

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SUNSET RIDGE ESTATES I,
AN ADDITION TO GOLDSBY, McCLAIN COUNTY, OKLAHOMA**

THIS DECLARATION, made this 30th day of March, 2005 by Bill Scott Adkins and Lysbeth Gayle Adkins, husband and wife, hereinafter referred to as "Declarant" (whether one or more).

WHEREAS, Declarant is the owner of certain real property located in the Town of Goldsby, McClain County, State of Oklahoma, which is more particularly described on Exhibit A, attached hereto and made a part hereof by this reference (the "Property"); and

WHEREAS, Declarant has caused the Property to be platted under the ordinances of the Town of Goldsby under the name of "Sunset Ridge Estates I," and intends to create thereon a residential community (the "Community") containing common areas, all which will be maintained for the benefit of those living within the community and which may include one (1) or more entrance gates, sprinkler systems, lighting, brick walls and landscaping; and one (1) or more center medians in divided roadways, sprinkler systems, lighting and landscaping, and other amenities, all of which will be maintained for the benefit of those living within the community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said development and for the maintenance and improvement of the common areas and other common facilities now existing or hereafter erected thereon; and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereafter set forth, each and all of which are for the benefit of the Property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the foregoing purposes to create an agency to which should be delegated and assigned the powers of maintaining and administering the common areas and facilities, enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Oklahoma, as a non-profit corporation, Sunset Ridge Estates Property Owners Association, Inc. for the purpose of exercising the aforementioned functions;

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth, which shall run with such real 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 and every part thereof as a servitude in favor of each and every other part thereof as the dominant tenement.

ARTICLE I

DEFINITIONS

Section 1.1. The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

- a. "Additional Property" shall mean the property added to the development scheme by virtue of a Supplementary Declaration.
- b. "Architectural Committee" shall have the meaning specified in Section 5.1 below.
- c. "Association" shall mean and refer to the Sunset Ridge Estates Property Owners Association, Inc., a non-profit corporation incorporated under the laws of the State of Oklahoma.
- d. "Board" shall mean the Board of Directors of the Association.
- e. "By-Laws" shall mean the By-Laws of the Association which are or shall be adopted by the Board as such By-Laws may from time to time be amended.
- f. "Common Areas" shall mean: (i) the portion of the Property so described on the Plat of Sunset Ridge Estates I; (ii) the portion of the property so described on the plat of any Additional Property added by Supplementary Declaration; and (iii) the Common Maintenance Areas being and including (a) all landscaping, irrigation systems, utilities, markers, signs and other improvements or fixtures located within any islands, medians, and the like within any streets located in the Property or any Additional Property, (b) all street lights intended to light the entrances to or streets in the Property or Additional Property, (c) all entry gates serving the Property or any Additional Property together with fences, brick walls, sight screens, and other improvements, fixtures and utilities associated therewith, (d) all real property and improvements thereof which may from time to time be owned or leased by the Association or in which the Association has been granted or has reserved easement rights, together with all landscaping, irrigation systems, utilities, markers, signs and other improvements or fixtures therein or thereon intended for the common benefit of the Owners, (e) community mail boxes, and (f) any other areas of improvements otherwise required to be maintained by the Association. Any real property or improvement thereof which are described as Common Areas or Common Maintenance Areas by a Supplementary Declaration shall be deemed to be Common Areas as that term is defined herein and shall be integrated into and deemed to be a part of the Common Areas.
- g. "Declarant" shall mean Bill Scott Adkins and Lysbeth Gayle Adkins, husband and wife, their successors and assigns.
- h. "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the primary structure which it serves, and shall include, but not be limited to, carports,

garages, outbuildings, tool sheds, kennels, cabanas, guest houses, domestic employee quarters, greenhouses and any temporary structures.

- i. "Dwelling" shall mean the one (1) single family residence constructed on a Lot.
- j. "Lot" shall mean those tracts of land so designated on the recorded subdivision plat of the Property; provided, however, in the event contiguous property owned by one Owner consists of more than one lot shown on the recorded subdivision plat upon which a single dwelling unit is constructed, all of the Lots or parts of Lots so owned by said Owner, shall be deemed for the purpose of this Declaration to be one Lot.
- k. "Member," "Class A Member" and "Class B Member" shall mean those persons so defined in Section 3.2 below.
- l. "Owner" shall mean the record owner, whether one or more Persons, of the fee simple title to any Lot, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure; nor shall such term include any other Person who has an interest merely as security for the performance of an obligation.
- m. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.
- n. "Supplementary Declaration" shall mean a Supplementary Declaration of Covenants and Restrictions as described in Section 7.3 below.
- o. "Visible from Neighboring Property" shall mean, as to any given object, that such object is visible to a person six feet (6') tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.
- p. "Visible from the Street" shall mean, as to any given object, that such object is visible to a person six feet (6') tall, standing on any street right of way within or adjacent to the Property or Additional Property.

ARTICLE II

PROPERTY RIGHTS IN COMMON AREAS

Section 2.1. Title to Common Areas. The Declarant may retain the legal title to the Common Areas, subject to easements of record or shown on the plat of the Property or Additional Property, and the rights of the Town of Goldsby, until such time as Declarant determines to transfer title to all or a portion thereof to the Association. Any transfer of title shall be subject to such easements and the rights of the Town of Goldsby, if any.

Section 2.2. Duties of Association. The Association shall control, maintain, repair and improve the Common Areas in a manner which will benefit all Owners, subject, however, to the rights held by the Town of Goldsby on any portion of the Common Areas, and subject to easements created by virtue of the dedications on the plat of the Property or Additional Property.

Section 2.3. Rights of Declarant/Association. The Declarant reserves the right, until title is passed to the Association, to convey to any public agency, authority or utility, easements for drainage or underground utility purposes across any part of the Common Areas, subject, however, to the rights, if any, of the Town of Goldsby. Thereafter, Association shall have this right, so long as the plans for such an easement have been approved by the Architectural Committee.

ARTICLE III

PROPERTY OWNERS ASSOCIATION

Section 3.1. Contemporaneously herewith, the Declarant has caused to be recorded in the records of the County Clerk of McClain County, Oklahoma, a Declaration of Property Owners Association for Sunset Ridge Estate I, an addition to Goldsby, McClain County, Oklahoma. Every Owner of a Lot shall be a member (hereafter "Member") of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.2. Voting Rights. The Association has two classes of voting membership:

Class A. "Class A Members" are all Owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an 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 and in no event shall a vote be split. In the event contiguous property owned by one Owner consists of more than one Lot shown on the recorded subdivision plat, upon which a single Dwelling unit is constructed, all of the Lots or parts of Lots so owned by said Owner, shall be deemed for the purpose of this Declaration to be one Lot and only one Class A Membership will be assigned to such Lots containing the single Dwelling.

Class B. "Class B Members" are the Declarant, which shall be entitled to three (3) votes for each Lot of which the Declarant is the Owner.

Section 3.3. Additional Property. If Declarant adds Additional Property to the scheme of development in accordance with Section 7.3 hereof, the owners of the Lots within the Additional Property, including Declarant, shall be Members and accorded the voting rights provided in Section 3.2.

ARTICLE IV

ASSESSMENTS

Section 4.1. Creation of Lien and Personal Obligation of Assessments. In accordance with the terms and provisions of the said Declaration of Property Owners Association for Sunset Ridge Estate I, the Declarant, for each Lot owned within the Property, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessment for capital improvements, both of which assessments are to be established and collected as provided in the said Declaration of Property Owners Association for Sunset Ridge Estates I. Such assessments and cost of collection thereof shall be a charge on and shall be a continuing lien upon each Lot against which such assessment is made, paramount and superior to any homestead or any other exemption provided by law, from the date that notice of such lien is filed of record by the Declarant, the Association or any Owner. Each such assessment, together with such interest, costs and reasonable attorneys fees incurred in the collection thereof shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien above mentioned rising by reason of such assessment, shall continue to be a charge and lien upon the Lot as above provided.

Section 4.2. Subordination of Lien to Mortgage. In accordance with the terms and provisions of the said Declaration of Property Owners Association for Sunset Ridge Estate I, the lien of the assessments shall be subordinate to the lien of any real estate mortgage or mortgages. 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 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 mortgage, sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL COMMITTEE

Section 5.1. Architectural Committee. The Architectural Committee shall consist of not less than two (2) nor more than five (5) persons, as specified from time to time by the Declarant while the Declarant retains the right to appoint Architectural Committee members, and thereafter as specified by resolution of the Board. The Declarant specifically retains the right to appoint, augment, or replace all members of the Architectural Committee so long as Declarant is an Owner. Thereafter, members of the Architectural Committee shall be selected by the Board from among the Members of the Association and appointed by resolution of the Board. The Declarant, at any time while the

Declarant is still an Owner, voluntarily may (but shall not be required to) permit the Board to select and appoint one or more members of the Architectural Committee.

Section 5.2. Review. No Dwelling, residence, Detached Structure, fence, wall, walk, driveway or other structure or improvement of whatever type shall be commenced, erected or maintained within the Property, nor shall there be any addition to or change to the exterior of any Dwelling, residence, Detached Structure, fence, wall, walk, driveway or other structure or improvement upon a Lot, or the landscaping, grading or drainage thereof, including, without limitation, the painting (other than painting with the same color of paint as previously existed) of exterior walls or fascia, patio covers and fences, except in compliance with plans and specifications therefor which have been submitted to and approved by the Architectural Committee. In recognition of the fact that the overall impact of improvements on any Lot involves issues of taste and judgment which cannot be completely reduced to design standards, the Architectural Committee shall have the right and authority to reject plans and specifications otherwise conforming to adopted design standards, if any be adopted, if the Committee believes that the overall aesthetic impact of the proposed improvement, addition, alteration or change is detrimental to the Community. In making such decisions, the Architectural Committee may be guided by the harmony of external design and location of the proposed improvement, addition, alteration or change in relation to surrounding structures and topography; conformity of the proposed improvement, addition, alteration or change to the requirements and restrictions of this Declaration; the effect of the proposed improvement, addition, alteration or change on the use, enjoyment and value of neighboring properties; changes in grade elevations, topography and drainage; factors of public health and safety; and the suitability of the proposed improvement, addition, alteration or change taking into account the general aesthetic values of the surrounding area. All approvals shall be in writing and may be qualified upon the satisfaction of specified conditions.

Section 5.3. Fees. No fee shall ever be charged by the Architectural Committee or by the Association for the review specified in Section 5.2, or for any waiver or consent provided for herein.

Section 5.4. Proceeding With Work. Upon receipt of approval as provided in Section 5.2, the Owner shall, as soon as is practicable, satisfy all conditions of such approval, if any, and proceed with the approved work. Unless such work commences within nine (9) months from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 5.2.

Section 5.5. Recordable Approvals. The Architectural Committee shall cause an inspection to be undertaken within sixty (60) days after a request therefor in writing from any Owner as to that Owner's Lot (which request shall be in writing, shall contain an affirmative statement by such Owner of such Owner's good faith belief that such Owner and such Owner's Lot are in compliance with the covenants, conditions, and restrictions and the other terms and provisions hereof, and in compliance with plans and specification therefor which have been submitted to and approved by the Architectural Committee). Provided such inspection reveals that the improvements located on the Lot (including, without limitation Dwelling, residence, Detached Structures, fences, walls, walks, driveways, other structures or improvements, and the landscaping, grading or drainage thereof) have been completed in a good workmanlike manner in compliance with this Declaration and the plans

and specifications as approved by the Architectural Committee, then the Architectural Committee will provide to such Owner a notice of approval in recordable form. With respect to such improvements, the notice of approval when recorded shall be conclusive evidence of compliance with the provisions of this Declaration and the plans and specifications as approved by the Architectural Committee.

Section 5.6. For Value, Good Faith Encumbrances and Purchasers. As to purchasers and/or encumbrances in good faith and for value, unless notice of non-compliance, non-completion, or non-conformance identifying the Lot in violation and stating with reasonable particularity the reason of the notice issued by or on behalf of the Architectural Committee or the Board shall have been recorded in the real estate records of the County Clerk of McClain County, Oklahoma, within one year following the completion of or cessation of work on such improvements, or unless legal proceedings have been instituted to enforce compliance, completion or conformance with said one year period, then the completed improvements shall be deemed to be in compliance and conformance with the plans and specifications approved by the Architectural Committee and in compliance with this Declaration, but only in respect to such purchaser and/or encumbrance in good faith and for value.

Section 5.7 Public Approvals and Design Standards. No Dwelling, residence, Detached Structure, fence, wall, walk, driveway or other structure or improvement of whatever type shall be commenced, erected or maintained within the Property, nor shall there be any addition to or change to the exterior of any Dwelling, Detached Structure, fence, wall, walk, driveway or other structure or improvement upon a Lot, or the landscaping, grading or drainage thereof until all pertinent requirements of public agencies have been met. Each Owner must verify code requirements. Standards adopted, used or referred to by the Architectural Committee, may be more restrictive in land use, site development standards, landscape requirements or in other matters than are public agency standards or requirements. In every case in which the standards or approvals given by a Architectural Committee are at variance with public agency requirements, the more restrictive regulations shall govern.

Section 5.4. Liability of Architectural Committee. Neither the Architectural Committee nor any member, employee or agent thereof, shall be liable to any Person submitting plans for approval, or any other Person, by reason of mistake in judgment, negligence, or nonfeasance, arising out of or in connection with the approval, disapproval or failure to approve any such plans, or for any other action in connection with its or their duties hereunder. Further, by its approval of plans and specifications, the Architectural Committee shall not be deemed to have approved the same for engineering design, or for compliance with zoning and building ordinances, and by approving such plans and specifications neither the Architectural Committee, the members thereof, the Community Association in question, any of its members, its officers, its Board nor the Declarant assumes any liability or responsibility therefor, or for any defect in any structure or improvement constructed from such plans and specifications. Neither the Architectural Committee, any member thereof, the Community Association in question, its officers, its Board nor the Declarant shall be liable to any Owner or other Person for any damage, loss or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications (iii) the development, or manner of development, of any property within the Property. Approval of plans and specifications by the Architectural Committee is not, and shall not be deemed

to be, a representation or warranty that said plans or specifications comply with applicable governmental ordinances and regulations including, but not limited to, zoning ordinances and building codes.

ARTICLE VI

GENERAL RESTRICTIONS

Section 6.1. Exception as to Declarant. None of the Restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of the Declarant, the Declarant's agents, employees, sub-contractors, or other parties designated by the Declarant, in connection with the construction, completion, sale, or leasing of any Lot, Common Area, or other part of the Property.

Section 6.2. Residential Use. Each Lot may be used only for residential purposes and no other and no occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any improvement located thereon, except:

(a) Real estate sales, management and construction offices may, with prior written consent of Declarant, be erected, maintained and operated on any lot or in any building or structure now or hereafter erected on any Lot provided the offices are used solely in connection with the development of the Property or the construction of improvements on the Property, or the management, rental or sale of any part of the Property, or of improvements now or hereafter erected thereon.

(b) Any Lot or other parcel of land comprising the Property, and any improvements now or hereafter erected thereon may, with the prior written consent of Declarant, be used for a playground, non-profit community swimming pool, non-profit community tennis court, park, place of public assembly for community meetings, automobile parking area for non-commercial vehicles while the passengers are using or attending any of the above activities, and for the usual purposes incidental to the foregoing.

All Lots are hereby classified as single family lots and, except as immediately above provided, shall be occupied exclusively for a Dwelling of not to exceed two and one-half (2-1/2) stories in height with an attached, fully enclosed, private garage, the amenities associated therewith including spas and swimming pools, and permitted Detached Structures including guest houses and domestic employee quarters, all of the same being subject to prior approval by the Architectural Committee. Guest houses may be occupied only by occasional visitors and non-paying guests of the Owner. Domestic employee quarters may be occupied only by bona fide domestic employees of the Owner and occasional visitors or occasional non-paying guests of the domestic employees of the Owner. Under no circumstances may any guest houses or domestic employees quarters be held for rent or used for any commercial purpose.

Section 6.3. No Subdividing of Lots. No Lot shall contain more than one (1) Dwelling, unless lot split approval or lot line adjustment is obtained from the Town of Goldsby and the Architectural Committee.

Section 6.4. Garages. Garages are to be given the same architectural treatment and be constructed of the same materials as the Dwelling. All garages must be side entry or rear entry unless the Architectural Committee, on a case by case basis, shall have determined that the lot will not readily accommodate a side entry or rear entry garage. Each garage shall have a maximum space for not more than four (4) automobiles. Each garage shall have a minimum space for not less than three (3) automobiles unless the Architectural Committee, on a case by case basis, shall have determined that the Lot will not readily accommodate a garage having a minimum space for not less than three (3) automobiles. In no event shall a garage have a minimum space for less than two (2) automobiles. No garage shall ever be converted into a room or living area. Garages shall be used for the storage of vehicles. Garage doors shall not be kept open for extended periods of time and shall be kept closed except when opened for the removal or parking or replacing of a vehicle or other item from the garage or for other necessary ingress or egress. Open carports shall be prohibited.

Section 6.5. New Construction Only. All Dwellings shall be of new construction, and no Dwelling (new or used) may be moved from another area into the Property. Mobile homes of any kind shall not be allowed to be placed or parked either permanently or temporarily on any Lot.

Section 6.6. Building Limits. No Dwelling or Detached Structure shall be located on any Lot nearer to a street than the minimum building set-back lines shown on the recorded plat. Generally the Dwellings fronting on a street shall be sited or set back uniform distances from the street, unless the Architectural Committee, on a case by case basis, shall have determined that the Lot will not readily accommodate uniform set back distances. No Dwelling or Detached Structure shall be located nearer than ten (10) feet to a side lot line. For the purpose of this covenant, eaves, bays, steps and uncovered porches shall not be considered as part of a Dwelling; provided, however, that this shall not be construed to permit any portion of a Dwelling or Detached Structure on a Lot to encroach upon another Lot.

Section 6.7. Location of Dwelling. All Dwellings shall face the front of the Lot, or in the case of corner Lots, the Dwelling may face the street on the side of the Lot.

Section 6.8. Easements and Drainage. Reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these utility reserves 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 utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each Lot and all improvements permitted therein shall be maintained continuously by the Lot Owner, except for these improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows 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 Owner's responsibility; and it shall be the responsibility of the Owner to: (a) keep the easements, channels and swales 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 Owner's Lot, (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 or utility company is responsible, and (c) conform to the drainage plan for the Property on file with the Town of Goldsby.

Section 6.9. Landscaping. Each Owner shall install, at their own cost, solid slab sod, plug, sprig or seed lawns on the front and side portions of the Owner's Lot, excepting those areas established for landscaping planters, flower beds or other ground cover. Such solid slab sod, plugs, sprigs or seeding shall be installed within thirty (30) days of the time of completion of the construction of the Dwelling upon the Lot, unless such time be extended to a date certain in writing by the Architectural Committee. All Lot Owners shall continuously maintain landscaping with respect to each of their Lots, such as mowing of lawn areas and planting and maintaining of shrubs and trees. Front and side lawns consisting exclusively of unmowed grasses and flowers shall be prohibited.

Section 6.10. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the adjoining Lot Owners. No outside spot lights, flood lights, or similar lighting shall be utilized on any Lot in a manner or location which unreasonably interferes with the enjoyment of any adjoining Lot. Appropriate seasonal lighting may be displayed on a Lot from November 1 of each year to January 20 of the following year. With respect to each Lot, drainage as established in the development plan for the Property shall be maintained and preserved by the Lot Owner.

Section 6.11. Minimum Square Footage. The minimum square footage area requirements for any Dwelling shall be two thousand (2,000) square feet. If the Dwelling is more than one (1) story in height, the ground floor must contain a minimum of one thousand six hundred (1,600) square feet. This minimum figure is for heated and cooled living space, and is exclusive of garages, covered porches and breezeways.

Section 6.12. Air Conditioners. No window-type air conditioners shall be permitted in Dwellings or Detached Structures.

Section 6.13. Trash Receptacles, Refuse, Garbage. All trash receptacles shall not be (i) Visible from Neighboring Property or (ii) Visible from the Street. Except as may be reasonably necessary during approved construction, no refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a Lot.

Section 6.14. Utility Lines. All service lines for telephone, cable TV and other utility services shall be kept underground.

Section 6.15. Septic Tanks. All septic tanks and lateral lines must conform to minimum applicable State and municipal regulations and shall be constructed in accordance with the recommendation of the Department of Environmental Quality. Prior to covering any septic tank system, the owner must obtain and pass inspection from the State Health Department or such other governmental agency or body as shall then be responsible for such inspections and approvals. No septic tank system may be constructed on one lot which would interfere with the property drainage either on the Lot of the Owner or any other Lot. Lagoon systems are not permitted.

Section 6.16. Pond or Creek. Each Owner of a Lot which adjoins or is adjacent a pond or creek shall take actions and perform all maintenance work necessary to control erosion, including, but not limited to, the planting and maintaining of grass, shrubbery or ground cover and the construction and installation of landscape timbers and retaining walls. No retaining wall and landscape timbers shall be constructed or installed on any Lot except in compliance with plans and specifications therefor which have been submitted to and approved by the Architectural Committee.

Section 6.17. Animals. No animals, fish, reptiles or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes; provided, however, that more than two (2) dogs, cats or similar domestic animals shall not be allowed. No dog runs or kennel pens shall be permitted. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Board shall determine, in its sole discretion, whether for the purposes of this Section, a particular animal, fish, reptile or fowl shall be considered to be a house or yard pet, or a nuisance, or whether the number of pets on any Lot is unreasonable; provided, however, that horses, mules, donkeys, cattle, pigs, goats, ostriches, llamas, sheep and other domesticated farm animals shall not be considered as house or yard pets hereunder.

Section 6.18. Signs. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the Lot for sale or rent, or signs used by a builder to advertise the Lot during the construction and sales period, or signs placed by Declarant to advertise or identify the Property during development. Nothing herein shall restrict Declarant's right to construct entrance gateways or permanent signs identifying the development.

Section 6.19. Antennas and Satellite Dishes. Unless prior approval of the Architectural Committee is first obtained, radio and television and other antennas shall be located inside the Dwelling or located on the Lot so as to not be Visible from Neighboring Property or Visible from the Street. One (1) satellite dish of not in excess of thirty (30) inches in diameter or diagonal measurement shall be permitted on any Lot or Dwelling so long as it is not Visible from Neighboring Property; provided, however, if the satellite dish cannot be placed upon the Lot or Dwelling in a location that complies with the foregoing location restriction and receive quality programming signals, it may be relocated to a place on the Lot or Dwelling so long as it is not Visible from the Street.

Section 6.20. Solar Equipment. No solar equipment shall be allowed on the exterior of any structure in the Property, unless specifically approved as to type and location by the Architectural Committee.

Section 6.21. Roof. Roofing material to be used on pitched, hipped or mansard roofs shall be red cedar wood shingles, or if approved in writing by the Architectural Committee, tile, slate or other natural material. Alternate acceptable materials will be determined by the Architectural Committee and must be approved by the Architectural Committee, provided that composition roofs may not be approved unless the same consist of shingles which reasonably mimic the appearance of red cedar wood shingles, tiles, slate or other approved natural materials. Pitched roofs must have a minimum 8/12 pitch, unless a different pitch is approved by the Architectural Committee.

Section 6.22. Exposed Stems. No exposed stems walls or grade beams will be allowed on any structure.

Section 6.23. Exterior of Structures. The principal exterior of any structure (consisting of the first ten (10) feet in height) in the Property shall be at least seventy percent (70%) brick, stone or masonry, and the other thirty percent (30%) balance of the exterior may be of frame, wood, shingles or other material which will blend together with the brick or masonry, unless a different coverage is approved by the Architectural Committee. It is the intention of this restriction to allow panels of other materials other than brick, stone or masonry to be used, but in no event shall a continuing wall consisting of fifty percent (50%) of the exterior of the residence be built of any material other than brick, stone or masonry. This restriction is intended to restrict a substantial portion of the principal exterior of residences to brick, stone or masonry construction, but is modified to allow the use of other materials to blend with the brick, stone or masonry to eliminate repetition of design. Any deviation from the above must be approved in advance by the Architectural Committee. All chimneys shall be of brick or masonry construction. No exposed frame or steel flue chimneys shall be allowed.

Section 6.24. Vehicles and Storage. No truck, bus, trailer, or commercial vehicle of any kind or any motor vehicle shall be parked or permitted to remain parked on the street adjacent to any Lot except for such period of time as may be reasonably necessary in order to make pick ups or deliveries to the Lot, or to do work or make repairs on the Lot. No motor vehicle, truck, boat, bus, trailer, tractor, motor home, recreational vehicle or camper shall be stored or habitually parked on the street adjacent to any Lot. Neither streets nor Driveways are to be used for storage areas for such items as boats, trailers, tractors, other machines, motor homes, recreational vehicles, lumber, campers, house trailers, mobile homes, tractors, other agricultural or commercial machinery, airplanes or of for the storage or habitual parking of motor vehicles. The continuous or habitual parking within the Property of trucks exceeding 3/4 ton capacity in size ("Trucks") or delivery vans of any type, or of any truck designed for hauling gasoline or liquefied petroleum products, or of any type or size of truck or other commercial vehicle having an advertising sign or the name of a firm, business or corporation affixed thereon or painted thereon, except standard passenger vehicles, shall be prohibited. Boats, trailers, tractors, other machines, motor homes, recreational vehicles or campers may be kept on that portion of a Lot which no closer to the street than the back corner most distant from the street of the Dwelling constructed on the Lot, provided the same are neither Visible from Neighboring Property nor Visible from the Street.

Section 6.25. Vent Pipes. All vent pipes are to be kept at a minimum height and are to be of such material or be painted so as to blend with the roof.

Section 6.26. Storage of Building Materials. No building materials are to be placed or stored on any Lot until construction is to begin, and construction shall be completed within one (1) year from commencement of construction. During construction, the Owner shall provide and use a trash container.

Section 6.27. Usage of Easements. 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 as easements, sewer and other pipelines, conduits and any other method of conducting or performing any public utility or quasi-public utility function above or beneath the surface of the ground, with the right of access any time to the same for the purpose of repair and maintenance.

Section 6.28. Above Ground Swimming Pools, Treehouses and Platforms, and Play Towers. No above ground swimming pools shall be permitted. Unless prior approval of the Architectural Committee is first obtained, treehouses and similar platforms located in trees on any Lot shall be located on the Lot so as to not be Visible from Neighboring Property or Visible from the Street. Unless prior approval of the Architectural Committee is first obtained, play towers or other similar structures on any Lot shall be located on the Lot so as to not be Visible from the Street.

Section 6.29. Fences and Screens. Except as otherwise required by municipal ordinance or other applicable law, fences or screening will not be constructed within the Property except as permitted in writing by the Architectural Committee. The location, design and materials comprising any fences or screening shall be subject to the prior approval of the Architectural Committee. No fences of any kind shall be installed on any Lot between the front lot line and the front building set-back line as shown on the plat, or in the case of a corner lot, between the front lot line and the front building set-back line, nor between the side building line adjacent to the side street and the side street property line.

Generally, no fence or screen (other than retaining walls) shall be closer to the street than the front corner most distant from the street of the Dwelling constructed on the Lot; and generally, where two adjacent Dwellings are situated on Lots fronting on a street and are set back different distances from the street, no fence or wall between them (other than retaining walls) shall be closer to the street than the front corner most distant from the street of the Dwelling most distant from the street; provided, however, that the Architectural Committee may in its discretion grant exceptions to this restriction. No chain link fences shall be allowed.

Section 6.30. Mailboxes. If other than cluster mailbox service is permitted by the U.S. Postal Service, then mailboxes used at the front lot line are to be selected from drawings to be provided by or approved by the Architectural Committee, and all such mailboxes used at the front lot line will be housed in a structure faced with masonry material compatible with the brick or masonry on the Dwelling on the Lot.

Section 6.31. Temporary Structure. No structure of a temporary character, such as a trailer, mobile home, tent, garage, barn or other outbuilding, shall be allowed on any Lot at any time, except upon written permission from the Architectural Committee during the construction of the Dwelling on the Lot.

Section 6.32. Vacant Lots, Mining, Drilling. No trash, refuse, caves or treehouses are to be placed, constructed or stored on any vacant Lot. No drilling or exploration for hydrocarbons or mining for sand or minerals shall be permitted on any Lot.

Section 6.33. Pool Equipment. No pool equipment, including pumps and heaters, on any Lot shall be Visible from Neighboring Property.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such litigation shall be entitled to the award of a reasonable attorney fee to be paid by the other party. Although, so long as Declarant is an Owner, it may bring an action to enforce the provisions of this Declaration, Declarant has no duty to do so.

Section 7.2. Right to Expand. Declarant intends to add and annex certain other real property within the SW4 of Section 23, T.8.N., R.3.W., I.M., that is bordering, near or adjacent to Sunset Ridge Estates I or that is bordering, near or adjacent to Additional Property added by Supplementary Declaration. Upon and in the event, in the future, Declarant, its successors and assigns, plats subsequent additions in said SW4 of said Section 23, Declarant shall have the right and authority, by Supplementary Declaration, to annex such additional real property to this Declaration.

Section 7.3. Supplementary Declaration. The additions authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions (herein called "Supplementary Declaration") with respect to the Additional Property which shall extend the scheme of the covenants, voting rights and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Additional Property, provided they are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants and restrictions established by this Declaration as to the Property covered thereby prior to such addition.

Section 7.4. Term and Amendments. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by a vote of the Owners of ninety percent (90%) of the Lots (which must include any additional Lot Owners in subsequently annexed property to this Declaration), and thereafter by a vote of the Owners of seventy-five percent (75%) of the Lots (which must include any additional Lot Owners in subsequently annexed property to this Declaration).

Section 7.5. Severability. Invalidity 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 7.6. Right to Assign. The Declarant, by an appropriate instrument or instruments, may assign or convey to any Person any or all of the rights, reservations, easements and privileges herein reserved by Declarant, 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 7.7. Exemption of Declarant from Restrictions. Anything in this Declaration to the contrary notwithstanding, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of the Declarant, its employees, agents, subcontractors or other parties designated by it in connection with the construction, completion, improvement or sale of the Addition or any part or component thereof.

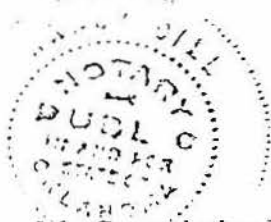
In witness whereof, the undersigned Declarant, as owner of all of Sunset Ridge Estates I, an addition to Goldsby, Oklahoma, hereby executes the same as of the date and year shown in the acknowledgment.

Bill Scott Adkins
Bill Scott Adkins

Lysbeth Gayle Adkins
Lysbeth Gayle Adkins

STATE OF OKLAHOMA)
) SS
COUNTY OF CLEVELAND)

This instrument was subscribed, sworn to and acknowledged before me on March 30th, 2005, by Bill Scott Adkins and Lysbeth Gayle Adkins, husband and wife.



Nancy J. Dill
Notary Public

My Commission No. 99018776 Expires 11/18/2007

EXHIBIT A

SUNSET RIDGE ESTATES I, an Addition to Goldsby, McClain County, Oklahoma according to the recorded plat thereof, being a part of the SW1/4 Section 23, T.8 N., R.3 W., I.M. in McClain County, Oklahoma and being more particularly described by metes and bounds as follows:

COMMENCING at the SW Corner of said Section 23, THENCE South $89^{\circ}56'54''$ East and along the South line of said Section 23 a distance of 330.00 feet to the POINT OF BEGINNING;

THENCE North $00^{\circ}01'14''$ West a distance of 1385.91 feet;

THENCE South $75^{\circ}18'17''$ East a distance of 135.95 feet;

THENCE South $58^{\circ}03'02''$ East a distance of 1095.19 feet;

THENCE South $00^{\circ}01'19''$ East a distance of 772.84 feet to the South line of said Section 23;

THENCE North $89^{\circ}56'54''$ West and along said South line a distance of 1060.58 feet; to the POINT OF BEGINNING, containing 1,166,837.12 sq.ft. or 26.7869 acres, more or less.