

Cover page for:

**Preliminary Title Insurance Schedules
(with copies of recorded exceptions, as
provided by the title company)**

Preliminary title insurance schedules prepared by:

Oklahoma Closing & Title Services, Inc.

Tract 15
(Payne County, Oklahoma)

For June 9, 2021 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Lane Homes, LLC

American Eagle Title Insurance Company

SCHEDULE A

1. Commitment Date: May 17, 2021 at 07:00 AM
2. Policy to be issued:
 - (a) ALTA Owner Policy (6-17-06)
Proposed Insured: TBD
Proposed Policy Amount: TBD
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Lane Homes, LLC
5. The Land is described as follows:
Lot Ten (10), in Block Thirteen (13), TWIN CREEK ADDITION to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof, also known as Unit No. 104, Cimarron Townhomes, a planned unit development.

American Eagle Title Insurance Company



By: _____
**Oklahoma Closing & Title Services, Inc., Angela J.
Whitehead #87109**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by American Eagle Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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American Eagle Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
6. Satisfactory proof of identity must be furnished with regard to the parties executing all documents.
7. Furnish an appropriate Underwriters form of Borrower/Seller Affidavit signed and acknowledged by both the Buyers and the Sellers and initialed in all required places.
8. Secure an accurate plat of survey by a registered land surveyor showing all easements, fences, setback lines, and encroachments, if any.
9. Before closing, have the records checked against the subject property and a court search obtained on the seller and the buyer or borrower (if refinance) of said property to insure nothing adverse has been filed of record.
10. Obtain final abstracting or a final title report for issuance of policy.
11. Obtain and furnish a letter from the City of Stillwater stating that there are no unpaid assessments due or delinquent.
12. You should satisfy yourself that the recorded easements do not adversely impact your proposed use of the premises.
13. Payment prior to the closing and proof thereof of any outstanding dues and/or assessments owing to the Homeowner's Association, which may be due.
14. Obtain prior to closing the Operating Agreement creating the Lane Homes, LLC; setting out which Manager is authorized to sign on behalf of said L.L.C.; and provide documentation from the Secretary of State that L.L.C. is in good standing.
15. Properly executed Warranty Deed from the current record owners to the new purchasers. NOTE: Limited liability companies must convey property and conduct business through a manager, who may or may not be a member, as revealed by the Articles on file with the Secretary of State, and the operating agreement, together with all amendments thereto.
16. If mortgage will be made then an exception of said mortgage will be made on the Owner's Title Policy.
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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Encroachments, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
8. Ad-Valorem taxes for 2021 and subsequent years, the amount of which is not ascertainable, due or payable.
9. Water rights, claims or title to water, whether or not shown by the public records.
10. Restrictive covenants recorded on November 10, 1971 in Book 190 Misc Page 161 and recorded on December 16, 1980 in Book 542 Page 614 appearing at Page 249 of abstract, which do not provide for forfeiture or reversion of title, but deleting any covenant condition, or restriction indicating a preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions, or restrictions

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SCHEDULE B
(Continued)

violate 42 USC, 3604 (c).

11. Building setback lines and easements across the subject property as shown on the subdivision plat, located at page 3 of Abstract and in Owner's Certificate and Dedication filed November 10, 1971 in Book 190 Misc Page 159 appearing at Page 95 of abstract.
12. Highway Easement in favor of the state of Oklahoma filed February 28, 1968 in Book 174 Misc Page 376 appearing at Page 78 of abstract.
13. Highway Easement in favor of the state of Oklahoma filed June 12, 1968 in book 175 Misc Page 522 appearing at Page 81 of abstract.
14. Sewer Easement in favor of the City of Stillwater, filed January 20, 1982 in Book 579 Page 994 appearing at Page 384 of abstract.
15. Drainage Easement in favor of the City of Stillwater filed August 25, 1998 in Book 1183 Page 783 appearing at Page 395 of abstract.

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FILED FOR RECORD NOV 10 1971 AT 4:10 P.M. JOHN HOWARD, CO. CLERK
6599

BOOK 190 Misc PAGE 161

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by MARTIN LOPER HOMES, INC., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Stillwater, County of Payne, State of Oklahoma, which is more particularly described as:

All of TWIN CREEK ADDITION to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, 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.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to TWIN CREEK HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee 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.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Book 190 Misc. page 161 (Cont'd).

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All of the portion of TWIN CREEK ADDITION to the City of Stillwater, Payne County, Oklahoma, which lies outside the perimeter boundaries of each individual numbered lot within said addition as designated on the recorded plat thereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to MARTIN LOPER HOMES, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II BOOK 190 Misc PAGE 162

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

Book 190 Misc. page 161 (Cont'd)

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless by instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(d) the right of individual owners to the exclusive use of parking spaces as provided in this article.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the regular use of two (2) automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign two (2) vehicle parking spaces for each dwelling.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

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

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Book 190 Misc. page 161 (Cont'd)

BOOK 190 Misc PAGE 163

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following event, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- (b) on April 1, 1974

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees 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 successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the properties.

Book 190 Misc. page 161 (Cont'd)

Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be _____ Dollars (\$) per Lot.

(a) From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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 only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, and street repair and maintenance; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting be held more than 60 days following the preceding meeting.

Book 190 Misc. page 161 (Cont'd)

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written Notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the current FHA interest rate. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters down spouts, exterior building surfaces, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful act or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Book 190 Misc. page 161 (Cont'd)

ARTICLE VII

INSURANCE

The owner or owners of each Lot shall purchase and maintain property, casualty and liability insurance on his Lot in such minimum coverage amounts as shall, from time to time, be set by the Board of Directors of the Association. Provided, however, any Lot owner may purchase insurance covering in amounts greater than the specified minimums if he so desires.

The Association shall be designated as a loss payee on each such policy under such terms and conditions as may, from time to time, be prescribed by the Board of Directors.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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.

Section 2. Severability. Invalidation of any one of those covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 9 day of NOVEMBER, 1971.

MARTIN LOPER HOMES, INC.

By Claudell Overton



Hermit Ferrill
SECRETARY

Book 190 Misc. page 161 (Cont'd)

STATE OF OKLAHOMA)
) ss:
COUNTY OF PAYNE)

~~BOOK 190 Misc PAGE 167~~

The foregoing instrument was acknowledged before me this
9 day of NOVEMBER, 1971, by CLAUDELL OVERTON, the
President of MARTIN LOPER HOMES, INC., incorporated in the
State of Oklahoma, on behalf of the corporation.

(SEAL)

W. M. ...
Notary Public

My Commission Expires:

4-25-73

BOOK 190 Miss PAGES 168
FILED FOR RECORD NOV 11 1971 AT 8:05 AM. JOHN HOWARD, CO. CLERK
ARTICLES OF INCORPORATION

6601

OF
TWIN CREEK HOMEOWNERS ASSOCIATION, INC.

FILED
NOV 9 1971
JOHN ROGERS
SECRETARY OF STATE

STATE OF OKLAHOMA)
) ss:
COUNTY OF CLEVELAND)

TO THE SECRETARY OF STATE OF THE STATE OF OKLAHOMA:

We, the undersigned incorporators,

HAROLD COX 107 E. Comanche
 Norman, Oklahoma

CLYDE EDINGTON 107 E. Comanche
 Norman, Oklahoma

H. L. HEIPLE 105 E. Comanche
 Norman, Oklahoma

being persons legally competent to enter into contracts, for the purpose of forming a non-profit corporation under the laws of the State of Oklahoma (18 O.S. Supp. 1970, Secs. 851 to 863), do adopt the following Articles of Incorporation:

ARTICLE I

The name of the corporation is: TWIN CREEK HOMEOWNERS ASSOCIATION, INC., ~~hereafter called the "Association."~~

Book 190 Misc. page 168 (Cont'd)

ARTICLE II

The address of its registered office in the State of Oklahoma is Suite 105, Comanche Building, Norman, Cleveland County, Oklahoma, and the name of its registered agent at such address is H. L. Heiple.

ARTICLE III

The duration of the corporation's existence is fifty (50) years.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not afford pecuniary gain or profit, incidentally or otherwise, to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and Common Area within that certain tract of property described as:

All of TWIN CREEK ADDITION to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof.

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the County Clerk of Payne County, Oklahoma, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

Book 190 Misc. page 168 (Cont'd)

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Oklahoma by law may now or hereafter have or exercise.

Book 190 Misc. page 168 (Cont'd)

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- or

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(b) On April 1, 1974.

~~BOOK 190 Misc PAGE 171~~

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association, but in no event shall be less than three (3). The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors, at the first annual meeting, are:

Claudell Overton	1705 Brandon Circle, Norman, Oklahoma 73069
Kermit Terrell	423 Hoppy's Road Stillwater, Oklahoma 74074
Melvin Terrell	423 Hoppy's Road Stillwater, Oklahoma 74074

At each annual meeting, the members shall elect three (3) directors for a term of one (1) year. A director shall continue to serve until his successor is elected and qualified.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

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ARTICLE IX

AMENDMENTS

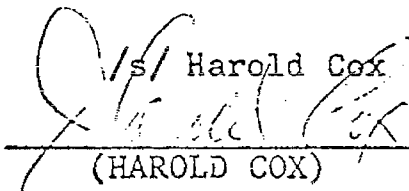
Amendment of these Articles shall require the assent of seventy-five per cent (75%) of the entire membership.

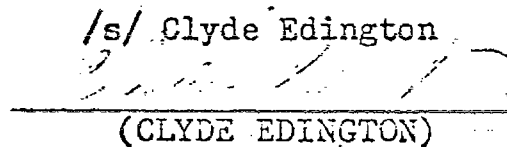
ARTICLE X

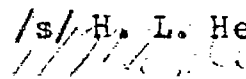
FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Oklahoma, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 8th day of November, 1971.

/s/ Harold Cox

(HAROLD COX)

/s/ Clyde Edington

(CLYDE EDINGTON)

/s/ H. L. Heiple

(H. L. HEIPLE)

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STATE OF OKLAHOMA)
) ss:
COUNTY OF CLEVELAND)

The foregoing Articles of Incorporation were acknowledged before me this 8th day of November, 1971, by Harold Cox, Clyde Edington, and H. L. Heiple.

(SEAL)

0 /s/ Jane O. Anthony
Notary Public

My Commission Expires:

July 8, 1974/1974

RECORDING DATA

Recorded in the office of the County Clerk, Payne County, Oklahoma.

Filed: December 16, 1980 at 8:08 A.,M.

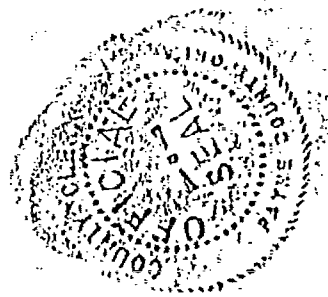
Dated:

Recorded: Book

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FILED FOR RECORD **DEC 16 1980** AT **8:08 AM** BOOK **542** PAGE **614**
Shirley Pender, County Clerk

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CIMARRON TOWNHOMES,
A PLANNED UNIT DEVELOPMENT



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DECLARATION OF
CONDITIONS, COVENANTS AND RESTRICTIONS
FOR
CIMARRON TOWNHOMES

A PLANNED UNIT DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CIMARRON TOWNHOMES REALTY, INC., hereafter referred to as the "Declarant," is the owner of certain land and improvements in Payne County, Oklahoma, which property is more fully described on the attached "Exhibit A," incorporated herein and made a part hereof for all purposes; and

WHEREAS, Declarant desires to submit the land and improvements constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, §§851-855, as amended).

NOW, THEREFORE, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the conditions, covenants, and restrictions herein set forth to be established upon the recording hereof, in accordance with and subject to the provisions of the Oklahoma Real Estate Development Act; and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land described on "Exhibit A" and shall be for the use and benefit of the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any portion thereof, its grantees, successors, heirs, personal representatives, devisees and assigns.

1. Definitions. Unless the context shall expressly provide otherwise:

- 1.1 "Association" means the Cimarron Townhomes Owners' Association, Inc., an Oklahoma corporation, its successors and assigns, the By-Laws of which shall

govern the administration of this planned unit development, the members of which shall be all of the owners of the units.

- 1.2 "Building" means one or more of the building improvements lying within the real estate described on Exhibit "A."
- 1.3 "Common Elements" means all portions of the planned unit development other than the units.
- 1.4 "Common Expenses" means and includes expenses for maintenance, replacement, repair, operation, improvements, management and administration, and expenses declared common expenses by the provisions of this Declaration and the By-Laws of the Association.
- 1.5 "Declarant" shall mean and refer to Cimarron Townhomes Realty, Inc., and successors and assigns.
- 1.6 "Owner" means a person or persons, firm, corporation, partnership, trust, association or other legal entity, or any combination thereof, who owns one or more units.
- 1.7 "Party Wall" shall mean the entire wall, including the foundations thereof, which is built as a part of the original improvements on a lot and is intended to be placed on the boundary line between adjoining lots.
- 1.8 "Person" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.
- 1.9 "Real Estate Development" or "Planned Unit Development" means the real estate described at "Exhibit "A,"" portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions, as provided for at 60 O.S. §851, as amended.
- 1.10 "Rules" shall mean the Rules and Regulations adopted by the Association as amended from time to time.

1.11 "Unit" means a portion of the planned unit development designated for separate ownership, the boundaries of which are the lot lines as shown on the recorded plat of the real estate described on Exhibit "A."

2. Property Rights.

2.1 Owner's Nonexclusive Easement of Enjoyment; Limitations. Every Owner and his immediate family shall have a nonexclusive right and easement of enjoyment in and to the Common Elements, which shall be appurtenant to and shall pass with the title to the lot of such Owner, subject to the following rights:

2.1.1 Association Rights to Use and To Grant Easements. The nonexclusive right and easement of the Association to make such use of the planned unit development as may be necessary or appropriate for the performance of the duties and functions which it is obligated or permitted to perform under this Declaration. The Association, in its sole discretion, may from time to time grant easements and rights of way on, across, under and over the Common Elements to any municipal corporation or public utility company, or other entity providing water, sewer, gas, electricity, telephone, cable television, or other similar service to the planned unit development.

2.1.2 Association Right To Make Rules. The right of the Association to make such reasonable Rules regarding the use of the Common Elements and facilities located thereon by members and other persons entitled to such use, including, but not limited to, the following:

2.1.2.1 Number of Guests. To limit the number of guests of Owners permitted to use any recreational facilities.

2.1.2.2 Admission. To fix reasonable admission or other fees for the use of any recreational facility by the guests of any Owner.

2.1.2.3 Voting and Use Rights Suspension. To suspend the voting rights and the right of an Owner to use the recreational facilities for any period during which any assessment against his Unit remains unpaid, and for a period not to exceed thirty (30) days for any infraction of the Rules.

2.1.3 Borrow Money. The right of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Elements and, in aid thereof, to mortgage said Common Elements, provided, however, any such mortgage shall provide that in the event of a default the mortgagee's rights thereunder as to any of such Common Elements shall be limited to a right, after taking possession thereof, and without changing the character thereof, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored.

2.1.4 Protect Property. The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and,

2.1.5 Other Reserved Rights. The rights reserved in this Declaration to Declarant, Owners, other persons and the Association.

2.2 Delegation of Use; Nonresident Owner. Any Owner may delegate his right of enjoyment of the Common Elements to the members of his family, to his tenants, to guests or to contract purchasers who may reside in the Unit. All such person shall be subject to the Rules concerning such use. Any Owner not residing in his Unit may not use the recreational facilities except as may be provided otherwise by the Rules.

2.3 Title to Common Elements. The Declarant may retain the legal title to the Common Elements or any part thereof until such time as the Declarant has completed improvements thereof and until such time as, in the opinion of the Declarant, the Association is able to maintain the same; but, notwithstanding any provisions herein, the Declarant hereby covenants for itself, its successors and assigns that it shall convey to the Association all of the Common Elements free and clear of all liens and encumbrances, not later than September 15, 1981.

3. Easements.

3.1 Unit Access Easement. Each Owner shall have a non-exclusive easement in, on and through the Common Elements for access to said Owner's Unit.

3.2 Blanket Easements for Utilities; For Police, Fire, Etc.; for Maintenance and Repair to Common Elements. There is hereby created a blanket easement in, on, through, upon, across, over and under all of the Common Elements for ingress and egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the electrical and/or telephone company providing service to erect and maintain the necessary poles and other necessary equipment on said Common Elements and to affix and maintain electrical and/or telephone wires, circuits, and conduits on, above, across and under the roof and exterior walls of the buildings upon the Common Elements. An easement is further granted to all police, fire protection and ambulance personnel,

and all similar persons to enter upon the Common Elements in the performance of their duties. Further, an easement is hereby granted to the Association to enter in, onto, above, across or under the Common Elements and any Unit to perform the duties of maintenance and repair to the Common Elements. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Common Elements except as approved

by Declarant or the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement, Declarant or the Association may grant such an easement to the Common Elements by a separate recorded instrument without conflicting with the terms hereof and without consent of the Owners being required. The easements provided for in this paragraph shall in no way affect any other recorded easement to said Common Elements.

- 3.3 Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be appurtenant to the Unit of that Owner, and all conveyance and instruments affecting title to a Unit shall be deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appears.

4. Use and Occupancy; Rights to Rent; Mortgagee Right to Rent. After the initial sale or transfer of a Unit or Units by Declarant, all such Units shall thereafter be used and occupied only for single family residence purposes by the Owner, by the Owner's family or the Owner's guests; provided, however, Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service; provided further, if any mortgagee forecloses on any Unit, said mortgagee shall have the right to rent said Unit upon such terms as it deems advisable until the Unit is sold; and provided further, any lease must be made subject to the covenants and restrictions contained in this Declaration and further subject to the By-Laws. In the event of such sale, the buyer shall be subject to the terms of this paragraph.

- 4.1 Declarant Right to Rent. Notwithstanding any of the foregoing, the right of Declarant to rent or lease Units until their initial transfer to an Owner is hereby specifically reserved.
- 4.2 Declarant Business Office; Model Units. Declarant and its employees, representatives, and agents may maintain a business and sales office, model Units, and other sales facilities necessary or required until all of the Units are sold.
- 4.3 Offensive or Noxious Use. The Owner of any Unit shall not use or allow the use of such Unit for any purpose which will be noxious, offensive or detrimental to the use of the other Units or which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority.

- 4.4 Mineral Drilling. No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons within the project shall be permitted.
- 4.5 Livestock. The keeping of any poultry, cattle, horses or other livestock of any kind or character is prohibited within the project.
- 4.6 Refuse Storage; Growth. The storage of trash, ashes, or other refuse, except in normal receptacles, is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain on Common Elements. No trash, ashes or other refuse may be thrown in any other Owner's Unit or in or on Common Elements.
- 4.7 Signs and Billboards; Declarant's Right. No signs or billboards shall be permitted on any Unit or Common Element without the prior written consent of the Association; provided, this prohibition shall not apply to the Declarant in the initial sale of such Unit.
- 4.8 Vehicle Parking and Storage. No trucks, campers, recreational vehicles, motor homes or large commercial vehicles, nor any vehicle in the process of being repaired or otherwise presently inoperable, shall be stored or parked on Common Elements within the project; the operation and parking of all vehicles on the project are subject to the By-Laws, and the rules and regulations of the Association.
- 4.9 View From Common Elements or Unit. All clotheslines or drying yards, garbage cans, equipment, coolers, or storage piles shall be located as not to be visible from the Common Elements or any other Unit within the project.
- 4.10 Tanks. No elevated tanks of any kind shall be erected, placed or permitted on any Unit or Common Elements.
- 4.11 Radio Transmitting Device. No radio transmitting device shall be allowed on any Unit with an exposed or exterior antenna placed or maintained on any Common Element, or on the roof of any Unit.
- 4.12 Activities Increasing Insurance Rate; Waste. Nothing shall be done on any Unit or in the Common Elements which will result in the increase of fire or casualty insurance premiums thereon or the cancellation of such insurance. No waste shall be committed on the Common Elements.

4.13 Temporary Structure. No trailer, tent or shack shall be erected, placed or permitted nor shall any structure of a temporary character be used at anytime as a residence without the prior written consent of the Association.

4.14 Nuisance Activity. No noxious or offensive activity shall be carried on nor shall anything be done therein which may be or become an annoyance or nuisance.

4.15 Household Pets; Care and Restraint; Limit on Number; Indemnification by Owners. No animal shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No more than one household pet may be kept without written permission of the Association. No pets may be permitted to run loose within the project and any Owner who causes any animal to be brought or kept within the project shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor.

5. Easements for Encroachments. If any portion of the Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist, regardless of whether such easement is shown on the recorded plat. If any portion of a Unit encroaches upon the Common Elements, or upon adjoining Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or on the Units.

6. Administration and Management; Mandatory Membership; Terminable Contracts. The administration and management of this project shall be governed by these Conditions, Covenants and Restrictions and the By-Laws of the Association, a copy of which is attached hereto as "Exhibit C" and incorporated herein by reference. An Owner of a Unit, upon becoming an Owner, shall mandatorily be a member of the Association and shall remain a member for the period of his ownership. The Association shall be governed by a Board of Directors as is provided in the By-Laws of the Association. The Association may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed compensation, but any agreement for professional management of the planned unit development by Declarant, or any other contract providing for services by Declarant or any lease to which Declarant or affiliate of Declarant is a party must provide for termination by either party without cause or payment of a

termination fee on ninety (90) days or less written notice and thirty (30) days with cause and a maximum contract term of three (3) years.

7. Records; Inspection by Owners and Mortgagees.

7.1 Retention. The Board of Directors shall keep or cause to be kept current certified copies of the recorded Declaration, By-Laws, and the books and records with detailed accounts of the receipts and expenditures affecting the project and its administration and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the regime. The records so kept shall be available for inspection by all Owners, lenders, and the holders, insurers, and guarantors of first mortgages at convenient hours on working days.

7.2 Auditing. All records shall be kept in accordance with accepted accounting procedures and shall be audited at least once a year by an auditor outside the Association. Owners and mortgagees shall be entitled to receive, upon request, audited financial statements of the Association.

8. Reservation for Access, Maintenance, Repair and Emergencies; Negligence of Owner. The Owners shall have the irrevocable right, to be exercised by the Board of Directors of the Association, or its agent, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements thereon or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units. Damage to the interior or any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements or as a result of emergency repairs within another Unit, at the instance of the Association, shall be a Common Expense of all of the Owners; provided, however, if such damage is the result of the misuse or negligence of a Unit Owner, then such Unit Owner shall be responsible and liable for all such damage. All maintenance, repairs and replacements as to the Common Elements, whether located inside or outside of Units (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged to such Unit Owner), shall be the Common Expense of all the Owners.

9. Owner's Maintenance Responsibility of Unit. For purposes of maintenance, repair, alteration and remodeling, an Owner shall be deemed to be responsible for the interior supporting, nonsupporting and party walls of a Unit, the materials (including, but not limited to, plaster, paneling, wallpaper, paint, and wall tile) making up the finished surfaces of the walls, and shall be responsible for the ceilings and the floors within the Unit. Although an Owner is responsible for the maintenance, repair, and replacement of the air conditioning compressor on the roof of his

Unit, an Owner shall not be deemed to be responsible for lines, pipes, wires, conduits or systems (which for brevity are herein and hereafter referred to as "utilities") which run through his Unit and which serve one or more other Units, nor shall an Owner be responsible for windows and Unit exterior doors. Further, an Owner shall maintain and keep in repair the appliances, lighting fixtures, plumbing fixtures, equipment and electrical wiring within the Unit. The Owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament, nor shall he make any changes to the individual patio or terrace, appurtenant to his Unit, nor shall he paint or otherwise alter the appearance of any portion of the exterior of a Unit, without written approval of the Association. An Owner shall also keep the appurtenances to his Unit in a clean and sanitary condition.

10. Association's Maintenance, Operation, Repair and Alterations Responsibility. The Association shall be responsible for the maintenance, operation and repair of the Common Elements, and for those portions of each Unit, including the exterior of the Unit and the platted lot, for which Unit Owners are not responsible, as described in the preceding paragraph.

11. Compliance with Provisions of Declaration, By-Laws and Rules and Regulations. Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws of the Association and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the

highest lawful rate, which action shall be maintainable by the Managing Agent or Board of Directors in the name of the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner.

12. Interim Control of Association. Until seventy-five percent (75%), (i.e., eighty [80]) of the Units have been sold and closed, or on September 15, 1981, whichever first occurs, the Declarant may appoint or elect the Board of Directors as provided in the By-Laws.

13. Revocation or Amendment to Declaration; Amendment of Undivided Interest in Common Elements; Declarant Unit Subdivision Right. This Declaration shall not be revoked unless all of the Owners and all of the holders of any recorded mortgage or lien covering or affecting any or all of the Units unanimously consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of eighty percent (80%), or more, of the Common Elements and eighty percent (80%) of the holders of any recorded first mortgage or lien covering or affecting any or all Units consent and agree to such amendment by instrument(s) duly recorded. Provided, however, the undivided

interest in the Common Elements shall not be altered except with the unanimous consent of all Unit Owners.

14. Assessment for Common Expenses.

14.1 Obligation to Pay Pro-rata Share. All Owners shall be obligated to pay the assessments, either estimated or actual, imposed by the Board of Directors of the Association to meet the Common Expenses. The pro-rata share of assessments shall be determined in accordance with the percentages set forth at "Exhibit B".

14.2 Assessment Due Date. Assessments for the estimated Common Expenses shall be due monthly in advance on the first day of each month. In the event the ownership of a Unit commences on a day other than the first day of a month, the assessment for that month shall be prorated.

14.3 Fixing Assessments; Adjustments. For the purpose of fixing and determining the annual assessments or

charges, the Board of Directors of the Association shall determine in advance for each calendar year the estimated aggregate amount of such assessments and charges as may be necessary for such year. The Board of Directors may from time to time during each year make reasonable adjustments in said estimated aggregate amount. The estimated aggregate amount for each year's expenses shall be pro rated among the Owners of the Units in accordance with "Exhibit B."

14.4 Special Assessments for Capital Improvements; Majority Assent; Notice. In addition to the annual assessments hereof, the Board of Directors may levy in any assessment 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 described capital improvement, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the majority assent of all of the Owners with interests in the Common Elements as established hereby, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least ten (10) days in advance, which shall set forth the purpose of the meeting.

14.5 Basis of Common Expenses; Increases. The assessments made for Common Expenses shall be based upon estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvement responsibility of the Association, which sum may include, but shall not be limited to, expenses of management; taxes and special assess-

ments until separately assessed; premiums for fire insurance with extended coverage and vandalism and malicious mischief with endorsements attached issued in the amount of the maximum replacement value of all Common Elements and all of the Units (including all fixtures; interior walls, floors and ceilings; doors, and other elements or materials comprising a part of the Units); casualty and public liability (the initial limits of which, subject to change by the Board of Directors, will be One Million Dollars

[\$1,000,000.00]) and other insurance premiums; landscaping and care of grounds; common lighting; repairs and renovations; removal of pollutants and trash collections; wages; utility charges; beautification and decoration; professional (including legal and accounting) fees; management fees; expenses and liabilities incurred by the Board of Directors on behalf of the Owners under or by reason of this Declaration and the By-Laws of the Association; any deficit arising or any deficit remaining from a previous period; the creation of reasonable contingency funds, reserves, working capital, and sinking funds as well as other costs and expenses relating to the Common Elements. In the event the cash requirement for Common Expenses exceeds the aggregate assessments made pursuant to this paragraph, the Board of Directors for the Association may from time to time and at any time increase, prorata, the monthly assessments set forth in this paragraph. The omission or failure of the Board of Directors to fix the assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay the same. Assessments shall be payable at the address determined by the Board of Directors.

- 14.6 Benefit of Assessment or Association Earnings. No part of the assessments or net earnings of the Association shall inure to the benefit of any Unit Owner or individual, except to the extent that Unit Owners receive the benefits from the maintenance, repair, operations, additions, alterations and improvement responsibility of the Association.

15. Owner's Personal Obligation for Payment of Assessments.

- 15.1 Non-Exemption from Payment; Board Responsibility to Collect; Interest, Costs, and Attorney Fees; Suit; Notice to Mortgagee. The amount of Common Expenses assessed against each Unit shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Elements or by abandonment of his Unit. The Board of Directors shall have the responsibility to take prompt action to

collect any unpaid assessment which remains unpaid more than fifteen (15) days from the due date for payment thereof. In the event of a default by an Owner in the payment of the assessment, such Owner shall be obligated to pay interest at the rate of fifteen percent (15%), or such higher rate (provided the same shall not be usurious) as the Board of Directors may from time to time determine, per annum on the amount of the assessment from due date thereof, together with all expenses, including attorney's fees, incurred to collect such assessment together with late charges as provided by the By-Laws of the Association. Suit to recover a money judgment for unpaid Common Expenses may be instigated in Oklahoma County, Oklahoma, and may be maintainable without foreclosing or waiving the lien securing same. Additionally, in the event that the mortgage on a Unit should so provide, a default in the payment of an assessment shall be a default in such mortgage and if required by the mortgagee by written notice to the Association, the Board of Directors shall give notice of any default in payment of an assessment to the mortgagee.

15.2 Unsold Unit Assessments. Declarant shall be responsible for payment of assessments for any unsold Units until the closing of the first sale thereof.

16. Assessment Lien; Priority; Notice of Lien; Recording; Enforcement; Receiver; Mortgagee may pay Assessment. All sums assessed but unpaid for the share of Common Expenses chargeable to any Unit shall constitute a lien on such Unit prior to all other liens except the following: (1) assessments, liens and charges for taxes past due and unpaid on the Unit, (2) judgments entered in a Court of Record prior to the date of Common Expense assessment, (3) mortgage instruments of encumbrance duly recorded prior to the date of such assessment, (4) mechanic's and materialmen's liens arising from labor performed or material furnished upon a Unit prior to the date of such assessment, and (5) mechanic's and materialmen's liens for labor performed or material furnished upon the Common Elements to the extent of the proportionate part chargeable to the Unit Owners which constitute a part of an assessable charge for Common Expenses satisfaction of which shall discharge the assessment to the extent of the payment made. To evidence such lien, the Board of Directors shall pre-

pare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by one of the Board of Directors or by one of the officers of the Association and shall be recorded in the office of the County Clerk of Payne County, Oklahoma. Such lien for the Common Expenses shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosure of the defaulting Owner's Unit subsequent to the recording of a notice or claim thereof by the Association in like manner as a mortgage on real property:

In any such proceedings the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien and, in the event of foreclosure proceedings, the additional costs, all expenses and attorney's fees incurred. The Owner of the Unit being foreclosed shall be required to pay to the Association the monthly assessment for the Unit during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a Unit may pay, but shall not be required to pay, any unpaid Common Expenses payable with respect to such Unit, and such payment shall not be deemed a waiver by the Association of default by the Unit Owner.

17. Assessments Collectible Upon Sale. Upon the sale or conveyance of a Unit, all unpaid assessments against the seller-Owner for his prorata share of the Common Expenses, including interest and costs and reasonable attorney's fees incurred in collection, shall be first paid out of the sales price or by the purchaser in preference of any other assessments or charges of whatever nature, except the following:

- 17.1 Assessments, liens and charges for taxes past due and unpaid on the Unit;
- 17.2 Judgments entered in a Court of Record prior to the date of Common Expense assessment;
- 17.3 Mortgage instruments of encumbrance duly recorded prior to the date of such assessments;
- 17.4 Mechanic's and materialmen's liens arising from labor performed or material furnished upon a Unit prior to the date of such assessment; and
- 17.5 Mechanic's and materialmen's liens for labor performed or material furnished upon the Common Elements to the extent of the proportionate part chargeable to the Unit Owners which constitute a part of an assessable charge for Common Expenses, the satisfaction of which shall discharge the assessment to the extent of the payment made.

In a voluntary conveyance of a Unit the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

18. Mortgaging a Unit; Priority; Mortgage Subject to Declaration; Mortgagee in Title-Unpaid Assessments. An Owner shall have the right from time to time to mortgage or encumber his Unit and the interests appurtenant thereto by deed of trust, mortgage or other instrument, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder who acquires a Unit through judicial foreclosure, public sale or other means shall be subject to the terms and conditions of this Declaration except as specifically excepted herefrom. Where the holder of a first mortgage of record or other purchaser obtains title to the Unit ownership estate as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, such acquirer of title shall not be liable for the share of the Common Expenses or assessments chargeable to such Unit which became due prior to acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Units including such acquirer, his successors and assigns.

19. Insurance.

19.1 Master Policy; Public Liability. The Association shall carry a blanket insurance policy in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost) from an insurance company qualified to do and conduct business in the State of Oklahoma and holding a rating of Best's Insurance Reports of Class VI or better, the limits of coverage of which insurance shall be reviewed annually by the Board of Directors, of fire, lightning, extended coverage, vandalism and malicious mischief, all risk, agreed amount and replacement cost covering the Common Elements and Units, and, if required by law, workmen's compensation insurance (all of which hereinafter referred to as the "Master Policy"), with respect to the project and the Association's administration thereof in accordance with the following. If there is a steam boiler in operation, there must be in force boiler explosion insurance evidenced by the standard form of boiler and machinery insurance policy and providing, as a minimum, Fifty Thousand Dollars (\$50,000.00) per accident per location. If the project is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards, a per building policy of flood insurance must be maintained in the amount of the aggregate of the outstanding principal balances of the mortgage loans on the Units affected or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less.

The Board of Directors shall also obtain and maintain, to the extent obtainable, public liability insurance in such limits as may from time to time be determined necessary, covering all of the Common Elements, in the planned unit development project.

Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association or other Unit Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects

similar in construction, location and use. Coverage shall be for at least One Million Dollars (\$1,000,000.00) per occurrence, for personal injury and/or property damage. The Association shall use its best efforts to see that the liability insurance carried by the Association shall contain cross-liability insurance endorsement, or appropriate provisions to cover liability of the Owners, individually and as a group, to another Owner.

Said master policy and the endorsements made a part thereof may provide for such deductibles from any amounts otherwise payable thereunder as the Association may determine, and shall also (i) provide that the insurer issuing said policy agrees to abide by the decision of the Association whether to repair, reconstruct or restore all or any damaged or destroyed portion of the Common Elements or the Units covered thereby, (ii) contain no "escape" or "other insurance" clause that would cause said policy to become void in whole or in part or cause any proceeds payable thereunder to be reduced, set off, apportioned, prorated or otherwise brought into contribution with or by reason of separate insurance contained by or for any Owner or his mortgagee, (iii) provide that only improvements made or installed by the Association shall affect the valuation of any Building or Improvement on the project for co-insurance purposes, (iv) provide for at least an annual insurance review which shall include an appraisal of all Buildings, improvements and personal property of the Association located on or within the project required to be insured hereby by a representative of the insurer issuing said master policy, (v) contain a waiver by said insurer of any and all rights of subrogation against any Owner, Declarant (and each member of its staff and its employees), the Association, its Board (and each member thereof), its officers (and each of them), the Manager and his staff, and the agents, representatives and employees of the Association, (vi) provide that said master policy cannot be cancelled, invalidated, suspended, substantially modified, terminated, avoided or expire in whole or in part by reason of any act, omission or breach of any covenant contained in this Declaration

by any Owner, Declarant, the Association, its Board, its officers, the Manager and his staff, or the agents, representatives, or employees of the Association without a prior written demand that the Association cure such breach, and that in no event shall said policy be invalidated, suspended, terminated, voided or expire for any reason without ten (10) days' prior written notice from the insurer to the Association, Declarant and to any Owner or mortgagee who shall have filed a written request with said insurer for such notice (vii) provide that the Board or its authorized agent or representative shall have the exclusive authority to adjust any and all losses covered by said policy, (viii) provide that the insurance obtained pursuant to this paragraph shall not be prejudiced by any act or neglect of any of the insureds when such act or neglect is not within the knowledge and control of the insureds collectively, (ix) provide that the insurance obtained pursuant to this paragraph shall not be prejudiced by failure of the insureds collectively to comply with any warranty or condition with regard to any portion of the premises over which the insureds collectively have no control, (x) provide that the insurance obtained pursuant to this paragraph shall not be prejudiced by reason of the vacancy or non-occupancy of any one or more Units within the project, provided that this Declaration (as the same may be amended from time to time) is in force and the project is operating as a condominium project, (xi) provide that all insurance proceeds under said master policy shall be payable to the Association as trustee to be held and expended as provided in this Declaration for the benefit of the Owners and their respective mortgagees as their interests may appear, and (xii) provide that the insurer shall issue certificates or memoranda of insurance to the Association, and upon request, to any Unit Owner, mortgagee, or beneficiary under a deed of trust.

- 19.2. Named Insured; Mortgagee Clause, Modification or Cancellation Notice. The master policy shall be purchased by the Association naming the Association as the insured, as attorney-in-fact or trustee (for all of the Owners), which policy or policies shall

provide that same cannot be cancelled or substantially modified until after ten (10) days' prior written notice is first given to the Association and each first mortgagee. All policies of hazard insurance must contain or have attached the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the mortgaged premises are located.

- 19.3 Fiduciary Liability Insurance. The Board of Directors shall also obtain and maintain, to the extent maintainable, professional and fiduciary liability

insurance coverage against dishonest acts on the part of directors, managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half (1 1/2) times the estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

19.4 Insurance for Unit Owners. Each Owner may obtain insurance at his own expense for his own benefit. Insurance coverage on all furnishings and decorations and other items of personal property belonging to an Owner and casualty and public liability insurance coverage within each Unit are specifically made the responsibility of the Owner thereof.

19.5 Other Perils. The Association may, in its sole discretion, elect to carry insurance to cover other perils.

19.6 Damage to or Destruction of Improvements.

19.6.1 Repair; Resolution Not to Proceed with Repair; Partition; Notice to Mortgagees Where Substantial Damage. Except as herein-after provided, damage to a Building shall be promptly repaired and restored by the Board

of Directors using the proceeds of insurance, if any, on the Building for that purpose, and the Unit Owners shall be liable for assessment for any deficiency; provided, however, if there is substantially total destruction of the property, and if seventy-five percent (75%) of the Unit Owners other than the Declarant duly resolve not to proceed with repair or restoration, then and in that event the property or so much thereof as shall remain, shall be subject to partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of insurance policies, if any, shall be considered as one fund and shall be divided among all the Unit Owners in proportion to their respective undivided ownership of the Common Elements, after first paying off, out of the respective shares of Unit Owners, to the extent sufficient for that purpose, all liens on the Unit of each Unit Owner. First mortgagees will be given immediate notice of any substantial damage or loss to, or taking of, the Common Elements of

the project if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00) or damage to a Unit covered by a mortgage purchased in whole or in part by the Federal Home Loan Mortgage Corporation exceeds One Thousand Dollars (\$1,000.00).

- 19.6.2 Bids From Contractors; Costs in Hand; Board Obligation in Reconstruction; Compliance with Original Plans. The Board shall obtain bids (setting forth in detail the work to be repaired to restore the area to the same condition that existed prior to the damage and the itemized cost for such work) from at least two (2) reputable contractors and shall award reconstruction work to the lowest bidder, at their discretion; provided, however, that the Board shall not be required or authorized to award such contract until it has sufficient monies, whether from insurance or the collection of special assessments levied in accordance with this Article with which to pay the cost of reconstruction as reflected by the bid to be accepted by the Board. The Board, upon awarding said contract, shall thereafter be authorized to disburse monies to the contractor in accordance with said contract out of the insurance proceeds held by the Board and the special assessments levied and collected by the Board in accordance with this Article. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of such reconstruction at the earliest possible date. All such reconstruction shall be in accordance with the original Plans of construction of the project.

- 19.6.3 Distribution of Proceeds; Priority Rights of First Mortgagees. Nothing contained herein or in any of the planned unit development documents shall give a Unit Owner or any other party priority over any rights of first mortgagees of Units in the case of a distribution of insurance proceeds.

20. Eminent Domain.

- 20.1 Acquisition of All or Substantially All of a Unit. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Unit Owner for his Unit and its Common Element interest, whether or not any Common Element interest is acquired. Upon acquisition, unless the decree otherwise provides,

that Unit's entire Common Element interest, votes in the Association, and Common Expense liability are automatically reallocated to the remaining Units in proportion to the respective interests, votes, and liabilities of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection is thereafter a Common Element.

20.2 Acquisition of Part of a Unit. Except as provided in 20.1, if part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in value of the Unit and its Common Element interest. Upon acquisition, (1) that Unit's Common Element interest, votes in the Association, and Common Expense liability are reduced in proportion to the reduction in the size of the Unit, or on any other basis specified in the Declaration, and (2) the portion of Common Element interest, votes, and Common Expense liability divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective interests, votes, and liabilities of those Units before the taking with the partially acquired Unit participating in the reallocation on the basis of its reduced interests, votes, and liabilities.

20.3 Acquisition of Part of Common Elements. If part of the Common Elements is acquired by eminent domain, the award must be paid to the Association. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective Common Element interests before the taking.

21. Registration of Mailing Address of Unit Owners; Association Address; Service Agent. Each Owner shall register his mailing address with the Association, and notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or to the Association shall be sent certified mail, postage prepaid, to 880C First National Center, Oklahoma City, Oklahoma 73102, Attention: Warren E. Jones, or at such other address of which the Board may be furnished from time to time or served in person upon the service agent of the Association, Warren E. Jones, Suite 880C, First National Center, Oklahoma City, Oklahoma 73102.

22. Mortgagee's Rights.

22.1 Notice and Documents to Mortgagee. Each holder of a first mortgage on any Unit shall, upon written

request by such holder to the Board of Directors of the Association, receive any of the following:

- 22.1.1 Copies of budgets, notices of assessments, insurance certificates, or any other notices or statements provided under this Declaration by the Association to the Owner of the Unit covered by the mortgage;
 - 22.1.2 Any audited or unaudited financial statements of the Association within ninety (90) days following the end of any fiscal year, which are prepared for the Association and distributed to the Owners;
 - 22.1.3 Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;
 - 22.1.4 Notice of the decision of the Owners or the Association to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Association;
 - 22.1.5 Notice of substantial damage to or destruction of any Unit or any part of the Common Elements;
 - 22.1.6 Notice of commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Areas; and
 - 22.1.7 Notice of any default of the holder's Owner which is not cured by the Owner within sixty (60) days after the giving of notice by the Association to the Owner of the existence of the default.
- 22.2. Form of Request. The request of a holder shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association. Failure of the Association to provide any of the foregoing to a holder who has made proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Association need not inquire into the validity of any request made by a holder hereunder and in the event of multiple requests from purported holders of the same Unit, the Association shall honor the most recent request received.
- 22.3 Protection of Lien of Mortgage. No violation or breach of or failure to comply with any provision of this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any mortgage taken in good faith and for value and perfected by recording in the

appropriate office, prior to the time of recording in said office of an instrument describing the Unit and listing the name or names of the Owner or Owners thereof and giving notice of such violation, breach, or failure to comply. However, any purchaser on foreclosure or person accepting a deed in lieu thereof shall take subject to this Declaration.

22.4 Mortgagee Voluntary Payment. First mortgagees of Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

22.5 Mortgagee's Rights. The prior written approval of all holders of first mortgages on the Units will be required for any of the following:

22.5.1 An amendment to the Declaration which (i) changes the method of determining the obligations, assessments, dues or other charges which may be levied against a Unit Owner, or (ii) amends this section, or any other provision which specifically grants rights to mortgagees hereunder;

22.5.2 The abandonment, alienation, partition, subdivision, release, transfer, hypothecation or other encumbrance of the Common Elements, except that the consent of mortgagees shall not be required for action by the Association to (i) grant easements for utilities and similar or related purposes, or (ii) to lease or grant licenses;

22.5.3 The abandonment of the development or the removal of any part or all of the properties from the provisions of this Declaration;

22.5.4 The effectuation of any decision by the Association to terminate professional management and to assume self-management of the Common Elements;

22.5.5 By act or omission, the waiver or abandonment of the scheme of regulations of architectural control or the enforcement thereof pertaining to the architectural design or the exterior appearance of Units, the exterior maintenance of Units and the common property, the maintenance of the common property party walks or common fences and driveways, or the upkeep of lawns and plantings; and

22.5.6 The failure to maintain fire and extended coverage insurance on the Common Elements on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost) or any decision not to use the proceeds of such insurance to repair, rebuild, replace, or reconstruct the Common Elements all as provided herein.

23. Period of Ownership. The planned ownership estate created by this Declaration shall continue until this Declaration is revoked in the manner as is provided for in this Declaration.

24. General Reservations. Declarant reserves the right to establish within the Common Elements future easements, reservations, exceptions and exclusions consistent with the ownership of the project and for the best interests of the Unit Owners and the Association in order to serve the entire project.

25. Waiver Clause. Except as to the payment of assessments, the Association shall have the power to grant to any Owner a waiver, variance, or exception of and from any of the provisions of this Declaration, upon approval of a three-fourths (3/4) majority of the votes entitled to be cast by the members of the Association at the annual meeting of the Association or at any special meeting called for this purpose.

26. Right of First Refusal; First Mortgagees. In the event a Unit Owner desires to sell, lease or rent his Unit, he shall, prior to accepting any offer to purchase, lease or rent, give to the Association President or Vice President written notice of the terms and amount of such offer, including the name, address and current financial statement of the offeror, and other reasonable credit information required by the Association. If, within five (5) days after service of such notice, the Association or any individual member of the Association submits to said Unit Owner an identical firm and binding offer in writing to purchase, lease or rent, said Unit Owner shall accept the latter offer in preference to the original offer described in said notice, and in the event the Unit Owner receives more than one offer from the Association and/or members of the Association, he may select any one of said offers which he will accept in preference to the original offer.

If no identical offer is submitted to the Unit Owner within said five (5) day period, the Unit Owner may accept the original offer and the officers of the Association shall, upon request of said Unit Owner, execute any documents required by him, stating that he has complied with the provisions of this section of the Declaration, which shall be conclusive evidence of the truth of the facts therein recited.

The provisions of this section shall be continuing in nature and shall apply from time to time and to each and every offer received by any Unit Owner.

The provisions of this section shall not apply to or be enforceable by the Association or any person:

- a. with respect to the original sale of any Unit;
- b. with respect to the transfer of title by reason of a gift of same to a member of the family of the Unit Owner; or
- c. with respect to any mortgage foreclosure sale;
- d. with respect to any first mortgagee who obtains title to the Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, but shall be binding and enforceable upon the successors in title by the occurrence of any of said events.

Such option to purchase shall be subject and subordinate to any mortgage, and the right of the mortgagee thereunder now or hereafter affecting any such Unit, including mortgages placed upon such Unit subsequent hereto.

27. Party Walls.

27.1 Ownership of Party Wall; Reciprocal Easement. The Owner shall possess, in fee simple, that portion of the party wall lying within the platted lot on which his Unit sits. Each Owner having a party wall is hereby granted a mutual reciprocal easement for repair or replacement of said party wall. No Owner shall commit or omit any act, the result of which is an infringement of the adjoining Unit Owner's rights in the party wall absent written agreement between such Owners. In the event that any portion of any structure, including any party wall, shall protrude over an adjoining Unit, such structure shall not be deemed to be an encroachment upon the adjoining Unit nor shall any action be maintained for the removal of or for damage because of such protrusion. It shall be deemed that said Owner has granted perpetual easements to the adjoining Owner for continuing maintenance and use of any such protrusion. The foregoing shall apply to any replacements of any party wall if the same are constructed substantially in conformity with the original party wall constructed by the Declarant.

27.2 Destruction. If a party wall is destroyed or damaged by any casualty, the Owners of Units abutting such party wall shall jointly restore it substantially to its original form, and they shall contribute equally to the cost of restoration thereof without prejudice, however, to the right of any such Owner to call for a larger contribution from the other Owner under any rules of law regarding liability for negligent or willful acts or omissions. Destruction or damage to any party wall shall not cause the termination of any rights of any of the adjoining Owners thereto, and such Owners will retain those rights herein set forth concerning any reconstruction or replacement of a

party wall. Owners of Units abutting such a party wall are obligated hereby to restore it in its substantially original condition. Notwithstanding any other provisions of this section, an Owner who by his negligent or willful act causes the party wall to be damaged shall bear the whole cost of repairing such damage and shall diligently prosecute all such repairs and reconstruction. If such Owner shall fail to do so, then any other Owner of a Unit abutting such party wall may do so at the sole cost and expense of the Owner causing such damage. The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors in title.

28. General.

- 28.1 Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.
- 28.2 Failure to Enforce Not Waiver. No provision contained in this Declaration or the By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.
- 28.3 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration or exhibits nor the intent of any provision hereof.
- 28.4 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.
- 28.5 Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the project and shall inure to the benefit of and be enforceable by the Association or any member, their respective legal representatives, heirs, successors and assigns.
- 28.6 Declarant Easement. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights reserved herein.

28.7 Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. The Association, or any Owner or Declarant, so long as Declarant has a record interest in the covered property, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation; provided, however, with respect to assessment liens and Association Rules, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any member to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association or any Owner shall also have the right to enforce by proceedings at law or in

equity the provisions of the Articles of this Declaration or the By-Laws and any amendments thereto. A first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the individual Unit Borrower of any obligation under the planned unit development documents which is not cured within sixty (60) days.

28.8 Attorneys Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a special assessment with respect to the Unit involved in the action.

28.9 Special Amendment. Declarant hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration (i) 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 Administration, 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 (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Units. In furtherance of the foregoing, a power coupled with an

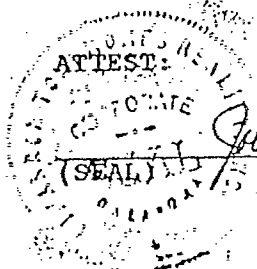
interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the

Declarant to make, execute, and record special amendments. No special amendment made by Declarant shall affect or impair the lien of any first mortgage upon a Unit or any warranties made by an Owner or 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 Unit.

IN WITNESS WHEREOF, the undersigned have executed these presents the 8th day of December, 1980.

CIMARRON TOWNHOMES BEALTY, INC.,
an Oklahoma corporation

By [Signature] President



[Signature]
Secretary

TO 1948 CA (8-74)
(Corporation)



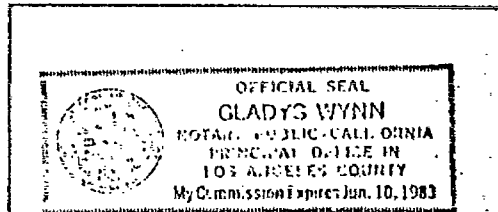
STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.

On December 8, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN KOSMIERSKY and JOHN G. BAKER known to me to be the President and

HE Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature [Signature]



(This area for official notarial seal)

↑ STAPLE HERE ↓

EXHIBIT "A"

TWIN CREEK ADDITION, Stillwater, Oklahoma, according to the recorded plat thereof.

EXHIBIT "B"

Each unit shall share in all assessments, whether regular or special, as set forth below.

<u>Unit</u>	<u>Lot and Block</u>	<u>Ownership and Assessment Share</u>
1	Lot 1, Block 1	.9434%
2	Lot 2, Block 1	.9434%
3	Lot 3, Block 1	.9434%
4	Lot 4, Block 1	.9434%
5	Lot 5, Block 1	.9434%
6	Lot 6, Block 1	.9434%
7	Lot 7, Block 1	.9434%
8	Lot 8, Block 1	.9434%
9	Lot 6, Block 2	.9434%
10	Lot 5, Block 2	.9434%
11	Lot 4, Block 2	.9434%
12	Lot 3, Block 2	.9434%
13	Lot 2, Block 2	.9434%
14	Lot 1, Block 2	.9434%
15	Lot 1, Block 3	.9434%
16	Lot 2, Block 3	.9434%
17	Lot 3, Block 3	.9434%
18	Lot 4, Block 3	.9434%
19	Lot 5, Block 3	.9434%
20	Lot 6, Block 3	.9434%
21	Lot 7, Block 3	.9434%
22	Lot 8, Block 3	.9434%
23	Lot 9, Block 3	.9434%
24	Lot 10, Block 3	.9434%
25	Lot 10, Block 4	.9434%
26	Lot 9, Block 4	.9434%
27	Lot 8, Block 4	.9434%
28	Lot 7, Block 4	.9434%
29	Lot 6, Block 4	.9434%
30	Lot 5, Block 4	.9434%
31	Lot 4, Block 4	.9434%
32	Lot 3, Block 4	.9434%

EXHIBIT "B" (CONTINUED)

<u>Unit</u>	<u>Lot and Block</u>	<u>Ownership and Assessment Share</u>
33	Lot 2, Block 4	.9434%
34	Lot 1, Block 4	.9434%
35	Lot 8, Block 5	.9434%
36	Lot 7, Block 5	.9434%
37	Lot 6, Block 5	.9434%
38	Lot 5, Block 5	.9434%
39	Lot 4, Block 5	.9434%
40	Lot 3, Block 5	.9434%
41	Lot 2, Block 5	.9434%
42	Lot 1, Block 5	.9434%
43	Lot 6, Block 6	.9434%
44	Lot 5, Block 6	.9434%
45	Lot 4, Block 6	.9434%
46	Lot 3, Block 6	.9434%
47	Lot 2, Block 6	.9434%
48	Lot 1, Block 6	.9434%
49	Lot 1, Block 7	.9434%
50	Lot 2, Block 7	.9434%
51	Lot 3, Block 7	.9434%
52	Lot 4, Block 7	.9434%
53	Lot 5, Block 7	.9434%
54	Lot 6, Block 7	.9434%
55	Lot 7, Block 7	.9434%
56	Lot 8, Block 7	.9434%
57	Lot 8, Block 8	.9434%
58	Lot 7, Block 8	.9434%
59	Lot 6, Block 8	.9434%
60	Lot 5, Block 8	.9434%
61	Lot 4, Block 8	.9434%
62	Lot 3, Block 8	.9434%
63	Lot 2, Block 8	.9434%
64	Lot 1, Block 8	.9434%
65	Lot 1, Block 9	.9434%
66	Lot 2, Block 9	.9434%

EXHIBIT "B" (CONTINUED)

<u>Unit</u>	<u>Lot and Block</u>	<u>Ownership and Assessment Share</u>
67	Lot 3, Block 9	.9434%
68	Lot 4, Block 9	.9434%
69	Lot 5, Block 9	.9434%
70	Lot 6, Block 9	.9434%
71	Lot 7, Block 9	.9434%
72	Lot 8, Block 9	.9434%
73	Lot 1, Block 10	.9434%
74	Lot 2, Block 10	.9434%
75	Lot 3, Block 10	.9434%
76	Lot 4, Block 10	.9434%
77	Lot 8, Block 11	.9434%
78	Lot 7, Block 11	.9434%
79	Lot 6, Block 11	.9434%
80	Lot 5, Block 11	.9434%
81	Lot 4, Block 11	.9434%
82	Lot 3, Block 11	.9434%
83	Lot 2, Block 11	.9434%
84	Lot 1, Block 11	.9434%
85	Lot 1, Block 12	.9434%
86	Lot 2, Block 12	.9434%
87	Lot 3, Block 12	.9434%
88	Lot 4, Block 12	.9434%
89	Lot 5, Block 12	.9434%
90	Lot 6, Block 12	.9434%
91	Lot 7, Block 12	.9434%
92	Lot 8, Block 12	.9434%
93	Lot 9, Block 12	.9434%
94	Lot 10, Block 12	.9434%
95	Lot 1, Block 13	.9434%
96	Lot 2, Block 13	.9434%
97	Lot 3, Block 13	.9434%
98	Lot 4, Block 13	.9434%
99	Lot 5, Block 13	.9434%
100	Lot 6, Block 13	.9434%
101	Lot 7, Block 13	.9434%
102	Lot 8, Block 13	.9434%
103	Lot 9, Block 13	.9434%
104	Lot 10, Block 13	.9434%
105	Lot 11, Block 13	.9434%
106	Lot 12, Block 13	.9430%
		100.0000%

"EXHIBIT C"

BY-LAWS
OF
CIMARRON TOWNHOMES OWNERS' ASSOCIATION, INC.

The name of the organization shall be Cimarron Townhomes Owners' Association, Inc.

ARTICLE 1

PURPOSE AND PARTIES

1.1 Governance of Planned Unit Development Regime. The purpose for which this non-profit corporation is formed is to govern the planned unit development project known as Cimarron Townhomes, hereinafter referred to as "Project", situated in the County of Payne, State of Oklahoma, which property is described in the Declaration of Conditions, Covenants and Restrictions ("Declaration") of Cimarron Townhomes, a planned unit development, and which property has been submitted to the regime created by the recording of the Declaration and the exhibits thereto, including a true and correct copy hereof. All definitions contained in said Declaration shall apply hereto and are incorporated herein by reference.

1.2 Owners Subject to These By-Laws; Acceptance of By-Laws. All present or future Owners, tenants, future tenants of any Unit, or any other person who might use in any manner the facilities of the Project are subject to the provisions and any regulations set forth in these By-Laws. The mere acquisition, lease or rental of any Unit or the mere act of occupancy of a Unit will signify that these By-Laws are accepted, approved, ratified, and will be complied with in all respects.

ARTICLE 2

MEMBERSHIP, VOTING, MAJORITY OF
CO-OWNERS ("Owners"), QUORUM, PROXIES

2.1 Membership. Except as is otherwise provided in these By-Laws, ownership of a Unit is required in order to qualify for membership in this Association. Any person on becoming an Owner of a Unit shall mandatorily and automatically become a member of this Association and be subject to the By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with this Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the Owners have, either through the Board of Directors of the Association or directly, against such former Owner and member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.

2.2 Voting. Voting shall be on a percentage basis and the percentage of the vote to which the Owner is entitled is the percentage assigned to the Unit or Units in the Declaration at Exhibit "B."

2.3 "Majority of Unit Owners" means the Owners of more than fifty percent (50%) of the aggregate interest in the Common Elements as established by the Declaration. Any specified percentage of Unit Owners means such percentage in the aggregate of such undivided ownership.

2.4 Quorum for Owners' Meetings. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Owners representing twenty percent (20%) of the Common Elements shall constitute a quorum. In the event a quorum is not present, then the meeting called shall be adjourned, and notice of a new meeting for the same purposes within two (2) to four (4) weeks shall be sent by mail, at which meeting the number of Owners represented in person or by proxy shall be sufficient to constitute a quorum. An affirmative vote of a majority of the Unit Owners either in person or by proxy shall be required to transact the business of the meeting.

2.5 Proxies. Votes may be cast in person or by written proxy. Proxies must be filed with the Secretary or Assistant Secretary of the Association before the appointed time of each meeting.

ARTICLE 3

ADMINISTRATION

3.1 Association Responsibilities. The Cimarron Townhomes Owners' Association, Inc., an Oklahoma corporation, hereinafter referred to as "Association", will have the responsibility of administering the Project through a Board of Directors.

3.2 Place of Meeting. Meetings of the Association shall be held at such suitable place, convenient to the Owners, as the Board of Directors may determine.

3.3 Annual Meetings. The first annual meeting of the Association shall be held not later than sixty (60) days after seventy-five percent (75%) of the Units are sold and closed or September 15, 1981, whichever first occurs. Thereafter, the annual meetings of the Association shall be held on the first Monday in the month of September of each succeeding year. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Paragraph 4.5 of these By-Laws. The Owners may also transact such other business of the Association as may properly come before them.

3.4 Special Meetings. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by a majority in voting interest of the Owners and having been presented to the Secretary or Assistant Secretary of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting unless by consent of two-thirds (2/3), in interest, of the Owners present, either in person or by proxy. Any such meetings shall be held after the first annual meeting and shall be held within thirty (30) days after receipt by the President of such resolution or petition.

3.5 Notice of Meetings. It shall be the duty of the Secretary or Assistant Secretary of the Association to mail a notice of each meeting, stating the purpose thereof, the items on the agenda, including the general nature of any proposed amendment to the Declaration or By-Laws, as well as the time and place it is to be held, to each Owner of record and to first mortgagees of record which shall be entitled to send a representative to attend such meeting, at least ten (10) days, but not more than thirty (30) days, prior to such meeting. The mailing of notice in the manner provided in this paragraph shall be considered notice served.

3.6 Adjourned Meetings. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting, from time to time, until a quorum is obtained; however, the place of the meeting must remain as stated in the notice.

3.7 Order of Business. The order of business at all meetings of the Owners shall be as follows:

- (a) Roll call and certifying proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors, as applicable;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

ARTICLE 4

BOARD OF DIRECTORS

4.1 Number, Qualification and Appointment or Election. Until the first annual meeting of the Association, the affairs of the Association shall be governed by a Board of Directors consisting of from three (3) to five (5) persons appointed by Declarant. At such first meeting, there shall be elected any three (3) to five (5) members of the Association to the Board of Directors, a majority of whom must be Unit Owners and who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified.

4.2 General Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class Project. The Board of Directors may do all such acts and things except as prohibited by law or by these By-Laws or by the Declaration.

4.3 Other Powers and Duties. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the Owners of the Project:

- 4.3.1 Administration. To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration submitting the property to the provisions of the Real Estate Development Act of the State of Oklahoma, the By-Laws of the Association and supplements and amendments thereto.
- 4.3.2 Rules. To establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, use and occupancy of the Project with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each Owner within five (5) days following the adoption thereof.
- 4.3.3 Maintenance of Common Elements. To keep in good order, condition and repair all of the Common Elements and all items of common personal property used by the Owners in the enjoyment of the entire premises.
- 4.3.4 Insurance. To insure and keep insured all of the insurable Common Elements of the property and Units in an amount equal to their maximum replacement value as is provided in the Declaration. To insure and keep insured all of the common fixtures, equipment and personal property for the benefit of the Owners of the Units and their mortgagees. Further, to obtain and maintain comprehensive liability insurance

coverage for at least One Million Dollars (\$1,000,000.00) per occurrence, for personal injury and/or property damage.

- 4.3.5 Budget; Determination of Assessments; Increase or Decrease Same; Levy of Special Assessments. To prepare a budget for the Project, at least annually, determine the amount of common charges payable by the Owners to meet the Common Expenses of the Project, and allocate and assess such common charges among the Owners according to their respective common ownership interests in and to the Common Elements, and by a majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments, and remit or return any excess of assessments over expenses, working capital, sinking funds, reserve for deferred maintenance and for replacement to the Owners at the end of each operating year. To levy and collect special assessments, whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies.
- 4.3.6 Enforcement of Assessment Lien Rights. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner who may be in default as is provided for in the Declaration and these By-Laws. To collect interest at the rate of fifteen percent (15%) per annum in connection with assessments remaining unpaid more than fifteen (15) days from due date for payment thereof, together with all expenses, including attorney's fees incurred.
- 4.3.7 Protect and Defend. To protect and defend the entire premises from loss and damage by suit or otherwise.
- 4.3.8 Borrow Funds. To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these By-Laws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary. Such indebtedness shall be the several obligations of all of the Owners in the same proportion as their interest in the Common Elements.
- 4.3.9 Contract. To enter into contracts within the scope of their duties and powers.
- 4.3.10 Bank Account. To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.

- 4.3.11 Manage. To make repairs, additions, alterations and improvements to the Common Elements consistent with managing the Project in a first class manner and consistent with the best interests of the Unit Owners.
- 4.3.12 Books and Records. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by each of the Owners and each first mortgagee, and to cause a complete audit of the books and accounts by auditors once a year.
- 4.3.13 Annual Statement. To prepare and deliver annually to each Owner a statement showing receipts, expenses, and disbursements since the last such statement.
- 4.3.14 Meetings. To meet at least once each quarter; provided, that any Board of Directors meeting may be attended and conducted by telephone or other device which permits all of the Directors in attendance to participate in such meeting, and provided further that any action required to be taken at any meeting of the Board of Directors, or any action which may be taken at such meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Board.
- 4.3.15 Personnel. To designate, employ and dismiss the personnel necessary for the maintenance and operation of the Common Elements or other administration of the Project.
- 4.3.16 Administration of Association. In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the governing and the operation of this Project.
- 4.3.17 Managing Agent. To employ for the Association a management agent (Managing Agent) who shall have and exercise all of the powers granted to the Board of Directors by the Declaration and By-Laws except for the powers of attorney-in-fact set forth in the Declaration.
- 4.3.18 Ownership of Units. To own, convey, encumber, lease or otherwise deal with Units conveyed to it as the result of enforcement of the lien for Common Expenses or otherwise.
- 4.3.19 All Things Necessary and Proper. To do all things necessary and proper for the sound and efficient management of the Project.

4.3.20 Tax Exempt Status. To determine each year the advisability of election of tax exempt status under Section 528 of the Internal Revenue Code of 1954 as amended and the regulations enacted thereunder, and to file in a timely manner all appropriate returns, elections, and other documents that may be required to implement that determination.

4.4 No Waiver of Rights. The omission or failure of the Association or any Owner to enforce the covenants, conditions, restrictions, easements, use limitations, obligations or other provisions of the Declaration, the By-Laws or the regulations and house rules adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board of Directors or the Managing Agent shall have the right to enforce the same thereafter.

4.5 Election and Term of Office; Staggered Office. At the first annual meeting of the Association the term of office of two Directors shall be fixed at two (2) years; and the term of office of the remaining Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of one (1) year. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided.

4.6 Vacancies in Board. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

4.7 Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by two-thirds (2/3) of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Should any Director miss three (3) consecutive regular meetings of the Board of Directors, he shall be automatically removed from the Board and a successor selected and approved by the Board to fill his unexpired term.

4.8 Directors' Organization Meeting. The first meeting of a newly elected Board of Directors following the annual meeting of the Association shall be held within ten (10) days thereafter at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

4.9 Directors' Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined; from time to time, by a majority of the Directors, but at least one (1) such meeting shall be held during each calendar quarter. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, by telephone or by telegraph, at least five (5) days prior to the day named for such meeting.

4.10 Directors' Special Meetings. Special meetings of the Board of Directors may be called by the President on five (5) days' notice to each Director, given personally, by mail, by telephone or by telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary or Assistant Secretary of the Association in like manner and on like notice on the written request of one or more Directors.

4.11 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.12 Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.13 Fidelity Bonds. The Board of Directors must require that all officers, directors, managers, trustees and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a Common Expense.

4.14 Compensation. No member of the Board of Directors shall receive any compensation for acting as such. However, members of the Board of Directors or Association may be reimbursed for expenses incurred by them in the performance of Association business.

ARTICLE 5

FISCAL MANAGEMENT

The provision for fiscal management of the Units for and on behalf of all of the Unit Owners as set forth in the Declaration shall be supplemented by the following provisions:

5.1 Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

5.2 Accounts. The funds and expenditures of the Unit Owners by and through the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be Common Expenses:

5.2.1 Current expenses, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves and to additional improvements.

5.2.2 Reserves for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

5.2.3 Reserves for replacement (sinking funds), which shall include funds for repair or replacement required because of damage, wear or obsolescence.

5.2.4 Capital improvements, which shall include funds for construction of new improvements for which reserves for replacement have not been established.

ARTICLE 6

OFFICERS

6.1 Designation. The officers of the Association shall be a President, Vice President, Secretary, Assistant Secretary and

Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board shall, from time to time, elect. Such assistant officers need not be members of the Board of Directors, but each shall be an Owner of a Unit or the Declarant or his representative(s).

6.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office subject to the continuing approval of the Board.

6.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may have his office removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. Members of the Board may only be removed by vote of the Owners as provided elsewhere in these By-Laws.

6.4 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors unless he is absent. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Owners from time to time as he may, in his discretion, decide are appropriate to assist in the operation of the Association or as may be established by the Board or by the members of the Association at any regular or special meeting.

6.5 Vice President. The Vice President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties he is directed to perform by the President.

6.6 Secretary.

6.6.1 The Secretary shall keep all the minutes of the meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to

the office of Secretary and as is provided in the Declaration and the By-Laws.

6.6.2 The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the Unit owned by such member and the undivided interest in the Common Elements. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6.7 Assistant Secretary. The Assistant Secretary shall have all the powers and authority and shall perform all the functions and the duties of the Secretary, in the absence of the Secretary, or his inability for any reason to exercise such powers and functions or perform such duties, and also shall perform any duties he is directed to perform by the Secretary.

6.8 Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. In the event a Managing Agent has the responsibility of collecting and disbursing funds, the Treasurer shall review the accounts of the Managing Agent within fifteen (15) days after the first day of each month.

ARTICLE 7

INDEMNIFICATION OF OFFICERS, DIRECTORS AND MANAGING AGENT

7.1 Indemnification. The Association shall indemnify, through insurance or other means, every Director, officer, Managing Agent, their respective successors, personal representatives and heirs, against all loss, costs and expenses, including counsel

fees, reasonably incurred by him in connection with any action, suit or proceedings to which he may be made a party by reason of his being or having been a Director, officer or Managing Agent of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director, officer or Managing Agent in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director, officer or Managing Agent may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided, however, that nothing in this paragraph 7 shall be deemed to obligate the Association to indemnify any member or Owner of a Unit who is or has been a Director or officer of the Association with respect to any duties or obligations assumed or liability incurred by him under and by virtue of the Declaration.

7.2 No Personal Liability. Contracts or other commitments made by the Board of Directors, officers or the Managing Agent shall be made as agent for the Owners, and they shall have no personal responsibility on any such contract or commitment (except as Owners), and the liability of any Owner on such contract or commitment shall be limited to such proportionate share of the total liability thereof as the common interest of each Owner bears to the aggregate common interest of all of the Owners set forth on "Exhibit B" to the Declaration, except as provided in paragraph 15 of the Declaration as to assessments for Common Expenses.

ARTICLE 8

AMENDMENTS TO BY-LAWS

8.1 Amendments to By-Laws. These By-Laws may be amended in writing by the Association at a duly constituted meeting called for such purpose or in any regular meeting so long as the notice of such meeting sets forth the complete text of the proposed amendment. No amendment shall be effective unless approved by a seventy-five (75%) percent vote of the Unit Owners.

ARTICLE 9

MORTGAGES

9.1 Notice to Association. An Owner who mortgages his Unit shall notify the Association through the Managing Agent, if any, or the Secretary or Assistant Secretary of the Association, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Units".

9.2 Notice to Mortgagees of Unpaid Common Assessments. The Board of Directors, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common assessments due from, or any other default by, the Owner thereof.

9.3 Notice to Mortgagees of Default by Owner. The Board of Directors, when giving notice to an Owner of a default in paying common assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Directors and shall have the right, but not the obligation, to post a copy of such notice in a public place on the common grounds of the Project without assuming any liability for such action.

9.4 Examination of Books by Owners and Mortgagees. Each Owner, lender, and the holders, insurers, and guarantors of first mortgages of a Unit shall be permitted to examine the Declaration, the By-Laws, and the books of account of the Unit at reasonable times, on business days, after notice, and shall be permitted to receive, upon request, audited financial statements of the Association.

ARTICLE 10

EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS
AND DESIGNATION OF VOTING REPRESENTATIVE

10.1 Proof of Ownership. Except for those Owners who initially purchase a Unit from Declarant, any person, on becoming an Owner of a Unit, shall furnish to the Managing Agent or Board of Direc-

tors a true and correct copy of the original or a certified copy of the recorded instrument vesting that person with an interest or ownership in the Unit, which copy shall remain in the files of the Association. A member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or special meeting of members unless this requirement is first met.

10.2 Registration of Mailing Address. The Owner or several Owners of an individual Unit shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of an Owner or Owners shall be furnished by such Owner(s) to the Managing Agent or Board of Directors within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized by law to represent the interest of the Owner(s) thereof.

10.3 Designation of Voting Representative - Proxy.

10.3.1 If a Unit is owned by one person, his right to vote shall be established by the record title thereto. If title to a Unit is held by more than one person or by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such Owners shall execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of members and thereat to cast whatever vote the Owner himself might cast if he were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided, however, that within thirty (30) days after such revocation, amendment or termination, the Owners shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as provided by this paragraph.

10.3.2 The requirements herein contained in this paragraph 10 shall be first met before an Owner of a Unit shall be deemed in good standing and entitled to vote at an annual or special meeting of members.

ARTICLE 11

OBLIGATIONS OF THE OWNERS

11.1 Assessments. All Owners shall be obligated to pay the monthly assessments imposed by the Association to meet the Common Expenses. The assessments imposed hereunder shall be due and payable monthly in advance. The amount of such assessments may be altered in accordance with paragraph 14 of the Declaration. A

member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of members, within the meaning of these By-Laws, if, and only if, he shall have fully paid all assessments made or levied against him and the Unit or Units owned by him, and is not in violation of any rule or regulation of the Association then in force.

11.2 Lien. The obligations of each Owner to pay assessments shall be secured by a lien on the Unit in favor of the Association and such obligation shall survive any sale thereof.

11.3 Notice to Association of Lien or Suit. An Owner shall give notice to the Association of every lien or encumbrance upon his Unit, other than for taxes and special assessments, and notice of every suit or other proceeding which may affect the title to his Unit, and such notice shall be given within five (5) days after the Owner has knowledge thereof.

11.4 Maintenance and Repair.

11.4.1 Every Owner must perform promptly, at his own expense, all maintenance and repair work within his own Unit.

11.4.2 An Owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any common element (and any other property for which the Association has the maintenance responsibility) damaged by his

negligence or by the negligence of his family members, tenants, agents or guests.

11.5 Mechanic's Lien. Each Owner agrees to indemnify and to hold each of the other Owners harmless from any and all claims of mechanic's lien filed against other Units and the appurtenant Common Elements for labor, materials, services or other products incorporated in the Owner's Unit. In the event such a lien is filed and/or a suit for foreclosure of mechanic's lien is commenced, then within ten (10) days thereafter such Owner shall be required to discharge the same as provided by the laws of the State of Oklahoma and furnish evidence thereof to the Association in writing within ten (10) days after such discharge becomes final. Should such Owner fail so to do and the Association or its officers be made parties to any such suit, or be required to defend the same, all such costs including the Association's attorney fees shall be added to the assessments due from such Owner's Unit and paid with the next month's assessment falling due after the final determination of the Association's total expenses.

11.6 General.

11.6.1 Each Owner shall comply strictly with the provisions of the recorded Declaration and these By-Laws and amendments thereto.

- 11.6.2 Each Owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which this Project was built.

11.7 Use of Units - Internal Changes.

- 11.7.1 All Units shall be utilized only for residential purposes except as is otherwise provided in the Declaration.

- 11.7.2 An Owner shall not make structural modifications or alterations to his Unit or installations located therein without the prior written approval of the Association or its designated Architectural Control Committee.

11.8 Use of Common Elements. Each Owner may use the Common Elements in accordance with the purpose for which they were

intended without hindering or encroaching upon the lawful rights of the other Owners.

11.9 Right of Entry.

- 11.9.1 An Owner shall and does grant the right of entry to the Managing Agent or to any other person authorized by the Association in case of an emergency originating in or threatening his Unit, whether the Owner is present at the time or not.

- 11.9.2 An Owner shall permit the Association, or its representatives, to enter his Unit for the purpose of performing installations, alterations or repairs to the mechanical, electrical or utility services which, if not performed, would affect the use of other Unit(s); provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

11.10 Rules and Regulations.

- 11.10.1 The initial rules and regulations, which shall be effective until amended or supplemented by the Association, are annexed hereto and made a part hereof as Schedule "A".

- 11.10.2 The Board of Directors, pursuant to Article 4 of these By-Laws, reserves the power to establish, make and enforce compliance with such additional rules as may be necessary for the operation, use and occupancy of this Project with the right to amend same from time to time. Copies of such rules and regulations shall be furnished to each Owner prior to the date when the same shall become effective.

ARTICLE 12

ABATEMENT AND ENJOINMENT OF VIOLATIONS BY Owners

12.1 Abatement and Enjoinment. The violation of any rule or regulation accepted by the Board of Directors, or the breach of any By-Laws, or the breach of any provision of the Declaration, shall give the Board of Directors or the Managing Agent the right, in addition to any other rights set forth therein, (i) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors or Managing Agent shall not be deemed guilty in any manner of trespass, and to expel, remove and put out, using such force as may be necessary in so doing, without being liable to prosecution or any damages therefor; and (ii) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

12.2 Denial of Use of Amenities. Should any Owner be in default in the payment of any dues, assessments, or other sums due under the terms of the Declaration or these By-Laws, or be in violation of any of the terms of the Declaration, these By-Laws, or any rule or regulation then in force, after due notice to correct such violation, then in any of such events, such Owner may be denied the use of any of the amenities until such default or violation is appropriately cured.

ARTICLE 13

COMMITTEES

13.1 Designation. The Board of Directors may, but shall not be required to, appoint an executive committee and/or any of the following standing committees and/or any special ad hoc committees for any useful or worthwhile purpose to function in an advisory capacity to the Board of Directors. The Board may establish rules for the conduct of these committees, as follows, and may delegate responsibility to said committees.

13.2 Executive Committee. The executive committee shall consist of two (2) persons who shall be appointed by the Board of

Directors from the members of the Board. One member shall be the President. The executive committee shall supervise the affairs of the Association and shall regulate its internal economy, approve expenditures and commitments, act and carry out the established policies of the Association and report to the Directors at each meeting of the Board. The executive committee may hold regular meetings monthly or as it may in its discretion determine. Special meetings may be called at any time by the chairman of the committee or by any of its members, either personally or by mail, telephone or telegraph, and a special meeting may be held by telephone.

13.3 Nominating Committee. Before each annual meeting, the Board of Directors may appoint a committee of three members who shall nominate candidates for the Board. The names of the candidates shall be submitted on or before thirty (30) days before the election. Members may submit names of candidates other than those submitted by the nominating committee at least thirty (30) days prior to the election. Unless such names are submitted, either by the nominating committee or by the members, no person shall be elected whose name is not so submitted unless no nominations are made, in which event the names of candidates shall be submitted at the election by the members.

13.4 Architectural Control Committee. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. The affirmative vote of a majority of the members of the Architectural Control Committee which shall be the required quorum of the Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in these By-Laws.

13.4.1 Improvements and Alterations; Plans and Specifications; Approval. Except for construction by the Declarant for purposes of restoration of improvements or structures to their original appearance or as otherwise provided in these By-Laws, no building, fence, wall or other improvements or structure shall be commenced, erected, placed, moved or maintained upon the Project, nor shall any exterior addition to or

change in any improvement located on the Project be made until the complete plans and specifications showing the precise and exact nature, kind, shape, height, set-back, materials, color and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the Project by the Architectural Control Committee.

13.4.2 Approvals; Copy of Plans and Specifications Deposited; Lapse of Time Paramount to Approval. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of these By-Laws, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural Control Committee fails to approve

or disapprove any plans and specifications which may be submitted to it within sixty (60) days after submission, then approval will not be required and this paragraph 13.4 shall be deemed to have been fully complied with.

13.4.3 Construction; Limitations; Deviations from Plans and Specifications. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this paragraph 13.4 shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Control Committee (whether by affirmative action or by forbearance from action, as provided in paragraph 13.4.2, and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural Control Committee shall specify. In the event construction is not commenced

within the period aforesaid, then approval of the plans and specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this paragraph 13.4 shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval for use on any Unit of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use upon any other Unit or Units.

13.4.4 Certificate of Compliance. Upon the completion of the construction or alteration of any building, fence, wall or other improvements or structure in accordance with plans and specifications approved by the Architectural Control Committee in accordance with the provisions of this paragraph 13.4, the Architectural Control Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that the building, fence, wall, or other improvements or structure referenced in such certificate has been approved by the Architectural Control Committee and constructed or installed in full compliance with the provisions of this paragraph 13.4 and with such other provisions and requirements of these By-Laws as may be applicable.

13.4.5. Rules and Regulations of Architectural Control Committee. The Architectural Control Committee shall from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, or guidelines and establish such criteria relative to architectural styles or details, or other matters, as

it may consider necessary and appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this paragraph 13.4 or any other provision or requirement of this Declaration. The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this paragraph 13.4. The decisions of the Architectural Control Committee shall be final, except that any Owner who is aggrieved by any action or forbearance from action by the Architectural Control Committee may appeal the decision of the Architectural Control Committee to the Board of Directors. A vote of two-thirds (2/3) of the then constituted Board of Directors shall be necessary to overrule a decision of the Architectural Control Committee.

13.4.6 Enforcement; Right to Correct Violations. In the event any building, fence, wall or other improvements or structure shall be commenced, erected, placed, moved or maintained upon any Unit, otherwise than in accordance with the provisions and requirements of this paragraph 13.4, then the same shall be considered to have been undertaken in violation of this paragraph 13.4 and without the approval of the Architectural Control Committee required herein. Upon written notice from the Architectural Control Committee, such building, fence, wall or other structure or improvements shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days after notice of such violation is delivered to the Owner of the Unit upon which such violation exists, then the Association shall have the right, through its agents and employees, to enter upon such Unit and to take such steps as may be necessary to remove or otherwise terminate such violation and the costs thereof shall be assessed against the Unit upon which such violation occurred. A statement for the amount thereof shall be rendered to the Owner of said

Unit at which time the assessment shall become due and payable and a continuing lien upon said Unit and an obligation of the Owners, and may be enforced as provided in paragraph 16 of the Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Unit at any reasonable daylight hour for the purpose of ascertaining whether any violation of the provisions of this paragraph 13.4 or any of the other provisions or requirements of the Declaration, exist on such Unit provided, however, that no such entry and inspection shall be taken without a resolution of the Architectural Control Committee or the Board of Directors, and after reasonable notice to the Owner of such Unit. Neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

13.5 Welcoming Committee. The Welcoming Committee, consisting of at least three (3) persons, shall have the responsibility of assisting new residents in settling into their Units and becoming a part of the Association by means of, among other things, a homeowner brochure, a directory of other residents, a shopping guide, information on local facilities, and a school district guide.

13.6 Social Committee. The Social Committee, consisting of at least two (2) persons, shall have the responsibility of planning programs to make the best possible use of the facilities and amenities of the Association by means of developing an ongoing program of interaction and involvement.

13.7 Newsletter Committee. The Newsletter Committee, consisting of at least two (2) persons, shall have the responsibility of providing residents with up-to-date information on new residents, Association functions, the progress of the development, committee vacancies, rules and regulations changes, and other appropriate information.

13.8 Finance and Insurance Committee. The Finance and Insurance Committee, consisting of at least two (2) persons, shall have the responsibility of advising the Board on insurance matters and the capital and operating budgets.

13.9 Maintenance and Management Committee. The Maintenance and Management Committee, consisting of at least two (2) persons, shall have the responsibility of planning programs that conserve, enhance, and protect the Common Elements and other property for which the Association has the maintenance responsibility.

13.10 Vacancies. A vacancy in any committee shall be filled by the President until the next meeting of the Board of Directors.

ARTICLE 14

COMPENSATION

This Association is not organized for profit. No member, member of the Board of Directors, officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors, officer or member, provided, however, (1) that reasonable compensation may be paid to any member, Director or officer while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any member, Director or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE 15

EXECUTION OF DOCUMENTS

The persons who shall be authorized to execute any and all contracts, documents, instruments or conveyances or encumbrances, including promissory notes, shall be the President or Vice President and the Secretary or Assistant Secretary of the Association.

ARTICLE 16

MISCELLANEOUS

16.1 Conflict in Documents. In the event that any inconsistency or conflict exists between the items of the Declaration, these By-Laws, or any rule or regulation then in force, the inconsistency or conflict shall in every instance be controlled by the Declaration.

16.2 Conflict Between Owners. In the event that any dispute between Owners arises involving any of the Common Elements, amenities or any other matters concerning the Project and the conflict cannot be resolved by the Managing Agent, it shall be resolved by the Board of Directors.

16.3 Due Process. In order to afford due process to each Owner before any punitive action may be finally imposed by the Board of Directors, each Owner shall have the right after receiving notice of the Board's intended imposition of a fine or other punitive action, of not less than ten (10) days written notice served upon the Owner, a hearing before the Board of Directors, en banc, shall then be available to any Owner to present evidence for the purpose of avoiding or mitigating any penalty or punitive action at which hearing both the Association and the Owner may produce evidence and present witnesses. The Board of Directors shall promptly resolve the dispute and announce its decision, which in such instances shall be final as to all matters.

16.4 Exculpation of Unavoidable Loss. The Association shall not be liable for any loss to any Owner or inflicted upon any Unit or the property of the Owner situated therein, brought about by flooding, water damage caused by bursted pipes, acts of God or other force majeure. It is intended that for losses of this nature, each Owner will bear the same or effect his own insurance to cover the same. Each Owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on all furnishings and decorations and other items of personal property belonging to an Owner and casualty and public liability insurance coverage within each individual Unit are specifically made the responsibility of the Owner thereof.

EXECUTED this 8th day of December, 1980, by the undersigned, being all the Directors of Cimarron Townhomes Owners' Association, Inc.

[Handwritten Signature]
John H. Bahr
Philip S. Haight

10 1944 CA (8-74)
(Individual)



STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.

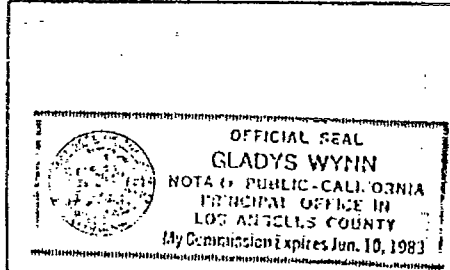
On December 8, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN KUSMIERSKY

↑ STAPLE HERE ↓

_____, known to me to be the person whose name subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature Gladys Wynne



(This area for official notarial seal)

3. Owners, members of their families, their guests, residents, tenants or lessees shall not use the parking areas and private streets as play areas.

4. No vehicle belonging to or under the control of any owner or a member of the owner's family or a guest, tenant, lessee, or employee of a unit owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the project. Vehicles shall be parked within designated parking areas. When entering or leaving the premises, vehicles will be operated at a speed not to exceed fifteen (15) miles per hour unless otherwise posted.

5. No work of any kind shall be done upon the exterior building walls or upon the common elements by any unit owner. Such work is the responsibility of the Association.

6. No owner, resident or lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antennae, transmitting or receiving, machines, or air conditioning units be installed on the exterior of the project or be installed in such a manner that they protrude through the walls or the roof of the improvements or are otherwise visible from the ground, except as may be expressly authorized by the Association in writing.

7. Use of any facilities of the project will be made in such manner as to respect the rights and privileges of other owners.

8. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners, or occupants of other units.

9. Disposition of garbage and trash shall be only by the use of approved garbage disposal units or by use of common trash facilities.

10. Cats, dogs, or other animals or birds or reptiles (hereinafter for brevity termed animals) shall be kept in such a manner so as not to disturb the other owners. If an animal becomes obnoxious to other owners, the owner or person having control of the animal shall be given a written notice by the Board of Directors to correct the problem, or if not corrected, the owner, upon written notice, will be required to remove the animal. The written notices provided for herein shall be issued by the Managing Agent, or, if there is no Managing Agent, then the Board of Directors. An owner must receive permission in writing from the Board of Directors or Managing Agent in order to keep an animal weighing more than fifteen (15) pounds on the premises.

11. Any damage to the common elements or common personal property caused by an owner or an owner's guest or family members shall be repaired at the expense of that owner.

12. The Managing Agent, or if there is no Managing Agent, then the Secretary of the Board of Directors, shall retain a passkey to each unit. If an owner shall alter any lock or install a new lock on any door leading into the unit, the owner shall provide a key for the Managing Agent's or the Board of Director's use. Each owner may, at his election, furnish to the Managing Agent, or if there is no Managing Agent, then the Secretary of the Board of Directors, a passkey to his unit to be used for the sole purpose of permitting the Association to enter such unit in cases of emergency requiring such entry. In the event an owner elects not to furnish such passkey, such owner hereby exonerates the Association for any and all damages caused to his unit as a result of reasonable forced entry into the same by the Association to cope with such emergencies.

13. All drapes or drape linings visible from the exterior of any unit shall be of a neutral, white or off-white color.

14. No garments, rugs, or any other items shall be hung from the windows, roof or any of the facades of the buildings.

15. In order that the Project shall not become over crowded the following requirements on occupancy are created. The term "single-family", as used in these By-Laws or the Declaration, shall be defined to include only those persons related by marriage or consanguinity; and no more than the following number of adults shall occupy the units described below, to-wit:

- (a) two bedroom unit - no more than four persons
- (b) three bedroom unit - no more than six persons,

on a permanent occupancy basis. For the purpose of the paragraph, "permanent occupancy" shall be defined as any occupancy in excess of thirty (30) days not separated by intervals of at least six (6) months.

16. Owners shall abide by rules and regulations governing the use of common facilities.

17. A Ten Dollar (\$10.00) charge will be made for all checks returned by the bank for any reason.

18. Children must be supervised when playing in the common elements.

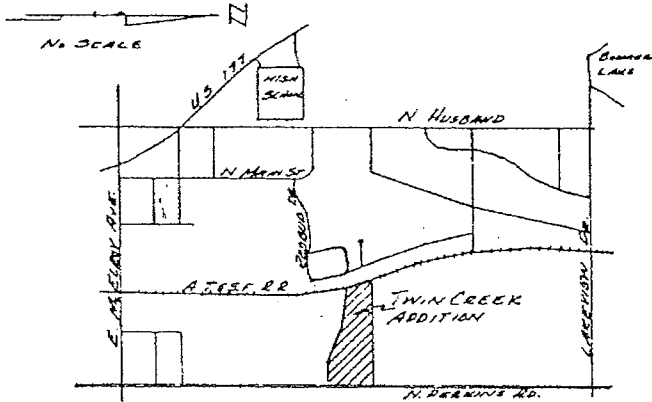
19. There will be a Twenty Dollars (\$20.00) charge for replacement of door or mail box keys.

20. Patios and walkways should be kept neat. A barbecue grill may be stored on walkways if it does not effect a hazard to walking. Barbecue supplies should be kept in the unit or patio.

POOL RULES

HOURS: WEEKDAYS 10:00 a.m. until 10:00 p.m.
WEEKENDS 8:00 a.m. until 12:00 p.m.

1. Number of guests shall be limited to three (3) per unit at one time. All guests must be accompanied by unit owner or a family member and use these facilities at their own risk.
2. Social gatherings involving more than three (3) guests at any one time must be prearranged with the managing agent or the Board of Directors and approved in writing at least ten (10) days prior to the date of the event. Separate charges may be imposed for such use.
3. Children under 13 must be accompanied by an adult and may use the pool facilities between the hours of 10:00 a.m. and 1:00 p.m.
4. No glass containers shall be allowed at pool area. Food and drink shall not be allowed in pool area.
5. Persons having skin abrasions, open blisters, cuts, any skin disease, sore or inflamed eyes, cold, nasal or ear discharge, or any communicable disease shall not be allowed in pools.
6. Spitting, spouting of water, and blowing the nose into the pool water shall be strictly prohibited.
7. No rough or boisterous play, wrestling or running shall be permitted.
8. Trash shall be put in containers provided.
9. Animals or fowls shall not be allowed within the pool area.
10. Swimming alone is prohibited.
11. The pool is for the exclusive use of all owners and occupants and their guests, and they are responsible for the conduct of their guests.
12. Furniture other than that provided shall not be used in the pool area, nor shall such furniture be removed from said area.
13. Radios, television sets, tape-recording or playing devices, and all other similar devices are strictly forbidden in the pool area.
14. Users of the pool area are responsible for the removal of all articles brought thereto by them, including but not limited to towels, books, and magazines, at the time they leave said area.
15. All bobby pins, hairpins, and other such materials shall be removed before entering the pool.



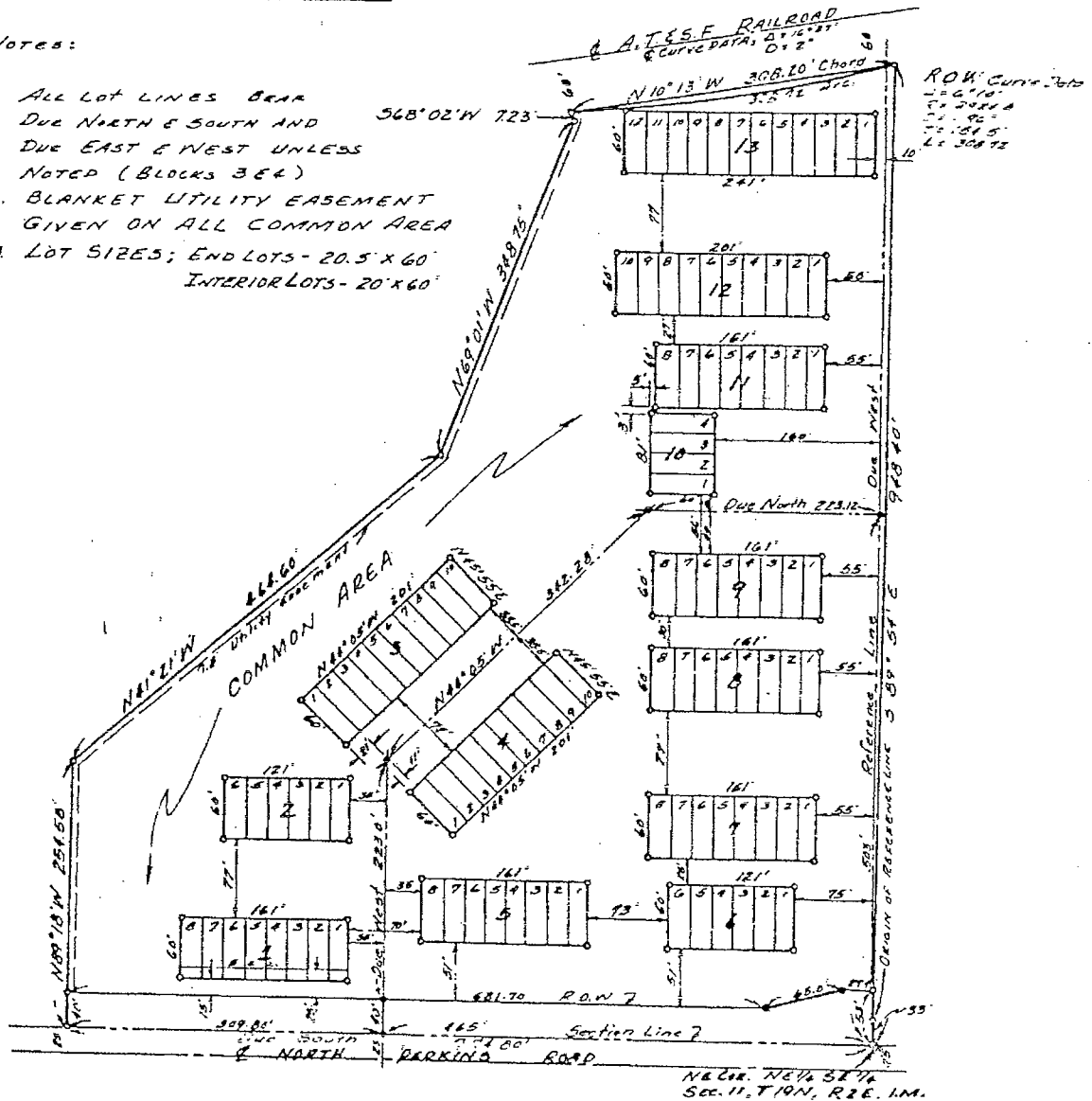
GENERAL LOCATION SKETCH

TWIN CREEK ADDITION

A SUBDIVISION IN THE
NE 1/4, SE 1/4, SEC 11, T19N, R2E, 1M.
STILLWATER, OKLAHOMA

Notes:

1. All Lot Lines Bear Due North & South and Due East & West unless noted (Blocks 3 & 4)
2. Blanket Utility Easement Given on All Common Area
3. Lot Sizes; End Lots - 20.5' x 60' Interior Lots - 20' x 60'



NE 1/4, SE 1/4, SEC 11, T19N, R2E, 1M.

Martin Loper Homes, Incorporated,

OWNER'S CERTIFICATE AND DEDICATION

TO

DATED: Sept. 3, 1971

The Public,

FILED: Nov. 10, 1971 at 4:05pm

RECORDED: Book 190 Misc. page 159

State of Oklahoma,)
) ss.
 County of Payne,)

KNOW ALL MEN BY THESE PRESENTS:

That MARTIN LOPER HOMES, INCORPORATED hereby certifies that it is the owner of and has all right, title and interest in and to a tract of land in the

Northeast Quarter of the Southeast Quarter of Section 11, Township 19 North, Range 2 East of I.M., (NE/4 SE/4 Sec. 11, T19N, R2E1M) Payne County, Oklahoma, more particularly described as follows:

Beginning at the Northeast Corner of said NE/4 SE/4 Sec. 11; thence South on the East line of Sec. 11, a distance of 774.80 feet; thence N 89° 18' W, a distance of 254.55 feet; thence N 41° 21' W, a distance of 464.60 feet; thence N 69° 01' W, a distance of 348.75 feet; thence S 68° 02' W, a distance of 7.23 feet, to a point on the East Right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence Northwesterly along said right-of-way line a distance of 308.72 feet to a point on the North line of said NE/4 SE/4 Sec. 11; thence S 89° 54' E along said North line a distance of 948.40 feet to the point of beginning. Containing 11.68 acres more or less.

The Owner certifies that it has caused said tract of land to be surveyed and has caused the attached Plat to be made showing accurate dimensions of blocks, lots, set back lines, right-of-way streets and easements. The Owner further designates said tract of land as TWIN CREEK ADDITION and hereby dedicates to public use all the streets within the subdivision and reserves for installation and maintenance of utilities, all easements (Blanket utility easement given on all common area.), as shown on the attached plat, free and clear of all encumbrances (Restrictive covenants are filed separately.)

Book 190 Misc. page 159 (Cont'd)

Subscribed this 3rd day of Sept., 1971.

ATTEST: Janetta L. Loper
Secretary

MARTIN LOPER HOMES, INCORPORATED

Martin J. Loper
President

(SEAL)

Acknowledged Sept. 3, 1971 by Martin J. Loper and Janetta L. Loper, before Myrtle F. Cawood, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires Sept. 7, 1971.

MORTGAGE RELEASE

State of Oklahoma,)
County of Payne,) ss.

In consideration of the platting of the property shown on the annexed Map of TWIN CREEK ADDITION, and other good and valuable consideration receipt of which is hereby acknowledged, Bob L. Barnes and Betty J. Barnes do hereby release, relinquish and discharge a certain mortgage made by Martin Loper Homes, Incorporated and dated the 26th day of Aug., 1971, and recorded in Book 218 M.R. of the Mortgage Records at page 11 of the records of Payne County, State of Oklahoma, insofar as the same covers all property dedicated for streets, alleys, parks, boulevards, easements or other public use, as shown on said map.

Subscribed this 3rd day of September, 1971.

Bob L. Barnes
Betty J. Barnes

Acknowledged Sept. 3, 1971 by Bob L. Barnes and Betty J. Barnes, before Myrtle F. Cawood, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires Sept. 7, 1973.

Book 190 Misc. page 159 (Cont'd)

SURVEYOR'S CERTIFICATE

State of Oklahoma,)
) ss.
 County of Payne,)

I, Richard N. DeVries, a Registered Land Surveyor, do hereby certify that at the request of the owner mentioned hereon, I made the above described survey and that the attached plat is a correct representation of said tract as surveyed and subdivided by me.

Witness my hand and seal this 2nd day of Sept., 1971.

(SEAL)

Richard N. DeVries
 Registered Land Surveyor
 Oklahoma No. 878

Acknowledged Sept. 2, 1971 by Richard N. DeVries, before
 Glenna Banks, Notary Public in and for Payne County, State of Okla.
 (SEAL) Commission expires Feb. 5, 1972.

METROPOLITAN AREA PLANNING COMMISSION APPROVAL:

I, Cleo W. Harris, Chairman of the Metropolitan Area Planning Commission for the City of Stillwater, County of Payne, State of Oklahoma hereby certify that the said Commission duly approved the annexed map of TWIN CREEK ADDITION on this 18th day of August, 1971.

Cleo W. Harris
 Chairman

ACCEPTANCE OF DEDICATION BY BOARD OF COMMISSIONERS
 OF THE CITY OF STILLWATER:

Be it resolved by the Board of Commissioners, The City of Stillwater that the Dedications shown on the attached plat of TWIN CREEK ADDITION are hereby accepted.

Book 190 Misc. page 159 (Cont'd)

Adopted by the Board of Commissioners, The City of Stillwater, this 27th day of September, 1971.

Approved by the Mayor of The City of Stillwater, this 27th day of September, 1971.

ATTEST: Edna Spaulding
City Clerk

David P. Lambert
Mayor

(SEAL)

COUNTY TREASURER'S CERTIFICATE

I, Wilma Ryan, do hereby certify that I am duly elected, qualified and acting County Treasurer of Payne County, State of Oklahoma. That the tax records of said County show all taxes are paid for the year of 1970 and prior years on the land shown on the annexed plat of TWIN CREEK ADDITION in Payne County, Oklahoma.

In Witness Whereof, said County Treasurer has caused this instrument to be executed at Stillwater, Oklahoma, on this 3rd day of September, 1971.

Wilma Ryan
County Treasurer

FILED FOR RECORD NOV 10 1971 AT 4:10 P.M. JOHN HOWARD, CO. CLERK
6599

BOOK 190 Misc PAGE 161

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by MARTIN LOPER HOMES, INC., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Stillwater, County of Payne, State of Oklahoma, which is more particularly described as:

All of TWIN CREEK ADDITION to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, 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.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to TWIN CREEK HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee 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.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

22

J. C. BARNES and LILLIE F. BARNES,
husband and wife, and BOB L.
BARNES and BETTY JOYCE BARNES,
husband and wife.

HIGHWAY EASEMENT

DATED: February 23, 1968
FILED: February 28, 1968
at 8:02 A.M.
RECORDED: Book 174 Misc.,
Page 376
CONSIDERATION: None

to

STATE OF OKLAHOMA.

KNOW ALL MEN BY THESE PRESENTS:

That J. C. BARNES and LILLIE F. BARNES, husband and wife, and BOB L. BARNES and BETTY JOYCE BARNES, husband and wife, of ----- County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of ----- and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the State of Oklahoma the following described: lots or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, to-wit:

Two Strips of land in the Southeast Quarter (SE/4) of Section Eleven (11), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, more particularly described by metes and bounds as follows:

Beginning at a point 33 feet West and 810.60 feet North of the Southeast Corner (SE/cor) of the Southeast Quarter (SE/4) of said Section Eleven (11); thence Northwesterly 50 feet more or less, to a point 43 feet West and 860.60 feet North of the Southeast Corner (SE/cor) of the Southeast Quarter (SE/4) of said Section Eleven (11); thence North 750 feet; thence Northeasterly 50 feet, more or less, to a point 33 West and 1660.60 feet North of the Southeast Corner (SE/cor) of the Southeast Quarter (SE/4) of said Section Eleven (11); thence South 850 feet, more or less, to the point of beginning.

Book 174 Misc., Page 376.....Cont'd.

Beginning at a point 33 feet West and 2510.60 feet North of the Southeast Corner (SE/cor) of the Southeast Quarter (SE/4) of said Section Eleven (11); thence Northwesterly 100 feet, more or less, to a point 53 feet West and 2610.60 feet North to the Southeast Corner (SE/cor) of the Southeast Quarter (SE/4) of said Section Eleven (11); thence North 29.40 feet, more or less, to a point 53 feet West of the Northeast Corner (NE/cor) of the Southeast Quarter (SE/4) of said Section Eleven (11); thence East 20 feet; thence South 129.40 feet, more or less, to the point of beginning.

For the same considerations hereinbefore recited, said Grantors hereby waive, relinquish and release any and all right, title or interest in and to the surface of the above granted and dedicated tract of land and the appurtenances thereunto belonging, including any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein; provided, however, that any explorations or developments of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To have and to hold said above described premises unto the said State of Oklahoma, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public highway and incidental facilities over, across or along the above described real estate; the supervision and control of said public highway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said State of Oklahoma, its officers, agents, contractors and employees are hereby

Book 174 Misc., Page 376.....Cont'd.

granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners in fee simple of the above described premises and that same are free and clear of all liens and claim whatsoever except: None.

In witness whereof the Grantors herein named have hereunto set their hands and seals this the 23rd day of February, 1968.

J. C. BARNES
J. C. Barnes

LILLIE F. BARNES
Lillie F. Barnes

BOB L. BARNES
Bob L. Barnes

BETTY JOYCE BARNES
Betty Joyce Barnes

Acknowledged February 23, 1968, by J. C. Barnes and Lillie F. Barnes husband and wife, and Bob L. Barnes and Betty Joyce Barnes, husband and wife, before Myrtie E. Flesner, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires September 7, 1969.

J. C. BARNES and LILLIE F.
BARNES, husband and wife,
and BOB L. BARNES and BETTY
JOYCE BARNES, husband and wife.

to

STATE OF OKLAHOMA

HIGHWAY EASEMENT

DATED: April 11, 1968

FILED: June 12, 1968

at 4:30 P.M.

RECORDED: Book 175 Misc.,
Page 522

CONSIDERATION: \$1.00

KNOW ALL MEN BY THESE PRESENTS:

That J. C. Barnes and Lillie F. Barnes, husband and wife, and Bob L. Barnes and Betty Joyce Barnes, husband and wife, of Payne County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of One and NO/100 Dollars (\$1.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the State of Oklahoma the following described lots or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, to-wit:

A strip of land in the Southeast Quarter (SE/4) of Section Eleven (11), Township Nineteen (19) North, Range two (2) East of the Indian Meridian, more particularly described by metes and bounds as follows: Beginning at a point 33 feet West and 696 feet North of the Southeast Corner (SE/cor) of said Section Eleven (11); thence West 7 feet; thence North 1944 feet, more or less, to a point 40 feet West of the Northeast Corner (NE/cor) of the Southeast Quarter (SE/4) of said Section Eleven (11); thence East 7 feet; thence South 1944 feet, more or less, to the point of beginning.

For the same considerations hereinbefore recited, said Grantors hereby waive, relinquish and release any and all right, title or interests in and to the surface of the above granted and dedicated tract of land and the appurtenances thereunto belonging, including any and all dirt, rock, gravel, sand and other road building materials, reserving and ex-

Book 175 Misc., Page 522.....Cont'd.

cepting unto said Grantors the mineral rights therein; provided however, that any explorations or developments of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To have and to hold said above described premises unto the said State of Oklahoma, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the Construction and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public highway and incidental facilities over, across or along the above described real estate; the supervision and control of said public highway to be in such municipality, county, or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said State of Oklahoma, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners in fee simple of the above described premises and that same are free and clear of all liens and claim whatsoever except: None.

In witness whereof the Grantors herein named have hereunto set their hands and seals this the 11th day of April, 1968.

J. C. BARNES
J. C. Barnes

LILLIE F. BARNES
Lillie F. Barnes

BOB B. BARNES
Bob B. Barnes

BETTY JOYCE BARNES
Betty Joyce Barnes

Book 175 Misc., Page 522.....Cont'd.

Acknowledged April 11, 1968, by J. C. Barnes and Lillie F. Barnes, husband and wife, and Bob L. Barnes and Betty Joyce Barnes, husband and wife, before Myrtle E. Flesner, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires September 7, 1969.

CIMARRON TOWNHOMES
OWNER'S ASSOCIATION, INC.

SEWER EASEMENT

TO

DATED: Dec. 22, 1981

THE CITY OF STILLWATER,
OKLAHOMA, a Municipal
Corporation

FILED: Jan. 20, 1982 at 10:25 am

RECORDED: Book 579, Page 994-996

CONSIDERATION: \$1.00 & OGVC

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Cimarron Townhomes Owners' Association, Inc., for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable considerations, receipt of which are hereby acknowledged, does hereby enter into this agreement on this 22nd day of December, 1981. Whereas, the undersigned, Cimarron Townhomes Owners' Association, Inc., hereby represents and warrants that he owns and has fee simple title to that certain parcel of real estate located in the City of Stillwater, County of Payne, State of Oklahoma, more particularly bounded and described as follows:

Twin Creek Addition to City of Stillwater,
Payne County, Oklahoma, according to the
recorded plat thereof. A subdivision in
the Northeast Quarter of the Southeast
Quarter of Section 11, Township 19 North,
Range 2 East, Indian Meridian (I.M.)

and further that the undersigned does hereby for itself, its heirs, executors, administrators, and assigns, grant and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, a permanent sanitary sewer easement and right-of-way through, over, under and across the following property situated in the City of Stillwater, County of Payne, State of Oklahoma, to-wit:

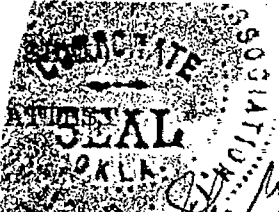
A strip of ground 7.5 feet in width parallel to the southern boundaries of said Twin Creek Addition with the center line being 11.25 feet North of and parallel to the southern property line of said tract. Excluding that segment of ground crossing through the tennis courts located in said Twin Creek Addition being an area of ground 60 feet x 120 feet.

with the right of ingress and egress to and from same, for the purpose of permitting said City of Stillwater, Oklahoma, to construct and maintain a sanitary sewer pipeline facility through, over, under, and across said property, together with all necessary and convenient appurtenances thereto, and to use and maintain the same, and of affording the said City of Stillwater, its officers, agents, employees, and all persons under contract with said City, the right to enter upon said premises for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying, and maintaining said

sanitary sewer pipeline facility, and for the further purpose of enabling the City of Stillwater, Oklahoma, to do any and all convenient things incident to such construction, operation, repairing and maintaining of said sanitary sewer pipeline facility. The City of Stillwater agrees that should it at any time cause damage to the landscaping, sod and/or grounds described within this easement, it shall promptly repair and restore such landscaping, sod and/or grounds at its sole expense.

Except as herein granted, the grantors shall continue to have the full use and enjoyment of the properties herein granted or described for agricultural and other purposes. At no time shall the grantor commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the grantor, his (their) successors, heirs, or assigns, nor shall the grantor allow said easement to be encumbered in any way so that the City of Stillwater, Oklahoma, shall not be afforded access to said sanitary sewer pipeline and tributary connections at any and all times.

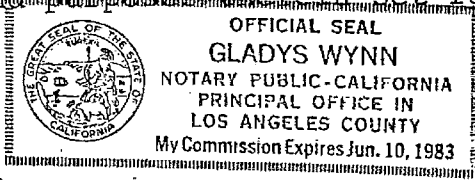
TO HAVE AND TO HOLD such easement and right-of-way unto the City of Stillwater, its successors and assigns, forever. In witness whereof, the parties hereto have duly executed this agreement.

 *[Signature]*
 Secretary / TREASURER

Cimarron Townhomes Owners' Association, Inc.
 By *[Signature]*
 President

CALIFORNIA
STATE OF ~~OKLAHOMA~~)
) SS.
COUNTY OF LOS ANGELES)

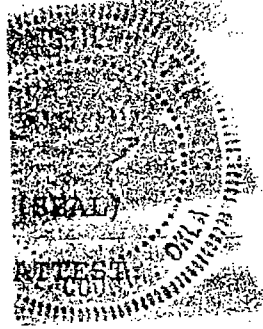
Before me, a Notary Public in and for said County and State, on this 6th day of January, 1982, personally appeared John Kusniersky, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.



Gladys Wynn
Notary Public

My Commission Expires:
June 10, 1983
(SEAL)

NOW, on this 18th day of January, 1982, the Board of Commissioners of the City of Stillwater, State of Oklahoma, does hereby acknowledge, approve and accept the foregoing Easement from the named Grantor herein, as Trustee of the land for the public, and directs the Mayor and Clerk to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.



C. W. "Bill" Thomas
C. W. "BILL" THOMAS
Mayor, City of Stillwater

M. Wayne Usry
M. WAYNE USRY, DIRECTOR OF FINANCE
ex officio CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 20th DAY OF January 1982.

Lowell A. Barto
LOWELL A. BARTO
CITY ATTORNEY
CITY OF STILLWATER



DOC NUMBER 98-3996
Book 1183
Page(s) 783 to 785
Time 1:15PM
Fee \$12.00
08-25-1998
Sherril Schieffer
Payne County Clerk
RECORDED AND FILED

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Cimarron Townhomes Owners Asso., for, and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby enter into this agreement on this 19 day of August, 1998.
Whereas, the undersigned, Cimarron Townhomes Owners Asso., hereby represent and warrant that they own and have fee simple title to that certain parcel of real estate located in the Northeast Quarter of the Southeast Quarter, of Section Eleven, Township 19 North, Range 2 East, Indian Meridian, Payne County, State of Oklahoma, more particularly bounded and described as follows:

Beginning at the NE/corner of said NE/4, SE/4, Section 11; Thence South on the East line of Section 11, a distance of 774.80 feet; Thence North 89 degrees 18 minutes West, a distance of 254.55 feet; Thence North 41 degrees 21 minutes West, a distance of 464.60 feet; Thence North 69 degrees 01 minute West, a distance of 348.75 feet; Thence South 68 degrees 02 minutes West, a distance of 7.23 feet, to a point on the East Right-of-way line of the Atchison, Topeka, and Santa Fe Railroad; Thence Northwesterly along said railroad Right-of-way line a distance of 308.72 feet to a point on the North line of said NE/4, SE/4, Sec. 11; Thence South 89 degrees 54 minutes East, along said North line a distance of 948.40 feet to the point of beginning. Containing 11.68 acres more or less.

and further that the undersigned do hereby for themselves, their heirs, executors, administrators, and assigns, grant and convey to the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns a permanent drainage easement and right-of-way through, over, under, and across the following property situated in Payne County, State of Oklahoma, to wit:

Starting at the NE/corner of the SE/4 of Section 11, T-19-N, R-2-E, I, M., Payne County, Oklahoma, Thence North 89 degrees 54 minutes West along the North line of said SE/4, a distance of 901.30 feet to the POINT OF BEGINNING; Thence South 04 degrees 45 minutes 02 East, a distance of 172.67 feet; Thence South, a distance of 80.50 feet; Thence South 14 degrees 00 minutes 19 seconds East, a distance of 18.90 feet; Thence South 89 degrees 19 minutes 42 seconds East, a distance of 129.15 feet; Thence South 00 degrees 40 minutes 18 seconds West, a distance of 27.50 feet; Thence South 87 degrees 45 minutes 44 seconds West, a distance of 120.51 feet; Thence North 69 degrees 01 minute 00 seconds West, a distance of 14.0 feet; Thence South 68 degrees 02 minutes West, a distance of 7.23 feet to a point on the Easterly railroad Right-of-way line; Thence Northwesterly along said railroad Right-of-way line on a curve to left with a radius of 2924.8 feet, a curve chord of 308.2 feet, a curve chord bearing of North 10 degrees 13 minutes West, a curve length of 308.72 feet to a point on the North line of said SE/4; Thence South 89 degrees 54 minutes East, along the North line of said SE/4, a distance of 47.1 feet to the point of beginning.

Return to: Tom Carfen
City of Stillwater
P.O. Box 1449
Stillwater, OK 74076-1449

with the right of ingress and egress to and from same, for the purpose of permitting the City of Stillwater, Oklahoma, its agents or assigns, to construct and maintain said drainage channel and drainage

10/2

structures thereon, through, over, under, and across said property, together with all necessary and convenient appurtenances thereto, and to use and maintain the same, and of affording the City of Stillwater, Oklahoma, its officers, agents, and employees, and all persons under contract with said City, the right to enter upon said premises for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying, and maintaining said drainage channel and drainage structures, and for the further purpose of enabling the City of Stillwater, Oklahoma, its agents or assigns, to do any and all convenient things incident to such construction, operation, repairing, and maintaining of said drainage channel and drainage structures.

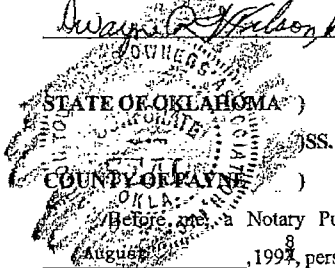
Except as herein granted, the grantors shall continue to have the full use and enjoyment of the property herein granted or described for commercial and other purposes. At no time shall the grantors commit a use, occupation or enjoyment thereof that might cause a hazardous condition, and no building, structure, or obstruction shall be located or constructed on said easement by the grantors, their successors, heirs, or assigns.

TO HAVE AND TO HOLD such easement and right-of-way unto the City of Stillwater, Oklahoma, forever. In witness whereof, the parties have duly executed this agreement.

Grantors:

Dwayne R. Wilson, President

Tom R. Kinrick
Vice President City of Stillwater



Before me, a Notary Public in and for said County and State, on this 19 day of August, 1998, personally appeared Dwayne R. Wilson and Tom R. Kinrick to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

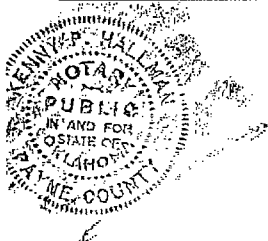
Kenny F. Halloran

Notary Public

(SEAL)

My Commission Expires:

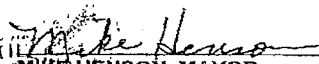
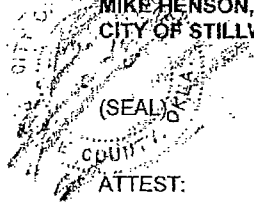
5-22-2001

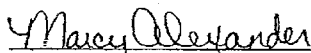


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STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this 24 day of August, 1998, the Board of Commissioners of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantors this delivered right-of-way and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.


MIKE HENSON, MAYOR
CITY OF STILLWATER, OKLAHOMA

ATTEST:


MARCY ALEXANDER, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this 25 day of August, 1998.


MARY ANN KARNS, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA