 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 any first mortgage on such owner's lot.

31. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of ninety percent (90%) of the lots stating that this Declaration shall expire at the end of the then current term.

32. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) of the lots, and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots. Any amendment must be recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

33. Notwithstanding any other provisions of these restrictions, Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the property or any party thereof or any lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the property or any parts thereof or any lots thereon for federally approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

34. Each owner shall register in writing his mailing address with the Association, and notice or demands intended to be served upon an owner shall be sent by certified mail, postage prepaid, address in the name of the owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Association governing these restrictions shall be sent certified mail, with postage prepaid to 1320 N. Porter, Norman, Oklahoma, 73071.

35. If the undersigned party, or any of its 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 entity owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the party or entity violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation, including attorneys fees in the prosecution and enforcement of said covenants.

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

37. The property contained herein will be made a part and parcel of a certain Declaration of Property Owners Association to be filed with the County Clerk of Oklahoma County, with Seminole Pointe Property Owners Association, Inc. a non-profit corporation having the right and obligation to enforce these restrictions.

Dated this 11th day of March, 1998.

Signed by Gene McKown

EXHIBIT "A"
(metes and bounds legal description purposely omitted)

**SUPPLEMENTARY DECLARATION FOR ALL OF SEMINOLE POINTE
ADDITION SECTION 5 TO OKLAHOMA CITY**

Whereas, on April 7, 1995, there was filed in the Office of County Clerk of Oklahoma County a certain Declaration of Covenants, Conditions and Restrictions of Seminole Pointe Addition Section 1 recorded in Book 6729, pages 2280-2286, Oklahoma County records, and whereas on the same date above mentioned there was filed ip the Office of the County Clerk of Oklahoma County, and attached to the above mentioned Declaration certain Articles of the Association recorded in Book 6729, pages 2287-2298, Oklahoma County records. Article Viii of the Articles of Association provided for the right of the original Declarant to add subsequent additions or property adjacent, near, or bordering Seminole Pointe Addition Section 1 to Oklahoma City by way of a Supplementary Declaration.

Whereas, Vero Investments, Inc., a corporation, by this document, herewith desires to include certain additional property thereto, all as hereinafter set forth.

1. That upon the execution of this document, and the filing of the same with the County Clerk of Oklahoma County, that all of Seminole Pointe Addition Section 5 to Oklahoma City, herewith made a part of the Property Owners Association relating to Seminole Pointe Addition Section I to Oklahoma City, Oklahoma, according to the recorded plat thereof.

2. That henceforth, all of Seminole Pointe Addition Section 5 to Oklahoma City, is herewith made a part and parcel of, and shall be entitled to all of the benefits of, and be required to comply with all terms and conditions of that certain Articles of the Association for Seminole Pointe Addition Section 1 recorded in Book 6729, Pages 2287-2298, Oklahoma County records.

Dated this 11th day of March, 1998.

Signed by Gene McKown

OWNER CERTIFICATE, DEDICATION AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT Vero Investments, Inc. an Oklahoma corporation, hereby certifies xx and the only person, firm or corporation having any right, title or interest in and to the following described real estate and premises situated in Oklahoma County, Oklahoma, to-wit:

All of Seminole Pointe Addition Section 6 to City of Oklahoma City, Oklahoma, according to the recorded plat thereof more particularly described on attached Exhibit A.

Said corporation further certifies that it has caused the said property, designated aforesaid, 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, setback lines, rights-of-way, widths of streets and reserves for utilities. Said corporation hereby dedicates to public use all the streets and avenues within such subdivision; easements for the installation and maintenance of drainage; and utility easements within the subdivision as shown on the recorded plat. 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 said corporation and its successors in title to lots and blocks within the 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 within 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 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 more than three or less than two automobiles, and other outbuildings incidental to residential use of the plot.

2. No structure, whether residence, accessory building, tennis court, swimming pool, antenna (on a structure or on a lot) flag poles, fences, walls, treehouses, platforms, exterior lighting, or other improvements, shall be constructed or maintained upon any lot, and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof; the location of the structure plotted horizontally and vertically; the location and size of driveways; the general plan of landscaping, fencing, walls and windbreaks; and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved deposited with the Architectural Control Committee. The Architectural Control Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association. The initial members of which shall be Gene McKown, Vernon McKown and Mike Deskin.

3. Only house numbers which are furnished by the Declarant shall be used and maintained on the property. Further, all mail boxes used must be approved by the Architectural Control Committee.

4. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations with the Property conform to and harmonize with existing surroundings and structures.

5. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within the thirty (30) days after requests have been submitted, approval will not be required, and the same shall be deemed to have been fully complied with.

6. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.

7. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

8. The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of frame, wood, shingles or other materials which will blend together with the masonry. It is the intention of this restriction to allow panels of other materials other than masonry to be used, but in no event shall a continuing wall consisting of thirty-five percent (35%) of the exterior of the residence be built of any material other than masonry. This restriction is intended to restrict a substantial portion of the principal exterior of residences to masonry is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved in advance by the Architectural Control Committee.

9. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.

10. The lot and any building or structure now or hereafter erected thereon shall be occupied and used for single family residence purposes only. All proposed plans for structures shall be approved by the Architecture Control Committee. However, all buildings and structures now or hereafter erected on a lot shall comply with the additional following conditions and restrictions:

A. The square footage of each dwelling house constructed shall have a minimum square footage of 1,500 square feet, exclusive of covered and open porches and garage.

B. All roofs shall be completed using shingles with a minimum weight of 240 pounds per square and shall be "weatheredwood" (gray in color) or the equivalent. The roofs must have a minimum pitch slope of 4 and 12. All other roofs must be approved by the Architectural Control committee in .writing.

11. No truck, boat, bus, camper, trailer, recreational or commercial vehicle of any kind or any motor vehicle other than a standard passenger car or standard passenger pick-up shall be parked or permitted to remain on the driveway of, or in the front yard of, or street adjacent to, any residential plot in the 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 street adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle, other than the said standard passenger car or passenger pick-up. Said prohibited vehicles may be kept on a lot provided they are totally concealed. Under no conditions may such a prohibited vehicle be occupied, temporarily or permanently, as a residence.

12. Garage conversions are prohibited. Garages may not be structurally altered as an extra room addition or for the purpose of any residential or commercial use.

13. The owner of each lot shall keep the lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded or sodded and mowed, shrubbery trimmed and painted exterior surfaces repainted all in a manner and with such frequency as is consistent with good property management.

14. In the event the owner of any lot fails to maintain the lot and the buildings and other improvements thereon as provided herein, the Association, after ten (10) days written notice to the owner and with the approval of the Board of Directors, shall have the right to enter upon the lot to perform such work as is reasonably required to restore the lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with restoration shall be reimbursed to the Association by the owner of the lot, upon demand. All costs not reimbursed shall be a lien upon the lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with the terms of a Property Owners Association governing this addition.

15. 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 such utilities, or

which may change the direction or 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 reserves 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 overflow, 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 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 easement or of the channels or swales, except for the improvements for which a public authority, utility company, or property owners maintenance association is responsible.

16. 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.

17. Any window type air conditioner installed shall be kept from view of the street.

18. 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 20 feet to the front lot line, or further than 35 feet from the front lot line, or nearer to the rear lot line permitted by City ordinances. No dwelling shall be located nearer than 5 feet to a side lot line.

19. No trash, ashes or other refuse may be thrown or dumped on any vacant lot. Each owner of a vacant lot is required to keep said lot in presentable condition or the Architectural Control Committee may, at its discretion, mow said lot, trim and spray trees, remove trash or refuse and levy a lien on said lot for the cost involved. Refuse must be hauled away for disposal. No owner may make use of a vacant lot for dumping, burning or otherwise disposing of refuse.

20. No owner of any lot within said addition shall demand or receive electric service from overhead wire facilities so long as electric service is available from underground distribution systems. The owner of each lot shall provide the required improvements erected thereon by means of underground service conductors installed, owned and maintained in accordance with plans and specifications furnished by the electric service supplier leading from the source of supply in the utility reserve to such improvement. In addition, no above-ground tank shall be installed or placed on the property, nor shall there be any antennas, transmission towers, etc., without written consent from the Architectural Control Committee.

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

22. 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.

23. No fence shall be installed on the front portion of any lot in this subdivision between the front lot line and the front building setback line. All the fencing shall be 6 foot wood privacy fencing except for those portions of Lots 3-5, Block 19 which abut the common area containing the pond and park. On these portions of the aforementioned Lots 3-5, Block 19, the fencing shall be 4 feet high picket with 4" spacing between pickets. They shall be constructed with the smooth side facing outward to the common areas and public streets. Any deviation to this shall be approved by the Architectural Control Committee.

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

25. 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.

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

27. All residences shall be of new construction, and no residence, part of a residence, or garage, 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.

28. All houses are to face the front of the lot, except as may be approved by the Architectural Control Committee in writing.

29. All lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the Architectural Control Committee. All garbage cans or refuse areas are to be fully screened and covered from view from the street and from adjoining lots.

30. 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 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 said party to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, or other evidence thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of 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 any first mortgage on such owner's lot.

31. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of ninety percent (90%) of the lots stating that this Declaration shall expire at the end of the then current term.

32. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) to the lots, and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots. Any amendment must be recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

33. Notwithstanding any other provisions of these restrictions, Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the property or any party thereof or any lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the property or any parts thereof or any lots thereon for federally approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

34. Each owner shall register in writing his mailing address with the Association, and notice or demands intended to be served upon an owner shall be sent by certified mail, postage prepaid, address in the name of the owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Association governing these restrictions shall be sent certified mail, with postage prepaid to 1320 N. Porter, Norman, Oklahoma, 73071.

35. If the undersigned party, or any of its 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 entity owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the party or entity violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation, including attorneys fees in the prosecution and enforcement of said covenants.

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

37. The property contained herein will be made a part and parcel of a certain Declaration of Property Owners Association to be filed with the County Clerk of Oklahoma County, with Seminole Pointe Property Owners Association, Inc. a non-profit corporation having the right and obligation to enforce these restrictions.

Dated this 12th day of May 1997

Signed by Gene McKown

EXHIBIT "A"
(metes and bounds legal description purposely omitted)

**SUPPLEMENTARY DECLARATION FOR ALL OF SEMINOLE POINTE
ADDITION SECTION 6 TO OKLAHOMA CITY**

Whereas, on April 7, 1995, there was filed in the office of County Clerk of Oklahoma County a certain Declaration of Covenants, Conditions and Restrictions of Seminole Pointe Addition Section 1 recorded in Book 6729, pages 2280-2286, Oklahoma County records, and

Whereas on the same date above mentioned there was filed in the Office of the County Clerk of Oklahoma County, and attached to the above mentioned Declaration certain Articles of the Association recorded in Book 6729, pages 2287-2298, Oklahoma County records. Article VIII of the Articles of Association provided for the right of the original Declarant to add subsequent additions or property adjacent, near, or bordering Seminole Pointe Addition Section 1 to Oklahoma City by way of a Supplemental Declaration.

Whereas, Vero Investments, Inc., a corporation, by this document, herewith desires to include certain additional property thereto, all as hereinafter set forth.

1. That upon the execution of this document, and the filing the same with the County Clerk of Oklahoma County, that all of Seminole Pointe Addition Section 6 to Oklahoma City, herewith made a part of the Property Owners Association relating to Seminole Pointe Addition Section 1 to Oklahoma City, Oklahoma, according to the recorded plat thereof.

2. That henceforth, all of Seminole Pointe Addition Section 6 to Oklahoma City, is herewith made a part and parcel of, and shall be entitled to all of the benefits of, and be required to comply with all terms and conditions of that certain Articles of the Association for Seminole Pointe Addition Section 1 recorded in Book 6729, pages 2287 -2298 to Oklahoma County records

Dated this 12th day of May 1997

Signed by Gene McKown

OWNER CERTIFICATE, DEDICATION AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT Vero Investments, Inc. an Oklahoma corporation, hereby certifies that it is the owner of, and the only person, firm or corporation having any right, title or interest in and to the following described real estate and premises situated in Oklahoma County, Oklahoma, to-wit:

All of Seminole Pointe Addition Section 7 to City of Oklahoma City, Oklahoma, according to the recorded p1.1 thereof more particularly described on attached Exhibit A;

Said corporation further certifies that it has caused the said property, designated aforesaid, 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, setback lines, rights-of-way, widths of streets and reserves for utilities. Said corporation hereby dedicates to public use all the streets and avenues within such subdivision; easements for the installation and maintenance of drainage; and utility easements within the subdivision as shown on the recorded plat, 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 said corporation and its successors in title to lots and blocks within the 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 within 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 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 more than three or less than two automobiles, and other outbuildings incidental to residential use of the plot.

2. No structure, whether residence, accessory building, tennis court, swimming pool, antenna (on a structure or on a lot flag poles, fences, walls, tree houses, platforms, exterior lighting, or other improvements, shall be constructed or maintained upon any lot, and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof; the location of the structure plotted horizontally and vertically; the location and size of driveways; the general plan of landscaping, fencing, walls and windbreaks; and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved deposited with the Architectural Control Committee. The Architectural Control Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association. The Initial members of which shall be Gene McKown, Vernon McKown and Mike Deskin.

3. Only house numbers which are furnished by the Declarant shall be used and maintained on the property. Further, all mail boxes used must be approved by the Architectural Control Committee.

4. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations with the Property conform to and harmonize with existing surroundings and structures.

5. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission, In the event the Architectural Control Committee fails to take any action within the thirty (30) days after requests have been submitted, approval will not be required, and the same shall be deemed to have been fully complied with.

6. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.

7. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

8. The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of frame, wood, shingles or other materials which will blend together with the masonry. It is the intention of this restriction to allow panels of other materials other than masonry to be used, but in no event shall a continuing wall consisting of thirty-five percent (35%) of the exterior of the residence be built of any material other than masonry. This restriction is intended to restrict a substantial portion of the principal exterior of residences to masonry construction, but it is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved in advance by the Architectural Control Committee.

9. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.

10. The lot and any building or structure now or hereafter erected thereon shall be occupied and used for single family residence purposes only. All proposed plans for structures shall be approved by the Architectural Control Committee. However, all buildings and structures now or hereafter erected on a lot shall comply with the following conditions and restrictions:

A. The square footage of each dwelling house constructed shall have a minimum square footage of 1,500 square feet, exclusive of covered and open porches and garage.

B. All roofs shall be completed using shingles with a minimum weight of 240 pounds per square foot and shall be "weatheredwood" (gray in color) or the equivalent. The roofs must have a minimum pitch slope of 4 and 12. All other roofs must be approved by the Architectural Control Committee in writing.

11. No truck, boat, bus, camper, trailer, recreational or commercial vehicle of any kind or any motor vehicle other than a standard passenger car or standard passenger pick-up shall be parked or permitted to remain on the driveway of, or in the front yard of, or street adjacent to, any residential plot in the 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 street adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle, other than the said standard passenger car or passenger pick-up. Said prohibited vehicles may be kept on a lot provided they are totally concealed. Under no conditions may such a prohibited vehicle be occupied, temporarily or permanently, as a residence.

12. Garage conversions are prohibited. Garages may not be structurally altered as an extra room addition or for the purpose of any residential or commercial use.

13. The owner of each lot shall keep the lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded or sodded and mowed, shrubbery trimmed and painted exterior surfaces repainted all in a manner and with such frequency as is consistent with good property management.

14. In the event the owner of any lot fails to maintain the lot and the buildings and other improvements thereon as provided herein, the Association after ten (10) days written notice to the owner and with the approval of the Board of Directors, shall have the right to enter upon the lot to perform such work as is reasonably required to restore the lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with restoration shall be reimbursed to the Association by the owner of the lot, upon demand. All costs not reimbursed shall be a lien upon the lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with the terms of a Property Owners Association governing this addition.

15. 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 such utilities, or

which may change the direction or 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 reserves 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 overflow, 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 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 easement or of the channels or swales, except for the improvements for which a public authority, utility company, or property owners maintenance association is responsible.

16. 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 or any kind, including satellite antennas or dishes shall be installed on any lot in the front yard, or side lot forward of the front line.

17. Any window type air conditioner installed shall be kept from view of the street,

18. 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 setback lines shown on the recorded plot. In any event, no building that is located on any residential plot nearer than 20 feet to the front lot line, or further than 35 feet from the front lot line, or nearer the rear lot line permitted by City ordinances. No dwelling shall be located nearer than 5 feet to a side lot line.

19. No trash, ashes or other refuse may be thrown or dumped on any vacant lot. Each owner of a vacant lot is required to keep said lot in presentable condition or the Architectural Control Committee may at its discretion, mow said lot, trim and spray trees, remove trash or refuse and levy a lien on said lot for the cost involved. Refuse must be hauled away for disposal. No owner may make use of a vacant lot for dumping, burning or otherwise disposing of refuse.

20. No owner of any lot within said addition shall demand or receive electric service from overhead wire facilities as long as electric service is available from underground distribution systems. The owner of each lot shall provide the required improvements erected thereon by means of underground service conductors installed, owned and maintained in accordance with plans and specifications furnished by the electric service supplier leading from the source of supply in the utility reserve to such improvement. In addition, no above-ground tank shall be installed or placed on the property, nor shall there be any antennas, transmission towers, etc., without written consent from the Architectural Control Committee.

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

22. 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.

23. No fence shall be installed on the front portion of any lot in this subdivision between the front lot line and the front building setback line. All the fencing shall be 6 foot wood privacy fencing except for those portions of Lots 3-II, Block 30, which abut common area A. On these portions of Lots 3-II, Block 30, the fencing shall be 4 feet high picket with 4 spacing between pickets. They shall be constructed with the smooth side facing outward to the common areas and public streets. Any deviation to this shall be approved by the Architectural Control Committee.

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

25. 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.

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

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

28. All houses are to face the front of the lot, except as may be approved by the Architectural Control Committee in writing.

29. All lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the Architectural Control Committee. All garbage cans or refuse areas are to be fully screened and covered from view from the street and from adjoining lots.

30. The undersigned Declarant, on 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 Administration, 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 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 said party to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, or other evidence thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of 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 any first mortgage on such owner's lot.

31. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of ninety percent (90%) of the lots stating that this Declaration shall expire at the end of the then current term.

32. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) of the lots, and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots. Any amendment must be recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

33. Notwithstanding any other provisions of these restrictions, Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the property or any part thereof or any lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the property or any part thereof or any lots thereon for federally approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

34. Each owner shall register in writing his mailing address with the Association, and notice or demands intended to be served upon an owner shall be sent by certified mail, postage prepaid, address in the name of the owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Association governing these restrictions shall be sent certified mail, with postage prepaid to 1320 N. Porter, Norman, Oklahoma. 73071.

35. If the undersigned party, or any of its 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 entity owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against not the party or entity violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation, including attorneys fees in the prosecution and enforcement of said covenants.

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

37. The property contained herein will be made a part and parcel of a certain Declaration of Property Owners Association to be filed with the County Clerk of Oklahoma County, with Seminole Pointe Property Owners Association, Inc., a non-profit corporation having the right and obligation to enforce these restrictions.

Dated the 22nd day of January, 1999.

Signed by Gene McKown.

EXHIBIT "A"
(legal description purposely omitted)

**SUPPLEMENTAL DECLARATION FOR ALL OF SEMINOLE POINTE
ADDITION SECTION 7 TO NORMAN [sic]**

Whereas, on April 7, 1993, there was filed in the office of County Clerk of Oklahoma County a certain Declaration of Covenants, Conditions and Restrictions of Seminole Pointe Addition Section 1 recorded in Book 6729 pages 2287-2298, Oklahoma County records, and

Whereas on the same date above mentioned there was filed in the Office of the County Clerk of Oklahoma County, and attached to the above mentioned Declaration certain Article of the Association recorded in Book 6729, pages 2287-2298, Oklahoma County records. Article VIII of the Articles of Association provided for the right of the original Declarant to add subsequent additions or property adjacent, near, or bordering Seminole Pointe Addition Section 1 to Oklahoma City by way of a Supplementary Description.

Whereas, Vero Investments, Inc., corporation by this document herewith desires to include certain additional property thereto, all as hereinafter set forth.

1. That upon the execution of this document, and the filing of the same with the County Clerk of Oklahoma County, that all of Seminole Pointe Addition Section 7 to Oklahoma City, herewith made a part of the Property Owners Association relating to Seminole Pointe Addition Section I to Oklahoma City, Oklahoma, according to the recorded plat thereof.

2. That henceforth all of Seminole Points Addition Section 7 to Oklahoma City, is herewith made a part and parcel of and shall be entitled to all of the benefits of, and be required to comply with all terms and conditions of that certain Articles of the Association for Seminole Pointe Addition Section I recorded in Book 6729, Pages 2287-2298, Oklahoma County records.

Dated this 22nd day of January, 1999.

Signed by Gene McKown

OWNER CERTIFICATE, DEDICATION AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS

THAT Vero Investments, Inc., an Oklahoma corporation, hereby certifies that it is the owner of, and the only person, firm or corporation having any right, title or interest in and to the following described real estate and premises situated in Oklahoma County, Oklahoma, to-wit:

All of Seminole Pointe Addition Section 8 to City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

Said corporation further certifies that it has caused the said property, designated aforesaid, to be surveyed into blocks, lots, streets, avenues, and has caused a plat to be made of said tract, showing accurate dimensions of lots, setback dues, rights-of-way, widths of streets and reserves for utilities. Said corporation hereby dedicates to public use all the streets and avenues within such subdivision; easements for the installation and maintenance of drainage; and utility easements within the subdivision as shown on the recorded plat. 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 initial benefit of said corporation and its successors in title to lots and blocks within the subdivision, it hereby imposes the following restrictions, covenants and reservations to which it shall be bound upon successors in title to adhere.

1. All lots within 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 residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage but not more than three or less than two automobiles, and other outbuildings incidental to residential use if the plot.

2. No structure, whether residence, accessory building, tennis court, swimming pool, antenna (on a structure or on a lot) flag poles, fences, walls, tree houses, platforms, exterior lighting, or other improvements, shall be constructed or maintained on any lot, and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof; the location of the structure horizontally and vertically; the location and size of driveways; the general plan of landscaping, fencing, walls and windbreaks; and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved deposited with The Architectural Control Committee. The Architectural Control Committee shall be made up of three or more representatives appointed by the Board of Directors of the Association. The initial members of which shall be Gene McKown, Vernon McKown and Mike Deskin.

3. Only house numbers which are furnished by the Declarant shall be used and maintained on the Property. Further, all mail boxes used must be approved by the Architectural Control Committee.

4. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations with the Property conform to and harmonize with existing surroundings and structures.

5. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within the thirty (30) days after requests have been submitted, approval will not be required, and the same shall be deemed to have been Fully complied with.

6. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.

7. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

8. The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of framed, wood, shingles or other materials which will blend together with the masonry. It is the intention of this restriction to allow panels of other materials other than masonry to be used, but in no event shall a continuing wall consisting of thirty-five percent (35%) of the exterior of the residence be built of any material other than masonry. This restriction is intended to restrict a substantial portion of the principal exterior of residences to masonry construction, but it is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved in advance by the Architectural Control Committee.

9. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.

10. The lot and any building or structure now or hereafter erected thereon shall lie occupied and used for single family residence purposes only. All proposed plans for structures shall be approved by the Architecture Control Committee. However, all buildings and structures now or hereafter erected on a lot shall comply with the additional following conditions and restrictions

A. The square footage of each dwelling house constructed shall have a minimum square footage of 1,200 square feet, exclusive of covered and open porches and garage.

B. All roofs shall be completed using shingles with a minimum weight of 210 pounds per square foot and shall be "weathered wood" (gray in color) or the equivalent. The roofs must have a minimum pitch slope of 4 and 12. All other roofs must be approved by the Architectural Control Committee in writing

11. No truck, boat, but, camper, trailer, recreational or commercial vehicle of any kind or any motor vehicle other than a standard passenger car or standard passenger pickup shall be parked or permitted to remain in the driveway of or in the front yard of, or street adjacent to, any residential plot in the 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 street adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle other than the said standard passenger car or passenger pickup. Said prohibited vehicles may be kept on a lot provided they are totally concealed. Under no conditions may such a prohibited vehicle be occupied, temporarily or permanently, as a residence.

12. Garage conversions are prohibited. Garages may not be structurally altered as an extra room addition or for any residential or commercial use.

13. The owner of each lot shall keep the lot, and the buildings and other improvements therein as provided herein, in good order and repair, and free of debris. Lawns shall be seeded or sodded and mowed, shrubbery trimmed, and painted exterior surfaces repainted all in a manner and with such frequency as is consistent with good property management.

14. In the event the owner of any lot fails to maintain the lot and the and other improvements thereon as provided herein, the Association, after ten (10) days written notice to the owner and with the approval of the Board of Directors, shall have the right to enter upon the lot to perform such work as is reasonably required to restore the lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with restoration shall be reimbursed to the Association by the owner of the lot, upon demand. All costs not reimbursed shall be a lien upon the lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with the terms of a Property Owners Association governing this addition.

15. 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 such 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 reserves area of each lot and all improvements for 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, emergence overflow, 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 casements, channels and swales free of any structure, planting other material which may change the direction of 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 easement or of the channels or swales, except for the improvements for which a public authority, utility company, or property owner's maintenance association is responsible.

16. 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.

17. Any window type air conditioner installed shall be kept from view of the street.

18. No building shall be located on any lot nearer to the front lot line or nearer to the side street 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 20 feet to the front lot line, or further than 35 feet from the front lot line, or nearer to the rear lot line permitted by City ordinances. No dwelling shall be located nearer than 5 feet to a side lot line.

19. No trash, ashes or other refuse may be thrown or dumped on any vacant lot. Each owner of a vacant lot is required to keep said lot in presentable condition or the Architectural Control Committee may, at its discretion, mow said lot, trim and spray trees, remove trash or refuse and levy a lien on said lot for the cost involved. Refuse must be hauled away for disposal. No owner may make use of a vacant lot for dumping, burning or otherwise disposing of refuse.

20. No owner of any lot within said addition shall demand or receive electric service from overhead wire facilities so long as electric service is available from underground distribution systems. The owner of each lot shall provide the required improvements erected thereon by means of underground service conductors installed, owned and maintained in accordance with plans and specifications furnished by the electric service supplier leading from the source of supply in the utility reserve to such improvement. In addition, no above-ground tank shall be installed or placed on the property, nor shall there be any antennas, transmission towers, etc., without written consent from the Architectural Control Committee

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

22. 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, wither temporarily or permanently.

23. No fence shall be installed on the front portion of any lot in this subdivision between the front lot line and the front building setback line. All the fencing shall be 6 foot wood privacy fencing. Fencing shall be constructed with the smooth side facing outward to the common areas and public streets. Any deviation to this shall be approved by the Architectural Control Committee.

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

25. 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.

26. No sign of any kind shall be displayed to the public view in any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

27. All residences shall be of new construction, and no residence, part of a residence, or garage, 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.

28. All houses are to face the front of the lot, except as may be approved by the Architectural Control Committee in writing.

29. All lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the Architectural Control Committee. All garbage cans or refuse areas are to be fully screened and covered from view of the street and from adjoining lots.

30. 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 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 future perform) functions similar to those currently preformed by such entities and/or to induce any such agencies or entities to make, purchase, insure, or guarantee any first mortgage on such owner's lot. In furtherance to the foregoing, a power coupled with an interest is hereby reserved and granted to the said party to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, or other evidence thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of the power of 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.

31. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of ninety percent of the lots stating that this Declaration shall expire at the end of the then current term.

32. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) to the lots, and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots. Any amendment must be recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

33. Notwithstanding any other provisions of these restrictions, Declarant shall have the absolute unilateral right, power, and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of Declarant may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the property or any party thereof or any lots thereon, for federally approved mortgage financing purposes under applicable Veteran's Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the property or any parts thereof or any lots thereon for federally approved mortgage financing purposed, any further amendments to eh Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

34. Each owner shall register in writing his mailing address with the Association, and notice or demands intended to be served upon an owner shall be sent by certified mail, postage prepaid, address in the name of the owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Association governing these restrictions shall ne sent certified mail, with postage prepaid to 1320 N. Porter, Norman, Oklahoma 73071.

35. If the undersigned party, or any of its successors of 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 entity owning an real property situated in this subdivision to prosecute any proceedings at law or in equity against the party or entity violating or attempting to violate any such covenant and either to prevent him or them from doing or to recover damages or other dues for such violation, including attorneys fees in the prosecution and enforcement of

said covenant.

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

37. The property contained herein will be made a part and parcel of a certain Declaration of Property Owners Association to be filed with the County Clerk of Oklahoma County, with Seminole Pointe Property Owner's Association, Inc. a non-profit corporation having the right and obligation to enforce these restrictions.

Dated this 18th day of March, 1999.

Signed by Gene McKown

EXHIBIT "A"
(metes and bounds legal description purposely omitted)

**SUPPLEMENTARY DECLARATION FOR ALL OF SEMINOLE POINTE ADDITION
SECTION 8 TO OKLAHOMA CITY**

Whereas, on April 7, 1995, there was filed in the Office of County Clerk of Oklahoma County a certain Declaration of Covenants, Conditions and Restrictions of Seminole Pointe Addition Section 1 recorded in Book 6729, pages 2280-2286, Oklahoma County records, and whereas, on the same date above mentioned there was filed in the Office of the County Clerk of Oklahoma County, and attached to the above mentioned Declaration certain Articles of the Association recorded in Book 6729, pages 2287-2298, Oklahoma County records. Article VIII of the Articles of Association provided for the right of the original Declarant to add subsequent additions or property adjacent, near, or bordering Seminole Pointe Addition Section 1 to Oklahoma City by way of a Supplementary Declaration.

Whereas, Vero Investments, Inc., a corporation, by this document, herewith desires to include certain additional property thereto, all as hereinafter set forth.

1. That upon the execution of this document, and the filing of the same with the County Clerk of Oklahoma County, that all of Seminole Pointe Addition Section 8 to Oklahoma City, herewith made a part of the Property Owners Association relating to Seminole Pointe Addition Section 1 to Oklahoma City, Oklahoma, according to the recorded plat thereof.

2. That henceforth, all of Seminole Pointe Addition Section 13 to Oklahoma City, is herewith made a part and parcel of, and shall be entitled to all of the benefits of, and be required to comply with all terms and conditions of that certain Articles of the Association for Seminole Pointe Addition Section 1 recorded in Book 6729, Pages 2287-2298, Oklahoma County records.

Dated this 18th day of March, 1999.

Signed by Gene McKown.

OWNER CERTIFICATE, DEDICATION AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT Vero Investments, Inc. an Oklahoma corporation, hereby certifies that it is the owner of, and the only person, firm or corporation having any right, title or interest in and to the following described real estate and premises situated in Oklahoma County, Oklahoma, to-wit:

All of Seminole Pointe Addition Section 9 to City of Oklahoma City, Oklahoma, according to the recorded plat thereof.

Said corporation further certifies that it has caused the said property, designated aforesaid, 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, setback lines, rights-of-way, widths of streets and reserves for utilities. Said corporation hereby dedicates to public use all the streets and avenues within such subdivision; easements for the installation and maintenance of drainage; and utility easements within the subdivision as shown on the recorded plat. 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 said corporation and its successors in title to lots and blocks within the 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 within 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 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 more than three or less than two automobiles, and other outbuildings incidental to residential use of the plot.

2. No structure, whether residence, accessory building, tennis court, swimming pool, antenna (on a structure or on a lot) flag poles, fences, walls, treehouses, platforms, exterior lighting, or other improvements, shall be constructed or maintained upon any lot, and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof; the location of the structure plotted horizontally and vertically; the location and size of driveways; the general plan of landscaping, fencing, walls and windbreaks; and the grading plan shall have been submitted to and approved in writing by the Architectural Control committee, and a copy of such plans, specifications, and lot plans as finally approved deposited with the Architectural Control Committee. The Architectural Control Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association. The initial members of which shall be Gene McKown, Vernon McKown and Mike Deskin.

3. Storage buildings may be placed on a lot provided the plans and specifications for the building and site plan for the building are approved by the Architectural Control Committee. The minimum standards for storage buildings are as follows:

A. They must be located in the backyard and not encroach on any utility nor drainage easement. ("Backyard" means behind the house.)

B. No building may be in excess of 12 feet wide and 16 feet long.

C. If building is of metal construction, the peak of the roof must be 6 feet or under including the foundation, if any. In other words, the building may not be visible above the privacy fence.

D. If the building is constructed of other materials, the following conditions apply:

1. The roof must be shingled to match the shingles on the home.

2. The exterior color of the building must be the same as the trim color on the home.

3. The peak of the roof can be no higher than 8 feet including the foundation, if any.
4. Only house numbers that are furnished by the Declarant shall be used and maintained on the property. Further, all mail boxes used must be approved by the Architectural Control Committee.
5. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations with the Property conform to and harmonize with existing surroundings and structures.
6. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within the thirty (30) days after requests have been submitted, approval will not be required, and the same shall be deemed to have been fully complied with.
7. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.
8. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.
9. The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of frame, wood, shingles or other materials that will blend together with the masonry. It is the intention of this restriction to allow panels of other materials other than masonry to be used, but in no event shall a continuing wall consisting of thirty-five percent (35%) of the exterior of the residence be built of any material other than masonry. This restriction is intended to restrict a substantial portion of the principal exterior of residences to masonry construction, but it is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved in advance by the Architectural Control Committee.
10. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.
11. The lot and any building or structure now or hereafter erected thereon shall be occupied and used for single family residence purposes only. All proposed plans for structures shall be approved by the Architecture Control Committee. However, all buildings and structures now or hereafter erected on a lot shall comply with the additional following conditions and restrictions:
 - A. The square footage of each dwelling house constructed shall have a minimum square footage of 1,200 square feet, exclusive of covered and open porches and garage.
 - B. All roofs shall be completed using shingles with a minimum weight of 210 pounds per square and shall be "weathered wood" (gray in color) or the equivalent. The roofs must have a minimum pitch slope of 4 and 12. All other roofs must be approved by the Architectural Control committee in writing.
12. No truck, boat, bus, camper, trailer, recreational or commercial vehicle of any kind or any motor vehicle other than a standard passenger vehicle such as automobile, pickup truck, van or SUV shall be parked or permitted to remain on the driveway of, or in the front yard of, or street adjacent to, any residential plot in the 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 street adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle, other than the said standard passenger vehicle such as automobile, pickup truck, van or SUV. Said prohibited vehicles may be kept on a lot provided they are totally concealed. Under no conditions may such a prohibited vehicle be occupied, temporarily or permanently, as a residence.
13. Garage conversions are prohibited. Garages may not be structurally altered as an extra room addition or for the propose of any residential or commercial use.

14. The owner of each lot shall keep the lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded or sodded and mowed, shrubbery trimmed and painted exterior surfaces repainted all in a manner and with such frequency as is consistent with good property management.

15. In the event the owner of any lot fails to maintain the lot and the buildings and other improvements thereon as provided herein, the Association, after ten (10) days written notice to the owner and with the approval of the Board of Directors, shall have the right to enter upon the lot to perform such work as is reasonably required to restore the lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with restoration shall be reimbursed to the Association by the owner of the lot, upon demand. All costs not reimbursed shall be a lien upon the lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with the terms of a Property Owners Association governing this addition.

16. 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 such utilities, or which may change the direction or 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 reserves 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 overflow, 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 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 easement or of the channels or swales, except for the improvements for which a public authority, utility company, or property owners maintenance association is responsible.

17. 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.

18. Any window type air conditioner installed shall be kept from view of the street.

19. 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 20 feet to the front lot line, or further than 35 feet from the front lot line, or nearer to the rear lot line permitted by City ordinances. No dwelling shall be located nearer than 5 feet to a side lot line.

20. No trash, ashes or other refuse may be thrown or dumped on any vacant lot. Each owner of a vacant lot is required to keep said lot in presentable condition or the Architectural Control Committee may, at its discretion, mow said lot, trim and spray trees, remove trash or refuse and levy a lien on said lot for the cost involved. Refuse must be hauled away for disposal. No owner may make use of a vacant lot for dumping, burning or otherwise disposing of refuse.

21. No owner of any lot within said addition shall demand or receive electric service from overhead wire facilities so long as electric service is available from underground distribution systems. The owner of each lot shall provide the required improvements erected thereon by means of underground service conductors installed, owned and maintained in accordance with plans and specifications furnished by the electric service supplier leading from the source of supply in the utility reserve to such improvement. In addition, no above-ground tank shall be installed or placed on the property, nor shall there be any antennas, transmission towers, etc., without written consent from the Architectural Control Committee.

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

23. 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.

24. No fence shall be installed on the front portion of any lot in this subdivision between the front lot line and the front building setback line. All the fencing shall be 6 foot wood privacy fencing. Fencing shall be constructed with the smooth side facing outward to the common areas and public streets. Any deviation to this shall be approved by the Architectural Control Committee.

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

26. 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.

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

28. All residences shall be of new construction, and no residence, part of a residence, or garage, 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.

29. All houses are to face the front of the lot, except as may be approved by the Architectural Control Committee in writing.

30. All lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the Architectural Control Committee. All garbage cans or refuse areas are to be fully screened and covered from view from the street and from adjoining lots.

31. Certain restrictions addressing fencing, garage conversions, landscaping, use of property, driveways, and signage, contained in this document do not apply to those lots on which model homes may be constructed for sales purposes. Upon termination of their use as sales models, these structures will be converted to single family use and comply with all the restrictions in this document.

32. 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 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 said party to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, or other evidence thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of 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 any first mortgage on such owner's lot.

33. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of ninety percent (90%) of the lots stating that this Declaration shall expire at the end of the then current term.

34. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) to the lots, and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots. Any amendment must be recorded in the office

of the County Clerk of Oklahoma County, Oklahoma.

35. Notwithstanding any other provisions of these restrictions, Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the property or any party thereof or any lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the property or any parts thereof or any lots thereon for federally approved mortgage financing purposed, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

36. Each owner shall register in writing his mailing address with the Association, and notice or demands intended to be served upon an owner shall be sent by certified mail, postage prepaid, address in the name of the owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Association governing these restrictions shall be sent certified mail, with postage prepaid to 1320 N. Porter, Norman, Oklahoma, 73071.

37. If the undersigned party, or any of its 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 entity owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the party or entity violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation, including attorneys fees in the prosecution and enforcement of said covenants.

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

39. The property contained herein will be made a part and parcel of a certain Declaration of Property Owners Association to be filed with the County Clerk of Oklahoma County, with Seminole Pointe Property Owners Association, Inc. a non-profit corporation having the right and obligation to enforce these restrictions.

Dated this 14th day of September, 2000.

Signed by Gene McKown

EXHIBIT "A"
(metes and bounds legal description purposely omitted)

**SUPPLEMENTARY DECLARATION FOR ALL OF SEMINOLE POINTE ADDITION
SECTION 9 TO OKLAHOMA CITY**

Whereas, on April 7, 1995, there was filed in the Office of County Clerk of Oklahoma County a certain Declaration of Covenants, Conditions and Restrictions of Seminole Pointe Addition Section 1 recorded in Book 6729, pages 2280-2286, Oklahoma County records, and

Whereas, on the same date above mentioned there was filed in the Office of the County Clerk of Oklahoma County, and attached to the above mentioned Declaration certain Articles of the Association recorded in Book 6729, pages 2287-2298, Oklahoma County records. Article VIII of the Articles of Association provided for the right of the original Declarant to add subsequent additions or property adjacent, near, or bordering Seminole Pointe Addition Section 1 to Oklahoma City by way of a Supplementary Declaration.

Whereas, Vero Investments, Inc., a corporation, by this document, herewith desires to include certain additional property thereto, all as hereinafter set forth.

1. That upon the execution of this document, and the filing of the same with the County Clerk of Oklahoma County, that all of Seminole Pointe Addition Section 9 to Oklahoma City, herewith made a part of the Property Owners Association relating to Seminole Pointe Addition Section 1 to Oklahoma City, Oklahoma, according to the recorded plat thereof.

2. That henceforth, all of Seminole Pointe Addition Section 9 to Oklahoma City, is herewith made a part and parcel of, and shall be entitled to all of the benefits of, and be required to comply with all terms and conditions of that certain Articles of the Association for Seminole Pointe Addition Section 1 recorded in Book 6729, Pages 2287-2298, Oklahoma County records.

Dated this 14th day of September, 2000.

Signed by Gene McKown.

OWNER CERTIFICATE, DEDICATION AND RESERVATIONS

THAT Vero Investments, LLC, hereby certifies that it is the owner of, and the only person, firm or corporation having any right, title or interest in and to the following described real estate and premises situated in Oklahoma County, Oklahoma, to-wit:

All of Seminole Pointe Addition Section 10 to City of Oklahoma City, Oklahoma, according to the recorded plat thereof.

Said corporation further certifies that it has caused the said property, designated aforesaid, 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, setback lines, rights-of-way, widths of streets and reserves for utilities. Said corporation hereby dedicates to public use all the streets and avenues within such subdivision; easements for the installation and maintenance of drainage; and utility easements within the subdivision as shown on the recorded plat. 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 said corporation and its successors in title to lots and blocks within the 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 within 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 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 more than three or less than two automobiles, and other outbuildings incidental to residential use of the plot.

2. No structure, whether residence, accessory building, tennis court, swimming pool, antenna (on a structure or on a lot) flag poles, fences, walls, treehouses, platforms, exterior lighting, or other improvements, shall be constructed or maintained upon any lot, and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof; the location of the structure plotted horizontally and vertically; the location and size of driveways; the general plan of landscaping, fencing, walls and windbreaks; and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved deposited with the Architectural Control Committee. The Architectural Control Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association. The initial members of which shall be Richard McKown, Vernon McKown and Mike Deskin.

3. Storage buildings may be placed on a lot provided the plans and specifications for the building and site plan for the building are approved by the Architectural Control Committee. The minimum standards for storage buildings are as follows:

A. They must be located in the backyard and not encroach on any utility nor drainage easement. ("Backyard" means behind the house.)

B. No building may be in excess of 12 feet wide and 16 feet long.

C. If building is of metal construction, the peak of the roof must be 6 feet or under including the foundation, if any. In other words, the building may not be visible above the privacy fence.

D. If the building is constructed of other materials, the following conditions apply:

1. The roof must be shingled to match the shingles on the home.

2. The exterior color of the building must be the same as the trim color on the home.

3. The peak of the roof can be no higher than 8 feet including the foundation, if any.
4. Only house numbers that are furnished by the Declarant shall be used and maintained on the property. Further, all mail boxes used must be approved by the Architectural Control Committee.
5. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations with the Property conform to and harmonize with existing surroundings and structures.
6. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within the thirty (30) days after requests have been submitted, approval will not be required, and the same shall be deemed to have been fully complied with.
7. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.
8. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.
9. The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of frame, wood, shingles or other materials that will blend together with the masonry. It is the intention of this restriction to allow panels of other materials other than masonry to be used, but in no event shall a continuing wall consisting of thirty-five percent (35%) of the exterior of the residence be built of any material other than masonry. This restriction is intended to restrict a substantial portion of the principal exterior of residences to masonry construction, but it is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved in advance by the Architectural Control Committee.
10. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.
11. The lot and any building or structure now or hereafter erected thereon shall be occupied and used for single family residence purposes only. All proposed plans for structures shall be approved by the Architecture Control Committee. However, all buildings and structures now or hereafter erected on a lot shall comply with the additional following conditions and restrictions:
 - A. The square footage of each dwelling house constructed shall have a minimum square footage of 1,200 square feet, exclusive of covered and open porches and garage.
 - B. All roofs shall be completed using shingles with a minimum weight of 210 pounds per square and shall be "weatheredwood" (gray in color) or the equivalent. The roofs must have a minimum pitch slope of 4 and 12. All other roofs must be approved by the Architectural Control committee in writing.
12. No truck, boat, bus, camper, trailer, recreational or commercial vehicle of any kind or any motor vehicle other than a standard passenger vehicle such as automobile, pickup truck, van or SUV shall be parked or permitted to remain on the driveway of, or in the front yard of, or street adjacent to, any residential plot in the 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 street adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle, other than the said standard passenger vehicle such as automobile, pickup truck, van or SUV. Said prohibited vehicles may be kept on a lot provided they are totally concealed. Under no conditions may such a prohibited vehicle be occupied, temporarily or permanently, as a residence.
13. Garage conversions are prohibited. Garages may not be structurally altered as an extra room addition or for the propose of any residential or commercial use.

14. The owner of each lot shall keep the lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded or sodded and mowed, shrubbery trimmed and painted exterior surfaces repainted all in a manner and with such frequency as is consistent with good property management.

15. In the event the owner of any lot fails to maintain the lot and the buildings and other improvements thereon as provided herein, the Association, after ten (10) days written notice to the owner and with the approval of the Board of Directors, shall have the right to enter upon the lot to perform such work as is reasonably required to restore the lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with restoration shall be reimbursed to the Association by the owner of the lot, upon demand. All costs not reimbursed shall be a lien upon the lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with the terms of a Property Owners Association governing this addition.

16. 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 such utilities, or which may change the direction or 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 reserves 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 overflow, 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 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 easement or of the channels or swales, except for the improvements for which a public authority, utility company, or property owners maintenance association is responsible.

17. 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.

18. Any window type air conditioner installed shall be kept from view of the street.

19. 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 20 feet to the front lot line, or further than 35 feet from the front lot line, or nearer to the rear lot line permitted by City ordinances. No dwelling shall be located nearer than 5 feet to a side lot line.

20. No trash, ashes or other refuse may be thrown or dumped on any vacant lot. Each owner of a vacant lot is required to keep said lot in presentable condition or the Architectural Control Committee may, at its discretion, mow said lot, trim and spray trees, remove trash or refuse and levy a lien on said lot for the cost involved. Refuse must be hauled away for disposal. No owner may make use of a vacant lot for dumping, burning or otherwise disposing of refuse.

21. No owner of any lot within said addition shall demand or receive electric service from overhead wire facilities so long as electric service is available from underground distribution systems. The owner of each lot shall provide the required improvements erected thereon by means of underground service conductors installed, owned and maintained in accordance with plans and specifications furnished by the electric service supplier leading from the source of supply in the utility reserve to such improvement. In addition, no above-ground tank shall be installed or placed on the property, nor shall there be any antennas, transmission towers, etc., without written consent from the Architectural Control Committee.

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

23. 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.

24. Fencing: all fencing shall be 6-foot wood, dog-eared privacy fencing constructed with the smooth side facing outward to the common areas and public streets. No fence shall be installed on the front portion of any lot between the front lot line and the front building set back line. Some additional requirements are:

A. On the lots that adjoin Common Area A (Lots 1-4, Block 44; and Lots 1 and 14-21, Block 45) the following exceptions shall apply. On these lots, the 6-foot wood privacy fencing will taper off to that portion of the lot adjoining Common Area A. On that portion of the lot, the fencing shall be 4-foot high wood fence with every other picket removed.

B. On the following corner lots (Lots 7, 10, & 25, Block 45; Lots 1, 5-6, and 11, Block 46; Lots 1, Block 47; and Lots 1 & 11, Block 48), the side lot fence shall be 21 feet from the back of the curb.

C. Any deviations to these fencing requirements must be approved by the Architectural Control Committee.

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

26. 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.

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

28. All residences shall be of new construction, and no residence, part of a residence, or garage, 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.

29. All houses are to face the front of the lot, except as may be approved by the Architectural Control Committee in writing.

30. All lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the Architectural Control Committee. All garbage cans or refuse areas are to be fully screened and covered from view from the street and from adjoining lots.

31. Certain restrictions addressing fencing, garage conversions, landscaping, use of property, driveways, and signage, contained in this document do not apply to those lots on which model homes may be constructed for sales purposes. Upon termination of their use as sales models, these structures will be converted to single family use and comply with all the restrictions in this document.

32. 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 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 said party to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, or other evidence thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of 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 any first mortgage on such owner's lot.

33. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of ninety percent (90%) of the lots stating that this Declaration shall expire at the end of the then current term.

34. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) to the lots, and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots. Any amendment must be recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

35. Notwithstanding any other provisions of these restrictions, Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the property or any party thereof or any lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the property or any parts thereof or any lots thereon for federally approved mortgage financing purposed, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

36. Each owner shall register in writing his mailing address with the Association, and notice or demands intended to be served upon an owner shall be sent by certified mail, postage prepaid, address in the name of the owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Association governing these restrictions shall be sent certified mail, with postage prepaid to Seminole Pointe Property Owners Association, Inc., P0 Box 7652, Edmond, OK 73083-7652.

37. If the undersigned party, or any of its successors or assigns, or any person or persons claiming under them, shall violate any of tile covenants herein, it shall be lawful for any other person or entity owning any real property situated in tills subdivision to prosecute any proceedings at law or in equity against the party or entity violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation, including attorneys fees in the prosecution and enforcement of said covenants.

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

39. The property contained herein will be made a part and parcel of a certain Declaration of Property Owners Association to be filed with the County Clerk of Oklahoma County, with Seminole Pointe Property Owners Association, Inc. a non-profit corporation having the right and obligation to enforce these restrictions.

Dated this 3rd day of June, 2002.

Signed by Richard McKown

EXHIBIT "A"
(metes and bounds legal description purposely omitted)

**SUPPLEMENTARY DECLARATION FOR ALL OF SEMINOLE POINTE
ADDITION SECTION 10 TO OKLAHOMA CITY**

Whereas, on April 7, 1995, there was filed in the Office of County Clerk of Oklahoma County a certain Declaration of Covenants, Conditions and Restrictions of Seminole Pointe Addition Section 1 recorded in Book 6729, pages 2280-2286, Oklahoma County records, and

Whereas, on the same date above mentioned there was filed in the Office of the County Clerk of Oklahoma County, and attached to the above mentioned Declaration certain Articles of the Association recorded in Book 6729, pages 2287-2298, Oklahoma County records. Article VIII of the Articles of Association provided for the right of the original Declarant to add subsequent additions or property adjacent, near, or bordering Seminole Pointe Addition Section 1 to Oklahoma City by way of a Supplementary Declaration.

Whereas, Vero Investments, Inc., a corporation, by this document, herewith desires to include certain additional property thereto, all as hereinafter set forth.

1. That upon the execution of this document, and the filing of the same with the County Clerk of Oklahoma County, that all of Seminole Pointe Addition Section 10 to Oklahoma City, herewith made a part of the Property Owners Association relating to Seminole Pointe Addition Section 1 to Oklahoma City, Oklahoma, according to the recorded plat thereof.

2. That henceforth, all of Seminole Pointe Addition Section 10 to Oklahoma City, is herewith made a part and parcel of, and shall be entitled to all of the benefits of, and be required to comply with all terms and conditions of that certain Articles of the Association for Seminole Pointe Addition Section 1 recorded in Book 6729, pages 2287-2298, Oklahoma County records.

Dated this 3rd day of June, 2002.

Signed by Richard McKown

OWNER CERTIFICATE, DEDICATION, AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT Vero Investments, LLC, hereby certifies that it is the owner of, and the only person, firm or corporation having any right, title or interest in and to the following described real estate and premises situated in Oklahoma County, Oklahoma, to-wit:

All of Seminole Pointe Addition Section 11 to City of Oklahoma City, Oklahoma, according to the recorded plat thereof.

Said corporation further certifies that it has caused the said property, designated aforesaid, 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, setback lines, rights-of-way, widths of streets and reserves for utilities. Said corporation hereby dedicates to public use all the streets and avenues within such subdivision; easements for the installation and maintenance of drainage; and utility easements within the subdivision as shown on the recorded plat. 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 said corporation and its successors in title to lots and blocks within the 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 within 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 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 more than three or less than two automobiles, and other outbuildings incidental to residential use of the plot.

2. No structure, whether residence, accessory building, tennis court, swimming pool, antenna (on a structure or on a lot) flag poles, fences, walls, treehouses, platforms, exterior lighting, or other improvements, shall be constructed or maintained upon any lot, and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof; the location of the structure plotted horizontally and vertically; the location and size of driveways; the general plan of landscaping, fencing, walls and windbreaks; and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved deposited with the Architectural Control Committee. The Architectural Control Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association. The initial members of which shall be Richard McKown, Vernon McKown and Mike Deskin.

3. Storage buildings may be placed on a lot provided the plans and specifications for the building and site plan for the building are approved by the Architectural Control Committee. The minimum standards for storage buildings are as follows:

A. They must be located in the backyard and not encroach on any utility nor drainage easement. ("Backyard" means behind the house.)

B. No building may be in excess of 12 feet wide and 16 feet long.

C. If building is of metal construction, the peak of the roof must be 6 feet or under including the foundation, if any. In other words, the building may not be visible above the privacy fence.

D. If the building is constructed of other materials, the following conditions apply:

1. The roof must be shingled to match the shingles on the home.

2. The exterior color of the building must be the same as the trim color on the home.
3. The peak of the roof can be no higher than 8 feet including the foundation, if any.
4. Only house numbers that are furnished by the Declarant shall be used and maintained on the property. Further, all mail boxes used must be approved by the Architectural Control Committee.
5. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations with the Property conform to and harmonize with existing surroundings and structures.
6. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within the thirty (30) days after requests have been submitted, approval will not be required, and the same shall be deemed to have been fully complied with.
7. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.
8. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.
9. The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of frame, wood, shingles or other materials that will blend together with the masonry. It is the intention of this restriction to allow panels of other materials other than masonry to be used, but in no event shall a continuing wall consisting of thirty-five percent (35%) of the exterior of the residence be built of any material other than masonry. This restriction is intended to restrict a substantial portion of the principal exterior of residences to masonry construction, but it is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved in advance by the Architectural Control Committee.
10. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.
11. The lot and any building or structure now or hereafter erected thereon shall be occupied and used for single family residence purposes only. All proposed plans for structures shall be approved by the Architecture Control Committee. However, all buildings and structures now or hereafter erected on a lot shall comply with the additional following conditions and restrictions:
 - A. The square footage of each dwelling house constructed shall have a minimum square footage of 1,200 square feet, exclusive of covered and open porches and garage.
 - B. All roofs shall be completed using shingles with a minimum weight of 210 pounds per square and shall be "weatheredwood" (gray in color) or the equivalent. The roofs must have a minimum pitch slope of 4 and 12. All other roofs must be approved by the Architectural Control committee in writing.
12. No truck, boat, bus, camper, trailer, recreational or commercial vehicle of any kind or any motor vehicle other than a standard passenger vehicle such as automobile, pickup truck, van or SUV shall be parked or permitted to remain on the driveway of, or in the front yard of, or street adjacent to, any residential plot in the 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 street adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle, other than the said standard passenger vehicle such as automobile, pickup truck, van or SUV. Said prohibited vehicles may be kept on a lot provided they are totally concealed. Under no conditions may such a prohibited vehicle be occupied, temporarily or permanently, as a residence.

13. Garage conversions are prohibited. Garages may not be structurally altered as an extra room addition or for the propose of any residential or commercial use.

14. The owner of each lot shall keep the lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded or sodded and mowed, shrubbery trimmed and painted exterior surfaces repainted all in a manner and with such frequency as is consistent with good property management.

15. In the event the owner of any lot fails to maintain the lot and the buildings and other improvements thereon as provided herein, the Association, after ten (10) days written notice to the owner and with the approval of the Board of Directors, shall have the right to enter upon the lot to perform such work as is reasonably required to restore the lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with restoration shall be reimbursed to the Association by the owner of the lot, upon demand. All costs not reimbursed shall be a lien upon the lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with the terms of a Property Owners Association governing this addition.

16. 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 such utilities, or which may change the direction or 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 reserves area of each Jot 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 overflow, 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 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 casement or of the channels or swales, except for the improvements for which a public authority, utility company, or property owners maintenance association is responsible.

17. 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.

18. Any window type air conditioner installed shall be kept from view of the street.

19. No building shall be located on any lot nearer¹ to the front lot line or nearer to the side street line than the minimum building set back lines shown on the re~k1rdcd plat. In any event, no building shall be located on any residential plot nearer than 20 feet to the front lot line, or further than 35 feet from the front lot line, or nearer to the rear lot line permitted by City ordinances. No dwelling shall be located nearer than 5 feet to a side lot line.

20. No trash, ashes or other refuse may be thrown or dumped on any vacant lot. Each owner of a vacant lot is required to keep said lot in presentable condition or the Architectural Control Committee may, at its discretion, mow said lot, trim and spray trees, remove trash or refuse and levy a lien on said lot for the cost involved. Refuse must be hauled away for disposal. No owner may make use of a vacant lot for dumping, burning or otherwise disposing of refuse.

21. No owner of any lot within said addition shall demand or receive electric service from overhead wire facilities so long as electric service is available from underground distribution systems. The owner of each lot shall provide the required improvements erected thereon by means of underground service conductors installed, owned and maintained in accordance with plans and specifications furnished by the electric service supplier leading from the source of supply in the utility reserve to such improvement. In addition, no above-ground tank shall be installed or placed on the property, nor shall there be any antennas, transmission towers, etc., without written consent from the Architectural Control Committee.

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

23. 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.

24. Fencing: all fencing shall be 6-foot wood, dog-eared privacy fencing constructed with the smooth side facing outward to the common areas and public streets. No fence shall be installed on the front portion of any lot between the front lot line and the front building set back line. Fences may not be painted. However they may be stained with prior approval of the Architectural Control Committee. Some additional requirements are:

A. On the following corner lots (Lots 1 & 20-2 1 Block 49, Lots 1 & 6-7 & 12 Block 50, Lots 1 & 9-10 & 18 Block 51, and Lot I Block 52), the side lot fence shall be 21 feet from the back of the curb.

B. Any deviations to these fencing requirements must be approved by the Architectural Control Committee.

25. No detached garage or other outbuilding shall be permitted in any casement reserved for utilities.

26. 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.

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

28. All residences shall be of new construction, and no residence, part of a residence, or garage, 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.

29. All houses are to face the front of the lot, except as may be approved by the Architectural Control Committee in writing.

30. All lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the Architectural Control Committee. All garbage cans or refuse areas are to be fully screened and covered from view from the street and from adjoining lots.

31. Certain restrictions addressing fencing, garage conversions, landscaping, use of property, driveways, and signage, contained in this document do not apply to those lots on which model homes may be constructed for sales purposes. Upon termination of their use as sales models, these structures will be converted to single family use and comply with all the restrictions in this document.

32. 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 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 said party to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, or other evidence thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of 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 any first mortgage on such owner's lot.

33. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of ninety percent (90%) of the lots stating that this Declaration shall expire at the end of the then current term.

34. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) to the lots, and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots. Any amendment must be recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

35. Notwithstanding any other provisions of these restrictions, Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the property or any party thereof or any lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the property or any parts thereof or any lots thereon for federally approved mortgage financing purposed, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

36. Each owner shall register in writing his mailing address with the Association, and notice or demands intended to be served upon an owner shall be sent by certified mail, postage prepaid, address in the name of the owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Association governing these restrictions shall be sent certified mail, with postage prepaid to Seminole Pointe Property Owners Association, Inc., P0 Box 7652, Edmond, OK 73083-7652.

37. If the undersigned party, or any of its 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 entity owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the party or entity violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation, including attorneys fees in the prosecution and enforcement of said covenants.

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

39. The property contained herein will be made a part and parcel of a certain Declaration of Property Owners Association to be filed with the County Clerk of Oklahoma County, with Seminole Pointe Property Owners Association, Inc. a non-profit corporation having the right and obligation to enforce these restrictions.

Dated this 16th day of May, 2003.

Signed by Richard McKown

EXHIBIT "A"
(metes and bounds legal description purposely omitted)

**SUPPLEMENTARY DECLARATION FOR ALL OF SEMINOLE POINTE
ADDITION SECTION 11 TO OKLAHOMA CITY**

Whereas, on April 7, 1995, there was filed in the Office of County Clerk of Oklahoma County a certain Declaration of Covenants, Conditions and Restrictions of Seminole Pointe Addition Section 1 recorded in Book 6729, pages 2280-2286, Oklahoma County records, and

Whereas, on the same date above mentioned there was filed in the Office of the County Clerk of Oklahoma County, and attached to the above mentioned Declaration certain Articles of the Association recorded in Book 6729, pages 2287-2298, Oklahoma County records. Article VIII of the Articles of Association provided for the right of the original Declarant to add subsequent additions or property adjacent, near, or bordering Seminole Pointe Addition Section 1 to Oklahoma City by way of a Supplementary Declaration.

Whereas, Vero Investments, Inc., a corporation, by this document, herewith desires to include certain additional property Thereto, all as hereinafter set forth.

1. That upon the execution of this document, and the filing of the same with the County Clerk of Oklahoma County, that all of Seminole Pointe Addition Section 11 to Oklahoma City, herewith made a part of the Property Owners Association relating to Seminole Pointe Addition Section 1 to Oklahoma City, Oklahoma, according to the recorded plat thereof.

2. That henceforth, all of Seminole Pointe Addition Section 11 to Oklahoma City, is herewith made a part and parcel of, and shall be entitled to all of the benefits of, and be required to comply with all terms and conditions of that certain Articles of the Association for Seminole Pointe Addition Section 1 recorded in Book 6729, pages 2287-2298, Oklahoma County records.

Dated this 16th day of May, 2003.

Signed by Richard McKown

OWNER CERTIFICATE, DEDICATION, AND RESERVATION

KNOW ALL MEN BY THESE PRESENTS:

THAT Vero Investments, LLC, hereby certifies that it is the owner of, and the only person, firm or corporation having any right, title or interest in and to the following described real estate and premises situated in Oklahoma County, Oklahoma, to-wit:

All of Seminole Pointe Addition Section 12 to City of Oklahoma City, Oklahoma, according to the recorded plat thereof.

Said corporation further certifies that it has caused the said property, designated aforesaid, 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, setback lines, rights-of-way, widths of streets and reserves for utilities. Said corporation hereby dedicates to public use all the streets and avenues within such subdivision; easements for the installation and maintenance of drainage; and utility easements within the subdivision as shown on the recorded plat. 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 said corporation and its successors in title to lots and blocks within the 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 within 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 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 more than three or less than two automobiles, and other outbuildings incidental to residential use of the plot.

2. No structure, whether residence, accessory building, tennis court, swimming pool, antenna (on a structure or on a lot) flag poles, fences, walls, treehouses, platforms, exterior lighting, or other improvements, shall be constructed or maintained upon any lot, and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof; the location of the structure plotted horizontally and vertically; the location and size of driveways; the general plan of landscaping, fencing, walls and windbreaks; and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved deposited with the Architectural Control Committee. The Architectural Control Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association. The initial members of which shall be Richard McKown, Vernon McKown and Mike Deskin.

3. Storage buildings may be placed on a lot provided the plans and specifications for the building and site plan for the building are approved by the Architectural Control Committee. The minimum standards for storage buildings are as follows:

A. They must be located in the backyard and not encroach on any utility nor drainage easement. ("Backyard" means behind the house.

B. No building may be in excess of 12 feet wide and 16 feet long.

C. If building is of metal construction, the peak of the roof must be 6 feet or under including the foundation, if any. In other words, the building may not be visible above the privacy fence.

D. If the building is constructed of other materials, the following conditions apply:

1. The roof must be shingled to match the shingles on the home.

2. The exterior color of the building must be the same as the trim color on the home.
3. The peak of the roof can be no higher than 9 feet including the foundation, if any.
4. Only house numbers that are furnished by the Declarant shall be used and maintained on the property. Further, all mail boxes used must be approved by the Architectural Control Committee.
5. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations with the Property conform to and harmonize with existing surroundings and structures.
6. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within the thirty (30) days after requests have been submitted, approval will not be required, and the same shall be deemed to have been fully complied with.
7. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.
8. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.
9. The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of frame, wood, shingles or other materials that will blend together with the masonry. It is the intention of this restriction to allow panels of other materials other than masonry to be used, but in no event shall a continuing wall consisting of thirty-five percent (35%) of the exterior of the residence be built of any material other than masonry. This restriction is intended to restrict a substantial portion of the principal exterior of residences to masonry construction, but it is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved in advance by the Architectural Control Committee.
10. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.
11. The lot and any building or structure now or hereafter erected thereon shall be occupied and used for single family residence purposes only. All proposed plans for structures shall be approved by the Architecture Control Committee. However, all buildings and structures now or hereafter erected on a lot shall comply with the additional following conditions and restrictions:
 - A. The square footage of each dwelling house constructed shall have a minimum square footage of 1,200 square feet, exclusive of covered and open porches and garage.
 - B. All roofs shall be completed using shingles with a minimum weight of 210 pounds per square and shall be "weatheredwood" (gray in color) or the equivalent. The roofs must have a minimum pitch slope of 4 and 12. All other roofs must be approved by the Architectural Control committee in writing.
12. No truck, boat, bus, camper, trailer, recreational or commercial vehicle of any kind or any motor vehicle other than a standard passenger vehicle such as automobile, pickup truck, van or SUV shall be parked or permitted to remain on the driveway of, or in the front yard of, or street adjacent to, any residential plot in the 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 street adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle, other than the said standard passenger vehicle such as automobile, pickup truck, van or SUV. Said prohibited vehicles may be kept on a lot provided they are totally concealed. Under no conditions may such a prohibited vehicle be occupied, temporarily or permanently, as a residence.

13. Garage conversions are prohibited. Garages may not be structurally altered as an extra room addition or for the propose of any residential or commercial use.

14. The owner of each lot shall keep the lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded or sodded and mowed, shrubbery trimmed and painted exterior surfaces repainted all in a manner and with such frequency as is consistent with good property management.

15. In the event the owner of any lot fails to maintain the lot and the buildings and other improvements thereon as provided herein, the Association, after ten (10) days written notice to the owner and with the approval of the Board of Directors, shall have the right to enter upon the lot to perform such work as is reasonably required to restore the lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with restoration shall be reimbursed to the Association by the owner of the lot, upon demand. All costs not reimbursed shall be a lien upon the lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with the terms of a Property Owners Association governing this addition.

16. 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 such utilities, or which may change the direction or 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 reserves 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 overflow, 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 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 easement or of the channels or swales, except for the improvements for which a public authority, utility company, or property owners maintenance association is responsible.

17. 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.

18. Any window type air conditioner installed shall be kept from view of the street.

19. 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 20 feet to the front lot line, or further than 35 feet from the front lot line, or nearer to the rear lot line permitted by City ordinances. No dwelling shall be located nearer than 5 feet to a side lot line.

20. No trash, ashes or other refuse may be thrown or dumped on any vacant lot. Each owner of a vacant lot is required to keep said lot in presentable condition or the Architectural Control Committee may, at its discretion, mow said lot, trim and spray trees, remove trash or refuse and levy a lien on said lot for the cost involved. Refuse must be hauled away for disposal. No owner may make use of a vacant lot for dumping, burning or otherwise disposing of refuse.

21. No owner of any lot within said addition shall demand or receive electric service from overhead wire facilities so long as electric service is available from underground distribution systems. The owner of each lot shall provide the required improvements erected thereon by means of underground service conductors installed, owned and maintained in accordance with plans and specifications furnished by the electric service supplier leading from the source of supply in the utility reserve to such improvement. In addition, no above-ground tank shall be installed or placed on the property, nor shall there be any antennas, transmission towers, etc., without written consent from the Architectural Control Committee.

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

23. 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.

24. Fencing: all fencing shall be 6-foot wood, dog-eared privacy fencing constructed with the smooth side facing outward to the common areas and public streets. No fence shall be installed on the front portion of any lot between the front lot line and the front building set back line. Fences may not be painted. However they may be stained with prior approval of the Architectural Control Committee. Any deviations to these fencing requirements must be approved by the Architectural Control Committee.

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

26. 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.

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

28. All residences shall be of new construction, and no residence, part of a residence, or garage, 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.

29. All houses are to face the front of the lot, except as may be approved by the Architectural Control Committee in writing.

30. All lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the Architectural Control Committee. All garbage cans or refuse areas are to be fully screened and covered from view from the street and from adjoining lots.

31. Certain restrictions addressing fencing, garage conversions, landscaping, use of property, driveways, and signage, contained in this document do not apply to those lots on which model homes may be constructed for sales purposes. Upon termination of their use as sales models, these structures will be converted to single family use and comply with all the restrictions in this document.

32. 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 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 said party to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, or other evidence thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of 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 any first mortgage on such owner's lot.

33. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of ninety percent (90%) of the lots stating that this Declaration

shall expire at the end of the then current term.

34. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) to the lots, and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots. Any amendment must be recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

35. Notwithstanding any other provisions of these restrictions, Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the property or any party thereof or any lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the property or any parts thereof or any lots thereon for federally approved mortgage financing purposed, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

36. Each owner shall register in writing his mailing address with the Association, and notice or demands intended to be served upon an owner shall be sent by certified mail, postage prepaid, address in the name of the owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Association governing these restrictions shall be sent certified mail, with postage prepaid to Seminole Pointe Property Owners Association, Inc., P0 Box 7652, Edmond, OK 73083-7652.

37. If the undersigned party, or any of its 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 entity owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the party or entity violating or attempting to violate any such covenant, anti either to prevent him or them from so doing or to recover damages or other dues for such violation, including attorneys fees in the prosecution and enforcement of said covenants.

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

39. The property contained herein will be made a part and parcel of a certain Declaration of Property Owners Association to be filed with the County Clerk of Oklahoma County, with Seminole Pointe Property Owners Association, Inc. a non-profit corporation having the right and obligation to enforce these restrictions.

Dated this 11th day of February, 2004.

Signed by Richard McKown

EXHIBIT "A"
(metes and bounds legal description purposely omitted)

**SUPPLEMENTARY DECLARATION FOR ALL OF SEMINOLE POINTE
ADDITION SECTION 12 TO OKLAHOMA CITY**

Whereas, on April 7, 1995, there was filed in the Office of County Clerk of Oklahoma County a certain Declaration of Covenants, Conditions and Restrictions of Seminole Pointe Addition Section 1 recorded in Book 6729, pages 2280-2286, Oklahoma County records, and

Whereas, on the same date above mentioned there was filed in the Office of the County Clerk of Oklahoma County, and attached to the above mentioned Declaration certain Articles of the Association recorded in Book 6729, pages 2287-2298, Oklahoma County records. Article VIII of the Articles of Association provided for the right of the original Declarant to add subsequent additions or property adjacent, near, or bordering Seminole Pointe Addition Section 1 to Oklahoma City by way of a Supplementary Declaration.

Whereas, Vero Investments, Inc., a corporation, by this document, herewith desires to include certain additional property thereto, all as hereinafter set forth.

1. That upon the execution of this document, and the filing of the same with the County Clerk of Oklahoma County, that all of Seminole Pointe Addition Section 12 to Oklahoma City, herewith made a part of the Property Owners Association relating to Seminole Pointe Addition Section 1 to Oklahoma City, Oklahoma, according to the recorded plat thereof.

2. That henceforth, all of Seminole Pointe Addition Section 12 to Oklahoma City, is herewith made a part and parcel of, and shall be entitled to all of the benefits of, and be required to comply with all terms and conditions of that certain Articles of the Association for Seminole Pointe Addition Section 1 recorded in Book 6729, pages 2287-2298, Oklahoma County records.

Dated this 11th day of February, 2004.

Signed by Richard McKown

OWNER CERTIFICATE, DEDICATION, AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS

THAT Vero Investments, LLC, hereby certifies that it is the owner of, and the only person, firm or corporation having any right, title or interest in and to the following declaration and premises situated in Oklahoma County, Oklahoma, to-wit:

All of Seminole Pointe Addition Section 13 to City of Oklahoma City, Oklahoma, according to the recorded plat thereof.

Said corporation further certifies that it has caused the said property, designated aforesaid, 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, setback lines, rights-of-way, widths of streets and reserves for utilities. Said corporation hereby dedicates to public use all the streets and avenues within such subdivision; easements for the installation and maintenance of drainage; and utility easements within the subdivision as shown on the recorded plat. 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 said corporation and its successors in title to lots and blocks within the 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 within 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 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 more than three or less than two automobiles, and other outbuildings incidental to residential use of the plot.

2. No structure, whether residence, accessory building, tennis court, swimming pool, antenna (on a structure or on a lot) flag poles, fences, walls, treehouses, platforms, exterior lighting, or other improvements, shall be constructed or maintained upon any lot, and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof; the location of the structure plotted horizontally and vertically; the location and size of driveways; the general plan of landscaping, fencing, walls and windbreaks; and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved deposited with the Architectural Control Committee. The Architectural Control Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association. The initial members of which shall be Richard McKown, Vernon McKown and Mike Deskin.

3. Storage buildings may be placed on a lot provided the plans and specifications for the building and site plan for the building are approved by the Architectural Control Committee. The minimum standards for storage buildings are as follows:

A. They must be located in the backyard and not encroach on any utility or drainage easement. ("Backyard" means behind the house.)

B. No building may be in excess of 12 feet wide and 16 feet long.

C. If building is of metal construction, the peak of the roof must be 6 feet or under including the foundation, if any. In other words, the building may not be visible above the privacy fence.

D. If the building is constructed of other materials, the following conditions apply:

1. The roof must be shingled to match the shingles on the home.

2. The exterior color of the building must be the same as the trim color on the home.
3. The peak of the roof can be no higher than 8 feet including the foundation, if any.
4. Only house numbers that are furnished by the Declarant shall be used and maintained on the property. Further, all mail boxes used must be approved by the Architectural Control Committee.
5. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations with the Property conform to and harmonize with existing surroundings and structures.
6. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within the thirty (30) days after requests have been submitted, approval will not be required, and the same shall be deemed to have been fully complied with.
7. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.
8. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.
9. The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of frame, wood, shingles or other materials that will blend together with the masonry. It is the intention of this restriction to allow panels of other materials other than masonry to be used, but in no event shall a continuing wall consisting of thirty-five percent (35%) of the exterior of the residence be built of any material other than masonry. This restriction is intended to restrict a substantial portion of the principal exterior of residences to masonry construction, but it is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved in advance by the Architectural Control Committee.
10. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.
11. The lot and any building or structure now or hereafter erected thereon shall be occupied and used for single family residence purposes only. All proposed plans for structures shall be approved by the Architecture Control Committee. However, all buildings and structures now or hereafter erected on a lot shall comply with the additional following conditions and restrictions:
 - A. The square footage of each dwelling house constructed shall have a minimum square footage of 1,200 square feet, exclusive of covered and open porches and garage.
 - B. All roofs shall be completed using shingles with a minimum weight of 210 pounds per square and shall be "weatheredwood" (gray in color) or the equivalent. The roofs must have a minimum pitch slope of 4 and 12. All other roofs must be approved by the Architectural Control committee in writing.
12. No truck, boat, bus, camper, trailer, recreational or commercial vehicle of any kind or any motor vehicle other than a standard passenger vehicle such as automobile, pickup truck, van or SUV shall be parked or permitted to remain on the driveway of, or in the front yard of, or street adjacent to, any residential plot in the 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 street adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle, other than the said standard passenger vehicle such as automobile, pickup truck, van or SUV. Said prohibited vehicles may be kept on a lot provided they are totally concealed. Under no conditions may such a prohibited vehicle be occupied, temporarily or permanently, as a residence.

13. Garage conversions are prohibited. Garages may not be structurally altered as an extra room addition or for the propose of any residential or commercial use.

14. The owner of each lot shall keep the lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded or sodded and mowed, shrubbery trimmed and painted exterior surfaces repainted all in a manner and with such frequency as is consistent with good property management.

15. In the event the owner of any lot fails to maintain the lot and the buildings and other improvements thereon as provided herein, the Association, after ten (10) days written notice to the owner and with the approval of the Board of Directors, shall have the right to enter upon the lot to perform such work as is reasonably required to restore the lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with restoration shall be reimbursed to the Association by the owner of the lot, upon demand. All costs not reimbursed shall be a lien upon the lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with the terms of a Property Owners Association governing this addition.

16. 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 such utilities, or which may change the direction or 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 reserves 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 overflow, 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 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 easement or of the channels or swales, except for the improvements for which a public authority, utility company, or property owners maintenance association is responsible.

17. 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.

18. Any window type air conditioner installed shall be kept from view of the street.

19. 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 20 feet to the front lot line, or further than 35 feet from the front lot line, or nearer to the rear lot line permitted by City ordinances. No dwelling shall be located nearer than 5 feet to a side lot line.

20. No trash, ashes or other refuse may be thrown or dumped on any vacant lot. Each owner of a vacant lot is required to keep said lot in presentable condition or the Architectural Control Committee may, at its discretion, mow said lot, trim and spray trees, remove trash or refuse and levy a lien on said lot for the cost involved. Refuse must be hauled away for disposal. No owner may make use of a vacant lot for dumping, burning or otherwise disposing of refuse.

21. No owner of any lot within said addition shall demand or receive electric service from overhead wire facilities so long as electric service is available from underground distribution systems. The owner of each lot shall provide the required improvements erected thereon by means of underground service conductors installed, owned and maintained in accordance with plans and specifications furnished by the electric service supplier leading from the source of supply in the utility reserve to such improvement. In addition, no above-ground tank shall be installed or placed on the property, nor shall there be any antennas, transmission towers, etc., without written consent from the Architectural Control Committee.

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

23. 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.

24. Fencing: all fencing shall be 6-foot wood, dog-eared privacy fencing constructed with the smooth side facing outward to the common areas and public streets. No fence shall be installed on the front portion of any lot between the front lot line and the front building set back line. Fences may mit be painted. However they may be stained with prior approval of the Architectural Control Committee. Any deviations to these fencing requirements must be approved by the Architectural Control Committee. On the following corner lots (Lots 1, 6-7, Block 58, and Lots 20-2 1 and 28, Block 57) the side lot fencing shall be 21 feet from the back of the curb.

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

26. 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.

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

28. All residences shall be of new construction, and no residence, part of a residence, or garage, 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.

29. All houses are to face the front of the lot, except as may be approved by the Architectural Control Committee in writing.

30. All lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the Architectural Control Committee. All garbage cans or refuse areas are to be fully screened and covered from view from the street and from adjoining lots.

31. Certain restrictions addressing fencing, garage conversions, landscaping, use of property, driveways, and signage, contained in this document do not apply to those lots on which model homes may be constructed for sales purposes. Upon termination of their use as sales models, these structures will be converted to single family use and comply with all the restrictions in this document.

32. Leasing of Units. "Leasing, leased, and lease" for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. "Owner Occupied Units" are defined for purposes of this Paragraph as Units occupies solely by the Owner, the members of the family of the Owner or other guests and invitees of the Owner who occupy without the payment of rent, as the occupant's principal residence or second home. This Paragraph expressly limits and controls Section 3.4(5) of the Declarations.

A. Leasing Restricted. Within the Properties, Units may be leased, provided the total percentage of leased Units within the Properties shall not exceed twenty percent (10%) of the total number of Units within the Properties. Upon the occurrence of a decrease below 10% of Owner Occupied Units within the Properties, Units will be permitted to be leased on a first bona fide request, first permitted basis, until the number of units which are leased reaches 10%, at which time no further Units shall be leased until the number of leased Units drops below 10%,

B. Except for the Declarant, if a single entity (the same individual, investor group, partnership, or corporation) owns more than 5% of the total Units, no Unit in excess of 5% of the total Units within the Properties which it (a) owns and occupies as their residence and (b) leases, may be leased.

C. In order to administer the above regulation, all Persons who intend to purchase a Unit within the Properties shall file a certification either (a) that the Unit will not be occupied as the purchaser's principle residence or second home, or (b) covenanting and agreeing with the Association that the purchaser will occupy the Unit as an Owner Occupied Unit until the leasing restriction under this Rule is lifted.

D. The Association will keep a record of the Owner Occupied Units and leased Units. Each lease shall be for a term of no less than 12 months and each lessee shall expressly agree to the terms of the Governing Documents.

33. 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 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 said party to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, or other evidence thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of 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 Jot 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 any first mortgage on such owner's lot.

34. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of ninety percent (90%) of the lots stating that this Declaration shall expire at the end of the then current term.

35. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) to the lots, and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots. Any amendment must be recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

36. Notwithstanding any other provisions of these restrictions, Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the property or any party thereof or any lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the property or any parts thereof or any lots thereon for federally approved mortgage financing purposed, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

37. Each owner shall register in writing his mailing address with the Association, and notice or demands intended to be served upon an owner shall be sent by certified mail, postage prepaid, address in the name of the owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Association governing these restrictions shall be sent certified mail, with postage prepaid to Seminole Pointe Property Owners Association, Inc., PO Box 7652, Edmond, OK 73083-7652.

38. If the undersigned party, or any of its 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 entity owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the party or entity violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to

recover damages or other dues for such violation, including attorneys fees in the prosecution and enforcement of said covenants.

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

40. The property contained herein will be made a part and parcel of a certain Declaration of Property Owners Association to be filed with the County Clerk of Oklahoma County, with Seminole Pointe Property Owners Association, Inc. a non-profit corporation having the right and obligation to enforce these restrictions.

Dated this 18th day of February, 2005.

Signed by Richard McKown

EXHIBIT "A"
(metes and bounds legal description purposely omitted)

**SUPPLEMENTARY DECLARATION FOR ALL OF SEMINOLE POINTE
ADDITION SECTION 13 TO OKLAHOMA CITY**

Whereas, on April 7, 1995, there was filed in the Office of County Clerk of Oklahoma County a certain Declaration of Covenants, Conditions and Restrictions of Seminole Pointe Addition Section 1 recorded in Book 6729, pages 2280-2286, Oklahoma County records, and

Whereas, on the same date above mentioned there was filed in the Office of the County Clerk of Oklahoma County, and attached to the above mentioned Declaration certain Articles of the Association recorded in Book 6729, pages 2287-2298, Oklahoma County records. Article VIII of the Articles of Association provided for the right of the original Declarant to add subsequent additions or property adjacent, near, or bordering Seminole Pointe Addition Section 1 to Oklahoma City by way of a Supplementary Declaration.

Whereas, Vero Investments, LLC, a corporation, by this document, herewith desires to include certain additional property thereto, all as hereinafter set forth.

1. That upon the execution of this document, and the filing of the same with the County Clerk of Oklahoma County, that all of Seminole Pointe Addition Section 13 to Oklahoma City, herewith made a part of the Property Owners Association relating to Seminole Pointe Addition Section 1 to Oklahoma City, Oklahoma, according to the recorded plat thereto.

2. That henceforth, all of Seminole Pointe Addition Section 13 to Oklahoma City, is herewith made a part and parcel of, and shall be entitled to all of the benefits of, and be required to comply with all terms and conditions of that certain Articles of the Association for Seminole Pointe Addition Section 1 recorded in Book 6729, pages 2287-2298, Oklahoma County records.

Dated this 18th day of February, 2005.

Signed by Richard McKown