

OWNER'S CERTIFICATE, DEDICATION, RESTRICTIONS AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS:

RHODES CUSTOM HOMES, INC.. AN OKLAHOMA CORPORATION, hereby certifies that it is the owner of and the only person or entity having any right, title or interest in and to the following described real property and premises located in Oklahoma County, Oklahoma, to-wit,

FOSSIL CREEK V, an Addition to the City of Oklahoma City, Oklahoma, according to the recorded plat thereof.

Said party further certifies that it has caused said property above mentioned to be surveyed into blocks, lots, streets and avenues, and has caused a plat to be made of said tract showing accurate dimensions of lots, rights-of-way, widths of streets and reserves for utilities. Said party hereby dedicates to public use all of the streets and avenues in such sub-division, and reserves of easements for installation and maintenance of utilities, and for drainage within such sub-division, as shown by the recorded plat thereof, or as set forth in any Declaration of Establishment of Property Owners Association.

Protective Covenants

For the purpose of providing an orderly development of the entire tract above described, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of said parties and their successors in title to such subdivision, it hereby imposes the following restrictions, covenants and reservations, to which it shall be incumbent upon successors in title to adhere.

1. All lots set forth herein are hereby reserved exclusively for use as single family attached dwellings, and no structure shall ever be erected, altered, placed or permitted to remain on said lots other than single family attached dwellings not to exceed two (2) stories in height Each dwelling must have a minimum of at least a two (2) car attached garage for each dwelling. No carports of any kind are permitted.

2. No building shall ever be erected, placed or altered on any lots described herein until the building plans, specifications and plot plans showing the location of such buildings as to design colors, materials, finishes, rooting design, and conformity and harmony of external design with existing structures, and the finished grade elevation, have been approved in writing by one of the following two committee members, namely Jalal Farzaneh and Mohammed R. Farzaneh, or their designated representatives. In the event Jalal Farzaneh and Mohammad R. Farzaneh or their designated representatives, fail to approve, within sixty (60) days, any plans or specifications submitted to them, then and in such event, approval will not be required and this covenant shall be deemed to have been fully observed and complied with. Such committee members, nor their designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. In addition, the above parties shall have the exclusive right to approve or disapprove any builders building homes within said addition

3. Reserves for installation and maintenance of public utilities are reserved as shown on the recorded plat. Within these areas, no structure, planting or other materials shall be placed or permitted to remain thereon which may damage or interfere with the installation and/or maintenance of such utility areas, 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 affected thereby. Except those improvements for which a public authority or utility company may be responsible. All small drainage channels, emergency overflows, and other swells which are important to abutting properties, but are not a part of the drainage systems maintained by a public authority or utility company, shall be the property owners responsibility and it shall be the responsibility of the property owner to: (A)Keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swales to get whether they be in the easements or contained in the individual property owners lot, and (B) To provide continuance maintenance of the improvements and easements or of the channels or swales except for improvements for which a public authority utility company is responsible, and (C) Each lot owner must maintain and leave in place any drainage ditches on their property, and further, each lot owner with any creek on or adjoining their property must keep such drainage areas open and clear of obstructions.

4. The ground floor area of the main residential structure, exclusive of covered and opened porches and garage, on all lots within such subdivision shall not be less than 1400 square feet, for a one story dwelling, or less than 1000 square feet on the ground floor for a dwelling of more than one story, and the total living space for any dwelling shall not be less than 1400 square feet.

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Under no circumstances shall any garage on any home be converted to living or other uses.

6. As to outbuildings, no storage shed, cabana, green house, playhouse, or pergola or other structures, including mailboxes, shall be commenced, erected or placed upon real estate until the complete plans and specifications showing the precise and exact nature, kind, shape, height, setback, materials, color and location of the same shall be submitted in duplicate and approved by the architectural committee as to harmony of the external design, color and location and relation to surrounding structures to topography and conformity with the design concept for the real estate development. At a minimum, they must correspond in style, color and roofing as principal residence on the lot.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for a commercial purpose. No dangerous or savage animal shall be kept. No more than three (3) household pets may be kept, and no pets may be permitted to run loose within the addition.

8. No sign of any kind shall be displayed to the public view on any lot exceeding one sign of not more than six (6) square foot for advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during construction and sale. This shall not be applicable to the Developer

9. All residences shall be of new construction, and no residence (new or used) may be moved from another area into the Subdivision Mobile homes of any kind, shall not be allowed to be placed, parked, or resided in, either permanently or temporarily an any lot.

10. No business, trade or activity shall be carried upon any residential lot, nor shall residence be used for church, business, professional, trade, commerce or governmental purposes. No noxious or offensive activity shall be carried upon a lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood

11. No building shall be located on any lot nearer to the front lot line, or nearer to any side street line than the minimum building set back line shown on the recorded plat. In any event, no residence shall be located on any residential plot nearer than 5 ft. to a side property line. Outbuildings located 60 ft. or more from the front building set back line may be located 5 ft. from a side lot line. No dwelling shall he located on any lot nearer than 10 ft. to the rear lot line.

12. All garbage cans, equipment or storage piles shall be located so as not to be visible from any neighboring property.

13. No elevated tanks of any kind shall be erected, place or permitted on any lot or common areas.

14. No truck, pickup truck, bus, commercial vehicle, or recreational vehicle of any kind exceeding one (1) ton, with factory bed, shall be parked or permitted to remain on the driveway of, or street adjacent to any residential plot In this subdivision, except for such period of time as may be absolutely necessary in order to pick up or deliver materials, or to do work or make repairs on the property. It is the intent of this requirement that the owners and occupants of residential buildings in the subdivision shall not use the property upon which they reside, or streets adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle. Further, no truck, automobile, pickup truck, bus, commercial vehicle, boat, or recreational vehicle of any kind shall be allowed to remain on any street adjacent to such lot, exceeding forty-eight (48) hours at a time. If they are non-working vehicles on the property, they must be screened behind a fence.

15. Driveways shall not be used for parking or storage for such items as recreational vehicles, boats, trailers, campers, lumber, etc. Furthermore, such items, including vehicles of any kind, if stored or parked on the premises, shall be done inside a storage building or placed behind a fence so as not to be seen from any portion of this, subdivision other than the lot on which it is parked.

16. Declarant and its employees, representatives and agents may maintain business and sales office, model homes, and other sales facilities necessary or required until all of the lot, are sold.

17. Except for Declarant, and then only with the permission of the City of Oklahoma City, no drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons within the Real Estate Development shall be permitted.

18. No dwelling or other structure shall be constructed or maintained upon any lot which would in any way impede natural drainage, without the prior written consent of the Architectural Committee. No grading, scraping, excavation, or other rearranging or puncturing of the surface of any lot shall be commenced, which will or may intend to interfere with, encroach upon, alter, disturb or damage any surface or subsurface depth requirements of any utility line, pipe, wire or casement.

19. The storage of trash, ashes or other refuse, except in normal receptacles is prohibited. Further, no trash, garbage cans or receptacles of any kind shall be left visible to neighboring properties, except on days so designated by the City of Oklahoma City for collection thereof. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain on common elements. No trash, ashes or other refuse may be thrown in any other owner's lot or in or on common elements.

20. No fences, garage or enclosure of any type or nature whatsoever shall be constructed, erected, placed or maintained forward of the front building limit or setback line on each lot, as same is shown on the recorded plat thereof. However, it is not the intention of this paragraph to exclude the use of evergreens or other Shrubbery to landscape front yards. No double fencing is allowed. If there is an existing fence that shuts a lot, the fences must join. If brick columns are used, they must match the house. Cyclone and other metal fencing is prohibited. All fences shall be six (6) feet in height and of stockade style. Lots that are adjacent to Pennsylvania Avenue must at all times have fencing six (6) feet in height.

21. Basketball backboards may be erected at the residences in the Real Estate Development. Each backboard must have a free standing structure supporting it and may not be attached to a house. The supporting structure must be constructed from rust resistant steel and maintained at all times. The backboard must be constructed from plastic or fiberglass material. A backboard which is cracked must be removed or replaced immediately. No offensive activity is permitted which results from the use of the basketball backboard,

22. No building of any nature shall be permitted in the easements reserved for utilities, and there shall be no retaining wall permitted in casements unless approved by the Architectural Committee.

23. Front lawn sodding must be completed on the front of any lot on or before occupancy.

24. No outdoor clothes lines shall be allowed.

25. No skateboard ramps may be constructed in any yard or common element.

26. No lot may be split without written approval of the Architectural Committee and the City of Oklahoma City.

27. No lot contained in any block of the subdivision as reflected by the plat map on file shall contain more than one single family residence, It is the intent of this covenant to prevent the re-subdivision of any lots within this addition in any manner whatsoever which would result in the construction of more houses than allowed by City Ordinances,

28. All utility services to any lot within the subdivision shall be underground, In addition, no window type air conditioners shall be installed in any premises that can be seen from the street,

29. Notwithstanding any provision contained herein, all owners of any lot within the addition must comply with all Oklahoma City, Oklahoma Ordinances relating to this addition,

30. 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. In the event any grass or weeds exceed 6 inches in height the City of Oklahoma City will be notified, will mow the same, and bill such mowing to each properly owner.

31. At such time as any portion of any unit is painted, or stained, either initially or at a later date, the same shall be in such a color as to harmonize with the existing structures within the addition at all times.

32. The principal exterior of any residential structure shall be at least seventy-five percent (75%) brick veneer, stone or masonry, exclusive of eaves, fascia, gables, doors, windows, and garage doors, and the balance of the exterior may be of frame, wood, vinyl siding, or other material which will blend together with such masonry or stucco. Any stone above the 8 ft. plate shall count toward the minimum. Any deviations from the above must be approved in advance by the Architectural Committee.

33. All roofing (both initial and replacement) shall be laminated composition, no less than 235 pounds or equivalent, and be of weathered wood color and appearance, and shall have the Timberline Look. Provided however, no three (3) tab shingles shall be installed on any home. Such roofing shall have a 25 year warranty. All roof lines on any residences must be minimum of a 6/12 pitch.

34. No wind powered generators shall be installed on the premises, unless approved by the Architectural Control Committee. No radio or television transmitting or receiving device which extends ten (10) ft. above the peak of the roof of any outbuilding shall be allowed. In addition, no antenna or satellite dish shall of any kind shall be placed in the front yard extending forward of the front building set back line, All satellite dishes shall be located on the rear or side of the residence, unless it must be located on the residence toward the forward part of the premises on the roof line if needed to receive adequate reception. Any ham radio antenna shall be located so as not to be seen from the front of the property,

35. No wind turbines shall be allowed on any roof. All attic ventilation shall be done by way of ridge vents, low profile static vents, or electric power vents,

36. The undersigned owner, or a representative designated it, hereby reserves, and is herewith granted the right and power to record a Special Amendment to the Declaration at any time from time to time, which amends this Declaration (1) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (2) to induce any of such agencies or entities to make, purchase, furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the such parties to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a lot and the acceptance therefore shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of the such parties to make, execute and record such Special Amendments. No Special Amendment made by such parties shall affect or impair the lien of any first mortgage upon a lot or any warranties made by an owner to a 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,

37. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 1st day of January, 2018, at which time said covenants shall be automatically extended for successive ten (10) year periods, unless an instrument, at any time, signed by the owners of seventy-five (75) percent of the lots has been recorded, agreeing to change said covenants in whole or in part.

38. If the undersigned, its successors or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants and either to prevent him or them from so doing to recover damages for such violation, including attorney fees and court costs.

39. Invalidation of any one these covenants by judgment or court order shall in no way affect any of the other provisions herein, which shall remain in full force and effect

This document dated as of the hereinafter reflected acknowledgment

Signed by Carol Rhodes, President of Rhodes Custom Homes, Inc., DECLARANT.

**DECLARATION OF ESTABLISHMENT OF PROPERTY OWNERS
ASSOCIATION OF FOSSIL CREEK V**

THIS DECLARATION, made by Rhodes Custom Homes, Inc., an Oklahoma Corporation, hereinafter referred to as DECLARANT.

WHEREAS, Declarant is the owner of all of the following described real property and premises located in Oklahoma County, Oklahoma, to-wit

All of FOSSIL CREEK V, an Addition to the City of Oklahoma City, Oklahoma, according to the recorded plat thereof.

WHEREAS, the above mentioned addition is in need of an Association to take care of a certain entranceway, entry brick walls, landscaping and upkeep of right of way adjoining said addition on Pennsylvania Avenue. The undersigned desires to establish an Association for the purpose of repair, maintenance and preservation of such common areas, along with certain other obligations as to the property, to the end that they may be conveniently utilized by the owners of property in said addition and by their tenants, licensees, invitees and guests.

NOW, THEREFORE, the undersigned does hereby grant, convey, and dedicate all easements for utility purposes, and shown on said plat, over, upon and across the addition for the use and benefit for all owners of land.

THE UNDERSIGNED do hereby declare that all of the property in said addition, as above described, shall be subject to the provisions hereof and said lots shall be held, sold, conveyed and occupied subject to the provisions hereof and the provisions of any Restrictive Covenants therefore filed, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the property within said addition and specifically for the care, upkeep, maintenance and continued improvements of said common areas. These Covenants and Restrictions shall run with the real property and be binding on all parties having or acquiring any right, title, interest or estate in and to said property or any part thereof and shall inure to the benefit of each owner thereof. The provisions herein stated as to the said Property Owners Association shall become a part of the Restrictive Covenants and Conditions applicable to all areas of said Addition covered by this Declaration, and shall be enforced by the Association according to the terms thereof, as well as the other provision of enforcement provided hereunder.

**ARTICLE I
DEFINITIONS**

Section 1.01: The following word, when used in this Declaration or any supplemental Declaration (unless the context shall so prohibit), shall have the following meanings:

A. "Association" shall mean and refer to Fossil Creek Residential Community Homeowners Association, Inc. a non-profit corporation.

B. "Properties" shall mean and refer to all real estate located in all of FOSSIL CREEK V, an Addition to the City of Oklahoma City, according to the recorded plat thereof.

C. "Common Areas" shall mean any entry brick walls, landscaping areas along the entrance way and right of way bordering the addition on Pennsylvania Avenue to Oklahoma City, along with any and all areas that may be added as to any annexed areas and any other areas agreed to by the members.

D. "Lot" shall mean and refer in any plot of land as shown upon the recorded plat of Fossil Creek V, an Addition to the City of Oklahoma City, Oklahoma, according to the recorded plat thereof.

E. "Member" shall mean and refer to every person and/or entity who holds membership in the Association.

F. "Person" and/or "Member" shall mean an individual, a Corporation, Partnership, Association, Trust or other legal entity, or any combination thereof.

G. "Owner" shall mean and refer to the record owner, whether one or more persons, of a fee simple title to any lot which is, or may become a part of the properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

H. "Director" or "Directors" shall be synonymous in describing the executive group governing the Associates,

I. "Declarant" or "Developer" shall mean Rhodes Custom Homes, Inc., an Oklahoma Corporation, its Successors or Assigns.

ARTICLE II MEMBERSHIP, CLASSES OF MEMBERS AND VOTING RIGHTS

2.01: Every person who is a record owner of a fee or undivided interest in a lot in the properties shall be a member of the Association; provided, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member. Ownership of such lot shall be the sole qualification for membership.

Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

2.02: The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners of lots within the Addition covered by this Declaration, with the exception of the Declarant. Class A members, when a class vote is required, shall vote as a class. Each Class A member shall be entitled to one vote for each lot in which it holds the interest required for membership by paragraph 2.01 of this Article II. When more than one person holds an interest in any lot, all such persons shall be members, and 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 such lot. Such voting rights shall also be counted in the total of any vote of both the initial phase of the addition covered by this Declaration and any additional phases annexed to this Declaration.

Class B: Class B members shall be the Developer. Also, at such point as all lots are sold to Jalal Farzaneh, Mohammad Farzaneh, and Mohammed L Farzaneh or their company from Declarant, such purchasers will continue, and will thereupon automatically be deemed to have a Class B Membership. Such voting rights of Class B members shall also be counted in the total of any vote of both the initial phase of the addition covered by this Declaration and any additional phases annexed to this Declaration. The Class B member shall be entitled to three (3) votes for each lot in which Declarant or Developer holds the interest required for membership by paragraph 2.01 of this Article II.

2.03: Each class of members shall be entitled to vote as a class, only when the proposal to be voted on:

(a) Provides for an increase in the annual assessment as to such class and which proposed assessment requires the approval by the members of the Association pursuant to Article IV hereof

(b) provides for special assessments for capital improvements to be assessed;

(c) provides for the merger, consolidation, liquidation or dissolution of the Association;

(d) provides for the sale of all or substantially all of the assets or properties of the Association; provided, however, that the mortgage, pledge or hypothecation of all or substantially all of the assets or properties of the Association for the purpose of obtaining funds for credit with which to acquire, improve or repair all or any part of such assets or properties of the Association shall not be deemed a sale of all or substantially all of the assets or properties of the Association;

- (e) Provides for the election of Directors by the Association in accordance with the By-Laws of the Association.
- (f) Provides for the amendment or modification of this Declaration.

ARTICLE III PROPERTY RIGHTS IN THE COMMON AREAS

3.01: Members Easements of Enjoyment. No member of this Association shall have any right or enjoyment of any common areas, other than a co-equal right to use such areas as are consistent with any other member, it being understood that this Association is being formed solely for the purpose of the upkeep, repair and maintenance of the common entrance way, any landscaping and mowing and upkeep of right of way adjoining said addition on Pennsylvania Avenue, in addition to any common areas in any annexed arena.

3.02: The Association shall control, maintain, repair, manage and improve the common areas and any common area fences as provided in this Declaration and in its By-Laws. Any common areas or entrance fences may be located on respective lot owners' property. In that regard, the Association shall, at all times, have a perpetual easement and right to enter upon such respective lot Owners property for the purpose of the repair, maintenance and upkeep of such common areas, or any other area of an owner's property for the purpose of fulfilling the terms of this Declaration. Such right and power of control and management shall be exclusive.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

4.01: Creation of Lien and Personal Obligation of Assessments. For all owners of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance, is deemed to Covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be fixed, and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which any such assessment is made, paramount and superior to any homestead or any other exemption provided by law, from the date that such assessment becomes due. Each such assessment, together with such interest, costs, and reasonable attorneys fees incurred in the collection thereof shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien above mentioned arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided.

4.02: Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties and in particular for the following:

- A. Improvement, care and maintenance of all public right of way adjoining said addition running down Pennsylvania Avenue, to the City Oklahoma City, Oklahoma
- B. The care and upkeep of the entrance brick walls to the addition;
- C. Any landscaping of the entryway that the Board of Directors determines is needed;
- D. To do and conduct all other obligations that the members determine should be done in the areas covered by this Declaration, all for the benefit of its members;
- E. The cost of labor, equipment and materials for the repair and maintenance of all the foregoing purposes.

4.03 Installation and Construction of Common Areas. Developer will be responsible, at its cost, to install an entryway brick fence on each side of the entryway. After installation, the care and upkeep of the same shall be done by the Association.

4.04: Basis and Maximum of Annual Assessments. Until January 1, 2003 the maximum annual assessment shall be as follows:

Class A Member	\$50
Class B Member	-0-

(a) The annual assessments provided for herein shall commence as to each lot at such time as an occupancy permit is issued as to such lot. At that point, such lot owner becomes a Class A member and shall begin paying annual assessments. At no time shall Class B members pay any dues. The Association shall, upon request, and within a reasonable time, furnish a Certificate signed by an Officer of the Association setting forth whether all assessments on a specified lot have been paid and if not fully paid, how much on each lot is due but unpaid or due and delinquent. No charge shall be made for such certificate.

(b) From and after January 1, 2003 the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(c) From and after January 1, 2003 the maximum annual assessment may be increased above ten percent (10%) provided, that any such increase shall have the assent of a majority of the Class A and Class B members pursuant to votes cast at a meeting duly called for this purpose, written notice of which, setting out 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.

(d) After consideration of current costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum herein provided.

(e) All assessments shall be due and payable in advance payable yearly, with such payment being due no later than January 10 of such year. If the beginning date of assessments for any owner as set forth herein occurs on any date other than the first of any year, such lot owners assessments for that year will be prorated. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date of the rate of two percent (2%) per month on unpaid balances, (not to exceed any applicable law restricting such interest rate) in addition to any expenses of the Association incurred for extra paperwork or collection procedures involved. The Association may bring an action at law against the owner personally obligated to pay the same and/or foreclose the lien against the property, along with any attorney fees and court costs. No owner may waive or otherwise escape liability for the assessments provided for herein. All owners agree that any such action may be brought by the Association in its own name as the real party in interest without each member of the Association being specifically joined therein as Plaintiff or Defendant.

(f) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage filed of record prior to any unpaid assessments. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

(g) The assessments created hereby shall continue so long as there are common areas in the addition, not accepted for maintenance by some governmental authority, and any other area or obligations that the Association desires to continue upkeep thereon.

ARTICLE V PURPOSES AND BY-LAWS OF ASSOCIATION

5.01: The purposes for which the Association is formed are hereinabove set forth as well as hereinafter described and shall be governed by the By-Laws, rules and regulations set forth herein or as hereinafter adopted by the Board of Directors of the Association..

5.02: (a) Regular meeting. A regular meeting of the members shall be held by the Association between the 1st and the 15th day of January of each year, commencing with the year 2004, for the purpose of electing a Board of Directors and transacting such other business as may come before the meeting. A copy thereof shall be mailed to each member of the Association, at least ten (10) days prior to the time for holding such meeting.

(b) Special meetings. Except where otherwise prescribed by law or elsewhere in this Declaration, a special meeting of the members may be called any time by the President or by the Board of Directors or by members of the Association having a total of seven (7) collective votes. Notice of each special meeting of the members shall be given. Such notice must state the time and place of the meeting, and the business to be transacted at the meeting. A copy thereof shall be mailed to each member of the Association, at least ten (10) days prior to the time for holding such meeting.

(c) Place of meeting and quorum. All meetings shall be held within the addition in Oklahoma County. At such meetings, a majority of members being present in person or represent by proxy. Shall constitute a quorum for all purposes, including the election of Directors, except when otherwise provided by law or these Covenants and Restrictions.

5.03: (a) Members of Board of Directors. The Association powers. business and property. both real and personal, shall be exercised, conducted and controlled by a Board of Directors composed of three (3) members. All Directors shall be members of the Association, or a stockholder or Partner in any entity which is a member of the Association.

(b) Election of Directors. The Directors shall be elected annually at the regular meeting of the members of the Association, commencing with the year 2004. No quorum shall be necessary for election of Directors. The initial Directors shall be Jalal Farzaneh, Mohammad Farzaneh, and Mohammed R. Farzaneh, and they shall initially hold that capacity until the 1st day of January, 2004 or until they resign, are removed or their Successors are elected.

(c) Vacancies in the Board of Directors. Vacancies in the Board of Directors shall be filled by the other Directors in office and such persons shall hold office until the election of their successor by the members. Any Director who ceases to be a member or who violates any contract with this Association in Particular, shall cease to be a member of the board as soon as a majority of the Board passes a resolution to such effect

(d) Initial Election of Officers. The initial Directors shall hold a regular meeting and organize by the election of a President. a Vice-President and a Secretary-Treasurer. A Director can also act in the capacity of an Officer of the Association. All Officers must be members of the Association, or a stockholder or Partner of any entity which is a member of the Association

(e) Regular meeting of Directors. In addition to the special meetings mentioned, a regular meeting of the Board of Directors shall be held within the addition in January of each year immediately following membership meetings. In addition, the Directors may schedule additional meetings at such time and place as the Board may direct. All meetings of the Directors shall have at least a ten (10) day written notice to each of them.

(f) Special meetings of Directors. A special meeting of the Board of Directors shall be held whenever called by the President or by a majority of the Directors. Any and all business may be transacted at a special meeting. Each call for a special meeting shall be in writing, and signed by the person or persons making the same request. The request must be addressed and delivered to the Secretary, and shall state the time and place of such meeting. Special meetings of the Directors shall be given at least ten (10) days prior to the time set for the meeting, unless specifically waived.

(g) Quorum. Two Board Members shall constitute a quorum of the Board at all meetings and the affirmative vote of at least two Directors shall be necessary to pass any resolution or authorize any act of the Board.

(h) Compensation. No member of the Board of Directors shall receive any compensation for their services as a member of the board.

5.04: Powers of Directors. The Directors shall have the following powers:

(a) To call special meetings of the members when they deem it necessary, and they shall call a meeting at any time upon the collective written request of at least seven (7) of the members or lot owners of the Association.

(b) To appoint and remove at pleasure, all Officers, Agents and employees of the Association, prescribe their duties, fix their compensation and require from them, if they desire, security for faithful service.

(c) To select one or more banks to act as depository of the funds of the Association and determine the manner of receiving. Depositing and disbursing the funds in the form of checks and the person or persons by which they will be signed, with. Power to change such banks and the person or persons signing mid checks and the form thereof at will, provided all withdrawals -hal1 require the signature of not less than two (2) Officers of the Association.

(d) To conduct manage and control the affairs and business of the Association and to make Rules and Regulations for the guidance of the Officers and management of its affairs.

(e) To control. maintain, manage and improve the common areas within the addition, and to enforce those certain Owners Certificate, Dedication and Reservations covering the property contained herein recorded, or to be recorded in the Oklahoma County records, and for the enforcement of the maintenance, assessment and the collection thereof against all persons and property liable therefore, as specifically provided in the above mentioned Reservations, and this Declaration. Upon any violation by a lot owner of the above mentioned Covenants and Restrictions, or this Declaration, the Association shall serve a ten (10) day written notice upon the owner by certified mail advising them of the violation. Upon failure of the property owner to comply within such time period, the Association may proceed with injunctive or other relief as may be allowed by law, together with any attorney fees and court costs.

5.05: Duties of Board of Directors. It shall be the duties of the Board of Directors:

(a) To keep a complete record of all its acts and of the proceedings of its meetings, and to present a full statement at the regular meetings of the members, showing in detail the condition of the affairs of the Association.

(b) To determine the maintenance assessment or assessments, to collect the same, as well as enforce by legal proceedings, if necessary, the collection of the same against all persons or property liable therefore.

(c) To control, maintain, manage and improve as determined reasonable and necessary for the preservation and upkeep, as well as the natural protection and convenience of all members of the Association, of the common areas within the addition covered by this Declaration.

(d) To do all other things necessary and incidental to the keeping and carrying out of the purposes, affairs and interest of the Association.

5.06: The Officers of the Association shall be a President, Vice-President, Secretary-Treasurer, together with any other administrative Officers which the Board of Trustees may see fit in its discretion to provide for by resolution entered upon its minutes.

The initial Officers shall be Jalal Farzaneh-President, Mohammad Farzaneh-Vice President, and Mohammed it Farzaneh-Secretary and Treasurer, and they shall initially hold that capacity until the 1st day of January, 2004 or until they resign, are removed or their Successors are elected.

5.07: The President. If at any time the President shall be unable to act, the Vice-President shall take his place and perform his duties, and if the Vice-President shall be unable to act, the Board shall appoint a Director to do so. The President or such Vice-President shall:

(a) Preside over all meetings of the members and Board of Directors.

(b) Sign, as President, on behalf of the Association, all contracts and instruments which have been first approved by the Board of Directors or the membership of the association, as may be required by the Declaration and these By-Laws.

(c) Call the Directors together whenever he deems necessary, and shall have, subject to the advice of the Directors, discretion of the affairs of the Association and generally shall discharge other duties as may be required of him by these By-Laws or by the Board

5.08: Secretary-Treasurer. It shall be the duty of the Secretary-Treasurer:

(a) To keep record of the proceedings of the meetings of the Board of Directors and of the members.

(b) To affix his signature, together with any Association seal, if one is adopted by the Board of Directors, in attestation of all records, contracts, and other papers requiring such seal and/or attestation.

(c) To keep a proper membership book, showing the name and current addresses of each member of the Association, the number of Votes of such member, the date of effective membership, cancellation or transfer.

(d) To keep a record of all assessment, the names and addresses of the persons liable therefore. As well as a description of the real property against which Constitutes a lien and all payments thereof or made thereon.

(e) To receive and deposit all funds of the Association, to be paid out only on checks drawn herein before provided, and account for all receipts. disbursements and balance on hand.

(f) To furnish a bond in such form and in such amount as the Board of Directors may from time to time require.

(g) To discharge such other duties as pertains to his office or may be prescribed by the Board of Directors.

(h) To mail all notices of meetings as required by the By-Laws.

5.09: This Declaration and these By-Laws shall be binding on all parties until such time as they may be amended at any regular or special meeting of the members of the Association by a vote of three-fourths (3/4). or Seventy-five percent (75%) of the Class A (one vote per lot) and Class B (three votes per lot) members entitled to vote, under the voting rights ~et forth herein for Class A and Class B Members.

IN WITNESS WHEREOF the undersigned owner has caused this instrument to be executed and acknowledged as of the date of the hereinafter reflected acknowledgment

By Carol Rhodes, President of Rhodes Custom Homes, Inc., an Oklahoma Corporation, DECLARANT

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
FOR FOSSIL CREEK SECTION VI ADDITION TO THE CITY
OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA**

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KNOW ALL MEN BY THESE PRESENTS:

RECITALS

WHEREAS, Reflection Homes, LP, an Oklahoma Limited Partnership, and Devonshire Homes, Inc, as assignee/owner of certain lots, hereafter referred to as the "Declarant", are the owners of certain land and improvements ("Subject Property") in Oklahoma County, Oklahoma, which property is more fully described on the attached "Exhibit A", incorporated herein and made a part hereof; and

WHEREAS, the Subject Property has been platted into a subdivision known as Fossil Creek Section VI, which plat was filed on March 11, 2004 and recorded at Plat Book 62, page 64, at the office of the County Clerk of Oklahoma County, Oklahoma; and

WHEREAS, Declarant desires to submit the land and the improvements to be constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, §§851-85, as amended)

NOW, THEREFORE, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the conditions, covenants, and restrictions herein set forth to be established upon the recording hereof; 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.

ARTICLE I - DEDICATION

1.1 Definitions. Unless the context shall expressly provide otherwise:

"Association" or "Homeowners Association" means FOSSIL CREEK HOA, INC., an Oklahoma non-profit corporation (aka Fossil Creek Residential Community Homeowners Association), its successors and assigns, the Certificate of Incorporation and 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. This Association was originally established in the Owners Certificate, Dedication, Restrictions and Reservations filed by Rhodes Custom Homes, Inc., Declarant of Fossil Creek Section V, on June 16, 2003 in the Oklahoma County Clerks office at Book 8895, page 1026. Any provisions of the Owners Certificate, Dedication, Restrictions and Reservations pertaining to the Association are hereby adopted by this reference. This adoption also includes the establishment of the Association in the Declaration of Establishment of Property Owners Association filed by Rhodes Custom Homes, Inc. on June 16, 2003 and recorded in the Oklahoma County Clerks office at Book 8895, page 1034.

"Builder" means an individual or other entity that purchases an unimproved Lot for the purpose of constructing thereon a single-family residence for sale to an owner-occupant.

"Building" means one or more of the building improvements lying within the real estate described on Exhibit "A".

"Common Areas" means all portions of the real estate development other than the Lots and other than publicly dedicated right-of-ways which are shown on the recorded plat of the Fossil Creek Section VI Addition as a Common Area or designated by the Association as a Common Area, and specifically includes that portion of the platted area lying along Memorial Road.

"Declarant" shall mean and refer to Reflection Homes, LP, an Oklahoma Partnership, its respective successors and assigns, successor to M & R Development, LLC. Devonshire Homes, Inc., although a title holder and signatory hereinbelow is a builder.

"Lot" means a portion of the subject land designated for separate ownership, and its dwelling improvements, the boundaries of which lot being the lot lines as shown on the recorded plat of the real estate described on Exhibit "A".

"Obligation(s)" shall mean all annual dues and special assessments attributable to an Owner or a Lot.

"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 for the purpose of occupying the same as a residence.

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

1.2 Easements.

(A) Easements 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 deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appears.

(B) Blanket Easements for Utilities. There is hereby created a blanket easement in, on, through, upon, across, over and under all of the publicly dedicated easements and rights-of-way, as shown on the recorded plat, 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 company, telephone company and/or any other company providing services to the Subject Property to erect and maintain the necessary poles and other necessary equipment on said easements.

(C) Owner's Nonexclusive Easement of Enjoyment; Limitations. Every Owner and his immediate family shall have a nonexclusive right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to the lot of such Owner, subject to the rights of the Association stated herein.

(D) Easement for Section line and Entryway Road Improvements. The Association or the Developer is specifically granted an easement, the right and the authority to construct a wall or other type of barrier, an entryway sign or other type of improvement along the lot lines of the section line roads and entryway road easements.

1.3 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 guests, or the Owner's tenants; however, Lots shall not be rented by the Owners for any period less than thirty (30) days; and further, any lease shall be in writing and shall be subject to the covenants and restrictions contained in this Declaration.

1.4 Mortgaging a Lot; Priority; Mortgage Subject to Declaration. An Owner shall have the right from time to time to mortgage or encumber his Lot and the interest appurtenant thereto, 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 herefrom.

1.5 Compliance with Provisions of Declaration, Certificate of Incorporation and Bylaws. Each Owner shall comply strictly with the provisions of this Declaration, the Certificate of Incorporation, 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 and interest on all of such amounts at the

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

1.6 Revocation or Amendment to Declaration. 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. Except as provided herein, this Declaration shall not be amended unless the Owners representing an aggregate ownership interest of eighty percent (80%), or more, of the Lots agree to such amendment by instrument(s) duly recorded. However, these Declarations may not be amended to remove or restrict any of the rights granted or reserved herein to Declarant without the express written consent of Declarant.

ARTICLE II - HOMEOWNERS ASSOCIATION

2.1 Mandatory Membership. 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 Certificate of Incorporation and 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 upon compensation.

2.2 Ownership of Common Areas. All Common Areas, except for portions of the plat shown as publicly dedicated right-of-ways, shall be owned in fee simple by the Association.

2.3 Association's Maintenance and Responsibility. The Association shall be responsible for the maintenance, operation and repair of all Common Areas shown on any plat where the Lot Owners are made mandatory members of the Association, any improvements constructed by Declarant on the Subject Property to be used by the Lot Owners, any walls, entrances, or other structures constructed along section line roads or entry way streets and any other areas shown on the plat as common right-of-way such as entrances and center medians.

2.4 Interim Control of Association. Until such a time as seventy-five (75%) percent of the Lots are occupied by Owners, or the Declarant elects to turn over control of the Association to the then existing Lot Owners, whichever comes first, the Association shall be managed by one or more person, who do not have to be Lot Owners, under contract with the Association. Once seventy-five (75%) percent of the Lots have been occupied control of the Association shall pass to a duly elected Board of Directors pursuant to the applicable provisions of the Certificate of Incorporation and Bylaws.

2.5 Assessment for Annual Dues and Special Assessments.

(A) Obligation to Pay Dues. Except as stated in this Section 2.5, all Owners shall be obligated to pay the annual dues imposed by the Bylaws and the Board of Directors of the Association to meet the expenses of the Association.

(B) Initial Dues and Due Dates. Annual Dues and the Due Date(s) shall be initially set in the Bylaws of the Corporation. Dues shall be assessed from the date of first conveyance by the Developer or a Builder (transfers to related parties of Developer not included) to an Owner for the balance of that calendar year and thereafter annually. Dues shall be paid in advance on the date or dates specified in the Bylaws or as set by the Board of Directors. Annual dues for the first year shall be prorated and collected by the closing agent or, if none, by the purchaser, at the time of transfer of title and promptly remitted to the Association or its agent. Annual Dues may be adjusted up or down by the membership or the Board of Directors as provided in the Certificate of Incorporation and Bylaws.

(C) Special Assessments for Capital Improvements; Assent; Notice. In addition to the annual dues hereof, the Board of Directors may levy a special assessment ("Assessment") applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of 2/3rds of the Owners, voting in person or by proxy, at a meeting duly called for this purpose. Written notice of which shall be given to all

members at least ten (10) days in advance, which shall set forth the purpose of the meeting. No special assessment may be levied upon the Declarant.

(D) Unsold Lots. Declarant shall not be responsible for payment of annual dues or assessments for any unsold Lots, nor may any assessment be imposed upon the first sale or transfer to a Lot from the Declarant or a Builder to an Owner.

(E) Assessment Lien; Priority; Notice of Lien; Recording; Enforcement; Receiver; Mortgagee may pay Assessment All unpaid assessments and annual dues 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 due date of the annual dues or assessment date, (3) mortgage instruments of encumbrance duly recorded prior to the due date or date of such assessment, and (4) mechanic's and materialmen's liens arising from labor performed or material furnished upon a Lot prior to the due date or date of such assessment. 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 a 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, or a management agent of the Board of Directors, and shall be recorded in the office of the County Clerk of Canadian County, Oklahoma. Such lien for the annual dues or special assessment 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 mechanics or materialmens lien 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, 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 to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid annual dues or special assessments payable with respect to such Lot, and such payment shall not be deemed a waiver by the Association of default by the Lot Owner.

(F) Annual Dues and Assessments Collectible on Sale. Upon the sale or conveyance of a Lot, all unpaid annual dues or assessments, 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:

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

Judgments entered in a Court of Record prior to the due date of annual dues or a special assessment;

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

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

In a voluntary conveyance of a Lot the grantee of the Lot shall be jointly and severally liable with the grantor for all unpaid dues and assessments by the Association, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the management 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.

(G) 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, 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 herefrom. 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 annual dues or assessments chargeable to such Lot which became due prior to acquisition of title to such Lot by such acquirer.

(H) Non-Exemption from Payment; Board Responsibility to Collect; Interest, Costs, and Attorney Fees; Suit; Notice to Mortgagee. The amount of annual dues and assessments assessed against each Lot shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from this liability by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his Lot. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid dues or assessments which remain 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 dues or an assessment, such Owner shall be obligated to pay interest at the rate of eighteen percent (18%), 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 dues or assessment from the due date thereof, together with all expenses, including attorney's fees, incurred to collect such dues or assessments together with late charges as provided by the Bylaws of the Association. Suit to recover a money judgment for obligations may be instigated in Canadian County, Oklahoma, and may be maintainable without foreclosing or waiving the lien securing same additionally, in the event that the mortgage on a Lot should so provide, a default in the payment of an obligation 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.

2.7 Eminent Domain. If part of a Common Area is acquired by eminent domain, the award must be paid to the Association. 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 Areas, or part thereof. Each Lot Owner appoints the Association as attorney-in-fact for such purposes.

2.8 Association Rights to Use and To Grant Easements. The Association, in its sole discretion, may from time to time grant easements and rights of way on, across, under and over the Common Areas 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.

2.9 Prohibition of Employment or Other Pecuniary Gain. No part of the assessments or net earnings of the Association shall inure to the benefit of any Lot Owner or individual, except to the extent that Lot Owners receive the benefits from the maintenance, repair, operations, additions, alterations and improvement responsibility of the Association. No Lot Owner may receive compensation, directly or indirectly, for services rendered as an officer, director or employee of the Association.

2.10 Committees. The Association shall establish an Architectural Committee and such other Committees as provided in the Certificate of Incorporation and Bylaws. The Architectural Committee shall exercise all of the rights and powers reserved herein to the Declarant once those rights have been transferred pursuant to the provisions of paragraph 5.6. If, for any reason, the Architectural Committee is not established or operating those rights and responsibilities shall be exercised by the Board of Directors.

2.11 Registration of Mailing Address of Lot Owners; Association Address. 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 Secretary or managing agent of the Board of Directors of the Association at P. O. Box 2138, Edmond, OK 73083, or served upon the service agent of the Association.

ARTICLE III - PROPERTY RESTRICTIONS

3.1 Single Family Residences. All Lots herein shall be occupied as single family residences only. No residence may be owned or occupied for any commercial purpose.

3.2 Improvements and Alterations; Plans and Specifications; Approval. Except for construction by the Declarant, no building, fence, wall or other improvements or structure, including mail boxes, shall be commenced, erected, placed, moved or maintained upon the subject land, nor shall any exterior addition to or change in any improvement located on the subject land, 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 (by the Declarant as more fully described below) as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the improvements. Declarant may waive this requirement, at its option, by written authorization upon the terms and conditions set forth in said writing.

3.3 Minimum Square Footage. Unless otherwise stated herein, no residence shall contain less than One Thousand Five Hundred (1,500) square feet of living area. The first floor of any two story residence must contain a minimum of Eight Hundred (800) square feet of living area.

3.4 Exterior Requirements. The exterior of any residence shall be at least eighty percent (80%) brick, stone or stucco, and twenty percent (20%) may be of frame or other material which will blend together with the brick, stone or stucco. It is the intention of this restriction to allow panels of materials other than brick, stone or stucco to be used, but in no event shall a continuing wall consisting of eighty percent (80%) of the exterior of the residence be built of any material other than brick, stone or stucco. This restriction is intended to encourage the use on the principal exterior of residences of masonry construction, but may be modified to allow the use of other materials to blend with the environment to eliminate repetition of design. In no event shall out buildings be of a material other than the residence. Chimney materials must be brick, stone or stucco to the top of the first floor plate except where the chimney is on the interior or contained within a covered porch or patio, in which case it may be of other appropriate material.

3.5 Storage and Other Detached Structures. Detached storage buildings are permitted so long as the structure conforms to the Exterior Requirements contained in Section 3.4 above or the structure, if it does not conform, is completely hidden from the street and any adjoining property owners.

3.6 Driveways; Sidewalks; Mailboxes. All Lots shall have a four foot concrete sidewalk across the front of the Lot (and the side of the Lot on any corner Lot), which sidewalk shall lie within six feet of the curb and adjoin to any existing sidewalk on adjacent Lots. All driveways must be of concrete construction. Mail boxes shall be of brick construction.

3.7 Roofs. Roofs shall be thirty (30) year composition roofing, weatheredwood in color, or as approved in writing by the Declarant.

3.8 Fences. All fences shall be of wood, brick, rock or wrought iron construction and may not exceed 72 inches in height.

3.9 Approvals; Copy of Plans and Specifications Deposited; Lapse of Time Paramount to Approval. Upon approval by the Declarant of any plans and specifications submitted pursuant to these provisions, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of Declarant, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Declarant fails to approve or disapprove any plans and specifications which may be submitted to it within sixty (60) days after submission, then approval will not be required, and this paragraph shall be deemed to have been fully complied with.

3.10 Construction; Limitations, Deviations from Plans and Specifications. Construction or alterations in accordance with plans and specifications approved by the Declarant shall be commenced within six (6) months following the date upon which the same are approved by the Declarant (whether by affirmative action or by forbearance from action), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Declarant shall specify. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Declarant shall be conclusively deemed to have lapsed, and compliance with the provisions of this paragraph shall again be required. There shall be no deviations from plans and specifications approved by the Declarant without the prior consent in writing of the Declarant. Approval for use on any Lot of any particular plans and specifications or design shall not be construed as a waiver of the right of the Declarant to disapprove such plans and specifications, or any Areas or features thereof, in the event such plans and specifications are subsequently submitted for use upon any other Lot or Lots.

3.11 Certificate of Compliance. Upon the completion of the construction or alteration of any building, fence, wall or other improvements or structure in accordance with plans and specifications approved by the Declarant, the Declarant shall, at the request of the Owner thereof, issue a certificate of compliance which

shall be prima facie evidence that the building, fence, wall, or other improvements or structure referenced in such certificate has been approved by the Declarant and constructed or installed in full compliance with the provisions of this Article.

3.12 Enforcement; Right to Correct Violations. In the event any building, fence, wall or other improvements or structure shall be commenced, erected, placed, moved or maintained upon any Lot, otherwise than in accordance with the provisions and requirements of these provisions, then the same shall be considered to have been undertaken in violation of these provisions and without the approval of the Declarant required herein. Upon written notice from the Declarant, such building, fence, wall or other structure or improvements shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, then Declarant shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate such violation, and the costs thereof shall be assessed against Owner and the Lot upon which such violation occurred. A statement for the amount thereof shall be rendered to the Owner of said lot, at which time the assessment shall become due and payable and a continuing lien upon said Lot and an obligation of the Owners, and may be enforced as a judgment lien. The Declarant shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable daylight hour for the purpose of ascertaining whether any violation of the provisions of this paragraph or any of the other provisions or requirements of this Declaration, exists on such Lot.

ARTICLE IV - PROHIBITED USES

4.1 Offensive or Noxious Use; Nuisance Activity. 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. 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.

4.2 Mineral Drilling. No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons within the subject lands shall be permitted.

4.3 Livestock. The keeping of any poultry, cattle, horses or other livestock of any kind or character is prohibited within the Project.

4.4 Refuse Storage; Growth; Lawns. The storage of trash, ashes, or other refuse, except in normal receptacles, is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain in the Project. No trash, ashes or other refuse may be thrown in any other Owner's Lot. Lawns and shrubbery shall be kept mowed and trimmed.

4.5 Signs and Billboards; Declarant's Right. No signs or billboards, except "for sale" or "for rent" signs, shall be permitted on any Lot without the prior written consent of the Declarant; provided, this prohibition shall not apply to the Declarant in the initial sale of such Lot.

4.6 Vehicle Parking and Storage. No trucks, campers, recreational vehicles, motor homes or large commercial vehicles, nor any vehicle in the process of being repaired or otherwise presently inoperable, shall be stored or parked within the subject lands. No overnight parking of any vehicle on the street or Lot, other than a concrete driveway, is permitted.

4.7 View From Street or Lot. All clotheslines, garbage cans, equipment, coolers, or storage piles shall be located as not to be visible from any other Lot within the Project.

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

4.9 Radio or Television Device. No radio or television transmitting or receiving device shall be allowed on any Lot or structure with an exposed antenna that exceeds five (5) feet in height and/or 24 inches in diameter.

4.10 Wind Powered Generators. No wind powered generators shall be allowed on the subject lands.

4.11 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 Declarant.

4.12 Household Pets; Care and Restraint; Limit on Number. 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 (2) household pets may be kept without written permission of the Association. No pets may be permitted to run loose within the Project.

4.13 Basketball goals. Basketball goals are permitted but may not be attached to any structure. All basketball goals must be free standing on a structure designed for that purpose and must be kept in good repair. Any goal that becomes damaged or unusable must be removed.

ARTICLE V - DECLARANT'S RESERVATIONS

In addition to the reservations stated throughout this Declaration and notwithstanding anything herein to the contrary Declarant hereby reserves the rights contained in this Article.

5.1 Special Amendment. Declarant hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering 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. 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.

5.2 Declarant Business Office; Models. Declarant and any Builder active in the Addition may maintain a business and sales office, models, and other sales facilities necessary or required until all of the Lots are sold.

5.3 Amendment as to Unsold Lots; Waiver. Declarant hereby reserves the right to revoke or amend these Declarations, by written instrument filed of record in the County Clerk's office, to remove or amend the restrictions set forth herein on any Lot owned by Declarant except, however, any amendment involving ownership or maintenance of any common area must receive the express written approval of the City of Oklahoma City. The Declarant shall have the power to grant to any Owner a waiver, variance, or exception of and from any of the provisions of this Declaration.

5.4 Signs. Declarant, and any Builder active in the Addition, reserves the right to erect such signs as it deems necessary for the sale and marketing of the property and Lots described herein.

5.5 Additional Property. Declarant reserves the right to dedicate any adjacent property now owned or subsequently acquired by Declarant or its successors or assigns to the Homeowner's Association established herein, at Declarant's option. If Declarant chooses to dedicate future property to the Association said dedication shall be controlled by Declaration of Covenants, Conditions and Restrictions filed for that subdivision, and not these Declarations. Any Common Areas designated on the plats of said adjacent properties shall be deeded to the Homeowner's Association and accepted by them as if fully described herein.

5.6 Transfer of reserved rights. After Declarant has sold all Lots owned by him any and all rights reserved herein shall be transferred to and become vested in the Homeowners Association, with the exception of those rights granted or reserved to the Builders in the Addition so long as said Builders still own Lots or homes for sale in the Addition.

ARTICLE VI - MISCELLANEOUS

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

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

6.3 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration or exhibits nor the intent of any provisions hereof.

6.4 Gender. Whenever the context so requires, 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.

6.5 Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the project and shall inure to the benefit of and be enforceable by the Declarant or any Owner, their respective legal representatives, heirs, successors and assigns.

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

6.7 Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. 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 thereto, 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. Failure to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.8 Attorneys Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, including collections of annual dues, 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.

6.9 City of Oklahoma City a Beneficiary. In order that the public interest may be protected, the City of Oklahoma City shall be a beneficiary of any of the covenants herein pertaining to location of uses and access. The City of Oklahoma city may enforce compliance therewith.

IN WITNESS WHEREOF, the undersigned, being the owner of all the lots and blocks in the FOSSIL CREEK SECTION VI Addition have executed these presents the _____ day of _____, 2005.

Signed by Jalal Farzaneh, President of Colony Homes, Inc., Managing Partner of Reflection Homes, an Oklahoma general partnership, DECLARANT;

and

Jerry Shelton, Vice-President, of Devonshire Homes

EXHIBIT "A"
FOSSIL CREEK SECTION VI

All of the Lots in Block in Fossil Creek Section VI Addition as described on the Plat of Fossil Creek Section VI recorded on March 11, 2004 at Book 62, page 64, records of the Oklahoma County Clerks office, which plat contains the following metes and bounds legal description, to-wit:

(metes and bounds legal description purposely omitted)