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**ASSIGNMENT OF DECLARANT RIGHTS
SORGHUM MILL ESTATES ADDITION TO OKLAHOMA COUNTY, OKLAHOMA**

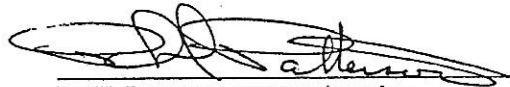
WHEREAS, Patterson & Patterson Properties, L.L.C., (the Declarant) an Oklahoma limited liability company filed for record a certain Declaration of Covenants and Restrictions at Book 8389, Page 1302, and a certain Declaration of Property Owners Association at Book 8393, Page 20, both within the Oklahoma County Clerk's office.

WHEREAS, the Declarant conveyed to ~~Pat K. Patterson~~ ^{Removed 1/7/2007} Ann Wagner (Wagner) all the Declarant's right, title, and interest in and to the property described herein at Exhibits "A" and "B."

WHEREAS, the Declarant and Wagner mutually executed an amendment to the Declaration, filed at Book 8945, Page 519, naming Wagner as the controlling member of the design review committee.

NOW THEREFORE, the Declarant hereby assigns to Wagner any and all Declarant rights, express or implied, arising from or related to the covenants filed against the properties described within Exhibits "A" and "B." From the date of filing and for purposes of any rights contained within the Declarations identified above, Wagner shall be known as and shall be the Declarant. This assignment shall represent an "appropriate instrument" for assignment of Declarant rights as provided for in the Declarations.

Dated: November 23, 2004


Pat K. Patterson, manager/member

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA

ss.

COUNTY OF OKLAHOMA

On the date written above, before me, a Notary Public in and for the State of Oklahoma, personally appeared Pat K. Patterson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Subscribed and sworn to before me

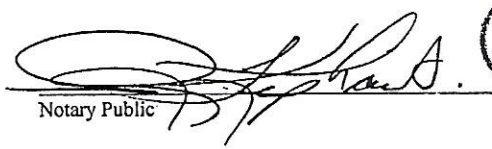
On the date above written.

My commission expires:

July 13, 2008

My commission number is:

04006263


Notary Public



DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

PATTERSON & PATTERSON PROPERTIES, L.L.C., an Oklahoma Limited Liability Company, ("Declarant") hereby certifies that it is the owner of and the only person, firm or corporation having any right, title or interest in and to the following described real estate and premises situated in Oklahoma County, Oklahoma, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

(THE UNRECORDED PLAT OF SORGHUM MILL FARMS)

Said Declarant further certifies that it has caused said property designated aforesaid, to be surveyed into blocks, lots, and streets and said Declarant hereby designates said tracts of land so subdivided as all of SORGHUM MILL FARMS, an unrecorded plat to Oklahoma County, Oklahoma.

Protective Covenants

For the purpose of providing an orderly development of the entire tract, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of said Declarant and its successors in title to the subdivisions of said tract, it hereby imposes the following restrictions, covenants and reservations, to which it shall be incumbent upon successors in title to adhere.

1. Private Roads and Utility Easements. The Easement described on Exhibit "B" attached hereto is private, has not been dedicated to the public, and shall be held and maintained by the private property owners of SORGHUM MILL FARMS. The Easement shall be used for street and utility purposes for the benefit of the Lot owners in SORGHUM MILL FARMS and shall always be open to Police, Fire and other vehicles of all state, federal, and county agencies as well as utility companies. Declarant, does hereby grant unto the SORGHUM MILL FARMS HOMEOWNERS' ASSOCIATION an Easement and right-of-way over and across the property described on Exhibit "B" as and for a private roadway and utility easement for ingress and egress to all property described on Exhibit "A" attached hereto and made a part hereof.

2. Single Family Residential Use. All Lots in said addition are hereby designated as single family residential building plots. No structure shall be erected, altered, placed or permitted to remain on any such single family residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height, and private garage for not more than four nor less than two automobiles, and other outbuildings strictly

*
See
Amendment

incidental to rural residential use of the plot. Any outbuildings shall be approved in writing by the Design Review Committee prior to construction. No prefabricated storage buildings shall be constructed on any Lot without the prior written approval of the Design Review Committee. No Lot shall be subdivided so that any Lot resulting from such subdivision will contain less than five (5) acres. Any subdivision of a Lot within SORGHUM MILL FARMS must be approved in writing by the Design Review Committee.

3. Design Review Committee. No building, outbuilding, storage building, barn, cabana or any other structure shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing by the chairman and the majority of the members of a Design Review Committee composed of Pat K. Patterson, Pat P. Patterson and J. Philip Patterson, or by any person or person designated by said committee. In the event of the death or resignation of any members of said committee, the remaining members shall have full authority to designate a successor or successors. In the event said committee, or its designated representative, fails to approve or disapprove, within thirty (30) days, any plans and specifications submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenant shall be deemed to have been fully observed and complied with. Neither the members of such committee, nor it's designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The membership of the Committee may be changed by a majority vote of members of the SORGHUM MILL FARMS HOMEOWNERS' ASSOCIATION.

4. General Considerations. Pursuant to its rule-making power, the Design Review Committee shall establish a procedure for the preparation, submission, and determination of applications for any alteration or improvement. The Design Review Committee shall have the right to disapprove any plans or specifications or grading or other plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed improvement, its size, the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the topography, the effect upon view and light, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All decisions of the Design Review Committee shall be final, and no Owner or other parties shall have recourse against the Design Review Committee for its disapproval of any such plans and specifications or plot plan.

5. Antennae, Satellite Dishes and Wind Generators. No television, radio, or other antenna, satellite dishes nor wind

generators shall be placed on any Lot or improvement without the prior written consent of the Design Review Committee, which may at their discretion require screening from public view.

See Amendment *
6. Minimum Residence Size. The ground floor area of the main structure, exclusive of covered and open porches and garage, in SORGHUM MILL FARMS shall be not less than Eighteen Hundred (1,800) square feet for any one story dwelling or not less than Twelve Hundred (1,200) square feet on the ground floor for a dwelling of more than one story, but the total living space per dwelling shall be not less than Eighteen Hundred (1,800) square feet.

7. Window Air Conditioners. Any window type air conditioners installed shall be kept from view of the street.

See Amendment *
8. Set-Backs. No building shall be located on any Lot nearer than 100 feet to the front Lot line, or nearer to the rear Lot line than 50 feet. No dwelling shall be located nearer than twenty (20) feet to a side Lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

9. Business-Trade-Nuisance. No business, trade or activity shall be carried on upon any Lot. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

11. Fences. No barbed wire fence shall be installed on the front Lot line or between the front Lot line and the front building set back line. All fences shall be approved in writing by the Design Review Committee prior to installation.

12. No Buildings in Easement. No outbuilding or other structure shall be permitted in any easement reserved for utilities.

See Amendment *
13. Animals. Each Lot owner shall be allowed to keep one (1) horse or cow or llama per acre, provided however, that no horses, cows or llamas shall be kept in front of the front building set-back line. No other animals, including but not limited to goats, fowl, poultry, fish or reptiles, shall be maintained on any of said Lots other than a reasonable number of generally recognized house or yard pets and then only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial purposes. Provided however, goats, fowl and swine may be kept upon a Lot for

the sole use of students enrolled in 4-H or FFA programs provided by the local school district. No animal shall be allowed to make an unreasonable amount of noise, to become a nuisance or to roam freely off of owner's property.

14. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or Declarant to advertise the property during construction and sales period. Owners may display address signs not exceeding three (3) square feet.

15. New Construction. All residences shall be of new construction, and no residence, part of a residence, or garage, may be moved from another area into this subdivision. Mobile homes of any kind shall not be allowed to be placed or parked, either permanently or temporarily, on any Lot.

See Amendment
* 16. Condition of Property. All Lots to be kept clean and free at all times from all litter, debris, junk vehicles, junk machinery and all other trash and junk of any nature.

17. Repair of Buildings. No building or structure upon any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

18. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a residence, appurtenant structures, or other improvements.

19. Diseases and Insects. No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

20. Cars, Trucks and Trailers. No truck exceeding one (1) ton, trailer, camper, house trailer, motor home, airplane, boat, boat trailer, bus or commercial vehicle of any kind or any motor vehicle other than a standard passenger car, van or pick-up truck not exceeding one (1) ton, shall be parked or permitted to remain on the driveway of, in the front yard, side yard in front of front fence line, or street adjacent to, any residential plot in this subdivision, except for such period of time as may be absolutely necessary in order to pick up or deliver materials or to do work or make repairs on the property. It is the intent of this requirement that the owners and occupants of residential buildings in the subdivision shall not use the property upon which they reside, or streets adjacent thereto, for the storage or habitual parking of any such prohibited above mentioned property, other than the said standard passenger cars, vans or pick-up trucks.

21. Driveways. Driveways must be constructed with gravel, asphalt, or concrete and shall continuously be maintained so as to avoid unsightly deterioration.

22. Roofing Material. Acceptable roofing materials shall included, but not be limited to, fire retardant red cedar shake shingles, slate shingles, concrete tile shingles, top quality composition shingles, standing seam metal or other roofing materials approved by the Design Review Committee.

23. Lender Requirements. The undersigned owner, or a representative designated by it, hereby reserves and is granted the right and power to record a Special Amendment to these Restrictions at any time and from time to time, which amends the same (1) to comply with requirements of 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 other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (2) to induce any of such agencies or entities to make, purchase, insure or guarantee any first mortgage on such owner's Lot. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the such party to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of the such parties to make, execute and record such Special Amendments. No Special Amendment made by such parties shall 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 above agencies or entities to make, purchase, insure or guarantee any first mortgage on such owner's Lot.

*See
Amendment* * 24. Mail Receptacles. Mail receptacles shall be constructed of the same masonry material used on the residence and shall be no greater in size than 36 inch square base and a height of 54 inches.

25. Pier and Grade Beam Foundation. Any building erected using pier and grade beam foundation must be constructed so that no part of the concrete beam is exposed above the ground level.

26. Declarant Business Office - Model Units. Declarant and its employees, representatives, agents or assigns may maintain a business and sales office, Model Units, and other sales facilities necessary or required until all of the Lots are sold by Declarant. Such office or Model Unit may include the use of a portion of the Lot as temporary parking lot.

27. Acknowledgment of Electronic Entry Gate and Controlled Access - Release of Liability. The Owner of each Lot, on their own behalf, and on behalf of their families, guests, tenants, invitees, successors and assigns, does acknowledge that, SORGHUM MILL FARMS HOMEOWNER'S ASSOCIATION and its Board of Directors maintains an electronic entry gate controlling access to the Project by Owners and the public and that such electronic entry gate may affect and delay or prevent the timely response of police, ambulance, fire and other emergency personnel and services to locations within SORGHUM MILL FARMS. In consideration of the privacy and security afforded by the electronic entry gate, each Owner, for himself, his family, guests, lessees, invitees, heirs, successors and assigns, covenants and agrees, concurrent with acquisition of an equitable or legal interest in a Lot, to release and hold harmless the Declarant, SORGHUM MILL FARMS HOMEOWNER'S ASSOCIATION and its Board of Directors, and the individual Owners, from any and all injuries, claims, causes of action, liabilities or other losses incurred by such Owner, his family, guests, tenants or invitees, arising from or associated with the electronic entry gate and/or the proper functioning of the electronic entry gate.

See Appendix C
* 28. Right to Annex Additional Property. Notwithstanding anything herein contained to the contrary, if Declarant should from time to time desire to develop for residential purposes additional property in the adjoining sections to Section Thirty (30), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, Declarant may annex such property to SORGHUM MILL FARMS upon the terms and conditions contained in this article. Annexation shall be accomplished by Declarant filing an amendment to this Declaration specifying the property that is annexed and such property thus becomes subject to this Declaration. On the amendment of the Declaration to annex additional property, then the Lots, Common Areas, Easements, Rights-of-way, owners and property which comprise the annexed property shall in all respects be treated as Lots, Common Areas, Easements, Rights-of-way, owners and property of SORGHUM MILL FARMS, and shall be subject to this Declaration, as so amended, and the Certificate, By-Laws and Rules of the Association, for all purposes.

29. Consent to Annexation. Each owner of a Lot in SORGHUM MILL FARMS by acceptance of a conveyance of said Lot, does thereby consent to the annexation of additional property by Declarant substantially in accordance with the terms and conditions contained herein.

30. Amendments - Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a term of Twenty (20) years from the date of recordation of this instrument, at which time said covenants shall be automatically extended for successive periods of Ten (10) years each, unless an instrument signed by the owners of seventy-five percent (75%) of the Lots has been recorded, agreeing to terminate or amend these covenants, in whole or in part. These covenants may

be amended at any time by a vote of Owners representing not less than seventy-five percent (75%) of all Owners interests in the Lots. Such Amendment shall be effective only upon the recordation of an instrument setting forth the Amendment signed by the Owners of not less than seventy-five percent (75%) of the Lot. No amendment shall affect the rights of Declarant herein unless approved and consented by Declarant in writing.

31. Enforcement. Should the owner or tenant of any of the above described tracts violate any of the restrictive covenants or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein after reasonable notice, then in such event, any owner of any property subject to these restrictions may institute legal proceedings to enjoin, abate, or correct such violation or violations, and the owner of that block, Lot or Lots or building site permitting the violation of such restriction or conditions shall pay all attorneys fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, said attorneys fees, court costs and other expenses allowed and assessed by the Court for the aforesaid violation or violations shall become a lien upon the land as of the date legal proceedings were originally instituted, and said line shall be subject to foreclosure in such action so brought to enforce such restrictions in the manner so provided by law.

32. Invalidation. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, and such other provisions shall remain in full force and effect.

33. Right to Assign. The Declarant by appropriate instrument may assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may at their option, exercise, transfer or assign such rights, reservations, easements, and privileges, or any one or more of them, at any time in the same way and manner as though directly reserved by them or it in this instrument.

DATED this 28th day of February, 2002.

PATTERSON & PATTERSON PROPERTIES, L.L.C.
an Oklahoma Limited Liability Company,

By: 


, Manager

STATE OF OKLAHOMA]
] ss:
COUNTY OF OKLAHOMA]

The foregoing instrument was acknowledged before me this 28th day of February, 2002, by P+K Patterson Manager of PATTERSON & PATTERSON PROPERTIES, L.L.C., by and on behalf of said Limited Liability Company.

My Commission Expires:

March 20, 2002



Notary Public



**SECOND AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SORGHUM MILL FARMS ADDITION**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS is made this 14 day of December, 2004, by George R. Wagner and Ann Wagner (Declarant), and Jeffrey S. White and Julie White, collectively holding title to greater than 75% of the parcels within Sorghum Mill Farms, more particularly described within Exhibit "A" and "B" hereto. All section references herein shall refer to the corresponding section within the Declaration filed at Book 1302, Page 1312 within the Oklahoma County Clerk's office.

The applicable language in Section 2 is hereby amended to provide: "...and private garage for not more than four nor less than one automobile..."

Section 6 is hereby amended in its entirety and replaced with:

6. **Minimum Residence Size.** The ground floor area of the main structure, exclusive of covered and open porches and garage, in Sorghum Mill Farms shall be not less than Two Thousand (2,000) square feet for any one story dwelling or not less than One Thousand Eight Hundred (1,800) square feet on the ground floor for any dwelling of more than one story, but the total living space per dwelling shall not be less than Two Thousand (2,000) square feet.

Section 8 is hereby amended in its entirety and replaced with:

8. **Set-Backs.** No building shall be located on any Lot nearer than 100 feet to the front Lot line, or nearer to the rear Lot line than 30 feet. No dwelling shall be located nearer than twenty (20) feet to a side Lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

Section 13 is hereby amended in its entirety and replaced with:

13. **Animals.** Each Lot owner shall be allowed to keep one (1) horse or cow or llama per acre. Each Lot owner shall be allowed to keep up to two (2) goats per five acres. No other animals, including but not limited to livestock, fish, reptiles, poultry, or fowl shall be allowed on any Lot, provided, however, a reasonable number of generally recognized domesticated house or yard pets shall be allowed only if the same are kept solely as pets and not for commercial purposes. Provided further that a reasonable number of poultry, fowl, and swine may be kept on a Lot for the sole use of students

enrolled in a 4-H or FFA program administered by the local school district. No animal shall cause an unreasonable amount of noise, become a nuisance to other Lot owners.

Section 16 is hereby amended in its entirety and replaced with:

16. Condition of Property. All Lots shall be kept clean and free at all times from all litter, debris, junk, inoperable vehicles, inoperable machinery, and all other forms of trash and junk of any nature. All property visible from a roadway, excluding wooded areas, must be kept mowed and maintained. Wooded areas may be maintained in its natural state. Should any Owner fail to mow or maintain their property, the Association shall forward to such Owner a notice of covenant violation. If after five days after mailing of the notice of covenant violation the Owner has failed to mow or maintain their property, the Association may cause such Owner's property to be mowed and maintained, any costs or expenses incurred by the Association to be assessed to the Owner of such property. Any costs or expenses assessed under this section shall be invoiced to the responsible Owner, and may be collected, including the filing of a lien, pursuant to Section 5 of the Declaration of Property Owners Association filed at Book 8393, Page 20 within the Oklahoma County Clerk's office.

Section 24 is hereby amended in its entirety and replaced with:

24. Mail Receptacles. All mail receptacles, including proposed construction and modifications of existing receptacles, shall first be approved by the Design Review Committee.

The following language shall be added to Section 28 to the Declaration: The Declarant shall retain the right to remove from under the Declaration any Lot subject to the Declaration that has not yet been conveyed to a person other than the Declarant. To effect such removal, the Declarant shall file with the Oklahoma County Clerk a notice of removal of any Lot such Lot.

NOTICE OF LOT REMOVAL – LOT 4

** Includes what is now
Lot 6 AS of 7/20/15 Survey*

Pursuant to the authority granted within this Second Amendment to the Declaration, the Declarant hereby removes from under the Declaration Lot 4 to Sorghum Mill Farms Addition, more particularly described within Exhibit "C". From the date of filing this Notice of Lot Removal, Lot 4 shall be fully removed from the common development scheme of the Sorghum Mill Farms Addition, as if such real estate were never contained under such development scheme.

Any term, covenant, condition, and restriction within the Declaration not expressly amended, added to, or revoked within this Second Amendment is hereby reaffirmed by the undersigned.

IN WITNESS WHEREOF, the undersigned executed this Second Amendment the date and year first written above.