

ACKNOWLEDGEMENT
REVISED COVENANTS AGREEMENT

WHEREAS, this Acknowledgement and Agreement is entered into this _____ day of September, 1997, by the Property Owners of the additions known as KEYSTONE COLONY and BLOCK 7 THRU 10, INCLUSIVE, KEYSTONE COLONY, both subdivisions of a part of the Southwest Quarter of Section Nineteen (19), Township Twenty (20), North, Range Ten (10) East of the Indian Base and Meridian, situated in Pawnee County, State of Oklahoma, according to the Plats thereof.

As successor and assignee of Leigh McCaslin Jr., Jo Eloise McCaslin, J.L. Mills, and W.K. King, and through the transfer and conveyance, by proper instruments, of all powers, rights, and obligations to the Keystone Colony Property Owners Association, said Association hereby accepts, with respect to the restrictions and covenants contained herein, all powers rights, and obligations imposed by such transfers and conveyances.

AND THEY, being desirous of establishing a uniform system of development of said property and preserving the character thereof, do hereby declare and establish and revise the following restrictions, conditions, and protective covenants, which shall be and are hereby made for the use and benefit of each person accepting conveyance thereof or therein, either directly or remotely any person, or persons, accepting conveyance shall take the same subject to such conditions, restrictions, and protective covenants, and by accepting such covenants shall be deemed to have assented thereto and shall be entitled to all of the benefits and to assume all of the responsibilities thereof.

RESTRICTIONS

These covenants are to run with the land, Keystone Colony, and shall be binding upon all persons owning property therein, and all persons claiming under them, for twenty-five (25) years from this date, at which time all restrictions and covenants herein contained shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of the lots, hereinafter referred to as lots, it is agreed to change the restrictive covenants in whole or in part, the Property Owners Association shall have the right to sue for and obtain an injunction, mandatory or prohibitive, to prevent the breach of, or to enforce the observance of, the restrictions and covenants herein set forth, failure of the undersigned, or the Property Owners Association in the subdivision to enforce any restriction or covenant herein set forth at the time of its violation shall in no event be deemed a waiver of the right to do so at any time thereafter. Invalidity of any of these covenants by judgement or court order shall in no wise affect any of the other provisions hereof, which shall remain in force or effect.

1. All lots shall be for single family dwelling only, and no more than one dwelling shall be placed on any lot.
2. Each dwelling shall have a minimum floor area of 900 square feet, exclusive of garage, porches, or patios, and each dwelling shall not be more than one-story in height unless approved by the undersigned owners as outlined in paragraph 16 below.
3. The exterior walls of any dwelling, or building, constructed on any lot shall be of wood, stone, prefinished metal siding, masonry, glass, or combined thereof. In no case shall any roll type roofing material, or composition roof shingle material be used as exterior wall finish, nor shall the roof of any such dwelling, or building, be finished with any asphaltic roll roofing material, except that a built up roof, with gravel surface.
4. All dwellings shall be placed on permanent type foundations and footings, on concrete or masonry.

Restrictions: Keystone Colony Continued:

5. No business, trade, or commercial activity, shall be carried on at any time upon any lot, except, activities such as Home Interior, Avon, Arts & Crafts, Accounting, Etc, performed within the confines of your home and not disruptive to the area, or your neighbors may be performed.
6. No animals, including fowls, shall at any time be raised, bred, or kept on any lot, with the exception that not more than three each of any common household pet, that are not used, bred, or maintained for any commercial purpose, may be kept. Swine, cattle, horses, sheep, goats, or any animal or fowl normally found in the wild state, are not to be considered as common household pets. Pets shall not run loose.
7. Any fence that is constructed on any lot shall not exceed a height of six feet and shall be of materials that are normally used for residential purposes and shall not be built in such a manner as to obstruct the reasonable view from, or passage of air to and from the neighboring properties. No corrugated metal or plastic fence, sheet metal fence, or any other type fence that is not normally considered to be of residential quality in type shall be placed on any lot.
8. No vehicle, or machinery, that is in salvage condition, or is in the process of being salvaged out, or is in a state of junk, nor any other type salvage or junk material, is to be placed, or kept, or permitted to remain, on any lot in such a manner that it may be seen from any street in or adjacent to the subdivision. For more than 60 days.
9. No house trailer, tent, shack, garage, barn, outbuilding, or any temporary or movable structure, shall at any time be used for residential purposes on any lot.
10. Each dwelling constructed on any lot shall have modern sanitary facilities, and any septic system shall be constructed and installed in accordance with the regulations of the Oklahoma State Department of Health. No outside privies shall at any time, be permitted on any lot. except a porta-pot may be used for workers during construction.
11. No part of any building shall be placed nearer than 20' to any street line, nor nearer than 10' to any side lot line.
12. No structure, other than fencing shall be placed on any easement area shown on the attached plat.
13. No noxious, offensive, unsightly, malodorous, or unhealthy activity or condition shall be carried on, or be permitted to remain, upon any lot.
14. The exterior of any dwelling, including installation of windows and doors, shall be completed and finished, not later than 18 months after initiation of installation of the foundation, or initiation of any construction, therefor or thereon, should the exterior not be completed and finished within said 18 months, then the undersigned shall have the right to enter upon the property and to complete and finish the exterior of any buildings initiated, whereupon the grantee of the property shall immediately pay to the undersigned the full costs of such completion and finishing, or shall automatically grant lien rights for such.
15. Nothing contained in this declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but titles to any property subject to this declaration obtained through sale in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the protective restrictions thereof.

Ristrictions: Keystone Colony Continued:

16. No building, fence, wall, or any type of structure, shall be commenced, erected, or maintained, nor shall any addition thereto, or change, or alteration therein be made until plans and specifications, plot plan and grading plan therefor, or information satisfactory to the undersigned shall have been submitted to and approved in writing by the undersigned, and a copy thereof is finally approved and lodged with the undersigned. In passing on such plans, specifications, plot plan, and grading plan, the undersigned may take into consideration the suitability of the proposed building or other structures, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, and the harmony thereof with the surroundings and the effect of the building or other structures as planned on the outlook from the adjacent or neighboring property.
 - A. For purposes of approving said plans and specifications any one of the Officers of the Association may act with respect to such approval.
 - B. Should plans be submitted and no action taken by the undersigned within 30 days of the submission of said plans, then in such case said plans shall be deemed approved.
17. No roads, throughfares, or traffic lanes of any kind, whether public or private may be constructed that would permit, or provide the means of, vehicular traffic, and/or vehicular access and ingress, over, across, or upon the South 25' of Block 7 and the South 25' of Lot 18 of Block 10 thereof, and the South 25' of the portion of Lakewood Drive that lies between said Block 7 and 10. The purpose of this restriction is to prohibit vehicular access from this subdivision to the south line of Section 19, T-20-N, R-10-E, and to properties that lie south of that section line. It is hereby further noted that streets in this subdivision are not dedicated to the public but are for the sole purpose of providing access only to properties in the subdivision, except that the undersigned owners may waive this restriction at their volition.
18. The construction or maintenance of signs, billboards or advertising structures of any kind is prohibited except that one sign adverting the sale or rental of property shown on the recorded plat is permitted, provided it does not exceed one foot by two feet in size.
19. All property including vacant lots must be kept free from weeds, brush and high grass. If removal of such is required by the Keystone Colony Property Owners Association, after due warning, the cost of such removal shall be charged to the lot owner. If not paid within a reasonable time period, thirty days. The Property Owners Association may file a Lein against said property.
20. No dumping of any kind is allowed on any lot in Keystone Colony.

Restrictions; Keystone Colony Continued

21. Maintenance of the streets and drainage system are the responsibility of the property owners. Keystone Colony Property Owners Association will assess dues for periodic maintenance. Special assessments may be made when approved by the members of the Association. In compliance with the Road Maintenance Agreement properly filed with the Pawnee County Clerk, in Pawnee County, State of Oklahoma. See By-Laws Article VIII sections three & four, for approval of assessments.
22. Altering, filling, or grading drainage ditches is prohibited if it alters the flow of water and will cause flooding of another property owners yard or home, also if it directs water over road surfaces. Damages done by any alterations will subject that property owner to pay for all damages.
23. Owners of Lots 1, 19, 20 , 21, 22, 23, 24 in Block 10, having no access from within Keystone Colony shall be exempt from dues and assessments for road work within Keystone Colony. They are subject to all other Covenants and Restrictions contained herein.

IN WITNESS WHEREOF, we, THE OFFICERS OF KEYSTONE COLONY PROPERTY OWNERS ASSOCIATION
President - Wayne Wright
Vice-President - Don Blevins
Treasurer - Lorene Dunmon

HAVE HEREBY SET OUR HANDS THE ____ DAY OF SEPTEMBER, 1997.