

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
DEEFIELD HOA**

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KNOW ALL MEN BY THESE PRESENTS :

WHEREAS, FIRST SERVICE CORPORATION, an Oklahoma corporation, hereafter referred to as the "Declarant," is the owner of certain land and improvements in Oklahoma County, Oklahoma, which property is more fully described on the attached Exhibit "A," incorporated herein and made a part hereof for all purposes; and

WHEREAS, Declarant desires to submit the land and improvements constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, 851-858, as amended).

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

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

1.1 "Association" means The Homeowners' Association of Deerfield, Inc., an Oklahoma corporation, its successors and assigns, the Bylaws of which shall govern the administration of this Real Estate Development, the members of which shall be all of the Owners of the 'Lots.

1.2 "Common Elements" means all portions the Real Estate Development other than the platted Lots and other than publicly dedicated portions thereof.

1.3 "Common Expenses" means and includes expenses for the maintenance, replacement, repair, operation, and improvements to the Common Elements; management and administration; and expenses declared Common Expenses by the provisions of this Declaration and the Bylaws of the Association.

1.4 "Declarant" shall mean and refer to First Service Corporation, an Oklahoma corporation, and successors and assigns.

1.5 "Lot" means a portion of the Real Estate Development designated for separate ownership, the boundaries of which are the Lot lines as shown on the recorded plat of the real estate described on Exhibit "A," and includes all improvements contained within said boundaries.

1.6 "Owner" means a person or persons, firm, corporation, partnership, trust, association, or other legal entity, or any combination thereof, who owns one or more Lots.

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

1.8 "Person" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof .

1.9 "Real Estate Development" means the real estate described at Exhibits A and, if and when annexed, "A-I," portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the Owners of those portions, as provided for at 60 O.S. 851, as amended.

1.10 "Rules" shall mean the Rules and Regulations adopted by the Association as amended from time to time.

## 2. Property Rights.

2.1 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 Elements, which shall be appurtenant to and shall pass with the title to the Lot of such Owner, subject to the following rights:

2.1.1 Association Rights to Use and Grant Easements. The nonexclusive right and easement of the Association to make such use of the Real Estate Development as may be necessary or appropriate for the performance of the duties and functions, which it is obligated or permitted to perform under this Declaration. The Association, in its sole discretion, may from time to time grant easements and rights of way on, across, under, and over the Common Elements to any municipal corporation or public utility company, or other entity providing water, sewer, gas, electricity, telephone, cable television, or other similar service to the Real Estate Development. Further, the Association, through its Board of Directors, shall have the authority to negotiate and execute any agreement (s) it deems necessary with regard to neighboring owners' association usage of the common elements adjoining their developments.

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

2.1.2.1 Voting and Use Rights Suspension. To suspend the voting rights and the right of an Owner to use the Common Elements for any period during which any assessment against his Lot remains unpaid.

2.1.3. Borrow Money. The right of the Association, in accordance with its Bylaws, to borrow money for the purpose of improving the common Elements and, in aid thereof, to mortgage said Common Elements .

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

### 2.1.5 Other Reserved Rights. The rights reserved in this

2.2 Delegation of Use. Nonresident Owner. Any Owner may delegate his right of enjoyment of the Common Elements to the members of his family, to his tenants, to his guests, or to contract purchasers who may reside on the Lot. All such persons shall be subject to the Rules concerning such use.

2.3. Title to Common Elements. The Declarant may retain the legal title to the Common Elements or any part thereof until such time as the Declarant has completed improvements thereof and until such time, as in the opinion of the Declarant, the Association is able to maintain the same; but, notwithstanding any provisions herein, the Declarant hereby covenants for itself, its successors and assigns that it shall convey to the Association all of the Common Elements, free and clear of all liens and encumbrances, not later than December 31, 1986.

## 3. Easements

3.1 Lot Access Easement. Each owner shall have a nonexclusive easement in, on, and through the Common Elements for access to said Owner's Lot.

3.2 Blanket Easement for Utilities; For Police, Fire Etc. .For Maintenance and Repair to Common Elements. There is hereby created a blanket easement in, on, through, upon, across, over, and under all of the Common Elements for ingress and egress, installation, replacement, repair, and maintenance of all utilities including, but not limited to, water, sewers, gas, telephones, and electricity. By virtue of this easement, it shall be expressly permissible for the electrical and/or telephone company providing service to erect and maintain the necessary poles and other necessary equipment on said Common Elements and to affix and maintain electrical and/or telephone wires, circuits, and conduits on, above, across, and under the Common Elements. An easement is further granted to all police, fire protection, and ambulance personnel, and all similar persons to enter upon the Common Elements in the performance of their duties. Further, an easement is hereby granted to the Association to enter in, onto, above, across, or under the Common Elements and any Lot to perform the duties of maintenance and repair to the Common Elements. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or re-located on said Common Elements except as approved by Declarant or the Association. Should any utility furnishing a service covered by the general easement therein provided request a specific easement; Declarant or the Association may grant such an easement to the Common Elements by a separately recorded instrument without conflicting with the terms hereof and without consent of the Owners being required. The easements provided for in this paragraph shall in no way affect any other recorded easement to said Common Elements.

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

4. Use and Occupancy Rights to Rent Mortgages Rights to Rent; Leases Subject to Declaration. After the initial sale or transfer of a Lot by Declarant, all such lots shall thereafter be used and occupied only for single-family residence purposes by the Owner, by the Owner's family, the owner's tenants, or the Owner's guests; however, Lots shall not be .rented by the Owners thereof for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days; however, if any mortgagee forecloses on any Lot, said mortgagee shall have the right to rent said Lot upon such terms as it t deems advisable until the Lot is sold. Any lease shall be in writing and shall be subject to the covenants and restrictions contained in this Declaration and further subject to the Bylaws.

4.1 Declarant Right to Rent. Notwithstanding any of the foregoing, the right of Declarant to rent or lease Lots until their initial transfer to an Owner is hereby specifically reserved.

4.2 Declarant Business Office. Model (s) on the Lots. Declarant and its employees, representatives, and agents may maintain a business and sales office, model(s) on the Lots, and other sales facilities necessary or required until all of the Lots are sold.

4.3 Offensive or Noxious Use. The Owner of any Lot shall not use or allow the use of such Lot for any purpose which will be noxious, offensive, or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes, or other such material or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority.

4.4 Mineral Drilling. No drilling or puncturing of the surface for oil, gas, or other minerals or hydro- carbons shall be permitted.

4.5 Livestock. The keeping of any poultry, cattle, horses, or other livestock of any kind or character is prohibited.

4.6 Refuse Storage; Growth. The storage of trash, ashes, or other refuses, accepts in normal receptacles, is prohibited. Weeds, underbrush, or other unsightly growths shall not be permitted to grow or remain on Common Elements. No trash, ashes, or other refuse may be thrown on any other Owner's Lot or in or on the Common Elements.

4.7 Signs and Billboards; Declarant Right. No Signs or billboards shall be permitted on any Lot or Common Element without the prior written consent of the Association; however, this prohibition shall not apply to the Declarant in the initial sale of such Lot.

4.8 Vehicle Parking and Storage; No Street Parking. No trucks, campers, recreational vehicles, motor homes, or large commercial-Vehicle's, and no vehicle in the process of being repaired or otherwise presently inoperable, shall be stored or parked on Common Elements within the Real Estate Development; the operation and parking of all vehicles on the Real Estate Development are subject to the Bylaws, and the rules and regulations of the Association. In no event shall any vehicle be parked on the streets within the Real Estate Development. In violation of city ordinance.

4.9 Tanks. No elevated tanks of any kind shall be erected, placed, or permitted on any Lot or Common Elements.

4.10 Radio or Television Transmit tin or Receiving Device. No radio or television transmitting or receiving device shall be allowed on the exterior of any improvement on any Lot.

4.11 Waste. No waste shall be committed on the Common Elements.

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

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

4.14 Improvements and Alterations; Plans and Specifications. Except for construction by the Declarant, no building, dwelling, fence, wall, or other improvements or structures shall be commenced, erected, placed, moved, or maintained upon the Real Estate Development, nor shall any exterior addition to or change in any improvement located on the Real Estate Development 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 Real Estate Development by the Architectural Control Committee of the Association, as more fully described in the Bylaws.

4.15 Household Pets; Care and Restraint; Limit on Number; Indemnification by Owners. No animal shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No savage or dangerous animal shall be kept. No more than 2 household pets may be kept without written permission of the Association. No pets may be permitted to run loose within the Real Estate Development, and any Owner who causes any animal to be, brought or kept within the Real Estate Development 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 there- for.

4.16 Subdivision of Lots. No Lot within the Real Estate Development may be subdivided or split except with the express written consent of the Board of Directors of the Association and the City of Edmond.

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

6. Administration and Management; Mandatory Membership. The administration and management of this Real Estate Development shall be governed by these Covenants, Conditions, and Restrictions and by the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C." An Owner of a Lot, upon becoming an Owner, shall mandatorily be a member of the Association and shall remain a member for the period of his ownership. The Association shall be governed by a Board of Directors as is provided in the Bylaws of the Association. The Association may employ agents, servants, and employees and any person or firm to act as Managing Agent at any agreed compensation.

7. Records; Inspection by Owners and Mortgages; Notices to Mortgagees.

7.1 Retention. .The Board of Directors shall keep or cause to be kept current certified copies of the recorded Declaration, the executed Bylaws, and the books and records with detailed accounts of the receipts and expenditures affecting the Real Estate Development and its administration and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the regime. The records so kept shall be avail- able for inspection, upon written request, by all Owners, lenders, and the holders, insurers, and guarantors of first mortgages at convenient hours on working days or under other reasonable circumstances.

7.2 Auditing. All records shall be kept in accordance with accepted accountin9 procedures and shall be internally audited at least once a year. Owners and holders, insurers, and guarantors of first mortgages shall be entitled to receive, free of charge upon written request, annual internally audited financial statements of the Association within ninety (90)days following the end of the fiscal year of the Association.

7.3 Notice to Mortgagees. The holder, insurer, or guarantor of the mortgage on any Lot in the Real Estate Development is entitled to timely written notice of:

7.3.1 Any condemnation or casualty loss that affects either a material portion of the Real Estate Development or the Lot securing its mortgage;

7.3.2 Any ninety (90) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage;

7.3.3 A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

7.3.4 Any proposed action that requires the consent of a specified percentage of eligible mort- gage holders to obtain this information, the mortgage holder, insurer, or guarantor must send a written request to the Association, stating both its name and address and the address of the Lot on which it has the mortgage.

8. Reservation for Access, Maintenance, Repair, and Emergencies; Negligence of Owner. The Owners shall have the irrevocable right, to be exercised by the Board of Directors of the Association, or its agent, to have access to each Lot from time to time during reasonable hours as may be necessary for the maintenance or replacement of any of the Common Elements thereon or accessible there from, or for making emergency repairs thereon necessary to prevent damage to the Common Elements or to another Lot or Lots. Damage to the interior or any part of a Lot or Lots resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Elements or as a result of emergency repairs within another Lot, at the instance of the Association, shall

be a Common Expense of all of the Owners; provided, however, if such damage is the result of the misuse or negligence of a Lot Owner, then such Lot Owner shall be responsible and liable for all such damage. All maintenance, repairs, and replacements, as to the Common Elements (unless necessitated by the negligence or misuse of a Lot Owner, in which case such expense shall be charged to such Lot Owner), shall be the Common Expense of all the Owners .

9. Owner's Maintenance and Insurance Responsibility. For purposes of maintenance, repair, alteration, remodeling, and insurance (hazard and liability), an Owner shall be deemed to be responsible for his Lot and all the improvements thereon, including party walls. If, in the opinion of the Board of Directors of the Association, any Owner fails to fulfill his duty and responsibility, the Association may elect to give notice of such fact to the Owner, who shall within twenty-one (21) days of such notice, undertake the repair and maintenance ("Default Maintenance") required to restore said Owner's improvements to a safe, clean, and attractive condition. Should any such Owner fail to fulfill his duty and responsibility after such notice, the Association shall have the right and power to perform such repair and maintenance, and the Owner shall be liable for the costs thereof. If such Owner fails to reimburse the Association for the cost of such repair and maintenance upon receipt of an invoice there for, the amount of such charge shall constitute a lien upon the Lot enforceable as any other mortgage lien, but subordinate to any mortgage lien and any lien securing a construction loan to the Owner.

10. Association's Maintenance and Insurance Responsibility. The association shall be responsible only for the maintenance, repair, alteration, remodeling, and insurance (hazard and liability) of the Common Elements.

11. Complaints with Provisions of Declaration, Bylaws, and Rules and Regulations. Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws of the Association and the rules, regulations, decisions, and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both and for reimbursement of all attorney's fees incurred in connection therewith on all of such amounts at the highest lawful rate, which action shall be maintainable by the Managing Agent or Board of Directors in the name of the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner.

12. Interim Control of Association. Until the first occurring of December 31, 1986, or within one hundred twenty (120) days after the date by which seventy-five percent (75%) (including the Annexed Land) of the Lots have been improved with dwelling units and said dwelling units are inhabited by the Owner or tenant thereof, the Declarant has the option to appoint or elect the Board of Directors. .

13. Revocation or Amendment to Declaration; Approval by Mortgagees. This Declaration shall not be revoked unless all of the Owners and all of the holders of any recorded mortgage or lien covering or affecting any or all of the Lots unanimously consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of eighty percent (80%), or more, of the Common Elements consent and agree to such amendment by instrument(s) duly recorded.

#### 14. Assessment for Common Expenses.

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

14.2) Assessment Due Date. Beginning with the conveyance of each Lot from the Declarant, assessments for the estimated Common Expenses shall be due annually in advance on the first day of each year. In the event the ownership of a Lot commences on a day other than the first day of the year, the assessment for that year shall be prorated.

14.3 Fixing Assessments; Adjustments. For the purpose of fixing and determining the annual assessments or charges, the Board of Directors of the Association shall determine in advance for each calendar year the estimated aggregate amount of such assessments and charges as may be necessary for such year. The Board of Directors may from time to time during each year make reasonable adjustments in said estimated aggregate amount. The estimated aggregate amount for each year's expenses shall be pro rated among the Owners of the Lots in accordance with Exhibit "B".

14.4 Special Assessments for Capital Improvements. In addition to the annual assessments hereof, the Board of Directors may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, .the cost of any construction or reconstruction, unexpected repair, or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto.

14.5 Basis of Common Expenses; Increases. The assessments made for Common Expenses shall be based upon estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations, and improvement responsibility of the Association, which sum may include, but shall not be limited to, expenses of management; taxes and special assessments; insurance premiums; landscaping and care of grounds; common lighting; repairs and renovations; removal of pollutants and trash collections; wages; professional (including legal and accounting) fees; management fees; expenses and liabilities incurred by the Board of Directors on behalf of the Owners under or by reason of this Declaration and the Bylaws of the Association; any deficit arising or any deficit remaining from a previous period; the creation of reasonable contingency funds, reserves, working capital, and sinking funds as well as other costs and expenses relating to the Common Elements .

14.6 Benefit of Assessment or Association Earnings. No part of the assessments or net earnings of the Association s all inure to the benefit of an Lot Owner or individual, except to the extent that Lot Owners receive the benefits from the maintenance, repair, operations, additions, alterations, improvement, and insurance responsibility of the Association.

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

15.1 Non-Exemption from Payment; Board Responsibility to Collect; Interest, Costs, and Attorney Fees; Suit; Notice to Mortgagee. The amount of Common Expenses assessed against each Lot shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Elements or by abandonment of his Lot. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid assessment, which remains unpaid more than fifteen (15) days from the due date for payment thereof. In the event of a default by an Owner in the payment of the assessment, such Owner shall be obligated to pay interest at the rate of fifteen percent (15%), or such higher rate (provided the same shall not be usurious) as the Board of Directors may from time to time determine, per annum on the amount of the assessment from due date there- of, together with all expenses, including attorney's fees, incurred to collect such assessment together with late charges as provided by the Bylaws of the Association. Suit to recover a money judgment for unpaid Common Expenses may be instigated in Oklahoma County, Oklahoma, and may be maintainable without foreclosing or waiving the lien securing it. Additionally, in the event that the mortgage on a Lot should so provide, a default in the payment of an assessment shall be a default in such mortgage and if required by the mortgagee by written notice to the Association, the Board of Directors shall give notice of any default in payment of an assessment to the mortgagee.

15 .2 Unsold Lot Assessments. Declarant shall not be responsible for payment of assessments for any unsold Lots.

15.3 Reserves and Working Capital. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Elements which the Association may be obligated to maintain. The fun shall be maintained our of regular assessments for Common Expenses. Additionally, a working capital fund shall be established for the initial years of the Real Estate Development operation equal to at least a two years' estimated Common Expenses for each Lot. Each Lot's share of the working capital fund shall be collected and transferred to the Association at the time of closing of the sale by Declarant of each Lot and maintained in a segregated account for the use and benefit of the Association.

16. Assessment Lien; Priority; Notice of Lien; Recording; Enforcement; Receiver; Mortgagee May Pay Assessment. All sums assessed but unpaid for the share of Common Expenses chargeable to any Lot, including any fees, late charges, fines, or interest, shall constitute a lien on such Lot prior to all other liens except the following: (1) assessments, liens, and charges for taxes past due and unpaid on the Lot, (2) judgments entered in a Court of Record prior to the date of Common Expense assessment, (3) mortgage instruments of encumbrance duly recorded prior to the date of such assessment, (4) mechanic's and materialmen's liens arising from labor performed or material furnished upon a Lot prior to the date of such assessment, and (5) mechanic's and

materialmen's liens for labor performed or material furnished upon the Common Elements to the extent of the proportionate part chargeable to the Lot Owners, which constitute a part of an assessable charge for Common Expenses, satisfaction of which shall discharge the assessment to the extent of the payment made. To evidence such lien, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot, and the legal description of the Lot. Such a notice shall be signed by one of the Board of Directors or by one of the officers of the Association and shall be recorded in the office of the County Clerk of Oklahoma County, Oklahoma. Such lien for the Common Expenses shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosure of the defaulting Owner's Lot subsequent to the recording of a notice or claim thereof by the Association in like manner as a mortgage on real property. In any such proceedings the Owner shall be required to pay the costs, expenses, and attorney's fees incurred for filing the lien and, in the event of foreclosure proceedings, the additional costs, all expenses and attorney's fees incurred. The Owner of the Lot being foreclosed shall be required to pay to the Association the yearly assessment for the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Lot at foreclosure or other legal sale and ~ acquire and hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the same. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid Common Expenses payable with respect to such Lot, and the Association of default by the Lot Owner shall not deem such payment a waiver.

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

17.1 Assessments, liens, and charges for taxes past due and unpaid on the Lot;

17.2 Judgments entered in a Court of Record prior to the date of Common Expense assessment;

17.3 Mortgage instruments of encumbrance duly recorded prior to the date of such assessments;

17.4 Mechanic's and materialmen's liens arising from labor performed or material furnished upon a Lot prior to the date of such assessment; and

17.5 Mechanic's and materialmen's liens for labor performed or material furnished upon the Common Elements to the extent of the proportionate part chargeable to the Lot Owners which constitute a part of an assessable charge for Common Expenses, the satisfaction of which shall discharge the assessment to the extent of the payment made . In a voluntary conveyance of a Lot, the grantee of the Lot shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Managing Agent or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association, and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

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

19. Insurance. The Association shall continuously carry and maintain, for the Common Elements, casualty and comprehensive general liability insurance as well as fidelity, worker's compensation, directors' and

officers' liability and as applicable flood insurance meeting all of the statutes of the State of Oklahoma and meeting all the regulations and requirements whether present or future of the Federal National Mortgage Association the Federal Home Loan Mortgage Corporation the Federal Housing Administration and the Veterans Administration as long as any loan in the Real Estate Development is as applicable owned insured or guaranteed by any of such entities i.e., the regulations and requirements of any such entity need be met only if such entities owners insures or guarantees one or more loans in the Real Estate Development.

19.1 Insurance for Lot Owners. Each Owner shall be required to obtain insurance at his own expense on his Lot, the improvements thereon, and on all furnishings and decorations and other items of personal property belonging to an Owner. Casualty and Public liability insurance coverage on each Lot are specifically made the responsibility of the Owner thereof.

## 20. Eminent Domain.

20.1 Acquisition of All or Substantial All of a Lot. If a Lot is acquired by eminent-domain, or if part of a Lot is acquired by eminent domain leaving the Lot Owner with a remnant which may not practically or lawfully be Used for any Purpose "permitted by this Declaration, the award must compensate the Lot Owner and mortgage's, if any, as their interest may appear( for the Lot and its Common Element interest, Whether or not any Common Element interest is acquired. Upon acquisition, unless the decree otherwise provides, that Lot's entire Common Element interest, Votes in the Association, and Common Expense liability are automatically reallocated to the remaining Lots in proportion to the respective .interests, Votes, and liabilities of those Lots before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Lot remaining after part of a Lot is taken under this subsection is thereafter a Common Element.

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

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

20.4 Association to Represent Owners. The Association shall represent the Lot Owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Elements, or part thereof. Each Lot owner appoints the Association as attorney-in- fact for such purposes .

21. Registration of Mailing Address of Lot Owners; Association Address; Service Agent. Each Owner shall register his mailing address with the Association, and notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands, or other notices intended to be served upon the Board of Directors of the Association or to the Association shall be sent certified mail, postage prepaid, to 636 Stag Trail, Edmond, OK 73034, Attention: John R. Collin, or at such other address of which the Board may be furnished from time to time or served in person upon the service agent of the Association, John R. Collin, 636 Stag Trail, Edmond, OK 73034.

## 22. Mortgager's Rights

22.1 Notice and Documents to Mortgagee. Each holder, insurer, or guarantor of a first mortgage on any Lot shall, upon written request by such holder, insurer, or guarantor to the Board of Directors of the Association, receive any of the following:

22.1.1 Copies of budgets, notices of assessments, insurance certificates, or any other notices or statements provided under this Declaration by the Association to the Owner of the Lot covered by the mortgage;

22.1.2 Any internally audited or unaudited financial statements of the Association within ninety (90) days following the end of any fiscal year which are prepared for the Association and distributed to the Owners;

22.1.3 Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;

22.1.4 Notice of the decision of the Owners or the Association to make any material amendment to this Declaration, the Bylaws, or the Articles of Incorporation of the Association;

22.1.5 Notice of substantial damage to, destruction of, or casualty loss to any Lot or any part of the Common Elements;

22.1.6 Notice of commencement of any condemnation or eminent domain proceedings with respect to any Lot or any part of the Common Elements;

22.1.7 Notice of any default herein of the holder's, insurer or guarantor's Owner, which is not cured by the Owner within ninety (90) days after the giving of notice by the Association to the Owner of the existence of the default;

22.1.8 A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

22.1.9 Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

22.2 Form of Request. The request of a holder shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association. Failure of the Association to provide any of the foregoing to a holder who has made proper request therefore shall not affect the validity of any action, which is related to any of the foregoing. The Association need not inquire into the validity of any request made by a holder hereunder, and in the event of multiple requests from purported holders of the same Lot, the Association shall honor the most recent request received.

22.3 Protection of Lien of Mortgage. No violation or breach of or failure to comply with any provision of this Declaration and no action to enforce any such provision shall affect, defeat, render invalid, or impair the lien of any mortgage taken in good faith and for value and perfected by recording in the appropriate office, prior to the time of recording in said office of an instrument describing the Lot and listing the name or names of the Owner or Owners thereof and giving notice of such violation, breach, or failure to comply. However, any purchaser on foreclosure or person accepting a deed in lieu thereof shall take title subject to this Declaration.

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

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

22.5.1 The abandonment, alienation, partition, sub-division, release, or transfer of the Co-Elements, except that the consent of mortgagees shall not be required for action by the Association to (i) grant easements -for- utilities and similar or related. Purposes, or (ii) to lease or grant licenses;

22.5.2 The abandonment of the Real Estate Development or the removal of any part or all of the properties, from the provisions of this Declaration; and

22.5.3 By act or omission, the waiver or abandonment of the scheme of regulations of architectural control or the enforcement thereof pertaining to the architectural design or the exterior appearance of improvements on the Lots. And the maintenance of the Common Elements .

23. Period of Ownership. The Real Estate Development created by this Declaration shall continue until this Declaration is revoked in the manner as is provided for in this Declaration.

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

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

26. Party Walls.

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

26.2 Destruction. If a party wall is destroyed or damaged by any casualty, the Owners of Lots abutting such party wall shall jointly restore it substantially to its original form, and they shall contribute equally to the cost of restoration thereof without prejudice, however, to the right of any such Owner to call for a larger contribution from the other Owner under any rules of law regarding liability for negligent or willful acts or omissions. Destruction or damage to any party wall shall not cause the termination of any rights of any of the adjoining Owners thereto, and such Owners will retain those rights herein set forth concerning any reconstruction or replacement of a party wall. Owners of Lots abutting such a party wall are obligated hereby to restore it in its substantially original condition. Notwithstanding any other provisions of this section, an Owner who by his negligent or, willful act causes the party wall to be damaged shall bear the whole cost of repairing such damage and shall diligently prosecute all such repairs and reconstruction. If such Owner shall fail to do so, then any other Owner of a Lot abutting such party wall may do so at the sole cost and expense of the Owner causing such damage. The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors in title.

27. Expandable Nature of the Real Estate Development. The real property described on Exhibit "A-1" may be annexed to and become subject to this Declaration as set forth in this section.

27.1 Development of the Covered Property. Declarant intends to develop the real property shown on Exhibit "A-1"; however, Declarant may elect (a) not to develop all or any part of any such real property, (b) to annex such real property to this Declaration in increments of any size whatsoever, or (c) to develop more than one such increment at any given time and in any given order, and Declarant reserves the right to subject all or any portion of said real property to the plan of this Declaration. Although Declarant shall have the ability to annex the real property described on Exhibit "A-1" as provided in this section, Declarant shall not be obligated to annex all or any portion of such property, and such property shall not become subject to this Declaration unless and until a Supplementary Declaration shall have been executed and recorded, and such Supplementary Declaration shall not be recorded until all intended Common Element improvements on the land to be annexed (which shall be consistent with initial Common Element improvements in terms of quality of construction) are substantially completed.

27.2 Supplementary Declaration. A Supplementary Declaration shall be in writing in recordable form which annexes all or portions of the real property described in Exhibit "A-1" to the plan of this Declaration, incorporates by reference all of the covenants, conditions and restrictions of this Declaration and contains such other provisions as set forth in this Declaration relating to Supplementary Declarations. In no event, however, shall any such Supplementary Declaration or any merger or consolidation revoke, modify, or add to the covenants established by this Declaration within the existing property. However, Declarant shall not execute and record any such Supplementary Declaration pursuant to this section more than seven (7) years subsequent to the recordation of this Declaration.

27.3 Annexation Without Approval. Upon the execution and recordation of a Supplementary Declaration covering all or a portion of the real property described on Exhibit "A-1" said real property and owners therein will become subject to the functions, powers, and jurisdiction of the Association (including assessment obligations and voting rights) without the approval, assent, or vote of the Association or its then existing members. The plan of this Declaration shall be extended to said real property and all of the Owners in said real property shall automatically become members of the Association and entitled to representation in the Association in proportion to the undivided interest in the Common Elements which then appertains to each Owner .

27.4 Contents of Supplementary Declaration. Any supplementary Declaration filed pursuant hereto shall contain the following items:

27.4.1 Description of land to be annexed (the "Annexed Land") and an amended Exhibit "A" created by the annexation.

27.4.2 The Lot designation of each Lot located in the Annexed Land and any other data necessary for its proper identification.

27.4.3 A statement of the percentage of interest in the Common Elements appertaining to each Lot subject to the Declaration after such annexation, including Lots subjected hereto by the existing Lot owners for common Expenses or other assessments.

The lien of any mortgage encumbering any existing Lot shall automatically be deemed to be adjusted and amended when a Supplementary Declaration is recorded. in accordance with the respective percentage of undivided ownership interest in the Common Elements for such existing Lot, and the lien of such mortgage shall automatically attach in such percentage to the annexed Common Elements.

27.5 Existing and Annexed Lot Owners Bound to Declaration and Supplementary Declaration. Each and all of the Lot Owners of all existing Lots and of all annexed Lots hereafter and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any of such Lots, shall be deemed to have expressly agreed, assented, and consented to each and all of the provisions of this Declaration, with respect to the recording of any and all Supplementary Declarations as aforesaid which may amend, adjust, and reallocate from time to time, through membership in the Association, their respective voting rights, Common Expense obligations, and percentages of undivided ownership interest in the Common Elements, including the existing Common Elements and annexed Common Elements, from time to time as hereinabove provided; and hereby further agree to each and all of the provisions of each and all of said Supplementary Declarations which may hereafter be recorded in accordance with the forgoing provisions of this Declaration. Each and all of the Lots Owners of all existing Lots and all annexed Lots hereafter and their respective mortgage's, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by their acceptance of any deed or mortgage or other Interest in or with respect to any of such Lots, further acknowledges, consents, and agrees, as to each such Supplementary Declaration that is recorded, as follows:

27.5.1 Undivided Ownership Shift. The percentage of ownership in the Common Elements appurtenant to each Lot, through membership in the Association, shall automatically be shifted and reallocated to the extent set forth in each such recorded Supplementary Declaration, and upon the recording of each such Supplementary Declaration, the amount by which such percentage appurtenant to a Lot is reduced, as set forth in each such recorded Supplementary Declaration, shall thereby be and be deemed to be released and divested from such Lot Owner and reallocated among the other Lot Owners as set forth in each such recorded Supplementary Declaration,

27.5.2 Grantee, Mortgagee, Etc. Interest Subject to Reduction. Each deed, mortgage, or other instrument affecting a Lot shall be deemed given subject to the conditional limitation that the percentage of ownership, through membership in the Association, in the Common Elements appurtenant to each Lot shall, upon the recording of each Supplementary Declaration, be divested pro tanto to the reduced percentage set forth in such Supplementary Declaration and vested among the other Owners, mortgagees, and others owning an interest in the other Lots in accordance with the terms and percentages of each such recorded Supplementary Declaration.

27.5.3 Undivided Ownership Includes Additional Common Elements. The percentage of ownership, through membership in the Association, in the Common Elements appurtenant to each Lot shall include and be deemed to include any additional Common Elements annexed hereto by recorded Supplementary Declaration, and each deed, mortgage, or other instrument affecting a Lot shall be deemed to include such additional Common Elements and the ownership of any such Lot and lien of any such mortgage shall automatically include and attach to such additional Common Elements as such Supplementary Declarations are recorded.

27.5.4 Common Element Perpetual Use Easement. Each Owner shall have a perpetual easement, appurtenant to his Lot, for the use of any additional Common Elements annexed thereto by and described in any recorded Supplementary Declaration, for the purposes therein set forth.

## 28. General.

28.1 Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstance shall be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

28.2 Failure to Enforce Not Waiver. No provision contained in this Declaration or the Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

28.3 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit, or describe the scope of this Declaration or exhibit\$ or the intent of any provision hereof.

28.4 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

28.5 Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the Real Estate Development and shall inure to the benefit of and be enforceable by the Association or any member, their respective legal representatives, heirs, successors and assigns.

28.6 Declarant Easement. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights reserved herein.

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

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

in such action, the amount of such attorneys' fees and costs shall be a special assessment with respect to the Lot involved in the action.

28.9 Special Amendment. Declarant hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner, or (iii) to comply with the requirements of any permanent lender or title insurance company. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute, and record special amendments. No special amendment made by Declarant shall affect or impair the lien of any first mortgage upon a Lot or any warranties made by an Owner or first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage on such Owner's Lot.

28.10 City of Edmond a Beneficiary. In order that the public interest may be protected, the City of Edmond shall be a beneficiary of any of the covenants herein pertaining to land use, maintenance of Common Elements, and access. The City of Edmond may enforce compliance therewith.

28.11 Conflict in- Documents. In the event that any inconsistency or conflict exists between the items of this Declaration, the Bylaws, or any rule or regulation then in force, or any sales or promotional literature, the inconsistency or conflict shall in every instance be controlled by this Declaration.

IN WITNESS WHEREOF, the undersigned have executed these presents the 26th day of September, 1984.

Signed by John R. Collin, President of FIRST SERVICE CORPORATION. Notarized by (unreadable).

#### **EXHIBIT "A"**

Deerfield 1st Addition to the City of Edmond, Oklahoma, according to the plat recorded at Book 51, page 41 in the records of the County Clerk of Oklahoma County, Oklahoma .

#### **EXHIBIT "A-1"**

(metes and bounds legal description omitted)

#### **EXHIBIT "B"**

Each lot shall share through membership in the Association, in all assessments, ownership of the common elements, and voting rights, whether regular or special, equally.

**OWNERS' CERTIFICATE AND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND BYLAWS OF THE HOMEOWNERS' ASSOCIATION OF DEERFIELD, INC.**

KNOW ALL MEN BY THESE PRESENTS:

That we the undersigned, representing eighty percent (80%) or more of the aggregate ownership interest of the common elements, i.e. eighty percent (80%) of all lots in the following described Addition located in Oklahoma County, State of Oklahoma, to-wit:

DEERFIELD 1st ADDITION, to the City of Edmond, Oklahoma, according to the plat recorded at Book 51, page 41 in the records of the County Clerk of Oklahoma County, State of Oklahoma;

hereby certify that we represent eighty percent (80%) or more of the aggregate ownership interest of the common elements, i.e. eighty percent (80%) of all lots in the afore described property and addition, and by these presents hereby amend the Declaration of Covenants, Conditions and Restrictions and Bylaws of the Homeowners' Association of Deerfield, Inc. heretofore filed on September 26, 1984, in Book 5231 at Pages 1647 to 1715 in the records of the County Clerk of Oklahoma County, State of Oklahoma, to read as set forth in the amendments attached hereto and made a part hereof, consisting of the amendment to the Table of Contents, together with eight (8) additional typewritten pages.

We further certify and affirm all of the terms and provisions of the Declaration of Covenants, Conditions and Restrictions and Bylaws previously on file with reference to the above-described property and as amended herein.

DATED this 14th day of March, 1994.

Signed by Kenneth D. Henderson Althea Henderson.

**AMENDMENT OF  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
HOMEOWNERS' ASSOCIATION OF DEERFIELD, INC.**

Section 4. is amended to read as follows:

4. Use and Occupancy Rights to Rent. Mortgagee Right to Rent; Leases Subject to Declaration. After the initial sale or transfer of a Lot or Lots by Declarant, all such Lots shall thereafter be used and occupied only for single family residence purposes by the Owner, by the Owner's family, the Owner's tenants, or the Owner's guests, except as approved in advance in writing by the Board of Directors; however Lots shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days; however, if any mortgagee forecloses on any Lot, said mortgagee shall have the right to rent said Lot upon such terms as it deems advisable until the Lot is sold. Any lease shall be in writing and shall be subject to the covenants and restrictions contained in this Declaration and further subject to the Bylaws.

Section 4.8. is amended to read as follows:

4 .8 Vehicle Parking and Storage. No trucks, campers , recreational vehicles, motor homes, or large commercial vehicles, and no vehicle in the process of being repaired or otherwise presently inoperable, shall be stored or parked on Common Elements within the Real Estate Development. The operation and parking of all vehicles on the Real Estate Development are subject to the ordinances and laws of the City and State as applicable.

Section 4.15 is amended to read as follows:

4.15 Household Pets. Care and Restraint. Limit on Number; Indemnification by Owners. No animal shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions.

No savage or dangerous animal shall be kept. No more than two household pets may be kept without written permission of the Association. No pets may be permitted to run and any owner who causes any animal to be brought or kept within the Real Estate Development 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 9 is amended to read as follows:

9. Owner's Maintenance and Insurance Responsibility. For purposes of maintenance, repair, alteration, remodeling and insurance, an Owner shall be deemed to be responsible for his Lot and all the improvements thereon, including party walls, with the exception of the maintenance and insurance purchased and provided by the Association as defined in this Declaration and the Bylaws. Each Owner shall be responsible for payment for his proportionate share of the cost of such maintenance and insurance purchased and provided by the Association. If, in the opinion of the Board of Directors of the Association, any Owner fails to fulfill his duty and responsibility, the Association may elect to give notice of such fact to the Owner, who shall within twenty-one (21) days of such notice, undertake the repair and maintenance ("Default Maintenance") required to restore said Owner's improvements to a safe, clean, and attractive condition. Should any such Owner fail to fulfill his duty and responsibility after such notice, the Association shall have the right and power to perform such repair and maintenance, and the Owner shall be liable for the costs thereof. If such Owner fails to reimburse the Association for the cost of such repair and maintenance upon receipt of an invoice therefore, the amount of such charge shall constitute a lien upon the Lot enforceable as any other mortgage lien, but subordinate to any mortgage lien and any lien securing a construction loan to the Owner.

Section 10 is amended to read as follows:

10. Association's Maintenance and Insurance Responsibility. The Association shall be responsible for the maintenance, repair, alteration, remodeling and insurance of the Common Elements; the maintenance of the Lots and improvements thereon as specified in the Bylaws; and all insurance on the Lots and improvements thereon as specified in the Declaration of Covenants, Conditions and Restrictions and the Bylaws.

Section 14.2 is amended to read as follows:

14.2 Assessment Due Date. Assessments for the estimated Common Expenses shall be due and payable as determined by the Board of Directors. In the event the ownership of a Lot commences on a day other than the first day of the year, the dues and assessments for that year shall be prorated.

Section 14.5 is amended to read as follows:

14.5 Basis of Common Expenses: Increases. The assessments made for Common Expenses shall be based upon estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations, and improvements which are the responsibility of the Association, which sum may include, but shall not be limited to expenses of management; taxes and special assessments; insurance premiums; landscaping and care of grounds; common lighting; repairs and renovations; removal of pollutants and trash collection; wages; professional (including legal and accounting) fees; management fees; expenses and liabilities incurred by the Board of Directors on behalf of the Owners under or by reason of this Declaration and the Bylaws of the Association; any deficit arising or any deficit remaining from a previous period; the creation of reasonable contingency funds, reserves, working capital and sinking funds as well as other costs and expenses which are the responsibility of the Association.

Section 15.3 is amended to read as follows:

15.3 Reserves and Working Capital. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements which the Association may be obligated to maintain. The fund shall be maintained out of regular assessments for Common Expenses.

Section 19 is amended to read as follows:

19. Insurance. The Association shall continuously carry and maintain casualty and public liability insurance on the improvements on the Lots in the Real Estate Development. The Association shall continuously

carry and maintain, for the Common Elements, casualty and comprehensive general liability insurance, as well as fidelity, worker's compensation, directors' and officers' liability, and as applicable, flood insurance meeting all of the statutes of the State of Oklahoma and meeting all the regulations and requirements, whether present or future, of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration and the Veterans Administration as long as any loan in the Real Estate Development is, as applicable, owned, insured, or guaranteed by any of such entities, i.e., the regulations and requirements of any such entity need be met only if such entity owns, insures, or guarantees one or more loans in the Real Estate Development.

Section 19.1 is amended to read as follows:

19.1 Insurance for Lot Owners. Each Owner shall be required to obtain casualty and public liability insurance and insurance on the improvements on the Lot through the Association by participation in a master insurance policy covering the Real Estate Development. Personal Property insurance shall be the responsibility of the individual Owner.

Section 21 is amended to read as follows:

21. Registration of Mailing Address of Lot Owners: Association Address: Service Agent. Each Owner shall register his mailing address with the Association, and notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands, or other notices intended to be served upon the Board of Directors of the Association or to the Association, shall be sent certified mail, postage prepaid, to President, Homeowners' Association of Deerfield, Inc., 4007 N. MacArthur Boulevard, Oklahoma city, OK, 73122, or at such other address of which the Board may be furnished from time to time or served in person upon the service agent of the Association, Kenneth Henderson, 4007 N. MacArthur Boulevard, Oklahoma City, OK, 73122.