

PROPERTY 1



COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: American Abstract Company of McClain County, Inc.
Issuing Office: 138 W. Main St, Purcell, OK 73080
Issuing Office's ALTA® Registry ID: 0002360
Loan ID No.:
Commitment No.: 20241522-1
Issuing Office File No.: 20241522
Property Address: 17521 Zinc Dr, Edmond, OK 73012

SCHEDULE A

1. Commitment Date: December 16, 2024 at 07:30 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07/01/2021)
Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (7/1/2021)
Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear.
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

Janie Go Revocable Trust dated June 24, 2019, by a Warranty Deed recorded August 28, 2019 in Book 14116, page 490.
5. The Land is described as follows:

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SCHEDULE A

(Continued)

Lot Four (4) in Block Thirty-one (31) in COPPER CREEK 6TH ADDITION, an Addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

Fidelity National Title Insurance Company

Gayle Helton

By: *Michael J. Nolan*
Michael J. Nolan
President

ATTEST: *Marjorie Nemzura*
Marjorie Nemzura
Secretary

Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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COMMITMENT FOR TITLE INSURANCE

Issued By
FIDELITY NATIONAL 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.
 - a. Joint Tenancy Deed from Go Janie Revocable Trust to Purchaser with contractual obligations under a Real Estate agreement.
 - b. Mortgage from Purchaser with contractual obligations under a Real Estate agreement to Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, securing the principal amount of \$0.00.
5. Execute, deliver and record an affidavit that complies with 60 Okla. Stat. § 121.
6. In the event the proposed insured requires deletion of the general survey exception set forth in paragraph 5 of Schedule B – Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2021) [the “Survey Standards”], including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 18, as set forth in Table A of the Survey Standards.

Note: Certain conditions or requirements of other parties to the transaction may require other Items in Table A of the Survey Standards be included in the survey.
7. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.
8. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.

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Commitment for Title Insurance (07-01-2021)
Schedule BI



20241522

SCHEDULE B, PART I

(Continued)

9. Obtain a Final Report for issuance of title policy.
10. Obtain a Uniform Commercial Code search as to current owner in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
11. Obtain a court search as to Purchaser in County of property location, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. Pay ad valorem taxes for 2024.
13. Obtain satisfactory letter from the Homeowners Association, stating that all dues or special assessments pertaining to the subject property are paid to date.
14. Record Memorandum of Trust relating to Janie Go Revocable Trust dated June 24, 2019. Same should be submitted for review and possible further requirements.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BI



20241522



COMMITMENT FOR TITLE INSURANCE

Issued By
FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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. Taxes for the year 2025 and all subsequent years not yet due and payable.
3. Taxes or special assessments which are not shown as existing liens by the public records.
4. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
5. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.
6. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
8. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
9. Rights or claim of parties in possession not shown by the public records.
10. Easements or claims of easements not shown by the public records.
11. Statutory Easements on Section Lines.
12. Water rights, claims or title to water, whether or not shown by the public records.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



20241522

SCHEDULE B-II

(Continued)

13. Arising from the proposed insured's failure to comply with Oklahoma laws concerning an alien's ownership of the Land, including without limitation the Oklahoma Constitution, Art. XXII, Section 1, and 60 Okla. Stat. §§ 121-123.
14. Ordinance NO. 8610 extending the corporate limits of the City of Oklahoma City recorded June 9, 1970 in Book 4468, page 624.
15. Right of Way Agreement in favor of Oklahoma Natural Gas recorded September 30, 1963 in Book 2955, page 728.
16. Easement in favor of The City of Oklahoma City recorded December 8, 1983 in Book 5098, page 831 and Amended September 15, 1986 in Book 5523, page 1872.
17. Right of Way Agreement in favor of Oklahoma Natural Gas recorded December 2, 1985 in Book 5401, page 1551.
18. Easement in favor of The City of Oklahoma City recorded August 6, 1998 in Book 7374, page 903.
19. Permanent Easement in favor of The City of Oklahoma City recorded July 29, 1999 in Book 7649, page 1733.
20. Permanent Easement in favor of They City of Oklahoma City recorded January 21, 2000 in Book 7803, page 745.
21. Permanent Easement in favor of They City of Oklahoma City recorded March 23, 2000 in Book 7803, page 757.
22. All items affecting subject Lot as shown on the recorded plats are made a part hereof.
23. Restrictive covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney and limitations on title, October 11, 2000 in Book 7939, page 1191, and in the related By-Laws, the Oklahoma Real Estate Development Act, or in any other instrument creating the estate or interest insured by this policy, but deleting any covenant, condition or restriction indicating a preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national restrictions to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604 (c).

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



20241522

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FORM 8001

Exceptions
#14

Published in The Daily Law Journal Record Page 19, 1959.
JUN-6-59 49013 1959-83C.

CITY OF OKLAHOMA CITY
OFFICE OF CITY CLERK
205 MUNICIPAL BUILDING
OKLAHOMA CITY, OKLAHOMA 73102

BOOK 4468 PAGE 624

ORDINANCE NO. 8610

STATE OF OKLAHOMA
OKLAHOMA COUNTY
CLERK
JUN 8 9 51 AM '59
CECIL P. HARRIS
CITY CLERK

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF OKLAHOMA CITY, AND DESIGNATING THE AREAS OR TRACTS INCLUDED IN SUCH EXTENSION; REPEALING ALL ORDINANCES, OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING THAT IF ANY PART OR PARTS HEREOF BE HELD INVALID OR INEFFECTIVE, THE REMAINING PORTIONS SHALL NOT BE AFFECTED; DECLARING AN EMERGENCY.

EMERGENCY ORDINANCE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OKLAHOMA CITY:

SECTION 1. That the corporate limits of The City of Oklahoma City, Oklahoma, be and the same are hereby extended to include the following described tract of land:

A tract of land lying in Sections Three (3), Four (4), Nine (9), and Ten (10), Township Thirteenth (13) North, Range Three (3) West of the Indian Meridian and Sections Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), and Thirty-Four (34), Township Fourteen (14) North, Range Three (3) West of the Indian Meridian and Sections Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), and Thirty-Six (36), Township Thirteenth (13) North, Range Four (4) West of the Indian Meridian, more particularly described as follows:

Beginning at a point being the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section Ten (10), Township Thirteenth (13) North, Range Three (3) West; thence North along the East line of Sections Ten (10) and Three (3) to the Northeast corner of Section Three (3), Township Thirteenth (13) North, Range Three (3) West; thence west along the North line of said Section Three (3) to the Northwest corner of the Northeast Quarter (NW $\frac{1}{4}$) of said Section Three (3); thence South along the West line of said Northeast Quarter (NE $\frac{1}{4}$) to the South line of the North Half (N $\frac{1}{2}$) of said Section Three (3); thence West along said South line to the West line of the East Half (E $\frac{1}{2}$) of the East Half (E $\frac{1}{4}$) of the West Half (W $\frac{1}{2}$) of said Section Three (3); thence North along said West line to the North line of said Section Three (3); thence West along said North line to the Southeast corner of Section Thirty-Three (33), Township Fourteen (14) North, Range Three (3) West; thence North along the East line of said Section Thirty-Three (33) to the South line of the North Half (N $\frac{1}{2}$) of the South Half (S $\frac{1}{2}$) of said Section Thirty-Three (33); thence East along the South line of the North Half (N $\frac{1}{2}$) of the South Half (S $\frac{1}{2}$) of Section Thirty-Four (34), Township Fourteen (14) North, Range Three (3) West to the East line of the West Half (W $\frac{1}{2}$) of said Section Thirty-Four (34); thence North along said East line to the North line of the South Half (S $\frac{1}{2}$) of said Section Thirty-Four (34); thence West along said North line to the East line of Section Thirty-Three (33), Township Fourteen (14) North, Range Three (3) West; thence North along said East line to the Southwest corner of Section Twenty-Seven (27), Township Fourteen (14) North, Range Three (3) West; thence East along the South line of said Section Twenty-Seven (27) to the East line of the West Half (W $\frac{1}{2}$) of said Section Twenty-Seven (27); thence North along said East

This instrument was filed for record June 6, 1978 at 9:18 A.M. and recorded in Book 4468, page 624, records of Oklahoma County, Okla.

See 24-25-26-36-13-4W ✓

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CONTINUED

ENTRY

BOOK 4158 PAGE 625

line of the North line of the South Half (S $\frac{1}{2}$) of said Section Twenty-Seven (27); thence West along said North line to the East line of the West Half (W $\frac{1}{2}$) of the West Half (W $\frac{1}{2}$) of said Section Twenty-Seven (27); thence North along said East line to the North line of said Section Twenty-Seven (27); thence West along said North line to the Southeast corner of Section Twenty-One (21), Township Fourteen (14) North, Range Three (3) West; thence North along the East line of said Section Twenty-One (21) to the North line of the South Half (S $\frac{1}{2}$) of said Section Twenty-One (21); thence West along said North line to the West line of the East Half (E $\frac{1}{2}$) of said Section Twenty-One (21); thence South along said West line to the South line of said Section Twenty-One (21); thence West along said South line to the West line of said Section Twenty-One (21); thence North along said West line to the Northeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty (20), Township Fourteen (14) North, Range Three (3) West; thence West along the North line of the South Half (S $\frac{1}{2}$) of Sections Twenty (20) and Nineteen (19), Township Fourteen (14) North, Range Three (3) West and Section Twenty-Four (24), Township Fourteen (14) North, Range Four (4) West to the Northwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Twenty-Four (24); thence South along the West line of said Southeast Quarter (SE $\frac{1}{4}$) to the North line of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West; thence West along the North line of Sections Twenty-Five (25) and Twenty-Six (26) to the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-Six (26), Township Fourteen (14) North, Range Four (4) West; thence South along the West line of the Northeast Quarter (NE $\frac{1}{4}$) to the Southwest corner of said Northeast Quarter (NE $\frac{1}{4}$); thence East along the South line of said Northeast Quarter (NE $\frac{1}{4}$) to the West line of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West; thence South along said West line to the South line of said Section Twenty-Five (25); thence East along said South line to the West line of the East Half (E $\frac{1}{2}$) of Section Thirty-Six (36), Township Fourteen (14) North, Range Four (4) West; thence South along said West line to the Southwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Thirty-Six (36); thence East along the South line of said Northeast quarter (NE $\frac{1}{4}$) to a point 1748.63 feet West of the East line of said Section Thirty-Six (36); thence South along a line parallel to and 1748.63 feet West of the East line of said Section Thirty-Six (36) to the South line of said Section Thirty-Six (36); thence East along the South line of Section Thirty-Six (36), Township Fourteen (14) North, Range Four (4) West and Section Thirty-One (31), Township Fourteen (14) North, Range Three (3) West to the East line of the West Half (W $\frac{1}{2}$) of said Section Thirty-One (31); thence North along said East line to the North line of the South Half (S $\frac{1}{2}$) of the South Half (S $\frac{1}{2}$) of said Section Thirty-One (31); thence West along said North line to the West line of said Section Thirty-One (31); thence North along the West line of Sections Thirty-One (31) and Thirty (30) to the North line of the South Half (S $\frac{1}{2}$) of Section Thirty (30), Township Fourteen (14) North, Range Three (3) West; thence East along said North line to the West line of the East Half (E $\frac{1}{2}$) of said Section Thirty (30); thence South along said West line to the South line of said Section Thirty (30); thence East along said South line to the Northwest corner of Section Thirty-Two (32), Township Fourteen (14) North, Range Three (3) West; thence South along the West line of said Section Thirty-Two (32) to the South line of the North Half (N $\frac{1}{2}$) of said Section Thirty-Two (32); thence East along said South line to the East line of the West Half (W $\frac{1}{2}$) of said Section Thirty-Two (32); thence North along said East line to the North line of said Section Thirty-Two (32); thence West along said North line to the East line of the West Half (W $\frac{1}{2}$) of the West Half (W $\frac{1}{2}$) of Section Twenty-Nine (29), Township Fourteen (14) North, Range Three (3) West;

THE CITY OF OKLAHOMA CITY
 OFFICE OF CITY CLERK
 258 MAIN ST. P.O. BOX 100
 OKLAHOMA CITY, OKLAHOMA 73108

CONTINUED

ENTRY NUMBER 73

SOUTHWEST TITLE & TRUST COMPANY

OFFICE COPY

4458 626

thence North along said East line to the North line of the South Half ($S\frac{1}{2}$) of the South Half ($3\frac{1}{2}$) of said Section Twenty-Nine (29); thence West along said North line to the West line of said Section Twenty-Nine (29); thence North along said West line to the Northwest corner of said Section Twenty-Nine (29); thence East along the North line of said Section Twenty-Nine (29) to the West line of the East Half ($E\frac{1}{2}$) of said Section Twenty-Nine (29); thence South along said West line to the South line of the North Half ($N\frac{1}{2}$) of the North Half ($N\frac{1}{2}$) of said Section Twenty-Nine (29); thence East along said South line to the West line of Section Twenty-Eight (28), Township Fourteen (14) North, Range Three (3) West; thence South along said West line to the Southwest corner of said Section Twenty-Eight (28); thence East along the South line of said Section Twenty-Eight (28) to the Northeast corner of the Northwest Quarter ($NW\frac{1}{4}$) of Section Thirty-Three (33), Township Fourteen (14) North, Range Three (3) West; thence South along the East line of the West Half ($W\frac{1}{2}$) of said Section Thirty-Three (33) to the North line of the South Half ($S\frac{1}{2}$) of the North Half ($N\frac{1}{2}$) of said Section Thirty-Three (33); thence West along said North line to the West line of said Section Thirty-Three (33); thence South along said West line to the South line of the North Half ($N\frac{1}{2}$) of said Section Thirty-Three (33); thence East along said South line to the West line of the East Half ($E\frac{1}{2}$) of said Section Thirty-Three (33); thence South along said West line to the North line of the South Half ($S\frac{1}{2}$) of the South Half ($S\frac{1}{2}$) of said Section Thirty-Three (33); thence West along said North line to the West line of said Section Thirty-Three (33); thence South along said West line to the South line of said Section Thirty-Three (33); thence East along said South line to the West line of the East Half ($E\frac{1}{2}$) of Section Four (4), Township Thirteen (13) North, Range Three (3) West; thence South along the West line of the East Half ($E\frac{1}{2}$) of Sections Four (4) and Nine (9) to the Southwest corner of the Northeast Quarter ($NE\frac{1}{4}$) of Section Nine (9), Township Thirteen (13) North, Range Three (3) West; thence East along the South line of said Northeast Quarter ($NE\frac{1}{4}$) to the East line of said Section Nine (9); thence North along said East line to the Northwest corner of Section Ten (10), Township Thirteen (13) North, Range Three (3) West; thence East along the North line of said Section Ten (10) to the West line of the East Half ($E\frac{1}{2}$) of said Section Ten (10); thence South along said West line to the South line of the North Half ($N\frac{1}{2}$) of said Section Ten (10); thence East along said South line to the Southeast corner of the Northeast Quarter ($NE\frac{1}{4}$) of Section Ten (10), Township Thirteen (13) North, Range Three (3) West, the point or place of beginning.

Except a tract of land being the Northwest quarter ($NW\frac{1}{4}$) of the Southwest quarter ($SW\frac{1}{4}$) of Section Three (3), Township Thirteen (13) North, Range Three (3) West and a tract of land being the East Half ($E\frac{1}{2}$) of the Northeast quarter ($NE\frac{1}{4}$) of Section Twenty-Eight (28), Township Fourteen (14) North, Range Three (3) West.

THE CITY OF OKLAHOMA CITY
 OFFICE OF CITY CLERK
 208 MUNICIPAL BUILDING
 OKLAHOMA CITY, OKLAHOMA 73102

SECTION 2. The Council finds that the above described area is adjacent and contiguous to the present corporate limits of the City of Oklahoma City, and the Council further finds that more than three-fourths of the legal voters in said area and the owners of more than three-fourths (in value) of the above described property have petitioned in writing for said area to be annexed to the City of Oklahoma City, and the Council further finds that notice, as required by law has been duly given.

ORIGINAL COPY

BOOK 4458 PAGE 627

- 4 -

SECTION 3. All ordinances, or parts of ordinances, in conflict herewith, are hereby repealed.

SECTION 4. That if any part or parts hereof be held invalid or ineffective, the remaining portions shall not be affected.

SECTION 5. EMERGENCY. WHEREAS, it being immediately necessary for the preservation of the peace, health and safety of Oklahoma City and the inhabitants thereof that the provisions of this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force from and after its passage, as provided by law.

PASSED by the Council of The City of Oklahoma City, Oklahoma, this 18th day of September, 1959.

APPROVED by the Mayor of The City of Oklahoma City, Oklahoma, this 18th day of September, 1959.

Lonnie W. Sage
Mayor

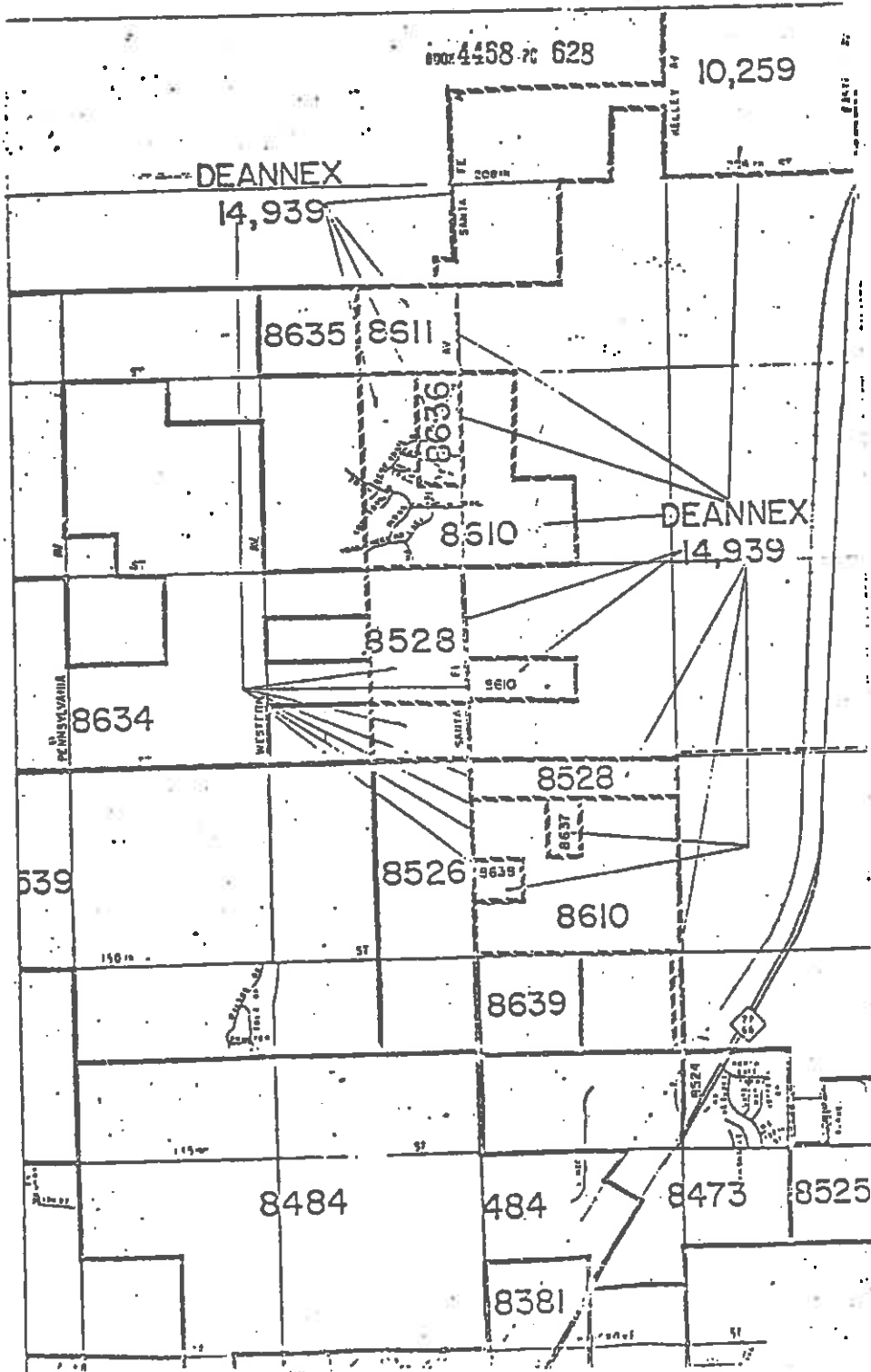
ATTEST:
[Signature]
City Clerk

Approved as to form and legality this 17 day of August, 1959.

Edward H. Mohr
Assistant Municipal Counselor

THE CITY OF OKLAHOMA CITY
OFFICE OF CITY CLERK
228 MUNICIPAL BUILDING
OKLAHOMA CITY, OKLAHOMA 73102

OPTIONAL FORM NO. 8001



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ps

BOOK 2955 PAGE 728

62158

#15

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between Ida May Cravens, individually, and
Ida May Cravens, executrix of the estate of R.D. Cravens, deceased,

hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee.
WITNESSETH, that said Grantor, for and in consideration of \$1,000 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, enter and remove a pipe line, with fittings, tie-offs, cathodic-protection equipment and other appurtenant appurtenances, with the right of ingress and egress to and from the same, over and through certain lands situated in the County of Oklahoma
State of Oklahoma and more particularly identified and described as follows, to-wit:

Within the East 17 feet of the West 50 feet of the NW/4
Section 32 - Township 14 North - Range 3 West.

THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantor is to fully use and enjoy said premises subject to the easement right hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures, of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.
 2. That said Grantee hereby covenants to bury its pipe 24 inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
 3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.
 4. That the Grantee shall pay all damages to fences, crops, land premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two as appointed or allowed, and the award of two of such three persons shall be final and conclusive.
- This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

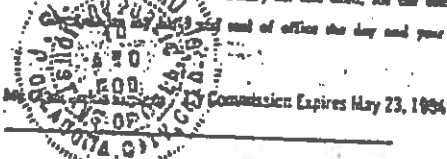
IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 18th day of September, 1963.

Ida May Cravens
Ida May Cravens, individually
Ida May Cravens
Ida May Cravens, Executrix of
the estate of R.D. Cravens,
deceased.

STATE OF Oklahoma
COUNTY OF Oklahoma ss.

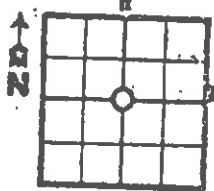
Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 11th day of September, 1963, personally appeared Ida May Cravens

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.



J. M. Sullivan
Notary Public

RECORDING DATA



Microfilm by A. O. Elrod Pub
6-460 Elrod
Mag. 6" x 9" I.O. 225-70-19 P/W 8

This instrument was filed for record Sept. 30, 1963 at 10:45 A.M. and recorded in Book 2955, page 728, records of Oklahoma County, Oklahoma

#16

THE CITY OF OKLAHOMA CITY
OFFICE OF CITY CLERK
200 MUNICIPAL BUILDING
OKLAHOMA CITY, OKLAHOMA 73102

EASEMENT

E18316
44, 17, 297
J.M.A.H.
8-16-83
No Pg: 2034

KNOW ALL MEN BY THESE PRESENTS: 154502

That IDA MAY CRAVENS, a single woman

BOOK 5098 PG 831

for and in consideration of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby grant and convey unto THE CITY OF OKLAHOMA CITY, a municipal corporation, a roadway easement over the following described property located in Oklahoma County, Oklahoma, to-wit:

A part of the NW/4, Section 32, T-14-N, R-3-W of the Indian Meridian, Oklahoma County, Oklahoma more particularly described as follows:
Commencing at the Northwest corner of said Section 32 thence S 89°47'10" E a distance of 710.00 feet, thence S 00°01'57" E a distance of 33.00 feet to the POINT OF BEGINNING; thence S 00°01'57" E a distance of 17.00 feet, thence N 89°47'10" W a distance of 635.00 feet, thence S 45°05'26" W a distance of 35.279 feet; thence S 00°01'57" E a distance of 305 feet, thence N 89°47'10" W a distance of 17.00 feet, thence N 00°01'57" W a distance of 347.00 feet, thence S 89°47'10" E a distance of 677.00 feet to the point of beginning, said parcel containing 0.40 acres more or less.

STATE OF OKLAHOMA
JERRY OSKOWSKI
NOTARY PUBLIC
Dec 0 10 42 AM '83
RECORDED ORIGINAL

for the exclusive purpose of constructing, maintaining and operating the roadway and appurtenances thereto, over, through and upon the same. Should the grantor abandon the permanent easement and right-of-way for the purposes above stated, then the said easement shall revert to the grantor, its successors and assigns.

DATED this 5th day of August, 19 83. Ida May Cravens
IDA MAY CRAVENS

STATE OF Oklahoma, COUNTY OF Oklahoma, ss
BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 5th day of August, 19 83, personally appeared Ida May Cravens to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and seal the day and year last above set forth.

My commission expires JULY 24, 1987
David K. Carson Notary Public

APPROVED as to form and legality this day of 19

ACCEPTED by the Council of THE CITY OF OKLAHOMA CITY this 16 day of April 1983
Alan P. Schreyer City Clerk
Approved as to form this 10th day of August 1983
J. Brummett Assistant Municipal Counselor

HDHine
L-135-85

October 8, 1984

File:

Number, Bill
Okla. ??
Release of R/W

5520 1872

#16

AMENDMENT OF RIGHT OF WAY AGREEMENT

DOC NUMBER 00117015
TIME 03:42 PM
FEE 10.00
DATE SEP. 15 1986
JERRY DEWOODY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 9th day of January, 1984, Jim Krah!, Inc. hereinafter referred to as "Landowner", executed and delivered to Phillips Petroleum Company, its successors and assigns, a Right of Way Grant covering the following described lands in Oklahoma County, State of Oklahoma, to wit:

A part of NW/4 Sec. 32, Twp. 14 North, Rge. 3 West, as set out below:

Tract I: Commencing from the NW/corner of the NW/4, th. S 00°01'57" E along the W. line of said NW/4 a dist. of 2,643.80 ft. to the SW/corner of said NW/4, th. S 89°47'23" E along the S. line of said NW/4 a dist. of 4.29 ft. to the POB; th. N 44°17'44" E a dist. of 172.30 ft.; th. S 89°47'00" E a dist. of 1,199.90 ft. to a point on E. line of W/2 NW/4; th. S 00°06'51" E along said E. line a dist. of 25.00 ft.; th. N 89°47'00" W a dist. of 1,189.45 ft.; th. S 44°17'44" W a dist. of 137.50 ft. to a point on the S. line of said NW/4; th. S 89°47'23" W along said S. line a dist. of 34.80 ft. to the POB, containing 0.77 acres, more or less;

Tract II: Commencing from the NW/corner of said NW/4, th. S 89°47'10" E along the N. line of said NW/4 a dist. of 2,298.00 ft. to the POB; th. S 89°47'10" E along said N. line a dist. of 25.00 ft.; th. S 00°12'50" W a dist. of 44.00 ft.; th. N 89°47'10" W and parallel to said N. line a dist. of 24.60 ft.; th. S 00°13'00" W a dist. of 101.11 ft.; th. S 89°57'00" E a dist. of 250.00 ft.; th. S 00°13'00" W a dist. of 615.00 ft.; th. S 89°47'00" E a dist. of 99.07 ft. to a point on the E. line of said NW/4; th. S 00°11'44" E along said E. line a dist. of 35.00 ft.; th. N 63°18'09" W a dist. of 27.42 ft.; th. N 89°47'00" W a dist. of 79.24 ft.; th. S 00°13'00" W a dist. of 1,760.00 ft.; th. N 89°47'00" W a dist. of 1,212.71 ft. to a point on the W. line of the E/2 NW/4; th. S 00°06'51" W along said W. line a dist. of 25.00 ft.; th. S 89°47'00" E a dist. of 1,187.86 ft.; th. N 00°13'00" E a dist. of 2,350.00 ft.; th. N 89°47'00" W a dist. of 255.00 ft.; th. N 00°13'00" E a dist. of 145.11 ft.; th. S 89°47'10" E and parallel to the N. line of said NW/4 a dist. of 29.60 ft.; th. S 00°12'50" E a dist. of 25.00 ft. to the POB, containing 2.37 acres, more or less.

said Right of Way Grant being filed of record in Book 5132, Page 1396, Oklahoma County Records; hereinafter being referred to as "Defined Easement" and

WHEREAS, Landowners have requested that Phillips Petroleum Company, hereinafter being referred to as "Phillips", amend said Right of Way Grant.

I. NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein Phillips and Landowner do hereby agree to amend said Right of Way Grant in the following particulars:

Phillips agrees that the 10 feet of the Defined Easement that is contiguous to the building lines of the planned housing development known as Copper Creek Addition, shall be restricted in that it will be only a working easement, used for access to existing pipelines, and that no additional pipelines will be constructed within 10 feet of the building lines of said housing development.

II. Nothing herein contained shall be construed as releasing any rights or privileges under said Right of Way Grant other than those contained in Paragraph I.

said Right of Way Grant shall remain in effect in accordance with all other terms and provisions.

Appr. J. Phillips Petroleum Co. American Title Insurance - 10/17/84 - Doc 73102

11-5523-1873

III. Phillips shall have the right from time to time to assign the rights granted hereunder in whole or in part.

IV. The provisions hereof shall extend to, be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

EXECUTED this 20th day of December, 1985.

JIM KRAHL, INC.

PHILLIPS PETROLEUM COMPANY

J. Krahl

President

By [Signature]

Attorney-in-Fact
Approved: SM

STATE OF OKLAHOMA)
COUNTY OF DEKALB) SS

Before me, the undersigned, a Notary Public in and for said State, on this 20th day of December, 1985, personally appeared J. Krahl, who acknowledged himself to be the President of Jim Krahl, Inc., a corporation, and 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, being authorized so to do, 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.

Given under my hand and seal of office the day and year first above written.

My commission expires: 9/22/87

[Signature]
Notary Public

STATE OF OKLAHOMA)
COUNTY OF WHEELING) SS

Before me, the undersigned, a Notary Public in and for said State, on this 11th day of June, 1986, personally appeared [Signature], who acknowledged himself to be the Attorney-in-Fact of Phillips Petroleum Company, a corporation, and to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Attorney-in-Fact and acknowledged to me that he, being authorized so to do, 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.

Given under my hand and seal of office the day and year first above written.

My commission expires: 2-1-90

[Signature]
Notary Public

Return to:
OKLAHOMA NATURAL GAS COMPANY
Right-of-Way & Damages Department
Box 871
Tulsa, Oklahoma 74102

BOOK 5401 Pg 1551

FORM 428 (REV. 2-81)

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between Ida May Cravens

#17

hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a Division of ONEOK Inc., a Delaware corporation, hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of \$ 1.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, relay and remove a pipe line, with fittings, tie-overs, cathodic protection equipment and other appurtenant appliances, with the right of ingress and egress to and from the same, over and through certain lands situated in the County of Oklahoma

State of Oklahoma and more particularly identified and described as follows, to-wit: The South 17 feet of the North 50 feet of the East 673.40 feet of the West 1383.40 feet of the NW/4 of Section 32, T14N-R3W.

DOC NUMBER 00137694

TIME 11:22 AM

FEE 8.00

DATE DEC. 2 1985

JERRY DEWIDDY

OKLAHOMA COUNTY CLERK

THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantee is to fully use and enjoy said premises subject to the easement rights hereby granted, but not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantor.

2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.

3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.

4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, the parties may agree to have damages ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 21st day of November, 1985

Ida May Cravens
Ida May Cravens

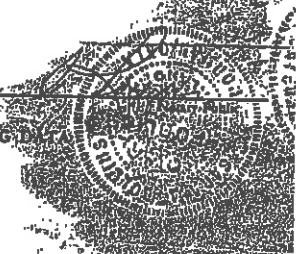
STATE OF Oklahoma)
COUNTY OF Oklahoma) SS.

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 21st day of November, 1985, personally appeared Ida May Cravens to me known to be the identical person who executed the within and foregoing instruments, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

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

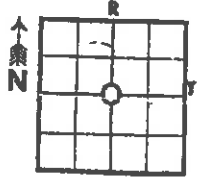
My Commission Expires: Dec 17, 1986

RECORDING



Negotiated by J. J. Lindgren

Line Tran. Serv. J.O. 525-13-13



Entered NP Indexed NP

JJL 41

#18

THE CITY OF OKLAHOMA CITY
OFFICE OF CITY CLERK
228 MUNICIPAL BUILDING
OKLAHOMA CITY, OKLAHOMA 73102
PUD-651

BOOK 737-1258 05003

E 26, 101
EASEMENT

7-28-98
VIII. A. 2.

DOC NUMBER 1998112198
BOOK 737A
PAGE 903-904
TIME 16:16:33
FILING FEE \$10.00
DOC TAX \$0.00
DATE 08/06/98
Carolynn Loustill
Oklahoma County Clerk
RECORDED AND FILED

We BOBBIE MARGO AND FLORA QUILLIAN

for and in consideration of \$1.00 receipt of which is hereby acknowledged, do hereby grant and convey to The City of Oklahoma City, a municipal corporation, a permanent easement 17 feet wide, described as follows:

The south 17 feet of the north 50 feet of the east 357 feet and the east 17 feet of the west 50 feet of the south 2263.80 feet of the west half of the northwest quarter of Section 32, Township 14 North, Range 3 West, Oklahoma City, Oklahoma County, Oklahoma.

for the purpose of establishing, constructing, and maintaining public streets, public improvements, and utilities as may be necessary from time to time, with right of ingress and egress.

TO HAVE AND TO HOLD the same unto the grantee, its successors and assigns forever, and the said property is to be exclusively used for the establishment, construction, and maintenance of public streets, public improvements, and utilities and for no other purposes whatsoever; and should the grantee abandon the above property for the purposes above stated, then the said easement shall revert to the grantors their heirs and assigns herein.

DATED THIS 9th DAY OF JUNE, 19 98.

STATE OF OKLAHOMA)
OKLAHOMA County) SS

Bobbie Margo
BOBBIE MARGO
Flora Quillian
Signature of Grantors FLORA QUILLIAN

Before me, the undersigned, a Notary Public in and for said County and State on this 9th day of JUNE, 19 98, personally appeared BOBBIE MARGO
AND FLORA QUILLIAN

to me known to be the identical persons who executed the within and foregoing instrument and acknowledge to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

PUD-651

BOOK 737-1 PAGE 01004

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

MY COMMISSION EXPIRES:

3/30/02

W. Mankins
NOTARY PUBLIC

DATED THIS 9th DAY OF JUNE, 19 98.

STATE OF OKLAHOMA)
County) SS

Bobbie Margo
BOBBIE MARGO
Flora Quillian
Signature of Grantors FLORA QUILLIAN

Before me, the undersigned, a Notary Public in and for said County and State on this 9th day of JUNE, 19 98, personally appeared BOBBIE MARGO

AND FLORA QUILLIAN
to me known to be the identical persons who executed the within and foregoing instrument and acknowledge 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 of office the day and year last above written.

MY COMMISSION EXPIRES:

3/30/02

W. Mankins
NOTARY PUBLIC

ACCEPTED by the City Council this 28 day of July, 1998.

Heidi D. ...
CITY CLERK

APPROVED as to form this 30th day of June, 1998.

Daniel B. ...
ASSISTANT MUNICIPAL COUNSELOR

#19

EDD: 7649 Page 1733

THE CITY OF OKLAHOMA CITY
OFFICE OF CITY CLERK
208 MUNICIPAL BUILDING
OKLAHOMA CITY, OKLAHOMA 73102

DOC NUMBER 1999115583
BY 74-9 PG 1733-1733
DATE 07/29/99 16:04:54
FILING FEE 420.00
SOC TAX 60.00
CAROLYN CAUDILL
Oklahoma County Clerk
RECORDED AND FILED

Project No.
Address

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT CCDC, INC. for and in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, (does) hereby grant and convey unto THE CITY OF OKLAHOMA CITY, a municipal corporation, a permanent easement over the following described property situated in Oklahoma, County, Oklahoma, to wit:

SEE ATTACHED LEGAL DESCRIPTIONS

for the use of THE CITY OF OKLAHOMA CITY, and TRUSTS of which THE CITY OF OKLAHOMA CITY is sole beneficiary; for the exclusive purpose of construction, maintaining, and operating Sanitary Sewer and other public utilities and appurtenances thereto, over, through and upon the same. Should the grantee abandon the permanent easement and right-of-way for the purposes above stated, then the said easement shall revert to the grantor, its successors and/or assigns.

Dated this 14 day of April, 1999.

Michael Love
CCDC, INC. PRESIDENT

STATE OF _____)
) 49 O.S. (1985) Sec. 119 (IND. ACK)

COUNTY OF _____
This instrument was acknowledged before me on this _____ day of _____, 19____, by

My commission expires _____
NOTARY PUBLIC

STATE OF OKLAHOMA)
) 49 O.S. (1985) Sec. 119 (CORP. ACK)

COUNTY OF OKLAHOMA
This instrument was acknowledged before me on this 14 day of April, 1999, by MICHAEL LOVE, President of CCDC, INC.

My commission expires July 2
Michelle Con
NOTARY PUBLIC



ACCEPTED by the Council of THE CITY OF OKLAHOMA CITY this 29 day of July, 1999

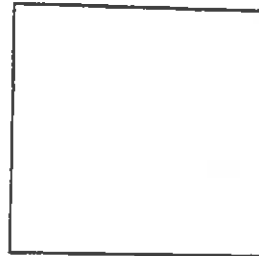
Auson O. Rondall
City Clerk

Auson O. Rondall
Municipal Counselor



251

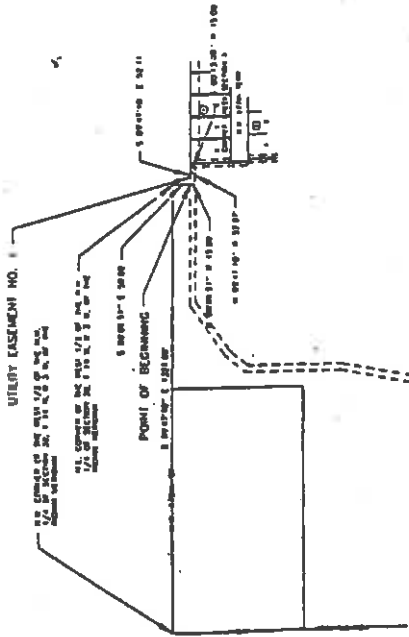
BOOK 7649 PAGE 1734



UTILITY EASEMENT NO. 1

A tract or parcel of land being a part of the East One-half (E 1/2) of the Northwest Quarter (N.W. 1/4) of Section 32, Township 14 North, Range 3 West of the Indian Meridian being more particularly described as follows:

Commencing at the Northwest Corner of said Northwest Quarter (N.W. 1/4); thence S 89°47'10" E along the north line of said Northwest Quarter (N.W. 1/4) for a distance of 1,321.00 feet to the Northeast Corner of the West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4); thence S 00°06'51" E on the east line of said West One-half (W1/2) of the Northwest Quarter (NW1/4) for a distance of 50.00 feet to the Point or Place of Beginning; thence S 89°47'10" E and parallel to the north line of the East One-half (E 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 52.11 feet to a point on the west line of an existing 20 foot utility easement as shown on the recorded plat of Copper Creek Section One (1); thence S 00°13'00" W along the west line of said utility easement for a distance of 15.00 feet; thence N 89°47'10" W and parallel to the north line of said East One-half (E. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 52.07 feet; thence N 00°06'51" W on the east line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 15.00 feet to the Point or Place of Beginning. Said tract contains 0.018 acres more or less.



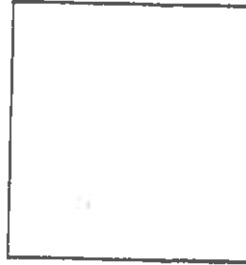
SCALE: 1" = 300'

SEC. 7649 MCGI 1735



FIELD "A"
 cont. CASTLETON 1914

BOOK 7649 PAGE 1736

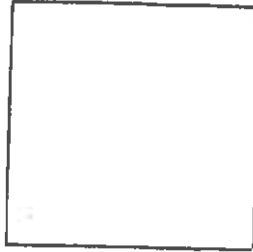


UTILITY EASEMENT NO. 2

A tract or parcel of land being a part of the West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) of Section 32, Township 14 North, Range 3 West of the Indian Meridian being more particularly described as follows:

Commencing at the Northwest Corner of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4); thence S 00°01'57" E along the west line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 2,470.09 feet; thence S 89°47'10" E and parallel with the north line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 1,262.66 feet to the Point or Place of Beginning; thence continuing S 89°47'10" E and parallel with the north line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 10.00 feet; thence N 00°13'00" E for a distance of 396.73 feet; thence N 89°47'10" W and parallel with the north line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 10.00 feet; thence S 00°13'00" W for a distance of 396.73 feet to the Point or Place of Beginning. Said tract contains 0.091 acres more or less.

BOOK 7649 PAGE 1737



SCALE 1" = 300'

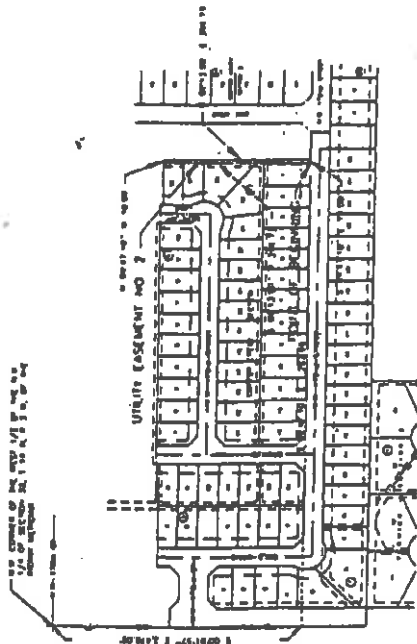
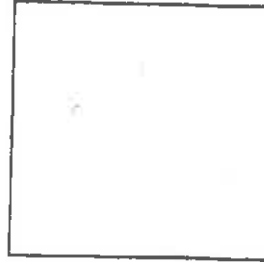


EXHIBIT "B"
UTILITY EASEMENT MAP

6001 7649 P&M 1738



UTILITY EASEMENT NO. 3

A tract or parcel of land being a part of the Northwest Quarter (N.W. 1/4) of Section 32, Township 14 North, Range 3 West of the Indian Meridian being more particularly described as follows:

Commencing at the Northwest Corner of said Northwest Quarter (N.W. 1/4); thence S 00°01'57" E along the west line of said Northwest Quarter (N.W. 1/4) for a distance of 2,643.80 feet to the Southwest Corner of said Northwest Quarter (N.W. 1/4); thence S 89°47'23" E along the south line of said Northwest Quarter (N.W. 1/4) for a distance of 1,301.90 feet to the Point or Place of Beginning; thence N 00°13'00" E for a distance of 15.00 feet; thence S 89°47'23" E and parallel to the south line of said Northwest Quarter (N.W. 1/4) for a distance of 65.00 feet to a point on the west property line of Copper Creek Section Three (3); thence S 00°13'00" W along said west property line of Copper Creek Section Three (3) for a distance of 15.00 feet to the Southwest Corner of Copper Creek Section Three (3) said point being on the south line of said Northwest Quarter (N.W. 1/4); thence N 89°47'23" W along the south line of said Northwest Quarter (N.W. 1/4) for a distance of 65.00 feet to the Point or Place of Beginning. Said tract contains 0.022 acres more or less.

BOOK 7649 PAGE 1739

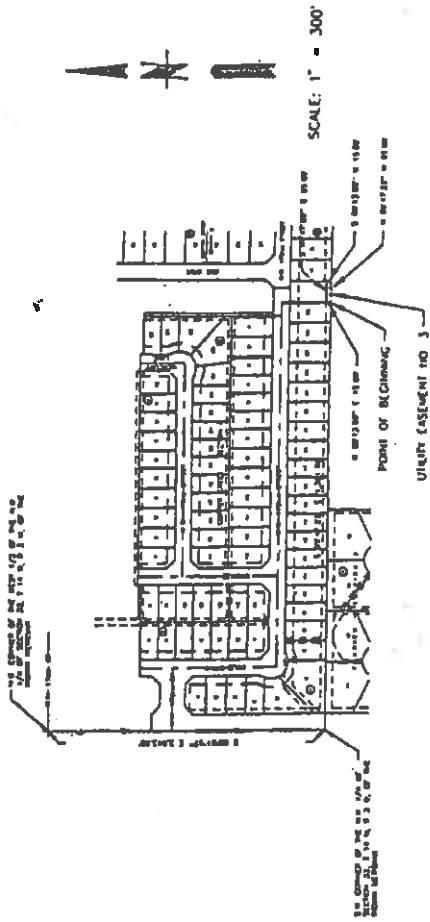
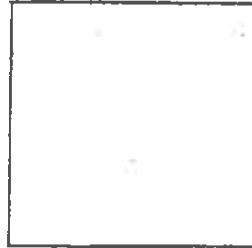


EXHIBIT "C"
SHEET 257 OF 257

#20

BOOK 7803 PAGE 0745

THE CITY OF OKLAHOMA CITY
OFFICE OF CITY CLERK
208 MUNICIPAL BUILDING
OKLAHOMA CITY, OKLAHOMA 73102

REC NUMBER 2000175595
BK 7803 PG 745-745
DATE 03/21/00 13:26:11
FILING FEE 48.00
DOC TAX 60.00
CAROLYNN CRIBELL
Oklahoma County Clerk
RECORDED AND FILED

Project No.
Address V.I.N. 26,372
2-22-00
P-7
PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Robbi Margo and Marvin K. Margo, husband & wife, and Flora C. Quillian and James Quillian, husband & wife for and in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, do(es) hereby grant and convey unto THE CITY OF OKLAHOMA CITY, a municipal corporation, a permanent easement over the following described property situated in Oklahoma County, Oklahoma, to wit: a ten (10') public utility easement across a part of the N.W. 1/4 of Section 32, T.14N. R.3W.1.M., lying west and southwesterly of the following described line: commencing at the S.W. corner of the N.W. 1/4 of Section 32, T.14N. R.3W.1.M., thence S.89°47'23"E. on the south line of said N.W. 1/4, for a distance of 1301.90 feet; thence N.00°13'00"E. for a distance of 148.63 feet; thence N.89°47'10"W. for a distance of 40.00 feet; thence N.00°13'00"E. for a distance 421.73 feet to the point or place of beginning; thence continuing N.00°13'00"E for a distance of 164.13 feet; thence N.44°47'00"W. for a distance of 19.63 feet to point of ending.

for the use of THE CITY OF OKLAHOMA CITY, and TRUSTS of which THE CITY OF OKLAHOMA CITY is sole beneficiary; for the exclusive purpose of construction, maintaining, and operating Sanitary Sewer and other public utilities and appurtenances thereto, over, through and upon the same. Should the grantee abandon the permanent easement and right-of-way for the purposes above stated, then the said easement shall revert to the grantor, its successors and/or assigns.

Dated this 7th day of July, 1999.

Robbie Margo
Robbie Margo, Wife

Marvin K. Margo
Marvin K. Margo, Husband

Flora C. Quillian
Flora C. Quillian, Wife

James Quillian
James Quillian, Husband

STATE OF OKLAHOMA)
49 O.S. (1985) Sec. 119 (IND. ACT)

COUNTY OF OKLAHOMA)
This instrument was acknowledged on this 7th day of JUNE, 1999, by Robbi Margo and Marvin K. Margo, husband & wife and Flora C. Quillian and James Quillian, husband & wife.

My commission expires _____

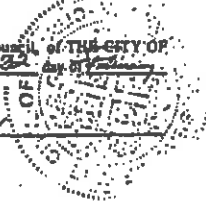


Sara Jordan
NOTARY PUBLIC

APPROVED as to form _____

Susan D. Randall
Municipal Counselor, OKC/AMC

ACCEPTED by the Council of THE CITY OF OKLAHOMA CITY this 21st day of July, 1999.
Carolynn Cribell
City Clerk



#21

BOOK 7803 PAGE 0757

THE CITY OF OKLAHOMA CITY
OFFICE OF CITY CLERK
208 MUNICIPAL BUILDING
OKLAHOMA CITY, OKLAHOMA 73102

DOC NUMBER 2000075601
BK 7803 PG 757-760
DATE 03/23/00 13:26:11
FILING FEE \$14.00
DOC TAX \$0.00
CAROLYN CAUBILL
Oklahoma County Clerk
RECORDED AND FILED

Project No.
Address

Y.N.
2-22-00
py

E 26,580
PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Bobbie Margo and Marvin K. Margo husband & wife and Flora C. Quillian and James Quillian husband & wife for and in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, do(es) hereby grant and convey unto THE CITY OF OKLAHOMA CITY, a municipal corporation, a permanent easement over the following described property situated in Oklahoma County, Oklahoma, to wit:

SEE ATTACHED LEGAL DESCRIPTION

for the use of THE CITY OF OKLAHOMA CITY, and TRUSTS of which THE CITY OF OKLAHOMA CITY is sole beneficiary; for the exclusive purpose of construction, maintaining, and operating Sanitary Sewer and other public utilities and appurtenances thereto, over, through and upon the same. Should the grantor abandon the permanent easement and right-of-way for the purposes above stated, then the said easement shall revert to the grantor, its successors and/or assigns.

Dated this 23 day of June, 1999.

Bobbie Margo
Bobbie Margo, Wife
Flora C. Quillian
Flora C. Quillian, Wife

Marvin K. Margo
Marvin K. Margo, Husband
James Quillian
James Quillian, Husband

STATE OF OKLAHOMA)
) 49 O.S. (1985) Sec. 119 (IND. ACK)

COUNTY OF OKLAHOMA
This instrument was acknowledged before me on this 20 day of June, 1999, by Bobbie Margo and Marvin K. Margo, husband & wife and Flora C. Quillian and James Quillian, husband & wife

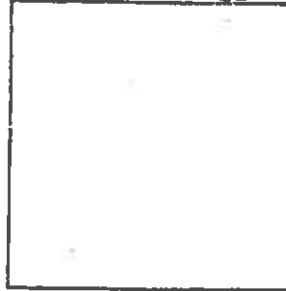
My commission expires July 15, 2000

Theresa A. Carter
NOTARY PUBLIC

APPROVED as to form
Isaac D. Radtke
Municipal Counselor

ACCEPTED by the Council of THE CITY OF OKLAHOMA CITY this 23 day of June, 2000
Thomas P. Stanley
City Clerk

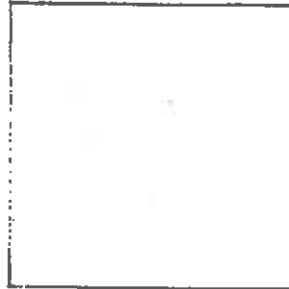
1428



UTILITY EASEMENT NO. 1

A tract or parcel of land being a part of the West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) of Section 32, Township 14 North, Range 3 West of the Indian Meridian being more particularly described as follows:

Commencing at the Northwest Corner of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4); thence S 89°47'10" E along the north line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 1,321.00 feet to the Northeast Corner of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4); thence S 00°06'48" E along the east line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 30.00 feet to the Point or Place of Beginning; thence continuing S 00°06'48" E along the east line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 15.00 feet; thence N 89°47'10" W and parallel to the north line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 331.67 feet; thence S 55°25'57" W for a distance of 181.83 feet; thence S 39°54'55" W for a distance of 69.48 feet; thence S 00°01'57" E and parallel with the West line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 271.13 feet; thence S 11°59'22" W for a distance of 259.90 feet; thence S 18°38'03" W for a distance of 160.23 feet; thence S 00°01'57" E and parallel with the west line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 376.37 feet; thence S 42°28'03" W for a distance of 421.65 feet; thence S 62°58'03" W for a distance of 156.80 feet; thence S 27°01'57" E for a distance of 181.30 feet; thence S 07°23'36" E for a distance of 53.08 feet; thence S 27°01'57" E for a distance of 70.02 feet; thence S 00°01'57" E and parallel with the west line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 251.60 feet; thence S 89°47'10" E and parallel with the north line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 105.00 feet; thence S 00°01'57" E and parallel with the west line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 7.30 feet; thence N 89°47'10" W and parallel with the north line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 125.00 feet; thence N 00°01'57" W and parallel with the west line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 263.23 feet; thence N 27°01'57" W for a distance of 37.99 feet; thence N 7°25'36" W for a distance of 53.08 feet; thence N 27°01'57" W for a distance of 98.70 feet; thence S 62°58'03" W for a distance of 198.72 feet; thence S 00°01'57" E and parallel with the west line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 419.64 feet; thence N 44°54'33" W for a distance of 21.26 feet; thence N 00°01'57" W and parallel with the west line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 419.60 feet; thence N 62°58'03" E for a distance of 373.55 feet; thence N 42°28'03" E for a distance of 410.23 feet; thence N 00°01'57" W and parallel with the west line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 371.88 feet; thence N 18°38'03" E for a distance of 162.34 feet; thence N 11°59'22" E for a distance of 206.63 feet; thence N 00°01'57" W parallel with the west line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 111.30 feet; thence N 89°47'10" W and parallel with the north line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 45.00 feet to a point 710.00 feet east of the West line and 300.00 feet south of the north line of the said West One-half of the Northwest Quarter (N.W. 1/4); thence N 00°01'57" W and parallel with the West line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 15.00 feet; thence S 89°47'10" E and parallel with



the North line of said West One-half (W1/2) of the Northwest Quarter (NW1/4) for a distance of 45.00 feet; thence N 00°01'37" W and parallel with the West line of said West One-half (W1/2) of the Northwest Quarter (NW1/4) for a distance of 149.99 feet; thence N 39°54'55" E for a distance of 79.46 feet; thence N 33°23'57" E for a distance of 182.07 feet; thence S 89°47'10" E and parallel with the north line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 363.05 feet to the Point of Place of Beginning. Said tract contains 1.352 acres more or less.

UTILITY EASEMENT NO. 2

A tract or parcel of land being a part of the West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) of Section 22, Township 14 North, Range 3 West of the Indian Meridian being more particularly described as follows:

Commencing at the Northwest Corner of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4); thence S 89°01'37" E along the west line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 2,065.02 feet; thence S 1°47'10" E and parallel with the north line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 443.00 feet to the Point or Place of Beginning; thence continuing S 89°47'10" E and parallel with the north line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 654.42 feet; thence N 00°13'00" E for a distance of 10.00 feet; thence N 89°47'10" W and parallel with the north line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 654.46 feet; thence S 00°01'37" E and parallel with the west line of said West One-half (W. 1/2) of the Northwest Quarter (N.W. 1/4) for a distance of 10.00 feet to the Point or Place of Beginning. Said tract contains 0.150 acres more or less.

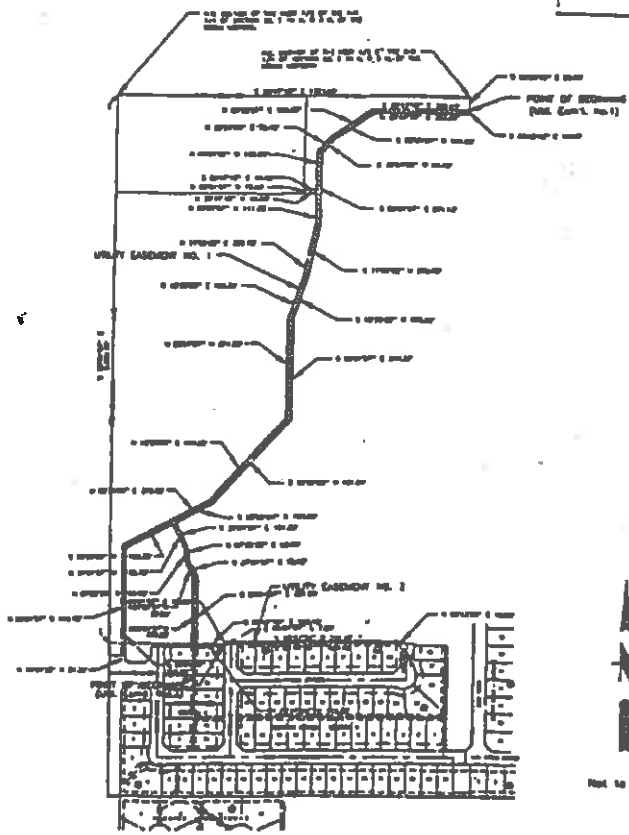
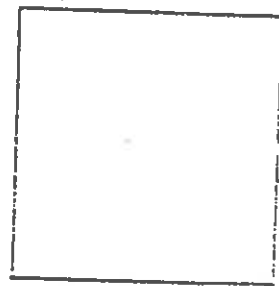
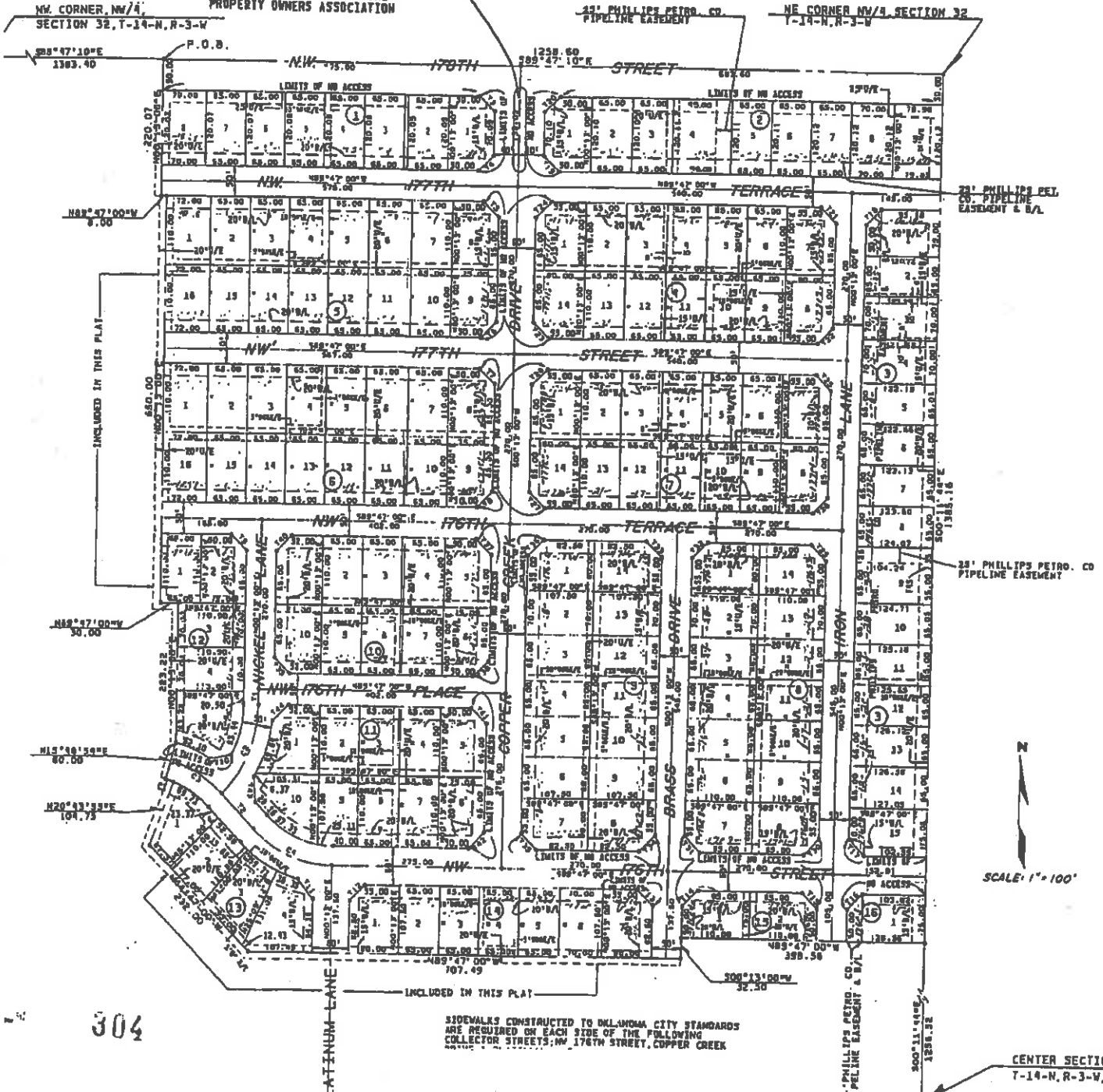


EXHIBIT "A"
UTILITY EASEMENT NO. 1 & 2

COPPER CREEK 1ST ADDITION

THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA
A PART OF THE NW 1/4, SECTION 32, T-14-N, R-3-W, OF THE I.M.

ISLANDS AND/OR MEDIANS ARE PUBLIC RIGHT-OF-WAYS BUT SHALL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION



304

SIDEWALKS CONSTRUCTED TO OKLAHOMA CITY STANDARDS ARE REQUIRED ON EACH SIDE OF THE FOLLOWING COLLECTOR STREETS: NW 178TH STREET, COPPER CREEK

CENTER SECTION 32
7-14-N, R-3-W, I.M.

ENTRY
NUMBER

SOUTHWEST TITLE & TRUST COMPANY

#23

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF COPPER CREEK SIXTH ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, A SUBDIVISION OF A PART OF THE W/2 NW/4 OF SECTION 32, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE 1.M., OKLAHOMA COUNTY, OKLAHOMA

THIS DECLARATION, is made on the date hereinafter set forth by CCDC, Inc., an Oklahoma Corporation and GRR, L.L.C., an Oklahoma Limited Liability Company, hereinafter referred to jointly as "Declarant", "Owner", and "Developer".

WITNESSETH:

WHEREAS, Declarant and Owner are all the owners of certain real property in Oklahoma County, State of Oklahoma, which is more particularly described as follows:

All Lots and Blocks in COPPER CREEK SIXTH ADDITION, Oklahoma County, Oklahoma, according to the recorded plat thereof, in addition to all remaining land classified as Single Family Residential Zoning use under PUD-651, in Oklahoma County, Oklahoma.

NOW THEREFORE, Declarant and Owner hereby declare that all of the property 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 upon all parties having any right, title or interest in the described properties or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

LAND USE RESTRICTIONS

Section 1. Use. The Lots in Copper Creek Sixth Addition shall be used for private residence purposes only. No store or business, no gas or automobile service station, no flat, duplex, or apartment house, though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses, and such dwelling house being designated for occupancy by a single family in its entirety.

Section 2. Nuisance. No noxious for offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

Section 3. Architecture. Complete elevation for any structure proposed to be erected must first be submitted to the Developer and written approval thereof obtained

893950/PAMT 26/58
First American Title & Trust Company
133 N. W. 8th
Oklahoma City, OK 73102

Doc # 2000132591
Rk 7939
Pg 1191-1216
DATE 10/11/00 15:09:31
Filing Fee \$38.00
Ancillary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolyn Candill

1

from the Developer prior to the commencement or any construction upon each and all of the Lots.

Section 4. Size and Height. No building site shall have less than 6,000 square feet. No residence shall have less than 1,500 square feet. All residences shall be limited to two (2) stories and shall have a minimum of 800 square feet on the first floor.

Section 5. Materials.

- (a) Except where the Developer grants the right to deviate from the following requirements, the principle exterior of any residence shall be at least seventy (70%) percent brick or stone, and thirty (30%) percent may be of frame or other materials which will blend together with the brick or stone to be used, but in no event shall a continuing wall consisting of fifty (50%) percent of the exterior of the residence be built of any material other than brick or stone. The principal exterior of any two (2) story residence shall be at least fifty (50%) percent brick or stone and fifty (50%) percent may be of frame or other materials which will blend together with the brick or stone to be used. This restriction is intended to encourage the use of masonry construction on the principal exterior of residences, but may be modified to allow the use of other materials to blend with the environment to eliminate repetition of design. Any deviation from the above must be approved, in advance, and in writing, by the Developer.
- (b) Roofs are to be of wood shingles, wood shakes, clay, tile or asphalt composition roofing which is the color of weathered wood. Residence roofs shall have a minimum pitch of 6/12.
- (c) All fences must be wood and may not exceed six (6) feet in height. All fences must commence at a point not less than five (5) feet behind the front corner(s) of the interior dwelling portion of the house (not garage area), and extend towards the back of the lot. The intent of this Section 5.(c) is that no portion of the front yard shall be fenced. On any corner lot the fence on the side of the house must be a minimum of ten (10) feet away from the curb. All fences mentioned in this Section 5.(c) shall be constructed on or inside platted property lines.
- (d) Foundation construction shall be footing and stem or pier on grade.

Section 6. Plans and Specifications. The complete set of plans, materials, size, use of structure, plot plan, and specifications shall be submitted for written approval in advance of construction.

Section 7. Fencing. All fencing of the following types other than those referred in Section 5.(c) above must be approved in writing in advance of its installation:

- (a) Association fence;
- (b) Public fence;
- (c) Any other fence which could extend beyond the front of any building structure or be taller than the height restriction described in Section 5.(c);
- (d) Adjoining fences.
- (e) Any fence on, adjoining, or running within five feet of the Copper Creek Sixth Addition platted boundaries.

Section 8. Construction Period. Upon commencement of the excavation for construction of any Lot or Lots in this plat, the work must be continuous, weather permitting, until the house, etc. is complete. No delay of construction within a period of twelve (12) months will be permitted, unless further extension for the completion of said house, etc. is given in writing. If no such consent is given, the Developer or its designee may, but shall not be obligated to, complete such construction. No temporary out building, temporary home or other temporary structures shall be placed or erected upon any lot unless approved in writing.

Section 9. Set-Back of Building Structures from Streets. No building structure or part thereof, except as hereinafter provided, shall be erected or maintained on any of the lots nearer to the front street or the side street than the front building limit line or the side building limit line of the aforementioned lots, as shown on said plat.

Section 10. Free Space (Side Set-Back). No part of any building structure on the lots shall be erected nearer than five (5) feet to the side property line except that cornices, spouting, chimneys and ornamental projections may extend two (2) feet nearer said side property line. Any other deviations of side set-backs must have prior written approval.

Section 11. Parking, Storage and Easements.

- (a) No parking and/or storage of trailers, boats and/or other vehicles which are not normally used as everyday transportation will be allowed on streets or lots except where adequate screening has been previously provided which the Developer has given his written approval thereto.
- (b) No commercial vehicles (excepting private passenger type vehicles tagged as commercial, i.e. a Suburban or other Sport Utility vehicle, but not trucks), construction equipment, or like equipment or mobile or stationary trailers of any kind shall be permitted on or near any lot of the subdivision unless kept in a garage completely enclosed. Vehicles used during the home construction phase of this subdivision may be excepted.
- (c) No overnight parking of any trailer, boat, camper or recreational vehicle (RV) is permitted except when it is completely concealed from the view from neighboring lots, roads, or streets.

- (d) Playground equipment may be kept on the premises provided it is in an area totally concealed from the street or streets.
- (e) No temporary or permanent parking of automobiles or other vehicles is permitted in the yard of any lot. Nor may any unoperable automobile or other unoperable vehicle be repaired, parked, or stored on any lot, driveway or street for more than five consecutive calendar days, unless done in an area totally concealed from any street or streets.
- (f) No detached building other than a garage may exceed eight (8) feet in height without prior written approval.
- (g) After the completion of the principle residence, no building material of any kind or character or construction tools or equipment may be stored on any lot unless totally concealed from any street.
- (h) No trash, ashes, vegetation, or other refuse may be thrown or dumped on any lot or vacant lot in the addition. Each owner of a vacant lot is required to keep said lot in presentable condition or the Homeowners Association, after issuance of proper notice, may mow said lot, trim trees, remove trash refuse and levy a lien on said lot for the cost involved.
- (i) All clotheslines, garbage cans, woodpiles, storage piles, trailers, boats and other water vehicles of all types, inoperative vehicles, and equipment, except air conditioning units shall be walled in. No window air conditioning unit may be visible from any street or lot.
- (j) The Developer reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained, in, on, and under the areas indicated on the plat as easements, sewer and other pipelines, conduits, poles and wires, or any other method of conduction for performing any quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.
- (k) No leaching cesspool or septic tank shall be constructed and/or used on any lot in this addition.
- (l) No owner of any lot or lots in this addition shall demand or require the furnishing of electric service through or from overhead wire facilities so long as electric service is available from an underground distribution system and the owner of each lot shall provide the required facilities to take and receive electric service to any improvements erected thereon by means of underground service conductors, installed, owned and maintained in accordance with plans and specifications furnished by the electric service

supplier, leading from the source of supply in the utility reserve to such improvements.

Section 12. Signs, Billboards and Miscellaneous Structures.

- (a) No signs or billboards will be permitted upon this property except those advertising the sale or rental of such property, provided that such signs do not exceed six (6) square feet in area, or those for which written approval has been obtained in advance.
- (b) No miscellaneous structures are allowed on the property without prior written approval. These miscellaneous structures include, but are not limited to, outbuildings (building structures not attached or forming a part of the principal living structure), storage tanks, tool sheds, kennels, pool houses, pergolas, greenhouses, wind powered generators and the concomitant towers, satellite receivers, radio or television towers, antennae or acrials or any other temporary structure, etc. This is not intended to prohibit outbuildings, etc., but only to control the use thereof for the protection of all owners. There is no exception for television antennas that do not exceed six (6) feet in height, until such time as cable television is available. After construction has been completed on the residence, the herein described structures are not permitted unless totally concealed from the street.
- (c) No solar panels or other solar energy devices shall be allowed to extend more than two (2) feet in height from the top of the house. This provision is not intended to prohibit solar panels or solar energy devises but merely to limit the design thereof.

Section 13. General.

- (a) No tank for storage of oil or other fluid may be maintained above the ground on any of these lots.
- (b) No detached structure or building for purely ornamental use is permitted without prior written consent.
- (c) The keeping or housing of poultry, cattle, horses, or other livestock, of any kind or character is prohibited on any lot.
- (d) No garage or outbuilding on any lot shall be used as a residence or living quarters.
- (e) No house or outbuilding shall be moved to any lot from any other locality, without prior written consent. No building or other structure shall be constructed or maintained upon any lot which would in any way impede natural drainage without prior written consent. No grading, scraping,

excavation or other rearranging or puncturing of the surface of any lot shall be commenced which will or may tend to interfere with, encroach upon, or alter, disturb or damage any surface or subsurface utility line, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement.

- (f) No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons or water or combination thereof shall be permitted without prior written consent.
- (g) All small drainage channels, emergency overflow and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority or utility company, shall be the property owner's responsibility; and it shall be the responsibility of the owner to (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow or obstruct or retard the flow of water in the channels or swales, whether they be in easements or contained on the individual property owner's lot, and (b) the property owner shall provide continuous maintenance of the improvements in the easements, or of the channels or swales; except for the improvements for which a public authority, utility company or property owner's maintenance association is responsible.
- (h) No Lot shall be physically split or subdivided into two or more parcels by any means. For the purpose of the preceding sentence, "any means" includes but is not limited to deeds, mortgages or liens, mortgage or lien foreclosures, partition suits or any other means whatsoever.
- (i) All lot owners are required to become members of the Copper Creek Sixth Addition Homeowners Association, and abide by its' rules, regulations, and by-laws.
- (j) The Developer shall be the sole grantor of all written approvals or consents required in these covenants, until such time as Developer assigns in writing to the Homeowner's Association said right to issue written approvals or consent.

Section 14. Right to Enforce. The restrictions herein set forth shall run with the land and bind the present owners, its successors and assigns, and all parties claiming by, through, or under them, shall be taken to hold, agree and covenant with the owners of said Lots, their successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said lots and construction of improvements thereon but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during his, its or their ownership of title to said land, and the owner or owners of any of the above shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce

the observance of the restrictions above set forth in addition to the ordinary legal action for damages; and failure of companies or owner or owners of any other lot or lots shown in this plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter.

Such premises shall be subject to any and all right and privileges which the City of Oklahoma City or the County of Oklahoma may have acquired through dedication or the filing or recording of maps or plats of such premises, as authorized by law, and provided further, that no covenants, conditions, reservations, or restrictions, or acts performed shall be in conflict with any state, county or city zoning, ordinance or law.

NOW THEREFORE, Declarant and Owner hereby create the COPPER CREEK SIXTH ADDITION HOMEOWNERS ASSOCIATION, and declare that all of the property described below shall be subject to the following Specific Provisions, Membership and Voting Rights, Covenant for Assessments, and General Provisions of said Association.

COPPER CREEK SIXTH ADDITION HOMEOWNERS ASSOCIATION

SPECIFIC PROVISIONS

Section 1. **THE ASSOCIATION.** The Association is a non-profit Oklahoma corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws, and this Declaration. Neither the Articles nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The Association, by reference, shall extend to and encompass by membership, all land contained within PUD-651, in Oklahoma County, Oklahoma.

Section 2. **BOARD OF DIRECTORS.** The Association shall have a Board of Directors, as provided in this Declaration. Any action taken pursuant to the rights, powers, and duties granted to the Association by the Declaration, Articles, By-Laws, Copper Creek Sixth Addition Rules and Architectural Rules may be taken by the Association only upon the vote of its board. The affairs of the Association shall be conducted by, and the Association shall act through, its Board and such officers as the Board may elect or appoint, in accordance with the Declaration, the Articles, and the By-Laws, as the same may be amended from time to time. The Association may act only as determined by a majority vote of the Board, except where a vote of more than a majority of the Board is specifically required in this Declaration, the Articles or the By-Laws.

Section 3. **POWERS AND DUTIES OF THE ASSOCIATION.** The Association shall have such rights, powers, and duties as set forth in this Declaration, the Articles and By-Laws, as same may be amended from time to time, which shall include, but not be limited to, the following:

a. **PROPERTY INSURANCE.** The Association may keep any improvements in the Commons insured against loss or damage from such hazards and with such policy limits as it may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage from such hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. Premiums for all insurance carried by the Association shall be common expense included in the assessments made by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property on which the insurance was carried or otherwise utilized as determined by the Association.

b. **LIABILITY INSURANCE.** The Association shall have the power to obtain comprehensive public liability insurance, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable. Insureds may include the Association, the Owners, the Board, the Declarant and managing agents (if any). The premiums for liability insurance are common expenses included in the assessments made by the Association.

c. **OTHER INSURANCE.** The Board, at its option, may elect to cause the Association to obtain one or more blanket insurance policies or umbrella insurance policies, as to one or more of the types of insurance deemed advisable by the Board with such policy limits and insureds as may be determined by the Board. If such policy or policies are obtained, the premiums shall be common expenses paid from the assessments made by the Association.

Section 4. THE COPPER CREEK SIXTH ADDITION RULES. The Association may, from time to time, adopt, amend, repeal, and enforce rules and regulations to be known as the Copper Creek Sixth Addition Rules. The Copper Creek Sixth Addition Rules may restrict and govern the use of any area by any Owner, or by an invitee of such Owner; provided, however, that the Copper Creek Sixth Addition Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles, or By-Laws. A copy of the Copper Creek Sixth Addition Rules, as they may from time to time be adopted, amended, or repealed, shall be available to each Owner.

Section 5. ENFORCEMENT OF RULES. For each violation by an Owner or Owner's invitee of the provisions of this Declaration, the Articles, the By-Laws, the Architectural Rules, or the Copper Creek Sixth Addition Rules, the Board may, upon ten days' written notice, suspend an Owner's voting rights. In addition to the suspension provided herein, the Board may seek an injunction or other redress in a court of law. Any Owner against whom such injunction or redress is sought shall be liable for attorney's fees and costs incurred by the Board on behalf of the Association, and such amounts may be collected in the same manner as assessments as provided herein. Any suspension or injunctive action must be approved by the Board, and all decisions of the Board shall be final. The remedies provided in this paragraph are cumulative and may not be exercised

simultaneously with, and in addition to, the remedies provided in this Declaration for collection of assessments.

Section 6. PERSONAL LIABILITY. No member of the Board, or of any Committee of the Association, or any officers of the Association, or the Manager, shall be personally liable to any Owner or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, the Officers, or any other representative or employee of the Association, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful misconduct.

MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP. Every Owner of a Lot shall be a member of the Association. Every member of the Association agrees to uphold and abide by and under the Declaration of Covenants, Conditions, and Restrictions of Copper Creek Sixth Addition.

Section 2. DIRECTORS. The Association shall have five directors. Declarant shall have the option to appoint two of the five directors at any annual meeting of the members held at a time when Declarant is Owner of one or more Lots. The remaining directors shall be elected by vote of all of the Owners, including the Declarant. If Declarant does not exercise its option to appoint two directors at a particular annual meeting of the members, it may, nonetheless, exercise such option at subsequent annual meetings of the members, provided Declarant is Owner of one or more Lots at the time of such subsequent annual meetings.

Section 3. VOTING. Owners shall vote only by Lot, and each Lot shall have one vote. Fractional votes shall not be allowed. In the event Owners of a Lot are unable to agree among themselves as to how the vote of that Lot shall be cast, they shall lose their right to cast the vote for such Lot on the matter in question. When any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Lot, unless the Owner or Owners are present and object at the time the vote is cast.

Section 4. ELECTION OF DIRECTORS. In any election of the members of the Board, one ballot shall be taken after nominations have been received. Each Lot shall have one vote. The three nominees receiving the highest number of votes shall be deemed elected to the Board. At such time as Declarant is no longer an Owner (or does not exercise its option to appoint two directors), the five nominees receiving the highest number of votes shall be deemed elected to the Board. Any tie votes shall be broken by lottery.

Section 5. RIGHTS OF MEMBERS. Each member shall have such other rights, duties, and obligations as set forth in the Articles, By-Laws, Architectural Rules, and Copper Creek Sixth Addition Rules as same may be amended from time to time.

Section 6. TRANSFERABILITY. The Association membership of an Owner shall be appurtenant to the Lot of said Owner. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of record of ownership to the Owner's Lot and then only to the transferee of ownership to such Lot, or by intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Oklahoma. Any attempt to make a prohibited transfer shall be void. Any transfer of record of ownership to a Lot shall operate to transfer said membership to the new Owner thereof.

Section 7. POWER TO BORROW. The Association may borrow, for Association purposes, but borrowings in the excess of one thousand dollars (\$1,000) of aggregate Association debt shall require the prior approval of at least two-thirds (2/3rds) of the votes of the Lots. No Owner shall be required to become personally obligated on debts of the Association to third parties, unless they do so voluntarily. No debt financing may extend over a period of more than five years. The Association may not mortgage its real estate or improvements, but may pledge its tangible personal property to secure its debts.

COVENANT FOR ASSESSMENTS

Section 1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such assessments as may become applicable to their Lots, as provided below. There is hereby created in favor of the Association the right to claim a lien, with power of sale, on each and every Lot within Copper Creek Sixth Addition to secure payment to the Association of any and all assessments levied against such Lot as provided herein. Each such assessment shall also be the personal obligation of the Owner of such Lot at the time when the assessment was levied against such Lot. The personal obligation for delinquent assessments shall not pass to successor Owners unless expressly assumed by them, but shall remain a lien on such Lot (except as provided in Section 12, below) and the personal obligation of the Owner who was Owner at the time the assessment was made.

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 in the Copper Creek Sixth Addition, for the maintenance and improvement of the Commons, and for maintaining the overall aesthetic beauty of the Copper Creek Sixth Addition, and to cover the cost of the services and materials incidental thereto and incidental to the operation of the Association, including the establishment of reserves for repair and replacement of capital items.

Section 3. COPPER CREEK SIXTH ADDITION AMOUNT OF REGULAR ASSESSMENT. Regular assessments shall be made on an annual basis, and shall be in an equal amount for each and every Lot subject assessment. The maximum regular assessment for the calendar year, 2000, shall be one hundred twenty five dollars (\$125) per Lot. For calendar year 2001, the maximum regular assessment per Lot shall be not in excess of twenty percent (20%) above the maximum regular assessment permissible for the pervious year. For calendar year 2000, and after, the Board may set the regular assessment in any amount per Lot not in excess of the maximum regular assessment for the year for which the assessment is made. The regular assessment per Lot may be set in excess of the maximum only if first recommended by the Board and approved by the votes of two-thirds (2/3rds) of all Lots subject to regular assessments.

Section 4. REGULAR ASSESSMENT OBLIGATION. Lots and the Owners thereof (except for the Declarant and Lots owned by the Declarant) shall be obligated for any regular assessment per Lot made by the Association.

Section 5. SPECIAL ASSESSMENTS. Special assessments are applicable only to all Owners of Improved Lots, and must first be recommended by the Board and then approved by a majority of the votes of all Improved Lots; provided, however, no special assessment may be voted which shall require the Owner of an Improved Lot to pay total special assessments in excess of an amount equal to the maximum regular assessment applicable to such year, unless approved by at least two-thirds (2/3rds) of the votes of all Improved Lots. Special assessments shall be applicable to not more than three calendar years after the date of assessment. Special assessments shall be only for Association purposes, including, but not limited to, defraying the cost of any construction, reconstruction, repair, or replacement of items in or a part of the Commons, and the establishment of reserves for such costs.

Section 6. DATE OF COMMENCEMENT OF ASSESSMENTS; DUE DATES. The regular assessment period shall be the calendar year. The regular assessment shall be established at least ten (10) days in advance of each regular assessment period. Written notice of the regular assessment and each special assessment shall be sent to every Owner subject thereto. The due date (or dates, if made payable in installments) shall be established by the Board. The Association shall, upon demand, and for 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 7. EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Each Owner of any Lot shall be deemed to covenant and agree to the enforcement of the Assessments in the manner herein specified. If any assessment, or installment thereof, is not paid by the due date specified by the Board, the Owner or Owners of the Lot for which the delinquent assessment or installment is unpaid shall lose the right to cast a vote of that Lot in the Association until all amounts due are paid in full. The Association may employ an attorney or attorneys for collection of any delinquent assessment or installment thereof, whether by suit or otherwise, or to enforce

compliance with or for specific performance of the terms and conditions of this Declaration, the Articles, By-Laws, Architectural Rules or Copper Creek Sixth Addition Rules. In addition to any amounts due or any relief for remedy obtained by the Association against an Owner, such Owner agrees to pay the Association its reasonable attorney's fees, plus interest and costs thereby incurred. Any interest provided in this Declaration shall be charged at an annual rate equal to the National Bank of Commerce and Trust Company of Oklahoma City, Oklahoma, prime rate, plus three percent (3%), and shall vary with any changes in said prime rate during the period for which interest is computed. In the event an assessment or installment thereof is not paid when due, and thus becomes a delinquent obligation, or in the event an Owner fails to perform or comply with any other obligation of this Declaration, the Articles, By-Laws, Architectural Rules or Copper Creek Sixth Addition Rules, then (in addition to any other remedies herein or by law or by equity provided) the Association may enforce each such obligation by either or both of the following procedures:

a. **ENFORCEMENT BY SUIT.** The Board may cause a suit to be commenced and maintained in the name of the Association against an Owner to collect such delinquent assessments; to cause a temporary and/or permanent injunction or mandatory injunction to issue for compliance with or perform of said obligation by an Owner and/or his invitees; and to seek damages against an Owner or his invitee for violation of said obligation. Any judgement rendered in favor of the Association in any such action shall include (but not necessarily be limited to) the amount of any delinquency, together with interest thereon from the date of the delinquency at the rate provided above, court costs, and reasonable attorneys' fees in such amount as the court may adjudge against the Owner.

b. **ENFORCEMENT BY LIEN.** The Association may file of record a lien in favor of the Association, against any Lot with a delinquent assessment. Such a lien shall be executed and acknowledged by an officer of the Association, and shall contain substantially the following information:

- (1) The name of the Owner of the Lot with the delinquent assessment;
- (2) The legal description and street address of the Lot against which lien is filed.
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, court costs, and reasonable attorneys' fees, all of which constitute the amount of the lien;
- (4) A recital to the effect that the lien is filed by the Association pursuant to the Declaration. Upon recordation of a duly executed original or copy of such lien, then the lien shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied, and shall have priority over any claim of homestead or other exemption and over all liens, mortgages, Deeds of Trust, or claims or encumbrances created subsequent to the recordation of the lien provided hereby, except only tax liens for real property taxes on any Lot, and assessments on any Lot in favor of any

municipal or governmental assessing unit. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the laws of the State of Oklahoma, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. Each Owner, by becoming an Owner of a Lot in Copper Creek Sixth Addition, hereby expressly waives any objection to the enforcement and foreclosure of this lien substantially in the manner provided herein, or in any other manner provided by law.

Section 12. PRIORITY OF LIEN. The sale or transfer of any Lot pursuant to the foreclosure of any prior lien 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, nor shall the Owner or Owners prior to foreclosure sale or transfer be relieved of his or their personal liability for the assessments unpaid prior to such sale or transfer. Any other sale or transfer of any Lot shall not affect the assessment lien.

IMPROVEMENTS BY DECLARANT

Section 1. IMPROVEMENTS. Declarant shall, at its expense, for the benefit of the Subdivision Plat and Homeowners Association, complete improvements which include a brick perimeter fence along Pennsylvania Avenue and Edmond Road, an entryway fence, a lighted subdivision entry identification sign, and professional landscaping. These improvements shall constitute the "Common Area", or the "Commons". Declarant makes no warranties (implied or otherwise) regarding any improvements in Copper Creek Sixth Addition Commons, but assigns the Association all warranties (if any) made by third parties with respect to said improvements.

Section 2. ADDITIONAL IMPROVEMENTS. Though Declarant has no obligation for additional improvements, Declarant or any other party may, with the consent of the Board and the prior written approval of the Homeowner's Association, build or construct additional improvements, which shall become a part of Copper Creek Sixth Addition Commons and be for the benefit of all Owners.

Section 3. GREENBELT. A greenbelt shall be constructed adjoining the Western boundary of the lands zoned R-1 within PUD-651. This greenbelt may contain water features, water detention areas, drainage ways, natural open space, planted trees and shrubs, lighting, a pedestrian walkway, and recreational structures and facilities. This greenbelt and these improvements shall also become part of the Commons. Declarant makes no warranties (implied or otherwise) regarding any improvements in Copper Creek Sixth Addition Commons, but assigns the Association all warranties (if any) made by third parties with respect to said improvements.

MAINTENANCE BY ASSOCIATION. The improvements and greenbelt constituting the Commons shall be maintained and repaired by the Homeowners Association. The Association may, at any time, as to any part of any Common Area:

- a. Repair, maintain, reconstruct, replace, refinish or complete any Improvement or portion thereof upon any such area in accordance with the last plans thereof approved by the Homeowner's Association; the original plans for the Improvement; or, if neither of the foregoing is applicable and if such Improvement was in existence prior to this Declaration, then in accordance with the original design, finish, or standard of construction of such Improvement as same existed;
- b. Construct, reconstruct, repair, replace, maintain, resurface or refinish any road improvement or surface upon any portion of the Commons, whether used as a road, street, walk, driveway, parking area, footpath, trail, greenbelt or drainage area;
- c. Maintain, remove, replace or treat injured and diseased trees or other vegetation in any common area, and plant trees shrubs, and ground cover to the extent that the Association deems desirable for the conservation of water and soil or for aesthetic purposes;
- d. Place and maintain upon any such area such signs as the Association may deem appropriate for the proper identification, use, and regulation thereof; and,
- e. Do all such other and further acts which the Association deems necessary to maintain, preserve and protect any common area and the beauty thereof, in accordance with the general purposes specified in this Declaration. The Association shall be the sole judge as to the appropriate maintenance, preservation and protection of all grounds within any common area.

DAMAGE OR DESTRUCTION OF THE COMMONS BY OWNERS. In the event any part of the Commons is damaged or destroyed by an Owner or any of an Owner's invitees, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good workmanlike manner in conformance with the original plans and specification of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall be paid by such Owner, upon demand, to the Association, and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

USE BY MOTOR VEHICLES. No motor vehicle of any description, other than vehicles used in maintenance of the Commons, shall be allowed on the unpaved portions of the Commons, except in parking areas (if any) designated in the Copper Creek Sixth Addition Rules, or when specifically authorized by the Board. The Board's right to control the use of any hard-surfaced portion of the Commons shall include but not be limited to, establishing speed limits and parking rules.

REGULATION. The Association shall have the exclusive right to make, promulgate, supplement, amend, change, or revoke the Copper Creek Sixth Addition Rules pertaining to the use and operation of the Commons and all other property within Copper Creek Sixth Addition. All owners shall abide by the Copper Creek Sixth Addition Rules and shall be responsible for all acts of the Owner's invitees.

UNIFORM MAINTENANCE. Declarant, and each Owner of any Lot in Copper Creek Sixth Addition, and the Association, hereby covenant each with the other that any maintenance provided by the Association for the Commons, and the Improvements located thereon, shall be in a substantially uniform manner and to uniform standards consistent with the intent of this Declaration. Such maintenance shall be performed by the Association.

IMPROVEMENTS. No Improvement shall be placed or constructed upon or added to the Commons except with the prior written approval of the Homeowner's Association and the Board, except as otherwise specifically provided herein.

GENERAL PROVISIONS

Section 1. ENFORCEMENT. Any Owner, as well as the Association, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens, charges, and rules now or hereafter imposed by the provisions of this Declaration. Failure by any Owner or the Association to enforce any such restriction, condition, covenant, reservation, lien, charge, or rule now or hereafter contained in the Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY. Every term and provision of this Declaration, and of the Articles, By-Laws, Architectural Rules, and Copper Creek Sixth Addition Rules referenced herein, is intended to be severable. If any such term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of any other of such terms and provisions.

Section 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the Property and each Owner hereof and inure to the benefit of each Owner and the Association from and after the date this Declaration is recorded. All the Owners of at least ninety percent (90%) of the Lots may amend this Declaration at any time. Any such amendment to the Declaration must be recorded.

Section 4. VIOLATIONS AND NUISANCE. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association or any Owner or Owners of Lots within Copper Creek Sixth Addition. However, any other provisions to the contrary notwithstanding,

only the Association, the Board, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of this Declaration.

Section 5. VIOLATION OF LAW. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation, or use of any property within Copper Creek Sixth Addition is hereby declared to be a violation of the Declaration and subject to any or all of the enforcement procedures set forth in said Declaration.

Section 6. REMEDIES CUMULATIVE. Each remedy provided by this Declaration is cumulative and not exclusive.

Section 7. DELIVERY OF NOTICES AND DOCUMENTS. Any written notice or other documents relating to or required by this creation of the COPPER CREEK SIXTH ADDITION HOMEOWNERS ASSOCIATION, may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the Certified United States Mail, postage prepaid, addressed as follows:

If to the Association: c/o the registered agent of Copper Creek
Sixth Addition Homeowners Association,
Inc., an Oklahoma Corporation.

If to an Owner: To the address last furnished by an Owner
to the Association

Provided, however, that any such address may be changed at any time by the party concerned by recording a written notice of change of address and delivering a copy thereof to the registered agent of the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the registered agent of the Association, and shall promptly notify the Association in writing of any subsequent change of address. If no address has been furnished to the Association by an Owner, notice may be given an Owner by posting written notice on the Owner's Lot.

Section 8. RIGHT OF DECLARANT TO ASSIGN. The Declarant, by an appropriate instrument or instruments, may assign or convey to any person, persons or entity any or all of the rights, reservations, easements, and privileges or any one or more of them at any time or times in the same way and manner as provided for in Section 7 of this instrument.

Section 9. THE DECLARATION. By becoming an Owner of a lot, each Owner for himself, or itself, his heirs, personal representatives, successors, transferees, and assigns, becomes bound, accepts and agrees to all of the rights, powers, easements, provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed and granted by this Declaration and any amendments thereof. In addition, each

such Owner by so doing, thereby acknowledges that this Declaration sets forth a general plan for the improvement and development of Copper Creek Sixth Addition and hereby evidences his interest that all rights, powers, easements, provisions, restrictions, conditions, covenants, rules, and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, successors and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various future owners of Lots in Copper Creek Sixth Addition.

Section 10. ENUMERATION OF SPECIFICS. As used in this Declaration, the enumeration of items within a class shall not be deemed to limit the intended expression to those items only, but shall be broadly interpreted to effect the overall intent of this Declaration so that such expression shall include all things which might reasonably fall within such class of items so enumerated and similar or closely related classes, so long as such interpretation is beneficial to and in the furtherance of the purposes of this Declaration.

Section 11. DESCRIPTIVE HEADINGS. Captions and headings contained in this Declaration are for convenience and reference purposes only, and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Declaration or of any provision hereof.

Section 12. OKLAHOMA LAW. The interpretation and enforcement of this Declaration shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the undersigned, being the Declarant, Owner, and Developer herein, have hereto set their hand this 11 day October, 2000.

CCDC, Inc.

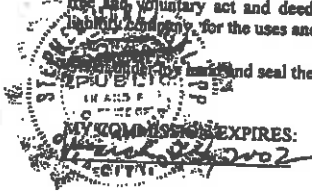
By Michael Love
CCDC, Inc.
Remainder of Lots in
Copper Creek 6th Addition

GRR, L.L.C.

By William P. Jand
GRR, L.L.C., Manager
Lots 27-38 Block 29
Lots 1-5 Block 30 in
Copper Creek 6th Addition

STATE OF OKLAHOMA LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT
COUNTY OF OKLAHOMA

On this 11 day of October, 2000, before me, the undersigned Notary Public in and for the County and State, aforesaid, personally appeared William P. Givitt to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Manager 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 said limited liability company, for the uses and purposes therein set forth.



Steve Mays Klapp
Notary Public

STATE OF OKLAHOMA CORPORATE ACKNOWLEDGEMENT
COUNTY OF OKLAHOMA

On this 11th day of October, 2000, before me, the undersigned Notary Public in and for the County and State, aforesaid, personally appeared Michael Love to me known to be the identical person who signed the name of the maker thereof to the within and 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 said Corporation, for the uses and purposes therein set forth.

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

MY COMMISSION EXPIRES:
July 1, 2003

Fran G. Freels
Notary Public

