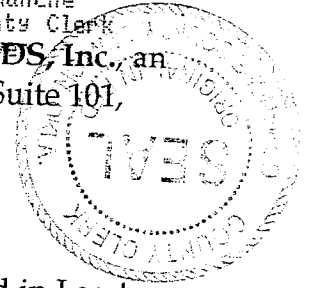


DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SHERWOOD ADDITION, PART 8

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State of Oklahoma  
County of Comanche  
Comanche County Clerk

THIS DECLARATION dated 26 day of September, 2008, by ENDS, Inc., an Oklahoma corporation, having a mailing address of 431 SW "C" Avenue, Suite 101, Lawton, Oklahoma, 73501 (Declarant).



RECITALS

A. Declarant owns a 22.06 acre tract of land, more or less, located in Lawton, Comanche County, Oklahoma. The tract (hereinafter called the "Property") consists of all the land described on Exhibit A attached hereto and made a part hereof and shown on the subdivision plat entitled "Sherwood Addition, Part 8" recorded in Book 6 of Plats at Page 63-638 in the office of the County Clerk of Comanche County, Oklahoma.

B. Declarant desires to subject the Property, and the Lots located therein (the "Lots") to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the value and desirability for the Property and the Lots.

C. Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the Covenants, Conditions and Restrictions set forth below.

ARTICLE I: COVENANTS, CONDITIONS AND RESTRICTIONS

1. The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single-family residence purposes only, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling. No Lot within this subdivision shall contain more than one single-family dwelling. It is the intent of this covenant to prevent the re-subdivision of any Lot in any manner that would result in the construction of more dwellings than allowed by city ordinance.

2. No building or outbuilding shall be erected, placed or altered on the Property until the plans and specifications showing the nature, kind, shape, height, materials, color, location, roofing design, etc. have been submitted to and approved in writing by Declarant. Declarant shall consider applications for approval of plans and specifications, etc. upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed building, alteration or addition will insure conformity and harmony in exterior design and appearance, based upon factors to include: quality of workmanship, nature and durability of materials, harmony of external design with existing buildings, choice of colors, changes in topography, grade

elevation and/or drainage; factors of public health and safety and the suitability of the building, addition or alteration taking into account the general aesthetic values of the surrounding area. Should Declarant take no action on the plans (neither approving, denying nor requesting modifications) within thirty (30) days from its receipt of the complete plans, the submitted plans are presumed approved and this covenant shall be deemed to have been fully complied with.

3. A single family dwelling shall not exceed two (2) stories in height. Each dwelling must have as a minimum two (2) car attached garage. The ground floor area of the dwelling, exclusive of covered and open porches and garages, shall not be less than 1,400 square feet for a one-story dwelling house, and not less than 1,000 square feet on the ground floor for a dwelling of more than one story.

4. All dwellings must be built with pier and grade construction or floating slab. Any exposed concrete wall shall be stained in a color similar to, which will be in harmony with the brick, stone or masonry walls.

5. All fireplace flues or chimneys located on the exterior of the dwelling shall be covered with brick, stone or masonry. The portion of an interior fireplace flue or chimney which protrudes through the roof shall be enclosed with brick, stone, masonry, wood or vinyl.

6. No dwelling shall be located on a Lot nearer to any street than the minimum building setback lines for the Lot as shown on the Plat therefore and in compliance with city building code. All driveways must be made of concrete, brick or similar materials.

7. The principal exterior of a dwelling shall be at least seventy percent (70%) brick, stone and/or masonry exclusive of eaves, fascia, gables, doors, windows and garage doors, and the balance of the exterior may be of frame, wood, vinyl siding or other material which will blend together with the masonry, brick or stone. Any deviations from the above must be approved in advance by the Declarant.

8. All roofing (initial and/or replacement) shall be clay or concrete tiles, fiberglass or laminated composition, and be of an earth color in appearance. Any deviation from the above must be approved in advance in writing by the Declarant. Such roofing shall have a minimum twenty (20) year warranty. Each roofline on a dwelling and/or outbuilding shall have a minimum 6/12 pitch.

9. A dwelling shall be of a new construction, and no dwelling (new or used) may be moved from another area into the subdivision. Mobile homes of any kind shall not be placed or parked on a Lot, either permanently or temporarily.

10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently. A garage may not be converted for use as living space in a residence or dwelling.

11. An outbuilding shall (a) be of new construction and built on-site; (b) have a concrete floor; (c) have a minimum size of eighty (80) square feet and a maximum size of four hundred (400) square feet; (d) a roof peak that does not exceed ten (10) feet high; (e) be located behind the front building line of the dwelling on the Lot; (f) be a color which will be in harmony with the existing structure on the lot; (g) not have siding consisting of asphalt shingles and/or imitation brick; and (h) have an exterior color scheme that matches the color scheme of the dwelling on the Lot and/or is tan, light gray or earth color. A new steel-type building may be built as an outbuilding if it complies with the above conditions (a) through (h), except that a steel building does not have to match the required roof pitch.

12. Each dwelling shall have a brick, stone or masonry mailbox the color and construction of which shall be in harmony with the dwelling on the Lot.

13. All dwellings located on Lots must have central heat and air throughout all areas intended for living space. No window type of heat or air conditioning systems shall be installed in any dwelling located on any portion of the Lot.

14. No business, trade or activity shall be carried on upon any Lot. No noxious or offensive activity shall be carried out upon a Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

15. No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and are kept in compliance with the city ordinances.

16. No trucks exceeding one ton, buses, commercial vehicles, recreational vehicles, boats, campers or trailers of any kind shall not be parked or permitted to be on a driveway of a Lot or street adjacent to the Lot except trucks exceeding one ton, buses, commercial vehicles, recreational vehicles, boats, campers or trailers may be so parked for such period of time which may be reasonable for the owner of the truck exceeding one ton, bus, commercial vehicle, recreational vehicle, boat, camper or trailer to perform the functions for what the truck exceeding one ton, bus, commercial vehicle, recreational vehicle, boat, camper or trailer relates. It is the intent of this requirement that the owners and occupants of dwellings not use the Lot upon which they reside, or streets adjacent thereto, for the storage or habitual parking of any such prohibited vehicle as set forth in this paragraph.

17. Trucks exceeding one ton, buses, commercial vehicles, recreational vehicles, boats, campers or trailers under repair may be stored on the subject property so long as they are behind the fenced portion of the Lot.

18. No fencing shall be installed on the front portion of any Lot between the front Lot boundary and the front building setback line. All fencing shall be wood, stockade, brick, rock, wrought iron or other type approved by Declarant. No chain link fencing is permitted.

19. All utility services to any Lot within the subdivision shall be underground.

20. Any ham radio antenna shall be placed on a Lot so that it cannot be seen from the front of the Lot and not more than ten (10) feet higher than the top of any outbuilding. Any television antenna must be located in the attic of a dwelling. A satellite antenna is limited to one per Lot, with a maximum twenty-four (24) inch diameter.

21. At such time (initially or at a later date) as any portion of any unit is painted or stained, the color used shall harmonize with the existing structures in the addition at all times.

22. A Lot owner shall be responsible for all small drainage channels, emergency overflows, and other swells on the Lot which are important to abutting properties, but are not part of the drainage systems maintained by a public authority or utility company. The Lot owner shall keep the easements, channels, and swales free of any structure, planting or other material which may change the direction of flow, or obstruct, retard or increase the flow of surface water in the channels or swales. The Lot owner shall provide continuing maintenance of the easements, channels or swales except for those for which a public authority or utility company is responsible. The Lot owner shall maintain and leave in place any drainage ditch on the Lot.

23. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon Declarant by this Declaration may be assigned or transferred by Declarant to any successor developer of all or any part of the Property, or to any community association or architectural committee composed of owners of the Lots in the subdivision. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded in the office of the County Clerk of Comanche County, and upon recordation thereof the grantee or grantees of such rights and powers shall thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon Declarant by this Declaration.

24. If any Lot owner violates any of the covenants herein, it shall be lawful for any other Lot owner to enforce the Covenants by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages.

25. No building, structure, wall, fence, outbuildings such as cabanas, greenhouses, playhouses, servants quarters, and similar buildings shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building or structure have been approved in writing as to size, architecture, conformity, and harmony of external design with existing structures in the subdivision and, as to location of the building with respect to topography and finished grade elevation by a committee composed of Nicholas D. Garrett and Dan L. Wigington, or by a representative designated by a majority of the members of said architectural committee.

In the event of the death or resignation of any member of said architectural committee the remaining member or members shall have full authority to designate a successor.

Neither the members of such architectural committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant at any time.

26. Declarant shall have the right, by a "Special Amendment" instrument duly recorded in the office of the County Clerk of Comanche County, Oklahoma, which need only be signed by Declarant to modify the provisions of this Declaration if the modification is required by the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any successor agencies thereto as a condition of approval by such agency of the Property or any part thereof or any Lot thereon for federally approved mortgage financing purposes under the applicable program. Consent to said modification by any Lot owner or the holder of any mortgage or lien on such owner's Lot shall not be required, even though the modification relates to portions of the Property no longer owned by Declarant. A "Special Amendment" as described herein shall not affect or impair the lien of any first mortgage upon a Lot or any warranties made by an owner to a first mortgagee in order to induce any of the foregoing agencies to make, purchase, insure or guarantee the first mortgage on said Lot.

The invalidation of any of the provisions of this Declaration by judgment or Court order shall not affect any of the other provisions, all of which shall remain in full force and effect.



Exhibit "A"

Commencing at the Northeast corner of the NE/4 of Section 21, T2N-R12W of the Indian Meridian, Comanche County, Oklahoma;

THENCE N89°36'18"W along the North line of said NE/4 a distance of 909.99 feet;

THENCE S0°17'04"W a distance of 50.00 feet to the Northwest corner of Lot 1B of Heritage Park Addition and the POINT OF BEGINNING;

THENCE CONTINUING S0°17'04"W along the West line of Lots 1B, 23A & 23B in the Heritage Park Addition a distance of 303.46 feet to a common corner to Lot 22B & 23A in the Heritage Park Addition and Lot 21 in the Sherwood Addition Part 7B;

THENCE N89°42'56"W along the North line of Lots 15 through 21, Block 16 of the Sherwood Addition Part 7B and Lots 12 through 14, Block 16 of Sherwood Addition Part 7A a distance of 735.00 feet to the Northwest corner of said Lot 12;

THENCE S0°17'04"W along the West line of Lots 11 and 12 in Block 16 of the Sherwood Addition Part 7A a distance of 110.00 feet;

THENCE S21°02'39"E along the West line of Lots 9, 10, and 11, Block 16 of the Sherwood Addition Part 7A a distance of 235.25 feet to a common west corner to Lots 8 & 9, Block 16 of the Sherwood Addition Part 7A;

THENCE S0°17'04"W along the West line of Lots 3 through 8, Block 16, of the Sherwood Addition Part 1A a distance of 390.00 feet to a common corner to Lots 1, 2 & 3, Block 16 of the Sherwood Addition Part 7A;

THENCE N89°42'56"W along the North line of Lot 1, Block 16 of the Sherwood Addition Part 7A a distance of 172.50 feet to a point on the West right-of-way line of Debracy Avenue of the Sherwood Addition Part 7A;

THENCE S0°17'04"W along the West right-of-way of Debracy Avenue of the Sherwood Addition Part 7A a distance of 80.00 feet;

THENCE N89°42'56"W along the North right-of-way line of Lady Marna Avenue of the Sherwood Addition Part 7A a distance of 80.00 feet;

THENCE S0°17'04"W along the West line of Lot 1 in Block 13 of the Sherwood Addition Part 7A a distance of 170.00 feet to the Southeast corner of said Lot 1, Block 13;

THENCE N89°42'56"W a distance of 822.37 feet;

THENCE N0°28'42"E a distance of 389.87 feet;

THENCE S89°36'18"E a distance of 482.00 feet;

THENCE N0°28'42"E a distance of 386.04 feet;

THENCE S89°36'34"E a distance of 220.00 feet;

THENCE N12°39'37"W a distance of 492.73 feet;

THENCE S89°36'18"E along the South right-of-way of Rogers Lane a distance of 1041.69 feet;

THENCE N0°23'42"E a distance of 20.00 feet;

THENCE S89°36'18"E a distance of 88.33 feet to the POINT OF BEGINNING, containing 22.06 acres more or less.