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DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR

DRAKESTONE ADDITION
SECTION IV

STATE OF OKLAHOMA §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF CANADIAN §

THAT DRAKESTONE CORP., an Oklahoma corporation (the "Declarant"), 4229 Royal Avenue, Suite 100, Oklahoma City, Oklahoma 73108, is the owner of all the lots shown on the Final Plat of DRAKESTONE ADDITION, SECTION IV (the "Property") an Addition to the City of Oklahoma City (the "City"), Oklahoma, according to the plat thereof (the "Plat") filed in the Office of the County Clerk of Canadian County (the "County"), Oklahoma, and recorded in Plat Book 8, Page 338, a true and correct description of the property (the "Property") included in said Plat being:

Lots One (1) thru Ten (10), inclusive, Block Ten (10);
Lots One (1) thru Forty (40), inclusive, Block Eleven (11); and
Common Area "F".

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Declarant has subdivided the Property into single-family lots and Common Area "F" as shown on the Plat. As used herein, "lot" and "lots" shall refer only to the numbered plots shown on the Plat (not Common Area "F") and shall not refer to public areas, parks, esplanades, tracts owned or subsequently acquired by any public body, or any plot or tract shown as a reserve whether designated as unrestricted or not.

Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of establishing a general scheme for the development of all of the lots in the Property and for the purpose of enhancing and protecting the value, attractiveness and desirability of said lots and which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and which shall inure to the benefit of each owner thereof.

The Property subject to this Dedication may be increased at such time that additional real estate sections to Drakestone Addition are added to Drakestone Addition, Section I, Section II, Section III and this Section IV. Such additional sections shall constitute land in the vicinity, presently owned by Declarant; such residential sections shall be made subject to these Covenants, Conditions and Restrictions and the owners of such residential lots shall become members of the property owners association and subject to the same obligations and benefits that the owners of lots in this Plat are entitled. The Declarant shall

have the right by instrument duly recorded in the Office of the County Clerk of Canadian County, Oklahoma to add such additional sections to Drakestone Addition. In addition, the owners of lots in the additional sections that in the future comprise part of Drakestone Addition shall have the right to enforce the Covenants, Conditions and Restrictions contained in this Declaration, as well as the individual lot owners of Section 1, Section II, Section III and Section IV shall have the right to enforce the Covenants, Conditions and Restrictions contained in additional sections that shall in the future comprise Drakestone Addition.

ARTICLE I

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 1.1 Residential Use. All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residences may not exceed two (2) stories in height.

Section 1.2 Single-Family Use. Each residence may be occupied by only one (1) family consisting of persons related by blood, adoption or marriage or no more than two (2) unrelated persons living and cooking together as a single housekeeping unit.

Section 1.3 Garages. Each residence shall have a garage suitable for parking not less than two (2) nor more than three (3) standard size automobiles, which garage conforms in design and materials with the main structure. All garage doors shall be closed at all times except as may be necessary for the entry and exit of vehicles and persons.

Section 1.4 Restrictions or Resubdivision. Except for replats undertaken by Declarant, none of the lots shall be subdivided into smaller lots.

Section 1.5 Driveways. All driveways shall be surfaced with concrete or a similar substance approved by the Committee. The width of the driveway insofar as its capacity to park cars side by side shall not exceed the number of cars to be parked in the garage, i.e., the width of the driveway cannot be for three cars, if the garage is a two-car garage.

Section 1.6 Uses Specifically Prohibited.

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses and buildings for storage of

lawn maintenance equipment, which may be placed on a lot only in places which are not visible from any street on which the lot fronts or by any other lot owner) shall be permitted on any lot except that the builder or contractor, with the prior written approval of the Committee (hereinafter defined in Section 2.1), may have temporary improvements (such as a sales office and/or construction trailer) on a given lot during construction of a residence on the Property. No building material of any kind or character shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected.

(b) No boat, recreational vehicle, pick-up camper, travel trailer, motorhome, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street in the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view, from the streets and are not visible from any other lot. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity.

(c) Trucks with tonnage in excess of one ton and any vehicle with painted advertisement shall not be permitted to park overnight within the Property or the street except those used by a builder during the construction of improvements, or a lot owner who uses the vehicle daily in the business of such lot owner.

(d) No vehicle of any size which transports inflammatory or explosive cargo may be kept on the Property at any time.

(e) No vehicles or similar equipment shall be parked in the driveway and street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Oklahoma. No vehicle shall remain in an inoperative condition for more than three (3) consecutive days, including flat tires.

(f) No automobile, truck, trailer of any type, shall ever be temporarily or permanently parked or located forward of the front building setback line on each lot, as same is shown on the recorded Plat of Drakestone Addition; provided, however, that it is not the intention of this paragraph to exclude the temporary

parking of passenger automobiles on any portion of the garage driveway that is located in front of such front building limit or setback line on each building site. Temporary parking shall not be defined as to include overnight parking. "On-street" parking, even temporarily, is specifically prohibited by these restrictions.

(g) No structure of a temporary character, such as a trailer, tent, shack, barn or other out-building, shall be used on any lot at any time as a dwelling house; provided, however, any builder, with the prior written approval of the Committee, may maintain and occupy model houses, sales offices and construction trailers during the construction period. No awnings of any type shall be installed by a lot owner without first getting approval from the Committee.

(h) Unless existing at the time of filing this Declaration, no oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted within the Property.

(i) 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 for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the lot so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks, snakes or any other animals that may interfere with the quietude, health or safety of the community. No more than four (4) pets will be permitted on each lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. No owner shall permit the owner's dog to constantly bark in the back yard so as to become an annoyance to said lot owner's neighboring lot owners. All animals must be properly tagged for identification. Under no circumstances shall a pit bull dog be kept even temporarily on any lot.

(j) No lot or other area in the Property shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including, without limitation, broken or rusty equipment, disassembled or inoperative cars and

discarded appliances and furniture. All incinerators or other equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of improvements may be stored on lots during construction so long as construction progresses without undue delay.

(k) No individual water supply system shall be permitted in the Property.

(l) No individual sewage disposal system shall be permitted in the Property.

(m) No garage, garage house or other out-building (except for sales offices and/or construction trailers during the construction period which have been approved by the Committee in writing) shall be occupied by any owner, tenant or other persons prior to the erection of a residence.

(n) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on a residence. All utility meters, equipment, air conditioning compressors, air conditioning and heating units and similar items must (including those on corner lots) to the extent reasonably practicable, be visually screened from the street and adjoining lots and must be located in areas acceptable to the Committee.

(o) Except with the written permission of the Committee or as provided below, no antennas, discs or other equipment for sending or receiving sound or video messages shall be permitted in the Property except antennas for AM or FM radio reception and UHF, VHF television reception. All antennas shall be located inside the attic of the main residential structure. No satellite disc or other structure may be placed in the back yard. No use shall be made of any lot or structure thereon for any other type of radio or television or similar broadcasting system. Small DSS discs, not to exceed eighteen (18) inches in diameter, can be installed on the fireplace chimney or gable so long as the disc does not protrude above the fireplace chimney termination cap or the roof line (if attached to a gable). No disc shall be placed on the gable of a residence which disc fronts a street or is located in front of a fence.

(p) No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious

or offensive activity shall be undertaken within the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a residence as a sales office until such builder's last residence in the Property is sold. Nothing in this subparagraph shall prohibit an owner's use of a residence for quiet, inoffensive activities such as tutoring, bookkeeping, sales conducted by telephone, or giving art lessons or the Internet, etc., so long as such activities do not increase the number of cars parked on the street by more than one (1) car or interfere with adjoining homeowners' use and enjoyment of their residences and yards.

(q) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten (10) feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence shall exceed eight (8) feet in height.

(r) Except for children's playhouse, dog houses and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any lot, it being the intention that only new construction be placed and erected thereon. No structures on the side and back yards shall be able to be seen by any adjoining lot owner.

(s) Within easements on each lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.

(t) The general grading, slope and drainage plan of a lot may not be altered by more than six (6) inches without the prior written approval of the Committee, the City and other appropriate agencies having authority to grant such approval.

(u) No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than

six (6) square feet advertising the property for sale, or professional signs not exceeding twelve (12) square feet used by a builder to advertise the property during the construction and sales period. Declarant shall not be bound by any sign or billboard restriction. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing requirements, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. All signs are subject to the approval of the Committee and may be required by the Committee to be removed if, in the sole judgment of the Committee, same are found to be inconsistent with the high standards of the Property. To protect the safety and harmony of the neighborhood, no person shall engage in picketing on any lot, easement, right-of-way or common area within or adjacent to the Property, nor shall any vehicle parked, stored or driven in or adjacent to the Property bear or display any signs, slogans, symbols, words or decoration intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activities of any builder, owner, or Declarant.

(v) No building or structure of any sort may ever be placed, erected or used for a church.

(w) Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted anywhere within the Property.

(x) No carport shall be permitted on a lot.

(y) No abandoned, derelict or inoperative vehicles may be stored or located on any lot.

(z) No retaining wall, fence or other structure of any kind made from wooden railroad ties or any individual wooden railroad ties shall be permitted on the front yard or side yards of a lot which are visible from any street, unless first approved by the Committee.

(aa) Basketball Goals. Basketball goals shall be allowed behind the property line, but they shall be removed when the goal is no longer used on a regular basis. For purposes of this paragraph the word "regular" shall be strictly construed in favor of the Developer and other landowners in Drakestone.

(bb) Above Ground Swimming Pools Prohibited. No above ground swimming pools shall be permitted on any lot in Drakestone.

(cc) Tree-Houses, Play Towers & Other Similar Structures. No tree-houses, platforms in trees, play towers, or other similar structures or equipment on any lot in Drakestone shall be visible from any other lot located in Drakestone. However, a majority of the Architectural Committee may, in its discretion, waive in whole or in part the restrictions in this paragraph, provided such waiver is obtained in writing in advance of construction.

(dd) Trash Receptacles. Trash, garbage, or other waste shall not be kept except in sanitary containers in appropriate locations which may be specified by the Committee, such containers shall be situated and enclosed or screened so as not to be visible from any residential street, private drive or adjacent lot. No trash, garbage or waste receptacles shall remain on the street, except beginning at 6:00 P.M. on the day before the scheduled pick-up through the day of trash pick-up by the City of Oklahoma City or such authorized provider.

(ee) Restriction on Leasing or Renting. No residence shall be leased or rented by any lot owner to any non-lot owner for any period of time less than one (1) year. No lease or verbal occupancy by any non-lot owner shall contain any provision for early cancellation of such one (1) year minimum tenancy.

(ff) Appropriate Window Coverings. No residence shall be allowed to have sheets, towels, paper of any type, aluminum foil, or any other type of material, used as window curtains except for what is generally accepted as appropriate window curtains, i.e. store-bought or consumer made of fabric material properly installed as window curtains, window shutters containing fully operated louvers properly stained or painted, Venetian blinds as may be purchased from a recognized retail or commercial establishment, or window coverings more commonly known as roll-up shades.

Section 1.7 Minimum Floor Area. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than one thousand four hundred (1,400) square feet for a one (1) story residence and not less than one thousand eight hundred (1,800) square feet for a two (2) story residence, or the minimum habitable floor area as specified by the City at the time of construction, whichever is greater.

Section 1.8 Building Materials; Exterior Items and Surfaces. No main residential building shall ever be placed, erected or constructed on any lot or building site in this addition unless ninety-five percent (95%) of the exterior walls

thereof be of brick, or stone veneer, provided, however, that all windows or doors located in said exterior walls and where the structure is of split-level or two-story, that portion extended above the first ground floor level shall be excluded in the determination of the area of one hundred percent (100%) of said exterior walls, and further provided that exterior walls underneath and constituting a porch may be constructed of wood materials, and further provided that where a gable-type roof is constructed and a part of the exterior wall is extended above interior room ceiling line due to the construction of such gable-type roof, then that portion of such wall extending above the interior room ceiling may be constructed of wood material and also likewise excluded from the square foot area in determination of what constitute one hundred percent (100%) of the exterior walls of said main residential building. All other exterior wall materials to be used shall be subject to the approval, in advance, of the Architectural Committee.

Roofs shall be constructed of slate, clay tile or composition shingles, provided said shingles meet the appropriate minimum criteria shown below:

All composition roofs shall be constructed using no less than Grade A 25-year shingles. The color of the shingles shall be restricted to the Weathered Wood color sold by the manufacturer. The shingles shall be Class A fire resistant and Class A wind resistant and must be laminated. No three (3) tab shingles shall be installed without approval of the committee.

The roof pitch on all homes shall have a minimum of a seven (7) pitch roof.

All houses must be constructed with foundations that permit brick to come all the way to the ground on at least the front side of the house without exposing the stem wall in any area.

Each home must have a cast stone "Address Block" placed either on the mailbox or front of the home. The Address Block shall be the size and type approved by the Committee.

In the event any garage door or panels located thereon should become damaged, then such damage shall be repaired and the garage door repainted to its original color.

Section 1.9 Side Line and Front Line Setback Restrictions. No dwelling shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum setback lines shown on the Plat or required by the City. For the purposes of these covenants, eaves and steps and open porches

shall not considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 1.10 Fences and Walls. Any fence or wall must be constructed of masonry brick, wood or other material approved by the Committee. No fence or wall shall be permitted to extend nearer to any street than the front building line of any residence. Fences or walls erected by the Declarant shall become the property of the owner of the lot on which the same are erected and, as such, shall be maintained and repaired by such owner except as provided in Article III. No portion of any fence shall extend greater than eight (8) feet in height.

Section. 1.11 Sidewalks. All sidewalks shall conform to City specifications and regulations. Sidewalks shall be constructed on each lot concurrently with the construction of the residence thereon. Each sidewalk shall be parallel to the street and must be constructed three (3) feet behind the curb line.

Section 1.12 Mailboxes. Mailboxes shall be standardized and shall be constructed of such brick and design as approved by the Committee in accordance with Sections 2.3 through 2.5 below (unless clusterboxes are required by the U.S. Postal Service). Damaged or destroyed mailboxes shall be repaired or replaced, with the same design and same brick as originally constructed, by the lot owner within thirty (30) days from the date of occurrence of such damage.

Further, Declarant, at its option, may construct a mailbox on any lot which it owns or on any lot which it has sold prior to the time that the then owner thereof has submitted to the Committee a request for approval of the type of material and design of the mailbox for such lot. In the event that Declarant constructs a mailbox on any lot which it does not own, same shall be done so free of liens, and following completion, the then owner thereof shall reimburse Declarant for the actual costs of construction of the mailbox within fifteen (15) days of the delivery by Declarant to such owner of a written invoice therefor. In the event any such owner does not timely remit the invoiced amount to Declarant, as aforesaid, such owner shall also be obligated to pay Declarant interest on the invoiced amount from the date due until paid, at the lesser of the maximum nonusurious rate or eighteen percent (18%) per annum, together with any and all attorneys' fees and costs of collecting same incurred by Declarant.

Section 1.13 Retaining Walls. Any retaining wall visible from any street shall be brick, stone, or other material approved by the Committee.

Section 1.14 Chimney Flues. Chimney Flues shall be fully enclosed with materials that are acceptable to the Committee.

Section 1.15 Windows and Skylights. Windows jambs and mullions shall be composed of anodized aluminum or wood. There shall be no skylights on the fronts of houses.

Section 1.16 Repetition of Front Elevation. No front exterior elevation shall be allowed for a lot (subject lot) if that same elevation has already been constructed upon, or approved for, any other lot (existing lot), if the improvements of the existing lot would be within three (3) lots from any part of the front yard of the subject lot at the street line. The Committee shall be the final authority as to what improvements would be visible from any particular lot.

Section 1.17 Clothes Drying Facilities. No permanent exterior clothes dryer or clothes drying line shall be erected, installed or maintained on any lot, or on any structure thereon. Only collapsible or retractable clothes dryers or lines shall be used and they shall be collapsed or retracted when not in use and shall be located in the rear yard behind the dwelling house and not capable of being viewed by lot owners or the general public.

Section 1.18 Front Yard. The front yard of each lot shall be kept only as a lawn, including trees, flowers and shrubs. No trees or shrubs shall be located on any lot which block the view of operators of motor vehicles so as to create a traffic hazard. Each lot owner shall comply with Section 4.3.

ARTICLE II

ARCHITECTURAL CONTROL

Section 2.1 Appointment. Declarant shall designate and appoint an Architectural Control Committee (herein called the "Committee") composed of three (3) individuals, each generally familiar with the residential and community development design matters and knowledgeable about Declarant's concern for high level of taste and design standards within the Property. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with this declaration.

Section 2.2 Removal and Successors. Declarant shall have full authority at any time to remove and replace any member of the Committee, with or without cause, in its sole discretion. In the event of death, resignation or removal by Declarant of any member

of the Committee, Declarant shall have full authority to designate and appoint a successor. No member of the Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of, services performed pursuant to this declaration.

Section 2.3 Architectural Committee. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans, specifications, plot plans, color schemes and materials or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of the proposed structure, the material of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of plans, specifications, plot plan and other submittals shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval, disapproval or failure to approve any plans, specifications, plot plans or other submittals shall not be deemed a waiver of any restrictions, unless the Architectural Committee is hereinafter authorized to grant the particular waiver. Nothing herein contained shall in any way be deemed to prevent any of the owners of property in the Subdivision from maintaining any legal action relating to improvements with the Subdivision which they would otherwise be entitled to maintain. No building, outbuilding or other structure shall be erected, placed or altered on any building plot in this Subdivision until the building plans, specifications, design and plot plans, showing the location, type of construction, external design and exterior materials of such building, have been approved by a Committee composed of Harry Merson, Richard P. Shephard and Marc Silver, 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 number of members shall have full authority and designate a successor. In the event said Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenant shall be deemed to have been fully satisfied. Neither the members of such Committee, or its designated representative, shall be entitled to any compensation for service performed pursuant to this covenant. The powers and duties of such Committee, and its designated representatives, shall cease on or after July 1, 2016. Thereafter the approval described in the

covenant shall not be required unless prior to said date, and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this Subdivision and duly recorded appointing a representative or representatives who shall hereafter exercise the same powers previously exercised by said Committee for a period specified therein.

If disapproved by the Committee, one set of such plans shall be returned marked "Disapproved" and shall be accompanied by a reasonable statement of the reasons for disapproval, which statement shall be signed by a majority of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Committee give verbal approval or disapproval of any plans. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Article shall be deemed to have been completed. In case of a dispute about whether the Committee responded within such time period, the person submitting the plans shall have the burden of establishing that the Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt.

Section 2.5 Standards. The Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built in the Property. The Committee shall also have the authority to require greater roof slope than a 7/12 slope, to specify that fireplaces and chimney flues be covered by brick or masonry, to prohibit the use of light-weight composition roof material, to require the use of specific types of divided light windows, to prohibit or restrict the use of solar or heating panels and generally to require that any plans meet the standards of the existing improvements on neighboring lots. The Committee may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this declaration.

Section 2.6 Termination. The Committee appointed by Declarant shall cease to exist on the earlier of: (a) the date on which all the members of the Committee file a document declaring the termination of the Committee, or (b) fifteen (15) years after the date hereof. Notwithstanding the above provision, at any time after the termination of the Committee, the record owners of a majority of the lots in the Property shall have the authority to

record an instrument which provides for a committee elected by the homeowners to continue the functions of the Committee, which instrument shall establish election or appointment procedures whereby the homeowners' committee members shall be chosen and a notice procedure whereby all homeowners in the Property will receive notice of such procedures. If there is no Committee or homeowners' committee, no approval by the Committee or homeowners' committee shall be required under this declaration; variations from the standards set for in this Declaration shall be made in accordance with the general development standards as reflected in the plans, construction materials, landscaping and other matters approved by the Committee or homeowners' committee during their periods of control.

Section 2.7 Liability of Committee. The members of the Committee shall have no liability for decisions made by the Committee so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans of the site plan submitted to the Committee shall be the responsibility of the owner of the lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omission from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, City codes, state statutes or the common law, whether the same relate to lot lines, building lines, easements or any other issue. This Section shall also apply to the members of the homeowners' committee, if such a committee comes into existence pursuant to Section 2.6 above.

ARTICLE III

SPECIAL FENCING AND LANDSCAPING

Section 3.1 Fences, Walls and Sprinkler Systems. Declarant herein adopts and ratifies Section 3.1 set forth in the Declarations of Drakestone Additions, Section 1, II and III. In addition thereto, as to Common Area "F", Declarant may or may not install a sprinkler system or erect a fence or wall associated with Common Area "F" and at Declarant's sole and arbitrary discretion may transfer any such improvements to the property owners association, including transfer of Common Area "F" itself to the property owners association.

Section 3.2 Landscaping. Declarant shall have the right to grade, plan and/or landscape and maintain, repair, replace and/or change such grading, planting and landscaping on any portion of the Restricted Area and/or any of the Common Areas.

Section 3.3 Easement. Declarant shall have, and hereby reserves, the right and easement to enter upon the Restricted Area for the purpose of exercising the discretionary rights set forth herein.

Section 3.4 Maintenance. The Declarant, and if and when transferred to the Property Owners Association ("Association") the Association, shall maintain the Restricted Area and any fences, walls, grading, planting and landscaping thereto, and the lot owner(s) shall not perform any maintenance or repair work on any sprinkler system within the Restricted Area, without the prior written consent of Declarant or Association. In the event Association does not maintain or repair any fences, walls, grading, planting or landscaping erected, installed or situated within the Restricted Area, then to the extent such portion of the Restricted Area is adjacent to a portion of a lot, the owner of such lot shall, at his/or her expense, perform such maintenance and repair work as is necessary to maintain such fences, walls, grading, planting and landscaping in a good and neat condition and appearance.

Section 3.5 Declarant's Discretion. Notwithstanding any provisions herein to the contrary, Declarant shall never be obligated to erect, install, maintain, repair or replace any fences, walls, sprinkler systems, grading, planting or landscaping on any lots.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1 Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot.

Section 4.2 Recorded Plat. All dedications, limitations, restrictions and reservations shown on the Plat are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant, conveying lots in the Property, whether specifically referred to therein or not.

Section 4.3 Landscaping and Trees. All builders must preserve all existing trees as much as possible to every practical extent. All builders must provide at least one (1) tree at least two and one-fourth inches (2 1/4") caliber measured six inches (6") from ground level (either existing or to be planted) in the area between the building line and the street right-of-way. Corner Lots must have two (2) trees, one (1) on each street. Trees may be of either deciduous or evergreen variety. If any tree dies, it must be replaced within thirty (30) days by the property owner or the Developer may replant the tree(s) and be entitled to reimbursement therefor. The Developer shall have the right to enter onto the property for the purpose of replanting. If the Developer is not reimbursed, the Developer may file evidence thereof of record as a lien against the property and foreclose such lien as allowed by law for the foreclosure of liens generally. All builders must landscape the front yards with appropriate shrubs and plantings that are customary and usual for homes in Drakestone and/or established by the Committee.

Grass, weeds and vegetation on each lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street. No owner shall permit weeds or grass to grow to a height of greater than six inches (6") upon his property. No foundation planting, shrub or other vegetation near the house shall be allowed to grow above the bottom of any window. If, after ten (10) days' prior written notice, an owner of a lot shall fail to: (a) control weeds, grass and/or other unsightly growth, (b) remove trash, rubble, building and construction debris, (c) exercise reasonable care and conduct to prevent or remedy an unclean, untidy or unsightly condition, or (d) otherwise satisfy the aforesaid maintenance requirements, then Declarant or the Committee or Association shall have the authority and right but not the obligation to go onto the subject lot for the purpose of mowing and cleaning said lot or to otherwise effect the aforesaid maintenance requirements and shall have the authority and right to assess and collect from the owner of said lot the amount so expended by Declarant or the Committee or Association in connection with mowing, cleaning or otherwise maintaining said lot on each respective occasion of such mowing, cleaning or maintenance. In the event an owner of a lot does not pay such an assessment within fifteen (15) days after the date of the invoice for such assessment, such owner shall also be obligated to pay Declarant or the Committee or Association interest thereon from said date until paid at the lesser of the maximum rate permitted by applicable law or eighteen percent (18%) per annum and the costs of collection thereof.

Section 4.4 Maintenance of Improvements. Subject to the provisions of Article III, each lot owner shall maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces the same color as originally painted and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, fences, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

Section 4.5 Mortgages. It is expressly provided that the breach of any of the foregoing conditions shall not default or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as the same premises or any part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title.

Section 4.6 Term. The foregoing covenants and restrictions shall run with and bind the land and shall remain in full force and effect for a term of thirty (30) years after this Declaration is recorded. They shall be automatically extended for successive periods of ten (10) years unless amended as provided herein or as allowed by applicable law.

Section 4.7 Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment of order of a court of competent jurisdiction, such invalidity shall in no way effect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 4.8 Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Property and the same shall inure to the benefit of owners of land in the Property and Declarant, its successors and assigns. This Declaration, when executed, shall be filed of record in the deed records of the County so that each and every owner or purchaser or any portion of the Property is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 4.9 Enforcement. The owner of any lot and/or the Property Owners Association in the Property shall have the easement and right to have each and all of the foregoing

restrictions, conditions and covenants herein faithfully carried out and performed with reference to each and every lot in the Property (current Section 1 and Section II), together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each lot in the Property, without reference to when it was sold, the right and easement to have such restrictions, conditions and covenants, strictly complied with, such right to exist with the owner of each lot and to apply to all other lots in the Property whether owned by the undersigned, its successors and assigns, or other. Failure by any owner, including Declarant, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. This right to enforce shall extend to the lot owners of future sections added to Drakestone Addition.

Section 4.10 Definition of "Owner". As used herein, the term "owner" or "homeowner" shall refer to the record owner, whether one or more persons or entities (including contract sellers), of the fee simple title to a lot on which there is or will be built a single-family residence, but not including those having an interest merely as security for the performance of an obligation.

Section 4.11 Other Authorities. If other authorities, such as the City or County, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 4.12 Addresses. Any notices or correspondence to any owner of a lot shall be addressed to the street address of the lot. Any notices or correspondence to the Committee shall be addressed to the address shown opposite the signature of Declarant below or to such other address as is specified by the Committee pursuant to an instrument recorded in the deed records of the County.

Section 4.13 Drakestone Homeowners Association. The Declarant has formed the Drakestone Homeowners Association, which Association is a corporation organized under the laws of the State of Oklahoma. In connection therewith:

- (a) Membership in the Association shall be mandatory for the owners of all lots in Drakestone Addition, Section

1, Section II, Section III and Section IV, and the owners of all lots in any additional sections to Drakestone Addition which may be hereafter platted and filed by Declarant.

- (b) The obligation to pay association dues will begin upon the earlier of: (i) the date when a builder sells the improved lot to a home buyer, or (ii) the thirteenth (13th) month after Declarant first conveyed a lot.
- (c) All of the covenants and restrictions of Drakestone Homeowners Association, Inc. shall be binding upon the owners of all lots in Drakestone Addition.
- (d) Declarant shall have complete control over Drakestone Homeowners Association until the development of Drakestone Addition is completed or Declarant determines to relinquish control of the Association to the Drakestone lot owners. Thereafter, at a meeting called by Declarant, with due notice to all of the then owners of Drakestone lots, the Declarant shall turn such non-profit corporation over to the lot owners and such lot owners shall accept such non-profit corporation.

In connection therewith, Declarant shall establish such charter, bylaws or rules and regulations affecting the Homeowners Association as in the sole discretion of Declarant shall be deemed necessary for the further government of the Association. After acceptance by the lot owners, such lot owners shall have the right to change the charter, bylaws or rules and regulations of such non-profit corporation, provided that fifty-one percent (51%) of all lot owners WHOSE DUES ARE CURRENT vote as above stated to change the same.

The purpose of Drakestone Homeowners Association will be to: (A) maintain: (i) such street islands, as may be developed by Declarant throughout all Drakestone platted additions, (ii) all entry walls, flower beds, entry areas, (iii) Common Area "B" and Common Area "C", provided Declarant conveys Common Area "B" and Common Area "C" to the Homeowners Association, (iv) Common Area "D" and/or Common Area "E" provided Declarant conveys Common Area "D" and/or Common Area "E" to the Homeowners' Association, and Common Area "F" as platted in Section IV, (v) the park and playground area currently established or that will be established, together with all changes made thereto from time to

time, as located in Common Area "E", (B) to enforce the covenants, conditions and restrictions of Drakestone Addition; (C) to respond to all other matters of common interest concerning the enjoyment of any of the properties owned by the Homeowners Association or that may otherwise constitute common areas; and (D) to maintain any additional land transferred to the homeowners' association.

All members of the Homeowners Association shall pay dues to the Association, which dues shall be determined annually. Unpaid association dues shall become a lien upon the real estate and premises of such defaulting lot owner and the Homeowners Association may file evidence thereof of record with the County Clerk and foreclose such lien as allowed by law for foreclosure of liens generally.

Section 4.14 Amendment. This Declaration of Covenants, Conditions and Restrictions and the Declaration of the Drakestone Homeowners Association, Inc. may be abolished or amended, in whole or in part, by a duly recorded instrument executed and acknowledged by fifty-one percent (51%) of the votes outstanding as of the date of the Amendment of the owners of all lots in all platted single family residences of Drakestone Addition, plus consent of any and all first mortgagees who have a mortgage lien on any lot.

EXECUTED this 21st day of October, 2002.

Address:

4229 Royal Avenue, Suite 100
Oklahoma City, OK 73108

DECLARANT:

DRAKESTONE CORP., an Oklahoma
corporation

By: 
Harry Merson, President

STATE OF OKLAHOMA

§

COUNTY OF OKLAHOMA

§

§

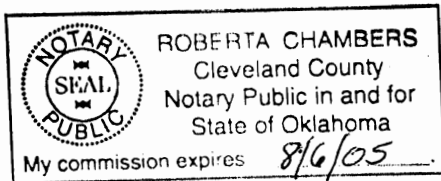
BEFORE ME the undersigned authority, appeared Harry Merson, the President of Drakestone Corp., an Oklahoma corporation, known or proved to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration

therein expressed and in the capacities therein stated, on behalf of such corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of October, 2002.

Commission No. 01011013


Notary Public



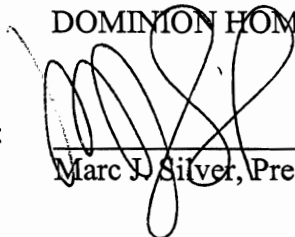
RATIFICATION

DOMINION HOMES, INC., an Oklahoma corporation, is the owner of the following described property situate in Canadian County, Oklahoma, to-wit:

Lot Ten (10) and Lot Seventeen (17), Block Eleven (11), DRAKESTONE ADDITION, SECTION IV, to the City of Oklahoma City, Canadian County, Oklahoma.

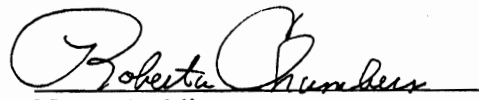
and hereby consents to and approves the execution of the Declaration of Covenants, Conditions and Restrictions for Drakestone Addition, Section IV (the "Declaration"), and hereby subordinates the above two lots to this Declaration and agrees that both lots shall be subject to all of the terms and conditions of said Declaration.

This Ratification is executed this 21st day of October, 2002.

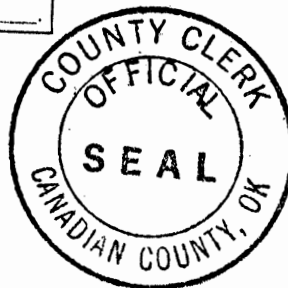
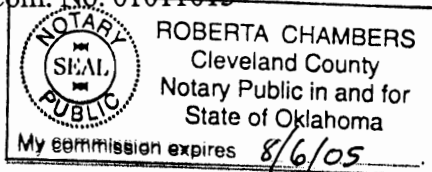
DOMINION HOMES, INC.
By: 
Marc J. Silver, President

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for this state, on this 21st day of October, 2002, personally appeared Marc J. Silver, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.


Notary Public

Comm. No. 01011013



Doc # 2002027804
Bk 2634
Pg 161-182
DATE 10/25/02 11:36:59
Filing Fee \$55.00
Documentary Tax \$0.00
State of Oklahoma
County of CANADIAN
CANADIAN County Clerk
MARK MISHOE