

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**SAINT JAMES PLACE  
PART TWO**

**THIS DECLARATION**, made on the date hereinafter set forth by Quail Ridge, Inc., hereinafter referred to as "Declarant".

**WITNESSETH:**

**WHEREAS**, Declarant is the Developer of that certain residential development property in the Northeast Quarter, Section 30, Township 2 North, Range 12 West of the Indian Meridian in the City of Lawton, County of Comanche, State of Oklahoma, and known as the Saint James Place Part 1 Addition to the City of Lawton (hereinafter the "Saint James Addition"), all as shown on the record plat thereof; and

**WHEREAS**, for the purpose of providing for an orderly development of the Saint James Addition, the Declarant caused its Declaration of Covenants, Conditions and Restrictions (hereinafter the "Covenants") for the Saint James Addition to be filed of record with the Registrar of Deed for Comanche County, State of Oklahoma at Book 5885, Page 10 on or about the 12th day of May, 2009; and

**WHEREAS**, Article III of these Covenants provides that additional adjacent tracts when platted for residential development may be made subject to the Covenants such that the owners of additional lots will be Class A members of the Association; and

**WHEREAS**, Declarant is the Owner of certain real property in the City of Lawton, County of Comanche, State of Oklahoma and which is more particularly described in the attached Exhibit "A", the same being incorporated herein by reference, and hereinafter referred to as the "Additional Property"; and

**WHEREAS**, this Additional Property is adjacent to the Saint James Addition, is zoned R-4 and is suitable for residential development; and

**WHEREAS**, the Declarant intends to develop and plat this Additional Property to be known as "Saint James Place Part Two" and to make same subject to the Covenants as provided therein, except as otherwise expressly stated herein below;

**NOW, THEREFORE**, Declarant hereby declares as follows:

Section 1. All of the Additional Property shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions set forth in said Covenants for the Saint James Addition, except as otherwise expressly stated herein below, which are for the purpose of protecting the value and desirability of the described properties,

and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Section 2. Each Lot Owner within the Additional Property shall be Class A member of the St. James Place Homeowners Association, Inc., an Oklahoma nonprofit corporation, with all rights, privileges, obligations and duties of same as provided in the Covenants and other Association documents.

Section 3. With respect to the Additional Property only, the Minimum Residential Size requirement found at Article VI, Section 2, paragraph "a" of the Covenants is hereby modified and amended as follows:

"a. Minimum Residence Size: No residence which contains less than 3,800 square feet, exclusive of basements, open porches, attached carports, attached garages, and detached structures shall be built on any Lot. In the development of subsequent adjacent tracts for residential development, the square footage requirements may change, and may fall below the minimum described above."

Section 4. With respect to the Additional Property only, the Garages requirement found at Article VI, Section 2, paragraph "e" of the Covenants is hereby modified and amended as follows:

"e. Garages: Garages must be at least two (2) cars wide and may be attached to, detached from or built within a residence. Garage doors shall not face the front street, except garage doors behind porte-cocheres."

Section 5. The Additional Property and its Lot Owners are hereby made subject to all other terms, provisions, covenants, conditions and restrictions set forth in the Covenants, to include those provisions specifically modified and amended herein above, the same as if the Additional Property was included as part and parcel of the real property originally described in said Covenants.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**DECLARANT:**

QUAIL RIDGE, INC.

By: \_\_\_\_\_  
James S. Eason, President

