

PROTECTIVE COVENANTS

STATE OF OKLAHOMA)

)

COUNTY OF GARVIN)

Number of Pages 5

Revised Feb 1, 2010

That I, the undersigned James Harvey Yoakum, am Manager for Sunrise Development Co., LLC, which owns the majority of title or interest in the described real property and premises, except easements as recorded to wit:

The surface & surface estate only in and to the following described land: The SE/4 NW/4 and the SE/4 SW/4 NW/4 and NW/4 SW/4 and the W/2 NE/4 SW/4 and the NW/4 SW/4 SE/4 and the N/2 S/2 SW/4 of Section 18, Township 4 N, Range 1 E of the I.B.M. Garvin County.

Hereinafter to be known as EASTRIDGE COUNTRY ESTATES

That Sunrise Development Co., LLC has divided said tract into smaller tracts for residential purposes and 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, our successors and residents of the Eastridge Country Estates in title to the subdivision of said tract, we hereby impose the following protective covenants to which it shall be incumbent upon our successors to adhere:

1. No one-story or two story single-family main residential building shall ever be constructed or erected on any tract, tracts or building site unless the ground floor area exclusive of any porches, breezeways and attached garages is at least eighteen hundred (1800) square feet. All buildings shall be of new construction and all buildings must be completed within twelve (12) months from the time of the beginning of their construction. Prior to commencement of construction, written approval must be obtained from the Design and Beautification Review Committee (DBRC), concerning outside materials and colors.



2. No tract shall have installed on it any sewage disposal system or water supply system without prior approval of the Oklahoma Department of Environmental Quality or County Health Department. Under no circumstance shall open lagoon waste water disposal systems be allowed on any tract.
3. All lots within the subdivision shall generally be known and designated as single family residential building tracts. Structures shall not be erected that would not be incidental to single family residential use of the tract; however, exceptions may be made on a case by case basis. Requests for exception must be justified and presented to the DBRC for review and decision.
4. No building of any type shall be located nearer than twenty (20) feet to any property line, nor nearer than fifty (50) feet of any road right-of-way. Exceptions may be made if conditions warrant. Any requests for exception must be approved by the DBRC.
5. Any ancillary buildings, garages, barns, storage sheds etc., built on any tract shall be constructed of new materials and should be compatible with the design of the house. Said buildings shall not obstruct the view of any other landowner. All fences between properties and along roads shall be constructed of new material and be properly maintained. All outside construction including fence design, construction and placement require prior approval of the DBRC.
6. At no time in the future shall any tract be subdivided and said tracts will remain at size.
7. Mobile homes of any kind shall not be permitted. Modular homes of any kind shall not be permitted.
8. In the event that a tract or tracts are purchased and construction is not started immediately, owners are responsible for mowing, trash removal and whatever else is required to keep their lot presentable.
9. Dogs and cats are permitted as pets only. No more than three (3) pets per residence are allowed. Residents must maintain control of pets at all times. Pets should not be allowed to roam free in the residential area.
10. Refuse, sewage, chemicals or any other materials hazardous to the health of humans or animals must be stored or disposed of in accordance with the Oklahoma Department of Environmental Quality and County Health Department regulations.
11. No inoperable vehicles, vehicles parts, motorcycles, travel trailers, or any other type of appliance or vehicle in an inoperable condition can be stored on the property.
12. Operable vehicles, motor homes, travel trailers, motorcycles, or any other operable recreational vehicle or trailer must be parked behind or beside residence away from roadways or inside appropriate storage building.

13. Semi-tractors and/or semi trailers shall not be allowed to park on roadways and/or in front of residences.

14. Unruly or loud disturbances are not allowed on any tract, whether occupied or not.

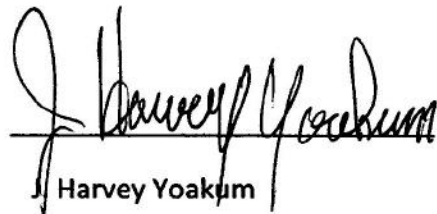
The Design and Beautification Review Committee is the successor to the Architectural Review Committee. This committee consists of the developer and four property owners appointed by the developer.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2015, at which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of homeowners and tract owners has been agreed to and recorded changing said covenants in whole or in part.

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 Eastridge Country Estates to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent the action or to recover damages or other dues for such violations.

In the event any one of these covenants is invalidated by judgment of court order, such invalidation of one or more of these covenants shall in no way affect any of the other provisions which shall remain in force and effect.

Signed and delivered this 10 day of Feb, 2010


J. Harvey Yoakum

PROTECTIVE COVENANTS

STATE OF OKLAHOMA)

COUNTY OF GARVIN)

ss.

Number of Pages: 4

Date: February 20, 2008

That I, the undersigned, J. Harvey Yoakum, am Manager for Sunrise Development Co., LLC, which owns the following described real property and premises, except easements filed of record, to wit:

A tract of land located in the North Half of the South Half of the South Half (N/2 S/2 S/2) of Section Eighteen (18), Township Four (4) North, Range One (1) East of the Indian Meridian, Garvin County, Oklahoma, more particularly described as follows: Beginning at the Southeast Corner of the North Half of the Southwest Quarter of the Southeast Quarter (N/2 SW/4 SE/4) of said Section 18; thence N89°49'03"W along the South line of said N/2 S/2 S/2, Section 18 a distance of 1790.03 feet; thence N0°13'03"E along the East line of Lot 7 of Eastridge Country Estates, a subdivision of part of said Section 18 a distance of 416.56 feet to the Southeast corner of Lot 38 of said Eastridge Country Estates; thence N29°59'26"E along the East line of said Lot 38 a distance of 281.94 feet to the North line of said N/2 S/2 S/2, Section 18; thence S89°48'21"E 1640.96 feet of the Northeast corner of the N/2 SW/4 SE/4 of said Section 18; thence SO°34'08"E 660.91 feet to the Point of Beginning, containing 26.7 acres, more or less.

Hereinafter to be known as THE OAKS AT Eastridge Country Estates

That Sunrise Development Co., LLC, has divided said tract into smaller tracts for residential purposes and 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, our successors and members of the Oaks Homeowners Association in title to the subdivision of said tract, we hereby impose the following protective covenants to which it shall be incumbent upon our successors to adhere:

1. Every Primary Residence constructed on a lot shall have not less than Twenty Five Hundred (2500) square feet of floor devoted to living purposes, exclusive of roofed or un-roofed porches, terraces, basements or garages. Every primary residence shall have an attached garage of sufficient size to house not less than two cars. Each residence shall provide a paved, hard-surfaced driveway and off-street parking for at least four cars excluding the two garage spaces. Buildings

1-2008-001398 Book 1837 Pg: 939
02/21/2008 11:00 am Pg 0939-0942
Fee: \$ 19.00 Doc: \$ 0.00
Gina Mann - Garvin County Clerk
State of Oklahoma



19



CERTIFICATE OF TRUE COPY

I, _____, County Clerk for Garvin County,
hereby certify that the foregoing is a full,
true and correct copy of the foregoing.

shall be of new construction and all buildings must be completed within twelve (12) months from the time of the beginning of their construction. Prior to commencement of construction, written approval must be obtained from the Architectural Review Committee, concerning outside materials and colors.

2. No tract shall have installed on it any sewage disposal system or water supply system without prior approval of the Oklahoma Dept. of Environmental Quality or County Health Dept. Under no circumstance shall open lagoon wastewater disposal systems be allowed on any tract.
3. All lots within the subdivision shall be known and designated as single-family residential building tracts. No Structure shall be erected that would not be incidental to single family residential use of the tract. No paying guests shall reside in any Primary Residence as part of a rental or lodging business. This does not prevent the renting or leasing of an entire Primary Residence as a single residence to a single family.
4. No building of any type shall be located nearer than ten (10) feet to any property line, nor nearer than fifty (50) feet of any road right-of-way.
5. All buildings and structures which are accessory to the Primary Residence such as but not limited to, swimming pools, tennis and other sports courts, pool houses, storage buildings and the like shall be constructed of the same or complementary materials and colors as the Primary Residence located on the lot.
6. All fences between properties and along roads shall be constructed of new material and be properly maintained. Any fence or post erected may not be covered or constructed with aluminum galvanized or other reflective material. Three-rail poly fencing is encouraged to maintain the continuity of the area. Fence design, construction and placement require prior approval of the Architectural Review Committee.
7. At no time in the future shall any tract be subdivided and said tracts will remain at size.
8. Mobile homes of any kind shall not be permitted. Modular homes of any kind shall not be permitted.
9. In the event that a tract or tracts are purchased and construction is not started immediately, owners are responsible for mowing, trash removal and whatever else is required to keep their lot presentable.
10. No cattle, horses, emus, ostriches or other large livestock shall be kept, bred, boarded or maintained for commercial purposes, with the exception that they may be permitted one (1) animal per acre for 4-H, FFA club projects or for personal use. Dogs and cats are permitted as pets only. No more than three (3) pets per

residence are allowed. Swine or fighting chickens are not allowed. In no instance shall any animals be allowed on any tract until a residence has been constructed and occupied. Any animal that constitutes an annoyance or nuisance because of repeated noise or trespassing on adjacent areas, shall be removed. If the area where animals are maintained is unsightly, in disrepair or is a hazard to health and welfare of the residents, animals and housing area shall be removed.

11. No refuse, sewage, chemicals or any other materials hazardous to the health of humans or animals can be stored on any tract.
12. No inoperable vehicles, vehicle parts, motorcycles, travel trailers or any other type of appliance or vehicle in an inoperable condition can be stored on the property.
13. Operable vehicles, motor homes, travel trailers, motorcycles, or any other operable recreational vehicle or trailer must be parked behind or beside residence away from roadways or inside appropriate storage building.
14. Semi-tractor trailers shall not be allowed to park on roadways or in front of residences.
15. Unruly or loud disturbances are not allowed on any tract, whether occupied or not.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2015, at which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of homeowners and tract owners has been agreed to and recorded changing said covenants in whole or in part.

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 The Oaks at Eastridge Country Estates to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent the action or to recover damages or other dues for such violations.

In the event any one of these covenants is invalidated by judgment or court order, such invalidation of one or more of these covenants shall in no way affect any of the other provisions, which shall remain in force and effect.

Signed and delivered this 20th day of February, 2008.


J. HARVEY YOAKUM, Manager
SUNRISE DEVELOPMENT CO., LLC

1-2008-001398 Book 1837 Pg: 941
02/21/2008 11:00 am Pg 0838-0942
Fee: \$ 19.00 Doc: \$ 0.00
Gina Mann - Garvin County Clerk
State of Oklahoma