

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
KINGSRIDGE LAKE ESTATES

THIS DECLARATION, made on this 17th day of September, 2015, by KRLE LLC, an Oklahoma limited liability company, 5506 Stewart Drive, Mustang, Oklahoma 73064, hereinafter referred to as "Declarant."

W I T N E S S E T H

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

SEE EXHIBIT "A"

and sometimes referred to herein as the "Subdivision" or the "Property";

WHEREAS, it is the purpose of this Declaration to cause the real property described on Exhibit "A: to be surveyed and platted, in stages under the name of "Kingsridge Lake Estates" as a subdivision and to create and include as a part thereof permanent open areas at the entrance with improvements, landscaping, fencing, and signage erected or to be erected thereon, and other common facilities for the benefit of this particular community;

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;

WHEREAS, this Declaration imposes upon the Subdivision mutually beneficial restrictions under a general plan of improvement for the benefit of the Owners of each Lot of the Subdivision and establishes a flexible and reasonable procedure for the overall development, administration, maintenance, and preservation of the Subdivision. An integral part of this development is the organization of Kingsridge Lakes Estates Homeowner's Association, Inc., an Oklahoma non-profit corporation comprised of all Lot Owners in Kingsridge Lake Estates to own, operate, and maintain common property and community improvements and to administer and enforce the Governing Documents, as defined below, for Kingsridge Lake Estates;

WHEREAS, there will be incorporated under the laws of the State of Oklahoma, as a non-profit corporation, an entity to be known as Kingsridge Lake Estates Homeowners' Association, Inc. (The "Association"), for the purpose of exercising the aforementioned functions;

NOW THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" attached hereto is and shall be held, sold, conveyed, and occupied subject to the conditions, covenants, restrictions, declarations, easement 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 such 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 Kingsridge Lake Estates Association, Inc., a non-profit corporation to be incorporated under the laws of the State of Oklahoma, its successors and assigns. The Association shall be the Property Owners Association referred to in the plat of the Subdivision.

B. “Corner Lot” shall mean any lot which abuts other than at its rear line upon more than one street and/or Common Area. For this purpose, “Common Area” shall refer to such areas designated on the plat for Kingsridge Lake Estates.

C. “Declarant” shall refer to KRLE LLC, its successors and assigns.

D. “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) “Association Fences or Wall” shall refer to any fence erected or placed along easements and around the entrance.

E. “Frontage” or “Fronts” shall mean the direction or way the major elevation of the house or structure erected on a lot shall face.

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

G. “Member” shall mean and refer to every person and/or entity who holds membership in the Association.

H. “Owner” shall mean and refer to the recorded Owner, whether one or more persons, of a 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 to secure the performance of an obligation.

- I. "Person" shall mean an individual, corporation, partnership, association, trust, or other legal entity, or any combination thereof.
- J. "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 may hereafter be annexed thereto and/or brought within the jurisdiction of and subject to assessment by the Association.
- K. "Street" shall mean any street, lane, drive, boulevard, court circle road, place, manor, or terrace as shown on the attached plat.
- L. "Subdivision" shall mean all or any part of the Property described at the beginning of this Declaration and additional adjoining property which the Declarant may cause to be added to Kingsridge Lake Estates.
- M. "Setbacks" shall mean the lines so designated on the attached plat.

ARTICLE II

CREATION OF THE COMMUNITY

Section 1. Development Intent. Declarant hereby declares that all of the Property described in Exhibit "A" shall be held, maintained, sold, used and conveyed subject to the covenants, conditions, and restrictions which shall run with title to the land. This Declaration shall be binding on and shall inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, their heirs, successors, successors-in-title, and assigns.

This document does not and is not intended to create a condominium within the meaning of the Oklahoma Unit Ownership Estate Act, Title 60, Chapter 11, Section 501 et. seq. of the Oklahoma Statutes Annotated.

Section 2. Governing Documents. This Declaration, together with the By-Laws of Kingsridge Lake Estates Homeowners' Association, Inc., the Articles of Incorporation of Kingsridge Lake Estates Homeowners' Association, Inc., and the Declaration of Easements and Covenant to Share Costs (collectively, the "Governing Documents") shall contain the standards for the Property and the Association. The Governing Documents may be supplemented by Design Guidelines and Use Restrictions as may be prepared by the Architectural Standards Committee and the Rules and Resolutions of the Board of Directors of Kingsridge Lake Estates Homeowners' Association, Inc. A Lot Owner shall be subject to all Governing Documents, Design Guidelines, Use Restrictions and

Rules and Regulations including those issued or amended following the date the Owner of such Lot acquired title.

Section 3. Additional Declarations. Although this initial Declaration includes only the real property described on Exhibit "A" attached hereto, the Declarant may cause additional declarations to be filed with respect to any additional land to be included in the Subdivision which additional declarations will be complementary 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.

Section 4. Owners Subject to Governing Documents. Each Owner as a Member of the Association will be subject to the Governing Documents, as from time to time established and/or amended.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Description of Property. 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, Canadian County, State of Oklahoma, and is more particularly described on Exhibit "A". The description of the Lots and dimensions, area, and location of Common Elements affecting access to each Lot and other Common Elements are graphically shown on the Plat attached hereto and marked Exhibit "B".

Section 2. Lots Subject to Restrictions. All Lots in the Subdivision shall be acquired, transferred, assigned or conveyed subject to the easements, conditions, restrictions and covenants of ownership set forth herein, the Governing Documents, as same may be amended from time to time and the Architectural Guidelines as well as any other documents issued by the Declarant, the Association or the Architectural Standards Committee, as same may be amended from time to time. All lessees and all Lease Agreements as well as all Persons on the Properties shall be bound by and subject to the terms of these documents, whether or not the lease so provides. All Owners shall be responsible for inserting a provision in any lease informing the Lessee and all occupants of these restrictions.

ARTICLE IV

MEMBERSHIP IN THE ASSOCIATION

Section 1. Record Owners. 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 of records to assessment

by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include Persons who hold 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 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.

Section 2. Dues and Assessments. As a member of the Association, each Owner shall be required to pay all dues and assessments thereof and as provided herein and shall remain a Member thereof until such time as their ownership ceases for any reason, at which time their membership in the Association shall automatically pass to the successor-in-title to the subject Lot. The Declarant, the Association and/or each Owner shall have standing to enforce the terms and provisions of this Declaration.

Section 3. Easements for Declarant. During the period the Declarant owns any Lot primarily for the purpose of sale, Declarant shall have an alienable and transferable right and easement on, over, through, under, and across the Common Areas for the purpose of constructing buildings and other improvements in and to the Lots and any additional property and for installing, maintaining, repairing, and replacing such other improvements or changes permitted by this Declaration, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing.

Section 4. Changes in Boundaries; Additions to Designated Common Areas. Declarant expressly reserves for itself and its affiliates, successors and assigns, the right to change and realign the boundaries of the designated Common Areas and any Lots owned by Declarant, including the realignment of boundaries adjacent to Lots owned by Declarant, provided that any such change or realignment of boundaries shall not materially decrease the acreage of the designated Common Areas and shall be evidenced by a revision of or an addition to the applicable Plat which shall be recorded in the office of the Registrar of Deeds for the Canadian County Clerk. Declarant shall be permitted to combine two (2) or more contiguous Lots for development as a single Unit.

Section 5. Easements for Association. There is hereby reserved a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot, or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, only upon advance notice to and with permission of the Owner or lawful occupant of the Lot directly affected thereby.

Section 6. Maintenance Easement. There is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement, which may be exercised following ten (10) days advanced written notice to the Owner, to enter upon any Lot, for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and

removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Property, provided that such easements shall not impose any duty or obligation upon Declarant or the Association to perform any such actions.

ARTICLE V

OWNERSHIP, USE, AND MANAGEMENT OF COMMON AREAS

Section 1. It is contemplated that the Common Area in the Subdivision will ultimately be owned by the Association.

Section 2. Every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

The right of the Association to suspend the voting rights and right to use the Common Area facilities by a Member (i) for a period during which any assessment against such Member's Lot remains unpaid; and (ii) for a period not to exceed sixty (60) days for an infraction of its published rules and regulations.

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 such 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. The Class B Member shall be the Declarant. The Class B Member shall be entitled to four (4) votes for each Lot in which it holds the interest required for membership by Article IV.

ARTICLE VII

COVENANT FOR LIENS AND MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. The Owner for each Lot owned within the Subdivision 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, or as provided by the By-Laws of the Association shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made, pursuant and superior to any homestead or other exemption provided by law. Such 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 attorney's fees shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment fell due. The personal obligation shall not pass to the Owner's successors in title unless expressly assumed by them but, nevertheless, the lien provided herein and which is attached to a Lot by reason of such assessment shall continue to be a charge and lien upon the Lot 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 of the entrance, wall, landscaped area, and Common Areas, including but not limited to, the maintenance, repairs, replacements, and additions thereof, and for the payment of ad valorem and other property taxes and assessments levied thereon, as well as the cost of labor, equipment, materials, management, and supervision thereof, and utility services.

Section 3. Annual Assessments. The annual assessment for each Lot to be paid by the Owner of such Lot shall be as follows:

<u>Type of Member</u>	<u>Amount</u>
Class A	\$750.00 per year
Class B	\$100.00 per year

A. From and after January of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment noted above for Class A Members may be increased effective January 1 of each year without a vote of the membership in conjunction with the rise, if

any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding 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 of 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.

C. After consideration of current maintenance costs and future needs of the Association, the Board of Directors of the Association may increase the annual assessment by an amount not in excess of the increase provided in subsections A and B, above.

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 the Class A Members, a special assessment applicable to that year only, for the purpose or 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 of 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 of any class 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 Assessments. Both annual and special assessments must be fixed at a uniform rate for each Member of each class of Members and shall 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 of each class of membership 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 an adjourned meeting, and at the adjourned 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 preceding meeting.

Section 7. Commencement Date of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. 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 as provided herein at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Within ten (10) days after a Lot is acquired by any Person, the Owner(s) shall furnish written notice of ownership to the Association and the annual assessment, if not paid by the prior Owner, shall be paid pro-rata based on the date of purchase of such Lot and the months remaining in the calendar year. The due date(s) for payment of the annual assessment 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 a specified Lot have been paid. A reasonable charge not exceeding \$100.00 may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments and Remedies. Any assessments which 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 the rate of one and one-half percent (1.5%) per month plus a one-time late fee of \$25.00 for each annual assessment. The Association may bring an action at law against the Owner personally obligated to pay such assessments, and/or foreclose the lien against the subject Lot(s) as provided by the laws of the State of Oklahoma for the foreclosure of a mortgage or deed of trust, with or without power of sale, with costs and reasonable attorney's fees of such action added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas or abandonment of their Lot.

Section 9. Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money 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 purchase money mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer, but the Association shall be entitled to payment of the unpaid prior assessments from the proceeds of such foreclosure sale. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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

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

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

ARTICLE VIII

USES OF LAND

Section 1. Private Residence. 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. Each such dwelling house must be designated for occupancy by a single-family in its entirety.

Section 2. No Offensive Activity. 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.

ARTICLE IX

ARCHITECTURE, SIZE, MATERIAL PLOTTING, AND FENCING

Section 1. Architecture. Complete plans including plot plans, elevations, floor plans, specification, and landscape plans for any structure proposed to be erected must first be submitted to Declarant prior to the commencement of any construction upon all Lots. If the Declarant does not act within thirty (30) days following delivery of such plans in the manner required herein, the plans for the structure may be considered approved.

Section 2. Size and Height. Residences constructed shall be the height and contain the minimum floor space, as follows:

Each residence to be constructed on all Lots and Blocks inclusive must be 3,000 square feet minimum with 1,800 square feet required for the 1st floor. In computing the required square footage, the basement, attached porches, and garages shall be excluded. Excluding a basement which is located below the surface of the Lot, no residence may have more than two (2) floors.

Section 3. Material. The principal exterior of any residence shall be at least sixty percent (60%) brick or stone, and forty percent (40%) may be lap siding or other material which will blend together with the brick or stone. It is the intention of this restriction to allow panels of material other than brick or stone to be used, but in no event shall a continuing wall consisting of forty percent

(40%) 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 each residence to masonry in their construction, but is modified to allow the use of other material to blend with masonry to eliminate repetition of design. Any deviation from the above must be approved by the Declarant in advance of initial construction.

A. 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.

B. All roofing shall comply with the following:

Acceptable roofing material shall be 310 pounds per square or more asphalt composition shingle similar to, but not limited to Elk Products-Prestige I or GAF – Timberline Series. The color of all roofing material shall be: Weatherwood or shadow or other colors that are of matching tone, in the event these named colors not be available. Any deviation from these must be approved by the Architectural Committee or the Declarant, as applicable, prior to initial construction.

C. Brick or stone faced chimney stacks are required for any fireplace located on an outside wall.

Section 4. Fencing. All fencing must be approved by the Declarant in advance of its installation. This includes but is not limited to:

- (a) Association fence;
- (b) Any other fence which will extend beyond the front of any building structure; and
- (c) Adjoining fence.

1. No fences shall be painted. No chain link fences shall be permitted. No wood fences shall be permitted on Lots which border water as reflected on the attached plat. A Lot shall be considered to border water whether or not the Lot boundary extends to the waterline. All fences must be approved in advance by the Declarant.

2. Sight-proof fencing may be used around swimming pools and temporarily around work service areas for privacy, provided that such fencing is at least ten feet (10') from the rear of the Lot line. Approval must be obtained from the Declarant prior to the installation of such private fencing.

3. All adjoining fences must be set back at least two (2) feet from the front of any building structure upon which the fences may abut, unless such fence is determined by the Declarant to be the equivalent of the building structure. All Common Area fences, if the only fence present at that location, shall be maintained by the Owner of the abutting Lot. All wood fencing will be six (6) feet in height from the ground and be "dog-eared" on its top surface. These restrictions may be waived in writing, in whole or in part by the Declarant.

Section 5. Construction Period. 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 twelve (12) months will be permitted, unless further extension of time for the completion of said house improvements is given in writing by the Declarant. If no such consent is given, the Declarant or its designee may, but shall not be obligated to, complete such construction at the cost of its Owner.

Section 6. Landscaping. Landscaping shall be required on all Lots with completion of other improvements and shall conform to a landscape plan approved in writing by the Declarant prior to initial construction of the residence.

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 shall equal or exceed approximately twenty percent (20%) of the ground floor footage of the home. Brick or stone planting beds are recommended;
- (b) Preserve existing trees to the extent practical;
- (c) Provide at least two trees of 4" caliber (either existing or to be planted) in the area between the building line and the street right-of-way at the time of construction;
- (d) Permit reasonable access to utility lines and easements for installation and repair; and
- (e) At the time of completion of construction, the complete lawn will be sodded. Any change in sod requirements must be approved by Declarant.

Section 7. Sidewalks. All sidewalks shall meet specifications of the City of Oklahoma City.

ARTICLE X

SET-BACK OF BUILDING STRUCTURES FROM STREETS

Section 1. Street Set-Back. 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, except as shown on said plat.

Section 2. Deviation. Any deviation from the above must have the prior written approval of the Declarant provided, however, that any such deviation shall not constitute a violation of the set-back requirements of the ordinances of the City of Oklahoma City.

ARTICLE XI

FREE SPACE (SIDE SET-BACKS)

Section 1. Side Set-Back. No part of any one story building structure shall be erected nearer than five feet (5') to the side property line and no part of any 1-1/2 or 2 story building structure shall be erected nearer than eight feet (8') to the side property line on one side, and not nearer than five feet (5') on the opposite side, except that cornices, spouting chimneys, and ornamental projections may extend two feet (2') nearer said property line.

ARTICLE XII

PARKING, STORAGE, AND EASEMENTS

Section 1. Parking and Storage Restrictions. No parking and/or storage of trailers, boats, and/or vehicles which are not normally used as every-day transportation will be allowed on streets, Lots, or Common Areas, except where adequate screening has been previously provided and the Declarant has given its prior approval thereto. No temporary storage facilities such as PODS shall be located on a street, Lot or common area for more than 48 hours during a consecutive six (6) month period except with the prior written approval of the Declarant or the Association, as applicable.

Section 2. Easements. 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 methods 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 Area and who must, in order to avail himself of utilities enter and/or cross a Common Area, 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 Area and shall restore the surface of the Common Area 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

Section 1. No Subdividing. No rearranging, re-subdividing or re-platting may be done except by the Declarant or with the prior written consent of the Declarant.

ARTICLE XV

SIGNS, BILLBOARDS, AND MISCELLANEOUS STRUCTURES

Section 1. No Signs. 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 in advance from the Declarant. With the prior written consent of the Declarant, the signs will be permitted on the Common Areas for the purpose of identification, direction of ownership, and may exceed six square feet in area.

Section 2. Architecture. Every outbuilding erected on any of said Lots, shall, unless the Declarant otherwise consents in writing, correspond in style and architecture to the residence to which it is appurtenant. No outbuilding shall exceed 100 square feet in size.

Section 3. Cabanas. No outbuildings such as cabanas, greenhouses, playhouses, pergola, and similar buildings shall be erected on any of said Lots unless approved, in advance of construction, by the Declarant within thirty (30) days after submission of plans.

Section 4. Mailboxes. All mailboxes of brick or stone shall match exterior material of the home and shall not exceed 40" in width and 24" in depth and 60" in height.

ARTICLE XVI

ADDITIONAL RESTRICTIONS ON USE

Section 1. Storage. No tank for the storage of oil or other fluid may be maintained under or above the ground on any of the Lots.

Section 2. Structures. 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 on the Declarant.

Section 3. Animals. The keeping or housing of poultry, cattle, horses, or other livestock, of any kind or character, is prohibited on any Lot in Kingsridge Lake Estates.

Section 4. Trash. No trash, ashes, or other refuse may be thrown or dumped on any Lot or Common Area in Kingsridge Lake Estates. All garbage and trash storage must be screened from the view of the public.

Section 5. Living Quarters. 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.

Section 6. Restriction on Outbuildings and Other Structures. 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 in any way impedes 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 of any Lot or 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.

Section 7. No Oil and Gas Drilling. 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.

Section 8. Abutment to Common Area. 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 machine.

Section 9. No Clothes Lines. No outdoor clothes lines are permitted.

Section 10. Basketball Goals. Basketball goals must be free-standing, professionally built, maintained in an orderly manner, and set back at least ten feet (10') from front property line.

Section 11. No Skateboard Ramps. No skateboard ramps may be constructed in the front or side yard of any Lot or Common Area.

Section 12. Exterior Antennas. 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 other part of a dwelling unit or garage in the Subdivision except in a location approved by Declarant. 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 six feet (6') from ground level.

Section 13. Common Areas. It is the intent of the Declarant that the Association maintain the Common Areas in their natural state and thereby preserve the natural beauty and limit 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 which are not directly located on Lots to be improved.

Section 14. Sidewalks. Each Owner of a Lot, when construction of improvements is finished or nearly finished thereon, shall construct a sidewalk on or abutting such Lot in strict accordance with the ordinances and regulations of the City of Oklahoma City, provided however, that such Owner shall, at their sole cost and expense, restore any portion of the Common Areas disrupted by such sidewalk construction.

Section 15. Abutting Property. Each Owner, at his sole cost and expense, shall be responsible for grass sodding, trimming, and maintaining the right of way abutting each Owner's Lot.

Section 16. Maintenance to Waterline. Each Owner of a Lot which fronts or otherwise borders a lake, pond or waterway as reflected on the attached plat shall be responsible to maintain the property to the waterline although a portion of such property may lay outside the boundary of such Owner's Lot line. In consideration for maintaining the property to the waterline, there will be no public access to any common area between the Owner's Lot line and the waterline.

Section 17. Distance to Waterline. All structures or other improvements constructed on a Lot shall be located that distance from the established waterline approved or prescribed by the Declarant or the Association, as applicable. For this purpose, the Declarant or the Association shall determine a permanent or semi-permanent (for a minimum of five years) location for the established waterline.

ARTICLE XVII

ARCHITECTURAL REVIEW BOARD

Section 1. Architectural Review Board. At such time as the Class "B" membership expires, an Architectural Review Board consisting of three (3) persons shall be appointed by the Board of Directors of the Association. Replacements to this Board will be made by the Board of Directors as they consider necessary.

Section 2. External Design. Following its appointment as provided herein, the Architectural Review Board shall regulate the external design, appearance, use, location, and maintenance of the landscaping and the improvements on each Lot in the Subdivision 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.

Section 3. Construction Plans. Upon expiration of the Class "B" membership and following the appointment of the Architectural Review Board, all construction plans for new structures, additions to existing structures, and exterior changes will be submitted to this Board in writing for approval. If the Board does not act within thirty (30) days, the structure may be considered approved.

ARTICLE XVIII

RIGHT TO ENFORCE

Section 1. Restrictions. 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, each of whom 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. No restriction herein set forth shall be binding on any Person, except in respect to breaches committed during such Person's ownership of title to said land. The Declarant, the Association and the Owners of any portion of the Subdivision shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach or to enforce the observance of the restrictions above set forth in addition to the ordinary legal action for damages. The failure of the Declarant, the Association or the 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.

ARTICLE XIX

RIGHT TO ASSIGN AND EXPIRATION OF CLASS B MEMBERSHIP

Section 1. Assignments. 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 any one or more of them at any time or times in the same way and manner as those directly reserved by them.

Section 2. Expiration of Class B Membership. The Class B Membership shall expire upon the sale or other transfer of all Lots owned by the Declarant.

Section 3. Assignment to the Association. The Declarant shall transfer, convey and assign the Common Areas to the Kingsridge Lake Estate Homeowners' Association at such time as the Declarant has sold or otherwise transferred fifty percent (50%) of the Lots as reflected on the attached plat.

ARTICLE XX

JUDGMENT CONCLUSIVE

Section 1. Judgment. The Declarant shall, in all cases have the absolute and unconditional right to determine the front street, side street, rear and side property lines on any Lot, and shall also determine the set-back from said lines necessary to conform to the requirements thereof. With regard to all other matters in this Declaration, which require the approval, consent or written review of the Declarant, the judgment and determination of the Declarant shall be final and binding on all parties and shall govern all of the Lots herein platted.

Section 2. Transfer of Authority by Declarant. Upon the sale of all Lots owned by the Declarant and the conversion of the Class "B" membership for such Lots to Class "A" membership, the authority to issue all consents, waivers, and approvals or to refrain from issuing such consents, waivers, and approvals as required by this Declaration shall be exercised by the Board of Directors of the Association or the Architectural Review Committee appointed by the Board of Directors.

ARTICLE XXI

DURATION

Section 1. Duration. All of the restrictions as set forth herein shall continue and be binding upon Declarant, and upon its successors and assigns, for a period of thirty (30) years from the date of this instrument and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however that during the first thirty (30) year term 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 a part of this Declaration. Any such amendment must be filed of record.

ARTICLE XXII

SEVERABILITY AND NOTICE

Section 1. 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.

Section 2. Blue Pencil Provision. If it is determined by a court of competent jurisdiction that any covenant in this Declaration is excessive in duration or scope or is unreasonable or unenforceable under applicable law, it is the intention of this Declaration that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of the state or other jurisdiction. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.”

Section 3. Service of Notice. All documents addressed to Declarant and all written requests to be served on the Declarant, must be delivered by certified mail, return receipt requested, to the address noted on page one hereof. All written requests to the Association shall be delivered by certified mail, return receipt requested, to the address determined by its Board of Directors and provided to the Lot Owners.

IN WITNESS WHEREOF, the Declarant has set forth their hand and seal this 17th day of September, 2015.

KRLE LLC, an Oklahoma limited liability company

By *Tony J. Ellison*
Tony J. Ellison, Manager

STATE OF OKLAHOMA)
) SS.
COUNTY OF Canadian)

Before me, the undersigned, a Notary Public in and for said County and State on this 17th day of September, 2015, personally appeared Tony J. Ellison, Manager of KRLE LLC, an Oklahoma limited liability company, to me known to be the identical person 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 on behalf of said limited liability company for the purposes therein set forth.



Janelle Mowdy
Notary Public

EXHIBIT "A"

A tract of land in the Southeast Quarter (SE/4) of Section Twenty-two (22), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being more particularly described as follows: Beginning at the Southwest corner of the SE/4 (SW Corner being a 3/8" Iron Pin); Thence N00°13'10"W on the West line of said SE/4, a distance of 1318.60 feet to a point; Thence S89°54'04" E, a distance of 2174.99 feet to a point on a curve on the West Right-of-Way line of the John Kilpatrick Turnpike; Thence Southwesterly on a curve to the left on the West Right-of-Way line of the John Kilpatrick Turnpike, having a radius of 3944.72 feet (a Chord Bearing of S31°18'44"W and a chord length of 1397.02 feet), for an arc length of 1404.42 feet to a point; Thence S89°30'47"W on the West Right-of-Way line of the John Kilpatrick Turnpike, a distance of 412.85 feet to a point; Thence S85°07'19"W on the West Right-of-Way line of the John Kilpatrick Turnpike, a distance of 803.06 feet to a point; Thence S00°07'21"W on the West Right-of-Way line of the John Kilpatrick Turnpike, a distance of 50.00 feet to a point on the South line of said SE/4; Thence N89°52'39"W on the South line of said SE/4, a distance of 230.81 feet to point or place of beginning.

