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**RESTRICTIVE COVENANTS AND BILL OF ASSURANCE OF
SUNRISE HILLS ADDITION SEC. 7,
YUKON, CANADIAN COUNTY, OKLAHOMA**

Num. Index _____

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THIS RESTRICTIVE COVENANTS AND BILL OF ASSURANCE (the "Covenants") for Sunrise Hills Addition Sec. 7 to the City of Yukon, Canadian County, Oklahoma are made by ERC LAND DEVELOPMENT GROUP, LLC, an Arkansas limited liability company (the "Developer").

The Developer hereby imposes the following limitations, restrictions and uses on all lots contained in the subdivision know as Sunrise Hills Addition Section 7, Yukon, Canadian County, Oklahoma (the "Addition"), a replat of the final plat of which was filed of record in the Canadian County, Oklahoma on the July 9, 2002 in Plat Book 8 at Page 328. The legal description for the said Addition is more particularly described on Exhibit "A" attached hereto. These Covenants shall run with the land for the period of time hereafter set out and shall be binding upon all purchasers of lots in the Addition. These Covenants are for the benefit of and are limitations upon all future owners in the Addition and have been designated as such in order to provide for the orderly development of the Addition and for the purpose of making the Addition desirable, uniform and suitable for the uses herein specified.

These Covenants shall be binding upon all parties and all persons claiming under them through December 31, 2013, at which time they shall be automatically extended for an additional ten (10) years, unless by vote of at least two-thirds (2/3rds) of the then owners of the lots in the Addition (the term "lots" being defined herein), it is agreed that these Covenants should be changed, amended or terminated in whole or in part.

It shall be lawful for the Developer, Sunrise Hills Property Owners Association, an Oklahoma nonprofit corporation (the "Association") and any other person or persons owning a lot in the Addition to initiate proceedings at law or in equity against parties or persons violating or attempting to violate any of these Covenants and to recover damages for such violations. Any rights reserved hereunder to the Developer may also be exercised by the Association and/or any owner of lots situated in the Addition, either individually or collectively. The invalidation of any one or more of these Covenants by a court order shall not invalidate any of the other provisions which shall remain in full force and effect.



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Documentary Tax \$0.00
State of Oklahoma
County of CANADIAN
CANADIAN County Clerk
PHYLLIS BLAIR

ARTICLE I

Concepts and Definitions

The following words, when used in these Covenants or any amendments or supplements thereto (unless the context shall otherwise clearly indicate or prohibit), shall have the respective concepts and meanings set forth below.

(A) "Addition" shall mean and refer to the real property described in Exhibit "A" as reflected on the plat reflected on Exhibit "A" and any additional or amendments thereto.

(B) "Association" shall mean and refer to Sunrise Hills Property Owners Association, Inc., an Oklahoma not-for-profit corporation, which will have the power, duty and responsibility for maintaining, administering and enforcing these Covenants and collecting and disbursing the assessments and charges hereafter prescribed.

(C) "Architectural Control Committee" or "Committee" shall mean and refer to the individuals selected by the Developer as well as the builder business entities selected by the Developer which enter into lot purchase agreements with the Developer. These committee members shall serve until such time as all 61 single family dwellings have been constructed and are occupied within the Addition at which time the Committee shall resign and three (3) members shall be elected by the Association at a specially called meeting held for that purpose. Each member of the Committee shall be generally familiar with residential and community development design standards within the Addition. Other matters pertaining to the government and administration of the Committee are set forth in these Covenants.

(D) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association elected in accordance with the provisions of the by-laws of the Association.

(E) "Common Properties" shall mean and refer to any and all areas of land together with all improvements located therein within the Addition which are known, described, or designated as common areas and utility easements along the roadways on any recorded subdivision plat of the Addition or intended for or devoted to the common use and enjoyment of the members of the Association. If appropriate, the Association shall hold such title to the Common Properties as shall be consistent with the objectives envisioned herein and subject to the easement rights herein of the members to use and enjoy the common Properties. The Developer reserves the right to effect minor redesigns or reconfigurations of the Common Properties and execute any open space declarations applicable to the Common Properties.

(F) "Developer" shall mean and refer to ERC Land Development Group, LLC, an Arkansas limited liability company, and its successors and assigns.

(G) "Lot" or "lot" shall mean and refer to any plot or tract of land which is designated as a lot on Exhibit "B". No lot set forth on "Exhibit "B" may be further subdivided or split; provided, however, minor adjustments to lot lines or boundaries may be made from time to time to cure title problems or resolve problems related to encroachments so long as such adjustments are first approved by the Board.

(H) "Member" or "member" shall mean and refer to each owner of a lot.

(I) "Owner" or "owner" shall mean and refer to each and every person or business entity who or which is record owner or subsequently becomes a record owner of a fee or undivided fee interest in any lot in the Addition. If more than one person or entity owns an interest in a lot, then the voting right and membership shall be divided among the parties as they see fit.

ARTICLE II

Membership and Voting Rights in the Association

Section 1. Membership. Every owner of a lot shall automatically be and must remain a member of the Association in good standing.

Section 2. Voting Rights. The Association shall have one (1) class of membership for purposes of voting. The owner of each lot (regardless of how many persons or entities own an interest in the lot) shall be entitled to one (1) vote.

Section 3. Quorum, Notice and Voting Requirements. The quorum, notice, and voting requirements of an owner in the Association are set forth within the articles of incorporation and by-laws of the Association, as the same may be amended from time to time. Subject to the provisions of Section 2 above and any other provision to the contrary set out in these Covenants, any action by or on behalf of the Association may be taken with the assent given in writing and signed by members who collectively hold or control a majority of the outstanding votes of the Association.

ARTICLE III

Property Rights in the Common Properties

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every member and each individual within a member's family shall have a non-exclusive right and easement of use, recreation, and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of each respective lot, PROVIDED, HOWEVER, such easement shall not give such person (excluding the Developer

and the Association), the right to make alterations, additions or improvements to the Common Properties.

Section 2. Title to the Common Properties. If appropriate, the Association shall hold such title to the Common Properties for an indefinite period of time, subject to the easements set forth in Section 1 of this Article as is necessary to accomplish the purposes and effects of these Covenants. The Association shall have the right to design, redesign, reconfigure, alter, improve, landscape, and maintain the Common Properties.

Section 3. Extent of Members' Easements. The rights and easements created hereby shall be subject to the following provisions.

(A) The Board shall prescribe reasonable regulations and policies governing, and to charge fees and/or deposits related to, the use, operation, and maintenance of the Common Properties and all lots.

(B) The Board, on behalf of the Association, may enter into and execute contracts with any party for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Association and/or these Covenants.

(C) The Board shall suspend the voting rights of any member and suspend the right of any member to use or enjoy any of the common Properties for any period during which any assessment (including without limitation "fines") against a lot resided upon by such member remains unpaid, and otherwise for any period deemed reasonable by the Board for any infraction of the then existing rules and regulations.

(D) The Board, on behalf of the Association, may dedicate or transfer all or any part of the Common Properties to any municipal corporation, county government, political subdivision, public agency, governmental authority, or utility for such purposes and upon such conditions as may be agreed to by the Board.

ARTICLE IV

Covenants for Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each lot owned by it within the Addition, hereby covenants and agrees, and each owner of any lot, by acceptance of a deed therefor, whether from the Developer or some subsequent grantor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the lot), to pay to the Association the following matters:

(A) Regular assessments or charges for maintenance, taxes and insurance on the Common Properties.

(B) Special group assessments for capital improvements or unusual or emergency matters, such assessments to be fixed, established, and collected by the Board from time to time as hereinafter provided.

(C) Special individual assessments levied against individual lot owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual owner, his or her family, guests or invitees, and not caused by ordinary wear and tear.

(D) Assessments and fines levied against individual lot owners for violation of rules and regulations pertaining to the Association and/or the Common Properties.

The regular, special group, and special individual assessments, together with such late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made and shall also be the continuing person obligation of the then existing owner of such lot at the time when the assessment fell due.

Section 2. Purpose of Assessment. The assessments levied by the Board on behalf of the Association shall be used exclusively for the purpose of enhancing the natural environment, appearance, and beauty of the Addition and promoting the health, recreation, safety, and general welfare of the residents of the Addition.

Section 3. Basis and amount of Regular Maintenance Assessments.

(A) The regular base assessments for each of the lots shall be determined by the Board at least annually. Each lot (except with regard to special individual assessments) shall be assessed the same amount and in an equal uniform manner.

(B) The Board shall give notice to all members at least thirty (30) days in advance of the date all regular or special assessments are due. The Board may prescribe from time to time that the regular base assessments are to be collected on an annual, semi-annual, quarterly, or monthly basis, and accordingly, the Board shall prescribe the appropriate due dates. All regular base assessments shall be collected in advance. The due date or dates (if it is to be paid in installments) of any other assessments or special assessment under Section 3 and 4 hereof, shall be fixed in a resolution by the Board authorizing such assessment.

Section 4. Special Group Assessments. In addition to the regular assessments authorized by Section 3 hereof, the Board may levy in any fiscal year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any

construction or reconstruction, unexpected repair or replacement of a capital improvement in the Addition.

Section 5. Rate of Assessments. Except as noted herein, regular and special group assessments shall be fixed at a uniform rate for all lots owned by members, unless otherwise approved by the Board. Should a special assessment be determined necessary by the Board, the rate of assessment shall be equal for all lots. The failure to pay the assessment by the owner of a lot within the required time period shall constitute a lien only against the lot assessed.

Section 6. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; and Remedies of Association.

(A) If any assessment or fine or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall be considered delinquent and shall, together with any late charge and interest thereon at the maximum rate allowed under applicable law and on the lot on the nonpaying owner which shall bind such lot in the hands of the owner and owner's heirs, executors, administrators, devisees, personal representatives, successors and assigns. The Board shall have the right to reject partial payments of an unpaid assessment and demand the full payment thereof. The personal obligation of the then-existing owner to pay such assessment, however, shall remain the owner's personal obligation and shall not pass to owner's successors in title unless expressly assumed by them. However, the lien for unpaid assessments shall be unaffected by any sale or assignment of a lot and shall continue in full force and effect. No owner may waive or otherwise escape liability for any assessment provided herein by non-use of the Common Properties or abandonment of the lot.

(B) The Board may also give written notification to the holder(s) of a mortgage on a lot of a non-paying owner of such owner's default in paying any assessment when such default has not been cured within 30 days of the original date due, provided that the Board has theretofore, been furnished in writing with the correct name and address of the holder(s) of such mortgage and a request to receive such notification.

(C) The Board may, at its election, retain the services of an attorney to review, monitor and/or collect unpaid assessments and delinquent accounts and there shall also be added to the amount of any unpaid assessment or to any delinquent account any and all attorneys' fees and other costs of collection incurred by the Association.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any bona fide first mortgage or deed of trust now or hereafter placed upon the lots subject to assessment.

ARTICLE V

**General Powers and Duties of the
Board of Directors of the Association**

Section 1. Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors.

(A) The Board, for the benefit of the Association, the Addition, and the owners, may provide and may pay for, out of the assessment fund(s) provided for in Article IV above, any or all of the following:

(1) Care preservation and maintenance of the Common Properties and the furnishing and upkeep of any desired personal property and fixtures for use in or on the Common Properties;

(2) Private trash and garbage collection service, if any, which pertain to the Common Properties only;

(3) Taxes, insurance and utilities (including, without limitation, electricity, gas, water and sewer charges), if any, which pertain to the Common Properties only;

(4) The services of any person or firm (including the Developer and any affiliates of the Developer) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manger hired by the Board;

(5) Legal and Accounting services; and

(6) Any other materials, supplies, equipment, labor, services, maintenance, repairs, structural alterations, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of these Covenants or which in its opinion shall be necessary or proper for the operation or protection of the Association and the Addition or for the enforcement of the Covenants.

(B) The Board shall have the following additional rights, powers and duties:

(1) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by the Association;

(2) To enter into contracts, maintain one or more bank accounts and, generally, to have all the powers necessary or incidental to the operation and management of the Association; and

(3) To make reasonable rules and regulations for the operation of the common Properties and to amend them from time to time.

Section 2. Maintenance Contracts. The Board shall have full power and authority to contract with any owner (including, without limitation, the Developer) for performance, on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable, and in the best interest of the Association.

Section 3. Liability Limitations. No member or the directors and officers of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association or otherwise. The Developer or the Association, its directors, officers, agents, or employees, shall not be liable for any incidental or consequential damages for failure to inspect any premises, improvements, or portion thereof or for failure to repair or maintain the same.

Section 4. Reserve Funds. The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses.

ARTICLE VI

Use and Division of Lots

No lot may be divided or split. The Addition (each lot situated therein) shall be constructed, developed, occupied and used as follows:

Section 1. Residential Lots. All lots within the Addition shall be used, known and described as residential lots. Only 1 single family residential dwelling consisting of not less than one thousand one hundred fifty (1,250) square feet heated and cooled finished space, and the customary and usual necessary structures may be constructed on each lot. No building or structure intended for or adopted to business purposes shall be erected, placed, permitted, or maintained on any lot. This covenant shall be construed as prohibiting the engaging in or practice of any commerce, industry, business, trade or profession within the Addition, and/or within any lot. The restriction on use herein contained shall be cumulative of, and in addition to, such restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations, and ordinances of the City of Yukon, Canadian County, Oklahoma, or any other governmental authority or political subdivision having jurisdiction over the Addition.

Section 2. Residential Purposes. By acquisition of any lot within the Addition, each owner (excluding bona fide home builders covenants with and represents to the Developer and to the Association that the lot is being specifically acquired for the specific and singular purpose of

constructing and using a single-family residential dwelling thereon or as a residence for such owner and /or owner's immediate family members.

Section 3. Minimum Square Footage. Each single family residence constructed on a lot shall contain a minimum of one thousand two hundred fifty (1,250) square feet heated and cooled finished space. The decision by the Committee regarding the computation of the amount of square footage a residence contains shall be final.

ARTICLE VII

Easements

Section 1. In General. Other than primary service in the Addition and within platted easements, there shall be no above-ground service for utilities except those lines or poles that shall be approved, in writing, by a majority vote of the Committee. The owner of each lot shall be responsible for the protection of underground facilities located on his or her lot and shall prevent any alteration of grade or construction activity which may interfere with said utility lines.

Section 2. Utility Easements. Underground service cables to all residences which may be located in the Addition shall run from the nearest service pedestal to the point of use and upon the installation of such service cable to a particular residence, the supplier of service shall thereafter be deemed to have an effective right-of-way easement covering a 5 foot strip extending 2.5 feet on each side of the service cable from the service transformer to the service entrance to the residence. This easement shall also be available to all of the suppliers of public utilities and quasi-public utilities.

Section 3. Gas Lines. For gas meters and gas lines to the structures in the Addition, all yard lines will be plastic pipe of the size and material approved by the public utility servicing the Addition and an approved tracer wire will be installed in the trench with the plastic pipe and attached to the meter eyes in accordance with the public utility specifications. No yard line will be installed under concrete or asphalt except in a casing approved by the public utility. All gas meters shall be installed within the gas line easement on the rear property line of the residence it services and may not be located in any portion of the front of the residence.

Section 4. Approval of Easements. No portion of any lot shall be used for a driveway or passageway or easement of any type to service or benefit property or owners of property adjoining Sunrise Hills unless such usage is approved by one-half (1/2) of the voting members of the Association and the Developer.

ARTICLE VIII

Architectural Control Committee - Approval of Plans, Control of Development Activities, and Set Back Requirements

Section 1. Submission of Plans. In order to maintain a beautiful and pleasing setting in the Addition, 2 sets of all building and site improvement plans and specifications must be submitted to the Committee for its approval prior to the commencement of construction. The Committee shall act to enforce the requirements of these Covenants in a reasonable manner. The Committee has the authority to maintain the architectural conformity of the Addition and, in consideration thereof, shall determine that the proposed construction shall not detract from the development and shall enhance the purpose of the development to provide a beautiful and pleasing setting in the Addition. The Committee shall consider such matters as the proposed square footage, location, materials, exterior style and landscaping. The Committee will adopt rules or by-laws explaining the mechanics of its operation and providing for a 21 day maximum time within which plans must be reviewed and approved or disapproved after submission and, if not approved or disapproved in that period, that the same shall be considered as automatically approved. The Chairman of the Committee, a representative of ERC LAND DEVELOPMENT GROUP, LLC, shall call a meeting of the Committee, giving one business day notice. A simple majority of the Committee members shall constitute a quorum and a simple majority of the Committee members in attendance may approve or disapprove any building and site improvement plans and specifications presented to the Committee.

Section 2. Diversion of Drainage. All plans or schemes for the diversion of drainage, or construction or reconfiguration of a pond or lagoon, shall be approved by the Committee.

Section 3. Garage and Detached Structures. All residences constructed in the Addition shall have a private garage to accommodate a minimum of 2 automobiles. Any detached structure to be built on a lot, such as a covered entertainment area, guest house, pool house, or other structure, shall conform to the basic styling of the dwelling and the plans for any such structures must be submitted to the Committee for approval prior to construction.

Section 4. Temporary Structures. No trailer, mobile home, tent, construction shack, or other out building shall be erected on any lot in the Addition except for temporary use by construction contractors for a reasonable period of time and only in such location and for such time as may be designated by the Committee.

Section 5. Fences. No concrete block foundation may be exposed. Plans for all fencing whether on lot lines or surrounding patios, pools or other areas of the lot must be submitted to, and approved by, the Committee prior to the construction thereof. In the approval of the fencing the Committee shall give consideration to the location, height, material conformity with neighboring areas, and the obstruction of views. No chain link fencing or metal poles will be allowed. To achieve a quality image and a pleasing setting, a wood privacy fence, six (6) foot high connecting to the back corners of the house and running along the back and side lot lines is

preferable. All fence pickets shall be installed to the outside of all fencing or finished side out. No fencing will be allowed inside of street set back requirements. Any lots which adjoin S. W. Lake Road must have finished side of any wood fence exposed to S. W. Lake Road.

Section 6. Set Back Requirements. The Committee shall have authority to establish set back lines for lots. No structure or dwelling constructed on a lot (except approved fences) shall be permitted no closer than 25 feet from the front property line. Side line set backs for interior lots shall be 5 feet from each side of the property line. Corner lots shall have the street side set back of 15 feet. The rear set back lines for each lot shall be in accordance with the provisions of the filed and recorded plat of the subdivision.

ARTICLE IX

No Offensive Trade or Activity

No obnoxious or offensive trade or activity including the discharge of firearms or fireworks shall be permitted on any lot, nor shall any activity be undertaken on any lot that shall become an annoyance or nuisance to the neighborhood. Home occupations in which customers or suppliers travel to or from a residence in the Addition are prohibited. The development of minerals of any kind or nature, is prohibited within the Addition; provided, however, underground hydrocarbon minerals may be captured by wells located outside of the Addition.

ARTICLE X

Animals

Section 1. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot in the Addition for commercial purposes. No animals, livestock, or poultry may be raised, bred, or kept on any lot for any other purpose without the approval of the Board, which approval, when granted, must be renewed in writing by the Board, within 3 years from the date of first approval. If the Board fails to approve the renewal, then the owner must remove the animals, livestock, or poultry within 30 days of the expiration of the approval.

Section 2. Notwithstanding the provision set forth in Section 1 above, dogs, cats, or other common household pets may be kept or raised on a lot, provided they are not kept, bred, or maintained for commercial purposes, and they are not obnoxious or offensive. Any pen, cage, kennel, shelter, run, track, or other building, structure, or device directly or indirectly related to animals (including dogs, cats, household pets, or otherwise) which can be seen, heard, or smelled by any other lot owner must be approved by the Committee. Violations of this provision may be brought before the Board, and, after considering the same, the Board may order the violation to cease or be remedied in some fashion. The failure to heed the Association's directive shall result

in a lien being filed against the property and the Board being able to take such other legal and/or equitable action as it deems necessary and proper.

ARTICLE XI

Motorized Recreation Vehicles

Motorized recreational vehicles including, but not limited to, motorbikes, motorcycles, scooters, mopeds, trail bikes and any other similar mechanical device emitting noise, smoke or other environmental pollutants shall not be operated within the Addition except for the sole and exclusive purpose of ingress and egress to and from lots. The roadways within the Addition shall not be used by such vehicles for recreational purposes. The purpose of this restriction is to reduce noise and other pollution so as to permit maximum enjoyment of the surroundings in the Addition. This restriction shall not apply to equipment normally used for lawn or garden maintenance so long as said equipment is operated in the ordinary and usual manner intended.

Recreation vehicles, boats, trailers, and vehicles used for recreation purposes, shall be stored to the rear of the main residential structure on each lot. Any type of vehicle that has been inoperative for a period of more than ten (10) days shall be stored in the garage or at the rear of the main residential structure so as to be obscured from public view and the view of adjacent lots.

ARTICLE XII

Signs

Unless approved in writing by the Committee, signs shall be prohibited on all lots except that 1 sign, not exceeding 6 square feet in size, advertising a particular lot for sale shall be permitted.

ARTICLE XIII

Additional Design and Construction Criteria

Section 1. Storage of Construction Materials. Construction materials may be stored on a lot within the building setback lines for 30 days prior to the commencement of construction and thereafter, construction is to be completed within a reasonable period of time.

Section 2. Garbage, Dumping. Dumping is prohibited in the Addition. All trash, garbage or other waste shall be kept in sanitary containers which shall be located at the rear of each residential unit. All lots shall be maintained in a neat and orderly condition at all times.

Section 3. Accessory Buildings. Accessory buildings can be constructed if the plans are submitted to, and approved by the Committee.

Section 4. Antenna, Aerial and Other Devices. All antenna or other types of aerial transmitting or receiving devices (including without limitation, radio or television transmitting or receiving antenna) shall be approved by the Committee. The approval of an antenna may be denied if, the sole discretion of the Committee, the antenna or other receiving device would impede the view or otherwise distract from the overall image of the Addition.

Section 5. Appearance of Lot. All owners shall be required to keep their lot in a clean and sanitary condition whether or not they have constructed a residence on the lot. All open areas on lots shall be kept mowed to a height of no more than twelve (12) inches. The Board shall promulgate rules and regulations regarding the maintenance of lots and adequate enforcement mechanisms in the event a lot is not properly maintained.

Section 6. Mailboxes. All mailboxes shall be located within 10 feet of the driveway servicing the lot.

Section 7. Exterior Walls. At least sixty-five percent (65%) of the exterior walls of any dwelling erected on any lot shall be covered in brick veneer, stone, or other comparable masonry material.

ARTICLE XIV

Miscellaneous Provisions

Section 1. Enforcement. Enforcement of these Covenants may be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of any lien created by these Covenants; but failure by the Association or 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. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party.

Section 2. Validity. Violation of or failure to comply with these Covenants and restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any lot. Invalidation of any one or more of these covenants and restrictions, or any portions thereof, by a judgment, decree, or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these Covenants conflict with any ordinance or regulation promulgated by a governmental authority then the governmental provisions shall control.

Section 3. Headings. The headings contained in these Covenants are for reference purposes only and shall not in any way affect the meaning or interpretation the provisions set out herein. Words of any gender used herein shall be held and construed to include any other gender,

RATIFICATION

THIS RATIFICATION is executed by JIM E. WEAVER and MELVA J. WEAVER, husband and wife (the "Weavers"), and attached as an integral part of the foregoing Restrictive Covenants and Bill of Assurance for Sunrise Hills Addition Section 7 to the City of Yukon, Canadian County, Oklahoma (the "Covenants"), dated December __, 2003, executed by ERC Land Development Group, LLC, an Arkansas limited liability company. Unless otherwise defined herein, the words bearing initial capital letters are intended to have the meanings defined in the Covenants, as same may be amended from time to time.


AGREEMENTS:

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Weavers as the record owners of:

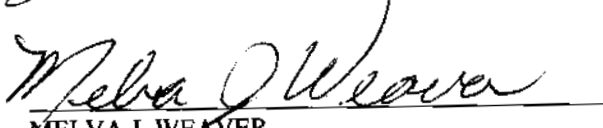
Lot Fifteen, Block Thirty-Five (35), Lots One (1) and Two, Block Thirty-Three (33), and Lot Twenty-Seven (27), Block Thirty-Five (35), all in SUNRISE HILLS ADDITION SEC. 7, an addition to Yukon, Canadian County, Oklahoma, according to the recorded plat thereof (the "Lots"),

hereby jointly and severally represent to and agree with the Declarant as follows: (a) The Weavers have examined and hereby consent to the Declarant's execution and recordation of the Covenants with the County Clerk of Canadian County, Oklahoma; and (b) the Weavers consent to the inclusion of the Lots in the Addition and agree that such Lots shall be subject to the Covenants and any amendments thereto.

IN WITNESS WHEREOF, the Weavers have executed this Ratification effective December 22, 2003.



JIM E. WEAVER



MELVA J. WEAVER