

PEBBLE CREEK SECOND ADDITION
An Addition to the City of Edmond, Oklahoma County, Oklahoma.

KNOW ALL MEN BY THESE PRESENTS:

Simon & Gebron Enterprises, Inc., an Oklahoma Corporation, hereby certifies that it is the owner of and the only corporation or corporations, partnership or partnerships, person or persons having any right, title or interest in and to all of the land embraced and included in the above described property now platted into lots, blocks, streets and easements as shown on the plat of PEBBLE CREEK SECOND ADDITION, recorded in Book 50 of plats at Page 20 of the records of Oklahoma County, Oklahoma.

We further certify that we have caused said tract of land to be surveyed into blocks, lots, streets and avenues, and have caused a plat to be made of said tract, showing accurate dimensions of lots, set-back lines, right-of-way, widths of streets and easements for utilities and storm drainage. We hereby dedicate to public use all streets and avenues within the subdivision and reserve for installation and maintenance of utilities the easements as shown on the recorded plat. All lands so dedicated to public use are free and clear of all encumbrance.

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 ourselves or 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.

1. All lots within the subdivision shall be known and designated as residential building plots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height and a garage for not more than three (3) private automobiles and other outbuildings incidental to residential use of the plot.

2. No building shall be erected, placed or altered on any lot located in the above described addition until after 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 said subdivision, and as to location of the building with respect to topography and finished ground elevation, and with respect to side lot and front building set-back lines, by Richard R. Simon, Laxman P. Godhania and Richard V. Simon or their duly authorized representatives or successors. In the case of death or resignation of any member, the Owner shall have the authority to appoint a successor to fill any vacancy or vacancies created by the death or resignation of any member, and said newly appointed member or members, shall have the same authority hereunder as their predecessors to approve or disapprove such design or location as above set forth. If the aforesaid committee, their authorized representatives or successors, fails to approve or disapprove such design and location within fifteen (15) days after building plans, building specifications, and plot plan have been submitted to them, or in any event, if no suit to enjoin the erection of such building, or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with. Said committee, their authorized representatives or successors, shall act and serve until December 31, 2000 at which time the then record owners of two-thirds of the lots in Pebble Creek 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 hereto to the above named committee.

3. The exterior walls, excluding doors and windows, of all single-family residences constructed on any lot or plot in said addition shall be at least forty percent (40%) brick, brick veneer, stone or stone veneer construction. Where a gable-type roof is constructed, the area of the gables extending above the interior room ceiling height may be excluded from the square feet area in determining the footage of the exterior walls of said main residential building.

4. 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 plat or minimum required by the City of Edmond. In any event, no building shall be located on any residential plot nearer than twenty-five (25) feet to the front lot line, or further than fifty (50) feet from the front lot line, or nearer than twenty (20) feet or twenty percent (20%) of the

lot depth, whichever is the lesser, to the rear lot line. In no event shall the distance between buildings be less than ten (10) feet. No dwelling shall be located nearer than five (5) feet to a side lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The finished floor elevations shall be as per recorded plat where applicable.

5. No dwelling shall be erected or placed on any building lot which has an area of less than six thousand eight hundred (6,800) square feet; nor shall any dwelling be erected or placed on any lot having a width of less than forty-eight (48) feet at the front minimum building setback line.

6. The ground floor of the main structure, exclusive of open porches and garages, shall be not less than 1,350 square feet, measured over exterior masonry walls.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and designated as Drainage and Utility Easements. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The easement for Phillips Petroleum Company as shown on plat, no fence construction on the easement.

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

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

10. Moreover, no automobile, truck, trailer, tent or temporary structure of any nature whatsoever shall ever be temporarily or permanently parked, located, or otherwise maintained on any plot; it is further restricted that no automobile or other vehicle may be repaired on any lot unless such repair is done in an area totally concealed from any street or streets; 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 setback.

11. Notwithstanding the restrictions imposed by Paragraph 11, but subject to those imposed by Paragraph 13 herein, boats, trailers or other vehicles which are not normally used as everyday transportation may be kept on the premises provided that they are totally concealed from the streets and are not visible from neighboring property. Under no conditions may a trailer of any type be occupied, temporarily or permanently, at a residence except during the construction period and then only by a workman or watchman.

12. No overnight parking of vehicles larger than one-half ton is allowed on or near any lot.

13. No fences shall be installed on the front portion of any lot in this subdivision between the front lot line and front building setback line. All fences shall be set back at least two (2) feet from the front of any building structure upon which the fences may abut.

14. No animals, livestock, 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.

15. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent. Signs used by a builder to advertise the property during the construction and sales period shall be permitted and such signs shall not be subject to any size limitations.

16. 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 such lot in presentable condition or the other lot owners may, at their discretion, mow such lot, trim trees, remove trash or refuse, and levy a lien on said lot for the cost involved.

17. No lot owner shall demand or require the furnishing of electric service through or from overhead wire facilities so long as electric service is available from an underground primary and secondary distribution system; nor shall service other than 120/240 volt, single-phase service be demanded.

18. It shall be the responsibility of each lot owner, before a residence is occupied, to construct a sidewalk between those points where the side property lines extended would intersect the curb. In the case of corner lots, it shall be the responsibility of each lot owner to construct the sidewalks in front and on the sides of the lot. The sidewalks shall be constructed adjacent to the curb in conjunction with the driveway(s) and in accordance with the current City of Edmond design standards as prepared by the Department of Public Works, Engineering Division. Current standards are shown on Drawing No. 5-300 dated August 25, 1971.

19. No leaching cesspool or septic tank shall be constructed and/or used on the above described lots.

20. No existing erected building or structure of any sort may be moved onto and/or placed on any of the residential building plots in this addition, 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.

21. After initial possession by owner/occupant no building material of any kind or character or construction equipment can be stored on any lot unless totally concealed from any street or streets.

22. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the first day of June, 1992, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

23. If the parties hereto, or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

24. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 18th day of July, 1983.

Signed by Richard R. Simon, President of Simon Gebron Enterprises, Inc. Notarized by (unreadable).

PEBBLE CREEK THIRD ADDITION
An Addition to the City of Edmond, Oklahoma County, Oklahoma.

KNOW ALL MEN BY THESE PRESENTS:

Simon & Gebron Enterprises, Inc., an Oklahoma Corporation, hereby certifies that it is the owner of and the only corporation or corporations, partnership or partnerships, person or persons having any right, title or interest in and to all of the land embraced and included in the above described property now platted into lots, blocks, streets and easements as shown on the plat of PEBBLE CREEK THIRD ADDITION, recorded in Book ___ of plats at Page ___ of the records of Oklahoma County, Oklahoma.

We further certify that we have caused said tract of land to be surveyed into blocks, lots, streets and avenues, and have caused a plat to be made of said tract, showing accurate dimensions of lots, set-back lines, right-of-way, widths of streets and easements for utilities and storm drainage. We hereby dedicate to public use all streets and avenues within the subdivision and reserve for installation and maintenance of utilities the easements as shown on the recorded plat. All lands so dedicated to public use are free and clear of all encumbrance.

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 ourselves or 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.

1. All lots within the subdivision shall be known and designated as residential building plots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height and a garage for not more than three (3) private automobiles and other outbuildings incidental to residential use of the plot.

2. No building shall be erected, placed or altered on any lot located in the above described addition until after 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 said subdivision, and as to location of the building with respect to topography and finished ground elevation, and with respect to side lot and front building set-back lines, by Richard R. Simon, Laxman P. Godhania and Richard V. Simon or their duly authorized representatives or successors. In the case of death or resignation of any member, the Owner shall have the authority to appoint a successor to fill any vacancy or vacancies created by the death or resignation of any member, and said newly appointed member or members, shall have the same authority hereunder as their predecessors to approve or disapprove such design or location as above set forth. If the aforesaid committee, their authorized representatives or successors, fails to approve or disapprove such design and location within fifteen (15) days after building plans, building specifications, and plot plan have been submitted to them, or in any event, if no suit to enjoin the erection of such building, or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with. Said committee, their authorized representatives or successors, shall act and serve until December 31, 2000 at which time the then record owners of two-thirds of the lots in Pebble Creek 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 hereto to the above named committee.

3. The exterior walls, excluding doors and windows, of all single-family residences constructed on any lot or plot in said addition shall be at least forty percent (40%) brick, brick veneer, stone or stone veneer construction. Where a gable-type roof is constructed, the area of the gables extending above the interior room ceiling height may be excluded from the square feet area in determining the footage of the exterior walls of said main residential building.

4. 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 plat or minimum required by the City of Edmond. In any event, no building shall be located on any residential plot nearer than twenty-five (25) feet to the front lot line, or further than fifty (50) feet from the front lot line, or nearer than twenty (20) feet or twenty percent (20%) of the

lot depth, whichever is the lesser, to the rear lot line. In no event shall the distance between buildings be less than ten (10) feet. No dwelling shall be located nearer than five (5) feet to a side lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The finished floor elevations shall be as per recorded plat where applicable.

5. No dwelling shall be erected or placed on any building lot which has an area of less than five thousand five hundred (5,500) square feet; nor shall any dwelling be erected or placed on any lot having a width of less than twenty-five (25) feet at the front minimum building setback line.

6. The ground floor of the main structure, exclusive of open porches and garages, shall be not less than 1,100 square feet, measured over exterior masonry walls.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and designated as Drainage and Utility Easements; Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

10. Moreover, no automobile, truck, trailer, tent or temporary structure of any nature whatsoever shall ever be temporarily or permanently parked, located, or otherwise maintained on any plot; it is further restricted that no automobile or other vehicle may be repaired on any lot unless such repair is done in an area totally concealed from any street or streets; 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 setback.

11. Notwithstanding the restrictions imposed by Paragraph 11, but subject to those imposed by Paragraph 13 herein, boats, trailers or other vehicles which are not normally used as everyday transportation may be kept on the premises provided that they are totally concealed from the streets and are not visible from neighboring property. Under no conditions may a trailer of any type be occupied, temporarily or permanently, at a residence except during the construction period and then only by a workman or watchman.

12. No overnight parking of vehicles larger than one-half ton is allowed on or near any lot.

13. No fences shall be installed on the front portion of any lot in this subdivision between the front lot line and front building setback line. All fences shall be set back at least two (2) feet from the front of any building structure upon which the fences may abut.

14. No animals, livestock, 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.

15. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent. Signs used by a builder to advertise the property during the construction and sales period shall be permitted and such signs shall not be subject to any size limitations.

16. 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 such lot in presentable condition or the other lot owners may, at their discretion, mow such lot, trim trees, remove trash or refuse, and levy a lien on said lot for the cost involved.

17. No lot owner shall demand or require the furnishing of electric service through or from overhead wire facilities so long as electric service is available from an underground primary and secondary distribution system; nor shall service other than 120/240 volt, single-phase service be demanded.

18. It shall be the responsibility of each lot owner, before a residence is occupied, to construct a sidewalk between those points where the side property lines extended would intersect the curb. In the case of corner lots, it shall be the responsibility of each lot owner to construct the sidewalks in front and on the sides of the lot. The sidewalks shall be constructed adjacent to the curb in conjunction with the driveway(s) and in accordance with the current City of Edmond design standards as prepared by the Department of Public Works, Engineering Division. Current standards are shown on Drawing No. 5-300 dated August 25, 1971.

19. No leaching cesspool or septic tank shall be constructed and/or used on the above described lots.

20. No existing erected building or structure of any sort may be moved onto and/or placed on any of the residential building plots in this addition, 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.

21. After initial possession by owner/occupant no building material of any kind or character or construction equipment can be stored on any lot unless totally concealed from any street or streets.

22. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the first day of June, 1992, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

23. If the parties hereto, or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

24. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

25. Duplex units shall comply with HUD's party wall agreement and provide a five foot maintenance easement where zero "O" lot lines are used.

Dated this 10th day of December, 1984.

Signed by Richard R. Simon, President of Simon Gebron Enterprises, Inc. Notarized by (unreadable).

PEBBLE CREEK FOURTH ADDITION
An Addition to the City of Edmond, Oklahoma County, Oklahoma.

KNOW ALL MEN BY THESE PRESENTS:

Simon & Gebron Enterprises, Inc., an Oklahoma Corporation, hereby certifies that it is the owner of and the only corporation or corporations, partnership or partnerships, person or persons having any right, title or interest in and to all of the land embraced and included in the above described property now platted into lots, blocks, streets and easements as shown on the plat of PEBBLE CREEK FOURTH ADDITION, recorded in Book ___ of plats at Page ___ of the records of Oklahoma County, Oklahoma.

We further certify that we have caused said tract of land to be surveyed into blocks, lots, streets and avenues, and have caused a plat to be made of said tract, showing accurate dimensions of lots, set-back lines, right-of-way, widths of streets and easements for utilities and storm drainage. We hereby dedicate to public use all streets and avenues within the subdivision and reserve for installation and maintenance of utilities the easements as shown on the recorded plat. All lands so dedicated to public use are free and clear of all encumbrance.

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 ourselves or 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.

1. All lots within the subdivision shall be known and designated as residential building plots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height and a garage for not more than three (3) private automobiles and other outbuildings incidental to residential use of the plot, except that Lots Twenty-four (24) through Thirty-four (34) inclusive, Block One (1) and Lots Six (6) through Eight (8) inclusive, Block Ten (10) and Lots One (1) through Three (3) inclusive, Block Eleven (11) and Lots One (1) through Eleven (11) inclusive, Block Thirteen (13) and Lots One (1) through Seventeen (17) inclusive, Block Fourteen (14) and Lots One (1) through Twenty-six (26) inclusive, Block Fifteen (15) may be used for the construction of two-family (duplex) residences, not to exceed two and one-half (2 1/2) stories in height with each unit to have a garage for not more than two (2) private automobiles.

2. No building shall be erected, placed or altered on any lot located in the above described addition until after the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity, harmony and use of external design with existing structures in said subdivision, and as to location of the building with respect to size, topography and finished ground elevation, and with respect to rear lot depth, side lot and front building set-back lines, by Richard R. Simon, Laxman P. Godhania and Richard V. Simon or their duly authorized representatives or successors. In the case of death or resignation of any member, the Owner shall have the authority to appoint a successor to fill any vacancy or vacancies created by the death or resignation of any member, and said newly appointed member or members, shall have the same authority hereunder as their predecessors to approve or disapprove such design or location as above set forth. If the aforesaid committee, their authorized representatives or successors, fails to approve or disapprove such design and location within fifteen (15) days after building plans, building specifications, and plot plan have been submitted to them, or in any event, if no suit to enjoin the erection of such building, or the making of such alternations has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with. Said committee, their authorized representatives or successors, shall act and serve until December 31, 2000 at which time the then record owners of two-thirds of the lots in Pebble Creek 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 hereto to the above named committee.

3. The exterior walls, excluding doors and windows, of all single-family residences constructed on any lot or plot in said addition shall be at least forty percent (40%) brick, brick veneer, stone or stone veneer construction. Where a gable-type roof is constructed, the area of the gables extending above the interior room ceiling height

may be excluded from the square feet area in determining the footage of the exterior walls of said main residential building.

4. 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 plat or minimum required by the City of Edmond. In any event, no building shall be located on any residential plot nearer than twenty-five (25) feet to the front lot line, or further than fifty (50) feet from the front lot line, or nearer than twenty (20) feet or twenty percent (20%) of the lot depth, whichever is the lesser, to the rear lot line. In no event shall the distance between buildings be less than ten (10) feet. No dwelling shall be located nearer than five (5) feet to a side lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The finished floor elevations shall be as per recorded plat where applicable.

5. No dwelling shall be erected or placed on any building lot which has an area of less than four thousand four hundred (4,400) square feet; nor shall any dwelling be erected or placed on any lot having a width of less than twenty-five (25) feet at the front minimum building setback line.

6. The ground floor of the main structure, exclusive of open porches and garages, shall be not less than 1,100 square feet, measured over exterior masonry walls.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and designated as Drainage and Utility Easements; Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

10. Moreover, no automobile, truck, trailer, tent or temporary structure of any nature whatsoever shall ever be temporarily or permanently parked, located, or otherwise maintained on any plot; it is further restricted that no automobile or other vehicle may be repaired on any lot unless such repair is done in an area totally concealed from any street or streets; 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 setback.

11. Notwithstanding the restrictions imposed by Paragraph 11, but subject to those imposed by Paragraph 13 herein, boats, trailers or other vehicles which are not normally used as everyday transportation may be kept on the premises provided that they are totally concealed from the streets and are not visible from neighboring property. Under no conditions may a trailer of any type be occupied, temporarily or permanently, at a residence except during the construction period and then only by a workman or watchman.

12. No overnight parking of vehicles larger than one-half ton is allowed on or near any lot.

13. No fences shall be installed on the front portion of any lot in this subdivision between the front lot line and front building setback line. All fences shall be set back at least two (2) feet from the front of any building structure upon which the fences may abut.

14. No animals, livestock, 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.

15. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent. Signs used by a builder to advertise the property during the construction and sales period shall be permitted and such signs shall not be subject to any size limitations.

16. 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 such lot in presentable condition or the other lot owners may, at their discretion, mow such lot, trim trees, remove trash or refuse, and levy a lien on said lot for the cost involved.

17. No lot owner shall demand or require the furnishing of electric service through or from overhead wire facilities so long as electric service is available from an underground primary and secondary distribution system; nor shall service other than 120/240 volt, single-phase service be demanded.

18. It shall be the responsibility of each lot owner, before a residence is occupied, to construct a sidewalk between those points where the side property lines extended would intersect the curb. In the case of corner lots, it shall be the responsibility of each lot owner to construct the sidewalks in front and on the sides of the lot. The sidewalks shall be constructed adjacent to the curb in conjunction with the driveway(s) and in accordance with the current City of Edmond design standards as prepared by the Department of Public Works, Engineering Division. Current standards are shown on Drawing No. 5-300 dated August 25, 1971.

19. No leaching cesspool or septic tank shall be constructed and/or used on the above described lots.

20. No existing erected building or structure of any sort may be moved onto and/or placed on any of the residential building plots in this addition, 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.

21. After initial possession by owner/occupant no building material of any kind or character or construction equipment can be stored on any lot unless totally concealed from any street or streets.

22. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the first day of June, 1992, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

23. If the parties hereto, or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

24. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

25. Duplex units shall comply with HUD's party wall agreement and provide a five foot maintenance easement where zero "O" lot lines are used.

Dated this 12th day of December, 1984.

Signed by Richard R. Simon, President of Simon Gebron Enterprises, Inc. Notarized by (unreadable).

DECLARATION OF ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the 11th day of June, 1992, by Owner of certain real property located in the City of Edmond, Oklahoma County, Oklahoma, hereinafter referred to "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the City of Edmond, Oklahoma County, State of Oklahoma, which is more particularly described as:

See "Exhibit A"

AND, WHEREAS, the above described real property has been surveyed and platted, in stages, under the name of "Pebble Creek", an Addition to the City of Edmond, and it is the purpose of this Declaration to create and include as part thereof permanent open areas, playgrounds, parks with improvements, buildings and structures erected or to be erected thereon, and other common facilities and areas for the benefit of this particular community;

AND, WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and the upkeep, maintenance, improvement and administration of the community and its open areas, playgrounds and parks and all improvements now existing or hereafter erected thereon and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereinafter created;

AND, WHEREAS, there will be a homeowners association formed pursuant to Title 60 O.S. Ann. §352B, an entity to be known as Pebble Creek Homeowners Association, for the purpose of exercising the aforementioned functions;

NOW, THEREFORE, declarant declares that it is the owner of the real property described in Exhibit "A" and all of Lot 12 Block 13 Pebble Creek Fourth Addition is declared as the "Common Area";

AND DECLARANT FURTHER DECLARES that all property hereinafter described in Exhibit A as the "Existing Property" shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "covenants and restrictions") hereinafter set forth, which shall run with said property and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof and such owner's heirs, devisees, personal representatives, trustees, successors and assigns, such "covenants and restrictions" being hereby imposed upon such real property as a servitude in favor of each and every other party thereof as the dominant tenant. The "covenants and restrictions" hereby imposed on said real property are in addition to the restrictive covenants imposed on said real property by the original Declarants of Pebble Creek, an addition to the City of Edmond, Oklahoma County, Oklahoma, filed of record in Books 5000, 5039, 5261, and 5251 at pages 1247-1250, 153-156, 755-758, 759-762, respectively, records of Oklahoma County, Oklahoma.

**ARTICLE I
DEFINITIONS**

Section 1. The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall so prohibit'), shall have the following meanings:

A. "Association" shall mean and refer to Pebble Creek Homeowners Association", an unincorporated homeowners association formed pursuant to Title 60 Okla Stat Ann, Section §352B, its successors and assigns.

B. "Properties" shall mean and refer to that certain real property described in Exhibit "A", and such additions thereto and other real property within the Southwest Quarter as may hereafter be annexed thereto and/or brought within the jurisdiction of and subject to assessment by the Association.

C. "Common Areas" shall mean all real property, whether improved or unimproved, owned, leased or controlled by the Association for the common use and enjoyment of members of the Association. Said Common Areas shall include but not limited to subdivision entrances, signs, perimeter fencing, and park areas.

D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of all or any part of the Properties with the exception of the Common Areas. Building sites composed of more than one platted lot shall be considered one "Lot" for membership, assessment and voting purposes. "Lot" shall also include but not be limited to a condominium unit or a duplex unit.

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

F. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity or any combination thereof.

G. "Developer" shall refer to Pebble Creek Partnership, its successors and assigns.

H. "Owner" shall mean and refer to the record owner, whether one or more persons of a fee simple title to any Lot, condominium unit, or duplex unit which is or may become a part of the Properties, including contract sellers, but excluding those having such interest therein as security for the performance of an obligation.

I. "Southwest Quarter" shall mean and refer to the Southwest Quarter of Section 22, Township 14 North, Range 3 West.

J. "Declarant" shall refer to Pebble Creek Partnership, its successors and assigns.

K. "Additional Declarants" shall refer to existing property owners who wish to join the Pebble Creek Homeowners Association.

ARTICLE II FUTURE INTENT

Section 1. Although this Declaration Includes only the real property described in Exhibit "A" hereof, it is the intention of the Additional Declarants to cause additional declarations to be filed with respect to the remainder of the entire Pebble Creek Additions, which additional declarations will be complimentary in concept to this Declaration, and which future declarations will provide for the addition of owners in such other areas as members of the Association and of additional Common Areas to be owned by the Association. During its existence, the Association will Include as members, every Owner within the Addition who elects to join said Association except the Owner(s) of a Lot which is neither a single family residential nor multi-family residential lot.

Each Member of the Association will be subject to its Articles of Association, Bylaws, rules and regulations, as from time to time established and/or amended. The Common Areas which will be owned by the Association, a portion of which are included in the attached plat, may ultimately include other lands within the Addition which are not included in this plat.

Section 2. If within fifteen (15) years of the date of formation of the Association, the Developer should develop additional lands within the said Southwest Quarter, such additional lands may be annexed to the said Properties without the consent of the Members.

ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration is located in the City of Edmond, Oklahoma County, State of Oklahoma and is more particularly described as follows:

SEE EXHIBIT "A"

**ARTICLE IV.
MEMBERSHIP IN THE ASSOCIATION**

Every person who is a record owner of a fee or undivided interest in any single-family residential Lot covered by this Declaration and any future declaration covering all or any part of the said Southwest Quarter which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

**ARTICLE V
OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS**

Section 1. It is contemplated that all of the Common Areas in the Southwest Quarter will ultimately be owned by the Association. Until such time as record ownership of the Common Areas is vested in the Association, the Members of the Association shall have the exclusive right to use the Common Areas as hereinafter specified.

Section 2. Every member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed Lot subject to the following provisions:

A. The right of the Association to limit the number of guests of Members, the Common Areas which may be used by guests of Members, and the conditions under which Common Areas may be used by Members and/or their guests, subject to the terms and provisions hereof. The right of the Association to prohibit nonmember residents of the Pebble Creek Subdivisions from being guests of Members.

B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.

C. The right of the Association, in accordance with its Articles of Association and Bylaws and with the assent of two-thirds (2/3rds) of each class of members to borrow monies for the purpose or improving the Common Areas and facilities and in aid thereof to mortgage said Common Areas or any portion thereof, and the rights of said mortgagee in said properties shall be subordinate to the right of the members hereunder so long as no default in the terms of the note and mortgage exists.

D. The right of the Association to suspend the voting rights and right to use the recreational facilities by a Member for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rates and regulations.

E. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, public authority or utility for such purposes and subject to such dedication or transfer and signed by two-thirds (2/3) of each class of members is filed of record in the office of the County Clerk of Oklahoma County.

Section 3. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property, subject to such rules, regulations and limitations as the Association may from time to time establish.

Section 4. Decinrant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area described as Lot 12 Block 13 Pebble Creek Fourth Addition as shown in the plat of PEBBLE CREEK ADDITION NO. FOUR, an addition to the City of Edmond, Oklahoma, to the Association, free and clear of all encumbrances and liens (excluding those easements shown on the filed plat) at the first meeting of the Board of Directors of the Association.

Section 5 The Association shall contract, maintain, manage and improve the Common Areas as provided in the Declaration and in its Articles of Incorporation and Bylaws. Such right and power of control and management shall be exclusive.

Section 6. Any other provision hereof to the contrary notwithstanding, all Members of the Association, regardless of class, shall have and possess the right to use and enjoy all of the Common Areas and all facilities and improvements thereon owned by the Association, wild right may not be denied to any Member of any class without consent of all Members of all classes, provided, however, that:

The Board of Directors of the Association may from time to time establish rules and regulations governing the use of the Association's Common Areas by Members of all classes and their guests, provided that such rules and regulations as from time to time adopted shall be uniform as to all Members regardless of class.

ARTICLE VI CLASSES OF MEMBERS AND VOTING RIGHTS

The Association shall have three (3) classes of voting membership as follows:

Section 1. Voting Classes

Class A. Class A Members shall be all those Owners or single-family residential lots, condominium units, or duplex units with the exception of Declarant. Each Class A Member shall be entitled to one vote for each Lot in which he holds the interest required for membership by Article IV. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be the Declarant The Class B Member(s) shall be entitled to five (5) votes for each lot in which it holds the interest required for membership by Article IV. The Class B voting rights shall reduce to one (1) vote upon the votes outstanding in Class A membership equaling the total votes outstanding in the Class B membership.

Class C. The Class C Member(s) shall be Residential General Contractors holding lots for speculative purposes or building residential structures on a Lot to be sold on a speculative basis. The Class C Member(s) shall be entitled to one (1) vote for each Lot in which it holds an interest required for membership by Article IV. The Class C membership shall cease and be converted to Class A membership on the conveyance to a third party.

ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. The Declarant for each Lot owned within the Properties and for each additional Lot which may hereafter come within the jurisdiction of the Association, and each Owner of any Lot in any platted area by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements; each such assessment to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land shall be a continuing lien upon the property against which each such assessment is made, paramount and superior to any homestead or other exemption provided by law, but shall not be prior or superior to any purchase money mortgage lien or any first mortgage on a home. Said lien may be enforced by the Association and may be foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with or without power of sale. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien above mentioned arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Properties, and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, maintenance of insurance thereon, repair, replacements and additions thereto, ad valorem and other property taxes and assessments levied thereon, for the

cost of labor, equipment, materials, management and supervision thereof, and utility services for the Common Areas.

Section 3. Basis and Maximum of Annual Assessments. From and after January 1, 1992, and until the year beginning January 1, 1993, the maximum annual assessment shall be as follows:

Type of Member	Amount
Class A	\$100.00 per year per Lot
Class B	\$1.00 per year per Lot
Class C	\$20.00 per year per Lot

A. From and after January 1, 1992, the Board of Directors, after consideration of current maintenance costs and future needs of the Association, may increase the maximum annual assessment in each class 5%, effective January 1 of each year without a vote of the membership.

B. From and after January 1, 1992, the Association may increase the maximum annual assessment on the basis of the maintenance assessment fixed by Section 3 and Section 3A above as to any or all classes of members prospectively for any one year period and at the end of such one year period for each succeeding period of one year; provided that, any such charge as to any Class shall have the assent of two-thirds (2/3rds) of the members of each such class, pursuant to votes cast in person or by proxy, at a meeting called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting out the purpose of the meeting. It is further provided, however, that in no event shall the annual or special assessments for Class B membership be greater than one-twentieth (1/20th) or five percent (5%) of the annual and special assessments for Class A membership.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, as to any or all classes of members a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; provided that, any such assessment as to any class shall have the assent of at least two-thirds (2/3rds) of the Members of such class of Members, pursuant to votes cast in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; provided further that the maximum amount of any special assessment which may be assessed against any Member of any class in any assessment year shall not exceed an amount equal to twice the annual dues assessed against said member for the same year.

Section 5 Uniformity of Assessments. Every annual maintenance and special assessment established under this Article V shall be fixed at a uniform rate for all Lots in each particular class; provided however, that at no time shall the annual and special assessments for Class B Lots be greater than one-twentieth (1/20th) of the annual and special assessments for Class A Lots.

Section 6. Quorum for Meetings. At any meeting of the Members of the Association, the presence at the meeting of the members or proxies entitled to cast one tenth (1/10th) of all the votes of each class of membership shall constitute a quorum; provided, however, that if the required quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all members as required herein for the transaction to be considered, at an adjourned meeting, and at the adjourned meeting one-half (1/2) of the required quorum at the preceding meeting shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Commencement Date of Annual Maintenance Association. The annual maintenance assessments provided for herein shall commence as to each Lot on the date the Lot is conveyed to the owner, and shall be due on the first day of April of each year, the first assessment date being April 1, 1992. The Board of Directors shall cause the Association to prepare and maintain a roster of Lots, the owners thereof, the assessments applicable thereto and the status of the payment thereof which shall be kept in the office of the Association and which shall be open to inspection by any Owner. The Association shall, upon demand at anytime, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non-Payment Of Assessments and Remedies. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from its due date at an annual rate equal to the floating rate of interest for mortgage loans from time to time announced by the Federal Housing Administration, and the Association may bring an action at law against the Owner personally obligated to pay same, and/or foreclose the lien against the property as provided by the laws of the State of Oklahoma for the foreclosure of a mortgage or deed of trust, with or without power of sale; and interest, costs and reasonable attorney's fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or the Common Areas or abandonment of his Lot.

Section 9. Subordination of lien to mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first lien priority real estate mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such first lien priority mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Change of Ownership. Any person becoming an Owner shall, within ten (10) days next following the recording of a deed reflecting such person as an Owner, give written notice to the Association that such person has become an Owner; provided however that the record Owner or any lot as of the first day of January of each year should be subject to and obligated to pay the assessment.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, devisees, personal representatives, trustees, successors and assigns, for a term of twenty-one (21) years from the date this Declaration is recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3rds) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Severability. Invalidation of any of these covenants or restrictions by judgment or Court order shall in no wise affect the remaining provisions which shall remain in full force and effect.

Section 4. Right to Assign. The Declarant by appropriate instrument may assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may at their option, exercise, transfer or assign such rights, reservations, easements, and privileges or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

Section 5. Amendments. The covenants and restrictions to this Declaration may be amended by an instrument signed by not less than sixty-seven (67%) percent of the votes of each class of membership. Any amendment must be properly recorded in the public records of Oklahoma County, Oklahoma.

IN WITNESS WHEREOF, the DECLARANT has set its hand and seal this 11th day of June, 1992.

Our copy not signed.

EXHIBIT "A"
LEGAL DESCRIPTION
PEBBLE CREEK

All of Lots Seven (7) through Eleven (11), both inclusive and all of Lots Sixteen (16) through Twenty-two (22), both inclusive, in Block One (1),

All of Lot Nine (9) in Block Two (2);

All of Lot Eighteen in Block Three (3);

All of Lots Four (4) through Seven (7), inclusive, and Lots Eleven (11), Nineteen (19) and Twenty-one (21) in Block Four (4)

All of Lots One (1), Six (6) and Seven (7) in Block Eight (8);

All of Lot One (1), Block Nine (9);

All in **PEBBLE CREEK 1ST ADDITION** to the City of Edmond, Oklahoma County, Oklahoma, according to the recorded plat thereof.

All of Lots One (1), Five (5), Seven (7), Nine (9), Ten (10), Eleven (11), Twelve (12) and Fourteen (14) in Block One (1) in **PEBBLE CREEK 2ND ADDITION** to the City of Edmond, Oklahoma, according to the recorded plat thereof.

All of Lot Thirty-five (35) and Lots Thirty-eight (38), Thirty-nine (39), Forty (40) in Block Seven (7);

All of Lots Thirteen (13), Fourteen (14), Eighteen (18), Nineteen (19), and Lots Twenty-one (21) through Twenty-three (23), inclusive, and Lot Twenty-five (25) in Block Eight (8);

All of Lot Fourteen (14) and Lots Seventeen (17) through Twenty-Two (22), inclusive, in Block Eleven (11);

All of Lots Three (3) through Five (5), inclusive, and Lots Seven (7) through Fourteen (14), inclusive in Block Sixteen (16);

All of Lots One (1) through Four (4), inclusive, Lots Six (6), Eight (8) and Nine (9) and Lots Fourteen (14) through Sixteen (16) inclusive, and Lots Twenty-two (22) through Twenty-five (25) inclusive, and Lots Twenty-seven (27), Twenty-eight (28), and Thirty-one (31) in Block Seventeen (17);

All of Lots Two (2) through Eleven (11), inclusive, Lots Fourteen (14), Fifteen (15), Sixteen (16) and Lots Nineteen (19) through Twenty-three (23), inclusive, and Lots Twenty-five (25) through Thirty (30), inclusive, in Block Eighteen (18);

All of Lots Three (3), Five (5), and Seven (7) in Block Nineteen (19);

All of Lot Twelve (12) in Block Twenty (20);

ALL in PEBBLE CREEK 3RD ADDITION to the City of Edmond, Oklahoma County, Oklahoma, according to the recorded plat thereof.

All of Lots Eight (8), Nine (9), Eleven (11) and Twelve (12) in Block Eight (8); and

All of Lots Fifteen (15) through Seventeen (17), inclusive, in Block Ten (10);

All of Lots One (1) through Four (4), inclusive, and Lots Eight (8) through Thirteen (13), inclusive, and Lot Twenty-three (23) and Lots Twenty-five (25) through Thirty-four (34), inclusive, in Block Eleven (11):

All of Lots One (1) through Fourteen (14), inclusive, and Lots Sixteen (16) through Eighteen (18), inclusive, in Block Twelve (12);

All of Lots Twelve (12) through Sixteen (16), inclusive, and Twenty (20) through Twenty-three (23), inclusive, in Block Thirteen (13);

All of Lots One (1) through Seventeen (17), inclusive, in Block Fourteen (14);

All of Lots One (1) through Thirty (30) inclusive, and Lot Thirty-four (34) in Block Fifteen (15):

All of Lots Eighteen (18) through Twenty (20), inclusive, in Block Seventeen (17);

All of Lots Three (3) and Four (4) in Block Twenty-two (22):

All of Lot One (1) and Lots Four (4) through Twelve (12), inclusive, in Block Twenty-three (23);

ALL in **PEBBLE CREEK 4TH ADDITION** to the City of Edmond, Oklahoma County, Oklahoma, according to the recorded plat thereof.

AND

All of Lots Twenty-four (24) through Thirty-three (33), inclusive, and Thirty-five (35) through Thirty-seven (37), inclusive, in Block One (1) in Replat of Block One (1) and part of Block Ten (10) of **AMENDED PLAT OF PEBBLE CREEK 4th ADDITION** to the City of Edmond, Oklahoma County, Oklahoma, according to the recorded plat thereof.