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PROTECTIVE COVENANTS AND RESTRICTIONS

The undersigned, Richard H. Cole and Donna Cole, husband and wife, do hereby certify that we are the owners of and the only ones having any interest in the following described real property located in Logan County, Oklahoma, to-wit:

Cole Subdivision, a part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twelve (12) Township Sixteen (16) North, Range Two (2) West of the Indian Meridian.

For the purpose of providing an orderly development of said real property and for the further purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and our successors in title to said real property, we do hereby impose the following covenants and restrictions to which it shall be incumbent upon our successors to adhere:

1. No trailer, mobile home, erected house or other existing erected building or structure of any sort may be placed upon the above described real property or any part thereof except that this restriction shall not apply to newly constructed modular homes.
2. All dwellings erected or placed on said real property shall contain not less than Eleven Hundred Fifty (1,150) square feet of living area and must be of masonry, stone, or brick veneer construction on at least 60 per cent of the exterior walls.
3. All of said real property is to be used for residential purposes and no business, trade or profession is to be carried on or maintained on any part of said real property.
4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of Blocks One (1) and Three (3) of said Subdivision or on Lots Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) of Block Two (2) thereof; provided that dogs, cats or other household pets may be kept thereon if they are not kept, bred or maintained for any commercial purpose.
5. As to the remainder of said Subdivision, dogs, cats and other household pets, not bred or maintained for commercial purposes, may be kept thereon and in addition thereto there may be kept and maintained on each lot not more than Two (2) head of livestock consisting of either cattle, horses or both.
6. All buildings and other structures erected on said real property shall be at all times kept in good repair and all lots shall be kept mowed and free of trash, debris and junk cars at all times.
7. No basement, tent, shack, garage, barn or other out-building erected on any tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
8. No building or other structure shall be erected, placed or altered on any part of said real property until the building plans and specifications and plot plans showing the location of such building or other structure have been approved in writing as to conformity and harmony of external design with existing structures in the area, and as to location of the building or other structure by the majority of a committee composed of Richard H. Cole, Donna Cole and Frank W. Davis or by a representative designated by a majority of said committee. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to designate a successor.

9. There shall be only one single family dwelling per lot constructed in said subdivision unless an exception to this provision shall be granted in writing by a majority of the committee established in the last preceding paragraph.

10. All water wells, septic tanks and lateral lines placed on said property shall conform to the then existing State Health Department standards and specifications and shall be approved by the Logan County Health Department.

11. These covenants are to run with the land and shall be binding upon all persons owning or claiming any interest in said real property, or any part thereof, until January 1st 1991; at which time such covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part.

12. If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons who shall own any part of the above described real property to bring a proceeding against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages for such violation, or both, and upon successful conclusion of any such action the party or parties bringing the same shall be entitled to recover reasonable attorney fees to be fixed by the Court.

Dated this 28th day of April, 1971.

Richard H. Cole
Richard H. Cole

Donna Cole
Donna Cole

STATE OF OKLAHOMA)
COUNTY OF LOGAN) SS:

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Richard H. Cole and Donna Cole, husband and wife, to me known to be the identical persons who executed the above and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Dated this 28th day of April, 1971.

Merriue Vance
Notary Public

My Commission Expires: 1/12/75

State of Okla., Logan County, SS.
This instrument was filed for record on

APR 28 1971

9:55 a.m.
at _____ and duly recorded
in Book _____ Page _____ Fee \$ _____
John E. Andrews, County Clerk
By _____ Deputy

ROAD MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the owners of all lots in that certain tract of land described as follows, to-wit:

COLE SUBDIVISION, being a part of the Southeast Quarter (SE/4) of Section Twelve (12), Township Sixteen (16) North, Range Two (2) West of the I.M., according to the plat recorded in Book 4 Plats, at Page 51, Logan County, Oklahoma,

hereinafter referred to as "Addition", and

WHEREAS, the plat of said Addition shows roads or streets intended for ingress and egress to the lots in Addition dedicated to the public and Logan County is not responsible for maintenance of said roads or streets; the undersigned desire to establish a method for the perpetual repair and maintenance of said roads so that they may be conveniently utilized by members and their licensees, invitees and guests.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the undersigned do hereby create the Cole Subdivision Property Owners Association and declare that all of the properties in Addition shall be subject to the provisions hereof and do hereby covenant, promise and agree as follows, to-wit:

Section 1.01: DEFINITIONS: The following words, when used herein, shall have the following meanings:

(A) "Association" shall mean and refer to the Cole Subdivision Property Owners Association, its successors and assigns hereby created.

(B) "Properties" shall mean and refer to all property in Addition.

(C) "Roads" shall mean and refer to the common streets or roads as shown on the filed plat of Addition.

(D) "Lot" shall mean and refer to any plat of land shown upon filed plat of Addition.

(E) "Member" shall mean and refer to every person or entity who holds membership in Association.

(F) "Person" shall mean and refer to any individual, corporation, partnership, association, trust or other legal entity or any combination thereof who own properties, but excluding those having any interest merely as security for the performance of any obligation.

Section 2.01: MAINTENANCE: Perpetual maintenance of roads is deemed necessary to enhance and protect the value, desirability and attractiveness of property and the Association created hereby shall specifically provide for the care, upkeep, maintenance and continued improvement of said roads, and shall maintain same as all-weather surfaces providing for total ingress and egress at all times.

Section 3.01: MEMBERSHIP AND VOTING RIGHTS: Every person who is the record owner of a fee or undivided interest in any lot shall be a member of Association, and the owner or owners of each lot shall collectively have one vote for each such lot. Each owner, regardless of the number of lots owned, shall be entitled to only one vote at any meeting of the Association.

Section 4.01: ASSESSMENTS: Each person by acceptance of a deed to lot, whether or not it shall be so expressed in said deed, is deemed to covenant and agree to pay the Association the annual assessment or special assessment. Each assessment shall be a personal obligation of the person at the time of such assessment and shall not be a lien or charge upon properties. The personal obligation for delinquent assessments shall not pass to successors in title, unless expressly assumed by such successor.

4.02: Assessments levied by Association shall be used exclusively for improvement and maintenance of roads.

4.03: There shall be an assessment as of January 1 of each year hereafter upon each improved lot in the amount of \$50.00 per year and an assessment for each unimproved lot of \$20.00 per year. The annual assessment may be increased or decreased from time to time, provided that such change shall have the approval of three-fourths (3/4ths) of the members at a meeting of Association duly called for such changed assessment.

4.04: In addition to the annual assessment, the members of Association may provide, by special assessment in any calendar year, for the purposes of defraying the cost of construction, repair or replacement of road, provided that such special assessment shall have the approval of three-fourths (3/4ths) of the members at a meeting of Association duly called for such special assessment.

Section 5.01: REGULAR MEETING: Regular meetings of the Association shall be held annually on the second Tuesday of September of each year for the purposes of electing officers and transacting such other business as may come before the meeting.

5.02: Notice of regular meeting shall state the time and place of the meeting and that the purpose thereof is the election of officers and the detailed nature of transacting the other business as may come before the meeting; a copy thereof shall be mailed to each member with postage pre-paid at least ten (10) days prior to the time of holding such meeting.

Section 6.01: SPECIAL MEETINGS: Special meetings of the Association may be called by the President of the Association when deemed necessary, or when requested to do so in writing by at least fifty (50%) percent of the members.

6.02: Notice of any special meeting shall state the time and place of the meeting and the detailed nature of the transaction of business at the meeting; a copy thereof shall be mailed to each member with postage pre-paid at least twenty (20) days prior to the time of holding such meeting.

Section 7.01: QUORUM: No meeting of the Association, regular or otherwise, shall be competent to transact business unless one-half (1/2) of all the members are present, in person or by proxy. No person shall be entitled to vote at any meeting of Association if said person shall be in default for non-payment of assessment levied under this Agreement. Members having the right to vote shall be entitled to vote in person or by proxy appointed by instrument in writing signed by such member and bearing a date not more than three (3) months prior to any such meeting.

Section 8.01: OFFICERS: The officers of the Association shall consist of President, Vice President, and Secretary/Treasurer. The officers shall have the general and active management of the affairs of the Association. The term of office for the officers shall begin with their election and new officers shall be elected annually at the regular meeting of Association. Officers shall serve without compensation, but shall be reimbursed for any reasonable expenses incurred while performing their duties.

(A) The President shall be the chief executive officer of the Association and preside at all meetings; shall be responsible for enlisting membership of any and all new property owners; and sign all contracts or instruments on behalf of Association.

(B) The Vice President shall perform the duties of President in the absence of the President and shall assist in all duties of the Association.

(C) The Secretary shall keep records of the proceedings of Association, including the members thereof; keep a proper membership book showing the name and address of each member, the effective date of membership and the number of votes for each member, and the voting rights of each such member; and shall be responsible for the mailing of all notices of meetings.

(D) The Treasurer shall receive and deposit all funds of the Association and account for all receipts, disbursements and shall submit a report of the financial affairs of the Association at each meeting.

Section 9.01: RECORDS: The members of the Association shall have access to the books and records of the Association at any time upon reasonable request.

Section 10.01: COVENANT: These covenants and the obligations hereby created shall run with the land and shall be binding upon all of the parties and persons claiming ownership in Addition, their heirs, successors and assigns.

Section 11.01: MODIFICATION: This Agreement may be modified or amended only upon the vote of three-fourths (3/4ths) of the membership of the Association. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned have set their hand this _____ day

PART OF SE 64 OF SECTION 12 T 18 N R 2 W 1 E M.
LOGAN COUNTY OKLAHOMA

OWNER'S CERTIFICATE AND DEDICATION

[illegible]

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1922

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }
SS: }
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at the City of Los Angeles, California, this 11th day of May, 1964.

The subject, having a serious mental illness, was hospitalized in 1971. Subsequent to 1971, subject was hospitalized and stayed in the hospital and was not allowed to go out. The subject was hospitalized in 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 26

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17. Category 1, 1990-1994

COUNTY TREASURER'S CERTIFICATE

[illegible]

IN ORDER TO MAINTAIN THE HIGHLY TRAINED AND QUALIFIED
STAFF OF THE BUREAU OF THE ARMY, THE FOLLOWING INFORMATION IS
BEING FURNISHED TO YOU FOR YOUR INFORMATION AND USE.

—

EMPLOYERS CERTIFICATE:

1. _____ The information on the above entry has been furnished by _____

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Date: Jan 28 1971
 at 10:00 AM
 Page 1 of 100

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-21-2001 BY 60322 UCBAW

