

**OWNERS CERTIFICATE AND RESTRICTIONS
COVERING TURTLECREEK COMMONS, BLOCK I,
A Planned Unit Development**

Being a part of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Fourteen (14) North, Range Two (2) West, Indian Meridian, City of Edmond, Oklahoma County, Oklahoma.

KNOW ALL MEN BY THESE PRESENTS:

That, Turtlecreek Commons, a general partnership hereby certify that they are the Owners, as appears of record, of the land embracing a part of the W/2 of the SW/4 of the SE/4 of the SW/4 of Section 31, T14N, R2W, of the Indian Meridian to the City of Edmond, Oklahoma County, Oklahoma, being more particularly described as follows: **(metes and bounds legal description purposely omitted)**.

For the purpose of providing an orderly development of all of the lots and/or building sites, and blocks included in the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of themselves and their successors in title, the Owners do hereby impose the following restrictions and reservations on the entire plat of TURTLECREEK COMMONS, BLOCK I to which it shall be incumbent upon their successors in title to adhere, and any person or persons, corporation or corporations, hereafter becoming the owner or owners, either directly or through any subsequent transfers, or in any manner whatsoever, of any lot or lots, block or blocks, included in TURTLECREEK COMMONS, BLOCK I shall take, hold and convey same, subject to the following restrictions and reservations, to-wit:

(1) All of the building sites located in TURTLECREEK COMMONS, BLOCK I above described, shall be reserved exclusively for use as residential lots and/or residential building sites. No buildings or structures shall be erected, altered, placed or permitted to remain on any lot or building site in said subdivision other than single family dwellings not to exceed two stories in height.

(2) No building or structure of any sort may ever be placed, erected, or used for business, professional trade or commercial purposes, on any portion of any lot or block in TURTLECREEK COMMONS, BLOCK I. It is further provided that this prohibition shall not apply to any building or structure that may be placed on any lot or portion of a lot in TURTLECREEK COMMONS, BLOCK I that is used exclusively by a public or private utility company in connection with the furnishing of utility services to such subdivision.

(3) CONSTRUCTION OF RESIDENCES.

(a) ARCHITECTURAL CONTROL: No building, fence, wall or other structure or improvement shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans, including building plans with complete elevations, plot plans, landscape plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to topography and surrounding structures built and to be constructed in TURTLECREEK COMMONS, BLOCK I, by an architectural committee composed of Robert E. Turner, Joe T. Spellings, and Karen Morton. Said committee, their authorized representatives or successors, shall act and serve until December 31, 1987, at which time the record owners of two-thirds (2/3rds) of the Lots in TURTLECREEK COMMONS, BLOCK I may designate in writing, duly recorded with the land records of Oklahoma County, their authorized representatives who, thereafter, shall have all the powers, subject to the same limitations, as were previously delegated herein to the above named committee. Until December 31, 1987, Owners shall have the absolute right to name the successor of any of the above committee members who resign, die, or become unable to serve for any reason. Resignation shall only be accomplished by delivery of a written instrument to the Owners. In the event said committee, as above constituted, fails to approve it within thirty (30) days after such plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fully complied with.

(b) MINIMUM-SIZE OF DWELLINGS: Each Townhouse constructed, altered or erected in this addition shall contain not less than five hundred (500) square feet, exclusive of basements, one-story open porches, breezeways and attached garages.

(c) "SET BACK" RESTRICTIONS: No building, or any part thereof, shall ever be located nearer to the said street lot line than the building setback lines shown on the recorded plat of TURTLECREEK COMMONS, BLOCK I and identified as "Building Line".

(d) MATERIALS: No asbestos siding of any type shall be used as siding on exterior walls. Roofs are to be of wood shingles, shakes, clay, composition, tile, or of stone; any other roofing materials to be used shall be subject to the approval in writing, in advance of their use, by the committee.

All Structures of garages shall be not less than one (1) car type.

(e) CONSTRUCTION: No building material of any kind or character shall be placed or stored upon any residential lot until the owner is ready to commence improvements, and then such material shall be placed within the property line. No stumps, trees, underbrush, or any refuse of any kind or scrap metal from the improvements being erected on any Lot shall be placed on any adjoining lots, streets or easements. All such materials, if not disposed of immediately, must remain on the property upon which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property.

Upon commencement of excavation for construction on any Lot or Lots in this plat, the work on any one (1) building site must be continuous, weather permitting, until the improvements are completed. If such work is not continuous, the Owners or its designee may, but shall not be obligated to, complete such construction.

(f) No fences of any kind whatsoever shall be constructed on any building site, except that certain perimeter fence owned and maintained by the Homeowner's Association.

(4) IMPROVEMENTS AND ALTERATIONS. No improvements, excavation or other work which in any way alters the exterior appearance of any lot or the improvements located thereon from its natural or improved state existing on the date such lot was first conveyed in fee by Owners to an owner shall be made or done without the prior written approval of the Architectural Committee. Pursuant to its rule making power said committee shall establish a procedure for the preparation, submission and determination of applications for any alteration or improvement.

(5) ANIMALS. No animals or fowl, other than a reasonable number of generally recognized house pets, shall be maintained on any lot within TURTLECREEK COMMONS, BLOCK I, and then only if they are kept, bred or raised thereon solely as household pets and not for commercial purposes. No animal or fowl shall be allowed to make an unreasonable amount of noise, or otherwise to become a nuisance. No structure for the care, housing or confinement of any animal or fowl shall be maintained outside a dwelling unit or in the common area.

(6) ANTENNAS. No antenna for transmission or reception of television signals or any other form of electro-magnetic radiation shall be erected, used or maintained outdoors, whether attached to a building or structure or otherwise, without permission of the Architectural Committee.

(7) UTILITY SERVICE. No line, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed or maintained anywhere in or upon any lot, unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved structures. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved buildings.

(8) TEMPORARY OCCUPANCY. No trailer, basement of any uncompleted building, tent, shack, garage or barn, and no temporary building or structure of any kind, shall be used at any time for a residence either temporary or permanent. Temporary building or structures used during the construction of a dwelling shall be removed immediately after the completion of construction.

No miscellaneous structures are allowed on this property without the prior written approval of the Declarant. These miscellaneous structures include, but are not limited to outbuildings (building structures not attached or forming a part of the principal living structure), storage tanks, tool sheds, kennels, pool houses, pergola, radio or television towers, antennas or aerials, satellite dish receivers, or any temporary structure. This is not intended to prohibit outbuildings, etc., but only to control the use thereof for the protection of all owners. No house or outbuilding shall be moved to any lot from any other locality, without the prior consent of the Declarant.

No building or other structure shall be constructed or maintained upon any lot which would in any way impede natural drainage without the prior consent of the Declarant. No grading, scraping, excavation or the re-arranging of the surface of any lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth: requirement of any utility line, pipe, wire or easement.

(9) TRAILERS, BOATS AND MOTOR VEHICLES. No mobile home, trailer of any kind, permanent tent, or similar structure, and no truck camper or boat shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any lot or street within TURTLECREEK COMMONS, BLOCK I, in such a manner as will be visible from neighboring property; all such vehicles must be parked in the garage areas and said garage areas may not be used for any other purpose, provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction or any work or improvement approved by the Architectural Committee. Moreover, no automobile, truck, trailer, tent or temporary structure of any nature whatsoever, shall ever be permanently parked, located or otherwise maintained in TURTLECREEK COMMONS, BLOCK I.

(10) NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot, and no odors shall be permitted to arise there from, so as to render any lot or portion thereof unsanitary, unsightly, offensive or detrimental to any of the property in the vicinity thereof or to the occupants thereof. No nuisance shall be permitted to exist or operate upon any lot so as to be offensive or detrimental to any property in the vicinity thereof or to its occupants. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any lot in TURTLECREEK COMMONS, BLOCK I

(11) TRASH CONTAINERS AND COLLECTION. No garbage cans or refuse containers shall be placed or permitted to remain at the street side of the dwelling or upon the lot within view of the street, except on those days scheduled for garbage and refuse collection by the City of Edmond. Subsurface garbage containers shall be automatically approved by the Architectural Committee. Except on days for collection, said cans or containers shall be kept in a place that is not subject to public view. Garbage cans shall not be visible from neighboring property nor from the street and/or alley side and shall be concealed by walls of similar materials as used on the residence.

(12) CLOTHES DRYING FACILITIES. No outside clotheslines or other outside clothes drying or airing, facilities shall be permitted in BLOCK ONE, TURTLE CREEK COMMONS.

(13) RIGHT OF ACCESS AND CONSTRUCTION OVERHANG EASEMENT. Property owners shall have maintenance and construction rights and access to the property which adjoins theirs at reasonable hours.

(14) RIGHT OF ENTRY. During reasonable hours, Owners, any member of the Architectural Committee, or any authorized representative of any of them, shall have the right to enter upon and inspect any building, site, lot or parcel of the improvement thereon for the purpose of ascertaining whether or not the provisions of the BLOCK ONE, TURTLE CREEK COMMONS restriction have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

(15) MINERAL EXPLORATION. No property within BLOCK ONE, TURTLE CREEK COMMONS shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel earth or any earth substance of any kind. No tank for the storage of oil or other fluid may be maintained above or below the ground on any of these lots.

(16) MACHINERY AND EQUIPMENT. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any lot within TURTLE CREEK COMMONS, BLOCK I except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a private residence.

(17) DISEASES AND INSECTS. No owner shall permit any thing or condition to exist upon his lot which shall induce, breed or harbor infectious plant diseases, noxious insects or termites.

(18) RESTRICTION ON FURTHER SUBDIVISION. No lot in TURTLE CREEK COMMONS, BLOCK I shall be further subdivided, re-arranged or replatted, nor shall any less than all of such lot be conveyed or any easement or other interest given therein without the prior written approval of Owners.

(19) SIGNS. No signs whatsoever (including but without limitation, commercial and similar signs), which are visible from neighboring property, shall be erected or maintained on any lot within TURTLE CREEK COMMONS, BLOCK I, except:

(a) Such signs as may be required by legal proceedings.

(b) Residential identification signs of a combined total face area of seventy-two square inches or less for each lot, and

(c) Not more than one "For Sale" or "For Rent" sign having a maximum face area of five square feet.

(20) DECLARANTS EXEMPTION. Nothing contained in the BLOCK I, TURTLE CREEK COMMONS restrictions shall be construed to prevent the erection or maintenance by Owners or their duly authorized agents of structures or signs necessary or convenient to the development, sale, operation or other disposition of property within BLOCK I, TURTLE CREEK COMMONS.

(21) PARTY WALLS. The rights and duties of owners with the respect to party walls of party fences shall be as follows:

(a) The owners of contiguous lots who have a party wall or shall equally have the right to use such wall or fence, provided that such use does not interfere with the use and enjoyment of adjoining lots.

(b) In the event the party wall or is damaged or destroyed through the act of an owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) it shall be the obligation of such owner to rebuild and repair the party wall without cost to the adjoining lot owner or owners.

(c) In the event any such party wall is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining owner, his agents, guests or family, it shall be the obligation of all owners whose lots adjoin such wall to rebuild and repair such wall at their joint and equal expense.

(d) Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any party wall or common roof without the prior consent of all owners of any interest therein, whether by way of easement or in fee.

(22) ENCROACHMENTS. With respect to the encroachments which are inherent in planned developments, there are reserved for the benefit of each lot and owner thereof the following easements:

(a) A reciprocal easement appurtenant to and over each contiguous lot, for the purpose of accommodating any encroachment of any party wall, party fence or overhanging structures.

(b) A reciprocal easement appurtenant to and over each contiguous lot, for the purpose of accommodating any natural settlement of any structures located on any of said lots.

(c) A reciprocal easement appurtenant to and over each contiguous lot for the installation and maintenance of all utilities including but not limited to electrical or natural gas lines.

(23) The common areas shall be exclusively for pedestrian use by owners and their invited guests. There shall be absolutely no motorcycles or motorbikes allowed at any time in the common areas nor shall any other motorized vehicle such as cars, jeeps, dune buggies or any other similar vehicle be allowed except such equipment as is necessary to mow and/or maintain said areas.

(24) At no time shall any lot owner whose lot abuts any of the common areas build or cause to be built any fence or other structure that encroaches on any part of any of the common areas as shown on the plat of BLOCK I, TURTLECREEK COMMONS. Nothing may ever be erected or placed that would obstruct the flow of drainage through the open drainage channels (bar ditches) or the portion of the common areas that from time to time serve as drainage areas.

(25) Should the owner and/or tenant of any lot or lots or building sites violate any of the restrictive covenants and/or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein, after reasonable notice, then in such event, any owner of any lot or building site in BLOCK I, TURTLECREEK COMMONS may institute legal proceedings to enjoin, abate, and/or correct such violation or violations, and the owner of the said lot or lots or building site permitting the violation of such restrictions and/or conditions shall pay all attorney fees, court costs, and other necessary expenses incurred by the aforesaid violation or violations, and it is further agreed that such costs allowed and assessed by the Court for the aforesaid violation or violations shall become a lien upon the land, as of the date legal proceedings were originally instituted and said lien shall be subject to foreclosure in such action so brought to enforce such restrictions in the same manner as liens upon real estate, the procedure as to which is fixed by statute.

(26) The covenants herein stated are to run with the land, and shall be binding upon all parties and all persons claiming under them until December 31, 2003, at which time, said covenants shall be automatically extended for successive periods of five (5) years, unless by a vote of the then owners of three-fourths of the lots in TURTLECREEK COMMONS, BLOCK I, it is agreed to change such covenants in whole or in part. The intent hereof is that the covenants herein contained shall be perpetual but that an option is hereby granted to those persons shown to be the owners of record of the lots in said subdivision on January 1, 2003, to change or revoke the same or any part thereof by a vote of the owners of three-fourths of all of the lots in said BLOCK I, TURTLECREEK COMMONS and a similar option is granted at the expiration of each five (5) years thereafter.

(27) Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Owners of the property included in the plat of TURTLECREEK COMMONS, BLOCK I have executed this instrument this 13th day of May, 1983.

Signed by Joe T. Snellings and Robert E. Turner, General Partners of Turtlecreek Commons, a general partnership.

**DECLARATION OF COVENANTS
COVERING TURTLECREEK COMMONS, BLOCK I,
a Planned Unit Development**

Being a part of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Fourteen (14) North, Range Two (2) West, Indian Meridian, City of Edmond, Oklahoma County, Oklahoma.

This Declaration, made this 13th day of May, 1983 by Turtlecreek Commons, a general partnership hereinafter called "Declarants", and Declarants have created a home owners association for the purposes of owning the common areas, including interior streets, as platted and dedicated as a part of TURTLECREEK COMMONS, BLOCK I, an addition in Oklahoma County, State of Oklahoma, as set forth above.

WITNESSETH:

WHEREAS, Declarants, Turtlecreek Commons, a general partnership, owners of all of TURTLECREEK COMMONS, BLOCK I, Being a part of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Fourteen (14) North, Range Two (2) West, an Addition to Edmond, Oklahoma, recorded in Book 4875, Page 694 and 695, and Declarants desire to create private common streets and limited common facilities for the benefit of said property and each owner thereof; and,

WHEREAS, Declarants desire to provide for the preservation of the values and amenities of said community and for the maintenance of the common elements, and to this end, desire to subject the real property described in Article II, Section 1 to the covenants, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof and,

WHEREAS, Declarants have deemed it desirable, for the efficient preservation of the values and amenities of said community, to have incorporated under the Laws of the State of Oklahoma a non-profit corporation, TURTLECREEK COMMONS, BLOCK I, Some Owners Association, Inc., to which should be delegated and assigned the powers of administering and enforcing the covenants and collecting and disbursing the assessments and charges hereinafter created; a true copy of the By-laws of said corporation is attached hereto and made a part hereof.

NOW, THEREFORE, Declarants hereby declare that all of the property described above should be held, sold and conveyed subject to the following easements, covenants and conditions, which are for the purpose of protecting the values and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in said described real property or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to TURTLECREEK COMMONS, Home Owners Association, Inc., an Oklahoma non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers and buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in Article III hereof, and such additions thereto within a part of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Fourteen (14) North, Range Two (2) West, Oklahoma County, Oklahoma, as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto, if any) owned by the Association for the common use and enjoyment of the owners. The Common area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

(a) All interior private streets and roadways designated on the Plat of TURTLECREEK COMMONS, BLOCK I, recorded in Book 49, Page 2, of the Public Records of Oklahoma County, Oklahoma, and all other elements of the property necessary or convenient to its existence, maintenance and safety, or normally in common use, located upon the real property described in Article II hereof.

(b) The "Greenbelt Areas" designated "A" and "B" and all other utility and drainage easements in the above addition.

Section 5 "Common Expenses" shall mean the expense of administration, insurance, maintenance, repair or replacement of the Common Area.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 7. "Declarants" shall mean and refer to Turtlecreek Commons, a general partnership, their heirs or assigns.

Section 8. "Street" shall mean all interior private streets, lanes, drives, boulevards, roads, places, manors, terraces or public ways including portions of the Common Area used as ingress to and egress from any lot or building site as shown on any recorded subdivision plat of the Properties.

ARTICLE II FUTURE ADDITIONS

Section 1. Although this declaration includes only the real property described in Article III hereof, it is the intention of the Declarants, pursuant to Section 3 of this Article II, to cause additional or supplementary declarations to be filed with respect to the remainder of the entire Development, which additional or supplementary declarations will be complimentary in concept to this declaration, and which future declarations may make other portions of the Development subject to this declaration and may provide for the addition of owners in such other areas as members of the Association and of additional Common Areas to be owned by the Association. Notwithstanding any provision to the contrary herein contained, Declarants shall not be obligated to cause additional declarations to be filed.

Section 2. Each member of the Association shall be subject to its Articles of incorporation By-laws, rules and regulations, as from time to time established and/or amended. The Common Areas which will be owned by the Association are shown on the plat described below in Article III and may ultimately include other lands within the Development which are not included in said plat.

Section 3. If the Declarants should develop additional lands within the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Fourteen (14) North, Range Two (2) West, Oklahoma County, Oklahoma, such additional, lands may be annexed to the said Properties without the assent of any of the members of said Association.

ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in Oklahoma City, State of Oklahoma, and is more particularly described as follows:

TURTLECREEK COMMONS, BLOCK I, a planned unit development being a part of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Fourteen (14) North, Range Two (2) West, Indian Meridian, Edmond, Oklahoma County, Oklahoma.

**ARTICLE IV
PROPERTY RIGHTS IN THE COMMON AREAS**

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2 of this Article IV. every member shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot.

Section 2. Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas.

(b) The right of the Association to suspend the voting rights of any owner for any period during which any assessment against his lot remains unpaid; or for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association; and

(c) The right of the Association, with the prior consent of the Declarants, to dedicate or transfer all or any part of the Common Areas to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Association, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purposes or condition.

Section 3. Delegation of Use. Any member may delegate, in accordance with the By-Laws or the Association, his right of enjoyment to the Common Areas and facilities to the members of his family, invitees, his tenants or contract purchasers who reside on the property, subject to such rules, regulations and limitations as the Association may, from time to time, establish.

Section 4. Declarants hereby covenant for themselves, their heirs and assigns that they will convey fee simple title to the land designated as Common Areas to the Association, free and clear of all encumbrances and liens.

Section 5. The Association shall own, control, maintain, manage and improve the Common Area as provided in this declaration and its Articles of Incorporation and By-Laws. Such right and power of control and management shall be exclusive, provided, however, that said private roadways shall always be open to police, fire and other official vehicles of all State, Federal, County and City agencies.

Section 6. Any other provision hereof to the contrary notwithstanding, all members of the Association, regardless of the class, shall have and possess the right to use and enjoy all of the Common Areas owned by the Association, which right may not be denied to any member of any class without consent of all members of all classes, except that the Board of Directors of the Association may, from time to time, establish rules and regulations governing the use of the Association's Common Areas by members of all classes and their guests; provided, that such rules and regulations as from time to time adopted shall be uniform as to all members regardless of class.

**ARTICLE V
OWNERSHIP AND PROPERTY RIGHTS IN THE COMMON AREA**

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall pass with the title to every Lot, subject to the following provisions:

(a) The payment of a monthly Assessment in advance by each of the above owners to the Association of the sum as set out below to be deposited in a special account by said Association for the purpose of paying common area expenses, which shall include, maintenance of all streets or roadways referred to in Common Area (a) above and including the moving, cleaning and maintenance of said Common Area, set out as drainage and greenbelt areas (b) above. The Declarants shall improve and maintain the Common Areas for a period of six months from date hereof, without cost to owners during this period of time. However, nothing herein contained

shall require the foregoing to be done within six months.

Section 2. Delegation of Use. Any owner may delegate his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, invitees or contract purchasers who reside on the property.

ARTICLE VI MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

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

Class B. Class B member(s) shall be the Declarants and shall be entitled to, three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening or either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) January 1, 1986

ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any lot, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessments is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, 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 assured by them.

Section 2. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties, and for the improvement and maintenance of the Common Areas.

Section 3. Maximum Monthly Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be sixty dollars (\$60.00) per Lot.

(a) Assessments per lot:

Lot 1 Block 1 \$50.00 per month
Lot 3 Block 1 \$45.00 per month
Lot 5 Block 1 \$57.00 per month
Lot 7 Block 1 \$58.00 per month
Lot 9 Block 1 \$57.00 per month
Lot 11 Block 1 \$57.00 per month

Lot 2 Block 1 \$58.00 per month
Lot 4 Block 1 \$58.00 per month
Lot 6 Block 1 \$57.00 per month
Lot 8 Block 1 \$45.00 per month
Lot 10 Block 1 \$52.00 per month
Lot 12 Block 1 \$57.00 per month

Lot 13 Block 1 \$57.00 per month
Lot 15 Block 1 \$50.00 per month

Lot 14 Block 1 \$57.00 per month

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment may be increased each month not more than five per cent (5%) above the maximum assessment for the previous month without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment may be increased above five per cent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Exterior Maintenance. In addition to maintenance upon the Common Areas, the Association may at the request of an Owner provide all or any part of the following exterior maintenance upon such Owner's Lot which is subject to an assessment under Article VII thereof; painting, repairing, replacing or caring for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

Section 5. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday or a legal holiday, provided, however, that the Owner may withdraw his request for such maintenance at any time, after which the Association will no longer have such access; but further provided that such Owner will remain personally liable for all costs by then reasonably incurred by the Association which will be assessed, subject to lien, all as provided in Section 3.

Section 6. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting, called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

[note to reader - paragraphs are misnumbered in original and preserved in this rendition]

Section 6. Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or annual basis.

Section 7. Date of Commencement of Monthly Assessments: Due Dates. The monthly assessments provided for herein shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Areas or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. 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 proceeding 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 assessments thereafter becoming due or from the lien thereof.

**ARTICLE VIII
ARCHITECTURAL CONTROL**

No building, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plan and specification showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event, said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

**ARTICLE IX
GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one if these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this 13th day of May, 1983.

Signed by Joe T. Snellings and Robert E. Turner, General Partners of Turtlecreek Commons, a general partnership.

**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF
TURTLE CREEK COMMONS, BLOCK I
A Planned Unit Development**

This amendment, made this 16th day of May, 1983, by Turtle Creek Commons, a general partnership, and hereinafter called "Declarants", whereas Declarants are the owners of 90% of the Lots in Turtlecreek Commons, Block I,

WHEREAS Declarants desire to amend the Declaration of Covenants and Restrictions for Turtlecreek Commons, Block I, filed on May 16, 1983 in Book 5005, Page 886,

NOW THEREFORE Declarants hereby declare that Article II of said Declarations is hereby amended as follows:

**ARTICLE II
FUTURE ADDITIONS**

Section 1. Expandable Nature of the Project. The real property described on Exhibit "A" may be annexed to and become subject to this Declaration as set forth hereinafter in this section.

Section 2. Development of the Covered Property. Declarant intends to develop the real property shown an Exhibit "A", moreover, 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" 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 so executed and recorded.

Section 3. Supplementary Declaration. A Supplementary Declaration shall be a writing in recordable form which annexes all or portions of the real property described in Exhibit "A" 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. Provided, however, Declarant shall execute and record any such Supplementary Declaration pursuant to this section within seven (7) years subsequent to the recordation of this Declaration.

Section 4. 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" said real property and Owners of Lots therein will become subject to the functions, powers and jurisdiction of the Association. The plan of this Declaration shall be extended to said real property and all of the Owners of Lots in said real property shall automatically be 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's Lot.

Section 5. Contents of Supplementary Declaration. Any Supplementary Declaration filed pursuant hereto shall contain the following items:

Section 5.1 Description of land to be annexed (the "Annexed Land") and an amended Exhibit "A." created by the annexation.

Section 5.2 The Lot designation of each lot located on the Annexed Land and any other data necessary for its proper identification.

Section 5.3 A description of the Common Elements and Limited Common Elements, if any, located on the Annexed Land.

Section 5.4 A declaration that voting rights and the date for assigning assessments will be the same as those in the declaration filed on May 19, 1983, in Book 5005, Page 886

Section 6. 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 Annexed Declarations.

Each and all of the Lot Owners of all existing Lots and all annexed Lots hereafter and their respective mortgagees, grantees, heirs, administrators, executors, legal-representative, 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:

Section 6.1 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.

ARTICLE VII

Section 3.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment may not be increased more than fifteen per cent (15%) above the maximum assessment for the previous year without a vote of the membership.

Section 10. Insurance.

Master Policy. The Association shall carry a blanket insurance policy in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost) from an insurance company qualified to do and conduct business in the State of Oklahoma and holding a rating of Best's insurance Reports of class XV or better (the limits of coverage of which insurance shall be reviewed annually by the Board of Directors), of fire, lightning, extended coverage, vandalism and malicious mischief all risk agreed amount and inflation guard endorsement and replacement cost covering the Common Elements and Lots and any fixtures, equipment, or other property within the Lots which are to be financed by a mortgage, whether a Common Element or not, and, if required by law, workmen's compensation insurance (all of which hereinafter referred to as the "Master Policy"), with respect to the project and the Association's administration thereof. Such policy must contain the standard mortgagee clause (without contribution) which must be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of mortgagees, their successors, and assigns, as their interest may appear.

If the project is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards, a per building policy of flood insurance must be maintained in the amount of one hundred percent (100%) of current replacement cost of all buildings or other insurable property or the maximum limit of coverage available under the National Flood Insurance Act of 1958, as amended, whichever is less. Said Master Policy and the endorsements made a part thereof may provide for such deductibles from any amounts otherwise payable hereunder as the Association may determine, and shall also provide that the Association, its Board (and each member thereof), its officers (and each of them), the Manager and his staff, and the agents representatives and employees of the Association, (V) provide that aid Master Policy cannot be cancelled, invalidated, suspended, substantially modified, terminated, avoided or expire in whole or in part by reason of any act, omission or breach of any covenant contained in this, Declaration by any Owner, Declarant, the Association, its Board, its officers, the Manager and his staff, or the agents, representatives, or employees of the Association without a prior written demand that the Association cure such breach, and that in no event shall said policy be invalidated, suspended, terminated, voided or expire for any reason without thirty (30) days prior written notice from the insurer to the Association, Declarant and to any Owner or mortgagee who shall have filed a written request with said insurer for such notice.

The Board of Directors shall also obtain and maintain, to the extent obtainable, comprehensive general liability insurance in covering all of the Common Elements in the project. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Lot Owner because of negligent acts of the Association or other Lot Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. Coverage shall be for at least One Million Dollars (\$1,000,000.00) per occurrence, for personal injury, including death of persons, and/or property damage. The Association shall use its best efforts to see that the liability insurance carried by the Association shall contain cross-liability insurance endorsement, or appropriate provisions to cover liability of the Owners, individually and as a group, to another Owner. Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days; prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

Section 11. Fiduciary Liability Insurance. The Board of Directors shall also obtain and maintain fiduciary liability insurance coverage against dishonest acts on the part of officers, directors, managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than (I) one and one-half (1 1/2) times the estimated annual operating expenses and reserves or (II) the estimated maximum of funds, including reserve fund, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond, or (iii) a sum equal to three (3) months aggregate assessments on all Lots plus reserve funds. In connection with such coverage an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The fidelity insurance policy shall provide that it may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association or to any mortgagee or servicer.

Section 12. Damage to or Destruction of Improvements. Repair Resolution Not to Proceed with Repair; Partition; Notice to Mortgagees Where Substantial Damage. Except as hereinafter provided, damage to a Building shall be promptly repaired and restored by the Board of Directors using the proceeds of insurance, if any, on the Building for that purpose, and the effected Lot Owners shall be liable for assessment for any deficiency; provided, however, if there is substantially total destruction of the property or if seventy-five percent (75%) of the Lot Owners other than the Declarant and seventy-five percent (75%) of the holders of first mortgages duly resolve not to proceed with repair or restoration, then and in that event the property or so much thereof as shall remain, shall be subject to partition at the suit of any Lot Owner, in which event the net proceeds of sale, together with the net proceeds of insurance policies, if any, shall be considered as one fund and shall be divided among all the Lot Owners in proportion to their respective assessments after first paying off, out of the respective shares of Lot Owners, to the extent sufficient for that purpose, all liens on the Lot of each Lot Owner. First mortgagees will be given immediate notice of any substantial damage or loss to, or taking of, the Common Elements of the project if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00) or damage to a Lot covered by a mortgage purchased in whole or in part by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association exceeds One Thousand Dollars (1,000.00). No reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of such a project may be effected without the prior approval of holders holding mortgages on all remaining Lots whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining Lots subject to holders of mortgages.

Section 13. Eminent Domain.

Section 13.1 Acquisition of All or Substantially 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 Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Owner and mortgagees, if any, as their interest may appear, for the Lot. Upon acquisition, unless the decree otherwise provides, that Lots entire 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, executed, 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.

Section 13.2 Acquisition of Part of a Lot. Except as provided above, 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. Upon acquisition, (1) that Lot's 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 the Declaration, and (2) the portion of Assessment, 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.

Section 13.3 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 for the use and benefit of the Lot Owners and their mortgagees, as their interests may appear. 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 interests before the taking.

Section 13.4 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.

ARTICLE IX

Section 3. Revocation or Amendment to Declaration; Approvals by Mortgages. 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 and eighty percent (80%) of the holders of any recorded first mortgage or lien covering or affecting any or all Lots consent and agree to such amendment by instrument(s) duly recorded. (First mortgage holders who receive a written request to approve amendments who do not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.)

Section 4. Declarant Easement. The 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.

Section 5. Records; Inspection Owners and Mortgagees.

Retention. The Board of Directors shall keep or cause to be kept current certified copies of the recorded Declaration, Bylaws, and the books and records with detailed accounts of the receipts and expenditures affecting the project 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 available for inspection by all Owners, lenders, and the holders, insurers, and guarantors of first mortgages at convenient hours on working days or under other reasonable circumstances.

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

Section 6. Leasing. Lot Owners may lease their lots to individuals for a period of not less than 30 days.

Section 7. Reserve Fund 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 and those Limited Common Elements which the Association may be obligated to maintain. The fund shall be maintained out of regular assessments for common expenses. Additionally, a working capital fund shall be established for the initial months of the project operation equal to at least a two (2) months 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 of each Lot and maintained in a segregated account for the use and benefit of the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this 16th day of May, 1983.

Signed by Joe T. Snellings and Robert E. Turner, General Partners of Turtlecreek Commons, a general partnership.

EXHIBIT "A"
LEGAL DESCRIPTION

(metes and bounds legal description purposely omitted)

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BLOCKS 2, 3 & 4 TURTLECREEK COMMONS, BEING A PART OF THE SW/4
SEC. 31 - T14N - R2W, I.M., EDMOND, OKLAHOMA,
AS RECORDED IN BOOK 51 OF PLATS, AT PAGE 54 OF THE PUBLIC RECORDS.**

This Declaration made this 16th day of March, 1984, by Bob Turner, Inc., an Oklahoma Corporation.

WITNESSETH:

WHEREAS, for purposes of this instrument, Bob Turner Inc., an Oklahoma Corporation, shall be hereinafter referred to as "Declarant", and

WHEREAS, certain declarations of covenants, conditions and restrictions covering and affecting Block 1 Turtlecreek Commons, A Planned Unit Development, same being an area platted and dedicated and filed for record in Book 49 of Plats, Page 2, have been filed for record in Book 5005, Page 264, as amended in Book 5030, Page 1134 including By-Laws of Turtle Creek Commons Home Owners Association, Inc.

NOW, THEREFORE, the undersigned Declarant is the owner of all lots and blocks located in and a part of Blocks 2, 3 & 4 Turtlecreek Commons, as recorded in Book 51 of Plats, Page 54 does hereby adopt the Declaration of Covenants, Conditions and Restrictions for Block I Turtlecreek Commons and the By-Laws of Turtlecreek Commons Home Owner's Association, Inc., as recorded in Book 5005, Page 264, re-filed in Book 5006, Page 886, and amended in Book 5030, Page 1134, of the public records of Oklahoma County, Oklahoma, and the same shall apply to and be effective for all lots and blocks dedicated as a part of the platted area known as Blocks 2, 3 & 4 Turtlecreek Commons, as recorded in Book 51, Page 54, of the public records, Oklahoma County, State of Oklahoma, as though the same were included in detail herein. Further, the owners of the lots and blocks referred to in the platted area last above set out shall become a part of the home Owners Association referred to above.

IN WITNESS WHEREOF, we have placed our hands and seal the day and year first above written.

Signed by Bob Turner, President of BOB TURNER, INC., an Oklahoma Corporation