

FIRST AMERICAN TITLE
400 SOUTH MUSTANG ROAD
YUKON, OK 73099

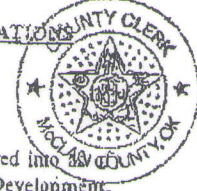
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Fee: \$ 29.00 Doc: \$ 0.00
Lois Hawkins - McClain County Clerk
State of Oklahoma

By PB Deputy
Reborn Up: HDCD

6142

OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS



KNOW ALL MEN BY THESE PRESENTS:

This Owner's Certificate, Dedication and Reservations entered into the date of the hereinafter reflected acknowledgment by LL Development, L.L.C., an Oklahoma Limited Liability Company, hereinafter referred to as DECLARANT, witnesseth:

Declarant is the owner of, and the only party having any right, title, or interest in and to the following described real property and premises located in McClain County, Oklahoma, to-wit:

Bradford Place Section IV Phase 1 Addition to the City of Newcastle, Oklahoma, according to the recorded plat thereof

All lots & Blocks

Declarant certifies it has caused all of the above described property to be surveyed into blocks, lots, streets and avenues, and has caused plats to be made of said tracts showing accurate dimensions of lots, set back lines, rights of way, widths of streets reserves for utilities, drainage, and pedestrian access. Said party hereby dedicates to the public use all the streets and avenues within such subdivisions, and reserves easements for installation and maintenance of utilities, and for drainage within such subdivisions, as shown on the recorded plat thereof. All lands so dedicated to public use are free and clear of all encumbrances.

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 Declarant and its successors in title to the subdivision above mentioned, it hereby imposes the following Restrictions, Covenants and Reservations, to which it shall incumbent upon successors in title to adhere.

1. Residential Use Restrictions. All lots in said addition are hereby designated as single family residential building lots, except Lots 25, 26 & 27 Block 1 and Lots 19 & 20 Block 2, inclusive, which are designated as duplex lots. 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, and a private attached garage for not less than one (1) automobiles, and other

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outbuildings strictly incidental to residential use of the plot. As to duplex lots, they are restricted to one (1) building, which will be located on each A-B designated lot, with each side having a private attached garage for not less than two (2) automobiles and other outbuildings strictly incidental to residential use of such units.

2. Architectural Committee. No building 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 as to conformity and harmony of external design with existing structures and the finished grade elevation, by a committee composed of Sandy Houser or Brent Cook. In the event they, or their designated representative, fail 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 these covenants shall be deemed to have been fully observed and complied with. Neither the members of such committee, nor their designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

3. Utility/Drainage Facility Use. Reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these utility reserves no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each lot and all improvements permitted therein shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties, but are not a part of the drainage system maintained by a public authority or utility company, shall be the property owner's responsibility and it shall be the responsibility of the property owner to: (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of the flow, or obstruct or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot, and (b) to provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority, utility company, or property owners maintenance association is responsible.

4. Antennas. All television, ham or other type radio antenna must be placed in the attic of a residence. In addition, no antennas of any kind, including satellite

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antennas or dishes shall be installed on any lot in the front yard, or side lot forward of the front fence line, unless required in order to receive reception. As to placing any satellite antennas or dishes on a residence, so long as they do not exceed twenty (20) inches in diameter, they shall be placed on the side or rear portion of a residence, and must be located behind any fence line requirement in these restrictions. No such antennas or dishes shall be placed on the front of any residence, unless required in order to receive reception.

5. Square Footage Requirements. The minimum square footage living area of the main structure of all single family units, exclusive of covered and open porches, patios, and garages, shall be no less than 1000 square feet. As to duplex units, each side of all duplexes must contain a minimum of 700 square feet, exclusive of covered and open porches, patios and garages.

6. Window Air Conditioners. No window type air conditioners shall be allowed on front or side portion of any residence.

7. Garage Conversion. No owner of any residential property covered by these Restrictions shall have the right to convert any garage to a living area.

8. Building Set Back Lines. No residence shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In addition, no residence shall be built any closer than five (5) feet from a side lot line, including garages. In no event shall the distance between residential buildings be less than ten (10) feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building. Provided however, this paragraph shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

9. Prohibited Activity. No business, trade, or activity shall be carried on upon any residential 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. Prohibited Building 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. Fence Restrictions. No fence shall be installed on the front portion of any lot in this subdivision between residences forward of the front building corners on either side of the residence. All fences must be 6 ft. stockade type fence. There shall be no other type of fencing allowed. Fences are not mandatory.

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12. Detached Garages. No detached garage or other outbuilding shall be permitted in any easement reserved for utilities.

13. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs and cats, (provided they are reasonable in number) and further provided they are not kept, bred or maintained for a commercial purpose.

14. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, or one sign of not more than six (6) square feet advertising the property for sale or rent by an individual property owner. As to signs used by a builder to advertise the property during the construction and sales period, the same shall not exceed six (6) square feet, be located on an area of the lot as approved by the architectural committee, and shall not be in violation of any Ordinance of the City of Oklahoma City, Oklahoma.

15. Type of Construction and Prohibited Residences. All residences shall be of new construction, and no residence, part of a residence, or garage, (new or used) 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. However, a movable type construction office may be left on site during construction of a residence, so long as it is not lived in, and is left there no longer than nine (9) months.

16. Direction of Homes. All homes are to face the front of the street proper along which other houses are facing along the same street, except as may be approved by the committee in writing.

17. Prohibited Use of Driveways and Streets. Driveways shall not be used for storage for such items as boats, trailers, campers, lumber, etc., including any recreational vehicle, trailer, camper, house trailer, motor home, airplane, boat, boat trailer, bus or commercial vehicle of any kind, including any inoperable motor vehicle. Only standard passenger cars or pick-ups 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 fence line, or street adjacent to, any residential plot in this subdivision. The only exception would be 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. Furthermore, none of the above mentioned items are to be parked or stored either temporarily or permanently so as to be seen from any portion of the subdivision other than the lot on which it is parked. It is the intent of this

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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 items above mentioned, other than the said standard passenger cars or pick-ups. In addition, the parking of any vehicle or items set forth in this paragraph shall be done on a concrete surface. Further, there shall be no habitual parking of operable or inoperable vehicles parked in the street in front of any lot, or in the case of corner Lots, the side street.

18. Detached Garages. No detached garages shall be permitted on any lot in said subdivision, except upon approval of the committee or his designated representative.

19. Roofs. The roof (both initial and replacement) of all dwellings built in said addition must be of a twenty-five (25) year warranted laminated shingle or better, Class "C" or better, and be of a weathered wood style, color and appearance, or other type of approved gray shingle. All single family residential roofs must have a minimum pitch or slope of 6/12. Provided however, as to all duplex units, they must have a minimum of a 6/12 pitch or slope roof.

20. Outbuildings. The following restriction shall relate to any outbuildings placed or built on the lot:

- A. Shall be limited to a 400 square foot maximum;
- B. Must be located beyond the back line the residence;
- C. Shall be constructed of at least ten (10) foot from any property line;
- D. Must be of a color similar to the residence;
- E. They cannot be located on any utility or drainage easement area;

23. Landscaping. All lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the committee. All garbage cans or refuse areas are to be fully screened and covered from view of street and from adjoining lots. If the garage front is designed so that the front door extends beyond the front wall of the dwelling, screening must be provided by planting either one 2 inch caliper deciduous tree or two 1.5 inch caliper trees in the front yard.

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24. Exterior Requirements. The principal exterior of any residential structure shall be at least seventy-five percent (75%) masonry exclusive of eaves, fascia, gables, doors, windows, and garage doors and the balance of the exterior may be of frame, wood, shingles or other material which will blend together with the masonry. Further provided, notwithstanding the above, if any home has a gable roof on the front of the residence, the same must be fully covered with brick or stone.

25. Fireplaces. All wood burning or non-wood burning fireplaces vented above the eave located on the front, street side or any side facing a street of any home must be brick or brick veneer from top to bottom. Direct vented fireplaces located on any side street must be brick veneered to bottom of eave. No fireplace vented on the front of a residence through the wall below the eave shall be allowed.

26. Storm Shelters. Any storm shelter placed located outside of any residence shall have the following restrictions which must be complied with:

- A. It must not be located in front of the back edge of a residence;
- B. It must be located within a fenced in area of the lot;
- C. The storm shelter, including any air vents or turbines, may not protrude more than 48 inches above normal yard elevation.

27. Right to Amend. The undersigned Declarant, 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 granted acknowledgement of, and a consent to the reservation of the power the such parties to make, execute and record such Special Amendments.

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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 mortgage 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.

28. Amendment. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2019, at which time said covenants shall be automatically extended for successive periods of ten years each. However, prior to the above mentioned date, or any successive period dates, these covenants and restrictions may be amended, modified or revoked by an instrument in writing, signed, and filed of record, by at least three-fourths (3/4) of all lot owners in the addition.

29. Enforcement. If Declarant, or any of their successors, or assigns, or any person or persons claiming under them, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages, costs, or other dues for such violation, including attorneys fees in the prosecution and enforcement of said covenants. In the event of a violation of these covenants, Declarant, any owner owning a property within the addition, or a Homeowners Association may proceed with enforcement thereof by the following procedure:

A. Two (2) letters must be sent to the homeowner, the first giving the homeowner a twenty (20) day notice of such violation and the right to correct such violation. In the event the first notice is not complied with, a second ten (10) day written notice shall be given;

B. In the event, following the second notice as above set forth, in which such violation has not been corrected, any such party having the right to enforce the same shall have the right to file a notice against such property owners property which would list the violation and give such enforcing party the right to proceed with any proceedings allowed by law to comply with these Restrictions.

30. Partial 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.

Witness our hand and seals as of the date of the hereinafter reflected acknowledgements.

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LL Development, L.L.C., an Oklahoma
Limited Liability Company

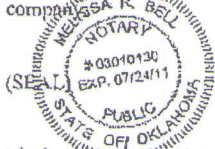
By: [Signature]
Sandy Houser, Manager

By: [Signature]
Brent Cook, Manager

STATE OF OKLAHOMA)
COUNTY OF Canadian)

SS:

The foregoing instrument was acknowledged before me on this 16 day
of November, 2009, by Sandy Houser, Manager of LL Development,
L.L.C., an Oklahoma Limited Liability Company, by and on behalf of said
company.



[Signature]
Notary Public

My Commission Expires:
7/24/2011

STATE OF OKLAHOMA)
COUNTY OF Canadian)

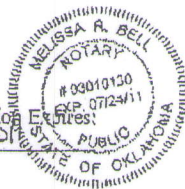
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Liz Hawkins - McCain County Clerk
State of Oklahoma

The foregoing instrument was acknowledged before me on this 10 day
of NOVEMBER, 2009, by Brent Cook, Manager of LL Development, L.L.C.,
an Oklahoma Limited Liability Company, by and on behalf of said company.

(SEAL)

My Commission Expires
7/24/2011



Melissa R. Bell
Notary Public

FELBY AMERICAN TITLE
400 SOUTH MUSTANG ROAD
YUKON, OK 73099

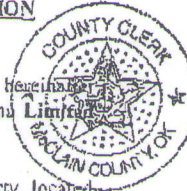
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State of Oklahoma

By PB Deputy
Return to: 5000

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**DECLARATION OF HOMEOWNERS ASSOCIATION
FOR BRADFORD PLACE SECTION IV PHASE I ADDITION**



THIS DECLARATION, entered into as of the date of the hereinafter reflected acknowledgment by LL Development, L.L.C., an Oklahoma Limited Liability Company, hereinafter referred to as DECLARANT.

WHEREAS, Declarant is the owner of certain real property located McClain County, State of Oklahoma, which is more particularly described as follows:

Bradford Place Section IV Phase I Addition to the City of Oklahoma City, Oklahoma, according to the recorded plat thereof

All Lots & Blocks DC

WHEREAS, Declarant intends to create a community which provides for the construction, upkeep, repair, and maintenance of certain common areas in, adjoining, near the above addition, and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said addition, and for the maintenance, upkeep, improvement and administration of the community property and any other property later made a part of such association, and all improvements now existing or hereinafter erected thereon, and to establish and create an entity and agency for such purpose, and for the purpose of administering and enforcing the covenants and restrictions hereinafter set forth and collecting and disbursing the assessments and charges hereinafter created, and

WHEREAS, there will be incorporated under the laws of the State of Oklahoma, as a non-profit corporation, Bradford Place Section IV Property Owner's Association, Inc. for the purpose of exercising the aforementioned functions.

NOW, THEREFORE, Declarant hereby declares that all of the real property described in Article II hereof, is and shall be held, occupied, sold and conveyed subject to the easements, covenants, restrictions, dedications, charges and liens hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property, all of which shall run with said real property and shall be binding on all parties having or acquiring any

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right, title or interest in said real property or any part thereof, their heirs successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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Section 1. The following words, when used in this Declaration or any Supplemental Declaration shall, unless the context shall not permit, have the following meanings:

A. "Association" shall mean and refer to Bradford Place Section IV Property Owner's Association, Inc. a non-profit corporation to be incorporated under the laws of the State of Oklahoma, its successors and assigns.

B. "Properties" shall mean and refer to that certain real property described in Article II hereof.

C. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a free simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

D. "Common Aress" or "Commonly Owned Property" or "Association Property" shall mean:

i. The care, mowing, maintenace and upkeep of the entryway to the addition;

ii. The care, mowing, and upkeep of the common areas "A" and "B", along with common area "C" if the Association so desires;

iii. Any other common area or property made a part of or, subsequently annexed to, and made part of this Declaration and Association property;

E. "Lot" shall mean and refer to any lot shown upon the recorded subdivision map of all or any part of the Property with the exception of the common areas.

F. "Member" shall mean and refer to every person and/or entity who holds membership in the Association.

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G. "Person" shall mean an individual, corporation, partnership, Association, trust or other legal entity, or any combination thereof.

H. "Dwelling Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

I. "Fences" shall mean the following where the context so indicates:

i. "Common area fences" shall refer to any fence on a lot which is adjacent to, abuts, or borders any common area or right of way.

ii. "Association fences" shall refer to any fence erected or placed on any common area or owner's property.

J. "Developer" shall refer to Declarant, its successors or assigns.

K. "Development" shall mean the real property contained within the Bradford Place Section IV Addition to Oklahoma City, Oklahoma, according to the recorded plat thereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied, subject to this declaration is located in the City of Newcastle, McClain County, State of Oklahoma, and is more particularly described as follows:

Bradford Place Section IV Phase I Addition to the City of Oklahoma City, Oklahoma, according to the recorded plat thereof

ARTICLE III

ASSOCIATION PROPERTY/RIGHTS/OBLIGATIONS

Section 1. The Association property, or the obligations of the Association will be as follows:

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- A. The care, mowing, maintenance and upkeep of the entryway to the addition;
- B. The care, mowing, and upkeep of the common areas "A" and "B", along with common area "C" if the Association so desires;
- C. Any other common area or property made a part of or, subsequently annexed to, and made part of this Declaration and Association property;
- D. The Association will at all times have the right of ingress and egress, and a continuing easement and right of way over and across any adjoining property owners lots for the purpose of repairing and maintaining, or having access to any commonly owned or maintained areas, or bordering any right of way or entryway to the addition;
- E. The Association property shall, at all times, be subject to the general terms and conditions of this Declaration, the By-Laws, and Articles of Incorporation of the Association.

ARTICLE IV

MEMBERSHIP, CLASSES OF MEMBERS AND VOTING RIGHTS

Section 1. Every person who is a record owner of a fee or undivided interest in a lot in the Development shall be a member of the Association; provided, that any such person who holds such interest merely as a security for the performance of an obligation shall not be a member. Ownership of such lot shall be the sole qualification for membership.

Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all the owners of lots with the exception of the Declarant. Class A members, when a class vote is required, shall vote as a class. Each Class A member shall be entitled to one vote for each lot in which it holds the interest required for membership by Section 1 of this Article. When more than one person holds an interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as

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they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot. If one dwelling unit is constructed on two or more lots only one Class A membership will be assigned to such lots containing the single dwelling unit. However, a duplex unit or lot shall at all times have one (1) vote per side.

Class B. Class B members shall be the Developer. The Class B members shall be entitled to three (3) votes for each lot in which Declarant or Developer holds the interest required for membership by Section 1 of this Article IV.

Section 3. Each class of members shall be entitled to vote, as a class, only when the proposal to be voted on:

A. provides for an increase in the annual assessment as to such class and which proposed assessment requires the approval by the members of the Association pursuant to Article VI hereof;

B. provides for special assessments for capital improvements to be assessed against the particular class;

C. provides for the merger, consolidation, liquidation, or dissolution of the Association;

D. provides for the sale of all or substantially all of the assets or properties of the Association; provided, however, that the mortgage, pledge or hypothecation of all or substantially all of the assets or property of the Association for the purpose of obtaining funds for credit with which to acquire, improve or repair all or any part of such assets or properties of the Association shall not be deemed a sale of all or substantially all of the assets or properties of the Association;

E. provides for the election of Directors by the Association in accordance with the by-laws of the Association, with the exception of the initial Directors which are set forth in the Articles of Incorporation, who shall hold office until the 15th day of January, 2011, or until their successors are elected or they otherwise resign.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

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Section 1. Members Easements of Enjoyment. Each member of the Association shall have the right, and co-equal easement of enjoyment in the Association, or common area property, subject to compliance with this Declaration, the By-Laws, and Articles of Incorporation of the Association.

Section 2. Association Control and Easement. The Association shall control, maintain, repair, manage and improve the Common areas/Association property as provided in this Declaration and in its Articles of Incorporation and By-Laws. In that regard, the Association shall, at all times, have a perpetual easement and right to enter upon such Association property and individual lot owners property for the purpose of the repair, maintenance, and upkeep of any common or commonly maintained areas. Such right and power of control and management shall be exclusive.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessment for capital improvements, such assessments to be fixed, and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which any such assessment is made, paramount and superior to any homestead or any other exemption provided by law, from the date that notice of such lien is filed of record by the Declarant, the Association or any owner. Each such assessment, together with such interest, costs, and reasonable attorneys fees incurred in the collection thereof shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien above mentioned arising by reason of such assessment, shall continue to be a charge and lien upon the land as above provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties and in particular for the improvement, care, maintenance, and upkeep of any common areas as set forth in this Declaration, including any improvements or obligations to take care of common areas in such addition.

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Section 3. Basis and Maximum of Annual Assessments. If any assessment has been paid for the year while either a Class A or B member is an owner, a subsequent conveyance of the property for that particular year will not change until the 1st day of January of the following year, unless being prior notified by the Board of Directors in any increase of assessments. The assessments shall be on a pro-rata basis for the year in which they become due under the provisions herein if they fall on a date other than an anniversary date. All assessments shall be due no later than thirty (30) days after such Association dues begin under this paragraph. Subsequent full year assessments shall be due no later than thirty (30) days after the 1st day of January of any year. The initial maximum annual assessments shall be as follows:

Class A Member \$100 per year
 Class B Member \$-0-

From and after January 1 of the year following the date at which assessments begin being due pursuant to the preceding paragraph, the actual annual assessments may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

From and after January 1 of the year immediately following the date at which the assessments begin as heretofore set forth, the maximum annual assessment may be increased above ten (10%) percent provided, that any such increase as to any class shall have the assent of a majority of the members, of such class, pursuant to votes cast at a meeting duly called for this purpose, written notice of which, setting out the purpose of the meeting, shall be sent to all members not less than ten (10) nor more than forty (40) days in advance of the meeting. After consideration of current costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum herein provided.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common areas, including the necessary fixtures and personal property related thereto; provided, that any such assessment as to any class shall have the assent of at least sixty (60) percent of the members of such classes pursuant to votes cast at a meeting duly called for this purpose of the meeting, notice of which shall be sent

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to all members of such class not less than ten (10) or more than sixty (60) days in advance.

Section 5. Quorum for Meetings. At any meeting of the members of the Association, the presence at the meeting of members or written proxies entitled to cast a majority of all the votes of the membership shall constitute a quorum; provided, however, that if a quorum is not present at any meeting duly called, the members present, though less than a quorum, may give notice to all members as required herein for the transaction to be considered at an adjourned meeting, and at the adjourned meeting, a minimum of ten (10) members being present shall constitute a quorum.

Section 6. Commencement Date of Annual Assessments. The full annual assessments provided for herein shall commence at such time as each residence has an occupancy permit issued thereon. Provided however, if any builder has built a new home on any property and obtained an occupancy permit thereon, but has not yet sold the property to a new buyer, such assessments shall not be collected until such time as such residential unit has been sold, unless such builder keeps such property and rents the same for income producing purposes. Unless notification is made to any party within thirty (30) days before the first of January of any given year, the assessments for the preceding year shall stay the same. The Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. No charge may be made by the Board for the issuance of such certificates.

Section 7. Effect of Non-Payment of Assessments and Remedies of the Association. Any assessments which are not paid within thirty (30) days of being due, shall have added thereto a late penalty of Twenty-five Dollars (\$25.00) together with interest thereon from the due date of eighteen (18%) percent per annum, together with a reasonable attorneys fees and costs of collection thereon. The Association shall have the right to file an Assessment Lien on any such property, the same of which shall be a continuing lien on the property, and which shall bind such property in the hands of the then owner, his/her heirs, devisees, personal representatives, successors and assigns. The Association may bring an action at law against the owner to recover the amount for which he may become liable and/or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common areas or abandonment of his lot.

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Section 8. Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any real estate mortgage or mortgages filed of record prior to any past due assessments being due. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due subsequent of the filing of any such mortgage. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The following property subject to this Declaration, shall be exempt from the assessments:

- A. All properties dedicated to and accepted by a local public authority; and
- B. The common areas; and
- C. Any other common property or area for which the Association is responsible; and

ARTICLE VII

ACCOUNTING OF ASSOCIATION

Section 1. Accounting. The Treasurer of the Association shall furnish a copy of a balance sheet showing income and disbursements, and balance in the Association account, to all Association members at least once each calendar year.

ARTICLE VIII

PURPOSES AND BY-LAWS OF ASSOCIATION

Section 1. The purposes for which the Association is formed are hereinabove set forth as well as hereinafter described and shall be governed by the By-Laws, rules and regulations set forth herein or as hereinafter adopted by the Board of Directors of the Association.

Section 2. Meetings.

- A. Regular meeting. A regular meeting of the members shall be held by the Association between the 1st and the 15th day of January of each year.

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commencing with the year 2010, for the purpose of electing a Board of Directors and transacting such other business as may come before the meeting. A copy thereof shall be mailed to each member of the Association, at least ten (10) days prior to the time for holding such meeting.

B. Special meetings. Except where otherwise prescribed by law or elsewhere in this Declaration, a special meeting of the members may be called any time by the President, the Board of Directors, or by members of the Association having a total of ten (10) collective votes. Notice of each special meeting of the members shall be given. Such notice must state the time and place of the meeting, and the business to be transacted at the meeting. A copy thereof shall be mailed to each member of the Association, at least ten (10) days prior to the time for holding such meeting.

C. Place of meeting and quorum. All meetings shall be held within the addition. At such meetings, a majority of members being present in person or by proxy, shall constitute a quorum for all purposes, including the election of Directors, except when otherwise provided by law or these Covenants and Restrictions. If a majority of the members are not present for such meeting, a second meeting shall be held upon a ten (10) day notice to all parties, at which point those members present in person, or by proxy, shall constitute a quorum.

Section 3. Board of Directors and Officers.

A. Members of Board of Directors. The Association powers, business and property, both real and personal, shall be exercised, conducted and controlled by a Board of Directors composed of three (3) members.

B. Election of Directors. The Directors shall be elected annually at the regular meeting of the members of the Association, commencing with the filing of this document. No quorum shall be necessary for election of Directors. The Initial Directors shall be Sandy Houser, Brent Cook and Cindy Cook, and they shall initially hold that capacity until the 15th day of January, 2010, unless they otherwise resign or are removed from office.

C. Vacancies in the Board of Directors. Vacancies in the Board of Directors shall be filled by the other Directors in office and such persons shall hold office until the election of their successor by the members. Any Director who ceases to be a member or who violates any contract with this

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Association in particular, shall cease to be a member of the Board as soon as a majority of the Board passes a resolution to such effect.

D. Election of Officers. The Directors shall hold regular meetings for the election of a President, Vice-President and Secretary-Treasurer. A Director can also act in the capacity of an Officer of the Association.

E. Regular meeting of Directors. In addition to the special meetings mentioned, a regular meeting of the Board of Directors shall be held within the addition not less than once a year, beginning in 2010, and each year thereafter, immediately following the homeowner's meeting. Regular meetings of the Directors shall be given at least ten (10) days prior to the time set for the meeting, unless specifically waived, and such regular meetings shall be held immediately following the yearly membership meeting.

F. Special meetings of Directors. A special meeting of the Board of Directors shall be held whenever called by the President or by a majority of the Directors. Any and all business may be transacted at a special meeting. Each call for a special meeting shall be in writing, and signed by the person or persons making the same request. The request must be addressed and delivered to the Secretary, and shall state the time and place of such meeting. Special meetings of the Directors shall be given at least three (3) days prior to the time set for the meeting, unless specifically waived.

G. Quorum. Two Board Members shall constitute a quorum of the Board at all meetings and the affirmative vote of at least two Directors shall be necessary to pass any resolution or authorize any act of the Board.

H. Compensation. No member of the Board of Directors shall receive any compensation for their services as a member of the Board.

Section 4. Powers of Directors. The Directors shall have the following powers:

A. To call special meetings of the members when they deem it necessary, and they shall call a meeting at any time upon the collective written request of at least ten (10) of the members or lot owners of the Association;

B. To appoint and remove at pleasure, all Officers, Agents and employees of the Association, prescribe their duties, fix their compensation and require from them, if they desire, security for faithful service;

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C. To select one or more banks to act as depository of the funds of the Association and determine the manner of receiving, depositing and disbursing the funds in the form of checks and the person or persons by which they will be signed, with power to change such banks and the person or persons signing said checks and the form thereof at will, provided all withdrawals shall require the signature of not less than two (2) Officers of the Association;

D. To conduct, manage and control the affairs and business of the Association and to make Rules and Regulations for the guidance of the Officers and management of its affairs;

E. To control, maintain, manage and improve the common areas within the addition, and to enforce certain Owner's Certificate, Dedication and Reservations covering the property contained herein and to be recorded with the County Clerk of Oklahoma County, and for the enforcement of the maintenance, assessment and the collection thereof against all persons and property liable therefore, as specifically provided in the above mentioned Reservations, and this Declaration. Upon any violation by a lot owner of the above mentioned Covenants and Restrictions, or this Declaration, the Association shall serve a ten (10) day written notice upon the owner by certified mail advising them of the violation. Upon failure of the property owner to comply within such time period, the Association may proceed with injunctive or other relief as may be allowed by law.

Section 5. Duties of Board of Directors. It shall be the duties of the Board of Directors:

A. To keep a complete record of all its acts and of the proceedings of its meetings, and to present a full statement at the regular meetings of the members, showing in detail the condition of the affairs of the Association;

B. To determine the maintenance assessment or assessments, to collect the same, as well as enforce by legal proceedings, if necessary, the collection of the same against all persons or property liable therefore;

C. To control, maintain, manage and improve as determined reasonable and necessary for the preservation and upkeep, as well as the natural protection and convenience of all members of the Association, of the common areas within the addition covered by this Declaration;

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D. To do all other things necessary and incidental to the keeping and carrying out of the purposes, affairs and interest of the Association.

Section 6. Officers. The Officers of the Association shall be a President, Vice-President, and a Secretary-Treasurer, together with any other administrative Officers which the Board of Trustees may see fit in its discretion to provide for by resolution entered upon its minutes. The initial Officers shall be Brent Cook - President, Cindy Cook-Vice President, and Sandy Houser-Secretary/Treasurer, and they shall initial hold that capacity until the 15th day of January, 2010, unless they otherwise resign or are removed from office.

Section 7. The President. If at any time the President shall be unable to act, the Vice-President shall take his place and perform his duties, and if the Vice-President shall be unable to act, the Board shall appoint a Director to do so. The President or such Vice-President shall:

- A. Preside over all meetings of the members and Board of Directors;
- B. Sign, as President, on behalf of the Association, all contracts and instruments which have been first approved by the Board of Directors or the membership of the Association, as may be required by the Declaration and these By-Laws;
- C. Call the Directors together whenever he deems necessary, and shall have, subject to the advice of the Directors, discretion of the affairs of the Association and generally shall discharge other duties as may be required of him by these By-Laws or by the Board.

Section 8. Secretary-Treasurer. It shall be the duty of the Secretary-Treasurer:

- A. To keep record of the proceedings of the meetings of the Board of Directors and of the members;
- B. To affix his signature, together with any Association seal, if one is adopted by the Board of Directors, in attestation of all records, contracts, and other papers requiring such seal and/or attestation;
- C. To keep a proper membership book, showing the name and current addresses of each member of the Association, the number of votes of such member, the date of effective membership, cancellation or transfer;

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D. To keep a record of all assessment, the names and addresses of the persons liable therefore, as well as a description of the real property against which constitutes a lien and all payments thereof or made thereon;

E. To receive and deposit all funds of the Association, to be paid out only on checks drawn hereinbefore provided, and account for all receipts, disbursements and balance on hand;

F. To furnish a bond in such form and in such amount as the Board of Directors may from time to time require;

G. To discharge such other duties as pertains to his office or may be prescribed by the Board of Directors;

H. To mail all notices of meetings as required by the By-Laws.

ARTICLE IX

RIGHTS TO AMEND

Section 1. Amendments. Declarant, or a representative designated by them, hereby reserves and are granted the right and power to record a Special Amendment to the Declaration at any time and from time to time which amends this Declaration (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, furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the such parties to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence or 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 the first mortgage on such owner's lot.

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Section 2. This Declaration of Homeowners Association for The Gardens at Chisholm Creek Phase 1 Addition may be amended at any time upon an affirmative vote of three-fourths (3/4) of the voting membership. However, the voting membership shall be done under the voting procedure set forth herein using the voting rights set forth in Article IV herein, as to Class A and Class B members.

Section 1. Notices. Any notice required to be sent to any member or owner under the provisions of this declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of such mailing.

ARTICLE X

ENFORCEMENT OF COVENANTS AND RESTRICTIONS

Section 1. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and 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.

ARTICLE XI

SEVERABILITY

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE XII

ASSIGNMENT RIGHTS

Section 1. Right to Assign. Declarant may, by appropriate instrument, assign or convey to any person, organization or corporation, any or all of the rights, reservations, easements and privileges herein reserved by Declarant, and

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upon such assignment or conveyance being made, its assigns 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 or times.

IN WITNESS THEREOF the undersigned owner has caused this instrument to be executed and acknowledged as of the date of the hereinafter reflected acknowledgments.

LL Development, L.L.C., an Oklahoma
Limited Liability Company

By: [Signature]
Sandy Houser, Co-Manager

By: [Signature]
Brent Cook, Co-Manager

STATE OF OKLAHOMA)
COUNTY OF Canadian)

SS:

The foregoing instrument was acknowledged before me on this 16 day of November, 2009, by Sandy Houser, Co-Manager of LL Development, L.L.C., an Oklahoma Limited Liability Company, by and on behalf of said company.



[Signature]
Notary Public

My Commission Expires: 7/24/11

STATE OF OKLAHOMA)
COUNTY OF Canadian)

SS:

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The foregoing instrument was acknowledged before me on this 16 day
of November, 2009, by Brent Cook, Co-Manager of LL Development,
L.L.C., an Oklahoma Limited Liability Company, by and on behalf of said
company.

(SEAL)



My Commission Expires 7/24/2011

Melissa R. Bell
Notary Public