

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BRASSWOOD, SECTIONS ONE, TWO (A REPLAT OF SECTION ONE), THREE, FOUR,
FIVE, AND SIX, AN ADDITION TO OKLAHOMA CITY, OKLAHOMA COUNTY,
STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLATS THERETO.**

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF BRASSWOOD, SECTIONS ONE, TWO, THREE, FOUR, FIVE, AND SIX.**

This Amended Declaration is made by the Owners on the date hereinafter set forth for the purpose of making substantive and procedural amendments to the various Declarations correct scrivener's errors contained in the original Declarations, and to compile all Original Declarations into one document.

WITNESSETH

WHEREAS, the Brasswood Addition Sections One, Two, Three, Four, Five, and Six are depicted within the plats filed within the Oklahoma Counts Clerk's Office at Book 53, Page 22; Book 54, Page 87, Book 55, Page 61, Book 55, Page 9, Book 57, Page 93, and Book 57, Page 12 (the Plats), more particularly described on Exhibit A hereto attached and made a part hereof,

WHEREAS, Declarant caused Declarations to be filed for the Brasswood Addition Sections One, Two, Three, Four, Five, and Six at Book 6052, Page 91 on June 1, 1990; Book 6446, Page 197, on June 15, 1993, Book 6564, Page 1028, on February 23, 1994, Book 680, Page 2062, on April 16, 1996.

WHEREAS, the properties have been substantially developed, the Declarant having completely sold or substantially sold all of the platted lots within the Properties.

WHEREAS, the Declarant conveyed the Properties subject to the Original Declarations pursuant to Oklahoma's Real Estate Development Act. (Title 60 O.S. 85 I et. seq). and

WHEREAS, a necessary percentage of owners of Lots within the Properties voted to amend the Original Declarations as provided for herein.

NOW THEREFORE, the Owners hereby declare that the property described above shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, uses and obligations, all of which are declared and agreed to be for the protection of the value of the property and for the benefit of any person having any right, title or interest in the described property and which shall be deemed to run with the land, and shall be a burden and benefit to any persons acquiring such interest, their grantees, successors, heirs, legal representatives and assigns.

**ARTICLE I
DEFINITIONS**

Section 1. "Assessment Schedule" shall means Five Dollars (\$5.00) per month per lot.

Section 2. 'Association.'" shall mean and refer to The Homeowners' Association of Brasswood.

Section 3. 'Board of Directors or 'Board' shall mean and refer to the Board of Director's of the Association, duly elected pursuant to the By-Laws of the Association or appointed by Declarant as therein provided.

Section 4. "By-Laws" shall mean the By-Laws adopted by the Association as amended from time to time.

Section 5. "Common Area" shall mean that property so described on the recorded plat of Brasswood and, in addition, all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area shall be deeded to the Association less and except all oil, gas and other minerals, when 75% of the Lots which will include any new additions platted from the property shown on Exhibit "D" to the Original Declarations.

The Common Areas that consist of all land outside the lots and not dedicated for public use for Streets within Brasswood together with all facilities and improvements placed thereon, and any and all interest which the Association may acquire in adjacent lands, any easements granted to the Association and the Owners and, in general, all perimeter fences and walls, all apparatus and installations existing or hereafter constructed for common use, and all other parts of the properties necessary or convenient to its existence, maintenance and safety, but not including Lots or Dwelling Units herein described, and further excepting and reserving to the Declarant a oil, gas and other minerals in and under the property described on Exhibit 'A1',

Section 6. "Common Area Expenses" shall mean the Owner's pro rata share of the general common expenses including, but not limited to, the Common Area maintenance, repairs, utilities, insurance, management costs, drainways, reserves, capital improvements, assessments, and all other charges which the Association may levy upon the Owners in accordance to this Declaration.

Section 7. "Declarant shall mean RTA Land Development Limited Partnership, an Oklahoma Limited Partnership (hereinafter "RTA"). Any other provision hereof to the contrary notwithstanding, RTA in its capacity as Declarant, hereby authorize and designate Dale E. Case, hereinafter called "the Manager". as Declarant's exclusive agent to act for and on behalf of the Declarant hereunder for any and all purposes and to the same extent as Declarant under all of the terms hereof. Specifically, but not by way of limitation, the Declarant expressly authorizes the Manager to act on its behalf and to exercise his sole discretion with respect to all those consents, approvals, reviews, decisions and other acts specified herein as within the authority of the Declarant until such time as RTA execute a written termination of Manager's authority to act in such a capacity. All notices to be given to Declarant as a member or otherwise hereunder shall be given to Manager as Declarant's agent.

Section 8. "Declaration" shall mean this document of Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Brasswood, as same may be amended from time to time.

Section 9. "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the main residence which it serves, and shall include, but is not limited to, carports, garages, outbuildings, tool sheds, kennels, cabanas, greenhouses, and temporary structures.

Section 10. "Drainway" shall mean and refer to all swales, channels, watercourses, draws, depressions, ditches, whether or not any of these shall constitute recognizable ravines or gorges of any size, and whether natural or artificial, over an in which surface water flows or is meant to flow.

Section 11. "Dwelling Unit" shall mean and refer to the single family residence constructed or to be constructed on each lot and any replacement thereof, including the garage, patio and fence, along with the real property underlying the same as described in the deed to such Dwelling Unit.

Section 12. "Dwelling Unit Exterior" shall mean and refer to the roof, foundation steps, footings, patios, fences, drainways, balconies, crawl spaces and outer surface of exterior walls of the dwelling unit, including, without limitation, those portions which serve more than one Dwelling Unit.

Section 13. "Lots" shall mean an individual lot or any combination of lots as shown on the Plats for Brasswood.

Section 14. "Mortgage" shall mean any mortgage or other security instrument by which a Lot or any part thereof or any structure thereon is encumbered.

Section 15. "Mortgagee" shall mean any person or entity named as the Mortgagee under such Mortgage or any successors or assigns to the interest of such person or entity under such Mortgage,

Section 16. "Owner" shall mean and refer to the record owner of any Dwelling unit whether one or more persons or entities, excluding those having an interest under an encumbrance. Wherever in this Amended Declaration the term, "owner" is used, it shall include and apply to "owner/tenant."

Section 17. "Owner/Tenant" shall mean the one or more persons or entities who, as owner of a leasehold interest in any lot in the Properties and title to the improvements located on the leasehold, or the assignee of the leasehold is entitled of record to possession of any lot which is a part of the Properties.

Section 18. "Party Wall" shall mean the entire wall or fence, including the foundations thereof, which is built as a part of the original improvements on the Lot and is intended to be placed on the boundary line between adjoining lots.

Section 19. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 20. "Properties" shall mean and refer to the property described on Exhibit "A" including all lots and all improvements thereon and thereto. Common Areas, and other real property which Constitute or shall constitute entire project herein created, known as Brasswood.

Section 21. "Rules" shall mean the Rules and Regulations the Association has amended from time to time.

Section 22. "Street" shall mean any street, cul-de-sac, lane, drive-way, avenue, boulevard, court, circle, place, manor, terrace, or other road intended for automobile travel as shown on any recorded subdivision plat of the Properties.

ARTICLE 2 SCOPE OF AMENDED DECLARATION.

Section 1. PROPERTY SUBJECT TO AMENDED DECLARATION. Owners, as the owners of a necessary percentage of fee simple title to the Properties sufficient to amend the Original Declarations, expressly intend to, and by recording this Amended Declaration do hereby, subject the Properties to the provisions of this Amended Declaration, provided that the total development area shall not exceed a number of Dwelling Units equal 10 the number of platted Lots described within the Plats.

Section 2. CONVEYANCES SUBJECT TO AMENDED DECLARATION; REFERENCES IN DEEDS, ETC. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Amended Declaration shall be deemed to be covenants appurtenant, running be binding on any person having at any time an interest or estate in the Properties, and their respective heirs, successors, representatives or assigns. Reference in any deed of Conveyance, lease, mortgage, deed of trust, other evidence of obligation or any other instrument to the provisions of this Amended Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared herein as thoroughly and completely set forth in their entirety in any such document.

Section 3. OWNERS' RIGHTS SUBJECT TO THE PROVISIONS OF THIS AMENDED DECLARATION, Each Owner shall own his Dwelling Unit in fee simple or a land lease for use as a primary single-family residence and shall have full and complete dominion thereof subject to the provisions of this Amended Declaration.

Section 4. STAGED DEVELOPMENT. If applicable Declarant may in Declarant's sole discretion develop additional phases of Brasswood within the area described on Exhibit "D" to the Original Declarations, which may be annexed in the Declarant and made a part of this Amended Declaration without the consent of the Association within 10 years of the date of the first filed Original Declaration, provided that the annexed land shall not be subject to Article 5 of this Amended Declaration dealing with "Use and Other Restrictions". Each additional phase shall be governed by its own use restrictions and covenants which shall be filed of record at the time of development by the Declarant.

ARTICLE 3 PROPERTY RIGHTS

Section 1. OWNERS' NONEXCLUSIVE EASEMENT OF ENJOYMENT: LIMITATIONS, Every Owner and his immediate Family shall have a nonexclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to the lot of such Owner, subject to the following rights:

(a) Association Rights To Use and To Grant Easements. Non-exclusive right and easement of the Association to make such use of the Properties as may be necessary or appropriate for the performance of the duties and functions which it is obligated or permitted to perform under this Amended Declaration. The Association in its sole discretion may from time to time grant easements and rights-of-way on, across, under, and over the Common Area to any Municipal corporation or public utility company or other entity providing water, sewer, gas, electrical, telephone, cable, or other similar Service to the Properties or any other phase or section of Brasswood.

(b) Association Right to Make Rules. The right of the Association to make such reasonable rules regarding the use of the Common Area and facilities located thereon by members and other persons entitled to such use, including members from other phases of Brasswood.

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

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

(e) Other Reserved Rights. The rights reserved in this Amended Declaration to Owners, other persons and the Association.

Section 2. DELEGATION OF USE; NONRESIDENT OWNER. Any owner may delegate his right of enjoyment of the Common Area to the members of his family, to his tenants, to guests or to contract purchasers who may reside in the Dwelling Unit. All such persons shall be subject to the Rules concerning such use.

Section 3. LEASE OF DWELLING UNIT; LEASES IN WRITING AND SUBJECT TO AMENDED DECLARATION; BREACH HEREIN A LEASE DEFAULT. Any owner shall have the right to lease his Dwelling Unit upon such terms and conditions as the Owner may deem advisable, subject to the following. Any such leases shall be in writing and shall provide that the lease is subject to the terms of this Amended Declaration and the Rules. Only an entire Dwelling Unit may be leased, not any portions thereof, and only for single family residential use. Any failure of a lessee to comply with the terms of this Amended Declaration, Articles of Incorporation, or By-Laws of the Association, or the Rules shall be a default under the lease enforceable by the Association.

Section 4, TITLE TO COMMON AREAS. The Common Areas within Brasswood are owned by the Association, the Declarant having conveyed legal title in the Common Areas to the Association by recorded instrument filed in the Oklahoma County Clerk's Office.

Section 5. NON-DEDICATION TO PUBLIC USES. Nothing contained in this Amended Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

ARTICLE 4 EASEMENTS

Section 1, DWELLING UNIT ACCESS EASEMENT. Each Owner shall have a non-exclusive easement in, on and through the Common Area for access to said Owners Dwelling Unit, provided that access by vehicle shall be only over public streets provided thereby.

Section 2. BLANKET EASEMENTS FOR UTILITIES; FOR POLICE, FIRE, ETC., FOR MAINTENANCE AND REPAIR TO COMMON AREA. There is hereby created a blanket easement in, on, through, upon, across, over and under all of the Common Area for ingress and egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to water, sewers, gas, telephones, cable television, and electricity. By virtue of

this easement, it shall be expressly permissible for the electrical and/or telephone company providing service to erect and maintain the necessary poles and other necessary equipment on said Common Area and to affix and maintain electrical and/or telephone wires, circuits, and conduits on, above, across and under the roof and exterior walls of the buildings upon the Common Area. As easement is further granted to all police, fire protection and ambulance personnel, and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association to enter in, onto, above, across or under the Common Area and any Dwelling Unit to perform the duties of maintenance and repair to the Common Area. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Common Area except as approved by the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement, the Association may grant such an easement to the Common Area by a separate recorded instrument without conflicting with the terms hereof and without consent of the Owners being required. The easements provided for in this Article shall in no way affect any other recorded easement to said Common Area.

Section 3. EASEMENTS FOR ENCROACHMENTS. If any part of the Common Area encroaches or shall hereafter encroach upon a Dwelling Unit adjacent thereto, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Dwelling Unit unintentionally encroaches or shall hereafter (whether because of reconstruction settling, shifting or otherwise) encroach upon the Common Area, or upon another Dwelling Unit, the Owner of that encroaching Dwelling Unit shall and does have a continuing easement for such encroachment and for the maintenance of the same until such time as such dwelling unit is removed or replaced.

Section 4. EASEMENTS FOR DRAINAGE. The Association is hereby granted an easement and right of access in, on, and through any Lot for the purposes of maintenance, repair, replacement or construction of Drainways as it deems necessary in order to promote the best and most reasonable flow of surface water across the Properties. Pursuant to said easement, the Association shall have the right to divert, accentuate, or otherwise alter any drainway across any of the Properties.

Sections 5. EASEMENTS DEEMED APPURTENANT The easements and rights herein created for an Owner shall be appurtenant to the Dwelling Unit of that Owner, and all conveyances and instruments affecting title to a Dwelling Unit shall be deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full even though no specific reference to such easements restrictions appears.

ARTICLE 5 USE AND OTHER RESTRICTIONS

Section 1. USE; RESIDENTIAL; NEW CONSTRUCTION. All of the Properties shall be used for residential purposes: for services and activities in conjunction with said residential use: for Dwelling Units- for the maintenance administration of the aforementioned. All structures erected upon the Properties shall be of new construction and none shall be moved from other locations onto the Properties. No more than a number of Dwelling Units equal to the number of platted lots described within the Plats shall be constructed, used, or occupied on the Properties. All Dwelling Units shall contain a minimum of 2,000 square feet of living area, exclusive of garages (except those Dwelling Units existing at the date of filing this Amended Declaration). All Dwelling Units shall be constructed as follows:

(a) All roofs shall be constructed of cedar shingles: or fiberglass shingles which resemble cedar shingles or composition shingles. Composition shingles must be minimum of 300 pounds and color must appear as cedar shingles or as approved by the Manager or Architectural Committee. All composition shingles must be approved.

(b) All houses must have 2 car or larger garages.

(c) Chimneys shall be constructed of brick or stone on three (3) sides, or as approved by the Architectural Committee or Manager,

(d) All residential structures in the addition shall have exterior finishes consisting of not less than fifty percent (50%) brick, stone or stucco veneer and fifty percent (50%) frame or other material which will blend with the type and color of brick, stone or stucco veneer used, It is the intention of this restriction to permit panels of

other materials than brick, stone or stucco to be used but in no event shall a continuing wall consisting of fifty percent (50%) of the exterior of the structure be built of material other than brick, stone or stucco veneer. This restriction is intended to encourage the use of the principal exterior of residences of masonry construction but may be modified to allow the use of other materials to blend with the environment and to eliminate repetition of design and appearance. The Architectural Committee may grant such exceptions to the above limitations which it in its sole discretion shall be deemed to be in the best interests of the appearance of particular sections of the addition.

(e) Any two story residence built in Brasswood Addition shall have a minimum of 1,500 square feet or as approved by the Architectural Committee or the Manager on the first or ground floor.

(f) No miscellaneous structures shall be allowed on any lot or site without the prior written approval of the Architectural Committee. Miscellaneous structures shall include but shall not be limited to: detached garages, out buildings (a structure not attached or forming a part of the main residential structure), storage tool shed, kennel, pool house or cabana, greenhouse, pergola, radio or television tower, antenna or aerial, any temporary structure. This restriction is not intended to prohibit miscellaneous structures but only to control the size, location and appearance of the same in order to protect all owners of all lots or sites.

Section 2. PROHIBITIONS; WASTE; ALTERATIONS OF COMMON AREA OR DWELLING UNIT EXTERIOR. All use and occupancy of the Common Area shall be subject to and governed by the Rules. No damage or waste shall be committed to the properties, No Owner shall alter any of the Common Area or any Dwelling Unit Exterior without the prior written consent of the Manager or Architectural Committee. Nothing shall be done within the Properties which would impair the structural integrity of any improvement located on the Properties.

Section 3. NO IMPERILING OF INSURANCE. Nothing shall be done within the Properties which might result in an increase in the premiums of insurance obtained for an~ portion of the Properties or which might cause cancellation of such insurance. except with the prior written consent of the Board.

Section 4. NUISANCES; OFFENSIVE ACTIVITY; HAZARDOUS ACTIVITY; DUMPING GROUND; GARBAGE STORAGE AND DISPOSAL. No noxious or offensive activity shall be carried on upon the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, No activity shall be conducted on any part of the Properties which is or might be unsafe or hazardous to any person. No part of the Common Area may be used as a dumping ground for garbage, trash, or waste, and the same shall be kept in a clean and sanitary manner. All equipment for the storage or disposal of garbage, trash, and waste shall be kept in a clean and sanitary condition. Garbage, trash or waste disposal shall be made in such a manner as may be established by the Association, and the burning of garbage, trash or waste in outside incinerators, barbecue pits or the like is strictly prohibited.

No vacant lot shall be used for the dumping of ashes, trash, grass clippings or other refuse. Each owner of a vacant lot shall be required to keep it in presentable condition, mowed and free of debris. The Architectural Committee may after thirty (30) days written notice, mailed to the last known address of the owner of any vacant lot, advising such owner of his violation of this restriction, have such vacant lot mowed, trees trimmed, or debris removed and levy the cost thereof as a lien upon such lot by filing written notice of such lien and the amount thereof on the land records of Oklahoma County, State of Oklahoma. and may enforce the same in the manner provided for the enforcement of materialman's liens by the laws of the State of Oklahoma.

Section 5.. SIGNS. No signs, billboards or advertising devices of any nature except 'for sale' signs in compliance with the Rules of the Association shall be erected or maintained on any part of the Properties. The Association may erect signs or notices for identification purposes in accordance with the applicable state and municipal laws or codes.

Section 6. PETS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Properties except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and shall be subject to the rules of any governmental ordinances or laws. Dogs shall be leashed at all times when outside a Dwelling Unit and shall be confined for excretion to such areas as may be designated by the Association. Pets constituting a nuisance may be ordered by the Board to be kept within the Dwelling Unit of the owner or ordered expelled from the Properties. No more than the number of household pets permitted to be kept under Oklahoma City ordinance may be kept in any Dwelling Unit without the written permission of the Association. Any owner who causes any animal to be brought or kept within the Properties shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may

sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefore.

Section 7. TRASH AND UNSIGHTLY USES; ASSOCIATION RIGHT TO ENTER ANI) REMOVE; VIEW FROM COMMON AREA OR DWELLING UNIT. Refuse piles or other unsightly objects and materials shall not be placed or remain upon the Common Area or any Dwelling Unit Exterior. The Association shall have the right to enter upon any Dwelling Unit Exterior and to remove such refuse piles or other unsightly objects and materials at the expense of the Owner, and upon due notice to Owner and failure of Owner to comply with this Section such entry shall not be deemed a trespass. The Association shall make Rules concerning trash, storage and collection, subject to this provision that all trash receptacles shall not be visible from a street except for trash collection days. All clotheslines or drying yards, garbage cans, equipment, coolers, or storage piles shall be located as not to be visible from the Common Area or any other unit within the project.

Section 8. MINERAL EXPLORATION No portion of the Properties shall be used to explore for or to remove any water, soil, hydrocarbons, or other materials of any sort, unless approved by the Manager,

Section 9. TREES, SHRUBS AND WATER; ALTERATION OR OBSTRUCTION OF DRAINWAYS. The removal of trees, shrubs, and other improvements from the Common Area shall be prohibited without the express written approval of the Board. No person shall permit water to be introduced or placed into or on the soil anywhere within the Common Area without the express written approval of the Board. No person other than the Association shall alter any Drainway anywhere on the Properties or permit the same, by act or omission, to become obstructed in any manner, but nothing herein shall relieve any Owner of his duty to maintain Drainways as otherwise provided.

Section 10. PARKING. No motorized vehicle of any type shall be parked or driven anywhere on the Common Area. Unless the vehicle is used for maintenance purposes. No commercial type of vehicle, truck or recreational vehicle shall be parked on the Dwelling Unit driveway unless engaged in transport to or from a building. For purposes of this Amended Declaration, a Recreational Vehicle shall include: motor homes, motor couches, buses, boats, pick-up trucks with camper tops or similar accessories, camping trailers or trailers of any type. Except as hereinafter provided, no unused vehicle shall be stored or parked on the Common Area or on any Dwelling Unit driveway. "Unused vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of one (1) week or longer. A written notice describing the 'unused vehicle' and requesting removal thereof may be personally served upon the Owner, and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Board shall have the right to remove the same without liability to it and the expense thereof shall be charged against the Owner. If such Owner shall be a member of the Association the cost thereof may be added to his regular assessment. No automobile or other vehicle shall be parked in any yard, nor shall any such automobile or other vehicle be repaired, dismantled, rebuilt, or serviced on any lot, driveway, or yard of any lot or site in this addition.

Section 11. MECHANIC'S LIENS. No labor performed or materials furnished with the consent or at the request of Owner, his agent, contractor, or subcontractor shall create any right to file a mechanics lien against the Dwelling Unit of any other Owner who does not consent to or request the same or against any interest in the Common Area. Each contracting or consenting Owner shall indemnify, defend, and hold harmless the Association and each of the other Owner's from the against liability arising from the claim of any lienor against the Dwelling Units for labor performed or for materials furnished at the request of the contracting or consenting Owner, At the written request of any Owner, the Association shall enforce such indemnity by collecting from the contracting or consenting Owner the amount necessary to discharge any such lien and all costs incidental thereto, including attorneys' fees and expenses. Said expenses shall be added to his regular assessment.

Section 12. GARAGE DOORS. Owners shall keep their garage doors closed at all times except when necessary for ingress and egress and all cars are to be parked in the garage.

Section 13. RULES. Every Owner, his guests, members of his family, servants, employees, invitees, lessee and licensees shall adhere strictly to the Rules.

Section 14. UTILITIES. The Owner of each Lot shall provide the required facilities to receive electric service and telephone service leading from the sources of supply to any improvements erected on such Lot by means of underground service conductors installed, owned and maintained by the Owner in accordance with plans and specifications furnished by the suppliers of such services. No Owner shall demand or require the furnishing of such services through or from overhead wiring facilities so long as underground distribution systems are

available.

Section 15. SIDEWALKS. Each Lot shall have a sidewalk furnished by the builder which shall be located in the front of each Lot, and shall be a minimum of 48 inches wide and shall be continuous with each other sidewalk. Sidewalk to be one foot (1') in front of property line continuous with all other sidewalks. Maintenance of the sidewalks will be the responsibility of the Owner.

Section 16. FENCING. All fencing must be approved by Manager or Architectural Committee.

Section 17. MAILBOXES All mailboxes shall be located in the front of each Lot. The design and location of each mailbox shall be approved by the Manager or Architectural Committee.

Section 18. RECREATIONAL VEHICLES, No recreational vehicles shall be stored or parked within any lot.

Section 19. OUT BUILDINGS. All out buildings must be approved by the Manager or Architectural Committee.

Section 20. YARDS. All front yards must be sodded upon completion of a Dwelling Unit.

Section 21. SATELLITE DISHES, No satellite dishes with a diameter greater than one meter in diameter shall be permitted on any lot unless approved by the Manager or Architectural Committee.

Section 22. LOT SPLITS. No Lot may be split within the Properties without prior Architectural Committee approval.

Section 23, LIVESTOCK. The keeping of any poultry, cattle, horses or other livestock of any kind or character is prohibited within the Properties.

Section 24. TANKS. No elevated tanks of any kind shall be erected, placed or permitted on any Unit or Common Elements.

Section 25. WIND POWERED GENERATORS. No wind powered generators shall be allowed on the Properties.

Section 26. IMPROVEMENTS AND ALTERATIONS, PLANS AND SPECIFICATIONS; APPROVAL. No Units, building, fence, wall or other improvements or structure. including mail boxes, shall be commenced, erected, placed, moved or maintained upon the Project, nor shall any exterior addition to or change in any improvement located on the Project be made until the complete plans and specifications showing the precise and exact nature, kind, shape, height, set-back, materials, color and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the Properties by the Architectural Committees more fully described in the By-Laws.

Section 27. SIDE SET BACK. There is hereby created for all lots, or sites, a side Lot set back of not less than five (5) feet.

Section 28, REAR SET BACK. No structure shall be located nearer the rear lot line of any lot or site that the minimum requirement by the City of Oklahoma City or 20 feet, whichever is greater.

Section 29. SETBACK OF BUILDING STRUCTURES. 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, except as shown on said plat. No part of any building structure on the lots shall be erected nearer than five (5) feet to the side property except that cornices, spouting, chimneys and ornamental projections may extend two (2) feet nearer said side properties line. Any other deviation of side setbacks must have the prior written approval of the Architectural Committee. All setbacks must comply with the requirements of the ordinances and subdivision regulations of the City of Oklahoma City.

Section 30. FRONTAGE. Each Lot or site shall be deemed to face the Street on which it has the smaller side, the Architectural Committee may with respect to corner lots designate which side shall be the frontage.

Section 31. ELEVATION. Each main residential structure on any site shall present a pleasing elevation to the street on which it faces and said elevation must be acceptable to the Architectural Committee.

Section 32. FIRE LANES. No fire lane or easement may be eliminated by any subdivision, re-arrangement, combination or treatment.

ARTICLE 6 ARCHETECTURAL CONTROL

Section 1. APPROVAL OF PLANS AND SPECIFICATIONS BY ARCHITECTURAL CONTROL COMMITTEE; FEES. No residence, building, wall, storage, structure, solar panels, satellite disc signal receivers, TV, antenna, radio antenna, awning or fence shall be commenced, erected, placed or altered (including the color thereof) on any Lot until the plans and specifications showing the nature, kind, shape, height, materials and location of such have been submitted to and approved in writing as to quality of workmanship and materials, and conformity and harmony of exterior design with existing structures, and location with respect to existing buildings, topography and finished ground elevation, by an Architectural Committee consisting of those persons appointed by the Board.

Section 2. FAILURE TO APPROVE OR DISAPPROVE. If the said Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing to the Association for consideration by the Architectural Control Committee, such approval will be deemed to have been given.

Section 3. LANDSCAPING, The Architectural Control Committee may require the removal, transplanting or restriction of any landscaping of any owner determined to be or become a nuisance to other Owners or a threat to the structural integrity of any improvement on the Properties.

Section 4. COMMITTEE ADDRESS. All plans and specifications which must be submitted in writing for approval hereunder shall be submitted to said Architectural Control Committee at the address as may hereafter be given in writing to the Owners of the Association or by said Architectural Control Committee.

Section 5. ORGANIZATION; APPOINTMENT BY BOARD; APPOINTMENT BY DECLARANT, STAGGERED MEMBERSHIP; COMPENSATION; REPLACEMENT MEMBERS. The Architectural Control Committee shall consist of three persons appointed by the Board of Director's. Committee members need not be Owners. All Committee members shall have terms of three years. Members of such Architectural Control Committee shall not be entitled to any compensation for services performed. In the event any Committee member shall be removed by the Board, die or resign, the Board shall appoint a replacement to serve out the term of such committee member.

ARTICLE 7 THE ASSOCIATION

Section I. DUTIES AND RESPONSIBILITIES OF THE HOMEOWNERS ASSOCIATION OF BRASSWOOD DEVELOPMENT, OWNER AND MANAGER OF COMMON AREAS. The Association is a non-profit corporation named The } Homeowners Association of Brasswood, the proposed By-Laws of which are attached hereto as Exhibit B, which owns the owner of the Common Area. Any purchaser of a Dwelling Unit shall be deemed to have assented to, ratified, and approved membership within the Association. Said Association shall have the following duties, rights and powers:

(a) Assessment Collection. To collect monthly or periodic assessments, equitably prorated from Owners; to collect delinquent assessments by suit or otherwise and to collect such other assessments as are herein authorized.

(b) Meet Expenses. From funds collected, to provide for maintenance management, insurance, and such other expenses as are enumerated in this Amended Declaration.

(c) Dealing. To lease, acquire and sell real or personal property in pursuance of its obligations.

(d) Entry Into Units. To enter into and upon the Dwelling Units when necessary with as little inconvenience as possible to the occupants concerned in connection with the duties outlined in this Amended Declaration.

(e) Violation Enforcement. To enjoin or seek damages from the Owners for violation of the Amended Declaration, the Articles of Incorporation of the Association the By-Laws or the Rules.

(f) Property Manager Duties; Management, Agreement. To employ workmen, and others; to contract for services to be performed. Including those of a Manager to purchase supplies and equipment; to enter into Contracts: and generally to have the powers of an apartment house or properly manager in connection with the matters herein set forth, except that the Association may not encumber or dispose of the fee title of any Owner except to satisfy a lien award or, judgment, against such Owner for violation of the Owner's covenants imposed by this Amended Declaration. The Association shall not enter into any contract or management agreement for the furnishing of services (other than utility services), materials or supplies, the term of which is in excess of one year; and further provided that any contract or management agreement entered into (excluding those utilities) by the Association shall be terminable by the Association for cause upon thirty (30) days written notice or without cause or payment of a termination fee upon ninety (90) days written notice.

(g) Protect Properties, To protect and defend the Properties from loss and damage by suit or otherwise.

(h) Employ Professionals Audit; Inspection Rights. To employ counsel, attorneys and auditors in connection with legal matters of the Association and in connection with the audit of its books and records, which audit shall be made at least once a year and shall be available to Owners and first mortgagees as hereinafter provided for inspection at the Association office.

(i) Deposit Funds. To deposit funds in the hands of the Board which are not necessary for immediate disbursements in savings accounts of National or State Banks or Savings and Loan institutions earning the standard rate of interest and insured.

(j) File Zoning or Variance Protests. To file legal protests, formal or informal with authorities against the granting by authorities of zoning ordinances or variances as to any property within a reasonable proximity of the Properties which might affect the value of any Owners interest in the Properties.

Section 2. THE BOARD OF DIRECTORS; NUMBER; ELECTION AT ANNUAL MEETING. The Board of Directors shall consist of not less than three individuals, each of whom shall be a voting member, and said Board shall be elected at each annual meeting of the members of the Association as provided in the By-Laws except as provided below.

Section 3. MEMBERSHIP; AUTOMATIC AND MANDATORY; EFFECTIVE DATE OF MEMBERSHIP. Any owner acquiring a fee simple record ownership interest in a Dwelling Unit or any owner/tenant acquiring possession of a Dwelling Unit shall automatically become a member of the Association. Such ownership interest shall be the sole qualification for membership. Upon the sale or transfer of a Dwelling Unit by an Owner, that person's membership shall terminate and shall be automatically transferred to the purchaser or transferee. Membership shall be appurtenant to and may not be separated from ownership. The membership of an Owner shall be effective for all purposes upon the Owners Occupancy of his Unit: provided, however, that any Owner may, prior to Occupancy, voluntarily commence payment of assessments hereunder and thereupon become a member as fully, as of such first payment, as if Occupancy had occurred.

Section 4. VOTING; ONE VOTE PER UNIT; DESIGNATION; BOARD MEMBERSHIP. The Association shall have one class of voting membership.

Class A. 'Class A members' shall be all Owners, Class A members shall be entitled to one (1) vote for each lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 5. INDEMNIFICATION OF MANAGER, EMPLOYEES, DIRECTORS AND OFFICERS; MISFEASANCE OR MALFEASANCE. The Manager, employees of the Association, and each director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of being or having acted as such upon behalf of the Association: provided, that this indemnification shall not apply if the said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, further, that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Association. the foregoing rights of indemnification shall be in addition to and not exclusive of all other gifts to which such person may be entitled.

Section 6, LIMITATION UPON LIABILITY OF ASSOCIATION. Notwithstanding the duty of the Association to maintain and repair parts of the Properties. the Association shall not be liable for injury or damage, other than the normal costs of the maintenance and repair, caused by the conduct of other Owners or persons or by casualties for which insurance pursuant to this Amended Declaration is not required, or for which insurance is not provided by the Association.

ARTICLE 8 ASSESSMENTS

Section 1. ASSESSMENTS; REGULAR AND SPECIAL, PERSONAL OBLIGATION. DUE DATES; PRO-RATA SHARE. Each Owner, by acceptance of a deed, or perma-lease and bill of sale, agrees to pay the Association regular assessments or charges and special assessments, both to be fixed, established and collected from time to time as herein provided on each Lot. Such assessments, together with interest and the cost of collection in the event of delinquency in payment as allowed in Section 4 of this article also shall be the personal obligation of the person who was the Owner, or of the persons jointly and severally who were the Owners at the time when the assessment was made. Payment of the assessments made shall be paid by the Owners to the Association as of the date of closing the original purchase of an Owners Dwelling Unit and prorated if upon a date other than the due date of an assessment and thereafter in monthly or other periodic installments commencing on the first day of each month or period following the closing. The prorata share of assessments of each Owner shall be in accordance with the Assessment Schedule.

Section 2. PURPOSE OF ASSESSMENTS; MANAGEMENT AND MAINTENANCE RESERVES; REPAIRS RESULTING FROM NEGLIGENT ACTS. The assessments levied by the Association shall be used exclusively for the management and maintenance of the Common Area, and for the performance of all other duties and obligations incurred by the Association pursuant to the Amended Declaration, including, but not limited to: the provision of services and facilities related to the use and enjoyment of the Common Area: the maintenance, repair and replacement of underground utilities, drainways, lighting, walkways, (as hereinafter provided): sprinkler systems, landscaping, garbage pickup, water and sewer service, recreational programs: the operation and maintenance of recreational facilities, including personnel necessary for implementation, administration, expenses, working capital, rental and acquisition of or personal property and such expenses as the Association in its opinion, shall determine to be necessary and desirable including the establishment and maintenance of a cash reserve and a sinking fund to all of the foregoing purposes, including, but not limited to, an adequate reserve fund for the maintenance, replacement and repair of those elements of the Common Area which must be replaced on a periodic basis, to be charged against the Owners as part of their regular assessment. In the event repairs are required resulting from negligent acts of an Owner, or the Owner's family, guests, employees, invitees or lessees, the Association shall be reimbursed forthwith by such Owner therefore

Section 3. BASIS OF ASSESSMENTS.

(a) Utility Charges. Water, sewer, electricity, cable television and all other public utility charges incurred in operating, maintaining, repairing, replacing, or administrating the Common Area or offsite facilities, based upon actual charges levied by the respective public utility or municipality.

(b) Common Area Expenses; Special Fees. Maintenance, repair, replacement, administration and operation of the Common Area, all of which expense may take into account any sinking fund established for future expected expenditures. A separate fee may be levied by the Association for participants in a special program, for supplies, for specialized classes, or for special tours, functions or other activities, all of which activities are to be

voluntary only. Such separate fee is not to be considered a Common Area Expense.

(c) Dwelling Unit Exterior Maintenance. Maintenance, repair and replacement of the Dwelling Unit Exteriors (as hereinafter provided).

(d) Individual Assessments. The Association shall have the right to add to any Owner's assessment as provided in this Article those amounts expended by the Association for the benefit of any individual Dwelling Unit and the Owner thereof, for maintenance repairs, and replacements caused by the negligent or willful acts of any Owner, his family, guests, employees, licensees, lessees or invitees,

(e) Levy of Assessments; Estimation of Assessments; Adjustment; Actual Overage and Shortage. During the last month of each calendar year, the Board shall determine the estimated annual assessment payable periodically during the following year by each Owner; provided, however, that said assessments may be adjusted upon a finding of necessity by the Board, but no more than twice in any one year. As soon as practical after the close of each calendar year, actual expenses shall be totaled and any overages or shortages of actual expenses and assessments made shall then be charged or refunded to the Owner.

(f) Non-Exemption, No Owner shall be relieved from payment of any assessment or charge by waiver or suspension of the use of any of the Common Area or by the abandonment or leaving of a Dwelling Unit.

(g) Assessment for Completed Unsold Units. Declarant's obligation on completed un-sold units for regular and special assessments shall accrue as of the date of the sale and permanent loan closing with regard to those units.

Section 4, NON-PAYMENT OF ASSESSMENTS.

(a) Late Charge; Interest; Acceleration; Costs; Attorney Fees, Voluntary Payment By Mortgage. Assessments and fees shall be due and payable on the first day of each month or the first day of the period fixed for payment of the assessment or fees, and shall become delinquent unless paid ten (10) days thereafter. All unpaid assessments and fees shall be subject to a late charge for non-payment as may be determined from time to time by the Board. If such fees or assessments are not paid within thirty (30) days after the due date, they shall bear interest from the date of delinquency at the rate of twenty percent (20%) per annum or other reasonable rate fixed by the Board and uniformly applied. Failure to make payment within thirty (30) days of the due date thereof shall also cause the full amount of such Owner's estimated annual assessment for the remainder of that year to become due and owing at once, at the option of the Board. In the event it shall become necessary for the Board to collect any delinquent assessments or fees, whether by foreclosure of a lien hereinafter created or otherwise, the delinquent Owner shall pay in addition to the assessment and late charge and interest hereinabove provided all costs of collection, including reasonable attorneys fees and costs incurred by the Board in enforcing payment. Any mortgagee holding a lien on a unit may pay, but shall not be required to pay, any unpaid common expenses payable with respect to such unit, and such payment shall not be deemed a waiver by the Association of default by the Unit owner.

(b) Lien; Recording; Foreclosure; Subordinate To Recorded First Mortgage Rental; Possession By Association. The Association is hereby granted a lien against the Owners Dwelling Unit for any payment or payments which the owner fails to make within thirty (30) days after the due date; provided, however, that (1) such lien shall be effective only upon recordation of a notice thereof in the office of the Clerk and Registrar of Deeds of Oklahoma County, State of Oklahoma, and each Owner, by accepting a deed to his Dwelling Unit, designates any one of the officers of the Association or its duly appointed Manager as agent with full revocable power and right to record a notice of said lien in favor of the Association; (2) a lien accruing hereunder shall be foreclosed in the same manner as provided by the laws of real property; and (3) such lien shall be subject and subordinate to and shall not affect the right of a holder of any recorded first mortgage now or hereafter placed on the Dwelling Unit in good faith and for value. The lien hereby given shall also be a lien upon all of the rents and profits of the encumbered Dwelling Unit. In the event of foreclosure, the Owner shall be required to pay reasonable rental to the Association for occupying the same during the period of the foreclosure and, if after the filing of a foreclosure action, the Owners Dwelling Unit is left vacant, the Board may take Possession and rent said Dwelling Unit or apply for the appointment of a receiver for the Dwelling Unit without notice to the Owner. In addition to the lien herein granted, the Board shall have the right to bring an action at law against any Owner who fails to pay any amounts assessed against his Dwelling Unit and obtain a judgment for the amount of the assessment due plus costs as herein provided. The Board shall have the power to bid at the foreclosure sale, and if title is obtained,

hold, lease, mortgage and encumber or convey the same.

(c) Sale Not Release of Lien. Sale or transfer of any interest by an Owner shall not affect or release any lien granted the Association herein

(d) Foreclosure Conveyance Extinguishes Lien; Unpaid Amounts Common Expense; Mortgagee Obtaining Title. In the ease of the conveyance of a Dwelling Unit pursuant to foreclosure proceedings or by deed in lieu of foreclosure such transfer of title shall extinguish the lien for all unpaid assessments made by the Association becoming due before the date of transfer of title or date of first possession, whichever comes first. The amount remaining unpaid with respect to how the lien is extinguished shall be deemed to be a Common Area Expense collectible from all the Owners as such, without prejudice to the right of the Association to recover such amount from the delinquent Owner, where the holder of the first mortgage of record or other purchaser obtains title to the unit as a result of foreclosure of the first mortgage, such acquirer of title shall not be liable for the share of the common expenses or assessments change to such unit which became due prior to acquisition of title to such unit by such acquirer.

ARTICLE 9 MAINTENANCE

Section 1. MAINTENANCE OF THE COMMON AREA. The Association shall provide for the care, operation, management, and repair of the Common Area, without limiting the generality of the foregoing and by way of illustration, the Association shall keep the Common Area in good, clean, attractive and sanitary order and repair; may arrange to be furnished to the Common Area and each of the Dwelling Units water, sewer, electricity, cable television, gas and all other necessary Utility services (Dwelling Units are to be separately metered for any or all of such services, in which event the obligation to pay for such services shall be that of the Owners with respect to their Dwelling Unit); may maintain and replace all or any portion of the landscaping; may provide for rubbish collection; may remove snow, ice and other materials from the Street and walkways; shall keep the Properties safe, attractive and desirable: and may make necessary or desirable alterations or improvements to the Common Area. Nothing herein shall be construed as waiver of any right by the Association to recover for any damage or expense incurred as the result of the willful or negligent action or omission of any person.

Section 2. WILLFUL OR NEGLIGENT ACTS. In the event that any maintenance, repair or other work is required because of the willful or negligent action or lack of' action of ally Owner, his family, guests, tenants, invitees, lessees or licensees and such maintenance repair or other work is not covered or paid for by insurance for the benefit of the Association, the Board may perform such work or cause the same to he performed at such Owners cost and expense and may make an assessment to recover payment thereof against such Owner, provided, except in the event of an emergency, any such Owner shall be given ten (10) days prior notice within which to perform the required maintenance, repair or work.

ARTICLE 10 INSURANCE

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

Section 2. OTHER PERILS. The Association may, in its sole discretion, elect to carry insurance to cover other perils.

Section 3. MORTGAGEE'S RIGHTS; DISTRIBUTION OF INSURANCE PROCEEDS. In the event of substantial damage to, or destruction of any part of the Common Area, any distribution of insurance proceeds hereunder shall be made to the Owners and their respective Mortgagees, as their interests may appear, and no Owner or

other party shall be entitled to priority over the first mortgagee of a Dwelling Unit with respect to any such distribution: provided, however, that nothing in this Section 3 shall be construed to deny the Association the right to apply all such proceeds to repair or replace damaged portions of the Common Area, like Association shall notify the appropriate Mortgagee forthwith whenever damage to tile Common Area exceeds \$10,000.

Section 4. WAIVER. The Association and each Owner hereby Waive and release any and all claims which they may have against any Owner, the Association, its officers, members of the Hoard, its employees and agents, the Declarant and any Manager and its respective employees or agents, for damage to the Properties or to any personal property located on the Properties caused any casualty, to the extent that such damage is covered by file or other form of' casualty insurance,

ARTICLE 11 CONDEMNATION PROCEDURE

Section 1. CONDEMNATION OF COMMON AREA. In the event of a proceeding in condemnation or partial condemnation of any Common Area by any governmental authority authorized so to do, then the proceeds from such condemnation attributable to the Common Area shall be distributed unto the Owners based upon the Assessment Schedule,

ARTICLE 12 DURATION AND AMENDMENTS

Section 1. AMENDMENTS AND REVOCATION; PARTITION, SALE, ENCUMBRANCE OR SUBDIVISION OF COMMON AREA: CONSENT OF FIRST MORTGAGES; RECORDING AMENDMENTS; DECLARANT's RIGHTS. This Amended Declaration shall remain in full force and effect fir as long as the Properties remain as a single family home development. Except as hereinafter provided, the Amended Declaration may not be amended or revoked nor may any Common Area used or held for the benefit of all the Dwelling Units on the Properties be abandoned. partitioned, subdivided, sold, encumbered or transferred except by a vote of Owners representing not less than seventy-five (75%) of all Owners' interests in the Dwelling Units, Such amendments shall be effective only upon the recording of the amendment signed by the Owners representing not less than seventy-five percent (75%) of all the interest in the Dwelling Units. No amendment to this Declaration shall be in conflict with the laws of the State of Oklahoma.

ARTICLE 13 GENERAL PROVISIONS

Section 1. ENFORCEMENT AT LAW OR IN EQUITY; NOTICE TO MORTGAGEE OF UNCURED DEFAULT. The Association, or an owner or Declarant, so long as Declarant has a record interest in the covered property, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Amended Declaration or any amendments hereto, including the right to prevent the violation of any such restrictions, conditions covenants, or reservations and the right to recover damages or other dues for such violation: provided, however, that with respect to assessment lines and Association Rules the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any member to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association or any Owner shall also have the right to enforce the proceedings at law or in equity the provisions of the Articles or By-Laws and any amendments thereto. A first mortgagee upon request, will be entitled to written notification from the homeowners association of any default in the performance by the individual unit borrower of any obligation under the declaration by-laws or rules which is not cured within sixty (60) days.

Section 2. RIGHT TO ASSIGN. The Association by appropriate instrument may assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by it. and upon such assignment or conveyance being made, its assignees or grantees may at their option, exercise transfer or assign such rights, reservations, easements, and privileges, or any one or more of them, at any time in the same way and manner as though directly reserved by them or it in this instrument.

Section 3. INVALIDITY. Any provision of this Declaration invalidated in any manner whatsoever shall not be deemed to affect in any manner the validity, enforceability or effect of the remainder of this Amended Declaration, and in such event, all of the other provisions of this Amended Declaration shall continue in full force and effect as if such invalid provision has never been included herein.

Section 4. CLAIMS. No claim or cause of action shall accrue in favor of any person in the event of the invalidity of any provision of this Amended Declaration or for failure of the Association or Declarant to enforce a provision hereof. This Section may be pleaded as a full bar to the maintenance of any suit, action, or arbitration brought in violation of this provision.

Section 5. WAIVER. No provision contained in this Amended Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

Section 6. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Amended Declaration nor the intent of any provision hereof.

Section 7. GENDER. The use of the masculine gender in this Amended Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa, when the context so requires.

IN WITNESS WHEREOF, the necessary percentage of Owners have caused this Amended Declaration to be executed on the 26th day of April, 2005, as evidenced by the attached Ballots and Proxies.

(our copy not signed)

EXHIBIT "A"
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED WITHIN SECTION EIGHT (8), TOWNSHIP THIRTEEN NORTH (T. 13 N), RANGE THREE WEST (R. 3 W), INDIAN MERIDIAN, OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED WITHIN THE PLATS FOR BRASSWOOD, SECTIONS ONE, TWO (A REPLAT OF SECTION ONE), THREE, FOUR, FIVE, AND SIX, AN ADDITION TO OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLATS THEREOF.