

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CEDAR CREEK. A PLANNED UNIT DEVELOPMENT**

THIS DECLARATION, made this 28th day of January ,2004, by G&H DEVELOPERS LLC, an Oklahoma Limited Liability Company, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain real property located in Norman, Cleveland County, State of Oklahoma, which is more particularly described on Exhibit A, attached hereto and made a part hereof by this reference (the "Property"); and

WHEREAS, Declarant has caused the Property to be platted under the ordinances of the City of Norman under the name of "Cedar Creek, A Planned Unit Development", and intends to create thereon a residential community containing common areas, which will be maintained for the benefit of those living within the community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance and improvement of the common areas and other common facilities now existing or hereafter erected thereon; and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereafter set forth, each and all of which are for the benefit of the Property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the foregoing purposes to create an agency to which should be delegated and assigned the powers of maintaining and administering the common areas and facilities, enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Oklahoma, as a non- profit corporation, Cedar Creek Property Owners Association, for the purpose of exercising the aforementioned functions;

AND Declarant further declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth, which shall run with such real property and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof, and such owner's heirs, devisees, personal representatives, trustees, successors and assigns, such covenants and restrictions being hereby imposed upon such real property and every part thereof as a servitude in favor of each and every other part thereof as the dominant tenement.

**ARTICLE I
DEFINITIONS**

Section 1 The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

1.1 "Architectural Committee" shall have the meaning specified in Section 5.1 below.

1.2 "Certificate" shall mean the Certificate of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma, as same may from time to time be amended.

1.3 "Association" shall mean and refer to Cedar Creek Property Owner's Association.

1.4 "Board" shall mean the Board of Directors of the Association.

1.5 "By-Laws" shall mean the By-Laws of the Association which are or shall be adopted by the Board as such By-Laws may from time to time be amended.

1.6 "Common Areas" shall mean that portion of the Property described on Exhibit B hereto.

1.7 "Declarant" shall mean G&H Developers LLC, an Oklahoma Limited Liability Company.

1.8 "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 not be limited to, carports, garages, outbuildings, tools sheds, kennels, cabanas, greenhouses and any temporary structures.

1.9 "Final Development Plan" shall mean the plan filed with the City of Norman in connection with the approval of the Planned Unit Development for the Property.

1.10 Lot shall mean those tracts of land so designated on the recorded subdivision plat of the Property.

1.11 "Member", "Class A Member" and "Class B Member" shall mean those persons so defined in Section 3.2 below.

1.12 "Owner" shall mean the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure; nor shall such term include any other Person who has an interest merely as security for the performance of an obligation.

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

1.14 "Visible from Neighboring Property" shall mean as to any given object, that such object is visible to a person six feet tall, standing on any part of such neighboring property or on the street right of way at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE II PROPERTY RIGHTS IN COMMON AREAS

Section 2.1 Title to Common Areas. The Declarant may retain the legal title to the Common Areas, subject to easements of record and the rights of the City of Norman over the Right of Way, until such time as Declarant determines to transfer title to all or a portion thereof to the Association. Any transfer of title shall be subject to easements of record and the rights of the City of Norman in the Right of Way.

Section 2.2 Duties of Association. The Association shall control, maintain, repair and improve the Common Areas in a manner which will benefit all Owners, subject, however, to the rights held the City of Norman on a portion of the Common Areas by virtue of the dedication on the plat of the Property.

Section 2.3 Right of Declarant/ Association. The Declarant reserves the right, until title is passed to the Association, to convey to any public agency, authority or utility, easements for drainage or underground utility purposes across any part of the Common Areas. Thereafter, Association shall have this right, so long as the plans for such an easement have been approved by the Architectural Committee.

Section 2.4 Delegation of Use. Any Owner, in accordance with the By-Laws, may delegate his right of enjoyment of the Common Areas to the members of his family, his tenants, or contract purchasers who reside on such Owner's Lot.

ARTICLE III MEMBERSHIP, CLASSES OF MEMBERS, AND VOTING RIGHTS

Section 3.1 Membership. Every owner of a Lot shall be a member (hereafter "Member") of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.2 Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. "Class A Members" shall be all Owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. "Class B Members" shall be the Declarant or any successor to the Declarant, which shall be entitled to three (3) votes for each Lot of which the Declarant is the Owner.

ARTICLE IV ASSESSMENTS

Section 4.1 Covenant for Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner 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: (1) Annual maintenance assessments, and (2) Special assessments for capital improvements, both of which assessments are to be established and collected as hereinafter provided. Such assessments shall be charges upon and shall be continuing liens upon the property against which each such assessment is made, paramount and superior to any homestead or other exemption provided by law, and shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 4.2 Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Areas.

Section 4.3 Annual Assessments. The maximum initial annual assessments shall be as follows:

Class A Member - \$300.00 per year

Class B Member - \$100.00 per year

The amount of the initial assessment shall be determined by the Board not in excess of the maximum provided. After the first year, the Board may increase the annual assessment by no more than ten (10%) percent above the assessment for the previous year. Any increase above ten (10%) percent shall require a two-thirds (2/3) vote of the Members at a meeting duly called for this purpose, written notice of which, setting forth the purpose of the meeting, shall be sent to all Members not less than ten (10) nor more than forty (40) days in advance of the meeting.

Section 4.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year, for the purpose of defraying, in whole or in part, the part of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas; provided that any such assessment shall have the assent of at least two-thirds (2/3) of the Members pursuant to votes cast at a meeting duly called for this purpose, notice of which, setting forth the purpose of the meeting, shall be sent to all Members not less than ten (10) nor more than forty (40) days in advance of the meeting.

Section 4.5 Notice and Quorum for Meetings. Notice of all meetings of the Members of the Association shall be given as provided in the By-Laws. At any meeting of the Members of the Association, the presence at the meeting of Members or written proxies entitled to cast a majority of all of the votes of the Membership shall constitute a quorum; provided, however, that if a quorum is not present at any meeting duly called, the Members present, although less than quorum, may give notice to all Members as required herein for the transaction to be considered at an adjourned meeting, and at the adjourned meeting whatever Members are present shall constitute a quorum.

Section 4.6 Commencement Date of Annual Assessments. The annual maintenance assessments provided for herein shall commence as to all Owners who are Members on the date (which shall be the first day of a month) to be fixed by the Board.

Section 4.7 Credit for Expenditures. Notwithstanding the foregoing, monies expended by the Declarant during any assessment period in improving, maintaining and operating the Common Areas shall be applied as credits to the sums otherwise owed by the Declarant to the Association hereunder as annual maintenance or special assessments for the same period, upon the receipt by the Association of satisfactory evidence thereof from the Declarant. Should the amounts so expended by the Declarant in any assessment period exceed the assessments against the Declarant for that period, the difference shall be carried over and applied as a credit or credits in the succeeding period or periods.

Section 4.8 Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the then current per annum prime rate of the Republic Bank of Norman, Oklahoma, or its successor in interest, plus eight (8%) percent and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of the delinquent assessment the costs of preparing the petition or complaint in the action. Any judgment thereafter obtained shall include interest on the assessment as above provided, and a reasonable attorney fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by the abandonment of his Lot.

Section 4.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any Lot being assessed. Sale or transfer of any Lot shall not affect the assessment lien, provided that the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but further provided that no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.10 Duties of the Board. With respect to assessments, the Board shall:

1. Fix the commencement date for annual assessments against all Lots then owned by the Declarant and against all Lots then owned and occupied by other Owners, and send written notice thereof to all Owners, including Owners of unoccupied Lots, at least thirty (30) days before such commencement date; and
2. Cause the Association to prepare and maintain a roster of Lots, the Owners thereof, the assessments applicable thereto, if any, and the status of the payment thereof, which shall be kept in the office of the Association and which shall be open to inspection by any Owner; and
3. Upon demand at any time furnish any Owner liable for an assessment a certificate in writing signed by an officer of the Association, stating whether said assessment has been paid, or if being paid in installments, whether payments are current. Such certificate shall be conclusive evidence of payment of any assessment or installment thereof which is therein stated to have been paid.

Section 4.11 Exemption from Assessments. All Common Areas are exempt from assessments

ARTICLE V ARCHITECTURAL COMMITTEE

Section 5.1 Review. No building, fence, wall, walk, driveway or other structure or improvement shall be commenced, erected or maintained upon the Property until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the "Architectural Committee", which shall, as used herein, mean either: (a) the Declarant so long as the Declarant is an Owner, or (b) thereafter, the Board or a committee composed of three (3) or more representatives appointed by the Board. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions; provided, however, that in the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any case, if no suit to enjoin the addition, alteration, or change has been commenced prior to the completion thereof, approval will not be required.

Section 5.2 Fees. No fee shall ever be charged by the Architectural Committee or by the Association for the review specified in Section 5.1, or for any waiver or consent provided for herein.

Section 5.3 Proceeding with Work. Upon receipt of approval as provided in Section 5.1, whether in writing or automatically by lapse of time, the Owner shall, as soon as is practicable, satisfy all conditions of such approval, if any, and proceed with the approved work. Unless such work commences within one (1) year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 5.1.

ARTICLE VI PLANNED UNIT DEVELOPMENT

Section 6.1 Final Development Plan Compliance. The Property is being developed pursuant to the City of Norman ordinances and subdivision regulations relating to Planned Unit Developments. In this connection, Declarant has caused to be filed with the City of Norman a Final Development Plan. All construction within the Property, including, but not limited to, the driveways and curb cuts, shall comply with the Final Development Plan and the ordinances and subdivision regulations of the City of Norman, the terms and provisions of which are incorporated herein by this reference.

ARTICLE VII GENERAL RESTRICTIONS

Section 7.1 Land Classification. All Lots within the Property are hereby classified as Single-Family Lots, i.e., each Lot shall be used exclusively for a single family residential dwelling of not to exceed two (2) stories in height and a private garage for not more than two (2) automobiles. No occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any residence or Detached Structure located thereon.

Section 7.2 No Subdividing of Lots. No Lot shall contain more than one (1) single-family residence, unless Lot split approval is obtained from the City of Norman and the Architectural Committee.

Section 7.3 Garages. No garage shall ever be converted into a room or living area. Garages shall be used for the storage of vehicles. Open carports, unless specifically approved by the Architectural Committee, are prohibited. The front of the garages must be a minimum of twenty feet (20') from the front building line. This will allow for sufficient parking.

Section 7.4 New Construction Only. All dwellings shall be of new construction, and no dwelling (new or used) may be moved from another area into the Property. Mobile homes of any kind shall not be allowed to be placed or parked either permanently or temporarily on any Lot.

Section 7.5 Building Limits. No building shall be located on any Lot nearer to a street than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any Lot nearer than fifteen (15) feet to the front lot line, or further than thirty-five (35) feet from the front lot line, or nearer to the rear lot line than permitted by City ordinances, or nearer than five (5) feet to the side lot line. In no event shall the distance between the dwellings be less than ten (10) feet. Roof overhangs are allowed to encroach up to two (2) feet from each adjacent building taking the minimum separation between roof overhangs six (6) feet.

Section 7.6 Easements and Drainage. Reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these utility reserves no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each Lot and all improvements permitted therein shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties but are at a part of the drainage system maintained by public authority or utility company shall be the 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 the flow, or obstruct or retard the flow of surface water in the channels or swales, whether they be in easements or contained on the individual Owner's Lot, (b) provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority or utility company is responsible, and (c) conform to the drainage plan for the Property on file with the City of Norman.

Section 7.7 Landscaping. Each Builder shall install, at their own cost, solid slab sod on the front and side portions of the Owner's Lot. Such solid slab sod shall be installed prior to offering the property as "Complete and For Sale" or occupancy. In addition, a minimum of seven hundred fifty dollars (\$750.00) in plant material shall be installed on each Lot. All Lot Owners shall continuously maintain landscaping with respect to each of their Lots, such as mowing of lawn, planting and maintaining of shrubs and trees.

Section 7.8 Nuisance. No noxious or 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 7.9 Detached Structure. No detached structure shall be allowed on any Lot without the prior written approval of the Architectural Committee. No detached structure shall be used either temporarily or permanently as a residence. No detached structure shall be permitted in any easement reserved for utilities.

Section 7.10 Minimum Square Footage. All dwellings on the Property shall be at least one thousand four hundred (1,400) square feet. This minimum figure is for heated and cooled living space and is exclusive of garages, covered porches and breezeways. If a dwelling is more than one (1) story in height, the ground floor must contain a minimum of one thousand two hundred (1,200) square feet unless approved by Architectural Committee.

Section 7.11 Air Conditioners. No window type air conditioners shall be permitted in dwellings or Detached Structures.

Section 7.12 Trash Receptacles. All trash receptacles shall be kept from view from the streets within the Property by placing them at the rear of the residence or screened from view with a brick or wood wall matching the residence of not less than four (4) feet nor more than six (6) feet in height.

Section 7.13 Utility Lines. All service lines for telephone, cable TV and other utility services shall be kept underground.

Section 7.14 Animals. No animals, fish, reptiles or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Board shall determine, in its sole discretion, whether for the purposes of this Section, a particular animal, fish, reptile or fowl shall be considered to be a house or yard pet, or a nuisance, or whether the number of pets on any Lot is unreasonable, provided, however, that horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder.

Section 7.15 Sign. No signs of any kind shall be displayed to the public view of any Lot except one (1) sign of not more than six (6) square feet advertising the Lot for sale or rent, or signs used by a builder to advertise the Lot during the construction and sales period, or signs placed by Declarant to advertise or identify the Property during development. Nothing herein shall restrict Declarant's right to construct entrance gateways or permanent signs identifying the development.

Section 7.16 Television and Radio Antennas. Television and radio, antennas and satellite dishes shall not be visible from Neighboring Property.

Section 7.17 Solar Equipment. No solar equipment shall be allowed on the exterior of any structure in the Property, unless specifically approved by the Architectural Committee.

Section 7.18 Roof. Roofing materials on all dwellings must be Elk Prestique 30 year "Weatherwood" Architectural laminated shingle and special matching "Z" ridge (Class "A" fire rated), tile or other natural material approved by the Architectural Committee. Roofs must have a minimum pitch of eight (8) to twelve (12). All roof

designs and materials are subject to approval by Architectural Committee.

Section 7.19 Imitation Rock and Exposed Stems. No pre-manufactured and/or pre-formed rock or brick, otherwise known as imitation rock, shall be permitted on the exterior of any structure in the Property. No exposed stems or grade beams will be allowed to face the street on any structure.

Section 7.20 Exterior of Structures. The principal exterior of any structure (consisting of the first ten (10) feet in height) on the Property shall be at least seventy (70%) percent brick or masonry, and the other thirty (30%) percent of the exterior may be of frame, wood, shingles or other material which will blend with the brick or masonry. All chimneys shall be of wood, brick or masonry construction. No exposed steel flue chimneys shall be allowed.

Section 7.21 Vehicles and Storage. No vehicles are to be parked or stored on any Lot or the street adjacent thereto. No boats, trailers or campers are to be parked or stored on any Lot or the street adjacent thereto. Driveways are not to be used for storage areas for such items as boats, trailers, lumber, campers, house trailers, mobile homes, tractors, other agricultural or commercial machinery, airplanes or motor vehicles exceeding 3/4 ton capacity in size ("Trucks"). The continuous parking within the Property of Trucks or delivery vans of any type, or of trucks designed for hauling gasoline or liquefied petroleum products, or of any type or size of truck or other commercial vehicle having an advertising sign or the name of a firm, business or corporation affixed thereon or painted thereon, except station wagons or automobiles, shall be prohibited.

Section 7.22 Vent Pipes. All vent pipes are to be kept at a minimum height and painted to match roof color.

Section 7.23 Storage of Building Materials. No building materials are to be placed or stored on any Lot until construction is to begin, and construction shall be completed within one (1) year from commencement of construction. During construction, the Owner shall provide and use a trash container.

Section 7.24 Usage of Easements. Declarant reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as easements, sewer and other pipelines, conduits, and any other method of conducting or performing any public utility or quasi-public utility function above or beneath the surface of the ground, with the right of access any time to the same for the purpose of repair and maintenance.

Section 7.25 Sidewalk Installation. Each Builder shall install, at Builder's cost, four (4') feet wide and four (4") inch deep concrete sidewalks on the street right of way in front of each Lot, all as required by the ordinances of the City of Norman. Such sidewalks shall be installed at the time of construction of each individual residence, or within one (1) year from the acquisition of the Lot by the Owner, and shall be maintained thereafter by Owners of each Lot. For the purposes of this paragraph, the Declarant is not deemed to be an Owner. In the event the sidewalk in front of a particular Lot is damaged, the Owner of that Lot shall immediately repair or replace it.

Section 7.26 Tree houses and Platforms. No tree houses, platforms in trees, play towers or other similar structures on any Lot shall be visible from Neighboring Property.

Section 7.27 Fences. No fences of any kind shall be installed on any Lot between the front Lot line and the front building set-back line as shown on the plat, nor between the side building line adjacent to the side street and the side street property line, except on corner lots (Lots 1,33,43,49). No chain link fence will be allowed except abutting green belt and that fence must be black in color. There are special fence restrictions for Lots abutting the 32' right of way along the East side of 12th Avenue SE: Lot Owners are not allowed to install plants that would attach themselves to said fencing, brick walls, or columns. Lot Owners are also not allowed to repair, stain, paint or in anyway alter said fencing, brick walls, brick columns or any other structure or equipment previously installed by the Declarant (Repairs and maintenance of these items will be the responsibility of the Cedar Creek Property Owners Association).

Section 7.28 Temporary Structure. No structure of a temporary character, such as a trailer, mobile home, tent, garage, barn or other outbuilding, shall be allowed on any Lot at any time.

Section 7.29 Pool Equipment. No pool equipment, including pumps and heaters, on any Lot shall be visible from Neighboring Property.

Section 7.30 Vacant Lots. No trash, refuse, caves or tree houses are to be place, constructed or stored on any vacant Lot.

Section 7.31 Athletic Equipment. No athletic goals and equipment shall be erected or maintained on any Lot so as to be visible from the street.

Section 7.32 Mailboxes. Mailboxes shall be constructed of a material and style selected by the Architectural Committee. The Architectural Committee shall have the right to determine the location of all mailboxes on the Lot and whether same shall be common or individual.

Section 7.33 Comer Lots. No gates or other penetrations shall be made in the fence which provides the boundary between 12th Avenue SE and the platted Lots.

SECTION VIII GENERAL PROVISIONS

Section 8.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such litigation shall be entitled to the award of a reasonable attorney fee to be paid by the other party.

Section 8.2 Term and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by a vote of ninety (90%) percent of the Members, and thereafter by a vote of seventy-five (75%) percent of the Members. Evidence of the passage of such an amendment shall be the filing by the Secretary of the Association of an affidavit certifying that the amendment passed the requisite vote at a meeting of the Members.

Section 8.3 Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect the remaining provisions, which shall remain in full force and effect.

Section 8.4 Right to Assign. The Declarant, by an appropriate instrument or instruments, may assign or convey to any Person any or all of their rights, reservations, easements and privileges herein reserved by Declarant, 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 anyone or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

IN WITNESS WHEREOF, the Declarant has set its hand and seal this 28th day of January, 2004.

Signed by Donna L. Hayes as Member of G&H Developers, LLC, an Oklahoma Limited Liability Company, and Ben L. Graves, Member and Representative of the Graves Family Investments, LLC

EXHIBIT A (metes and bounds legal description purposely omitted)

EXHIBIT B TO DECLARATION OF COVENANTS COMMON AREAS

Block A and B of Cedar Creek, a Planned Unit Development to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof, and the Right of Way (33' statutory R/W and 32' dedicated R/W together totaling 65') along the east side of 12th Avenue SE adjacent to the West side of Cedar Creek. Certain Common Area Improvements will also be maintained:

- 1) Any walk type bridge that may be installed from Block B to the adjacent dedicated Park Land;
- 2) Paved streets located in Cedar Creek including entrance off 12th Avenue SE;
- 3) Underground and surface drainage structures related to street drainage;
- 4) Landscaping, yard sprinklers and sidewalks installed on the 32' highway easement along the East side of 12th Avenue SE and abutting Cedar Creek;
- 5) Sidewalk along 12th Avenue SE and sidewalks up to entry gates will be installed by Declarant but the maintenance will be the responsibility of the Home Owners Association (City of Norman will be responsible for maintenance of all sidewalks installed on the Right of Way along 12th Avenue SE);
- 6) Entry Security gates and equipment;
- 7) Fencing along 12th Avenue SE will be installed by Declarant but the maintenance of fencing and entryway improvements will be the responsibility of the Home Owners Association;
- 8) Clarification -
 - a) Each individual Lot Owner will be responsible for the installation and maintenance of the sidewalk and driveway approach on or in front of their individual Lot.
 - b) All Sanitary Sewer and Water mains are dedicated to the City of Norman, therefore, all maintenance of said lines falls under the responsibility of the City of Norman.