

completion of improvements, issue its certificate of completion. If the committee fails to approve or reject any plan or matter requiring approval within 30 days after plans or specifications have been submitted to it, or in any event if no suit to enjoin construction has been commenced prior to the completion thereof, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with.

5. **Right of Inspection:** During any construction or alteration required to be approved by the A.C.C., any member of the A.C.C., or any agent of such committee, shall have the right to enter upon and inspect, during reasonable hours, any tract embraced within said subdivision, and the improvements thereon for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

5. **Waiver of Liability:** The approval by the A.C.C. of any plans and specifications, plat plan, grading plan, or any other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by the said committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same tract or any other tract. Neither the said committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for any loss or damage, for any error or defect which may or may not be shown on any plans and specifications or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the A.C.C. or any member thereof, or the present owner of said real estate.

6. **Constructive Evidence of Action by A.C.C.:** Any title company or person certifying, guaranteeing, or insuring title to any tract, lot or tract in such subdivision, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the A.C.C. and such certificate shall fully protect any purchaser or encumbrancers

in good faith acting thereon.

7. Appeals: A tract owner may appeal to the A.C.C. in writing within thirty (30) days of the Committee's decision. The A.C.C. will respond in writing within 30 days of receipt of the written appeal.

III. MINIMUM DWELLING - QUALITY AND SIZE: It is the intent and purpose of these covenants to assure that all dwellings built on each tract shall be of the quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded.

The ground floor area above surrounding grade of the main structure, exclusive of open porches, shall be not less than:

- a. 1200 square feet for a one-story dwelling;
- b. 900 square feet for a one and one-half story or two-story dwelling, with

a minimum total floor area of 1600 square feet.

In all the computations made under this paragraph, one-half (1/2) the area of an attached, enclosed garage may be counted.

IV. BUILDING LOCATIONS: There is a common fifty (50) foot easement for all platted roadways in the subdivision and a fifteen (15) feet utility easement along all each side and back property line of each tract. No permanent structure shall be permitted on or within any easement on a tract, except that a fence, as approved by the A.C.C., may be constructed along the property line.

Placement, construction, and alterations of buildings and fences and planting of vegetation shall be designed and located so as to minimize the interference of the reasonable view to all owners of tracts in the Subdivision.

Where a property ownership consists of more than one tract adjacent or abutting another, the above provisions shall be applicable to the outside boundary lines of the combined tract

rather than platted tract lines.

V. DWELLINGS PER TRACT: Only one single family dwelling and accessory buildings shall be constructed per tract. Except as to Saddlegap West Phase I, Lots 1, 9, 10, 13, 29-38, 48 and Saddlegap Phase II, Lots 56, 51, 100; which lots may be sub-divided into two (2) lots after approval by A.C.C., which lots will be subject to all restrictive covenants of Saddlegap Ranch Estate and Saddlegap Ranch Estates West and all amendments to said restrictive covenants.

VI. EASEMENTS: Easements for installation and maintenance of public and/or private utilities and drainage facilities are herein reserved as noted on the recorded Plat. No structure, vegetation/planting or other material shall be placed or erected over areas reserved for easements which would damage or interfere with the construction or maintenance of said utilities, or which may cause the direction of drainage to change. The easement area within each tract and improvements thereon shall be maintained by the owner of the tract, except those for which a public authority or utility company is responsible.

VII. PERMISSIBLE BUILDING ORDER OF CONSTRUCTION: All tracts, numbered 1 through 104 in Saddlegap Ranch Estates - West Subdivision shall be used solely for residential purposes.

A. No permanent structures or fences shall be erected or altered, or plantings or vegetation removal commenced on any tract in the subdivision until the building plans and specifications, plot, grading and landscaping plans shall be approved in writing by the A.C.C.

B. All buildings erected on any tract shall be constructed of material of good quality, and the exterior shall be of native building materials such as rock, stone, wood, etc. Commercial brick veneer shall not be used. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any dwelling or accessory building and which are promptly removed upon completion of such dwelling or accessory building.

C. Rooflines over dwellings shall have a minimum 6/12 slope. Open porches and decks

may be less.

VIII. NON-OCCUPANCY AND DILIGENCE DURING CONSTRUCTION: The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed. No such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted.

IX. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, excavation, tent, shack, garage, barn, or other out-building shall be permitted upon any tract except as may be necessary in the course of construction of a dwelling and accessory buildings. All such temporary structures shall be removed upon completion of such construction.

X. SIGNS: No sign of any kind shall be displayed to the public view on any tract except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale, or signs used by the builder/developer to advertise the property during the construction and sales period.

XI. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any tract. Common household pets may be kept provided they are not a nuisance to neighbors and are not kept, bred, or maintained for any commercial purpose.

XII. GARBAGE AND REFUSE DISPOSAL: No tract shall be used or maintained as a dumping ground for rubbish. All equipment for the storage or disposal of trash, garbage or other waste shall be kept in a clean and sanitary condition and stored in an unobtrusive manner, either inside or behind a garage or other building, or planting so as not to be visible from other tracts.

No debris, junk or unsightly accumulation of materials shall be allowed to remain on any tract.

XIII. SEWAGE: All sewage disposal shall be by on-site sewage disposal systems provided at the cost of tract owner. Disposal system shall be either a septic tank with sub-surface disposal field or aerobic disposal. Each system is subject to written approval for the system selected. All septic systems must meet State of Oklahoma standards.

XIV. STORAGE: No building material of any kind or character shall be placed or stored upon a tract until the owner is ready to commence improvements in compliance with an A.C.C. approved plan and then such materials shall be placed within the property lines of the tract upon which improvements are to be erected.

No outside storage shall be allowed on any tract. Any materials, tools, equipment, automobiles, etc., must be kept in an enclosure, consisting of a roof and four sides.

No automobile may be parked on any tract unless such automobile is on inflated tires and in mechanical operating condition.

XV. NUISANCES: No noxious, offensive or illegal activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

XVI. WAIVER: The failure of the Architectural Control Committee, any tract owner or the present owner of said subdivision to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restrictions, conditions, covenants, reservations, liens or charges.

XVII. FIREARMS AND WEAPONS: The use of firearms within the development is strictly prohibited.

XVIII. BINDING: All of the covenants, restrictions, and reservations set forth herein shall run with the land and shall be binding upon all owners of tracts in the subdivision, their heirs, successors, and upon all persons claiming under them.

Any amendment, change, waiver or cancellation of these Restrictive Covenants of

Saddlegap Ranch Estates - West, or any portion thereof, shall be in writing signed by a sixty percent (60%) majority of the then (at time of signing) tract owners in said Subdivision, agreeing to change said covenants in whole or in part. Such Amendment shall be filed with the County Clerk of Latimer County, Oklahoma. For purposes of this section, if a tract or tracts shall be owned in common by more than one entity, then all such entities owning in common shall be counted as one owner. Likewise, an owner (whether one or more entities) owning more than one tract shall, nevertheless, be counted as one owner.

Except as specifically changed, modified or amended by written instrument, these Covenants and Restrictions shall be and remain in full force and effect.

These Restrictions, as changed, modified or amended hereby, shall run with the property shown on the Plat, and shall be binding upon all owners thereof, their heirs, executors, administrators, successors and assigns.

XIX. ENFORCEMENT: Should any tract owner, their heirs or successors violate any of the covenants and restrictions herein, enforcement shall be by proceedings at law or in equity against such person or persons so violating or attempting to violate such covenant, either to restrain violation or to recover damages.

The construction, validity and administration of these Restrictive Covenants shall be controlled by the laws of the State of Oklahoma.

If it shall be held at any time that any of the restrictions, conditions, covenants, reservations, liens or charges herein provided, or any part thereof, is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, shall be thereby affected or impaired, but shall remain in full force and effect.

XX. DEDICATION: SADDLEGAP RANCH, LLC hereby grants and dedicates for the use of the public as roadways, drives and walkways, all of the streets, drives and walkways shown on the platted subdivision, and each of said streets and drives shall be hereafter known by the respective names designated thereon. SADDLEGAP RANCH, LLC further grants and dedicates

to the public for installation and maintenance of utilities, the easements as described herein and shown on the Subdivision plat. Saddlegap Ranch, LLC reserves unto itself, its successors and assigns, permanent easements as set forth above and also across and under all of said roadways, drives and walkways and tracts as shown on said plat for the purpose of installation, construction and maintenance of storm drains and tiles, utilities, including but not limited to water and gas mains, electric and telephone lines; provided that no person or member of the public shall at any time in the future use any part of the roadways, drives or walkways for the purpose of running any sewer or sanitary tile on, under or across said roadways or drives without the written permission of Saddlegap Ranch, LLC, its successors or assigns.

IN WITNESS WHEREOF, the undersigned, being the owner(s) of all the tracts within Saddlegap Ranch Estates - West, a platted Subdivision of Latimer County, Oklahoma, have executed/signed this instrument, or a signature page to said instrument in multiple counterparts, signifying agreement to the covenants herein.

Dated: _____

PROPERTY OWNER:

SADDLEGAP RANCH, LLC.

by Randy Suppa

Name:

Title:

Address: