

NOTE TO READER – THIS DOCUMENT HAS BEEN RETYPED FROM THE RECORDED COPY BY EMPLOYEES OF NEIGHBORHOOD SERVICES CORPORATION. ALTHOUGH DUE CARE WAS TAKEN TO INSURE ACCURACY MISTAKES AND OMISSIONS MAY HAVE OCCURRED IN THE RETYPING. YOU SHOULD NOT RELY ON THIS DOCUMENT AS THE BASIS FOR IMPORTANT DECISIONS WITH REGARD TO THE PURCHASE OR USE OF ANY PROPERTY, AND NO LIABILITY OR RESPONSIBILITY IS ACCEPTED BY NEIGHBORHOOD SERVICES CORPORATION FOR ERRORS CONTAINED HEREIN. YOU MAY OBTAIN COPIES OF THE RECORDED DOCUMENTS FROM THE OKLAHOMA COUNTY CLERKS OFFICE, IN OKLAHOMA CITY, OKLAHOMA.

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
THE VILLAGES AT COFFEE CREEK**

TABLE OF CONTENTS

ARTICLE I - CREATION OF THE COMMUNITY

- 1.1. Development Intent
- 1.2. Duration
- 1.3. Governing Documents

ARTICLE II - CONCEPTS AND DEFINITIONS

- 2.1. Architectural Review Committee
- 2.2. Area of Common Responsibility
- 2.3. Association
- 2.4. Base Assessment
- 2.5. Board of Directors or Board
- 2.6. Builder
- 2.7. Bylaws
- 2.8. Certificate
- 2.9. Common Area
- 2.10. Common Expenses
- 2.11. Community-Wide Standard
- 2.12. Declarant
- 2.13. Design Guidelines
- 2.14. Exclusive Common Area
- 2.15. Governing Documents
- 2.16. Master Plan
- 2.17. Member
- 2.18. Mortgage; Mortgagee
- 2.19. Official Records
- 2.20. Owner
- 2.21. Person
- 2.22. Properties or The Villages at Coffee Creek
- 2.23. Reviewer
- 2.24. Rules and Regulations
- 2.25. Special Assessment
- 2.26. Specific Assessment
- 2.27. Supplemental Declaration
- 2.28. Unit
- 2.29. Use Restrictions
- 2.30. Village
- 2.31. Village Assessments
- 2.32. Village Association
- 2.33. Village Expenses
- 2.34. Voting Group
- 2.35. Voting Member

ARTICLE III - USE AND CONDUCT

- 3.1. Framework for Regulation

- 3.2. Authority to Enact Use Restrictions
- 3.3. Owners' Acknowledgment
- 3.4. Protection of Owners

**ARTICLE IV - ARCHITECTURE AND
LANDSCAPING**

- 4.1. General Requirement for Prior Approval
- 4.2. Architectural Review
- 4.3. Guidelines and Procedures
- 4.4. No Waiver of Future Approvals
- 4.5. Variances
- 4.6. Limitation of Liability
- 4.7. Enforcement

ARTICLE V - MAINTENANCE AND REPAIR

- 5.1. Level of Maintenance Required
- 5.2. Owner's Responsibility
- 5.3. Village's Responsibility
- 5.4. Responsibility for Repair and Replacement

**ARTICLE VI - THE ASSOCIATION AND ITS
MEMBERS**

- 6.1. Functions of Association
- 6.2. Membership
- 6.3. Voting
- 6.4. Villages, Voting Members, and Voting Groups

**ARTICLE VII - ASSOCIATION POWERS AND
RESPONSIBILITIES**

- 7.1. Acceptance and Control of Association Property
- 7.2. Maintenance of the Area of Common Responsibility
- 7.3. Insurance
- 7.4. Compliance and Enforcement
- 7.5. Implied Rights: Board Authority
- 7.6. Powers of the Association Relating: to Villages
- 7.7. Disclaimer of Liability
- 7.8. Provision of Services
- 7.9. Security

7.10. Indemnification

Article VIII - ASSOCIATION FINANCES

- 8.1. Budgeting and Allocating Common Expenses
- 8.2. Budgeting and Allocating Village Expenses
- 8.3. Budgeting for Reserves
- 8.4. Authority to Assess Owners; Time of Payment
- 8.5. Declarant's Option to Fund Budget Deficits
- 8.6. Special Assessments
- 8.7. Specific Assessments
- 8.8. Personal Obligation
- 8.9. Lien for Assessments
- 8.10. Date of Commencement of Assessment Obligations
- 8.11. Failure to Assess
- 8.12. Exempt Property
- 8.13. Capitalization of Association

Article IX - EXPANSION OF THE COMMUNITY

- 9.1. Expansion by Declarant
- 9.2. Expansion by the Association
- 9.3. Additional Covenants and Easements
- 9.4. Effect of Filing Supplemental Declaration

Article X - SPECIAL RIGHTS RESERVED TO DECLARANT

- 10.1. Withdrawal of Property
- 10.2. Planned Community
- 10.3. Construction of Improvements
- 10.4. Right To Use Common Area
- 10.5. Other Covenants Prohibited
- 10.6. Right To Approve Changes in Community Standards
- 10.7. Use of the Name "The Villages at Coffee Creek"
- 10.8. Right To Transfer or Assign Declarant Rights
- 10.9. Multi-Family Residential Use

Article XI - EASEMENTS

- 11.1. Easements in Common Area
- 11.2. Easements of Encroachment
- 11.3. Easements for Utilities Etc
- 11.4. Easements To Serve Additional Property
- 11.5. Easements for Cross-Drainage
- 11.6. Right of Entry
- 11.7. Easements for Maintenance and Enforcement
- 11.8. Rights to Storm water Runoff, Effluent and Water Reclamation
- 11.9. Easements for Lake and Pond Maintenance and Flood Water

Article XII - EXCLUSIVE COMMON AREAS

- 12.1. Purpose
- 12.2. Designation
- 12.3. Use by Others

Article XIII - PARTY WALLS AND OTHER SHARED STRUCTURES

- 13.1. General Rules of Law to Apply
- 13.2. Maintenance: Damage and Destruction
- 13.3. Right To Contribution Runs With Land
- 13.4. Disputes

Article XIV - DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

- 14.1 Agreement To Avoid Litigation
- 14.2. Claims
- 14.3. Mandatory Procedures
- 14.4. Allocation Of Costs or Resolving Claims
- 14.5. Enforcement of Resolution
- 14.6. Consensus for Association Litigation

Article XV - GOLF COURSE

- 15.1. General
- 15.2. View Impairment

Article XVI - PROTECTION OF MORTGAGEES

- 16.1. Notices of Action
- 16.2. No Priority
- 16.3. Notice to Association
- 16.4. Failure of Mortgagee to Respond
- 16.5. HUD/VA Approval

Article XVII - CHANGES IN OWNERSHIP OF UNITS

Article XVIII - CHANGES IN COMMON AREA

- 18.1. Condemnation
- 18.2. No Partition
- 18.3. Dedication of Common Area
- 18.4. Actions Requiring Owner Approval

Article XIX - AMENDMENT OF DECLARATION

- 19.1. Amendment by Declarant
- 19.2. Amendment by Owners
- 19.3. Validity and Effective Date of Amendments
- 19.4. Severability

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
THE VILLAGES AT COFFEE CREEK**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE VILLAGES AT COFFEE CREEK ("Declaration") is made this 30th day of July, 1998, by Covell Road Properties, L.L.C., an Oklahoma limited liability company (the "Declarant").

Throughout this document, there are diagrammatic summaries to aid the reader's comprehension and use of the Governing Documents. The diagrammatic summaries exist for illustrative purposes only. In the event of a conflict between any diagrammatic summary and the text of any of the Governing Documents, the text shall control.

INTRODUCTION TO THE COMMUNITY

Covell Road Properties, L.L.C., as the developer of The Villages at Coffee Creek, has established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance and preservation of The Villages at Coffee Creek as a planned community. The Villages at Coffee Creek Community Association, Inc. and this Declaration reflect goals and aspirations and possess the powers necessary to develop a vibrant, cohesive, active community.

Declarant is the owner of the real property described in Exhibit "A," which is attached hereto and incorporated herein by this reference. This Declaration imposes upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Properties and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Properties. An integral part of the development plan is the creation of The Villages at Coffee Creek Community Association, Inc., an incorporated association comprised of all Unit Owners in The Villages at Coffee Creek to own, operate, and maintain common property and community improvements and to administer and enforce the Governing Documents for The Villages at Coffee Creek.

**ARTICLE I
CREATION OF THE COMMUNITY**

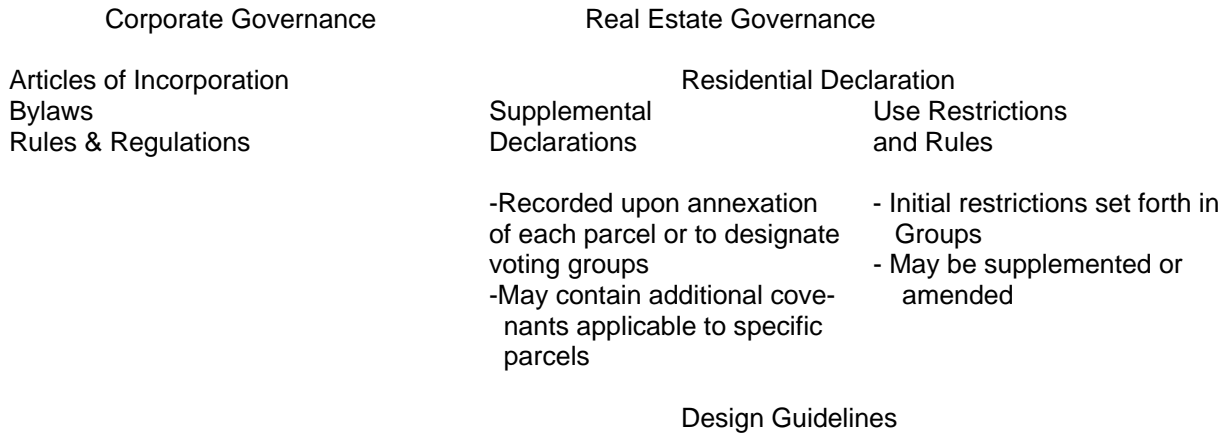
1.1. Development Intent. Declarant hereby declares that all of the property described in Exhibit "A" and any additional property subjected to this Declaration by Supplemental Declaration shall be held, sold, used, and conveyed subject to the following covenants, conditions, and restrictions which touch, concern, and shall run with title to the land. This Declaration shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in the Properties or any part thereof, their heirs, successors, successors-in-title, and assigns. This Declaration shall be enforceable by the Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns.

This document does not and is not intended to create a condominium within the meaning of the Oklahoma Unit Ownership Estate Act, Title 60, Chapter 11, Section 501 et. seq. of the Oklahoma Statutes Annotated.

1.2. Duration. Unless otherwise provided by Oklahoma law, in which case such law shall control, this Declaration may not be terminated within 20 years of the date of recording without the consent of all Owners. After 20 years from the date of recording, this Declaration may be terminated only by an instrument in writing, signed by Members representing not less 70% of the total Class "A" votes and recorded in the Official Records, which specifies the termination of this Declaration.

1.3. Governing Documents. This Declaration together with the By-Laws of The Villages at Coffee Creek Community Association, Inc., and the Certificate of Incorporation of The Villages at Coffee Creek Community Association, Inc., shall contain the standards for the Properties and the Association. The Governing Documents shall be supplemented by the Design Guidelines, Use Restrictions, and the Rules and Regulations of the Association as adopted by the Board of Directors.

The following diagram summarizes the Governing Documents.



ARTICLE II CONCEPTS AND DEFINITIONS

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

2.1. "Architectural Review Committee": The committee created by the Board as provided by Article IV to review, administer, and enforce architectural standards.

2.2. "Area of Common Responsibility": The Common Area, together with those areas, if any, which the Association does not own but which by the terms of this Declaration, any Supplemental Declaration or other applicable covenants, or by contract become the Association's responsibility.

2.3. "Association": The Villages at Coffee Creek Community Association, Inc., an Oklahoma not for profit corporation, its successors and assigns.

2.4. "Base Assessment": Assessments levied on all Units subject to assessment under Section 8.10 to fund Common Expenses for the general benefit of all Units and the Area of Common Responsibility, as more particularly described in Article VIII.

2.5. "Board of Directors" or "Board": The body responsible for administration of the Association, selected as provided in the By-Laws, and generally serving the same role as the board of directors under Oklahoma corporate law.

2.6. "Builder": Any Person which purchases one or more Units or parcels of land within the Properties for the purpose of constructing improvements for later sale to consumers, or for further subdivision, development, and/or resale in the ordinary course of such Person's business.

2.7. "Bylaws": The Bylaws of The Villages at Coffee Creek Community Association, Inc. attached as Exhibit "E" and incorporated by reference, as they may be amended from time to time.

2.8. "Certificate": The Certificate of Incorporation of The Villages at Coffee Creek Community Association, Inc., as filed with the Oklahoma Secretary of State.

2.9. "Common Area": All real and personal property which the Association now or hereafter owns, leases, or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners. The term shall include the Exclusive Common Area and may include, without limitation, recreational facilities, entry features, signage, landscaped medians, lakes, wetlands, and hiking, walking, and bicycle trails.

2.10. "Common Expenses": Actual and estimated expenses incurred or anticipated to be incurred by the Association for the general benefit of all Units, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not include any expenses incurred during the Class "B" membership for initial development or other original construction costs unless approved by Voting Members representing a majority of the total Class "A" vote of the Association.

2.11. "Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing at The Villages at Coffee Creek. Such standard shall be established initially by Declarant and may contain both objective and subjective elements. The Community-Wide Standard may evolve as development progresses and as the needs and demands of The Villages at Coffee Creek change.

2.12. "Declarant": Covell Road Properties, L.L.C., an Oklahoma limited liability company, or any successor, successor-in-title, or assignee of Covell Road Properties, L.L.C., who has or takes title to any portion of the property described in Exhibits "A" or "B" for the purpose of development and/or resale in the ordinary course of business and who is designated as Declarant in an instrument executed by the immediately preceding Declarant and recorded in the Official Records.

2.13. "Design Guidelines": Architectural, design, development, and other guidelines, standards, controls, and procedures including, but not limited to, application and review procedures, adopted and administered, as they may be amended, pursuant to Article IV.

2.14. "Exclusive Common Area": A portion of the Common Area intended for the exclusive use or primary benefit of one or more, but less than all, Villages, as more particularly described in Article XII.

2.15. "Governing Documents": A collective term referring to this Declaration and any applicable Supplemental Declaration, the By-Laws, the Certificate, the Design Guidelines, the Use Restrictions, and the Rules and Regulations, as any or all may be amended or supplemented from time to time.

2.16. "Master Plan": The Master Plan for the development of The Villages at Coffee Creek, prepared by Downing, Thorpe & James and filed with the City of Edmond, Oklahoma, as it may be amended, updated, or supplemented from time to time, which plan includes the property described in Exhibits "A" and Exhibit "B," all or any part of which Declarant may, from time to time, subject to this Declaration. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration nor shall exclusion of property from the Master Plan bar its later annexation.

2.17. "Member": A Person entitled to membership in the Association. Every Owner shall be a Member, subject to the limitations on co-Owners as provided in Article VI and the By-Laws.

2.18. "Mortgage:" "Mortgagee": A mortgage, a deed of trust, a deed to secure debt, or any other form of security deed. A mortgagee is a beneficiary or holder of a Mortgage

2.19. "Official Records": The Office of the County Clerk of Oklahoma County, Oklahoma.

2.20. "Owner": Collectively, one or more Persons who hold record title to any Unit, but excluding in all cases any party holding an interest merely as security for performance of an obligation. If a Unit is sold under a recorded contract of sale, then, upon recording of such contract, the purchaser (rather than the fee owner) will be considered the Owner, if the contract specifically so provides.

2.21. "Person": A human being, a corporation, a partnership, a trustee, or any other legal entity.

2.22. "Properties" or "The Villages at Coffee Creek": The real property described in Exhibit "A," together with such additional property as is or may be annexed to this Declaration.

2.23. "Reviewer": The body authorized to exercise architectural review pursuant to Article IV.

2.24. "Rules and Regulations": Board-adopted Rules and Regulations which establish administrative procedures for internal Association governance and operating procedures for use of the Common Area, recreational amenities, or property included within the Area of Common Responsibility.

2.25. "Special Assessment": Assessments levied against all Owners to cover unanticipated costs, as more particularly described in Section 8.6.

2.26. "Specific Assessment": Assessments levied on one or more but less than all Units to cover costs attributable to such Units, as more particularly described under Section 8.7.

2.27. "Supplemental Declaration": A supplement to this Declaration filed pursuant to Article IX which subjects additional property to this Declaration, designates Villages, identifies any Common Area within the additional property, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein. The term shall also refer to an instrument filed by the Declarant pursuant to Section 6.4(c) which designates Voting Groups.

2.28. "Unit": A portion of the Properties, whether improved or unimproved, which may be independently owned and is intended for use and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. The term shall include within its meaning, by way of illustration but not limitation, each numbered lot shown on a subdivision plat filed in the Official Records with respect to any portion of the Properties, together with the structures, if any, constructed thereon, as well as vacant land intended for further subdivision, but shall not include Common Areas or property dedicated to the public.

In the case of a portion of the Properties intended and suitable for subdivision into single-family lots but as to which no subdivision plat has been filed, such property shall be deemed to be a single Unit until such time as a subdivision plat is filed of record with respect to all or a portion of the property. Thereafter, the portion encompassed by such plat shall contain the number of Units determined as set forth in the preceding paragraph and any portion not platted shall continue to be treated as a single Unit.

2.29. "Use Restrictions": The use restrictions attached as Exhibit "C" and incorporated by reference, as they may be modified, canceled, limited or expanded under Article III.

2.30. "Village": A group of Units designated as a separate Village as reflected on a final recorded plat for purposes of sharing Exclusive Common Areas and/or receiving other benefits or services from the Association which are not provided to all Units within the Properties, and/or for the purpose of electing Voting Members as provided in Section 6.4. A Village may be comprised of more than one housing type and may include noncontiguous parcels of property. If the Association provides benefits or services to less than all Units within a particular Village, then the benefited Units shall constitute a sub-Village for purposes of determining and levying Village Assessments for such benefits or services.

2.31. "Village Assessments": Assessments levied against Units in a particular Village or Villages to fund Village Expenses, as described in Sections 8.2 and 8.4.

2.32. "Village Association": An owners' association, established by or with Declarant's approval, having jurisdiction over any Village concurrent with, but subordinate to, the Association.

2.33. "Village Expenses": Actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of the Owners of Units within a particular Village or Villages, which may include reasonable reserves, as the Board may specifically authorize and as may be authorized herein or in a Supplemental Declaration applicable to a Village.

2.34. "Voting Group": One or more Voting Members who vote on a common slate for election of directors to the Board, as more particularly described in Section 6.4(c) or, if the context so indicates, the group of Members whose Units are represented thereby.

2.35. "Voting Member": The representative selected by the Class "A" Members within each Village pursuant to Section 6.4(b) to cast the Class "A" votes attributable to their Units on all matters requiring a vote of the membership (except as otherwise specifically provided in this Declaration and in the By-Laws). The term "Voting Member" shall also refer to alternate Voting Members acting in the absence of the Voting Member and any Owners authorized personally to cast the votes for their respective Units pursuant to Section 6.4(b).

CREATION AND MAINTENANCE OF COMMUNITY STANDARDS

Standards for use and conduct, maintenance, and architecture within The Villages at Coffee Creek are what give the community its identity, provide the framework for meeting stated goals and objectives, and make it a place that people want to call "home." This Declaration establishes procedures for promulgating Use Restrictions as a dynamic process which sets initial, high standards for the quality of The Villages at Coffee Creek, and also allows the community standards to evolve as The Villages at Coffee Creek changes and grows.

ARTICLE III USE AND CONDUCT

3.1. Framework for Regulation. Declarant has established a general plan of development for the Properties as a planned community in order to enhance all Owners' quality of life and collective interests and the aesthetics and environment within The Villages at Coffee Creek and the surrounding communities. To accomplish this objective, the Properties are subject to the Design Guidelines enacted in accordance with Article IV, other Rules and Regulations adopted by the Board, and individual restrictions on conduct and use of or actions upon the Properties promulgated pursuant to this Article which establish affirmative and negative covenants, easements, and restrictions on The Villages at Coffee Creek. With respect to the Use Restrictions promulgated pursuant to this Article, the Board and the Members shall have the ability, in the manner set forth below, to respond to changes in circumstances and needs within The Villages at Coffee Creek.

All provisions of the Governing Documents and supplements shall apply to all Persons on the Properties. The lessee and all occupants of leased Units shall be bound by the terms of the Governing Documents and supplements, whether or not the lease so provides. All Owners shall be responsible for inserting a provision in any lease informing the lessee and all occupants of the Unit of all applicable Use Restrictions and Rules and Regulations affecting the Unit or the Common Area.

3.2. Authority to Enact Use Restrictions.

(a) Subject to the terms of this Article and in accordance with its duty of care and undivided loyalty to the Association and its Members, the Board may adopt Use Restrictions which modify, cancel, limit, create exceptions to, or expand the initial Use Restrictions set forth in Exhibit "C." The Board shall send notice by mail to all Owners concerning any such proposed action at least five business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Any such Use Restrictions shall become effective after compliance with Section 3.2(c) unless such Use Restrictions are disapproved at a meeting by Voting Members representing more than 50% of the total Class "A" Members and by Declarant, so long as Declarant owns any portion of the Properties or has the right to annex property pursuant to Section 9.1. The Board shall have no obligation to call a meeting of the Voting Members to consider disapproval except upon receipt of a petition of the Voting Members as required for special meetings in the By-Laws. If a meeting to consider disapproval of a Use Restriction is requested by the Voting Members prior to the effective date of such Use Restriction, the Use Restriction may not become effective until after such meeting is held.

(b) Alternatively, Voting Members, at a meeting duly called for such purpose, may adopt Use Restrictions which modify, cancel, limit, create exceptions to, or expand the Use Restrictions and previously adopted Use Restrictions by a vote of Voting Members representing more than 50% of the total Class "A" Members and Declarant's approval, so long as Declarant owns any portion of the Properties or has the right to annex property pursuant to Section 9.1.

(c) At least 30 days prior to the effective date of any action under Sections 3.2(a) or (b), the Board shall send a copy of the Use Restriction to each Owner specifying the effective date of such Use Restriction. The Association shall provide, without cost, a copy of the Use Restrictions then in effect to any requesting Member or Mortgagee.

(d) Nothing in this Article shall authorize the Board or the Voting Members to modify, repeal, or expand the Declaration (with the exception of Exhibit "C"), the By-Laws, the Certificate, or the Design Guidelines. In the event of a conflict between the Design Guidelines and the Use Restrictions, the Design Guidelines shall control.

(e) Procedures required under this Section shall not apply to enactment and enforcement of Rules and Regulations unless the Board chooses in its discretion to submit to such procedures. Examples of such Rules and Regulations shall include, but not be limited to, hours of operation of a recreational facility, traffic and parking rules, and the procedures used to enforce the Governing Documents in the event of non-compliance. The Board shall exercise business judgment in the enactment, amendment, and enforcement of such Rules and Regulations.

3.3. Owners' Acknowledgment. All Owners are subject to the Use Restrictions and are given notice that (a) their ability to use their privately owned property is limited thereby, and (b) the Board and/or the Members may add, delete, modify, create exceptions to, or amend the Use Restrictions. By acceptance of a deed, each Owner acknowledges and agrees that the use and enjoyment and marketability of his or her property can be affected by this provision and that the Use Restrictions may change from time to time.

3.4. Protection of Owners. Except as may be specifically set forth in the initial Use Restrictions, neither the Board nor the Members may adopt any Use Restriction in violation of the following provisions:

(a) Similar Treatment. Similarly situated Owners and occupants shall be treated similarly.

(b) Speech. The rights of Owners and occupants to display symbols of the kinds normally displayed in or outside residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions regulating signs and symbols which are visible from outside the Unit.

(c) Religious and Holiday Displays. The rights of Owners and occupants to display religious and holiday decorations on their Units of the kinds customarily displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions regulating displays which are visible from outside the Unit.

(d) Assembly. The rights of Owners and occupants to assemble on such portions of the Common Area as are designated by the Board from time to time shall not be eliminated; provided, however, the Board may adopt reasonable time, place, and manner restrictions on assembly. At no time shall Common Area be construed as a place of public assembly.

(e) Household Composition. No Use Restriction shall interfere with the freedom of occupants of Units to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Unit on the basis of the size and facilities of the Unit and its fair share use of the Common Area, provided that such limits shall not be less restrictive than applicable governmental codes or ordinances in establishing the total number of occupants.

(f) Activities Within Dwellings. No Use Restriction shall interfere with activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other dwellings, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

(g) Pets. Any Use Restriction prohibiting keeping ordinary household pets shall apply prospectively only and shall not require the removal of any pet which was being kept on the Properties in compliance with the Use Restrictions in effect prior to the adoption of such Use Restriction. Nothing in this provision shall prevent the Association from requiring removal of any animal that presents an actual threat to the health or safety of residents or from requiring abatement of any nuisance or unreasonable source of annoyance as determined by the Board or its designee.

(h) Alienation. No Use Restriction shall prohibit leasing or transferring any Unit, or require consent of the Association or Board for leasing or transferring any Unit; provided, the Association or the Board may require a minimum lease term of up to 12 months on a parcel-by-parcel basis. The Association may require that Owners use lease forms approved by the Association.

(i) Reasonable Rights To Develop. No Use Restriction or action by the Association or Board shall unreasonably impede Declarant's right to develop in accordance with the Master Plan, including, but not limited to, Declarant's rights as set forth in Article IX.

(j) Abridging Existing Rights. Any Use Restriction which would require Owners to dispose of personal property being kept on the Properties shall apply prospectively only and shall not require removal of any property which was being kept on the Properties prior to the adoption of such Use Restriction and which was in compliance with all Use Restrictions in force at such time unless otherwise required to be removed by law. Notwithstanding the above, the rights conferred under this subsection are for the benefit of affected Owners only and shall not be transferable or run with title to any Unit.

(k) Application of Use Restrictions. No Use Restriction shall be applied retroactively except as otherwise required by law.

The limitations in this Section shall apply to Use Restrictions only; they shall not apply to amendments to this Declaration.

ARTICLE IV ARCHITECTURE AND LANDSCAPING

4.1. General Requirement for Prior Approval. No structure shall be placed, erected, or installed on any portion of the Properties, no alterations of or additions to the existing landscaping, and no improvements (including staking, clearing, excavation, grading, and other site work, and exterior alteration of existing improvements) shall take place within the Properties except in compliance with this Article and the Design Guidelines promulgated pursuant to Section 4.3. In addition to the construction of dwellings and other buildings, it is specifically intended that placement or posting of other structures (e.g., fences, signs, basketball hoops, and artificial vegetation) on the exterior of any Unit or other portion of the Properties shall be regulated by this Declaration and the Design Guidelines and require the approval of the appropriate Reviewer under Section 4.2.

Modifications to the interior of screened porches, patios, and similar portions of a Unit visible from outside the structures on the Unit shall be subject to this Article. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. This Article shall not apply to Declarant's activities nor to improvements to the Common Area by or on behalf of the Association.

4.2. Architectural Review.

(a) By Declarant. Until 100% of the Properties have been developed and conveyed to Owners other than Builders, the Declarant retains the right to exercise architectural review under this Article. There shall be no prior surrender of this right except as provided in this Section. Each Owner or occupant, by accepting any interest in any portion of the Properties, acknowledges that, as the developer and as an Owner of portions of the Properties as well as other real estate within the vicinity of the Properties, Declarant has a substantial interest in ensuring that the improvements within the Properties preserve and enhance the general plan of development for The Villages at Coffee Creek and do not impair the Declarant's ability to market, sell, or lease its property. Therefore, each Owner agrees that no activity within the scope of this Article ("Work") shall be commenced unless and until the Declarant or its designee has given its prior written approval for such Work, which approval may be granted or withheld in the sole discretion of Declarant or its designee.

In reviewing and acting upon any request for approval, Declarant or its designee shall act solely in Declarant's interest and shall owe no duty to any other Person. Declarant's rights reserved under this Article shall continue so long as Declarant owns any portion of The Villages at Coffee Creek or any real property adjacent to The Villages at Coffee Creek, unless earlier terminated in a written instrument executed and recorded by Declarant in the Official Records.

Declarant may, in its sole discretion, designate one or more Persons from time to time to act on its behalf in reviewing applications hereunder. Additionally, Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article to an Architectural Review Committee appointed by the Board (the "ARC"). Any such delegation shall be in writing, specifying the scope of responsibilities delegated, and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) Declarant's right to veto any decision which Declarant determines, in its sole discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, jurisdiction of the foregoing entities shall be limited to such matters as are specifically delegated to it by Declarant.

(b) Architectural Review Committee. Upon delegation by Declarant or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the ARC, shall assume jurisdiction over architectural matters hereunder. The ARC, when appointed, shall consist of at least three, but not more than seven, persons who shall serve and may be removed and replaced in the Board's discretion. Members of the ARC need not be Members of the Association or representatives of Members, whose compensation, if any, shall be established from time to time by the Board.

Unless and until such time as Declarant delegates all or a portion of its reserved rights to the ARC or Declarant's rights under this Article terminate, the Association shall have no jurisdiction over architectural matters.

(c) Fees: Assistance. For purposes of this Article, the entity having jurisdiction in a particular case shall be referred to as the "Reviewer". The Reviewer may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. Declarant and the Association may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the Association's annual operating budget as a Common Expense.

4.3. Guidelines and Procedures.

(a) Design Guidelines. Declarant has prepared or shall prepare the initial Design Guidelines, which shall apply to construction and landscaping activities within the Properties. The Design Guidelines shall contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon location, unique characteristics, intended use, the Master Plan, and any other applicable zoning ordinances. The Design Guidelines are intended to provide guidance to Owners regarding matters of particular concern in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the Reviewer, and compliance with the Design Guidelines does not guarantee approval of any application.

As long as it owns any portion of the Properties or has a right to annex any property pursuant to Section 9.1, Declarant shall have sole authority to amend the Design Guidelines from time to time in its discretion. Thereafter, the ARC shall have authority to amend the Design Guidelines, with the Board's consent. Amendments to the Design Guidelines shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; Declarant is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines more or less restrictive in whole or in part.

The Association shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties, and all such Persons shall conduct their activities in accordance with such Design Guidelines. In Declarant's discretion, the Design Guidelines may be recorded in the Official Records, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

All structures and improvements constructed upon a Unit shall be constructed in strict compliance with the Design Guidelines in effect at the time the plans for such improvements are submitted to the Reviewer, unless the Reviewer has granted a variance in writing pursuant to Section 4.5. So long as the Reviewer has acted in good faith, its findings and conclusions with respect to appropriateness of, applicability of, or compliance with the Design Guidelines and this Declaration shall be final.

(b) Procedures. Prior to commencing any activity within the scope of this Article, an Owner shall submit an application for approval of the proposed work to the Reviewer. Such application shall be in the form required by the Reviewer and shall include plans and specifications ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, fencing, utility facilities layout and screening and/or fencing therefore, and other features of proposed construction, as required by the Design Guidelines and as applicable. The Reviewer may require submission of such additional information as it deems necessary to consider any application.

In reviewing each submission, the Reviewer may consider whatever reasonable factors it deems relevant, including, but not limited to, visual and environmental impact, natural platforms and finish grade elevation, harmony of external design with surrounding structures and environment, and architectural merit. Decisions may be based purely on aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. Approval by the Reviewer shall be required prior to pursuing or gaining any required approvals from the local governing bodies.

The Reviewer shall, within 30 days after receipt of a completed application and all required information, respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections. In the event the Reviewer fails to advise the submitting party by written notice within the period specified, approval shall be deemed to have been given. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines and Community-Wide Standard unless a variance has been granted. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

If construction does not commence on a project for which Plans have been approved within 120 days of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the Plans to the Reviewer for reconsideration. If construction is not completed on a project for which Plans have been approved within the period set forth in the Design Guidelines or in the approval, such approval shall be deemed withdrawn, and such incomplete construction shall be deemed to be in violation of this Article.

4.4. No Waiver of Future Approvals. Each Owner acknowledges that members of the Reviewer will change from time to time and that interpretation, application, and enforcement of the Design Guidelines may vary accordingly. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval. Should the Reviewer permit nonconforming improvements through hardship or error, it shall not be construed as a waiver of future enforcement rights or permission for future noncompliance.

4.5. Variances. The Reviewer may authorize variances in writing from its guidelines and procedures but only: (a) in accordance with duly adopted Rules and Regulations, (b) when unique circumstances dictate, such as unusual topography, natural obstructions, hardship or aesthetic or environmental considerations, and (c) when construction in accordance with the variance would be consistent with the purposes of the Declaration and compatible with existing and anticipated uses of adjoining properties. Inability to obtain or the terms of any governmental approval or the terms of any financing shall not be considered a hardship warranting a variance. Notwithstanding the above, the ARC may not authorize variances without the written consent of Declarant, as long as it owns any portion of the Properties or has a right to annex any property pursuant to Section 9.1.

4.6. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and Declarant, the Association, the Board, the ARC, or any member of the foregoing, shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. Declarant, the Association, the Board, the ARC, or any member of any of the foregoing shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or

modifications to any Unit. In all matters, the ARC and its members shall be defended and indemnified by the Association/as provided in the By-Laws.

4.7. Enforcement. All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Unit, unless approval to modify any application has been obtained. The Association shall be primarily responsible for enforcement of this Article. If, however, in Declarant's discretion, the Association fails to take appropriate enforcement action within a reasonable time period, Declarant, for so long as it owns any portion of the Properties or has a right to annex property pursuant to Section 9.1, shall be authorized to exercise any enforcement rights which could have been exercised by the Association.

ARTICLE V MAINTENANCE AND REPAIR

5.1. Level of Maintenance Required. The Villages at Coffee Creek shall be maintained in a manner consistent with the Community-Wide Standard and all applicable covenants. Maintenance, as used in this Article, shall include, without limitation, repair and replacement as needed, as well as such other duties, including irrigation, as the Board may determine necessary or appropriate to satisfy the Community-Wide Standard. As long as it owns any property described on Exhibits "A" or "B" or until it earlier determines, Declarant and, thereafter, the Board, may establish a higher Community-Wide Standard for portions of the Properties that are environmentally sensitive or that provide a greater than usual aesthetic value and may require additional maintenance for such areas to reflect the nature of such property.

Notwithstanding anything to the contrary contained herein, the Association, any Owner, or any other entity responsible for the maintenance of a portion of the Properties shall not be liable for property damage or personal injury occurring on, or arising out of the condition of, property which it does not own unless and only to the extent that it has been negligent in the performance of its maintenance responsibilities.

5.2. Owner's Responsibility. Each Owner shall maintain his or her Unit in a manner consistent with the Community-Wide Standard and all applicable covenants and Use Restrictions, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Village pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Unit. Owners shall be responsible to maintain the sidewalks and landscaping in the public right of way located on the front of the Unit. Owners shall maintain all landscaping installed on the Unit by the Builder.

In addition to any other enforcement rights provided for in the Governing Documents, if an Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred in accordance with Section 8.7. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

5.3. Village's Responsibility. By Supplemental Declaration or upon Board resolution, Owners of Units within each Village shall be responsible for paying, through Village Assessments, the costs of operating, maintaining, and insuring certain portions of the Area of Common Responsibility within or adjacent to such Village. This may include, without limitation, costs of maintaining any signage, entry features, right-of-way, and open space between the Units within the Village and adjacent public roads and private streets within the Village, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; provided, however, all Villages which are similarly situated shall be treated similarly. As an alternative, the Board may resolve that such maintenance shall be performed by the applicable Village Association, if any. Owners of Units within Villages to which an Exclusive Common Area is assigned shall be responsible for paying, through Village Assessments, the costs of operating, maintaining and insuring such Exclusive Common Area pursuant to Article XII of this Declaration.

The Association may, but shall not be obligated to, assume maintenance responsibility for property within any Village, in addition to any property which the Association is obligated to maintain by this Declaration or any Supplemental Declaration, either by agreement with the Village Association or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard. All costs of such maintenance shall be assessed as a Village Assessment against Units within the Village to

which the services are provided. Provision of services in accordance with this Section shall not constitute discrimination within a class.

5.4. Responsibility for Repair and Replacement. By virtue of taking title to a Unit, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Unit, less a reasonable deductible, unless either the Village Association (if any) for the Village in which the Unit is located or the Association carries such insurance (which they may but are not obligated to do hereunder). If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, premiums for such insurance shall be levied as a Specific Assessment against the benefited Unit and the Owner.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IV. Alternatively, the Owner shall clear the Unit of building debris and maintain it in a condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

Requirements of this Section shall apply to any Village Association responsible for common property within the Village in the same manner as if the Village Association were an Owner and the common property were a Unit. Additional recorded covenants applicable to any Village may establish more stringent requirements for insurance and more stringent standards for rebuilding or reconstructing structures on the Units within such Village and for clearing and maintaining the Units in the event the structures are not rebuilt or reconstructed.

COMMUNITY GOVERNANCE AND ADMINISTRATION

Success of the community is dependent upon support and participation of every owner in its governance and administration. The Declaration establishes The Villages at Coffee Creek Community Association, Inc. as the mechanism through which each owner is able to provide that support and participation. While many powers and responsibilities are vested in the Association's board of directors, some decisions are reserved for the Association's membership--the owners of property in the community.

The governance structure is designed to empower the Association and its members to fulfill the developmental intent and to achieve a balance in the creation of both community and governance.

ARTICLE VI THE ASSOCIATION AND ITS MEMBERS

6.1. Functions of Association. The Association shall be (i) the entity responsible for management, maintenance, operation, and control of the Area of Common Responsibility; (ii) the primary entity responsible for compliance with and enforcement of the Governing Documents; (iii) primarily responsible for monitoring compliance with and enforcing the Design Guidelines; and (iv) permitted to provide for and fund such community activities and services as deemed necessary, appropriate, or desired in accordance with the Governing Documents. The Association may delegate such responsibilities to committees or engage outside Persons to monitor and enforce the Design Guidelines under the Board's supervision. The Association shall perform its functions in accordance with the Governing Documents and Oklahoma law.

6.2. Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(c) and in the By-Laws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner, or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

6.3. Voting. The Association shall have two classes of membership, Class "A" and Class "B."

(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one equal vote for each Unit in which they hold the interest required for membership under Section 6.2, except that there shall be only one vote per Unit and no vote shall be exercised for any property which is exempt from assessment under Section 8.12. All Class "A" votes shall be cast as provided in Section 6.3(c) below.

(b) Class "B". The sole Class "B" Member shall be Declarant. During the Class "B" membership period, the Class "B" Member may appoint a majority of members of the Board and exercise such additional rights as are specified in the relevant sections of the Governing Documents.

The Class "B" membership shall terminate upon the earlier of:

(i) when 75% of the total number of Units permitted for construction on the Master Plan for the property described on Exhibits "A" and "B" have certificates of occupancy issued thereon and have been conveyed to Owners other than Builders;

(ii) December 31, 2009; or

(iii) when, in its discretion, Declarant so determines and declares in a recorded instrument.

Upon termination of the Class "B" membership, Declarant shall be a Class "A" Member entitled to Class "A" votes for each Unit which it owns.

(c) Exercise of Voting Rights. Except as otherwise specified in this Declaration or the By-Laws, the vote for each Unit owned by a Class "A" Member shall be exercised by the Voting Member representing the Village, as provided in Section 6.4(b). The Voting Member may cast all such votes as it, in its discretion, deems appropriate.

In any situation where a Member is entitled personally to exercise the vote for his or her Unit, and there is more than one Owner of such Unit, the vote for such Unit shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

6.4. Villages, Voting Members, and Voting Groups.

The following diagram illustrates the relationships among various components:

Components of Association

BOARD

VOTING MEMBERS
(One per Village)

VILLAGES

MEMBERS

(a) Villages. Any Village, acting either through a majority of the Owners within the Village, a Village Committee elected as provided in the By-Laws, or through a Village Association, if any, may request that the Association provide a higher level of service than that which the Association generally provides to all Villages, or may request that the Association provide special services for the benefit of Units in such Village. Upon the affirmative vote, written consent, or a combination thereof, of Owners of a majority of the Units within the Village, the Association shall provide the requested services. The cost of such services, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge shall apply at a uniform rate per Unit to all Villages receiving the same service), shall be assessed against the benefited Units within such Village as a Village Assessment.

Exhibit "A" to this Declaration, and each Supplemental Declaration submitting additional property to this Declaration shall initially assign the property submitted thereby to a specific Village (by name or other identifying designation), which Village may be then existing or newly created. So long as it has the right to subject additional property to this Declaration pursuant to Section 9.1, Declarant may unilaterally amend this Declaration or any Supplemental Declaration to redesignate Village boundaries; provided, two or more existing Villages shall not be combined without the consent of Owners of a majority of the Units in the affected Villages.

The following is a summary of the formation and function of Villages:

VILLAGES

Created by Declarant when supplemental declaration is recorded
Comprised of units which share common interests
May request special services or higher level of services

(b) Voting Members. Each Village shall elect a Voting Member who shall be responsible for casting all votes attributable to Units owned by Class "A" Members in the Village on all Association matters requiring a membership vote, except as otherwise specified in this Declaration or the By-Laws. In addition, each Village shall elect an alternate Voting Member who shall be responsible for casting such votes in the Voting Member's absence. The Voting Member and alternate Voting Member from each Village shall be elected on an annual basis, either by written ballot cast by mail or at a meeting of the Class "A" Members within such Village, as the Board determines; provided, upon written petition signed by Class "A" Members holding at least 10% of the votes attributable to Units within any Village, the election for such Village shall be held at a meeting. Presence, in person or by proxy, of Class "A" Members representing at least 30% of the total Class "A" votes attributable to Units in the Village shall constitute a quorum at any Village meeting.

The Board shall call for the first election of a Voting Member from a Village not later than one year after conveyance of a Unit in the Village to a Person other than a Builder. Subsequent elections shall be held each year on a date established by the Board. Each Class "A" Member who owns a Unit within the Village shall be entitled to cast one equal vote per Unit owned. The candidate who receives the greatest number of votes shall be elected as Voting Member and the candidate receiving the next greatest number of votes shall be elected as the alternate Voting Member. The Voting Member and the alternate Voting Member shall serve a term of one year and until their successors are elected.

Any Voting Member may be removed, with or without cause, upon the vote or written petition of Owners of a majority of the total number of Units owned by Class "A" Members in the Village which the Voting Member represents.

Until such time as the Board first calls for election of a Voting Member for any Village, Owners within such Village shall be entitled personally to cast the votes attributable to their respective Units on any issue requiring a membership vote under the Governing Documents.

(c) Voting Groups. The Declarant may designate Voting Groups consisting of one or more Villages for the purpose of electing directors to the Board. Voting Groups may be designated to ensure groups with dissimilar interests are represented on the Board and to avoid allowing Voting Members representing similar Villages to elect the entire Board, due to the number of Units in such Villages, excluding representation of others. Following termination of the Class "B" membership, the number of Voting Groups within the Properties shall not exceed the total number of directors to be elected by the Class "A" Members pursuant to the By-Laws. The Voting Members representing the Villages within each Voting Group shall vote on a separate slate of candidates for election to the Board, with each Voting Group being entitled to elect the number of directors specified in the By-Laws.

The Declarant shall establish Voting Groups, if at all, not later than the date of expiration of the Class "B" membership by filing with the Association and in the Official Records, a Supplemental Declaration identifying each Voting Group by legal description or other means such that the Units within each Voting Group can easily be determined. Such designation may be amended from time to time by the Declarant, acting alone, at any time prior to the expiration of the Class "B" membership.

After expiration of the Declarant's right to expand the community pursuant to Article IX., the Board shall have the right to file or amend such Supplemental Declaration upon the vote of a majority of the total number of directors and approval of Voting Members representing a majority of the total number of Villages and a majority of the total Class "A" votes in the Association. Neither recordation nor amendment of such Supplemental Declaration by Declarant shall constitute an amendment to this Declaration, and no consent or approval of any Person shall be required except as stated in this paragraph. Until such time as Voting Groups are established, all of the Properties shall constitute a single Voting Group. After a Supplemental Declaration establishing Voting Groups has been filed, any and all portions of the Properties which are not assigned to a specific Voting Group shall constitute a single Voting Group.

VOTING GROUPS

Established at Declarant's option to Assure balance representation throughout Community for different product types

Each voting group elects one or more directors

ARTICLE VII ASSOCIATION POWERS AND RESPONSIBILITIES

7.1. Acceptance and Control of Association Property. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. Declarant may convey to the Association improved or unimproved real estate located within the Properties, personal property, and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained as Area of Common Responsibility by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed, including but not limited to restrictions governing the use of such property. Upon written request of Declarant, the Association shall reconvey to Declarant any unimproved portions of the Properties originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make adjustments in property lines.

7.2. Maintenance of the Area of Common Responsibility.

(a) The Association shall maintain, in accordance with the Community-Wide Standard, the Area of Common Responsibility, which shall include, but need not be limited to:

(i) all portions of and structures situated upon the Common Area;

(ii) landscaping within public rights-of-way within or abutting the Properties;

(iii) such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association;

(iv) all ponds, streams and/or wetlands located within the Properties which serve as part of the storm water drainage system for the Properties, including improvements and equipment installed therein or used in connection therewith; and

(v) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The Association shall not maintain any portion of the trail system which runs through the Coffee Creek community, golf course, and adjacent property in a manner which inhibits access or imposes a barrier to the use of the trails by the membership and general public.

(b) The costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense; provided, the Association may seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the owner(s) thereof. Maintenance, repair and replacement of Exclusive Common Areas shall be a Village Expense assessed to the Villages(s) such to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

7.3. Insurance.

(a) Types and Limits of Insurance. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering the full replacement costs under current building codes for all insurable improvements on the Common Area, if any, and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair, and/or replacement in the event of a casualty;

(ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members with policy limits (including primary and any umbrella coverage) of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage;

(iii) Workers compensation insurance and employers liability insurance, it and to the extent required by law;

(iv) Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's best business judgment but not less than an amount equal to one-sixth of the annual Base Assessments on all Units plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(v) Such additional insurance as the Board, in its best business judgment, determines advisable.

In addition, the Association may obtain and maintain directors and officers liability coverage as well as property insurance on the insurable improvements within any Village in such amounts and with such coverages as the Owners in such Village may agree upon. Any such policies shall provide for a certificate of insurance to be furnished to the Association and to the Owner of each Unit insured.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the Base Assessment, except that (i) premiums for property insurance obtained on behalf of a Village shall be charged to the Owners of Units within the benefited Village as a Village Assessment; and (ii) premiums for insurance on Exclusive Common Areas may be included in the Village Assessment of the Village(s) benefited unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate.

(b) Policy Requirements. The Association shall arrange for a periodic review of the sufficiency of insurance coverage by one or more qualified Persons, at least one of whom must be familiar with replacement costs in the Edmond, Oklahoma area.

All Association policies shall provide for a certificate of insurance to be furnished to each Member insured and to the Association.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense or a Village Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Units as a Specific Assessment.

All insurance coverage obtained by the Board shall:

(i) be written with a company authorized to do business in the State of Oklahoma which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association as trustee for the benefited parties. Policies on the Common Area shall be for the benefit of the Association and its Members. Policies secured on behalf of a Village shall be for the benefit of the Owners of Units within the Village and their Mortgagees, as their interests may appear;

(iii) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) contain an inflation guard endorsement;

(v) include an agreed amount endorsement, if the policy contains a coinsurance clause;

(vi) provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Area as a Member in the Association (provided, this provision shall not be construed as giving an Owner any interest in the Common Area other than that of a Member);

(vii) provide a waiver of subrogation under the policy against any Owner or household member of an Owner;

(viii) include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of anyone or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and

(ix) include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of anyone or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(i) a waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

(ii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause:

(iv) an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(v) a cross liability provision; and

(vi) a provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(c) Damage and Destruction. Immediately after damage or destruction to all or any part of the Properties covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Any damage to or destruction of the Common Area shall be repaired or reconstructed unless Voting Members representing at least 75% of the total Class "A" votes and the Class "B" Member, if any, decide after the loss not to repair or reconstruct.

If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive landscaped condition consistent with the Community-Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Unit.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Voting Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage.

7.4. Compliance and Enforcement.

(a) Every Owner and occupant of a Unit shall comply with the Governing Documents. The Board may impose remedies for violation of the Governing Documents, after notice and a hearing in accordance with the procedures set forth in the By-Laws. Such remedies may include, without limitation some or all of the following, in the discretion of the Board:

(i) imposing reasonable monetary assessments which shall constitute a lien upon the violator's Unit until such assessment is satisfied. (In the event that any occupant, guest, or invitee of a Unit violates the Governing Documents and an assessment is imposed, the assessment shall first be assessed against the occupant; provided, however, if the assessment is not paid by the occupant within the time period set by the Board, the Owner shall pay the assessment upon notice from the Board.) ;

(ii) suspending an Owner's right to vote;

(iii) suspending any Person's right to use any recreational facilities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;

(iv) suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association;

(v) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(vi) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Unit in violation of Article IV and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(vii) without liability to any Person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of Article IV and the Design Guidelines from continuing or performing any further activities in the Properties; and

(viii) levying Specific Assessments to cover costs incurred by the Association to bring a Unit into compliance with the Governing Documents or the Community-Wide Standard.

(b) In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the By-Laws:

(i) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking Rules and Regulations) ; and

(ii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both, or to obtain any other relief the Association may deem appropriate.

In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility or violates the Governing Documents, the Association may record a notice of violation in the Official Records or perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner as a Specific Assessment.

If a Village Association fails to perform its maintenance responsibilities, the Association may perform such maintenance and assess the costs as a Specific Assessment against all Units within such Village. Except in an emergency situation, the Association shall provide the Owner or Village Association reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with the applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough or funds are not available to justify taking enforcement action. Any such determination shall not be construed as waiver of the right of the Association to enforce such provision at a later time under other circumstances or stop the Association from enforcing any other covenant, restriction, or rule.

7.5. Implied Rights: Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the By-Laws or which may be reasonably implied from, or reasonably necessary to effectuate, any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

7.6. Powers of the Association Relating: to Villages. No action of any Village Association shall become effective or be implemented until, and unless the Association and Declarant, as long as it owns any portion of the Properties or may annex property pursuant to Section 9.1, shall have been given written notice of such proposed action and shall not have disapproved of the proposed action or unless such action is in strict compliance with guidelines set by the Board. The Association and Declarant shall have ten days from receipt of the notice to disapprove any proposed action. The Association may disapprove any action taken or contemplated by any Village Association which the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard.

The Association also may require specific action to be taken by any Village Association to fulfill its obligations and responsibilities under this Declaration or any other applicable covenants. Without limiting the generality of the foregoing, the Association may (a) require specific maintenance or repairs or aesthetic changes to be effectuated by the Village Association, and (b) require that a proposed Village budget include the cost of such work.

Any action specified by the Association in a written notice pursuant to the foregoing paragraph shall be taken within the reasonable time frame set in such written notice. If the Village Association fails to comply with such requirements, the Association shall have the right to take such action.

7.7. Disclaimer of Liability. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to promote the health, safety and welfare of Owners and occupants of any Unit. Notwithstanding anything contained in the Governing Documents or any other document governing or binding the Association, neither the Association, the Board, the management company of the Association, nor Declarant shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety, or welfare of any Owner or occupant of any Unit or any tenant, guest, or invitee of any Owner or occupant or for any property of any such Persons. Each Owner and occupant of a Unit and each tenant, guest and invitee of any Owner or occupant shall assume all risks associated with the use and enjoyment of the Properties, including all recreational facilities, if any, and may be required to execute specific liability waivers from time to time as a condition of such use.

Neither the Association, the Board, the Association's management company, nor Declarant shall be liable or responsible for any personal injury, illness, or any other loss or damage caused by the presence or malfunction of utility lines, or utility sub-stations adjacent to, near, over, or on the Properties. Each Owner and occupant of a Unit and each tenant, guest, and invitee of any Owner, Declarant, or occupant shall assume all risk of personal injury, illness, or other loss or damage arising from the presence or malfunction of utility lines, utility sub-stations, and electromagnetic fields and further acknowledges that the Association, the Board, the management company of the Association, or Declarant have made no representations or warranties, nor has any Owner or occupant, or any tenant, guest, or invitee of any Owner, Declarant, or occupant relied upon any representations or warranties, expressed or implied, relative to the condition or impact of utility lines or utility sub-stations, or electromagnetic fields.

No provision of the Governing Documents shall be interpreted as creating a duty of the Association, the Board, the management company of the Association, nor Declarant to protect or further the health, safety or welfare of any Person(s) , even if the funds of the Association are used for any such purpose.

Each Owner (by virtue of his or her acceptance of title to his or her Unit) and each other Person having an interest in or lien upon, or making any use of, any portion of the Properties (by virtue of accepting such interest or lien or making such use) shall be bound by this Section and shall be deemed to have waived any and all rights, claims, demands and causes of action against the Association, the Board, the Association's management company, and Declarant, their directors, officers, committee and board members, employees, agents, contractors, subcontractors, successors, and assigns arising from or connected with any matter for which the liability has been disclaimed.

7.8. Provision of Services. The Association may provide services and facilities for the Members of the Association and for third parties. The Association shall be authorized to enter into contracts or other similar agreements with other entities, including Declarant, to provide such services and facilities. In addition to Common Expense charges, the Board shall be authorized to charge additional use and consumption fees for selected services and facilities. By way of example, some services and facilities which may be provided include landscape maintenance, pest control service, cable television service, security, utilities, and similar services and facilities. The Board shall be permitted to modify or cancel existing services or facilities provided, if any, or to provide additional services and facilities. Nothing contained herein is a representation as to what services and facilities will or will not be provided.

7.9. Security. It is the goal of all Owners, including Declarant, to have a safe and healthy environment within The Villages at Coffee Creek. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties intended to make the Properties safer than they otherwise might be; provided, neither the Association, its Board of Directors, the Association's management company, nor Declarant, shall in any way be considered insurers or guarantors of security within the Properties. Neither the Association, its Board of Directors, the Association's management company, nor Declarant shall be held liable for any loss or damage for failure to provide adequate security or ineffectiveness of security measures undertaken.

All Owners and occupants of any Unit, and all tenants, guests, and invitees of any Owner or Declarant, acknowledge that the Association, its Board of Directors, the Association's management company, Declarant, and the Architectural Review Committee do not represent or warrant that any entrance, patrolling of the Properties, Village watch group, volunteer security patrol, or any security system designated by or installed according to guidelines established by Declarant or the Board may not be compromised or circumvented; nor that any entrance, patrolling of the Properties, Village watch group, volunteer security patrol, or any security systems will prevent loss by burglary, theft, hold- up, or otherwise; nor that any entrance, patrolling of the Properties, Village

watch group, volunteer security patrol, any fire protection system, burglar alarm system, or other security systems will in all cases provide the detection or protection for which the system is designed or intended.

All Owners and occupants of any Unit and all tenants, guests, and invitees of any Owner or Declarant assume all risks for loss or damage to Persons, to Units, and to the contents of Units and no Owner, occupant, or any tenant, guest, or invitee of any Owner or Declarant relied upon any representations or warranties, expressed or implied, relative to any entrance, patrolling of the Properties, Village watch group, volunteer security patrol, or any security systems recommended or installed or any security measures undertaken within the Properties.

7.10. Indemnification. Except in an action brought by the Association, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions as to which the liability of officers and directors is limited under the Certificate of Incorporation and Oklahoma law.

This right to indemnification shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and may maintain officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE VIII ASSOCIATION FINANCES

8.1. Budgeting and Allocating Common Expenses. Not less than 30 days before the beginning of each fiscal year, the Board shall prepare a budget covering the Common Expenses estimated to be incurred during the coming year. The budget may include contributions to fund capital reserves in accordance with a separately prepared capital reserve budget.

The following illustrative diagram summarizes funding sources available to the Association:

Association Funding Sources

Association Assessments

Base Assessments

Special Assessments

Specific Assessments

Village Assessments

Association User Fees

Association Remedies

Declarant's assessment on its property

Declarant's contributions

Declarant's advances against assessments

The Base Assessment shall be levied against all Units subject to assessment under Section 8.10 and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including contributions to reserves. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Units subject to assessment under Section 8.10 on the first day of the fiscal year for which the budget is prepared and the number of Units reasonably anticipated to become subject to assessment during the fiscal year.

Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 8.5) , which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the Common Expense budget. The payment of such subsidy in any year shall not obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

The Board shall send a copy of the final budget, together with notice of the amount of the .Base Assessment to be levied pursuant to such budget, to each Owner at least 30 days prior to the effective date of such budget. The budget shall automatically become effective unless disapproved at a meeting by Voting Members representing at least 75% of the total Class "A" votes in the Association and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the By-Laws, which petition must be presented to the Board prior to the effective date of the budget and notice of any assessment.

8.2. Budgeting and Allocating Village Expenses. At least 30 days before the beginning of each fiscal year, the Board shall prepare a separate budget for each Village covering the estimated Village Expenses, if any, expected to be incurred on behalf of such Village during the coming year. The Board shall be entitled to set such budget only to the extent. that (a) this Declaration, any Supplemental Declaration, or the By-Laws specifically authorizes the Board to assess certain costs as a Village Assessment, or (b) the Association expects to incur expenses to provide additional services for a Village. Any Village may request that additional services or an increased level of services be provided by the Association, and in such case, any additional costs shall be added to such budget.

Village Expenses shall be levied as a Village Assessment against all Units within the benefited Village and shall be allocated among those Units as provided in Section 8.10. If specified in the Supplemental Declaration applicable to such Village or if directed by petition signed by a majority of the Owners within the Village, any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures shall be levied on each of the benefited Units in proportion to the benefit received. Such proportion shall be specified in the Supplemental Declaration applicable to such Village, or if not so specified, shall be approved by a majority of the Owners within the Village and Declarant, as long as Declarant owns any property within such Village.

The Board shall cause a copy of the Village budget and notice of the amount of the Village Assessment for the coming year to be delivered to each Owner in the Village at least 30 days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved at a meeting of the Village by Owners of a majority of the Units in the Village to which the Village Assessment applies. However, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least 10% of the Units in such Village. This right to disapprove shall only apply to those line items in the Village budget which are attributable to services requested by the Village and shall not apply to any item which the Governing Documents require to be assessed as a Village Assessment.

8.3. Budgeting for Reserves. The Board shall prepare, on an annual basis, reserve budgets for both general and Village purposes which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost of each asset. The Board shall include in the Base Assessments and Village Assessments reserve contributions in amounts sufficient to meet these projected needs, if any.

The Board may adopt resolutions regarding the expenditure of reserve funds, including policies designating the nature of assets for which reserve funds may be expended. Such policies may differ for general Association purposes and for each Village. So long as Declarant owns any portion of the Properties or has the right to annex property pursuant to Section 9.1, neither the Association nor the Board shall adopt, modify, limit, or expand such policies without Declarant's prior written consent.

8.4. Authority to Assess Owners; Time of Payment. The Association may levy assessments against each Unit for Association expenses as the Board may specifically authorize from time to time. There shall be four types of assessments for Association expenses: (a) Base Assessments to fund Common Expenses for the general benefit of all Units; (b) Village Assessments for Village Expenses benefiting only Units within a particular Village or Villages; (c) Special Assessments as described in Section 8.6; and (d) Specific Assessments as described in

Section 8.7. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties is deemed to covenant and agree to pay these assessments.

Assessments shall be paid in such manner and by such dates as the Board may establish. Unless the Board otherwise provides, the Base Assessment and any Village Assessment for each Unit shall be due and payable in advance of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Unit, the Board may assess a late charge and require, and the Owner shall pay, any unpaid installments of all outstanding assessments in full immediately.

8.5. Declarant's Option to Fund Budget Deficits. During the Class "B" membership, Declarant may, at its sole option, elect to pay assessments on a per Unit basis (notwithstanding Section 8.10) in the same manner as any other Owner, or pay the difference between the amount of assessments levied on all other Units subject to assessment and the amount of actual expenditures by the Association during the fiscal year. Unless Declarant otherwise notifies the Board in writing at least 60 days before the beginning of each fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of Declarant's election, any of the Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Class "B" membership, Declarant shall pay assessments based on the requirements of Section 8.10.

8.6. Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Such Special Assessments may be levied against the entire membership, if for Common Expenses, or against the Units within any Village, if for Village Expenses. Such Special Assessments shall become effective unless (a) disapproved at a meeting of the Voting Members representing at least a majority of the total votes allocated to Units which will be subject to such Special Assessment, or (b) disapproved by Declarant, as long as Declarant owns any portion of the Properties or has the right to annex property pursuant to Section 9.1.

There shall be no obligation to call a meeting for the purpose of considering Special Assessments except on petition of Voting Members as provided for special meetings in the By-Laws, which petition must be presented to the Board within 30 days after notice of the Special Assessment. Notice of Special Assessment shall be provided as set forth in Section 8.1. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.7. Specific Assessments. The Board may levy Specific Assessments against particular Units for expenses incurred or to be incurred by the Association, as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Unit or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize, which assessments may be levied in advance of the provision of the requested benefit, item, or service as a deposit against charges to be incurred by the Owner; and

(b) to cover costs incurred in bringing the Unit into compliance with the terms of the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their licensees, invitees, or guests; provided, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing before levying a Specific Assessment under this subsection (b) .

The Association may also levy a Specific Assessment against the Units within a Village to reimburse the Association for costs incurred in bringing the Village into compliance with the provisions of the Governing Documents, provided the Board gives the Voting Member from such Village prior written notice and an opportunity to be heard before levying any such assessment.

8.8. Personal Obligation. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in this Declaration. All assessments, together with interest from the due date of such assessment at a rate determined by the Board (but not less than 10% per annum, subject to the limitations of Oklahoma law) , reasonable late charges in such amount as is established by Board resolution, costs, and reasonable attorney's fees, shall be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges

due at the time of conveyance. However, no first Mortgagee who obtains title to a Unit by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Board shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Board or its designated agent setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Board may require the advance payment of a processing fee for the issuance of such certificate.

8.9. Lien for Assessments. All assessments authorized in this Article shall constitute a lien against the Unit against which they are levied until paid unless otherwise specifically precluded in this Declaration. The lien shall also secure payment of interest (subject to the limitations of Oklahoma law), late charges, and costs of collection (including attorneys' fees, lien fees, and administrative costs) . Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. The Association may enforce such lien, when any assessment or other charge is delinquent, by suit, judgment, and foreclosure in the same manner as mechanics' and material men's liens or mortgages under Oklahoma law.

The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association. The Association may sue for unpaid Common Expenses and costs without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. However, a Mortgagee holding a first Mortgage of record or other purchaser of a Unit who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Unit due prior to such acquisition of title. Such Unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment under Section 8.10, including such acquirer, its successors and assigns.

8.10. Date of Commencement of Assessment Obligations. The obligation to pay assessments shall commence as to each Unit as it is submitted to this Declaration as follows: (a) upon the transfer or conveyance of a Unit to a Builder, the Unit shall be assessed at 50% of the full assessment rate, and (b) upon the transfer, conveyance or occupancy of a Unit to an Owner for residential purposes, the Unit shall be assessed at the full rate. Notwithstanding the foregoing, no assessments shall be due and owing until the date the Board first determines a budget and levies assessments pursuant to this Article. The first annual Base and Village Assessments against each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.

8.11. Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Village Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

8.12. Exempt Property. The following property shall be exempt from payment of Base Assessments, Village Assessments, and Special Assessments:

- (a) all Common Area;
- (b) . all property dedicated to and accepted by any governmental authority or public utility; and

(c) all property owned and maintained by a Village Association (or by the members of a Village Association as tenants-in-common) exclusively for the common use and enjoyment of its members.

In addition, Declarant and/or the Association shall have the right, but not the obligation, to grant exemptions to certain Persons qualifying for tax exempt status under Section 501(c) of the Internal Revenue Code so long as such Persons own property subject to this Declaration for purposes listed in Section 501(c) .

8.13. Capitalization of Association. Upon acquisition of record title to a Unit, the initial purchasing Owner, or the seller on the Owner's behalf, shall make a contribution to the working capital of the Association in an amount equal to one-sixth of the annual Base Assessment per Unit for that year. This amount shall be in addition to, not in lieu of, the annual Base Assessment and shall not be considered an advance payment of such assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the By-Laws.

COMMUNITY DEVELOPMENT

The Declaration reserves various rights to the developer in order to facilitate the smooth and orderly development of The Villages at Coffee Creek and to accommodate changes in the Master Plan which inevitably occur as a community the size of The Villages at Coffee Creek grows and matures.

ARTICLE IX EXPANSION OF THE COMMUNITY

9.1. Expansion by Declarant. Declarant may from time to time subject to the provisions of this Declaration all or any portion of the property described in Exhibit "B" by filing a Supplemental Declaration in the Official Records describing the additional property to be subjected. A Supplemental Declaration filed pursuant to this Section shall not require the consent of any Person except the owner of such property, if other than Declarant.

Declarant's right to expand the community pursuant to this Section shall expire when all property described on Exhibit "B" has been subjected to this Declaration or 21 years after the recording of this Declaration in the Public Records, whichever is earlier. Until then, Declarant may transfer or assign this right to any Person who is the developer of at least a portion of the real property described in Exhibits "A" or "B". Any such transfer shall be memorialized in a written, recorded instrument executed by Declarant.

Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration or to develop any of the property described in Exhibit "B" in any manner whatsoever. Furthermore, inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion of property from the Master Plan bar its later annexation.

9.2. Expansion by the Association. The Association may also subject additional property to the provisions of this Declaration by filing a Supplemental Declaration in the Official Records describing the additional property. Any such Supplemental Declaration shall require the affirmative vote of Voting Members representing more than 50% of the Class "A" votes of the Association represented at a meeting duly called for such purpose and the consent of the owner of the property. In addition, so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1, the consent of Declarant shall be necessary. The Supplemental Declaration shall be signed by the President and Secretary of the Association, by the owner of the property and by Declarant, if Declarant's consent is necessary.

9.3. Additional Covenants and Easements. Declarant may subject any portion of the Properties to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through Village Assessments. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. If the property is owned by someone other than Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental

Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property .

9.4. Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Article shall be effective upon recording in the Official Records unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

ARTICLE X SPECIAL RIGHTS RESERVED TO DECLARANT

10.1. Withdrawal of Property. Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant to this Article, without prior notice and without the consent of any Person, for the purpose of removing property then owned by Declarant, its affiliates, or the Association from the coverage of this Declaration, to the extent originally included in error or as a result of any changes in Declarant's plans for the Properties, provided such withdrawal is not materially adverse to the overall, uniform scheme of development for the Properties.

10.2. Planned Community. Any Person that acquires any interest in the Properties acknowledges awareness that The Villages at Coffee Creek is a planned community, the development of which is likely to extend over several years, and agrees not to protest or otherwise object to (a) zoning or changes in zoning, or to uses of or changes in density of the Properties (other than within such Owner's or other Person's Village) or (b) changes in any conceptual or Master Plan for the Properties, including, but not limited to, the Master Plan (other than within such Owner's or other Person's Village) ; provided, such revision is or would be lawful and is not inconsistent with what is permitted by the Declaration as it may be amended from time to time.

10.3. Construction of Improvements. Declarant and its employees, agents, and designees shall have a right and easement over and upon all of the Common Area for the purpose of making, constructing, installing, modifying, expanding, replacing, and removing such improvements to the Common Area as it deems appropriate in its sole discretion as long as Declarant owns any property described in Exhibits "A" or "B."

10.4. Right To Use Common Area. Declarant and its designees may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be required, convenient, or incidental to the construction or sale of Units, including, but not limited to, business offices, signs, model Units, and sales offices. Declarant and its designees shall have easements for access to and use of such facilities.

Declarant and its designees, during the course of construction on the Properties adjacent to any Common Area, may use such Common Area for temporary storage and for facilitating construction on adjacent property. The user of such Common Area will return the Common Area to the condition it was in prior to its use. If Declarant use under this Section results in additional costs to the Association, Declarant shall reimburse the Association for such costs, but Declarant shall not be obligated to pay any use fees, rent, or similar charges for its use of Common Areas pursuant to this Section.

Declarant and its employees, agents, and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing, and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

10.5. Other Covenants Prohibited. No Person shall record any declaration of covenants, conditions, and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

10.6. Right To Approve Changes in Community Standards. Notwithstanding any contrary provision of this Declaration, no amendment to or modification of any Rules or Regulations, Use Restrictions, or Design Guidelines affecting the Properties shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns any portion of the Properties primarily for development and sale.

10.7. Use of the Name "The Villages at Coffee Creek". No Person shall use the name "The Villages at Coffee Creek" or any derivative, or any other term which Declarant may select as the name of this development or any component thereof, in any printed or promotional material without Declarant's prior written consent. However, Owners may use the word "The Villages at Coffee Creek" in printed or promotional matter solely to specify that particular property is located within the Properties, and the Association shall be entitled to use the words "The Villages at Coffee Creek" in its name. Any use of the name "The Villages at Coffee Creek" shall be in a manner which protects the proprietary rights to such name.

10.8. Right To Transfer or Assign Declarant Rights. Any or all of the special rights and obligations of Declarant set forth in this Declaration or the By-Laws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the By-Laws. No such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Official Records. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property set forth in Exhibit "B" in any manner whatsoever.

10.9. Multi-Family Residential Use. Declarant reserves the right to subject to the Declaration and the Association's jurisdiction multi-family residential property, including, without limitation, rental apartment property. If such property is submitted to the Declaration, the Declarant may establish a separate class of membership for the owners of such property, designating a multi-family Voting Group, and establishing a different rate of assessment for such property to take into account the density of such development and projected use of Association's Common Area and facilities. The membership, voting rights, assessment liabilities, and other terms governing such property shall be set forth in the Supplemental Declaration annexing the property and shall supplement the terms of this Declaration.

PROPERTY RIGHTS WITHIN THE COMMUNITY

The nature of living in a planned community, with its wide array of properties and development types and its ongoing development activity, requires the creation of special property rights and provisions to address the needs and responsibilities of the Owners, the developer, the Association, and others within or adjacent to the Properties.

ARTICLE XI EASEMENTS

11.1. Easements in Common Area. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area which is appurtenant to the title to the Unit, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The right of the Board to adopt Rules and Regulations or policies regulating the use and enjoyment of the Common Area, including rules restricting use of recreational facilities within the Common Area to owners of Units and their guests, and rules limiting the number of occupants and guests who may use the Common Area (provided, however, no rule may prohibit access to and from a Unit) ;
- (d) The right of the Board to suspend the right of an Owner to use recreational facilities within the Common Area pursuant to Section 7.4;
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area subject to the requirements of Sections 16.5 and 18.4;

(f) The right of the Board to impose reasonable membership requirements and charge reasonable membership, admission, or other fees for the use of any recreational facility situated upon the Common Area;

(g) The right of the Board to permit use of any Common Area recreational, educational, or cultural facilities by non-Owners, their families, lessees, and guests upon payment of Board established use fees or such other basis as the Board determines;

(h) The right of the Association to mortgage, pledge, or hypothecate any or all of its real or personal property as security for Association obligations subject to the approval requirements of Sections 16.5 and 18.4; and

(i) The rights of certain Owners to the exclusive use of those portions of the Common Area designated as Exclusive Common Area, as more particularly described in Article XII.

11.2. Easements of Encroachment. The Declarant grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.3. Easements for Utilities Etc. Declarant reserves unto itself, so long as it owns any portion of the Properties or has the right to annex property pursuant to Section 9.1, and grants to the Association an easement for the purpose of access and maintenance upon, across, over, and under all of the Properties to the extent reasonably necessary to install, replace, repair, and maintain cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, trails, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity. Declarant and/or the Association may assign these rights to any local utility supplier, cable company, security company, or other company providing a service or utility to The Villages at Coffee Creek subject to the limitations herein.

This easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under, or through any existing dwelling on a Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

Declarant specifically grants to the local utility suppliers easements across the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into the Unit on any Unit, nor shall any utilities be installed or relocated on the Properties, except as approved by the Board or Declarant.

11.4. Easements To Serve Additional Property. Declarant hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees, and Mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the property described in Exhibit "B" whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property.

11.5. Easements for Cross-Drainage. Every Unit and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any Unit to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner(s) of the affected property, the Board, and Declarant as long as it owns any portion of the Properties or may annex property pursuant to Section 9.1.

11.6. Right of Entry. The Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Association, to enter all portions of the Properties, including each Unit, for emergency, security, and safety reasons. Such right may be exercised by the authorized agents of the Association, its Board, officers or committees, and by all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in emergencies, entry onto a Unit shall be only during reasonable hours and after notice to Owner thereof. This easement includes the right to enter any dwelling on any Unit to cure any condition which increases the risk of fire or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Board. Public providers of emergency services shall have access to Units in an emergency as provided by state law and, if applicable, by the City of Edmond, Oklahoma operating policies.

11.7. Easements for Maintenance and Enforcement. Authorized agents of the Association shall have the right, and a perpetual easement is hereby granted to the Association, to enter all portions of the Properties, including each Unit to (a) perform its maintenance responsibilities under Article V, and (b) make inspections to ensure compliance with the Governing Documents. Except in emergencies, entry onto a Unit shall be only during reasonable hours and after notice to the Owner. This easement shall be exercised with a minimum of interference to the quiet enjoyment of Owners' property, and any damage caused by the Association shall be repaired by the Association at its expense. The Association also may enter a Unit to abate or remove, using such measures as may be reasonably necessary, any structure, things or condition which violates the Governing Documents.

11.8. Rights to Storm water Runoff, Effluent and Water Reclamation. Declarant hereby reserves for itself and its designees and assigns, all rights to ground water, surface water, storm water runoff, and effluent located or produced within the Properties. Such right shall include an easement over the Properties for access to and for installation and maintenance of facilities and equipment to capture and transport such water, runoff, and effluent.

11.9. Easements for Lake and Pond Maintenance and Flood Water. Declarant reserves for itself, the Association, and their successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon the lakes, ponds, rivers, streams, and wetlands located within the Area of Common Responsibility to (a) construct, maintain, and repair pumps in order to provide water to irrigate of any of the Area of Common Responsibility; (b) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water; and (c) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Declaration. Declarant, the Association, and their successors, assigns and designees shall have an access easement over and across any of the Properties abutting or containing any portion or any of the lakes, ponds, rivers, streams, or wetlands to the extent reasonably necessary to exercise their rights under this Section.

There is further reserved herein for the benefit of Declarant, the Association, and their successors, assigns, and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Units (but not the dwellings thereon) adjacent to or within one hundred feet of lake beds, ponds, rivers, streams and wetlands within the Properties, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Properties; (b) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the lakes, ponds, rivers, streams, and wetlands within the Area of Common Responsibility subject to the approval of all appropriate regulatory bodies; (c) maintain and landscape the slopes and banks pertaining to such lakes, ponds, rivers, streams, and wetlands; (d) drill water wells; and (e) enter upon and across such portions of the Properties for the purpose of exercising their rights under this Section. All Persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from, the intentional exercise of the rights granted under such easements. Nothing herein shall be construed to make Declarant, the Association, or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural occurrences.

ARTICLE XII EXCLUSIVE COMMON AREAS

12.1. Purpose. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners, occupants, and invitees of Units within a particular Village or Villages. By way of illustration and not limitation, Exclusive Common Areas may include entry features, shared private drives, recreational facilities, landscaped medians and cul-de-sacs, lakes, swimming pools, and other portions of the Common Area within a particular Village or Villages. All costs associated with maintenance,

repair, replacement, and insurance of Exclusive Common Areas shall be assessed as a Village Assessment against the Owners of Units in those Villages to which the Exclusive Common Area is assigned.

12.2. Designation. Initially, Declarant shall designate any Exclusive Common Area and shall assign the exclusive use thereof in the deed conveying the Common Area to the Association, on the plat relating to such Common Area, or other recorded instrument. No such assignment shall preclude Declarant from later assigning use of the same Exclusive Common Area to additional Units and/or Villages so long as Declarant has a right to subject additional property to this Declaration. Lot "N" as more particularly described on Exhibit "A" shall be the initial Exclusive Common Area of Villages I & II; provided that Declarant may assign Lot "N" as the Exclusive Common Area of additional Villages as such are annexed in accordance with Section 9.1.

Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area of a particular Village or Villages and Exclusive Common Area may be reassigned upon the Board's approval and the vote of Voting Members representing a majority of the Class "A" votes in the Association, including a majority of the Class "A" votes within the Village(s) to which the Exclusive Common Area is assigned, if applicable, and within the Village(s) to which the Exclusive Common Area is to be assigned. As long as Declarant owns any property subject to this Declaration or has the right to subject additional property to this Declaration, any such assignment or reassignment shall also require Declarant's consent.

12.3. Use by Others. The Association may, upon approval of a majority of the members of the Village Committee or board of directors of the Village Association for the Village(s) to which certain Exclusive Common Areas are assigned, permit Owners of Units in other Villages to use all or a portion of such Exclusive Common Areas upon payment of user fees, which fees shall be used to offset the Village Expenses attributable to such Exclusive Common Areas.

ARTICLE XIII PARTY WALLS AND OTHER SHARED STRUCTURES

13.1. General Rules of Law to Apply. Each wall, driveway, or similar structure built as a part of the original construction on the Units which serves and/or separates any two adjoining Units shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

13.2. Maintenance: Damage and Destruction. All Owners who make use of any party structure shall share the cost of reasonable repair and maintenance of such structure equally. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners subsequently use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions..

13.3. Right To Contribution Runs With Land. The right of an Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

13.4. Disputes. Any dispute concerning a party structure shall be subject to the dispute resolution procedures set forth in Article XIV.

RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

Growth and success of The Villages at Coffee Creek as a community in which people enjoy living, working, and playing requires good faith efforts to resolve disputes amicably, attention to and understanding of relationships within the Properties and with our neighbors, and protection of the rights of others who have an interest in the Properties.

**ARTICLE XIV
DISPUTE RESOLUTION AND LIMITATION ON LITIGATION**

14.1 Agreement To Avoid Litigation. Declarant, the Association, its officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Properties, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that specified claims, grievances, or disputes described in this Section ("Claims") shall be resolved using alternative dispute resolution procedures in lieu of filing suit in any court.

14.2. Claims. Unless specifically exempted below, all Claims arising out of or relating to the interpretation, application, or enforcement of the Governing Documents, or the rights, obligations, and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on the Properties shall be subject to the provisions of Section 14.3.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 14.3:

(a) any suit by the Association to enforce the assessment provisions of Article VIII,

(b) any suit by the Association to obtain a temporary restraining order (or emergency relief) , equitable remedies, and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of the Use Restrictions promulgated under Article III and architectural standards of Article IV;

(c) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

(d) any suit in which any indispensable party is not a Bound Party; and

(e) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 14.3(a) unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 14.3.

14.3. Mandatory Procedures.

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing and provide a copy to the Board (the "Notice"), stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises) ;

(iii) the Claimant's proposed remedy; and

iv) that the Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation and Mediation.

(i) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

(ii) lithe Parties do not resolve the Claim within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations") , the Claimant shall have 30

additional days to submit the Claim to such entity as is designated by the Association for mediating claims or, if the Parties otherwise agree, to an independent agency providing dispute resolution services in the Edmond, Oklahoma area.

(iii) If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, the Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to the Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

(iv) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

(v) Within five days of the Termination of Mediation, the Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent, and the Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

(c) Final and Binding Arbitration.

(i) If the Parties do not agree in writing to a settlement of the Claim within 15 days of the Termination of Mediation, the Claimant shall have 15 additional days to submit the Claim to arbitration in accordance with the Rules of Arbitration contained in Exhibit "D" or such rules as may be required by the agency providing the arbitrator. If not timely submitted to arbitration or if the Claimant fails to appear for the arbitration proceeding, the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons other than Claimant.

(ii) This subsection (c) is an agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of Oklahoma. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Oklahoma.

14.4. Allocation Of Costs or Resolving Claims.

(a) Subject to Section 14.4(b), each Party shall bear its own costs, including attorneys fees, and each Party shall share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting the arbitration proceeding ("Post Mediation Costs").

(b) Any Award which is equal to or more favorable to Claimant than Claimant's Settlement Demand shall add Claimant's Post Mediation Costs to the Award, such costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than any Respondent's Settlement Offer shall award to such Respondent its Post Mediation Costs.

14.5. Enforcement of Resolution. If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with Section 14.3 and any Party thereafter fails to abide by the terms of such agreement, or if the Parties agree to accept the Award following arbitration and any Party thereafter fails to comply with such Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 14.3. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs.

14.6. Consensus for Association Litigation. Except as provided in this Section, the Association shall not commence a judicial or administrative proceeding without the approval at least 75% of the Voting Members. A Voting Member representing Units owned by Persons other than himself shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Owners of 75% of the total number of Units in the Village represented by the Voting Member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the Governing Documents (including, without limitation, the foreclosure of liens) ; (b) the collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

ARTICLE XV GOLF COURSE

15.1. General. Membership in the Association or ownership or occupancy of a Unit shall not confer any ownership interest in or right to use the Coffee Creek Golf Course. Rights to use the Golf Course will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the respective owners of the Golf Course.

15.2. View Impairment. Declarant, the Association, or the owner of the Golf Course, does not guarantee or represent that any view over and across the Golf Course from Units adjacent to the Golf Course will be preserved without impairment. Owners of the Golf Course, if any, shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in their sole and absolute discretion, to add trees and other landscaping to the Golf Course from time to time. In addition, the owner of the Golf Course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, bunkers, fairways and greens from time to time. Any such additions or changes may diminish or obstruct any view from the Units and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

ARTICLE XVI PROTECTION OF MORTGAGEES

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Units in The Villages at Coffee Creek. In the event that condominiums are developed within the Properties, any provisions contained within the condominium documents and refer to a "master association" which are for the benefit of Mortgagees or Eligible Holders (as defined below) shall be applicable to and govern the Association and all Members as if set forth herein.

16.1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Unit to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the community or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Governing Documents relating to such Unit or the Owner or Occupant which is not cured within 60 days; and

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

16.2. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

16.3. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

16.4. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

16.5. HUD/VA Approval. As long as there is a Class "B" membership, the following actions shall require the prior approval of the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs, if either such agency is insuring or guaranteeing the Mortgage on any Unit: merger, consolidation or dissolution of the Association; annexation of additional property other than that described on Exhibit "B"; dedication, conveyance or mortgaging of Common Area; or material amendment of this Declaration or the By-Laws. The granting of easements for utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a conveyance within the meaning of this Section.

CHANGES IN THE COMMUNITY

Communities such as The Villages at Coffee Creek are dynamic and constantly evolving as circumstances, technology, needs and desires, and laws change, as the residents age and change over time, and as the surrounding community changes. The Villages at Coffee Creek and its governing documents must be able to adapt to these changes while protecting the things that make The Villages at Coffee Creek unique.

ARTICLE XVII CHANGES IN OWNERSHIP OF UNITS

Any Owner desiring to sell or otherwise transfer title to his or her Unit shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Unit, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

ARTICLE XVIII CHANGES IN COMMON AREA

18.1. Condemnation. Whenever any part of the Common Area shall is taken or conveyed under threat of condemnation by any authority having the power of eminent domain, each Owner shall be entitled to notice thereof. The Board may convey Common Area under threat of condemnation only if approved in writing by Voting Members representing at least 70% of the Class "A" Members in the Association and Declarant, as long as Declarant owns any portion of the Properties or has the unilateral right to annex property.

The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

(a) If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent practicable, unless within 60 days after such taking Declarant, so long as Declarant owns any portion of the Properties or has the unilateral right to annex property, and Voting Members representing at least 70% of the total Class "A" Members in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board.

(b) If the taking does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

18.2. No Partition. Except as permitted in this Declaration, the Common Area shall remain undivided, and no Person shall bring any action for partition of the whole or any part thereof without the written consent of all Owners and Mortgagees.

18.3. Dedication of Common Area. The Association may dedicate or grant easements over portions of the Common Area to any local, state, or federal governmental entity.

18.4. Actions Requiring Owner Approval. If either the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs is insuring or guaranteeing the Mortgage on any Unit, then the following actions shall require the prior approval of Voting Members representing not less than two-thirds (2/3) of the total Class "A" votes in the Association and the consent of the Class "B" Member, if such exists: merger, consolidation or dissolution of the Association; annexation of additional property other than that described on Exhibit "B;" and dedication, conveyance or mortgaging of Common Area. Notwithstanding anything to the contrary in Section 18.1 or this Section, the Association, acting through the Board, may grant easements over the Common Area for installation and maintenance of utilities and drainage facilities and for other purposes not inconsistent with the intended use of the Common Area, without the approval of the membership.

ARTICLE XIX AMENDMENT OF DECLARATION

19.1. Amendment by Declarant. So long as Declarant owns any property described on Exhibits "A" and "B", Declarant may unilaterally amend this Declaration if such amendment is

(i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make or purchase Mortgage loans on the Units; (iv) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure Mortgage loans on the Units; or (v) otherwise necessary to satisfy the requirements of any governmental agency for approval of this Declaration. However, any such amendment shall not adversely affect the title to any Unit unless the affected Owner shall consent thereto in writing. In addition, so long as Declarant owns any portion of the Properties or has the unilateral right to annex property, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

19.2. Amendment by Owners. Except as otherwise specifically provided in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing 70% of the total Class "A" votes, and the consent of Declarant, so long as Declarant owns any portion of the Properties or has the unilateral right to annex property.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

19.3. Validity and Effective Date of Amendments. Amendments to this Declaration shall become effective upon recordation in the Official Records unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. A change of conditions or circumstances shall not operate to amend any provisions of this Declaration.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege as long as Declarant owns any portion of the Properties or has the unilateral right to annex property.

19.4. Severability. All provisions set forth and made a part of this Declaration bear independent significance. The provisions of this Declaration are intended to be independent, and in the event any provisions hereof should be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of this Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 30th day of July, 1998.

Signed by Derek S. Turner, Managing Agent for Covell Road Properties, L.L.C., an Oklahoma limited liability company, Declarant

EXHIBIT "A"
Land Initially Submitted

Prairie Village I at Coffee Creek

BEING ALL OF THAT TRACT AND PARCEL OF LAND, lying in part of the SW 1/4, Section 14, T.14 N., R.3.W.I.M., Edmond, Oklahoma County, Oklahoma, and being more particularly described in the Final Plat for Prairie Village I at Coffee Creek, recorded in Book 58, Pages 97 and 98, as such Final Plat contains metes and bounds.

Prairie Village II at Coffee Creek

BEING ALL OF THAT TRACT AND PARCEL OF LAND, lying in part of the SW 1/4, Section 14, T.14 N., R.3.W.I.M., Edmond, Oklahoma County, Oklahoma, and being more particularly described in the Final Plat for Prairie Village II at Coffee Creek, recorded in Book 58, Page 96, as such Final Plat contains metes and bounds.

EXHIBIT "B"
Land Subject To Annexation

The property generally described within the boundaries of Kelly Avenue to the West, Covell Road to the South, Boulevard to the East, and the Coffee Creek Golf Course to the North.

EXHIBIT "C"
Initial Use Restrictions

The following restrictions shall apply to all of the Properties until such time as they are amended, modified, repealed or limited by the Association adopted pursuant to Article III of the Declaration.

1. General. The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by Declarant to assist in the sale of property described in Exhibits "A" or "B," offices for any property manager retained by the Association, or business offices for Declarant. or the Association) consistent with this Declaration and any Supplemental Declaration.

2. Restricted Activities. The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) Parking of any vehicles on public or private streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages; provided, construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area;

(b) Raising, breeding or keeping of animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit; however, those pets which are permitted to roam free, or, in the Board's sole discretion, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the Unit. Pets shall be registered, licensed and inoculated as required by law;

(c) Any activity which emits foul or obnoxious odors outside the Unit or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Units;

(d) Any activity which violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy untidy condition to exist outside of enclosed structures on the Unit;

(f) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units;

(g) Outside burning of trash, leaves, debris or other materials, except during the normal. course of constructing a dwelling on a Unit;

(h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Units, except alarm devices used exclusively for security purposes;

(i) Use and discharge of firecrackers and other fireworks;

(j) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Properties, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site;

(k) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;

(l) Obstruction or re-channeling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent;

(m) Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after a subdivision plat including such Unit has been approved and filed in the Official Records, except that Declarant shall be permitted to subdivide or re-plat Units which it owns;

(n) Swimming, boating, use of personal floatation devices, or other active use of lakes, ponds, streams or other bodies of water within the Properties, except that fishing from the shore shall be permitted with appropriate licenses and Declarant, its successors and assigns, shall be permitted and shall have the exclusive right and easement to retrieve golf balls from bodies of water within the Common Areas and to draw water from lakes, ponds and streams within the Properties for purposes of irrigation and such other purposes as Declarant shall deem desirable. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams or other bodies of water within or adjacent to the Properties;

(o) Use of any Unit for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, except that Declarant and its assigns may operate such a program with respect to Units which it owns;

(p) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(q) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment;

(r) Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Properties; (iii) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; and (iv) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The term "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Leasing of a Unit shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of the Properties or its use of any Units which it owns within the Properties, including the operation of a timeshare or similar program;

(s) Capturing, trapping or killing of wildlife within the Properties, except in circumstances posing an imminent threat to the safety of persons using the Properties;

(t) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Properties or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

(u) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Unit without prior approval pursuant to Article .IV?

(v) Operation of motorized vehicles on pathways or trails maintained by the Association, except that golf carts may be operated on cart paths intended for such purposes;

(w) Construction, erection, or placement of any thing, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article IV of the Declaration. This shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers and similar structures; antennas, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; and hedges, walls, dog runs, animal pens, or fences of any kind; and

(x) Use of skateboards and motorized scooters on any portion of the Properties and for any purpose whatsoever.

3. Prohibited Conditions. The following shall be prohibited within the Properties:

(a) Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties;

(b) Structures, equipment or other items on the exterior portions of a Unit which have become rusty, dilapidated or otherwise fallen into disrepair; and

(c) Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Properties, except that Declarant and the Association shall have the right to draw water from such sources.

4. Leasing of Units. "Leasing," for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term, which requirements may vary from Village to Village. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Unit Owner within 10 days of execution of the lease. The Owner must make available to the lessee copies of the Declaration; By-Laws, Use Restrictions. and Rules and Regulations.

EXHIBIT "D"
Rules of Arbitration

1. Claimant shall submit a Claim to arbitration under these Rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought and Claimant's submission of the Claim to arbitration ("Arbitration Notice")

2. The Parties shall select arbitrators ("Party Appointed Arbitrators") as follows: all the Claimants shall agree upon one (1) Party Appointed Arbitrator, and all the Respondents shall agree upon one (1) Party Appointed Arbitrator. The Party Appointed Arbitrators shall, by agreement, select one neutral arbitrator ("Neutral") so that the total arbitration panel ("Panel") has three (3) arbitrators.

3. If the Panel is not selected under Rule 2 within 45 days from the date of the Arbitration Notice, any party may notify the nearest chapter of The Community Associations Institute, for any dispute arising under the Governing Documents, or the American Arbitration Association, or such other independent body providing arbitration services, for any dispute relating to the design or construction of improvements on the Properties, which shall appoint one Neutral ("Appointed Neutral"), notifying the Appointed Neutral and all Parties in writing of such appointment. The Appointed Neutral shall thereafter be the sole arbitrator and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.

4. No person may serve as a Neutral in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Any person designated as a Neutral or Appointed Neutral shall immediately disclose in writing to all Parties any circumstance likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Bias Disclosure"). If any Party objects to the service of any Neutral or Appointed Neutral after receipt of that Neutral's Bias Disclosure, such Neutral or Appointed Neutral shall be replaced in the same manner in which that Neutral or Appointed Neutral was selected.

5. The Appointed Neutral or Neutral, as the case may be ("Arbitrator") shall fix the date, time and place for the hearing. The place of the hearing shall be within the Properties unless otherwise agreed by the Parties. In fixing the date of the hearing, or in continuing a hearing, the Arbitrator shall take into consideration the amount of time reasonably required to determine Claimant's damages accurately.

6. Any Party may be represented by an attorney or other authorized representative throughout the arbitration proceedings. In the event the Respondent fails to participate in the arbitration proceeding, the Arbitrator may not enter an Award by default, but shall hear Claimant's case and decide accordingly.

7. All persons who, in the judgment of the Arbitrator, have a direct interest in the arbitration are entitled to attend hearings. The Arbitrator shall determine any relevant legal issues, including whether all indispensable parties are Bound Parties or whether the claim is barred by the statute of limitations.

8. The hearing shall be conducted in whatever manner will, in the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties. The Arbitrator may issue such orders as it deems necessary to safeguard rights of the Parties in the dispute without prejudice to the rights of the Parties or the final determination of the dispute.

9. If the Arbitrator decides that it has insufficient expertise to determine a relevant issue raised during arbitration, the Arbitrator may retain the services of an independent expert who will assist the Arbitrator in making the necessary determination. The scope of such professional's assistance shall be determined by the Arbitrator in the Arbitrator's discretion. Such independent professional must not have any bias or financial or personal interest in the outcome of the arbitration, and shall immediately notify the Parties of any such bias or interest by delivering a Bias Disclosure to the Parties. If any Party objects to the service of any professional after receipt of a Bias Disclosure, such professional shall be replaced by another independent licensed professional selected by the Arbitrator.

10. No formal discovery shall be conducted in the absence of express written agreement among all the Parties. The only evidence to be presented at the hearing shall be that which is disclosed to all Parties at least 30 days prior to the hearing; provided, however, no Party shall deliberately withhold or refuse to disclose any evidence which is relevant and material to the Claim, and is not otherwise privileged. The Parties may offer such

evidence as is relevant and material to the Claim, and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim. The Arbitrator shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator shall be authorized, but not required, to administer oaths to witnesses.

11. The Arbitrator shall declare the hearings closed when satisfied the record is complete. There will be no post hearing briefs..

12. The Award shall be rendered immediately following the close of the hearing, if possible, and no later than 14 days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing, shall be signed by the Arbitrator and acknowledged before a notary public. If the Arbitrator believes an opinion is necessary, it shall be in summary form.

13. If there is more than one arbitrator, all decisions of the Panel and the Award shall be by majority vote. Each Party agrees to accept as legal delivery of the Award the deposit or a true copy in the mail addressed to that Party or its attorney at the address communicated to the Arbitrator at the hearing.

**LOT OWNER'S ADOPTION AND IMPRESSION OF DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE VILLAGES AT COFFEE CREEK**

This Lot Owner's Adoption and Impression of Declaration of Covenants, Restrictions and Conditions for The Villages at Coffee Creek is made this 9th day of October, 1998. by Prairie Homes, L.C., an Oklahoma limited liability company:

WITNESSETH:

WHEREAS, Covell Road Properties, L.L.C., an Oklahoma limited liability company, is the developer of The Villages at Coffee Creek, a planned residential community that includes Prairie Village I at Coffee Creek and Prairie Village II at Coffee Creek, both being additions to the City of Edmond, State of Oklahoma;

AND WHEREAS Prairie Homes, L.C. has purchased from Covell Road Properties, L.L.C. certain lots contained within Prairie Village I at Coffee Creek and Prairie Village II at Coffee Creek, to-wit:

Lot 1, Block 4, Prairie Village II at Coffee Creek, an addition to the City of Edmond, State of Oklahoma, which grant is memorialized by that certain Warranty Deed filed at Book 7194, Page 0194 of the land records of Oklahoma County, State of Oklahoma, as corrected by that Warranty Deed filed at Book 7370, Page 0870 of the land records of Oklahoma County;

Let 2, Block 4, Prairie Village II at Coffee Creek, an addition to the City of Edmond, State of Oklahoma, which grant is memorialized by that certain Warranty Deed filed at Book 7194, Page 0195 of the land records of Oklahoma County, State of Oklahoma, as corrected by that Warranty Deed filed at Book 7370, Page 0869 of the land records of Oklahoma County;

Lot 3, Block 4, Prairie Village n at Coffee Creek, an addition to the City of Edmond, State of Oklahoma, which grant is memorialized by that certain Warranty Deed filed at Book 7194, Page 0196 of the land records of Oklahoma County, State of Oklahoma, as corrected by that Warranty Deed filed at Book 7370, Page 0868 of the land records of Oklahoma County;

Lot 4, Block 4, Prairie Village II at Coffee Creek, an addition to the City of Edmond, State of Oklahoma, which grant is memorialized by that certain Warranty Deed filed at Book 7194, Page 0197 of the land records of Oklahoma County, State of Oklahoma, as corrected by that Warranty Deed filed at Book 7370, Page 0867 of the land records of Oklahoma County;

Lot 1, Block 1, Prairie Village I at Coffee Creek, an addition to the City of Edmond, State of Oklahoma, which grant is memorialized by that certain Warranty Deed filed at Book 7312, Page 0679 of the land records of Oklahoma County, State of Oklahoma, as corrected by that Warranty Deed filed at Book 7370, Page 0873 of the land records of Oklahoma County;

Lot 2, Block I, Prairie Village I at Coffee Creek, an addition to the City of Edmond, State of Oklahoma, which grant is memorialized by that certain Warranty Deed filed at Book 7312, Page 0678 of the land records of Oklahoma County, State of Oklahoma, as corrected by that Warranty Deed filed at Book 7370, Page 0872 of the land records of Oklahoma County; and

Lot 3, Block 1, Prairie Village I at. Coffee Creek, an addition to the City of Edmond, State of Oklahoma, which grant is memorialized by that certain Warranty Deed filed at Book 7312, Page 0677 of the land records of Oklahoma County, State of Oklahoma, as corrected by that Warranty Deed filed at Book 7370, Page 0871 of the land records of Oklahoma County,

all said lots being collectively referred to herein as the "Lots";

AND WHEREAS as part and parcel of the consideration paid by Prairie Homes, L.C. to Covell Road Properties, L.L.C. for the purchase of the Lots, was Prairie Homes, L.C. 's covenant to subject the Lots to a declaration of covenants, conditions and restrictions to be filed by Covell Road Properties, L.L. C. upon the execution and recording of said declaration;

AND WHEREAS on the 8th day of October, 1998, Covell Road Properties, L.L.C. filed a certain Declaration of Covenants, Conditions and Restrictions for the Villages at Coffee Creek, Including Prairie Village I at Coffee Creek and Prairie Village n at Coffee Creek, in the land records of Oklahoma County, State of Oklahoma at Book 7422, Pages 70-160 (the "Villages Declarations") , that touch, concern and run with all lands contained within Prairie Village I at Coffee Creek and Prairie Village n at Coffee Creek;

NOW THEREFORE for good and valuable consideration Prairie Homes, L.C. does hereby adopt the Villages Declarations and impresses them, together with all covenants, conditions and restrictions contained therein, against the Lots, so that the Villages Declarations shall touch, concern bind and run with the Lots. The Lots, Prairie Homes, L.C. and Prairie Homes, L. C.'s grantees and successors in interest shall further be subject to all duties and benefits created by, and existing by virtue of, the Villages Declarations.

IN WITNESS WHEREOF, Prairie Homes, L.C. has set its hand to this instrument this 9th day of October, 1998.

By: Derek S. Turner, its Manager, Prairie Homes, L.C.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONEBROOK I AT COFFEE CREEK, AN ADDITION TO THE CITY OF EDMOND, STATE OF OKLAHOMA, BEING A PART OF THE SE 1/4 OF SECTION 14, TOWNSHIP 14N, RANGE 3W OF THE I.M., AS RECORDED IN BOOK 58 OF PLATS, AT PAGE 21 OF THE PUBLIC RECORDS OF OKLAHOMA COUNTY, STATE OF OKLAHOMA.

This Declaration is made by Covell Road Properties, L.L.C., an Oklahoma limited liability company:

WITNESSETH:

WHEREAS, Covell Road Properties, L.L.C., an Oklahoma limited liability company ("Declarant") is the owner of the real property contained within and made a part of Stonebrook I at Coffee Creek addition, which is a platted addition recorded in Book 58 of Plats, Page 21 of the public records of Oklahoma County, State of Oklahoma; and

WHEREAS, a certain "Declaration of Covenants, Conditions and Restrictions For the Villages at Coffee Creek, Including Prairie Village I at Coffee Creek and 'Prairie Village II at Coffee Creek" covering and affecting, Prairie Village I at Coffee Creek and Prairie Village II at Coffee Creek (the same being additions to the City of Edmond, Oklahoma County, State of Oklahoma, platted and filed of record in Book 58 of Plats at Pages 97-98 and in Book 58 of Plats at Page 96, respectively) , were filed of record in Book 7422, Pages 0070-0160 in the land records of Oklahoma County, State of Oklahoma on October 8,1998 (the "Villages Declarations") ;

NOW THEREFORE Declarant does hereby adopt the Villages Declarations in their totality and impresses them against all real property contained within Stonebrook I at Coffee Creek addition, with the intent that the Villages Declarations, and all parts thereof shall touch, concern and run with the real property contained within Stonebrook I at Coffee Creek addition,

WHEREFORE, the undersigned Declarant as the owner of all the lots, blocks and other realty located in and forming Stonebrook I at Coffee Creek addition, a residential community, as recorded in Book 58 of Plats, Page 21 of the land records of Oklahoma County, does hereby adopt the Villages Declarations and impresses them upon Stonebrook I at Coffee Creek addition. Further, the Owners of the Lots platted within Stonebrook I at Coffee Creek addition shall become members of The Villages at Coffee Creek Community Association, Inc., and shall enjoy all privileges and obligations appurtenant thereto in accordance with the Villages Declarations.

IN WITNESS WHEREOF DECLARANT has set its hand and seal to this instrument this 10th day of March, 1999.

Signed by: Robert E. Turner, Manager Covell Road Properties, L.L.C.

Filed on 9/28/99 at Book 7692, page 1306 and refiled on 10/21/99 at Book 7709, Page 14
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
AMBERWOOD I AT COFFEE CREEK
HERITAGE GREEN I AT COFFEE CREEK
THE VILLAS II AT COFFEE CREEK**

THE SAME BEING ADDITIONS TO THE CITY OF EDMOND, STATE OF OKLAHOMA, BEING A PART OF THE SE 1/4 OF SECTION 14, TOWNSHIP 14N, RANGE 3W OF THE I. M. AS RECORDED IN BOOK 58 OF PLATS PAGE 21 OF THE PUBLIC RECORDS OF OKLAHOMA COUNTY, STATE OF OKLAHOMA.

This Declaration is made by Covell Road Properties, L.L.C., an Oklahoma limited liability company

WITNESSETH:

WHEREAS, Covell Road Properties, L.L.C., an Oklahoma limited liability company ("Declarant") is the owner of the real property contained within and made a part of Amberwood I at Coffee Creek addition ("Amberwood") , which is a platted addition recorded in Book 59 of Plats, Page 75 of the public records of Oklahoma County, State of Oklahoma; and

AND WHEREAS, Declarant is the owner of the real property contained within and made a part of Heritage Green I at Coffee Creek addition ("Heritage Green") , which is a platted addition recorded in Book 59 of Plats, Page 76 of the public records of Oklahoma County, State of Oklahoma; and

AND WHEREAS, Declarant is the owner of the real property contained within and made a part of The Villas II at Coffee Creek addition ("Villas II") , which is a platted addition recorded in Book 59 of Plats, Page 74 of the public records of Oklahoma County, State of Oklahoma; and

AND WHEREAS, a certain "Declaration of Covenants, Conditions and Restrictions for the Villages at Coffee Creek, including Prairie Village I at Coffee Creek and Prairie Village II at Coffee Creek" covering and affecting, Prairie Village I at Coffee Creek and Prairie Village II at Coffee Creek (the same being additions to the City of Edmond, Oklahoma County, State of Oklahoma, platted and filed of record in Book 58 of Plats at Pages 97-98 and in Book 58 of Plats at Page 96, respectively) , were filed of record in book 7422, Pages 0070-0160 in the land records of Oklahoma County, State of Oklahoma on October 8, 1998 (the "Villages Declaration");

AND WHEREAS, a certain "Declaration of Covenants, Conditions and Restrictions for Stonebrook I at Coffee Creek (the same being an additions to the City of Edmond, Oklahoma County, State of Oklahoma, platted and filed of record in Book 58 of Plats at Page 21), were filed of record in book 7422, Pages 0070-0160 in the land records of Oklahoma County, State of Oklahoma on October 8, 1998 (the" Stonebrook Declaration");

NOW THEREFORE, Declarant does hereby adopt the Villages Declarations in their totality, as supplemented by the Stonebrook Declaration and impresses them against all real property contained within Amberwood, Heritage Green and Villas II, with the intent that the Villages Declarations, and all parts thereof shall touch, concern and run with the real property contained within Amberwood, Heritage Green and Villas II;

WHEREFORE, the undersigned Declarant as the owner of all the lots, blocks and other realty located in and forming Amberwood, Heritage Green and Villas II, residential communities, does hereby adopt the Villages Declarations and impresses them upon Amberwood, Heritage Green and Villas II. Further, the Owners of the Lots platted within Amberwood, Heritage Green and Villas II shall become members of The Villages at Coffee Creek Community Association, Inc., and shall enjoy all privileges and obligations appurtenant thereto in accordance with the Villages Declarations.

IN WITNESS WHEREOF, DECLARANT has set its hand and seal to this instrument this 27th day of September, 1999.

Signed by: Robert E. Turner, Manager of Covell Road Properties, L.L.C., Declarant

**AMENDED AND RESTATED SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
AMBERWOOD I AT COFFEE CREEK
HERITAGE GREEN
VILLAS AT COFFEE CREEK
THE VILLAS II AT COFFEE CREEK**

THE SAME BEING ADDITIONS TO THE CITY OF EDMOND, STATE OF OKLAHOMA, BEING A PART OF THE SE 1/4 OF SECTION 14, TOWNSHIP 14N, RANGE 3W OF THE I.M. IN OKLAHOMA COUNTY, STATE OF OKLAHOMA

This Amended and Restated Supplemental Declaration of Covenants, Conditions and Restrictions for Amberwood I at Coffee Creek, Heritage Green I at Coffee Creek, The Villas at Coffee Creek and The Villas II at Coffee Creek ("this Declaration") is made by Covell Road Properties, L.L.C., an Oklahoma limited liability company pursuant to Section 19.1 of that certain Declaration of Covenants, Restrictions and Conditions for the Villages at Coffee Creek, including Prairie Village I at Coffee Creek and Prairie Village II at Coffee Creek (the "Villages Declarations").

This Declaration amends and supersedes that certain Declaration of Covenants, Conditions and Restrictions for Amberwood I at Coffee Creek, Heritage Green I at Coffee Creek and The Villas I at Coffee Creek, filed at Book 7692, Pages 1306-1307 of the land records of Oklahoma County, State of Oklahoma, and that certain Declaration of Covenants, Conditions and Restrictions for Amberwood I at Coffee Creek, Heritage Green I at Coffee Creek and The Villas n at Coffee Creek, filed at Book 7709, Pages 14-15 of the land records of Oklahoma County, State of Oklahoma. This Declaration shall not touch, concern or affect The Villas at Coffee Creek, an addition to the City of Edmond, Oklahoma County, State of Oklahoma as recorded at Book 57 of Plats, Page 92 ("The Villas I"), except to the extent that this Declaration is intended to eliminate any cloud of title created upon The Villas I by virtue of that certain Declaration of Covenants, Conditions and Restrictions for Amberwood I at Coffee Creek, Heritage Green I at Coffee Creek and The Villas I at Coffee Creek, filed at Book 7692, Pages 1306-1307 of the land records of Oklahoma County, State of Oklahoma

WITNESSETH:

WHEREAS, Covell Road Properties, L.L.C., an Oklahoma limited liability company ("Declarant") is the owner of real property contained within and made a part of Amberwood I at Coffee Creek addition ("Amberwood"), which is a platted addition recorded Oklahoma County, State of Oklahoma; an Oklahoma limited liability company ("Declarant") made a part of Amberwood I at Coffee Creek addition in Book 59 of Plats, Page 75 of the public records of Oklahoma County, State of Oklahoma;

AND WHEREAS, Declarant is the owner of real property contained within and made a part of Heritage Green I at Coffee Creek addition ("Heritage Green"), which is a platted addition recorded in Book 59 of Plats, Page 76 of the public records of Oklahoma County, State of Oklahoma;

AND WHEREAS, Declarant is the owner of real property contained within and made a part of The Villas II at Coffee Creek addition ("Villas II"), which is a platted addition recorded in Book 59 of Plats, Page 74 of the public records of Oklahoma County, State of Oklahoma;

AND WHEREAS, the Villages Declarations were filed of record in book 7422, Pages 0070-0160 iv, State of Oklahoma on October 8, 1998;

AND WHEREAS, by virtue of section 0.1 of the Villages Declarations, Declarant has the authority to execute supplemental declarations and to impress the Villages Declarations upon additional properties;

AND WHEREAS, by virtue of Section 10.1 of the Villages Declarations, Declarant has the authority to file this Declaration;

NOW THEREFORE, Declarant does hereby adopt the Villages Declarations in their totality, and impresses them against all real property contained within Amberwood, Heritage Green and Villas II, with the intent

that the Villages Declarations, and all parts thereof shall touch, concern and run with the real property contained within Amberwood, Heritage Green and Villas II;

WHEREFORE, the undersigned, as Declarant under the Villages Declarations, does hereby adopt the Villages Declarations and impresses them upon Amberwood, Heritage Green and Villas II. Further, the Owners of the Lots platted within Amberwood, Heritage Green and Villas II shall become members of The Villages at Coffee Creek Community Association, Inc. and shall enjoy all privileges and obligations appurtenant thereto in accordance with the Villages Declarations.

IN WITNESS WHEREOF, DECLARANT has set it hand and seal to this instrument this 10th day of October, 2000.

Signed by: Robert E. Turner, Manager of Covell Road Properties, L.L.C.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
AMBERWOOD II AT COFFEE CREEK**

THE SAME BEING AN ADDITION TO THE CITY OF EDMOND, STATE OF OKLAHOMA, BEING A PART OF THE SE 1/4 OF SECTION 14, TOWNSHIP 14N, RANGE 3W OF THE I.M. IN OKLAHOMA COUNTY, STATE OF OKLAHOMA

This Declaration of Covenants, Conditions and Restrictions for) Amberwood II at Coffee Creek ("this Declaration") is made by Covell Road Properties, L.L.C., an Oklahoma limited liability company pursuant to Section 19.1 of that certain Declaration of Covenants, Restrictions and Conditions for the Villages at Coffee Creek, including Prairie Village I at Coffee Creek and Prairie Village II at Coffee Creek (the "Villages Declarations").

WITNESSETH:

WHEREAS, Covell Road Properties, L.L.C., an Oklahoma limited liability company ("Declarant") is the owner of the real property contained within and made a part of Amberwood II at Coffee Creek addition ("Amberwood II") , which is a platted addition recorded in Book 59 of Plats, Page 24 of the public records of Oklahoma County, State of Oklahoma;

AND WHEREAS, the Villages Declarations were filed of record in book 7422, Pages 0070-0160 in the land records of Oklahoma County, State of Oklahoma on October 8, 1998;

AND WHEREAS, by virtue of section 9.1 of the Villages Declarations, Declarant has the authority to execute supplemental declarations and to impress the Villages Declarations upon additional properties;

NOW THEREFORE, Declarant does hereby adopt the Villages Declarations in their totality, and impresses them against all real property contained within Amberwood II with the intent that the Villages Declarations, and all parts thereof shall touch, concern and run with the real property contained within Amberwood II;

WHEREFORE, the undersigned, as Declarant under the Villages Declarations, does hereby adopt the Villages Declarations and impresses them upon Amberwood II. Further, the Owners of the Lots platted within Amberwood II shall become members of The Villages at Coffee Creek Community Association, Inc., and shall enjoy all privileges and obligations appurtenant thereto in accordance with the Villages Declarations.

IN WITNESS WHEREOF, DECLARANT has set its hand and seal to this instrument this 10th day of October, 2000.

Signed by: Robert E. Turner, Manager Covell Road Properties, L.L.C.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE VILLAS II-A AT COFFEE CREEK**

THE SAME BEING AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE I. M. IN OKLAHOMA COUNTY AND THE STATE OF OKLAHOMA.

This Declaration of Covenants, Conditions and Restrictions for The Villas II-A at Coffee Creek is made by Covell Road Properties, LLC, an Oklahoma limited liability company, pursuant to Section 19.1 of that certain Declaration of Covenants, Restrictions and Conditions for The Villages at Coffee Creek, including Prairie Village I at Coffee Creek and Prairie Village II at Coffee Creek (the "Villages Declarations") , which were recorded on October 10, 1998 in Book 7422 on Pages 70-160 of the public records of Oklahoma County in the State of Oklahoma.

WITNESSETH:

WHEREAS, Covell Road Properties, LLC, an Oklahoma limited liability company ("Declarant") , is the owner of the real property contained within and made a part of The Villas II-A at Coffee Creek ("Villas II-A") which is a platted addition recorded In Book 60 of Plats, on Page 85 of the public records of Oklahoma County in the State of Oklahoma; and

AND WHEREAS, the Villages Declarations were amended on October 12, 2000 and said amendment to the declarations was filed of record in Book 7939 on Page 1778-1779 in the land records of Oklahoma County in the State of Oklahoma; and

AND WHEREAS, pursuant to Section 9.1 of the Villages Declarations, Declarant has the authority to execute supplemental declarations and to impress the Villages Declarations upon additional properties; and

AND WHEREAS, pursuant to Section 19.1 of the Villages Declarations, Declarant has the authority to file this Declaration; and

NOW THEREFORE, Declarant does hereby adopt the Villages Declarations in their totality, and impresses them against all real property contained within The Villas II-A with the intent that the Villages Declarations, and all parts thereof shall touch, concern and run with the real property contained within The Villas II-A.

WHEREFORE, the undersigned, as Declarant under the Villages Declarations, does hereby adopt the Villages Declarations as amended herein and impresses them upon The Villas II-A.

FURTHERMORE, the Owners of the lots platted within The Villas II-A shall become members of The Villages at Coffee Creek Community Association, Inc., and shall enjoy all privileges and obligations appurtenant thereto in accordance with the Villages Declarations.

IN WITNESS WHEREOF, DECLARANT has set its hand and seal to this instrument this 29th day of May, 2001.

Signed by: Robert E. Turner, Manager Covell Road Properties, LLC

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
STONEBROOK II AT COFFEE CREEK**

THE SAME BEING AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH" RANGE 3 WEST OF THE I. M. IN OKLAHOMA COUNTY AND THE STATE OF OKLAHOMA.

This Declaration of Covenants, Conditions and Restrictions for Stonebrook II at Coffee Creek is made by Covell Road Properties, LLC, an Oklahoma limited liability company, and the Villages at Coffee Creek Community Association, Inc., pursuant to Section 19.1 of that certain Declaration of Covenants, Restrictions and Conditions for The Villages at Coffee Creek, including Prairie Village I at Coffee Creek and Prairie Village II at Coffee Creek (the "Villages Declarations") , which were recorded on October 8, 1998 in Book 7422 on Pages 70-160 of the public records of Oklahoma County in the State of Oklahoma.

WITNESSETH:

WHEREAS, Covell Road Properties, LLC, an Oklahoma limited liability company, and the Villages at Coffee Creek Community Association, Inc. ("Declarants"), are the owners of the real property contained within and made part of Stonebrook II at Coffee Creek ("Stonebrook II") which is a platted addition recorded In Book 60 of Plats, on Page 63 of the public records of Oklahoma County in the State of Oklahoma; and

WHEREAS, pursuant to Section 9.1 of the Villages Declarations, Declarants have the authority to execute supplemental declarations and to impress the Villages Declarations upon additional properties; and

WHEREAS, pursuant to Section 19.1 of the Villages Declarations, Declarants have the authority to file this Declaration; and

NOW THEREFORE, Declarants do hereby adopt the Villages Declarations in their totality, and impresses them against all real property contained within Stonebrook II with the intent that the Villages Declarations and all parts thereof shall touch, concern and run with the real property contained within Stonebrook II.

WHEREFORE, the undersigned, as Declarants under the Villages Declarations, do hereby adopt the Villages Declarations as amended herein and impresses them upon Stonebrook II.

FURTHERMORE, the Owners of the Lots platted within Stonebrook II shall become members of The Villages at Coffee Creek Community Association, Inc. and shall enjoy all privileges and obligations appurtenant thereto in accordance with the Villages Declarations.

IN WITNESS WHEREOF, DECLARANT has set its hand and seal to this instrument this 11th day of October, 2001.

Signed by Robert E. Turner, Manager Covell Road Properties, LLC

and by Derek S. Turner, President The Villages as Coffee Creek Community Association, Inc.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
HERITAGE GREEN II AT COFFEE CREEK**

THE SAME BEING AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE I. M. IN OKLAHOMA COUNTY AND THE STATE OF OKLAHOMA.

This Declaration of Covenants, Conditions and Restrictions for Heritage Green II at Coffee Creek is made by Covell Road Properties, LLC, an Oklahoma limited liability company, pursuant to Section 19.1 of that certain Declaration of Covenants, Restrictions and Conditions for The Villages at Coffee Creek, including Prairie Village I at Coffee Creek and Prairie Village II at Coffee Creek (the "Villages Declarations") , which were recorded on October 8, 1998 in Book 7422 on Pages 70-160 of the public records of Oklahoma County in the State of Oklahoma.

WITNESSETH:

WHEREAS, Covell Road Properties, LLC, an Oklahoma limited liability company ("Declarant"), is the owner of the real property contained within and made a part of Heritage Green II at Coffee Creek ("Heritage Green II") which is a platted addition recorded in Book 60 of Plats, on Page 39 of the public records of Oklahoma County in the State of Oklahoma.

WHEREAS, pursuant to Section 9.1 of the Villages Declarations, Declarant has the authority to execute supplemental declarations and to impress the Villages Declarations upon additional properties.

WHEREAS, pursuant to Section 19.1 of the Villages Declarations, Declarant has the authority to file this Declaration.

NOW THEREFORE, Declarant does hereby adopt the Villages Declarations in their totality, and impresses them against all real property contained within Heritage Green II with the intent that said Declarations, and all parts thereof shall touch, concern and run with the real property contained within Heritage Green II.

FURTHERMORE, Declarant desires to restrict the site plan alternatives on certain Heritage Green II lots. Specifically, any residence constructed on Lot One (1) in Block Two (2) and on Lot One (1) in Block Three (3) must front Heritage Green Trail and access to any garage facility on said lots must be provided from Heritage Green Trail. Also, any residence constructed on Lot One (1) in Block Four (4) and on Lot One (1) in Block Five (5) must front Heritage Green Circle and access to any garage facility on said lots must be provided from Heritage Green Circle. To further clarify the desires of Declarant, no residence constructed on the aforementioned lots shall front Heritage Green Road and no garage access shall be provided to said residence from Heritage Green Road.

FURTHERMORE, the Owners of the Lots platted within Heritage Green II shall become members of The Villages at Coffee Creek Community Association, Inc., and shall enjoy all privileges thereto in accordance with the Villages Declarations.

WHEREFORE, the undersigned, as Declarant, does hereby adopt the Villages Declarations as amended herein and impresses them upon Heritage Green II.

IN WITNESS WHEREOF, DECLARANT has set its hand and seal to this instrument this 17th day of January, 2002.

Signed by Derek S. Turner, Manager Covell Road Properties, LLC

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
CARRIAGE PARK I AT COFFEE CREEK**

THE SAME BEING AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE I. M. IN OKLAHOMA COUNTY AND THE STATE OF OKLAHOMA.

This Declaration of Covenants, Conditions and Restrictions for Carriage Park I at Coffee Creek is made by Covell Road Properties, LLC, an Oklahoma limited liability company, pursuant to Section 19.1 of that certain Declaration of Covenants, Restrictions and Conditions for The Villages at Coffee Creek, including Prairie Village I at Coffee Creek and Prairie Village II at Coffee Creek (the "Villages Declarations") , which were recorded on October 8, 1998 in Book 7422 on Pages 70-160 of the public records of Oklahoma County in the State of Oklahoma.

WITNESSETH:

WHEREAS, Covell Road Properties, LLC, an Oklahoma limited liability company ("Declarant") , is the owner of the real property contained within and made a part of Carriage Park I at Coffee Creek ("Carriage Park I") which is a platted addition recorded in Book 61 of Plats, on Page 47 of the public records of Oklahoma County in the State of Oklahoma.

WHEREAS, pursuant to Section 9.1 of the Villages Declaration, Declarant has the authority to execute supplemental declarations and to impress the Villages Declarations upon additional properties.

WHEREAS, pursuant to Section 19.1 of the Villages Declarations, Declarant has the authority to file this Declaration.

NOW THEREFORE, Declarant does hereby adopt the Villages Declarations in their totality, except for any variances detailed hereafter, and impresses them against all real property contained within Carriage Park I with the intent that said Declarations, and all parts thereof shall touch, concern and run with the real property contained within Carriage Park I.

EXCEPT, Declarant hereby requires that all fencing in Carriage Park I shall be Wrought Iron or an imitation Wrought Iron approved by Declarant and shall not exceed four (4) feet in height.

EXCEPT, the minimum square footage requirement for any residence in Carriage Park I will be 2,300 square feet.

EXCEPT, a minimum 40 year roofing material of composite shingle (weathered wood or shadow gray in color) is required on any residence. Metal valleys and full guttering are also required.

EXCEPT, Declarant hereby requires that all residences constructed in Carriage Park I shall have side or rear entry garages, except in cases whereby a residence is constructed with garage capacity to accommodate three vehicles. In this case, a single car front entry garage in conjunction with a double car side or rear entry garage will be allowed in Carriage Park I.

FURTHERMORE, Declarant shall update the Design Guidelines for the Villages at Coffee Creek and include Carriage Park I in said document. Building setbacks and other requirements will be included in the Design Guidelines.

FURTHERMORE, the Owners of the Lots platted within Carriage Park I shall become members of The Villages at Coffee Creek Community Association, Inc., and shall enjoy all privileges and obligations appurtenant thereto in accordance with the Villages Declarations.

WHEREFORE, the undersigned, as Declarant, does hereby adopt the Villages Declarations as amended herein and impresses them upon Carriage Park I.

IN WITNESS WHEREOF, DECLARANT has set its hand and seal to this instrument this 27th day of February, 2003.

Signed by Derek S. Turner, Manager Covell Road Properties, LLC

**AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
CARRIAGE PARK I AT COFFEE CREEK**

THE SAME BEING AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE I. M. IN OKLAHOMA COUNTY AND THE STATE OF OKLAHOMA.

This amended Declaration of Covenants, Conditions and Restrictions for Carriage Park I at Coffee Creek is made by Covell Road Properties, LLC, an Oklahoma limited liability company, pursuant to Section 19.1 of that certain Declaration of Covenants, Restrictions and Conditions for The Villages at Coffee Creek, including Prairie Village I at Coffee Creek and Prairie Village II at Coffee Creek (the "Villages Declarations") , which were recorded on October 8, 1998 in Book 7422 on Pages 70 thru 160 of the public records of Oklahoma County in the State of Oklahoma.

WITNESSETH:

WHEREAS, Covell Road Properties, LLC, an Oklahoma limited liability company ("Declarant") , is the owner of the real property contained within and made a part of Carriage Park I at Coffee Creek ("Carriage Park I") which is a platted addition recorded in Book 61 of Plats on Page 47 of the public records of Oklahoma County in the State of Oklahoma;

AND WHEREAS, pursuant to Section 9.1 and Section 19.1 of the Villages Declarations, Declarant has the authority to execute supplemental declarations and to impress the Villages Declarations upon additional properties;

AND WHEREAS, on March 13, 2003, Declarant filed a Declaration of Covenants, Conditions and Restrictions for Carriage Park I which was recorded in Book 8769 on Pages 1018 and 1019 in the public records of Oklahoma County in the State of Oklahoma;

NOW THEREFORE, Declarant desires to amend said Declaration as detailed hereafter:

THEREFORE, Declarant requires that all fencing in Carriage Park I shall be Wrought Iron or an imitation Wrought Iron approved by Declarant and shall not Exceed four (4) feet in height, EXCEPT sight proof fencing will be allowed in lieu of wrought iron fencing ONLY on Lots Two, Three, Four, Five, Six, Seven and Eight in Block Two of Carriage Park I. Any sight proof fencing installed on the subject Lots MUST be constructed with dog eared cedar 1" x 6" slats and metal posts anchored in concrete. The cedar slats must be stained and weather proofed. The fence must be double sided and can be no more than five (5) feet in height.

THEREFORE, the minimum square footage requirement for any residence in Carriage Park will be 2,300 square feet. This requirement is unchanged.

THEREFORE, a minimum thirty (30) year roofing material of composite shingle (weathered wood or shadow gray in color) is required on any residence. Metal valleys and full guttering are also required. This requirement reduces the minimum roofing material from forty (40) year to thirty (30) year composition shingles.

THEREFORE, Declarant requires that all residences constructed in Carriage Park I shall have side or rear entry garages, except in cases whereby a residence is constructed with garage capacity to accommodate three vehicles. In this case, a single car front entry garage in conjunction with a double car side or rear entry garage will be allowed in Carriage Park I, EXCEPT front load garages will be allowed on Lots Thirteen (13) and Fourteen (14) in Block Two (2) in Carriage Park I.

WHEREFORE, the undersigned, as Declarant, does hereby adopt the Villages Declarations as amended herein and impresses them upon Carriage Park I.

IN WITNESS WHEREOF, DECLARANT has set its hand and seal to this instrument this 3rd day of April, 2003.

Signed by Derek S. Turner, Manager Covell Road Properties, LLC

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE VILLAS II-B AT COFFEE CREEK**

THE SAME BEING AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE I. M. IN OKLAHOMA COUNTY AND THE STATE OF OKLAHOMA.

This Declaration of Covenants, Conditions and Restrictions for the Villas II-B at Coffee Creek is made by Covell Road Properties, LLC, an Oklahoma limited liability company, pursuant to Section 19.1 of that certain Declaration of Covenants, Restrictions and Conditions for The Villages at Coffee Creek, including Prairie Village I at Coffee Creek and Prairie Village II at Coffee Creek (the "Villages Declarations"), which were recorded on October 8, 1998 in Book 7422 on Pages 70-160 of the public records of Oklahoma County in the State of Oklahoma.

WITNESSETH:

WHEREAS, Covell Road Properties, LLC, an Oklahoma limited liability company ("Declarant") , is the owner of the real property contained within and made a part of The Villas II-B at Coffee Creek ("Villas II-B") which is a platted addition recorded in Book 61 of Plats, on Page 41 of the public records of Oklahoma County in the State of Oklahoma; and

AND WHEREAS, the Villages Declarations were amended on October 12, 2000 and said amendment to the declarations was filed of record in Book 7939 on Page 1778-1779 in the land records of Oklahoma County in the State of Oklahoma; and

AND WHEREAS, pursuant to Section 9.1 of the Villages Declarations, Declarant has the authority to execute supplemental declarations and to impress the Villages Declarations upon additional properties; and

AND WHEREAS, pursuant to Section 19.1 of the Villages Declarations, Declarant has the authority to file this Declaration; and

NOW THEREFORE, Declarant does hereby adopt the Villages Declarations in their totality, and impresses them against all real property contained within The Villas II-B with the intent that the Villages Declarations and all parts thereof shall touch, concern and run with the real property contained within The Villas II-B.

WHEREFORE, the undersigned, as Declarant under the Villages Declarations, does hereby adopt the Villages Declarations as amended herein and impresses them upon The Villas II-B.

FURTHERMORE, the Owners of the Lots platted within The Villas II-B shall become members of The Villages at Coffee Creek Community Association, Inc., and shall enjoy all privileges and obligations appurtenant thereto in accordance with the Villages Declarations.

IN WITNESS WHEREOF, DECLARANT has set its hand and seal to this instrument this 1st day of April, 2003.

Signed by Derek S. Turner, Manager Covell Road Properties, LLC

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
STONEBROOK III AT COFFEE CREEK**

THE SAME BEING AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE I. M. IN OKLAHOMA COUNTY AND THE STATE OF OKLAHOMA.

This Declaration of Covenants, Conditions and Restrictions for Stonebrook III at Coffee Creek is made by Covell Road Properties, LLC, an Oklahoma limited liability Company, pursuant to Section 19.1 of that certain Declaration of Covenants, Restrictions and Conditions for The Villages at Coffee Creek, including Prairie Village I at Coffee Creek and Prairie Village II at Coffee Creek (the "Villages Declarations") , which were recorded on October 8, 1998 in Book 7422 on Pages 70-160 of the public records of Oklahoma County in the State of Oklahoma.

WITNESSETH:

WHEREAS, Covell Road Properties, LLC, an Oklahoma limited liability company ("Declarant") , is the owner of the real property contained within and made a part of Stonebrook III at Coffee Creek ("Stonebrook III") which is a platted addition recorded in Book 62 of Plats, on Page 91 of the public records of Oklahoma County in the State of Oklahoma; and

WHEREAS, pursuant to Section 9.1 of the Villages Declarations, Declarant has the authority to execute supplemental declarations and to impress the Villages Declarations upon additional properties; and

WHEREAS, pursuant to Section 19.1 of the Villages Declarations, Declarant has the authority to file this Declaration; and

NOW THEREFORE, Declarant does hereby adopt the Villages Declarations in their totality and impresses them against all real property contained within Stonebrook III with the intent the Villages Declarations and all parts thereof shall touch, concern and run with the real property contained within Stonebrook III.

WHEREFORE, the undersigned, as Declarant under the Villages Declarations, does hereby adopt the Villages Declarations as amended herein and impresses them upon Stonebrook III.

FURTHERMORE, the Owners of the Lots platted within Stonebrook III shall become members of The Villages at Coffee Creek Community Association, Inc., and shall enjoy all privileges and obligations appurtenant thereto in accordance with the Villages Declarations.

IN WITNESS WHEREOF, DECLARANTS have set their hand and seal to this instrument this 21st day of October, 2003.

Signed by Derek S. Turner, Manager Covell Road Properties, LLC

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
CARRIAGE PARK II AT COFFEE CREEK**

THE SAME BEING AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE I. M. IN OKLAHOMA COUNTY AND THE STATE OF OKLAHOMA.

This amended Declaration of Covenants, Conditions and Restrictions for Carriage Park II at Coffee Creek is made by Covell Road Properties, LLC, an Oklahoma limited liability company, pursuant to Section 19.1 of that certain Declaration of Covenants, Restrictions and Conditions for The Villages at Coffee Creek, including Prairie Village I at Coffee Creek and Prairie Village II at Coffee Creek (the "Villages Declarations") , which were recorded on October 8, 1998 in Book 7422 on Pages 70 thru 160 of the public records of Oklahoma County in the State of Oklahoma.

WITNESSETH:

WHEREAS, Covell Road Properties, LLC, an Oklahoma limited liability company ("Declarant") , is the owner of the real property contained within and made a part of Carriage Park II at Coffee Creek ("Carriage Park II") which is a platted addition recorded in Book 62 of Plats on Page 37 of the public records of Oklahoma County in the State of Oklahoma;

AND WHEREAS, pursuant to Section 9.1 and Section 19.1 of the Villages Declarations, Declarant has the authority to execute supplemental declarations and to impress the Villages Declarations upon additional properties;

NOW THEREFORE, Declarant does hereby adopt the Villages Declarations in their totality, except for any variances detailed hereafter, and impresses them against all real property contained within Carriage Park II with the intent that said Declarations and all parts thereof shall touch, concern and run with the real property contained within Carriage Park II.

EXCEPT, Declarant requires all fencing in Carriage Park II to be Wrought Iron or imitation Wrought Iron (open fencing) approved by Declarant and shall not exceed four (4) feet in height, except sight proof fencing will be allowed in lieu of wrought iron fencing ONLY on Lots Seven thru Thirteen in Block Four and Lots One thru Eight in Block Five. Any sight proof fencing installed on the subject lots MUST be constructed with dog eared cedar 1" x 6" slats and metal posts anchored in concrete. The cedar slats must be stained and weather proofed. The fence must be double sided and can be no more than five (5) feet in height. All lot lines bordering Common Areas must have open fencing.

EXCEPT, the minimum square footage requirement for residence in Carriage Park II will be 2,300 square feet in Blocks (3), Four (4), Five (5) and Six (6). Minimum square footage requirements in Blocks Seven (7) and Eight (8) will be 2,800 square feet.

EXCEPT, a minimum thirty (30) year roofing material of composite shingle (weathered wood in color) is required on any residence. Metal valleys and full guttering are required. A minimum pitch of 9/12 is required.

EXCEPT, Declarant requires all residences have side or rear entry garages, except in cases whereby a residence is constructed with garage capacity to accommodate three vehicles. In this case, a single car front entry garage in conjunction with a double car side or rear entry garage will be allowed, except front load garages will be allowed on Lots Two (2) and Three (3) in Block Three (3). With all three (3) car front load garages, the driveway must be tapered to the width of a two car garage at the street.

WHEREFORE, the undersigned, as Declarant, does hereby adopt the Villages Declarations as amended herein and impressed them upon Carriage Park II.

IN WITNESS WHEREOF, DECLARANT has set its hand and seal to this instrument this 26th day of May, 2004.

Signed by Derek S. Turner, Manager Covell Road Properties, LLC

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
ASH GROVE AT COFFEE CREEK**

THE SAME BEING AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE I.M. IN OKLAHOMA COUNTY AND THE STATE OF OKLAHOMA.

This amended Declaration of Covenants, Conditions and Restrictions for Ash Grove at Coffee Creek is made by Covell Road Properties, LLC, an Oklahoma limited liability company, pursuant to Section 19.1 of that certain Declaration of Covenants, Restrictions and Conditions for The Villages at Coffee Creek, including Prairie Village I at Coffee Creek and Prairie Village II at Coffee Creek (the "Villages Declarations") , which were recorded on October 8, 1998 in Book 7422 on Pages 70 thru 160 of the public records of Oklahoma County in the State of Oklahoma.

WITNESSETH:

WHEREAS, Covell Road Properties, LLC, an Oklahoma limited liability company ("Declarant") , is the owner of the real property contained within and made a part of Ash Grove at Coffee Creek (" Ash Grove") which is a platted addition recorded in Book 62 of Plats on Page 28 of the public records of Oklahoma County in the State of Oklahoma;

AND WHEREAS, pursuant to Section 9.1 and Section 19.1 of the Villages Declarations, Declarant has the authority to execute supplemental declarations and to impress the Villages Declarations upon additional properties;

NOW THEREFORE, Declarant does hereby adopt the Villages Declarations in their totality, except for any variances detailed hereafter, and impresses them against all real property contained within Ash Grove with the intent that said Declarations and all parts thereof shall touch, concern and run with the real property contained within Ash Grove.

EXCEPT, Cedar Split Rail fencing is required on every lot in Block One (1). The Split Rail fencing may have green vinyl covered wire mesh on the fence only. ALL fencing along streets, greenbelt, or common areas must be Cedar Split Rail. Sight proof fencing is allowed on lots in Block Two (2) provided the fence is constructed with cedar wood and is no more than 5 feet tall. Metal posts are allowed and the sight proof fence may be single sided.

EXCEPT, the minimum square footage requirement for residences constructed in Ash Grove will be 1,800 square feet.

EXCEPT, a minimum thirty (30) year roofing material of composite shingle (weathered wood in color) is required on any residence. Metal valleys and front guttering IS required. A minimum pitch of 8/12 is required.

EXCEPT, Declarant requires side load garages on Lots 1, 4, 5, 8, 10, 11, 30 and 33 in Block One and Lots 9, 10, 11, 13, 17, 22, 23, 24, 29, 30 and 33 in Block Two. With any three car front load garages, the driveway must be tapered to the width of a two car garage at the street.

EXCEPT, Declarant requires all new residences in Ash Grove to meet the following landscaping requirements: 1) Seventy-five gallons of shrubs are required; 2) Three and Five gallon shrubs are required to meet the 75 gallon requirement; 3) irrigation is required in the front yard; and 4) One ornamental or evergreen tree with a minimum three inch diameter trunk is required.

WHEREFORE, the undersigned, as Declarant, does hereby adopt the Villages Declarations as amended herein and impresses them upon Ash Grove.

IN WITNESS WHEREOF, DECLARANT has set its hand and seal to this instrument this 26th day of May, 2004.

Signed by Derek S. Turner, Manager Covell Road Properties, LLC