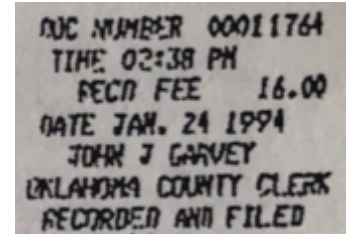


OWNER'S RESTRICTIONS AND PROTECTIVE COVENANTS
DANFORTH FARMS SECTION 2

A part of the SE 1/4 of Section 20, T14N, R3W, I.M.,
Oklahoma City, Oklahoma County, Oklahoma;

(See paragraphs requiring mandatory membership in
Danforth Farms West Community Homeowners Association.)

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



KNOW ALL MEN BY THESE PRESENT:

That the undersigned, COLONY WEST SUPPLY, INC., an Oklahoma Corporation (also known as Declarant) and PRESTON HILLS DEVELOPMENT CORPORATION, an Oklahoma Corporation, do hereby certify that they are the owners (also known as declarant) of and the only person or persons, corporation or corporations having any right, title or interest in and to the lands described as follows to wit:

Plat of DANFORTH FARMS SECTION 2, a part of the SE 1/4 of Section 20, T14N, R3W, I.M., Oklahoma City, Oklahoma County, Oklahoma:

They further certify that they 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 dimensions of lots, set-back lines, designating said tract of land as DANFORTH FARMS SECTION 2 and hereby dedicates to public use all the streets and avenues within the addition and reserves for installation and maintenance of utilities and the utility easements as shown on the recorded plat of DANFORTH FARMS SECTION 2.

For the purpose of providing an orderly development of the entire tract and for the further purpose of proving adequate restrictive covenants for the mutual benefit of themselves or their successors in title to the subdivision of said tract, hereby imposes the following restrictions and reservations to which it shall be incumbent upon their successors to adhere.

1. 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 (2) stories in height and a private garage for not less than two (2) and not more than four (4) automobiles and other outbuildings incidental to residential use of the plat, except lots owned or to be owned by DANFORTH FARMS WEST COMMUNITY HOMEOWNERS ASSOCIATION may be used for community structures and community purposes. Any incidental outbuildings shall be brick veneer with the same brick as the main building, at the option of the building committee, and shall be approved as to design and locations by the building committee.

2. No building shall be erected or altered in this subdivision until the building plans, specifications, including roofing and plot plan showing the location of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and in conformity with the building committee's design philosophy and as to location of the building with respect to topography and finished grade elevation by a building committee, composed of James C.

Menifee, Cheryl Fincher and Sherry Menifee or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee the remaining member or members shall have full authority to designate a successor. In the event said committee or its designated representative fails to approve or disapprove within (30) days after said plans and specifications have been submitted to it or in any event if no suit to enjoin the constructions has been commenced prior to the completion of construction of said plans, approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

No main residential building shall ever be erected, placed or constructed on any lot or building site in this subdivision unless at least eighty percent (80%) of the first floor exterior walls thereof be of brick, brick veneer, stone or stone veneer or other material specifically approved by the building committee, provided however, that all windows or doors located in said exterior walls shall be excluded in the determination of the area of eighty percent (80%) of said exterior walls and further provided that where a gable-type roof is constructed and a part of the exterior walls are extended above the interior room ceiling line due to the construction of such gable-type roof, then that portion of such wall or walls 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 eighty percent (80%) of the exterior walls of said residential building.

3. The declarant or the building committee composed of James C. Menifee, Cheryl Fincher and Sherry Menifee is hereby granted the right to grant exceptions or waive any and all restrictions imposed by this document. Said waiver must be in writing and recorded of record to be a valid waiver. Any such waiver will be at the sole discretion of the Declarant or the building committee and any waiver shall not obligate the building committee to grant similar waivers in the future.

4. No business, trade or commercial activity shall be carried on upon any residential lot, unless transacted completely within the home itself and without disturbance to neighbors. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No mobile home, trailer, camper, boat, motor home, truck or like equipment may be parked, stored, kept, repaired or serviced on any lot between the building line and the front property line and or on corner lots, the side building line and the street side property line for each lot as shown on the recorded plat of DANFORTH FARMS SECTION 2. The intent of this covenant is to prohibit the parking or storage of any or all vehicles or equipment other than conventional passenger automobiles in operating condition, in the afore described areas of each lot.

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

6. No existing structure or any type may be moved onto any lot in this addition from another location.

7. The ground floor living area of the main structure constructed, placed on any single family dwelling lot shall be not less than 2000 square feet without the approval of the building committee exclusive of one story open porches and garages for any one story dwelling nor less than 2200 square feet total floor area for any single family dwelling of more than one story. No roofing material, valley or ridge shall be used on any structure located on any lot in DANFORTH FARMS SECTION 2 without the approval of the building committee.

8. Set backs from front and side building lines as shown on the plat are absolute minimum and the building committee shall require further set backs as they, in their sole discretion, determine as appropriate for the architectural and aesthetic harmony of the addition.

9. No skateboard ramps shall be allowed on any lot in DANFORTH FARMS SECTION 2. No outside antennas shall extend beyond five feet of the roof line. No electric windmills shall be allowed on any lot in DANFORTH FARMS SECTION 2 without approval of building committee.

10. All homes in DANFORTH FAMRS SECTION 2 are required to have sidewalks conforming to the City of Oklahoma City standards and consistent with the other sidewalks in the addition. The sidewalks are the responsibility of the home builder and not the declarant and will be built before first occupancy of the home.

11. 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.

12. No trash, ashes or other refuse may be thrown, placed or dumped on any vacant lot in DANFORTH FARMS SECTION 2.

13. The construction or maintenance of billboard or advertising boards or structures on any lot in DANFORTH FARMS SECTION 2 is prohibited. This prohibition however, shall not affect signs or billboards advertising the rental or sale of such property provided that they do not exceed ten (10) square feet in size unless specific written consent for a larger size is obtained from the building committee previously set out in paragraph two (2) above.

14. No leaching cesspool shall ever be constructed and/or used on any lot or block in DANFORTH FARMS SECTION 2.

15. All small drainage channels, emergency overflow and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority or utility company shall be the property owner's responsibility and it shall be the responsibility of the owner to (a) keep the easements, channels and swells free of any structure, planting or other material which may change the direction of flow or obstruct or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot and (b) provide continuous maintenance of the improvements in the easements or of the channels or swales; except for the improvements for which a public authority, utility company or property owner's maintenance or Homeowners Association is responsible.

16. EASEMENT RESERVED. The Declarant 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 plat easements, sewer or other pipe lines, conduits, poles and wires and any other method of conducting or performing any public or quasi-public 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 may be installed under the streets throughout the addition where necessary to carry same across the street.

17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020, at which time said covenants shall be automatically extended for successive periods of ten (10) 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.

18. If the parties hereto or any of them or their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons 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.

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

20. In order to provide for the preservation of the values and amenities of DANFORTH FARMS SECTION 2 and for the maintenance, upkeep, improvements, assessments and administration of same and in order to create an entity and agency for such purposes and for the making, collection and enforcement of assessments and charges COLONY WEST SUPPLY, INC. and PRESTON HILLS DEVELOPMENT CORPORATION do hereby state as follows:

a) There will be incorporated under the laws of the State of Oklahoma a not-for-profit corporation to be known as DANFORTH FARMS WEST COMMUNITY HOMEOWNERS ASSOCIATION for performing and exercising the purposes, functions and objectives hereof.

b) Every person or persons who become owners of a fee interest in and to a lot within the property described in Exhibit A attached shall automatically become a member of the Association, at such time as a home is constructed and first occupied as a residence and then henceforth permanently except that said membership requirement will only be operative if PRESTON HILLS DEVELOPMENT CORPORATION and COLONY WEST SUPPLY, INC. require it in a restrictive covenant filed of record covering a property in question. Said restrictive covenant to be entirely at option of PRESTON HILLS DEVELOPMENT CORPORATION and COLONY WEST SUPPLY, INC. Such membership shall be appurtenant to and may not be separated from the ownership of such lot. All owners of any fee interest in and to the lots and property herein referred to in Exhibit A shall be subject to the Certificate of Incorporation, the duly enacted By-Laws of the Corporation and to the rules and regulations duly enacted by the Board of Directors of said Corporation (Corporations refers to DANFORTH FARMS WEST COMMUNITY HOMEOWNERS ASSOCIATION) at such time as they become members of the Association after first occupancy of a completed residency as herein stated. Copies of the Certificate of Incorporation of said Homeowners Association shall hereafter be filed with the Secretary of State of the State of Oklahoma, reference being made thereto as if fully set forth herein. The attached Exhibit A defines an area larger than DANFORTH FARMS SECTION 2 and the extended area defined therein shall encompass future additions which shall have lots and homes which will eventually be members of DANFORTH FARMS WEST COMMUNITY HOMEOWNERS ASSOCIATION at such time as the homes are built and first occupied. COLONY WEST SUPPLY, INC. AND PRESTON HILLS DEVELOPMENT CORPORATION, the developers of DANFORTH FARMS SECTION 2 and DANFORTH FARMS SECTION * may also at their option acquire and develop additional lands in the vicinity of DANFORTH FARMS SECTION 2 and plat and develop them and cause them to be eligible for membership in DANFORTH FARMS WEST COMMUNITY HOMEOWNERS ASSOCIATION on the same terms and costs as the lands herein referred to in Exhibit "A". Membership eligibility for DANFORTH FARMS WEST COMMUNITY HOMEOWNERS ASSOCIATION shall be an exclusive and continuous option right of PRESTON HILLS DEVELOPMENT CORPORATION and COLONY WEST SUPPLY, INC.

c) As mentioned and reference herein, subject to the limitations herein contained, the Homeowners Association so organized may provide for assessments against the property pursuant to its rules and regulations and By-Laws and for the enforcement of same. The lien provided for said assessments shall be subordinate to the lien of any real estate mortgage and mortgages. Sale or transfer shall not affect the assessment lien. The properties dedicated to the public and common areas shall be exempt from said assessments.

d) The DANFORTH FARMS WEST COMMUNITY HOMEOWNERS ASSOCIATION is responsible for the upkeep and maintenance of drainage apparatus located in common areas of DANFORTH FARMS SECTION 2 and other areas owned by the Association and is required to meet any and all requirements of the City of Oklahoma City or any other governmental authority whose jurisdiction the Homeowners Association shall be subject to. The DANFORTH FARMS WEST COMMUNITY HOMEOWNERS ASSOCIATION is responsible for all common areas owned by the Association along

with any improvements which may be constructed thereon. The Declarant is under no obligation to convey any land to the Association or to improve any land of the Association in any way whatsoever. In the event Declarant does convey property and improvements to the association it will be the responsibility of the association to provide for the upkeep of the property and improvements and assessments will be accordingly required. Such items as a pool and recreation areas are under consideration by Declarant.



[Signature]
Secretary

WITNESS our hands at Oklahoma City, Oklahoma, this 18th day of January, 1994.

COLONY WEST SUPPLY, INC.

[Signature]
Cheryl Fischer, President



[Signature]
Secretary

PRESTON HILLS DEVELOPMENT CORPORATION

[Signature]
James C. Menlee, President

STATE OF OKLAHOMA |
| SE.
COUNTY OF OKLAHOMA |

On this 18th day of January, 1993, before me the undersigned, a Notary Public, in and for County and State aforesaid, personally appeared Cheryl Fischer and James C. Menlee, to me known to be the identical persons who signed the same of the maker thereof to the foregoing instrument as its presidents and acknowledged to me that they executed the same as their 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. GIVEN under my hand and seal the day and year last above written.

9-6-97
My Commission Expires:

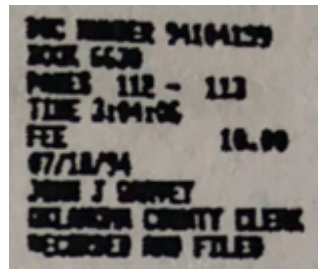
[Signature]
Notary Public

EXHIBIT "A"

The West half (W/2) of the Southeast Quarter (SE/4) of Section 20, Township 14 North, Range 3 West of the Indian Meridian in Oklahoma County, Oklahoma and A part of the East Half (E/2) of the Southeast Quarter (SE/4) of Section 20, Township 14 North, Range 3 West of the Indian Meridian in Oklahoma County, Oklahoma, said part being more particularly described as follows:

Beginning at a point located on the East line of the said E/2, due North a distance of 995.00 feet from the Southeast Corner of the said E/2; thence from said POINT OF BEGINNING due West a distance of 75.00 feet to a point of curvature of a curve to the right, said curve having a central angle of 33°00'00" and a radius of 193.80 feet; thence along the arc of said curve in a Northwesterly direction a distance of 111.62 feet; thence North 57°00'00" West a distance of 95.00 feet to a point of curvature of a curve to the left, said curve having a central angle of 08°04'24" and a radius of 307.86 feet; thence along the arc of said curve in a Northwesterly direction a distance of 43.38 feet; thence South 24°52'40" West a distance of 345.00 feet; thence South 66°58'31" West a distance of 314.49 feet; thence South 55°01'08" West a distance of 170.49 feet; thence South 32°46'13" West a distance of 229.33 feet; thence South 25°16'39" West a distance of 161.28 feet; thence South 06°34'20" West a distance of 164.36 feet; thence South 10°19'32" West a distance of 56.63 feet to a point on the South line of said E/2; thence along said South line North 89°36'07" West a distance of 233.40 feet to the Southwest Corner of the said E/2; thence along the West line of the said E/2, North 00°00'54" East a distance of 2634.45 feet to the Northwest Corner of the said E/2; thence along the North line of said E/2, South 89°31'24" East a distance of 1327.12 feet to the Northeast Corner of said E/2; thence along the East line of said E/2, due South a distance of 1637.63 feet to the point of beginning, containing 61.522900 Acres more or less; less and except that portion plated as DANFORTH FARMS, SECTION 1.:

(It is not the intention to require membership in the DANFORTH FARMS WEST COMMUNITY HOMEOWNERS ASSOCIATION of any of the lands herein referred to which may not be owned by the declarant).



AMENDMENT AND SUPPLEMENT TO OWNER'S
RESTRICTIONS AND PROTECTIVE COVENANTS
DANFORTH FARMS, SECTION 2

A PART OF THE S.E. ¼, SECTION 20, T14N, R3W, I.M., OKLAHOMA
CITY, OKLAHOMA COUNTY, OKLAHOMA:

(See paragraphs requiring mandatory membership in
Danforth Farms West Community Homeowners Association.)

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, COLONTY WEST SUPPLY, INC., and Oklahoma Corporation (also known as Declarant) and PRESTON HILLS DEVELOPMENT CORPORATION, an Oklahoma Corporation, do hereby certify that they are the owners (also known as declarant) of and the only person or persons, corporation or corporations having any right, title or interest in and to the lands described as follows to wit:

Plat of DANFORTH FARMS SECTION 2, a part of the SE1/4 of
Section 20, T14N, R3W, I.M., Oklahoma City, Oklahoma County,
Oklahoma;

Heretofore and on the 24th day of January, 1994, there was recorded in Book 6550, Page 1029 of the records of Oklahoma County an Owner's Restriction and Protective Covenant, Danforth Farms, Section 2, reference being made thereto.

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 themselves or their successors in title to the subdivision of said tract, hereby imposes the following additional restrictions and reservations herein referenced to which it shall be incumbent upon their successors to adhere to.

1. All fencing materials and fencing locations shall be approved by the building committee. Lots that are adjacent to any common area or green belts will require special consideration and the building committee reserves the right to require see through fencing of a type and quality acceptable to the building committee on all fencing.



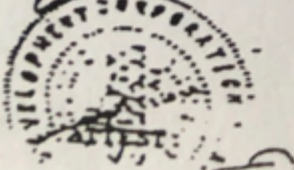
This Restriction and Covenant is intended to run with the

land. WITNESS our hands at Oklahoma City, Oklahoma, this 15th day of July, 1994.

COLONY WEST SUPPLY, INC.

[Signature]
Secretary

[Signature: Cheryl Fincher]
Cheryl Fincher, President



PRESTON HILLS DEVELOPMENT CORPORATION