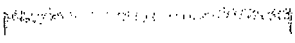
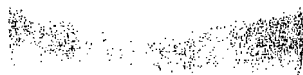


Doc # 2003140798  
Bk 8979  
Pg 281-299  
DATE 08/11/03 14:07:05  
Filing Fee \$49.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill

*W*  
AFTER RECORDING MAIL TO:  
Thelma Spencer...  
10620 E. Memorial Rd.  
Jones, OK. 73049

TITLE OF DOCUMENT: Declaration  
EXECUTION DATE: AUGUST 11, 2003  
GRANTOR: Raintree Acres L.L.C.  
GRANTEE: Public



RECORDED - OCT 14 2003

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
RAINTREE ACRES

THIS DECLARATION, made on this 11th day of August, 2003, by RainTree Acres, L.L.C., a Limited Liability Company, organized and existing by virtue of the laws of the State of Oklahoma, (hereinafter referred to as "DECLARANT").

WITNESSETH

WHEREAS, DECLARANT is the owner of certain real property located in the City of Oklahoma City, Oklahoma County, State of Oklahoma, which is more particularly described as:

See Exhibit "A"

AND WHEREAS, it is the purpose of this Declaration to cause said real property to be surveyed and platted, in stages under the name of RAINTREE ACRES, A Residential Community, hereinafter referred to as "RAINTREE ACRES, as a subdivision and to create and include as part thereof permanent open areas at the entrance with improvements, water tanks and outlets for Fire Department landscaping, fencing and signage erected or to be erected thereon, and other common facilities for the benefit of this particular community.

AND WHEREAS, DECLARANT desires to provide for the preservation of the values and amenities in said community and the upkeep, maintenance, improvement and administration of the community and its open areas, and all improvements now existing or hereafter erected thereon and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereafter created;

AND WHEREAS, there will be incorporated under the laws of the State of Oklahoma, as a non-profit corporation, an entity to be known as RAINTREE ACRES Homeowners Association, Inc., for the purpose of exercising the aforementioned functions.

NOW THEREFORE, DECLARANT hereby declares that the real property described in Article III hereof is and shall be held, sold, conveyed and occupied subject to the conditions, covenants, restrictions, dedications, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall so prohibit), shall have the following meanings:

A. "Association" shall mean and refer to RAINTREE ACRES Homeowners Association, Inc., a non-profit corporation to be incorporated under the laws of the State of Oklahoma, its successors and assigns.

B. "Properties" shall mean and refer to that certain real property described in Article III, and such additions thereto and other real property wherein the "Subdivision" as hereinafter defined as

may hereafter be annexed thereto and/or brought within the jurisdiction of and subject to assessment by the Association.

C. "Common Areas" shall mean all real property, whether improved or unimproved, owned, leased or controlled by the Association for the common use and enjoyment of members of the Association. It shall also mean streets and the gate area and any other areas that may be shown on a plat as Common Areas.

D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of all or any part of the Properties with the exception of the Common Areas.

E. "Corner Lot" shall mean any lot, which abuts other than at its rear line upon more than one street and/or Common Area.

F. "Street" shall mean any street, lane, drive, boulevard, court, circle, road, place, manor, avenue, trailway or terrace as shown on the plat of RAINTREE ACRES.

G. "Member" shall mean and refer to every person and/or entity that holds membership in the Association.

H. "Variable Setbacks" shall mean the line so designated on the attached plat.

I. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

J. "Fences" shall mean the following where the context so indicates:

- (1) "Adjoining Fences" shall refer to two or more separate fences which adjoin and are exposed to public view.
- (2) "Common Area Fences" shall refer to any fence on a Lot which is adjacent to, abuts or borders any Common Area.
- (3) "Association Fences" shall refer to any fence erected or placed on any Common Area or along easements and around the entrances.

K. "DECLARANT" shall refer to RAINTREE ACRES, L.L.C., its successors or assigns.

L. "Owner" shall mean and refer to the record owner, whether one or more persons, of fee simple title to any Lot which is or may become a part of the "Properties", including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

M. "Subdivision" shall mean all or any part of the Property described at the beginning of this Declaration and additional adjoining property in which the DECLARANT may cause to be added to Raintree Acres.

N. "Frontage" or "Fronts" shall mean the direction or way the major elevation of the house or structured erected on a Lot shall face.

O. Approval. Any request for approval required from the DECLARANT must be submitted in writing and any approval by DECLARANT to be effective must be in writing.

ARTICLE II

FUTURE INTENT

Section 1. Although this Initial Declaration includes only the real property described in Article III hereof, the DECLARANT may cause additional declarations to be filed with respect to if any additional land is to be included in the Subdivision, which additional declarations will be complimentary in concept to this Declaration, and which future declarations will provide for the addition of owners in such other areas as members of the Association and of additional Common Areas to be owned by the Association. During its existence, the Association will include, as members, every Owner within the Subdivision. Each Member of the Association will be subject to its Articles of Incorporation, By-Laws, rules and regulations, as from time to time established and/or amended.

Section 2. If within fifteen (15) years of the date of incorporation of the Association, the DECLARANT should develop additional lands within the Subdivision; such additional lands may be annexed to the said properties by DECLARANT without the consent of the Members.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration is located in the City of Oklahoma City, Oklahoma County, State of Oklahoma, and is more particularly described as follows:

All property shown in Exhibit "A"

ARTICLE IV

MEMBERSHIP IN THE ASSOCIATION

Every person who is a record owner of a fee or undivided interest in any single-family residential lot covered by this Declaration and any future declaration covering all or any part of the Subdivision which is subject by covenants or records to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each lot. Membership shall be appurtenant to and any may not be separated from ownership of any lot, which is subject to assessment, by the Association. Ownership of such lot shall be the sole qualification for membership.

ARTICLE V

OWNERSHIP, USE AND MANAGEMENT OF THE COMMONS AREAS

Section 1. Owners' Easements of Enjoyment. Every Owner has the right and easement of enjoyment in and to the entire Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the right of the Association to control and limit the use of the Common Areas as provided in this Declaration, the Articles, the By-Laws, The Design

Review Rules, and the Association Rules. An Owner, subject to the By-Laws and Association Rules, may delegate his right of enjoyment of the Common Areas to the members of his family, his guests, and his tenants. The controls and limitations shall include, but not necessarily be limited to the following:

A. The right of the Association to suspend the Owner's voting rights and right of the Owner and the Owner's invitees, including but not limited to members of the Owner's family and an Owner's tenants and guests, to use the Common Areas and the facilities situated upon the Common Areas (except for ingress and egress to an Owner's Lot) for any period during which any assessment against his Lot remains unpaid, and to suspend such rights until said infraction is remedied for any infraction of this Declaration, the Articles, the By-Laws, the Design Review Rules, or the Association Rules by an Owner or an Owner's invitee;

B. The right of the Association by instrument executed by the President (or any Vice-President) and attested to by the Secretary (or any Assistant Secretary) of the Association to dedicate, transfer, or grant an easement or right of way to all or any part of the Common Areas to any public or quasi-public agency, authority, or utility for such purposes and subject to such conditions as may be authorized by the Board. No such dedication or transfer shall be effective unless an instrument has first been executed by the President (or any Vice-President) and Secretary (or any Assistant Secretary) of the Association, certifying that a majority of the Board has agreed to such dedication or transfer, and filed of record. Such certificate shall be deemed conclusive as to the fact that a majority of the Board has authorized such dedication, transfer, or grant, as well as to the purposes and conditions thereof.

C. The right of the Association to take such steps as is reasonably necessary to protect the above-described properties against foreclosure.

Section 2. No Right to Split Lots, etc. A Lot and the easement of use and enjoyment in the Common Areas appurtenant thereto shall be not separated or divided one from the other by any means; nor shall any Lot be physically split or subdivided into two or more parcels unless approved by the Design Review Committee. For the purpose of the preceding sentence, "any means" includes but is not limited to deeds, mortgages or liens, mortgage or lien foreclosures, partition suits or any other means.

Section 3. Maintenance by Association. The Association may, at any time, as to any part of the Common Areas:

A. Repair. Repair, maintain, reconstruct, replace, refinish or complete any improvement or portion thereof upon any such area in accordance with the last plans thereof approved by the Architectural Review Committee; the original plans for the improvement; or, if neither of the foregoing is applicable, then in accordance with the original design, finish, or standard of construction of such improvement as same existed, as determined by the Board;

B. Roads, Etc. Construct, reconstruct, repair, replace, maintain, resurface, or refinish any road improvement or surface upon any portion of the Common Areas, whether used as a road, street, walk, driveway, parking area, dam, spillway, or drainage area;

C. Maintenance. Maintain, remove, replace or treat injured and diseased trees, or other vegetation in such area, and plant trees, shrubs, and ground cover and maintain, repair, replace, or construct any lake, pond, water way, drainage area, dam, spillway, or shoreline to the extent that the Association deems desirable for the conservation of water and soil or for aesthetic purposes in the common areas.

D. Signs. Place and maintain upon any such area such signs as the Association may deem appropriate for the proper identification, use and regulation thereof, and,

E. Other. Do all and such other and further acts, which the Association deems necessary to maintain, preserve and protect the Common Areas, and the beauty thereof, in accordance with the general purposes specified in this Declaration. The Association shall be the sole judge as to the appropriate maintenance, preservation, and protection of all grounds within the Common Areas.

Section 4. Damage or Destruction of the Common Areas by Owners. In the event any part of the Common Areas is damaged by tenants, licensees, agents or family members of an Owner such Owner does hereby authorize the Association to repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association; or, in the absence of plans and specifications, then as recommended by architects or engineers and approved by the Board. The amount necessary for such repairs shall be paid by such Owner, upon demand, to the Association, and the Association may enforce collection of same by any legal means available.

Section 5. Use by Motor Vehicles. No motor vehicle of any description, other than vehicles used in the maintenance of the Common Areas, shall be allowed on the unpaved portion of the Common Areas, unless specifically authorized by the Board. The Board's right to control the use of hard-surfaced portion of the Common Areas shall include but not limited to, establishing speed limits and parking rules.

Section 6. Regulation. The Association shall have the exclusive right to make, promulgate, supplement, amend, change, or revoke the Association Rules pertaining to the use and operation of the Common Areas and all other property within RainTree Acres. All owners shall abide by the Association Rules and shall be responsible for all acts of the Owner's invitees.

Section 7. Uniform Maintenance. Declarant, each Owner of any Lot in RAINTREE ACRES, and the Association hereby covenant each with the other that any maintenance provided by the Association for the Common Areas, and the improvements located thereon, including but not limited to, the roadways and crossings, shall be in a substantially uniform manner and to uniform standards consistent with the intent of this Declaration. Such maintenance shall be performed by the Association.

Section 8. Improvements. No improvements shall be placed or constructed upon or added to the Common Areas except with the prior written approval of the Architectural Review Committee and the Board, except as otherwise specifically provided herein.

Section 9. Existing Improvements. The maintenance of the streets, gates and other improvements in the Common Areas shall be the responsibility of and at the expense of the Association. Notwithstanding anything herein contained to the contrary or any possible implications of the Subdivision Plat, the Declarant is not under any obligation whatsoever to make any improvements or provide utilities or other facilities beyond those which exist in RainTree Acres as of the date a Purchaser acquires a Lot. Declarant makes no warranties (implied or otherwise) regarding any improvements in RainTree Acres but assigns to the Association all warranties (if any) made by third parties with respect to improvements.

Section 10. Additional Improvements. Though Declarant has no obligation for additional improvements, Declarant (or any other party, with the consent of the Board and the prior written approval of the Architectural Review Committee) may build or construct improvements which shall become part of RainTree Acres and be for the benefit of all Owners.

## ARTICLE VI

### CLASSES OF MEMBERS AND VOTING RIGHTS

The Association shall have two (2) classes of voting membership as follows:

#### Section 1. Voting Classes.

Class A. Class A members shall be all those Owners of single-family residential Lots with the exception of DECLARANT. Each Class A Member shall be entitled to one vote for each Lot in which the Member holds the interest required for membership by Article IV. When more than one person holds such 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.

Class B. Class B member(s) shall be the DECLARANT, its successors and assigns. The Class B Member(s) shall be entitled to four (4) votes for each Lot in which it holds the interest required for membership by Article IV. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever first occurs.

- a) When Class A Lots exceed 30 Lots
- b) On January 1, 2020
- c) Or earlier if in its discretion the DECLARANT so determines.

From and after the happening of these events, whichever occurs earliest, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one vote for each Lot in which it holds the interest required for membership under Article IV hereof. DECLARANT, its successors or assigns whether class B or after conversion to Class A shall have no obligation to pay annual dues or special assessments.

## ARTICLE VII

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. The DECLARANT, for each Lot owned within the Properties and for each additional Lot which may hereafter come within the jurisdiction of the Association, and each Owner of any Lot in any platted area which is a part of the Subdivision, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the

property against which each such assessment is made, pursuant and superior to any homestead or other exemption provided by law, which lien may be enforced by the Association and may be foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with or without power of sale. Each such assessment, together with such interest, costs and reasonable attorneys' fees shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them but, nevertheless, the lien above mentioned arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the property owners, and, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, the maintenance of insurance thereon, repairs, replacements and additions thereto, ad valorem and other property taxes and assessments levied thereon, for the cost of labor, equipment, materials, management and supervision thereof, and utility services for the Common Areas, including gates.

Section 3. Basis and Maximum of Annual Assessments. Until January 1, of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be as follows:

Type of Member	Amount
Class A	\$ 300.00 per year
Class B	\$ 0 per year

A. From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1, of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

B. From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment as to any or all classes of members may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding year and at the end of such period of one (1) year, for each succeeding one (1) year; provided that, any such charge as to any class shall have the assent of one-half (1/2) of the members of each such class, pursuant to votes cast in person or by proxy, at a meeting called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting out the purpose of the meeting. Class B shall never pay assessments unless Declarant or its successors agree to pay assessment in writing.

C. After consideration of current maintenance costs and future needs of the Association, the Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, as to any or all



Class A Members, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; provided that any such assessment as to any class shall have the assent of at least one-half (1/2) of the Members of such class or members, pursuant to votes cast in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; provided further, that the maximum amount of any special assessment which may be assessed against any Member in any assessment year shall not exceed an amount equal to twice the annual dues assessed against said Members for the same year.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for Members and may be collected on an annual basis.

Section 6. Quorum for Meetings. At any meeting of the Members of the Association, the presence at the meeting of Members or of proxies entitled to cast a majority of all the votes shall constitute a quorum; provided; however, that if the required quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all members as required herein for transaction to be considered, at a recessed meeting, and at the recessed meeting one-half (1/2) of the required quorum at the preceding meeting shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the neither preceding meeting nor less than ten (10) days after the recessed meeting.

Section 7. Commencement Date of Annual Assessments. The annual assessments provided for herein shall commence as to a Lot on the first day of the month following the conveyance of the Lot from the Declarant to an Owner/Member and issuance of a certificate of occupancy. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. Unless otherwise provided by DECLARANT or the Board of Directors of the Homeowner's Association all annual assessments shall be due on or before January 30<sup>th</sup> of each calendar year. Within ten (10) days after a single family home is initially occupied by any person, whether by lease or otherwise, the Owner's thereof shall furnish written notice of commencement of such occupancy to the Association. The due dates shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on the specified Lot have been paid. A reasonable charge may be made by the Board of the issuance of these certificates. Said certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Declarant, as Class B Member, shall not be required to pay any assessment, after Class B converts to Class A DECLARANT shall pay no assessment on undeveloped lots it owns.

Section 8. Effect of Non-Payment of Assessments and Remedies. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from its due date at an annual rate of one and one-half percent (1 1/2%) per month plus a late fee of \$250.00, and the Association may bring an action at law against the Owner personally obligated to pay same, and/or foreclose the lien against property as provided the laws of the State of Oklahoma for the foreclosure of a mortgage or deed of trust, with or without power of sale; and interest costs and reasonable attorneys' fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first lien priority real estate mortgage. 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 first lien priority 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 sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof nor shall such sale or transfer release personal liability of the Owner foreclosed.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments.

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Areas;

Section 11. Change of Ownership. Any person becoming an Owner shall, within ten (10) days next following the recording of a deed reflecting such as Owner, give written notice to the Association that such person has become an Owner.

#### ARTICLE VIII

##### USES OF LAND

All Lots and blocks shall be used for private residence purposes only. No store or business, no gas or automobile service station, and no flat, duplex or apartment house, though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses, and each such dwelling house being designated for occupancy by a single-family in its entirety.

No obnoxious 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 neighborhood.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, or create a neighborhood nuisance.

#### ARTICLE IX

##### ARCHITECTURE, SIZE, MATERIAL, PLOTTING, AND FENCING

Section 1. Architecture. Complete plans including builder, builder's plot plans, elevations, floor plans, specifications, and landscape plans for any structure proposed to be erected must first be submitted to the Declarant and written approval thereof obtained from the Declarant prior to the commencement of any construction upon all Lots.

Section 2. Size. Residences constructed must have a minimum floor space of 2,400 square feet.

All Blocks and Lots Inclusive are to follow the above mentioned minimum floor space and may not exceed a maximum of two (2) stories. No flat roofs are allowed. Walkout basements are allowed on the rear of a home and are not considered a separate story.

Section 3. Materials. The principal exterior of any residence shall be at least eighty (80%) percent brick or stone and twenty (20%) percent may be lap siding or other material that will blend together with the brick or stone. No stucco homes will be allowed. It is the intention of this restriction to allow panels of other materials than brick or stone to be used, but in no event shall a continuing wall consisting of twenty (20%) percent of the exterior of the residence be built of any material other than brick or stone. This restriction is intended to restrict the principal exterior of residences to masonry in their construction, but is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. No imitation Stone or Brick allowed any deviation from the above must be approved by Architectural Review Committee, in advance or by the Declarant.

In computing the required square footage of ground floor space for masonry, the doors and windows are excluded and the vertical space is from the exterior finish grade to the top of the top plate of the first floor.

Section 4. Roofing. All roofing materials must be of asphalt composition shingle Capstone Series similar to, but not limited to, Elk Products - Prestige p-1 or Timberline series provided that they are same style as Capstone. Color: Focal Grey, Granite, Mossrose or other colors that are of matching tone, in the event these named colors are not available. Tile or wood shingles may also be used. Metal valleys are required on all roofs. The valleys on composition roofs must be factory painted and sealed with the color to match the roof material. Any deviation from these must be approved by the Architectural Review Committee or the Declarant. The acceptable roofing material must be of pounds per-square as follows:

Raintree Acres                      30 year / 300 lbs. minimum

All pipes extending above the shingles must be painted to match the color of the roof.

Minimum pitch on all roofs shall be 8-12 pitch.

Section 5. Chimneys. Brick or stone-faced chimneystacks are required for all fireplaces.

Section 6. Mailboxes. Each home must have a brick or stone mailbox structure matching the exterior of the home. Said mailbox structure may be constructed with an attached planter-box provided, however, the total combined length running parallel to the street of said mail-box and planter shall be no longer than 48 inches and provided also that no mail-box structure, irrespective of whether constructed with a planter-box or not, shall in no event exceed 60 inches in height or 24 inches in width and, provided also, that no mail-box structure shall have attached to it more than one planter-box, and provided also that any such planter-box must be restricted to one side of the mail-box only and in no event may the height of any said planter-box exceed half the height of the mail-box structure. All mailboxes must set 18" off edge of street with paving in front of mailbox. All mailbox structures shall have a cast stone address block from Acme Brick - Style #ABR-2 with the dimensions of 11 5/8x10x3 with black lettering inset into the mailbox. Numbering and painting of curbs is not permitted.

Section 7. Garages. All garages must be attached to the structure and be at least two (2) cars wide. All garages must face either side lot line or the rear lot line, and shall not face or open upon the street, including side streets, unless and except specifically waived by the Declarant.

Section 8. Driveways. The driveway for each lot shall be composed completely of concrete or asphalt with a minimum drive width of ten (10) feet. Each individual homeowner or builder shall be responsible to install adequate drainage pipe under the driveway with concrete headwall around pipe on both ends of the drainage pipe.

Section 9. Fencing. All fencing and/or screening must be approved by the Declarant in advance of its installation. Declarant has sole discretion to change fencing requirements. This includes but is not limited to:

- a) Common Area Fence;
- b) Association Fence;
- c) Adjoining Fence;
- d) Any other fence which will extend beyond the front of any building structure;

Ornamental iron or treated wood two-rail design and black chain link fencing may be attached on backside of wood pole. No stockade fencing will be allowed. Cedar shadow box with steel posts will be allowed.

Ornamental iron fencing or other fencing approved by Declarant may be used around the swimming pools and pool work service areas for safety. Approval must be obtained from Declarant for the installation of all fencing. Treated wood three-rail fencing is optional on interior lots.

Section 10. Construction Period. Upon closing and transfer of a lot to a purchaser said purchaser must begin construction of a home on the lot within eighteen (18) months of closing. If the purchaser has not started construction within said eighteen (18) month period Declarant may, at Declarant's sole option, repurchase the lot at a 10% discount from original purchase price and if Declarant exercises this option purchaser shall convey marketable title to the Declarant. Upon commencement of excavation for construction on any Lot or Lots in this plat, the work must be continuous, weather permitting, until the house and other improvements are completed. No delay in the course of construction within a period of eighteen (18) months will be permitted, unless further extension of time for the completion of said house improvements is given by the Declarant. If no such consent is given, the Declarant or its designee may, but shall not be obligated to, complete such construction.

Section 11. Landscaping. Landscaping shall be required on all sites with completion of other improvements and shall conform to a landscape plan approved by the Declarant.

Factors to be considered may include but shall not be limited to whether the plan meets the following criteria:

- (a) Planting beds in front yards to represent approximately twenty (20%) percent of the ground footage of home. Brick or stone planting beds are recommended.
- (b) Preserve existing trees to the extent practical.
- (c) Permit reasonable access to utility lines and easements for installation and repair.
- (d) At the time of completion of construction 10,000 sq. ft. of lawn will be sodded. A minimum of 50% of the sod must be in the front yard. DECLARANT must approve any change in sod requirements.

Section 12. Swimming Pools. Swimming pools are allowed in this Development but plans must be submitted to DECLARANT or Architectural Review Committee before construction of the swimming pool begins. No above ground pools will be allowed.

Section 13. Sprinklers and Guttering. All homes must have full sprinkler systems in all front yards. Backyard is optional. All homes must have guttering across front of house.

ARTICLE X

SET-BACK OF BUILDING STRUCTURES FROM STREETS

No building structure or part thereof shall be erected or maintained nearer to the front street, Rear Street or the side street than the front building limit line or the side building limit line of the aforementioned Lots, as shown on said plat.

Any deviation from the above must have the prior written approval of the Declarant, provided, however, that any such deviations shall not constitute a violation of the set-back requirements of the ordinances of the City of Oklahoma City, Oklahoma.

ARTICLE XI

FREE SPACE (SIDE SET-BACKS)

No part of any one story building structure shall be erected nearer than twenty (20) feet to the side property line, except that cornices, spouting chimneys and ornamental projections may extend to two (2) feet nearer said property line.

ARTICLE XII

PARKING, STORAGE, AND EASEMENTS

No parking and/or storage of trailers, boats and/or recreational vehicles which are not normally used as everyday transportation will be allowed on streets, lots, driveways, backyard or common areas. No overnight parking allowed on any streets within the property. If any parking occurs on streets or common areas for more than 24 hours then those vehicles will be towed at the owner's expense. Furthermore any vehicle, boat or unauthorized vehicle parked in violation of these covenants, even on private property, may be removed by the homeowners association at the owner's expense after ten (10) days written notice to correct the violation has been mailed to the offending homeowner.

The DECLARANT reserves the right to locate, construct, erect, and maintain, or cause to be located, constructed, erected and maintained in and on the Common Areas and the areas indicated on the plat as easements, sewer and other pipeline conduits, poles, and wires, and any other method of conducting or performing any quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

The Owner of any Lot abutting the Common Areas and who must, in order to avail himself of utilities enter and/or cross Common Areas, shall have an easement to do so provided that said Lot Owner shall use the most direct, feasible route in entering upon and crossing said Common Areas and shall restore the surface of the Common Areas so entered and/or crossed to its original condition, at the sole expense of the Lot Owner.

#### ARTICLE XIII

##### REARRANGING, RE-SUBDIVIDING OR RE-PLATTING

No rearranging, re-subdividing or re-plattng may be done without the prior written consent of the Declarant.

#### ARTICLE XIV

##### ADVERTISING, SIGNS, BILLBOARDS, AND MISCELLANEOUS STRUCTURES

Advertising shall be allowed on the Building Lot only by the "Selected Builders" who have been authorized to build homes. Builders who are building a custom sold home and are not a "Selected Builder" can not have any signage or any form of advertising during the construction period, nor any real estate sign during the construction period. No more than two (2) standard size builder or real estate signs on any one Lot. Selected builder and real estate signs only are allowed. Realtors designated by DECLARANT will put sold sign on lot sold.

No signs or billboards will be permitted upon any of the Lots except those advertising the sale or rental of any such property, provided that such signs do not exceed six square feet in area, or those for which written approval has been obtained from the Declarant. With the prior written consent of the Declarant signs will be permitted on the Common Areas for the purpose of identification, direction and ownership and may exceed sign square feet in area. No builder and/or real estate signs are to ever be placed at or on the entrances of RainTree Acres.

Every outbuilding erected on any of said Lots shall be approved in writing by Declarant and shall correspond in style and architecture to the residence to which it is appurtenant.

No field offices are allowed on any builder owned Lots, and/or any Lot.

Outbuildings such as cabanas, greenhouses, playhouses, pergola, pool houses, and similar buildings erected on any said Lots shall be approved in writing in advance of construction, by the DECLARANT.

ARTICLE XV

GENERAL

No tank for the storage of oil or other fluid may be maintained above the ground on any of the Lots. Propane Tanks will be allowed above ground if they are screened from view behind the residence. No tank will be allowed adjacent to another residence. Fencing and or landscaping will be required around the tank the tank may be buried if it meets all requirement of the Health

Department or any other authority of Oklahoma City Building Department. Declarant must approve all tank locations on the lot and fencing and landscaping around tank.

No pergola or any detached structure or building for purely ornamental or other purposes shall be erected on any part of any Lot in front of the building limit line without the prior written consent of the Declarant.

Once the lot is purchased from Declarant the owner of the lot must secure all building permits from the City of Oklahoma City Building Department. Owner of said lot must obtain certification of occupancy permit from the City of Oklahoma City Building Department before they move into the residence. At no time will any owner of the home be allowed to move into the residence before the occupancy permit is issued from the Building Department of Oklahoma City...

The keeping or housing of poultry, cattle, horses, swine, llamas or other livestock; or any kind or character, is prohibited on any Lot or Block in RainTree Acres.

No trash, ashes or other refuse may be thrown or dumped on any Lot of Common Area in this section. All garbage and trash storage must be screened from the view of the public.

No garage or outbuilding on any Lot shall be used as a residence or living quarters. No attached garage may be converted to living quarters unless the garage (2 car or more) is replaced at the time of the remodel.

No house or outbuilding shall be moved to any Lot from another locality, without the prior consent of the Declarant. No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage without the prior consent of the Declarant. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement.

No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons or water or combinations thereof shall be permitted without the prior written consent of the Declarant.

Each Owner of any Lot which abuts a Common Area and upon which abutting portion is erected a fence, building, structure, landscaping, bushes, hedges, trees or similar improvement along said common border, must maintain a strip one foot (1') in width parallel to facilitate the mowing of the Common Area by tractor or other similar mowing machine.

No outdoor clotheslines are permitted.

Basketball goals must be freestanding and cannot be placed on front of the home. No basketball goals to be supported from the dwelling unit.

No skateboard ramps may be constructed in any yard, driveway or Common Area.

Accessory structures including, but not limited to, exterior antennas, radio or television transmission or reception towers and discs, satellite reception antennas and the like shall not be constructed, placed or maintained in the front yard or side yard or on any part of a dwelling unit or garage in the Subdivision. Any such accessory structure shall also be in accordance with the ordinances and regulations of the City of Oklahoma City. No accessory structure(s) will extend above 8' from ground level. DECLARANT may approve small satellite dish attached to home.

It is the intent of the Declarant that the Association maintains the Common Areas in their natural state and thereby preserves the natural beauty and limits the cost of upkeep. Every effort shall be made to preserve the natural state of the Properties and pursuant thereto. Declarant shall have, and does hereby reserve the right to approve removal of all trees that are not directly located on Lots to be improved.

Each Owner/Builder, at his sole cost and expense, shall be responsible to maintain erosion control and cut grass, brush or weeds on their Lot(s) throughout the construction or planning process. Erosion control will be through means of silt fence, hay bales, seeding, sodding, etc. to keep silt, dirt, etc. out of the street and adjacent lots. Grass, brush and weed control will be through mowing or cutting of grass, brush or weeds from the silt fences or curbing to at least the tree line on the lot if such tree line exists. Grass, brush, and weeds during construction can be no higher than 12" in height. Upon notification from the Declarant or City of Oklahoma, Owner/Builder has seven (7) days to remedy the violation. If not remedied the Association may take remedial action and charge the Owner the costs thereof.

#### ARTICLE XVI

##### ARCHITECTURAL CONTROL

At such time as the Class "B" memberships expire, an Architectural Review Committee consisting of three (3) persons shall be appointed by the Board. Replacements to this Board will be made by the Board of Directors, as they consider necessary. So long as Declarant owns any lot in the subdivision the Declarant or its designee shall be entitled to serve on the Architectural Review Committee.

The Architectural Review Committee shall regulate the external design, appearance, use, location and maintenance of the properties and of the improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.



All construction plans for additions, new structures and exterior changes will be submitted to this Committee in writing for approval. If the Committee does not act within thirty (30) days, the structure may be considered approved. Burden of proof of delivery of plans to the Committee is on the Lot Owner.

#### ARTICLE XVII

##### RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the present Owner, its successors and assigns, and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the Owners of said Lots, their successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said Lots and the construction of improvements thereon but no restriction herein set forth shall be personally binding on any corporation, person, or persons, except in respect to breaches committed during its, his or their ownership of title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to the ordinary legal action for damages; and failure of companies or owner or owners of any other Lot or Lots shown in this plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter. The Homeowners Association may enforce these covenants.

#### ARTICLE XVIII

##### RIGHT TO ASSIGN

The Declarant and/or the Developer may, by appropriate instrument, assign or convey to any person, organization or corporation, any or all of the rights, reservations, easements and privileges herein reserved by them, and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges or anyone or more of them at any time or times in the same way and manner as those directly reserved by them or it in the instrument.

#### ARTICLE XIX

##### JUDGMENT CONCLUSIVE

The Declarant shall, in all cases, have the right to say and determine which of the front streets, side streets, rear and side property lines on any plot, and also the set-back from said lines necessary to conform to the requirement hereof, and also to be approved and its judgment and determination thereof shall be final and binding on all parties. This section and the provisions contained hereinabove pertaining to written consent of the Declarant, and other rights and privileges of the Declarant, shall govern all of the Lots herein platted and upon conversion of the Class B membership to Class membership all such consents, waivers or approvals require by Article IX, X, XII, XV, XVII and XVIII shall be exercised by the Board of Directors of the Association or by a committee of three (3) persons appointed by Board of Directors.

ARTICLE XX

DURATION

All of the restrictions as set forth herein shall continue and be binding upon Declarant, and upon its successors and assigns and all Lot Owners for a period of twenty-one (21) years from date of this instrument, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that during the first twenty-one (21) year term if Class B membership has terminated the Owners of nine-tenths (9/10ths) of the Lots and thereafter the Owners of three-fourths (3/4ths) of the Lots herein platted may by written instrument signed by all such persons, vacate or modify all or any part of this Declaration. Any such amendment must be filed of record.

ARTICLE XXI

SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

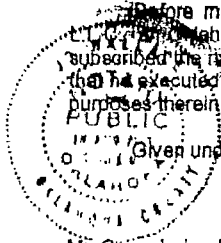
IN WITNESS WHEREOF, RAINTREE ACRES, L.L.C. has set their hand and seal this 11th day of AUGUST, 2003.

RAINTREE ACRES, L.L.C.

By: Thelma Spencer  
THELMA SPENCER, Manager

STATE OF OKLAHOMA        )  
  ) ss.  
COUNTY OF OKLAHOMA     )

Before me, the undersigned appeared Thelma Spencer, Manager of Raintree Acres, L.L.C., an Oklahoma Limited Liability Company, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed of such offer, for the uses and purposes therein set forth.



Given under my hand and seal of office the day and year last above written.

JG Wallace  
Notary Public  
JG WALLACE

My Commission Expires:  
June 23, 2004  
(SEAL)

COMMISSION # 00009123