# PROPERTY 7



#### COMMITMENT FOR TITLE INSURANCE

#### Issued By

### FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: American Abstract Company of McClain County, Inc.

Issuing Office: 138 W. Main St, Purcell, OK 73080

Issuing Office's ALTA® Registry ID: 0002360

Loan ID No.:

Commitment No.: 20241521-1 Issuing Office File No.: 20241521

Property Address: 614 E 24th Pl, Edmond, OK 73013

#### **SCHEDULE A**

1. Commitment Date: December 16, 2024 at 07:30 AM

2. Policy to be issued:

a. ALTA Owners Policy (07/01/2021)

Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement

Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple

b. ALTA Loan Policy (7/1/2021)

Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed

Insured identified at item 2a above, its successors and/or assigns as their respective

interests may appear.

Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Steve Bridewell, Trustee of the Steve Bridewell Revocable Trust, by a Quit Claim Deed recorded May 20, 2022 in Book 15162, page 731 and a Memorandum of Trust recorded May 20, 2022 in Book 15162, page 733.

5. The Land is described as follows:

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#### **SCHEDULE A**

(Continued)

Lot Eleven (11), in Block Three (3), of PARKER ESTATES, an Addition to the City of Edmond, Oklahoma County, Oklahoma, according to the recorded plat thereof.

Fidelity National Title Insurance Company

By: Nother J. Nolan
President

ATTEST: Mayoru Hemogua

Marjorie Nemzura

Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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#### COMMITMENT FOR TITLE INSURANCE

#### Issued By

### FIDELITY NATIONAL TITLE INSURANCE COMPANY

#### SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Joint Tenancy Deed from Steve Bridewell Revocable Trust to Purchaser with contractual obligations under a Real Estate agreement.
  - b. Mortgage from Purchaser with contractual obligations under a Real Estate agreement to Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, securing the principal amount of \$0.00.
- 5. Execute, deliver and record an affidavit that complies with 60 Okla. Stat. § 121.
- 6. In the event the proposed insured requires deletion of the general survey exception set forth in paragraph 5 of Schedule B Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2021) [the "Survey Standards"], including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 18, as set forth in Table A of the Survey Standards.

**Note:** Certain conditions or requirements of other parties to the transaction may require other Items in Table A of the Survey Standards be included in the survey.

- 7. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.
- 8. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.

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### SCHEDULE B, PART I

(Continued)

- 9. Obtain a Final Report for issuance of title policy.
- 10. Obtain a Uniform Commercial Code search as to current owner in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
- 11. Obtain a court search as to Purchaser in County of property location, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
- 12. Record properly executed Release of Mortgage:

Mortgagor: Stephen C. Bridewll

Mortgagee: Oklahoma Federal Credit Union

Amount: 60,282.80 Dated: 6/29/06 Filed: 7/20/06

Recorded: Book 10182 Page 1836

13. Pay ad valorem taxes for 2024.

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#### COMMITMENT FOR TITLE INSURANCE

#### Issued By

#### FIDELITY NATIONAL TITLE INSURANCE COMPANY

# SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- 2. Taxes for the year 2025 and all subsequent years not yet due and payable.
- 3. Taxes or special assessments which are not shown as existing liens by the public records.
- 4. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
- 5. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.
- 6. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
- 7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- 8. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
- 9. Rights or claim of parties in possession not shown by the public records.
- 10. Easements or claims of easements not shown by the public records.
- 11. Statutory Easements on Section Lines.
- 12. Water rights, claims or title to water, whether or not shown by the public records.

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#### **SCHEDULE B-II**

(Continued)

- Arising from the propsed insured's failure to comply with Oklahoma laws concerning an alien's ownership 13. of the Land, including without limitation the Oklahoma Constitution, Art. XXII, Section 1, and 60 Okla. Stat. §§ 121-123.
- All items affecting subject Lot as shown on the recorded plat of Parker Estates recorded November 20, 14. 1964 in Book 40, page 66 are made a part hereof.
- 15. Ordinance NO. 353 recorded June 22, 1959 in Book 2379, page 366.
- 16. Restrictive covenants, conditions, restrictions and easements recorded November 20, 1964 in Book 3130, page 96, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42 Section 3604(c), of the United States Codes.

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MG

PLAT PARKER ESTATES A Subdivision in the  $NE_4^1$  of the  $SW_4^1$ , Section 1, Twp. 13N, Range 3W of the I. M.

EDMOND, OKLAHOMA This instrument was filed for record November 20, 1964, at 1:30 P. M. and recorded in book 40, page 66, records of Oklahoma County, Oklahoma.

# OWNER'S CERTIFICATE & DEDICATION

# KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, RAINBOW LAND CO., INC., an Oklahoma Corporation, hereby certifies that it is the owner of the legal title and the only persons, firm or corporation having any legal right, title or interest in and to the land shown on the annexed map or plat and does further certify:

That as the owner of the legal title to said land, which is shown and described on the annexed map or plat of "PARKER ESTATES", an Addition to Edmond, Oklahoma, hereby dedicates the streets and easements as shown on said plat to the use of the public as public streets and utility easements and for its successors and assigns guarantees a clear title to said land and has caused the same to be released of all encumbrances so that title is clear except as shown in Bonded Abstracter's Certificate.

The restrictive covenants and limitations for the development of this addition are set out on typewritten sheets of paper and will subsequently be filed separately.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 7th day of October, 1964.

(CORPORATE SEAL)

RAINBOW LAND CO., INC., an Oklahoma Corporation,

ATTEST: JERRY B. INGRAM, Secretary.

BUFORD INGRAM.

President.

BY:

-continued-

ENTRY 124 NUMBER

SOUTHWEST TITLE & TRUST CO., INC. BONDED ABSTRACTERS-Pho. CE 6-2861

OWNER'S CERTIFICATE & DEDICATION CONT'D #2 40/66

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

Before me the undersigned, a Notary Public in and for said County and State, on this 7th day of October, 1964, personally appeared BUFORD INGRAM to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

(NOTARIAL SEAL)

VELMA DURHAM, Notary Public.

My Commission Expires: Nov. 3, 1964.

# BONDED ABSTRACTER'S CERTIFICATE

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

The undersigned, duly qualified abstracter in and for said County and State, hereby certifies that according to the records of said County Clerk, title to the land shown on the annexed map or plat of "PARKER ESTATES", an Addition to Edmond, Oklahoma, appears to be vested in RAINBOW LAND CO., INC., on the 7th day of October, 1964, unencumbered by pending actions, judgments, liens, mortgages, taxes or other encumbrances except mineral conveyances or reservations, rights-of-way and easements of record.

Executed this 7th day of October, 1964.

(CORPORATE SEAL)

AMERICAN-FIRST TITLE & TRUST COMPANY, a corporation,

ATTEST: DONALD L. DEAL,

Asst. Secretary.

BY: NATHAN JARNIGAN, JR., Vice President.

-continued-

ENTRY 125 NUMBER

SOUTHWEST TITLE & TRUST CO., INC. BONDED ABSTRACTERS—Pho. CE 6-2861

#### ENGINEER'S CERTIFICATE

40/66

I, ROSS PHILLIPS, a Licensed Professional Engineer, hereby certify that the annexed map or plat of "PARKER ESTATES" an Addition to Edmond, Oklahoma, correctly represents an accurate survey thereof made under my supervision and that the monuments shown thereon actually exist and their respective positions are correctly shown.

(OFFICIAL SEAL)

ROSS PHILLIPS, Professional Engineer.

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 20th day of December, 1963, personally appeared ROSS PHILLIPS, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

(NOTARIAL SEAL)

ANNA BELLE TURNER, Notary Public.

My Commission Expires August 21, 1966

# CITY PLANNING COMMISSION APPROVAL

I, E. C. HALL, Chairman of the City Planning Commission of the City of Edmond, Oklahoma do hereby certify that the said Planning Commission duly approved the annexed map or plat of "PARKER ESTATES" an Addition to the City of Edmond, Oklahoma, at a meeting on the 19th day of Feb., 1964.

E. C. HALL, Chairman.

# CITY CLERK'S CERTIFICATE

I, W. B. BRYAN, City Clerk of the City of Edmond, Oklahoma, do hereby certify that I have examined the records of the said City of Edmond, Oklahoma, and find all deferred payments or unmatured installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land shown on the annexed map or plat of "PARKER ESTATES" an Addition to the City of Edmond, Oklahoma, on this 19th day of Feb., 1964.

(OFFICIAL SEAL)

W. B. BRYAN, City Clerk.

-continued-

ENTRY 126 NUMBER

SOUTHWEST TITLE & TRUST CO., INC. BONDED ABSTRACTERS—Pho. CE 6-2861

# ACCEPTANCE OF DEDICATION BY CITY COUNCIL

40/66

BE IT RESOLVED by the Council of the City of Edmond, Oklahoma, that the dedication shown on the annexed map or plat of "PARKER ESTATES" an Addition to Edmond is hereby accepted.

Adopted by the Council of the City of Edmond, Oklahoma, this 19th day of Feb., 1964.

Approved by the Mayor of the City of Edmond, Oklahoma, this 19th day of Feb., 1964.

(OFFICIAL SEAL)

W. CUSTER SERVICE, Mayor.

ATTEST: W. B. BRYAN, City Clerk.

#### COUNTY TREASURER'S CERTIFICATE

I, ALBERT DYER, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Oklahoma County, State of Oklahoma, that the tax records of said County show that all taxes are paid for the year 1963 and prior years on the land shown on the annexed map or plat of "PARKER ESTATES" an Addition to the City of Edmond, Oklahoma; that the required statutory security has been deposited in the office of the County Treasurer guaranteeing payment of the current years taxes.

IN WITNESS WHEREOF said County Treasurer has caused this instrument to be executed at Oklahoma City, Oklahoma, this 7th day of October, 1964.

ALBERT DYER, County Treasurer.

(OFFICIAL SEAL)

BY: J. W. BLACKWELL, Chief Deputy.

# A Subdivision in the NE 14 of the SW14, Section 1, Twp. 13 N. Range 3 H' of the 1.M.

PAGE 1265

800K 40 PAGE 66

EDMOND, OKLAHOMA

20 1 9 18 17 10 124 11 642 56.14 Nes. 23.63.8 453.42 27 TH Scale: 1'=100' § SE\*\*### 27™ EDGEWOOD SE MAIN THE ME 8 28 TM 65.0 29TH ... NSS 45 02"2 622.3 PRAISE. MEADOWS ADDN! 3

#15

#### ORDINANCE NO. 353

This instrument was filed for record June 22, 1959 at 4:52 P.M. and Recorded in Book 2379, Page 366, records of Oklahoma County, Oklahoma.

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF EDMOND AND DESIGNATING THE AREAS OR TRACTS INCLUDED IN SUCH EXTENSION AND ANNEXATION: REPEALING ALL ORDINANCE OR PARTS OF ORDINANCES IN CONFLICT HEREWITH: PROVIDING THAT IF ANY PART OR PARTS HEREOF BE HELD INVALID OR INEFFECTIVE, THE REMAINING PORTIONS SHALL NOT BE AFFECTED; AND DECLARING AN EMERGENCY; AND DISPENSING WITH PUBLICATION.

BE IT ORDAINED BY THE MAYOR AND THE COUNCIL OF THE CITY OF EDMOND, OKLAHOMA.

SECTION 1: It is the judgment of the Mayor and Council of the City of Edmond, Oklahoma, that it will redound to the benefit of the City of Edmond, Oklahoma, to annex and take the property hereinafter described within the limits of the City of Edmond, Oklahoma.

SECTION 2: That a petition in writing signed by not less than three-fourths of the legal voters and by the owners of not less than three-fourths (in value) of the property hereinafter described, which property is contiguous to the limits of the City of Edmond, has been presented to the Mayor and Council requesting that said lands hereinafter described be annexed to the City of Edmond.

SECTION 3: The following described real estate situated in Oklahoma County, State of Oklahoma, to-wit:

SW4 of Section 1, Township 13 North, Range 3 West of the I.M.,

(TOGETHER WITH OTHER PROPERTY NOT HEREIN SHOWN).

is hereby added to, annexed and included within the limits of the City of Edmond, Oklahoma, for any and all municipal purposes and the corporate limits of the said City are hereby extended and enlarged so as to completely enclose said tract of land.

SECTION 4: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: If any section of this ordinance is, for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 6: It being immediately necessary for the preservation of the public health, safety, peace and welfare of the citizens of Edmond that the provisions of this Ordinance be put in full force and effect, an emergency is hereby declared to exist by reason whereof CONT'D

ENTRY 117 NUMBER

SOUTHWEST TITLE & TRUST CO., INC. BONDED ABSTRACTERS—Pho. CE 6-2861

ORDINANCE CONT'D #2

2379/366

this Ordinance be put in full force and take effect from and after its passage as provided by law.

SECTION 7: It is the judgment of the Mayor and Council that the public necessity requires that this Ordinance immediately be put into full force and effect and that publication of this Ordinance should be dispensed with and that this Ordinance shall become effective upon being signed by the Mayor and attested to by the City Clerk:

PASSED BY THE COUNCIL THIS 20th DAY OF JUNE, 1959.

APPROVED BY THE MAYOR OF THE CITY OF EDMOND THIS 20th DAY OF JUNE, 1959.

(OFFICIAL SEAL)

N. CUSTER SERVICE,

Mayor.

ATTEST: MILDRED QUARTERMAN,

CITY CLERK.

#16

# OWNER'S CERTIFICATE, DEDICATION, AND PROTECTIVE COVENANTS OF PARKER ESTATES, AN ADDITION TO EDMOND, OKLAHOMA

This instrument was filed for record November 20, 1964, at 1:39 P.M., and recorded in Book 3130, Page 96, records of Oklahoma County, Oklahoma.

STATE OF OKLAHOMA )

COUNTY OF OKLAHOMA )

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, RAINBOW LAND CO., INC. OF OKLAHOMA CITY, OKLAHOMA, a Oklahoma Corporation, organized and existing under and by virtue of the Laws of the State of Oklahoma, does hereby certify that it is the owner of and the only corporation or corporations, person or persons, partnership or partnerships, having any right, title or interest in and to the land described as follows, to-wit:

The East Thirty-five (35) Acres of the North Half ( $N\frac{1}{2}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) of Section One (1), Township Thirteen (13) North, Range Three (3) West of the I.M.

RAINBOW LAND CO., INC. further certifies that it has caused said tract of land 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 easements for utilities. It hereby designates said tract of land as PARKER ESTATES and hereby dedicates to public use all the streets and avenues within the subdivision. The areas indicated on said plat as Utility Easements are hereby reserved for the purpose of locating, constructing, erecting, maintaining, conducting or performing any public or quasi-public utility or utility function or service, above or beneath the surface of the ground, with right of ingress and egress at any time for the purpose of installation, repair, maintenance, operation, and removal of such public or quasi-public utility. All lands so dedicated to public use are free and clear of all encumbrance except none.

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 ourselves and our successors in title to the subdivision of said tract, we hereby impose the following restrictions and reservations to which it shall be incumbent upon our successors to adhere, and any person or persons, corporation or

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corporations, partnership or partnerships hereafter becoming the owner or owners, either directly or through any subsequent transfers or in any manner whatsoever of any lots included in PARKER ESTATES, shall take, hold, and convey same, subject to the following restrictions and reservations, to-wit:

1. No building shall be erected, placed, or altered on any lot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision; and as to location of the building with respect to topography and finished grade elevations and to property and building set-back lines by a committee composed of A. E. NOTT, CALVIN PARKER and J. D. ROBINSON, or their authorized representatives, designated by a majority of the members of said committee. In the event of death, resignation, or unavailability on account of moving out of Oklahoma County, of any member or members of said committee, the remaining member, or members, shall have full authority to designate a successor.

If the aforesaid committee or their authorized representatives fail to approve or disapprove such design or location within thirty (30) days after plans have been submitted to it, or if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval will not be required, and this covenant shall be deemed to have been fully complied with and no suit may be thereafter maintained to enforce the same. The aforesaid committee or their authorized representatives shall act and serve until January 1, 1994, at which time the record owners of a majority of the lots in PARKER ESTATES may designate in writing, duly recorded among the land records, their authorized representatives who thereafter shall have all of the powers, subject to the same limitations, as were previously delegated herein to the above named committee. Neither the members of such committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

- 2. All lots within the subdivision shall be known and designated as residential building plots.
- 3. No dwelling shall be erected or placed on any residential building plot, which plot has an area of less than 6,000 square feet, or a width of less than 65 feet at the front minimum set-back line.
- 4. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one single-family detached residence, not to exceed one and one-half stories in height, and Cont'd.

ENTRY NUMBER 130

SOUTHWEST TITLE & TRUST CO., INC. BONDED ABSTRACTERS—Pho. CE 6.2861

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a private garage for not more than 2 cars, and other outbuildings incidental to residential use of the plot.

- 5. No dwelling shall be permitted on any residential building plot in PARKER ESTATES, the ground floor of which main residential structure, exclusive of open porches, breezeways, and garage, is less than 1,000 square feet in the case of a one-story structure, or less than 800 square feet in the case of a one-half story or two story structure.
- 6. No main residential building shall ever be erected, placed, or constructed on any residential building plot in this addition unless at least 75 percent of the exterior walls thereof be of brick, brick-veneer, stone, stone-veneer; provided, however, that all windows, or doors, located in said exterior walls shall be excluded in the determination of the area of one-hundred percent of said exterior walls, and further provided that where a gable-type roof is constructed and part of the exterior wall is extended above the interior room ceiling line due to the construction of such gable-type roof, then that portion of such wall extending above the interior room ceiling height may be constructed of wood material and also likewise excluded from the square foot area in determining what constitutes one-hundred percent of the exterior walls of said main residential building.
- 7. No building, or any part thereof, shall be located nearer to the front lot line nor nearer to the side lot line than the building set-back lines shown on the recorded plat of PARKER ESTATES.

In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, or farther than 25 feet from the front lot line, or nearer than 25 feet to the rear lot line; and no building shall be located on any residential building plot nearer than 15 feet to any side street line, or nearer than 5 feet to any interior lot line.

The sum of the sideyards on any residential building plot shall be a minimum of 13 feet, and in no instance shall the distance between buildings be less than 13 feet.

No detached garage or other outbuildings shall be permitted in the easements reserved for utilities.

For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

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If one structure is placed on two lots, then only the distance from the outside boundary lines apply.

8. No fence, car port, or enclosure of any type or nature whatsoever shall ever be constructed, erected, placed, or maintained forward of the front building limit or set-back line on each lot, as same is shown on the recorded plat thereof; provided, however, that it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape front yards.

Moreover, no automobile, truck, trailer, tent, or temporary structure of any nature whatsoever shall ever be temporarily or permanently parked, located, or otherwise maintained forward of the front building limit or set-back line on each lot as same is shown on the recorded plat of PARKER ESTATES; provided, however, that it is not the intention of this paragraph to exclude the temporary parking of passenger automobiles on any portion of the garage driveway that is located in front of such front building limit or set-back line on each lot.

- 9. No trailer, basement, tent, shack, garage, barn, or other outbuilding, or structure of a temporary character, shall be used on any lot at any time as a residence, either temporarily or permanently.
- 10. No existing erected building or structure of any sort may be moved onto and/or placed on any of the residential building plots in PARKER ESTATES, it being the intention of this covenant to definitely prohibit the moving onto and/or placing of existing residential structures on any of the lots in said PARKER ESTATES.
- 11. No noxious or offensive trade or activity shall be carried on upon any lot in PARKER ESTATES, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 12. No professional office, church, business, trade, or commercial activities of any sort may ever be conducted on any residential building plot in PARKER ESTATES.
- 13. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- 14. EASEMENT RESERVED: The RAINBOW LAND CO., INC. reserves the right to locate, construct, erect, and maintain, or cause to be located, constructed, erected, and maintained in and on the areas indicated on the

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plat as easements, sewer, or other pipe lines, conduits, poles and wires, and any other method of conducting or performing any public or quasipublic utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance; that where easements are provided along the rear of the lot, or lots, then in that event all sewer and other pipe lines, conduits, poles and wires belonging to any public or quasi-public utility or function shall be placed on said easements, except that such sewer, pipe lines, conduits, poles and wires may be installed under the streets, throughout the addition, where necessary to carry same across the street.

- 15. The foregoing covenants and restrictions are to run with the land and shall be binding on all persons and parties claiming under them until January 1, 1994, at which time the said covenants shall be automatically extended for successive periods of 10 years, unless, by a majority vote of the then lot-owners, it is agreed to change or abrogate said covenants in part or in whole.
- Should the owner and/or tenants of any lot or lots in PARKER ESTATES violate any of the restrictive covenants and/or conditions herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein, after reasonable notice, then in such event any owner or owners of any lot in PARKER ESTATES may institute legal proceedings to enjoin, abate, and/or correct such violation of such restrictions or violations, and the owner of the lot or lots permitting the violation of such restrictions and/or conditions shall pay all attorney fees, court costs, and other expenses necessarily incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, said attorney fees, court cost, and other expenses allowed and assessed by the court, for the aforesaid violation or violations, shall become a lien upon the lands as of the date legal proceedings were originally instituted; and said lien shall be subject to foreclosure in such action so brought to enforce such restrictions in the same manner as liens upon real estate, the procedure as to which is fixed by statute. Legal proceedings instituted under this paragraph shall be junior and inferior to the rights of any mortgagee under any valid mortgage recorded prior to such violation.
- 17. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

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IN WITNESS WHEREOF RAINBOW LAND CO., INC. a corporation, has caused this instrument to be executed by its President and attested by its Secretary at Edmond, Oklahoma, and its corporate seal affixed on this 30th day of October, 1964.

(CORPORATE SEAL)

RAINBOW LAND CO., INC.

ATTEST: JERRY B. INGRAM,

Secretary.

BY: BUFORD INGRAM,

President.

On this 30th day of October, 1964, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared BUFORD INGRAM, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(NOTARIAL SEAL)

SYLVIA M. PITTMAN, Notary Public.

My Commission expires: July 30, 1966.