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State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
FOR *SUMMIT LAKES ESTATES PHASE 2* TO THE STATE
OF OKLAHOMA, OKLAHOMA COUNTY, OKLAHOMA

B. Kopprasah
F-1989500

12/35

 First American Title & Trust Co.
133 N. W. 8th
Oklahoma City, OK 73102

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
FOR SUMMIT LAKES ESTATES PHASE 2
OKLAHOMA COUNTY, OKLAHOMA

This Declaration is made this 12 day of November, 2014, by Summit Lakes Development, LLC.

RECITALS

WHEREAS, Summit Lakes Development, LLC., hereafter referred to as the "Declarant", are the owners of certain land and improvements (SUMMIT LAKES ESTATES PHASE 2) in Oklahoma County, Oklahoma, which property is more fully described on the attached "Exhibit A", incorporated herein and made a part hereof; and

WHEREAS, the Subject Property has been platted into Lots for separate ownership, subject to these Declarations, which plat has been filed for record on the 3rd day of June, 2014, in the County Clerk's office of Oklahoma County at Plat Book 71, page 82; and

WHEREAS, Declarant desires to submit the Subject Property and the improvements to be constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, S 851 et seq, as amended); and

WHEREAS, the Declarant was also the owner of an adjacent tract of land previously platted and filed of record in the County Clerks office of Oklahoma County as S SUMMIT LAKES ESTATES PHASE I, said plat being filed of record on the 19th day of December, 2005, at Plat Book , page , and the Owners Certificate and Restrictions ("Owners Restrictions") for the SUMMIT LAKES ESTATES PHASE I being filed on December 21, 2005, at Book 9959, page 558-636, records of the County Clerk's office of Oklahoma County. Also attached hereto as exhibit "B".

NOW, THEREFORE, except as specifically stated herein, Declarant does hereby adopt the terms, conditions and provisions set out and contained in the Owners Restrictions filed on December 21, 2005, at Book 9959 page 558-636, as if the terms of the Owners Restrictions are fully set forth herein and does hereby declare that the Subject Property described on Exhibit "A" hereto is subject to those Owners Restrictions, which restrictions, use limitations, obligations, and provisions thereof shall be deemed to run with the land described on Exhibit "A" and shall be for the use and benefit to the Declarant, their successors and assigns and to any person or entity acquiring or owning an

interest in the Subject Property and improvements, or any portion thereof, its grantees, successors, heirs, personal representatives, devisees and assigns.

Exceptions to the "Owners Restriction" previously filed are as follows:

A. Twenty percent (20%) of the dues collected each year from owners in Phase I and Phase 2 must be put in a separate banking account and be used solely for repairs to the private streets in each phase.

B. All homes in Phase 2 must be a minimum of 3,000 square feet.

C. All retaining walls must be masonry and must be approved by the DRC.

D. Except where the Developer grants the right to deviate from the following requirements, the principle exterior of any residence shall be at least eighty-five (85%) percent brick veneer, stucco, stone or masonry approved in writing by the developer and fifteen (15%) percent may be of frame or other materials which will blend together with the brick or stone or stucco to be used, but in no event shall a continuing wall consisting of fifty (50%) percent of the exterior of the residence be built of any material other than brick or stone or stucco. The principal exterior of any two (2) story residence shall be at least fifty (50%) percent brick or stone or stucco or fifty (50%) percent may be of frame or other materials which will blend together with the brick or stone or stucco to be used. This restriction intended to encourage the use of masonry construction on the principal exterior of residences, but may be modified to allow the use of other materials to blend with the environment to eliminate repetition of design. Any deviation from the above must be approved in advance, and in writing, by the Developer.

E. All chimneys must be brick or stone or stucco.

F. Foundation construction shall be footing and stem, or monolithic.

G. Declarant agrees to install perimeter fencing along May Avenue and an entry gate that is consistent in style with the neighborhood. The homeowners association will be in charge of maintaining said fencing.

H. Each owner of a lot that backs up to May Avenue may install an approved fence, but it must set east of the existing landscape berms.

I. Lawn sodding and full lot irrigation system must be complete for any Lot on or before occupancy, weather and growing season permitting.

The adoption of the Declarations described hereinabove shall specifically include and apply to membership in the SUMMIT LAKES COMMUNITY ASSOCIATION, INC., an Oklahoma nonprofit corporation), the mandatory homeowners association created to govern the benefits and duties of ownership of a Lot in Summit Lakes Estates Phase 2.

IN WITNESS WHEREOF, the undersigned, being the owners of all of the Lots in Sonoma Lake Phase III have executed these presents the 12 day of November, 2014.

DECLARANT
Summit Lakes Development, LLC.

By: Michael Love
Michael Love

By: James C. St. John
James C. St. John

Block 5/ Lots 1-2-3-4-5-6-7-8-9-10-11-13-14-15-16
Block 6/ Lots-1-2-3-4-5-6-7-8-9

Block 7/Lots-1-2-3-4-5-6-7-8-10-11-13-15-17-18-20-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38

Block 8/ Lots 1-2-3-4-5-6-7-8-9-10-11-12-14

STATE OF OKLAHOMA

LLC. ACKNOWLEDGEMENT

COUNTY OF OKLAHOMA

On this 12 day of November, 2014, before me, the undersigned Notary Public in and for the County and State, aforesaid, personally appeared Michael Love and James C. St. John to me known to be the identical persons who signed the names of the makers thereof to the within and foregoing instrument as its Managers and acknowledged to me that he executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

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

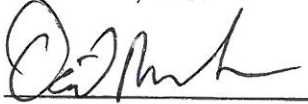


Janie U. Go
Notary Public

MY COMMISSION EXPIRES:

05/31/18

Oxford Homes, LLC.

By: 

Block 7/Lot 9-14

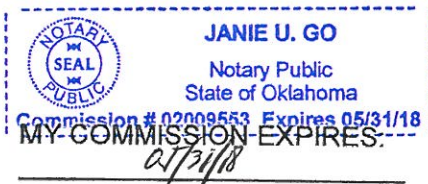
STATE OF OKLAHOMA

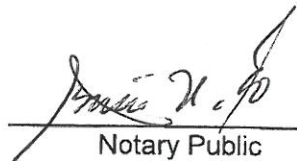
LLC. ACKNOWLEDGEMENT

COUNTY OF OKLAHOMA

On this 12th day of November, 2014, before me, the undersigned Notary Public in and for the County and State, aforesaid, personally appeared NOEL LINA MICHAEL to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Owner and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

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




Notary Public

Midland Construction, LLC.

By: *M. J. [Signature]*

Block 5/Lot 12
Block 7/Lot 19

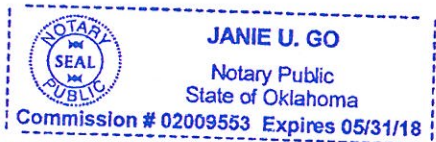
STATE OF OKLAHOMA

LLC. ACKNOWLEDGEMENT

COUNTY OF OKLAHOMA

On this 12th day of November, 2014, before me, MASOUD TURBATI the undersigned Notary Public in and for the County and State, aforesaid, personally appeared to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Owner and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

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



MY COMMISSION EXPIRES:

05/31/18

[Signature]
Notary Public

The Andrea B. Edwards Revocable Living Trust
Dated the 12th day of June, 2014

By: *Andrea B. Edwards*
Andrea B. Edwards, Trustee

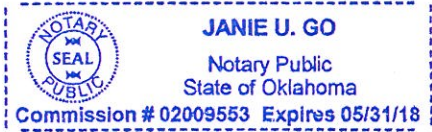
Block 7/Lot 12

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

On this 12th day of November, 2014, before me, the undersigned Notary Public in and for the County and State, aforesaid, personally appeared Andrea B. Edwards, Trustee to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Owner and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

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



Janie U. Go
Notary Public

MY COMMISSION EXPIRES:

05/31/18

Cloverleaf, LLC.

By: *[Signature]*

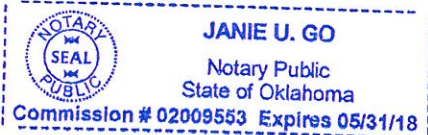
Block 7/Lot 21

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

LLC. ACKNOWLEDGEMENT

On this *12th* day of November, 2014, before me, *TIM EGAN* the undersigned Notary Public in and for the County and State, aforesaid, personally appeared to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Owner and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

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



MY COMMISSION EXPIRES:

05/31/18

[Signature]
Notary Public

Seagull Fine Homes, Inc.

By: *Terry Sigle*
Terry Sigle

Block 7/Lot 16
Block 8/Lot 13

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

On this 12th day of November, 2014, before me, the undersigned Notary Public in and for the County and State, aforesaid, personally Terry Sigle appeared to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Owner and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

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



MY COMMISSION EXPIRES:

05/31/18

Janie U. Go
Notary Public

EXHIBIT "B"
LEGAL DESCRIPTION
SUMMIT LAKES ESTATES PHASE 2

Legal Description

A Tract of land situated in the Northwest (NW) Section Eighteen 18 , Township Fourteen North(T14N), Range Three West (R3W), Indian Meridian (I.M.) Oklahoma City, Oklahoma County, Oklahoma and more particularly described as follows.

COMMENCING at the Northwest Corner of said NW/4 at a found 1/2" iron bar found in place; thence

being the Southwest corner of SUMMIT LAKE ESTATES SECTION 1, according to the recorded plat thereof;

thence along the Southerly lines of said plat boundary the following Thirty-nine (39) courses:

57.25 feet along the arc of said curve having a radius of 100.00 feet, subtended by a chord of 56.47 feet which

136.53 feet along the arc of said curve having a radius of 450.00 feet, subtended by a chord of 136.01 feet which

95.77 feet along the arc of said curve having a radius of 325.00 feet, subtended by a chord of 95.42 feet which

86.91 feet along the arc of said curve having a radius of 325.00 feet, subtended by a chord of 86.65 feet which

19.63 feet along the arc of said curve having a radius of 25.00 feet, subtended by a chord of 19.13 feet which

92.93 feet along the arc of said curve having a radius of 50.00 feet, subtended by a chord of 80.12 feet which

18.95 feet along the arc of said curve having a radius of 25.00 feet, subtended by a chord of 18.50 feet which

73.29 feet along the arc of said curve having a radius of 325.00 feet, subtended by a chord of 73.13 feet which

39.14 feet along the arc of said curve having a radius of 25.00 feet, subtended by a chord of 35.26 feet which

29.51 feet along the arc of said curve having a radius of 75.00 feet, subtended by a chord of 29.32 feet which

110.19 feet along the arc of said curve having a radius of 325.00 feet, subtended by a chord of 109.66

33.92 feet along the arc of said curve having a radius of 25.00 feet, subtended by a chord of 31.38 feet

64.16 feet along the arc of said curve having a radius of 325.00 feet, subtended by a chord of 64.06 feet

thence

40.52 feet along the arc of said curve having a radius of 25.00 feet, subtended by a chord of 36.23 feet

83.96 feet along the arc of said curve having a radius of 275.00 feet, subtended by a chord of 83.63 feet

125.74 feet along the arc of said curve having a radius of 200.00 feet, subtended by a chord of 123.68

37.31 feet along the arc of said curve having a radius of 25.00 feet, subtended by a chord of 33.94 feet

174.26 feet along the arc of said curve having a radius of 175.00 feet, subtended by a chord of 167.15

360.62 feet along the arc of said curve having a radius of 250.00 feet, subtended by a chord of 330.16

marked by a 3/8" bar found in place; thence

MISSION SPRINGS 2nd ADDITION and the North line of MISSION SPRINGS 1st ADDITION, according

to the recorded plats thereof a distance of 2581.51 feet to the Southwest corner of said NW/4 marked

by a PK nail found in place; thence

BEGINNING.

Said tract contains 3,478,700 Square feet or 79.86 Acres, more or less.

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Filing Fee: \$35.00

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