

- 1) PROPERTY USE. The Subdivision and all lots therein shall be used only for one single-family residence. Each lot shall be allowed to have one outbuilding no larger than the square footage of the home. Small, home based businesses may be operated as long as the traffic is not offensive to neighbors.
- 2) CONSTRUCTION REQUIREMENTS. The construction of residences on lots in the Subdivision shall be governed by the following specifications.

Minimum 1300 square foot site built homes of stone, brick, wood, stucco or vinyl, log cabins and homes with metal roofing or siding materials shall be permitted exteriors, provided such materials are of suitable quality, grade and coloration so as to conform and harmonize with other improvements in the Subdivision. No excessively bright colors or light shading shall be permitted on the exteriors of any building in the Subdivision.

Manufactured homes which are doublewide with composition shingles, entrance decks which are at least 4 foot by 6 foot with appropriate steps and hand rails, and are no older than 5 years old unless approved in writing by the seller may be moved onto a lot. The home must be skirted within 30 days.

All driveways must be in place and graveled within 30 days.

All sanitary sewage systems shall be constructed in accordance with all applicable governmental regulations. The location of all septic tanks, filter beds or other sanitary sewage disposal systems shall be approved in writing by DEQ prior to the installation thereof. All sanitary sewage disposal systems shall be maintained in a healthful and sanitary condition. No sewer lagoons shall be allowed.

Water service will be by private well. Well houses must be of painted cement block to harmonize with the home, wood, or of prefab construction.

All materials excavated from any lot in the Subdivision shall remain within the Subdivision and shall be distributed within the Subdivision as directed by the Developer.

- 3) REPLATTING. No lot or lots shall be divided to create additional lots.
- 4) OFFENSIVE ACTIVITIES. No noxious, hazardous, or offensive trade, object, or activity which may be or may become a nuisance, hazard, or danger to the neighborhood, by sight, sound, odor, or otherwise, shall be performed or maintained on any lot or other part of the Subdivision. All items, toys, tools, materials, equipment, etc. shall be screened from view either behind a privacy fence or within a storage building when not being used.
- 5) ANIMALS. Only domestic pets shall be kept within the subdivision and shall be fenced at all times unless on a leash. Pet enclosures must be kept clean, and odor and insect or pest free. No animal commonly bred for aggressive purposes may be kept on any lot.
- 6) PROPERTY MAINTENANCE. All lot owners shall keep their property well maintained and in a presentable condition. Owner shall be notified by certified mail if appearance or conditions become unsatisfactory. Purchaser is required to notify Developer of change of address by certified letter. If the condition of said lot is not adequately improved within ten days of the mailing of such notice, the Developer may undertake any reasonable acts necessary to improve the condition of the lot. Any charges sustained by the Developer may be charged to the lot owner, and be recorded as a lien against said lot. Such liens may be enforced against the property as permitted by law.
- 7) VEHICLE STORAGE. No abandoned or broken down vehicles may be parked or stored within the confines of the Subdivision unless enclosed and concealed from view within a garage on the owners property. This provision, to the extent permitted by law, shall apply to those parts of the Subdivision dedicated as public roadways.
- 8) SUPPLY STORAGE. All new or used construction materials, supplies, unused machinery, or the like shall be stored inside a building and concealed from view, unless it is to be used immediately for construction of structures on lots.

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- 10) FENCING. Fencing on road frontage should be limited to wood, p.v.c, or welded cable or pipe.
- 11) ENFORCEMENT OF RESTRICTIONS. Any lot owner in the Subdivision shall be entitled to prosecute another land owner to enforce restrictions or to recover damages from restrictions not followed.
- 12) INVALIDATION OF RESTRICTIONS. Invalidation of any portion of these restrictions by judgment or Court order shall not affect any remaining restrictions, which shall remain in full force and effect and be construed reasonably and as closely as possible to the original intent of the Developer.
- 13) ASSIGNMENT BY DEVELOPER. The Developer shall have the right to sell, assign, transfer, or convey the rights of the Developer. Any such transfer shall be in writing and recorded in the office of the recorder of Deeds, Comanche County, OK. The Developer may, from time to time, appoint a designated agent to act for the Developer, and shall, upon request, furnish satisfactory evidence concerning the appointment and authority of said representative.
- 14) LIMITATION OF LIABILITY. In no event shall any action or inaction by the Developer in regard to the Developers powers or duties expressed herein constitute or give rise to any liability against the Developer, provided such action or inaction does not constitute fraud or gross negligence.
- 15) AMMENDMENT OF RESTRICTIONS

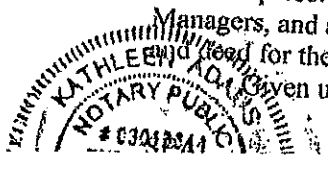
By Declarant. This Declaration may be amended by the Declarant, acting alone, until March 1, 2010, and thereafter for so long as Declarant holds ownership majority of the lots. No amendment by Declarant shall be effective until there has been recorded in the Official Records of Comanche County, Oklahoma, an instrument executed and acknowledged by Declarant and setting forth the amendment, and, if amended after March 1, 2010, an instrument executed and acknowledged by 60% of the lot owners.

Michael A. Ayers
Michael A. Ayers

M. Janine Ayers
M. Janine Ayers

STATE OF OKLAHOMA, COUNTY OF KIOWA SS:

Before me the undersigned, a Notary Public, in and for said County and State, on this 12th day of June, 2007, personally appeared M. Janine Ayers and Michael A. Ayers, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its Managers, and acknowledged to me that they executed the same as their free and voluntary fact, and I read for the uses and purposes therein set forth.



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