



By KS, Deputy 38.00
Return to:
Southwind Hills Land Dev.
468 SW 24th Ave
Goldsby Ok 73093

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHAPEL ACRES ADDITION

THIS DECLARATION, made this 1st day of October, 2018 by SOUTHWIND HILLS LAND & DEVELOPMENT, LLC, an Oklahoma limited liability company, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain real property located in Goldsby, McClain County, State of Oklahoma, which is more particularly described on Exhibit A, attached hereto and made a part hereof by this reference (the "Property"); and

WHEREAS, Declarant has caused the Property to be platted under the ordinances of the Town of Goldsby under the name of "Chapel Acres" and intends to create thereon a residential community containing common areas, which will be maintained for the benefit of those living within the community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance and improvement of the common areas and other common facilities now existing or hereafter erected thereon; and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereafter set forth, each and all of which are for the benefit of the Property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the foregoing purposes to create an agency to which should be delegated and assigned the powers of maintaining and administering the common areas and facilities, enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Oklahoma, as a non-profit corporation, Chapel Acres Homeowners Association, Inc., for the purpose of exercising the aforementioned functions;

AND Declarant further declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth, which shall run with such real property and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof, and such owner's heirs, devisees, personal representatives, trustees, successors and assigns, such covenants and restrictions being hereby imposed upon such real property and every part thereof as a servitude in favor of each and every other part thereof as the dominant tenement.

ARTICLE I.

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

- 1.1 "Architectural Committee" shall have the meaning specified in Section 5.1 below.
- 1.2 "Association" shall mean and refer to Chapel Acres Homeowner Association, Inc.
- 1.3 "Board" shall mean the Board of Directors of the Association.
- 1.4 "Chapel Acres Homeowner Association, Inc." shall mean and refer to Chapel Acres Homeowner Association.
- 1.5 "By-Laws" shall mean the Bylaws of the Association which are or shall be adopted by the Board as such Bylaws may from time to time be amended.
- 1.6 "Certificate" shall mean the Certificate of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma, as same may from time to time be amended.
- 1.7 "Common Areas" shall mean that portion of the Property described in Exhibit B hereto, all improvements thereon or hereafter completed thereon, including, without limitation, the entranceway, gate, and perimeter fencing.
- 1.8 "Declarant" shall mean Southwind Hills Land & Developments, LLC, an Oklahoma Limited Liability Company.
- 1.9 "Dwelling" shall mean the one (1) single family (as defined by the Ordinances of the Town of Goldsby) residence constructed on a Lot.
- 1.10 "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the main residence which it serves, and shall include, but not be limited to, carports, garages, outbuildings, tool shed, kennels, cabanas, greenhouses and any temporary structures.
- 1.11 "Final Site Development Plan" shall mean the plan (Site Development Plan and Design Statement) filed with the Town of Goldsby in connection with the approval by the Town of Goldsby for the property.
- 1.12 "Lot" shall mean those tracts of land so designated on the Plat.
- 1.13 "Member", "Class A Member" and "Class B Member" shall mean those persons so defined in Section 3.2 below.
- 1.14 "Owner" shall mean the record owner, whether one or more persons, of the fee simple title or any Lot, including contract sellers, but shall not include a mortgagee unless such mortgagee has

acquired title pursuant to foreclosure; nor shall such term include any other Person who has an interest merely as security for the performance of an obligation.

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

1.16 "Plat" shall mean the final plat of the Property which is filed of record in the office of the County Clerk of McClain County, Oklahoma.

1.17 "Site Development Plan" shall mean the plan of file with the Town of Goldsby.

1.18 "Turnover Date" shall mean the date the Declarant calls and holds a meeting of the Members to activate assessments and commence Association maintenance of the Common Areas.

1.19 "Visible from Neighboring Property" shall mean, as to any given object, that such object is visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

1.20 "Visible from the Street" shall mean, as to any given object, that such object is visible to a person six feet tall, standing on any street right of way within the Property or the Additional Property.

ARTICLE II.

PROPERTY RIGHTS IN COMMON AREAS

2.1 Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot.

2.2 Title to Common Areas. See Attached Exhibit B which includes all open areas and community clubhouse

2.3. Limitations Upon Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following;

2.3.1 The right of the Association, in accordance with its Certificate and Bylaws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage those portions of the Common Areas to which the Association has acquired legal title, provided, however, any such mortgage shall provide that in the event of a default the mortgagee's rights thereunder as to any of such Common Areas shall be limited to a right, after taking possession thereof, and without changing the character thereof, to charge admission and other fees as a condition to continued enjoyment by the Members until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored.

2.3.2 Except as provided in Section 2.3.1, above, the right of the association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure; and

2.3.3 The right of the Association to charge the Member reasonable admission and other fees for the uses of the Common Areas; and

2.3.4 The right of the owner of the legal title to the Common Areas to convey to any public agency, authority, or utility, easements for drainage or underground utility purposes across any part of the Common Areas, provided that the proposed design and location of each such drainage and underground utility facility be first submitted in writing to and approved by the Architectural Committee, and further provided that the Architectural Committee's approval shall be in writing, and may be qualified upon the satisfaction of specified conditions, but further provided that in the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans have been submitted to it, approval will not be required and this condition will be deemed satisfied; and,

2.3.5 The right of the Association to dedicate or convey all or any part of the Common Areas to which it has acquired legal title to any public agency, authority, or utility for such purposes other than those specified in Section 2.3.4 above, and subject to such conditions as may be agreed to by the Members, provided that no such dedication or conveyance by the Association shall be effective unless approved by the affirmative vote in person or by proxy of two-thirds (2/3) of all Members, and unless written notice of the proposed dedication or conveyance and of the meeting at which approval therefore will be sought is sent to every Member at least ninety (90) days in advance of such meeting. Any such dedication must be approved, in writing, by the Town of Goldsby.

2.4 Duties of Association. The Association shall maintain, repair and to the extent deemed appropriate, improve the Common Areas in a manner which will benefit all Owners; provided, however, any Owner whose negligence contributes to the damage caused to the Common Areas shall be responsible for the damage caused thereby. The Association shall obtain general liability insurance of at least One Million Dollars (\$1,000,000.00) for accidents which might occur on the Common Areas in addition to adequate loss insurance required for the community clubhouse, entrance, and fencing.

2.5 Community Clubhouse. The Association shall adopt certain rules and conduct as to how the community clubhouse will be maintained by the Owner's within Chapel Acres. The Association will manage the use and maintenance of gym, children's area, family meeting spaces, basketball court, bocce ball, grilling areas, pavilion, etc. While the Association will be responsible for maintenance, mowing, utilities, property taxes and insurance, the Association does have a high expectation of the Owners using this space to assist in the upkeep, cleanliness, and general preparedness for the enjoyment of their fellow Owners.

2.6 Road. All roads are private within Chapel Acres. Declarant will be responsible for upkeep and maintenance of roads, except in the case of damage to roads by contractors or supplies loading or unloading on roads and not within Construction Drives, see Section 7.7. Declarant, upon the sale of the final lot, will turn Association over to Owners who will then at that time accept responsibility of roads maintenance and upkeep.

2.6 Perimeter Fence. The Association is hereby granted an easement over and across the Lots on which, or adjacent to which, the Perimeter Fence is located, for the purpose for repairing and maintaining the Perimeter Fence.

2.7 Sprinkler Systems. Declarant may install a sprinkler system on some of the Common Areas. The Association shall maintain the sprinkler system in good state of repair.

2.8 Rights of Declarant/Association. Declarant reserves the right, until title is passed to the Association, to convey to any public agency, authority or utility, easements for drainage or underground utility purposes across any portion of the Common Areas. Thereafter, the Association shall have this right so long as the plans for such an easement have been approved by the Architectural Committee, as provide in Section 2.3.5.

2.9 Delegation of Use. Any Owner, in accordance with the Bylaws, may delegate his/her right of enjoyment of the Common Areas to the members of his/her family, his/her tenants or contract purchases who reside on such Owner's Lot.

ARTICLE III.

MEMBERSHIP, CLASSES OF MEMBERS, AND VOTING RIGHTS

3.1 Membership. Every Owner of a Lot shall be a member (hereafter "Member") of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.2 Voting Rights. The Association shall have two classes of voting membership:

Class A. "Class A Members" shall be all Owners with the exception of the Declarant and/or its affiliated or related entities and shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an 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 Members" shall be the Declarant and any of its affiliated or related entities owning a Lot, which shall be entitled to ten (10) votes for each Lot of which the Declarant or its affiliate is the Owner.

ARTICLE IV.

ASSESSMENTS AND PROCEDURE

4.1 Covenant for Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual maintenance assessments, and (2) special assessments for capital improvements or for the purposes otherwise expressed in the Declaration, both of which assessments are to be established and collected as hereinafter provided. Such Assessments shall be charges upon and shall be continuing liens upon the property against which each such assessment is made, paramount and superior to any homestead or

other exemption provided by law and shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Areas.

4.3 Annual Assessments. The maximum initial annual assessment for each Lot shall be One Thousand Two Hundred Dollars (\$1,200.00) for each vacant Lot and Dwelling. After the first year of assessments being levied, the Board may increase the annual assessment by no more than ten percent (10%) above the assessment from the previous year. Any increase above ten percent (10%) shall require a two-thirds (2/3) vote of the Members at a meeting duly called for this purpose, written notice of which, setting forth the purpose of the meeting, shall be sent to all Members not less than ten (10) nor more than forty (40) days in advance of the meeting.

4.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas; provided that any such assessment shall have the assent of at least two-thirds (2/3) of the Members pursuant to votes cast at a meeting duly called for this purpose, notice of which meeting shall be sent to all members of such class not less than ten (10) no more than forty (40) days in advance of the meeting.

4.5 Notice and Quorum for Meetings. Notice of all meetings of the Members of the Association shall be given as provided in the Bylaws. At any meeting of the Members of the Association, the presence at the meeting of Members or written proxies entitled to cast a majority of all the votes of the Membership shall constitute a quorum; provided, however, that if a quorum is not present at any meeting duly called, the Members present, although less than quorum, may give notice to all Members as required herein for the transaction to be considered at an adjourned meeting, and at the adjourning meeting whatever Members are present shall constitute a quorum.

4.6 Commencement Date of Annual Assessments. The annual maintenance assessments provided for herein shall commence as to all Owners who are members on the date (which shall be the first day of a month) to be fixed by the Board on or after the Turnover Date. Until thirty (30) days after the Turnover Date the Common Areas shall be maintained by Declarant.

4.7 Credit for Expenditures. Notwithstanding the foregoing, monies expended by the Declarant during any assessment period in improving, maintaining and operating the Common Areas shall be applied as credits to the sums otherwise owed by the Declarant to the Association hereunder as annual maintenance or special assessments for the same period, upon the receipt by the Association of satisfactory evidence thereof from the Declarant. Should the amounts so expended by the Declarant in any assessment period exceed the assessments against the Declarant for that period, the difference shall be carried over and applied as a credit or credits in the succeeding period or periods.

4.8 Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the then current per annum national prime rate as published by the Wall Street Journal, or its successor, plus four percent (4%), and the Association

may bring an action at law against the owner personally obligated to pay the same and/or foreclosure the lien against the Lot, and there shall be added to the amount of the delinquent assessment the costs of preparing the petition or complaint in the action. Any judgment thereafter obtained shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by the abandonment of his/her Lot.

4.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any Lot being assessed. Sale or transfer of any Lot shall not affect the assessment lien, provided that the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but further provided that no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

4.10 Initial Board of Directors. The initial Board shall be Brett Adkins, Tina Adkins, and Kristopher Boyd, or replacements selected by Declarant, who shall be authorized to elect officers as provided in the Bylaws. The initial Board shall serve until the Turnover Date, at which time they will resign, the Members shall accept their resignations and elect a new Board. The new Board will provide notice of the commencement date for annual assessments within the period provided in Section 4.11.

4.11 Duties of the Board. With respect to assessments, the Board shall:

4.11.1 Fix the commencement date for annual assessments within forty-five (45) days after the Turnover Date against all Lots then owned by the Declarant and against all Lots then owned and occupied by other Owners, and send written notice thereof to all Owners, including Owners of unoccupied Lots, at least thirty (30) days before such commencement date; and

4.11.2 Cause the Association to prepare and maintain a roster of Lots, the Owners thereof, the assessments applicable thereto, if any, and the status of the payment thereof, which shall be kept in the office of the Association and which shall be open to inspection by any Owner; and

4.11.3 Upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, stating whether said assessment has been paid, or if being paid in installments, whether payments are current. Such certificate shall be conclusive evidence of payment of any assessment or installment thereof which is therein stated to have been paid.

4.12 Exemption from Assessments. All Common Areas and Lots owned by the Declarant or its affiliates or related entities are exempt from assessments.

ARTICLE V.

ARCHITECTURAL COMMITTEE

5.1 Review. No building, fence, wall, walk, driveway or other structure or improvement shall be commenced, erected or maintained upon the Property until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the "Architectural Committee", which shall, as used herein, mean the Declarant, until the Declarant resigns or is dissolved, and thereafter, the Board or a committee composed of three (3) or more representatives appointed by the Board. Architectural approval shall be at the discretion of the Architectural Committee. All approvals shall be in writing and may be qualified upon the satisfaction of specified conditions: provided, however, that in the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it (as evidenced by written receipt of the Architectural Committee or a return receipt for certified mail).

5.2 Fees. No fee shall ever be charged by the Architectural Committee or by the Association for the review specified in Section 5.1, or for any waiver or consent provided for herein.

5.3 Proceeding with Work. Upon receipt of approval as provided in Section 5.1, whether in writing or automatically by lapse of time, the Owner shall, as soon as is practicable, satisfy all conditions of such approval, if any, and proceed with the approved work. Unless such work commences within one (1) year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 5.1.

5.4 Liability of Architectural Committee. Neither the Architectural Committee nor any member, employee or agent thereof, shall be liable to any Person submitting plans for approval, or any other Person, by reason of mistake in judgment, negligence, or nonfeasance, arising out of or in connection with the approval, disapproval or failure to approve any such plans, or for any other action in connection with its or their duties hereunder.

ARTICLE VI.

EXTERIOR MAINTENANCE

6.1 Responsibility. Each Owner shall be responsible for the exterior and interior maintenance of the Dwelling located on their Lot, and said Owner shall keep the roofs, gutters, downspouts, of the Dwelling and the lawns and plantings within the Lot in good repair and condition at all times.

6.2 Board's Right – Special Assessment. In the event any Owner in the opinion of the Board has failed to maintain the exterior of the Dwelling, as aforesaid, including the lawn and plantings, the Board shall give the Owner notice in writing of the deficiencies. The Owner shall have thirty (30) days within which to cure the deficiencies. Should the Owner fail to cure the deficiencies in thirty (30) days, the Board shall be authorized to have the work performed at the expense of the Owner. There shall be added to the actual cost of the work fifteen percent (15%) to cover the administrative expense of the Board. In such event, at the conclusion of the performance of the work, the Board shall notify the Owner

of the cost of performing the work, and if the Owner does not pay within fifteen (15) days, said cost shall be deemed an unpaid special assessment and shall be a lien of the Property and subject to all collection right therein provided.

6.3 Access at Reasonable Hours. For the sole purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day, except Sunday or a legal holiday.

ARTICLE VII.

GENERAL RESTRICTIONS

7.1 Land Classification; Right to Rent. All Lots within the Property are hereby classified as Single-Family Lots, i.e., each Lot shall be used exclusively for a Dwelling of not to exceed two and one-half (2.5) stories. Dwelling shall be no less than 2750 square feet. No occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or any Dwelling without HOA Board approval. Garage sales are specifically prohibited; however, with Board approval an estate sale may be conducted in a Dwelling. Dwellings shall not be rented by the Owner for any period less than thirty (30) days and any lease shall be in writing and shall be subject to the restrictions contained in this Declaration. A copy of each lease shall be provided to the Association. No vacation or short-term rentals will be permitted (i.e. Airbnb, VRBO, etc.).

7.2 No Subdividing of Lots. No Lot shall contain more than one (1) Dwelling. No Lot may be divided into two or more Lots without the approval of the Architectural Committee, subject to the submission and approval of a revised Final Plat to the Town of Goldsby. Individual Lots may, however, be adjusted as to size, provided a Lot Line Adjustment has been approved by the Town of Goldsby and filed for record in the office of the County Clerk of McClain County, Oklahoma.

7.3 Setbacks. All improvements erected, placed, altered or permitted to remain on any Lot shall be set back not less than fifty (50) feet from the front property line and not less than fifty (50) from the rear property line and twenty-five (25) feet from the side lot line.

7.4 Garages & Driveways. All structures must be situated so that there is parking space for at least three (3) automobiles will be available on a paved surface, and a minimum of a three (3) car garage will be constructed with each Dwelling. Dwellings shall be constructed with concrete driveways. Garages shall be used for the storage of vehicles. No garage shall ever be converted into a room or a living area. Open carports, unless specifically approved by the Architectural Committee, are prohibited. Direction of garage facing will be approved by Architectural Committee (i.e. front, side, rear loading)

7.5 New Construction Only. All Dwellings shall be of new construction, and no Dwelling (new or used) may be moved from another area into the Property. Mobile homes of any kind shall not be allowed to be placed or parked either permanently or temporarily on any Lot.

7.6 Location of Dwelling. All Dwellings shall be located on the Lot facing the direction approved by the Architectural Committee.

7.7 Construction Drive. All Lots shall have a construction drive built for all loading and unloading of construction equipment and materials. No equipment or materials may be unloaded on the road. Any damage to the roads will be repaired at Lot Owner's expense.

7.8 Easements and Drainage. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these utility easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the utility reserves, or which may obstruct or alter the flow of water through drainage channels in the utility reserves. The utility easement area of each Lot and all improvements permitted therein shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority or utility company shall be Owner's responsibility: and it shall be the responsibility of the Owner to: (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, or obstruct or alter the flow of surface water in the channels or swales, whether they be in easements or contained on the individual Owner's Lot, (b) provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority or utility company is responsible, and (c) confirm to the drainage plan for the Property on file with The Town of Goldsby.

Additionally, culverts at the entrance of driveways are the responsibility of each Lot Owner. The size of each culvert must be approved by the Architectural Committee to ensure proper flow of drainage. The Lot Owner must keep up with maintenance, keeping culvert free of debris to ensure proper flow of water. Culverts crossing a development road shall be the responsibility of the Association. The Association must keep up with maintenance, keeping culvert free of debris to ensure proper flow of water.

7.9 Landscaping. Each Owner shall install, at their own cost, landscaping approved by the Architectural Committee on the front and side portions of the Owner's Lot. All Lot Owners shall continuously maintain landscaping with respect to each of their Lots, such as mowing of lawn, planting and maintaining of shrubs and trees.

7.10 Nuisance. No noxious 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.

7.11 Detached Structure. Detached Structure shall be allowed on Owner's Lots with the prior written approval of the Architectural Committee. Design of detached structure must be submitted to Architectural Committee and be of similar style to Primary Dwelling (i.e. roof, masonry, color, etc.). A site plan must also be submitted with design.

7.12 Air Conditioners. No window type air conditioners shall be permitted in Dwellings or Detached Structures.

7.13 Trash Receptacles. Trash receptacles shall not be either visible from neighboring property or visible from the street and shall be placed at the rear of the residence or screened from view with a masonry wall matching the material on the Dwelling of not less than four (4) feet nor more than six (6) feet in height. Town of Goldsby does not provide curbside pick-up. The Association may contract with a

third party for trash removal or residents may use trash compound provided at the Town of Goldsby location. The burning of garbage is not permitted.

7.14 Utility Lines. All service lines for telephone, cable TV and other utility services shall be kept underground.

7.15 Animals. No animals, fish, reptiles or fowls, other than a reasonable number of generally recognized house pets, shall be maintained on any Lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No dog runs or kennel pens shall be visible to street or visible to neighbors property. No pet shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Board shall determine, in its sole discretion, whether for the purposes of this Section, a particular animal, fish, reptile or fowl shall be considered to be a house or yard pet, or a nuisance, whether the number of pets on any Lot is unreasonable, provided, however, that horses, mules, donkeys, cattle, pigs, goats, and sheep shall not be considered as house or yard pets hereunder. The Association shall be permitted to promulgate further rules restricting the size, number and variety of house pets, areas where pets are permitted within the Property and issues related to cleanliness of the areas where pets are permitted. Chickens confined in a chicken coop are permitted, not in excess of six, and no roosters allowed.

7.16 Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than 6 square feet advertising the Lot for sale, signs used by a builder to advertise the Lot during the construction and sales period, or signs placed by Declarant to advertise or identify the Property during development. No rental signs shall be permitted. No signs shall be permitted in the Common Areas. Nothing herein shall restrict Declarant's right to construct entrance gateways or permanent signs identifying the development.

7.17 Antennas and Satellite Dishes. All radio and television antennas shall be located inside the Dwelling so as to not be visible from neighboring property or visible from the street. One (1) satellite dish of not in excess of one (1) meter in diameter or diagonal measurement shall be permitted on any Lot so long as it is not visible from neighboring property; provided however, if the satellite dish cannot be placed upon the Lot in a location that complies with the foregoing location restriction and receive quality programming signals, it may be relocated to a place on the Lot, so long as it is not visible from the street.

7.18 Solar Equipment. No solar equipment shall be allowed on the exterior of any structure in the Property, unless specifically approved, as to type and location, by the Architectural Committee.

7.19 Roof. All roofs must be a minimum of 6/12 pitch. Roofing materials shall be submitted to the Architectural Committee for approval of color, materials to be used, and application.

7.20 Imitation Rock. No pre-manufactured and/or pre-formed rock or brick, otherwise known as imitation rock, shall be permitted on the exterior of any Dwelling, unless approved by the Architectural Committee.

7.21 Exterior of Dwellings. The exterior of any Dwelling shall be a combination of brick, stone, and stucco masonry as approved by the Architectural Committee. Cast stone may be used subject to approval by the Architectural Committee.

7.22 Vehicles and Storage. No vehicles, boats, trailers or campers are to be parked or stored on any Lot on the street adjacent thereto. Owner's vehicle shall be parked in garages; streets adjacent to any Lot are not to be used as storage areas for such items as boats, trailers, lumber, recreational vehicles, motorhomes, campers, house trailers, mobile homes, tractors, other agricultural or commercial machinery, or airplanes. Guest parking on the street shall be in the direction of the traffic flow. Parking violators will receive a first notice placed on the offending vehicle and thereafter the offending vehicle will be subject to being towed at Owner's expense.

7.23 Vent Pipes. All vent pipes are to be kept at a minimum height and shall be of such materials or be painted to blend with the roof.

7.24 Storage or Building Materials. With the exception the initial building phase on Lots owned by Declarant or its affiliates, no building materials are to be placed or stored on any Lot until construction is to begin, and construction shall be completed within one (1) year from commencement of construction. During construction, the Owner shall provide and use a trash container.

7.25 Usage of Easements. Declarant reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as easements, sewer and other pipelines, conduits, and any other methods of conducting or performing any public utility or quasi-public utility function above or beneath the surface of the ground, with the right of access any time to the same for the purpose of repair and maintenance.

7.26 Treehouse and Platforms. No treehouses, platforms in trees, play towers or other similar structures on any Lot shall be visible from neighboring property or visible from the street, without written approval from Architectural Committee and the Association.

7.27 Fencing. Property perimeter fences, where approved by Declarant and Architectural Committee shall be consistent with development perimeter and entrance fencing. No fences shall be constructed except after approval and review by Declarant and Architectural Committee. All fences shall be designed and constructed so as to be compatible with the neighborhood. All fences shall be constructed of wooden 3 rail fence. All fencing must be stained. Stain must be approved by Declarant and Architectural Committee prior to staining and must be stained within 7 days of completion. No chain link fences shall be permitted. All fences shall be designed and constructed so as to not constitute a nuisance or offensive effect on other persons residing within the subdivision. Privacy enclosures of open patios, swimming pools or garden courts where approved by Declarant and Architectural Committee may not exceed seventy-two (72) inches in height if allowed by Declarant.

7.28 Temporary Structure. No structure of a temporary character, such as a trailer, mobile home, tent, garage, barn or other outbuilding, with the exception of a port-a-potty during construction, shall be allowed on any Lot at any time.

7.29 Vacant Lots. No trash, refuse, caves or tree houses are to be placed, constructed or stored on any vacant Lot.

7.30 Athletic Equipment. Athletic goals and equipment may be erected and maintained on any Lot with the Architectural Committee's approval of placement on Lot.

7.31 Mailboxes. The placement, style, and materials used for the Owner's mailbox shall be approved in advance by Declarant.

7.32 Septic. All septic tanks and lateral lines must conform to minimum State regulations and shall be constructed in accordance with the recommendations of the Department of Environmental Quality. Prior to covering any septic tank system, the owner must obtain and pass inspection from the Town of Goldsby and the Health Department. No septic system tank may be constructed on one lot which would interfere with the property drainage either on the lot of the Owner, or any other Lot. Lagoon systems are not permitted.

ARTICLE VIII.

INSURANCE

8.1 Owner's Responsibility. Each Owner shall be responsible for purchasing loss and extended coverage insurance for the Dwelling constructed in an amount equal to at least ninety percent (90%) of the fair market value of the Dwelling and Lot.

8.2 Association's Responsibility. The Association is responsible for obtaining insurance for the Clubhouse, Entrance, Fencing, and Common Areas as required by Section 2.4 thereof.

8.3 Certificate of Insurance. The Association shall have the right to request insurance certificates from the Owner's insurance companies from time to time, to verify the existence of the insurance required under Section 8.1.

ARTICLE IX.

GENERAL PROVISIONS

9.1 General Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such litigation shall be entitled to the award of a reasonable attorney fee to be paid by the other party.

9.2 Municipal Enforcement. In the event the Association fails to maintain the Common Areas and a complaint is made to the Town of Goldsby, the Town of Goldsby shall have the right, after giving the Association thirty (30) days written notice and an opportunity to cure, to perform the maintenance work, in which event the amount expended by the Town of Goldsby shall be deemed, for all purposes, a special assessment, as provided in Section 4.4 above, and the amount thereof shall be a lien on each Lot pursuant to Section 4.1 in an amount determined by dividing the amount expended by the number of Lots in the Property. Such a lien shall be evidenced by the filing by the Town of Goldsby of a Notice in the office of the County Clerk of McClain County, Oklahoma, and shall be subordinate in the manner provided in Section 4.9.

9.3 Term and Amendments. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declarant, so long as it owns one or more Lots, may unilaterally amend this Declaration at any time by filing an amendment in the Office of the County Clerk of McClain County, Oklahoma; provided, however, no such amendment shall affect or impair the lien of any first mortgage upon any Lot or any warranty made by an Owner of first mortgage in order to induce an agency or institution to make, purchase, insure or guarantee the first mortgage on such Owner's Lot or materially affect the Common Areas without the written approval of the Town of Goldsby. This Declaration may also be amended during the first twenty (20) year period by a vote of ninety percent (90%) of the members, and thereafter by a vote of seventy-five percent (75%) of the members. Evidence of the passage of such an amendment shall be the filing by Secretary of the Association of an affidavit certifying that the amendment passed the requisite vote at a meeting of the members.

9.4 Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect the remaining provisions, which shall remain in full force and effect.

9.5 Right to Assign. The Declarant, by an appropriate instrument or instruments, may assign or convey to any Person any or all of the rights, reservations, easements and privileges herein reserved by Declarant, and upon such assignment or conveyance being made, its assignees 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 though directly reserved by them or it in this instrument.

WNNESEREGW The Declarant has executed this Declaration this ____/____ day
of October 2018

SOUTHWIND HILLS LAND & DEVELOPMENT, LLC

By Tina Adkins
Tina Adkins, Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA
COUNTY OF CLEVELAND

The foregoing instrument was acknowledged before me this 1st day of October, 2018, by Tina Adkins, Manager of Southwind Hills Land & Development, LLC

My Commission Expires: 12/22/20
Alison Noel Parker

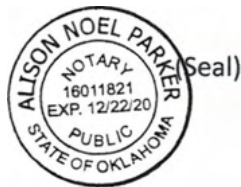


EXHIBIT A

to

DECLARATION OF COVENANTS

LEGAL DESCRIPTION OF THE PROPERTY

A PIECE, PARCEL OR TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION 28 TOWNSHIP 8 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, McCLAIN COUNTY, OK. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE EAST LINE OF SAID SE/4 AND ASSUMED TO BEAR S00°03'54"W.

COMMENCING AT THE NORTHEAST CORNER OF SAID SE/4

THENCE S00°03'54"W ALONG THE EAST LINE OF SAID SE/4, A DISTANCE OF 538.87 TO THE POINT OF BEGINNING;

THENCE CONTINUING S00°03'54"W ALONG SAID EAST LINE A DISTANCE OF 840.30 FEET TO THE NORTHEAST CORNER OF THE ESTATES AT SOUTHWIND HILLS;

THENCE ALONG THE NORTH AND EAST LINE OF THE ESTATES AT SOUTHWIND HILLS THE FOLLOWING 9 CALLS:

N89°56'38"W A DISTANCE OF 1047.29 FEET;

THENCE N32°55'41"W A DISTANCE OF 80.83 FEET;

THENCE N40°11'11"W A DISTANCE OF 369.62 FEET;

THENCE N49°12'31"W A DISTANCE OF 202.96 FEET;

THENCE N38°47'04"W A DISTANCE OF 175.27 FEET;

THENCE N25°27'13"W A DISTANCE OF 273.11 FEET;

THENCE N29°55'21"W A DISTANCE OF 192.51 FEET;

THENCE N13°31'51"W A DISTANCE OF 137.97 FEET;

THENCE N03°16'03"W A DISTANCE OF 208.54 FEET TO THE SOUTH LINE OF CASHTON CREEK ESTATES, ALSO BEING THE NORTH LINE OF SAID SE/4;

THENCE N89°54'35"E ALONG THE NORTH LINE OF SAID SE/4 A DISTANCE OF 1761.57 FEET;

THENCE S00°03'54"W A DISTANCE OF 527.23 FEET;

THENCE S82°46'42"E A DISTANCE OF 91.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,096,320 SQUARE FEET OR 48.12 ACRES MORE OR LESS.

EXHIBIT B
to
DECLARATION OF COVENANTS

COMMON AREAS & COMMUNITY CLUBHOUSE

COMMON AREAS OF CHAPEL ACRES, AS FILED IN FINAL PLAT, DATED JULY 10, 2018, BOOK 2480, PAGE 892 ARE DESCRIBED AS FOLLOWS;

COMMON AREA A;
COMMON AREA B;
COMMON AREA C;
COMMON AREA D.

19523

Shopper Acres Hold
(All Dogs + Birds)

ARTICLE V.

ARCHITECTURAL COMMITTEE

5.1 Review. No building, fence, wall, walk, driveway or other structure or improvement shall be commenced, erected or maintained upon the Property until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the "Architectural Committee", which shall, as used herein, mean the Declarant, until the Declarant resigns or is dissolved, and thereafter, the Board or a committee composed of three (3) or more representatives appointed by the Board. Architectural approval shall be at the discretion of the Architectural Committee. All approvals shall be in writing and may be qualified upon the satisfaction of specified conditions: provided, however, that in the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it (as evidenced by written receipt of the Architectural Committee or a return receipt for certified mail).

5.2 Fees. No fee shall ever be charged by the Architectural Committee or by the Association for the review specified in Section 5.1, or for any waiver or consent provided for herein.

5.3 Proceeding with Work. Upon receipt of approval as provided in Section 5.1, whether in writing or automatically by lapse of time, the Owner shall, as soon as is practicable, satisfy all conditions of such approval, if any, and proceed with the approved work. Unless such work commences within one (1) year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 5.1.

5.4 Liability of Architectural Committee. Neither the Architectural Committee nor any member, employee or agent thereof, shall be liable to any Person submitting plans for approval, or any other Person, by reason of mistake in judgment, negligence, or nonfeasance, arising out of or in connection with the approval, disapproval or failure to approve any such plans, or for any other action in connection with its or their duties hereunder.

ARTICLE VI.

EXTERIOR MAINTENANCE

6.1 Responsibility. Each Owner shall be responsible for the exterior and interior maintenance of the Dwelling located on their Lot, and said Owner shall keep the roofs, gutters, downspouts, of the Dwelling and the lawns and plantings within the Lot in good repair and condition at all times.

6.2 Board's Right – Special Assessment. In the event any Owner in the opinion of the Board has failed to maintain the exterior of the Dwelling, as aforesaid, including the lawn and plantings, the Board shall give the Owner notice in writing of the deficiencies. The Owner shall have thirty (30) days within which to cure the deficiencies. Should the Owner fail to cure the deficiencies in thirty (30) days, the Board shall be authorized to have the work performed at the expense of the Owner. There shall be added to the actual cost of the work fifteen percent (15%) to cover the administrative expense of the Board. In such event, at the conclusion of the performance of the work, the Board shall notify the Owner