

**DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
FOR
WHITE FENCES SECTION I
AN UNPLATTED ADDITION TO OKLAHOMA COUNTY, STATE OF OKLAHOMA.
(SEE EXHIBIT "A" FOR LEGAL DESCRIPTION OF SUBJECT PROPERTY)**

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WHITE FENCES, AN UNPLATTED ADDITION TO OKLAHOMA COUNTY, STATE OF OKLAHOMA ("these Declarations"), are made as of this 1st day of June, 2002, by Turner and Company, Inc. ("Declarant"), an Oklahoma corporation existing under the laws of the State of Oklahoma.

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain real property located within Oklahoma County, State of Oklahoma, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference;

AND WHEREAS, it is the purpose of this Declaration to cause said real property to be surveyed and platted in stages under the name "White Fences" as a residential subdivision to Oklahoma County, State of Oklahoma and to create and include as part thereof permanent open areas at the entrance thereof and throughout the area with improvements, landscaping, fencing and signage erected or to be erected thereon, and other common facilities for the benefit of this particular community;

AND WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and the upkeep, maintenance, improvement and administration of the community and its open areas, and all improvements now existing or hereafter erected thereon and to establish a corporate entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereafter created;

AND WHEREAS, there will be incorporated under the laws of the State of Oklahoma, as a non profit corporation, an entity to be known as White Fences Association, Incorporated, for the purpose of exercising the aforementioned functions;

NOW THEREFORE, Declarant hereby declares that the real property described in Article III hereof is and shall be held, sold, conveyed and occupied subject to the conditions, covenants, restrictions, dedications, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants and restrictions shall run with and touch and concern the real property, and shall be binding on all parties having or acquiring any right, title or interest to or in any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

The following words, when used in these Declarations or any Supplemental Declaration or Special Amendment (unless the context shall so prohibit), shall have the following meanings:

A. "Association" shall mean and refer to White Fences Association, Inc., a non profit corporation to be incorporated under the laws of the State of Oklahoma, its successors and assigns.

B. "Common Area by Easement" shall mean all real property, whether improved or unimproved, owned, leased, or granted by easement and controlled by the Association for the common use and enjoyment of the Members of the Association. The Common Area by Easement granted to the Association prior to the conveyance of the first Lot during this initial stage of development is shown on the plat attached hereto as Exhibit "B" and incorporated herein by reference. It is further described on Exhibit "C".

C. "Community Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing at White Fences. 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

D. "Declarant" shall refer to Turner and Company, Inc., an Oklahoma Corporation, its successors or assigns.

E. "Design Guidelines" shall refer to the 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.

F. "Fences" shall mean the following where the context so indicates:

(1) "Adjoining Fences" shall refer to two or more separate fences, which adjoin and are exposed to public view.

(2) "Common Area by Easement Fences" shall refer to any fence on a Lot, which is adjacent to, abuts, or borders any Common Area by Easement.

(3) "Association Fences" shall refer to any fence erected or placed on any Common Area by Easement or along other easements.

G. "Frontage" or "Fronts" shall mean the direction the major elevation of the house or structure erected on a Lot shall face.

H. "Lot" shall mean and refer to any platted and numbered single-family residential lot shown upon any recorded plat depicting the Subdivision, with the exception of the Common Areas.

I. "Member" shall mean and refer to every Person who holds membership in the Association as more fully set forth in Articles IV and VI of these Declarations.

J. "Owner" shall mean and refer to the record owner, whether one or more Persons, of a Lot which is or may become a part of the Subdivision, or may be annexed to form a part of the White Fences subdivision (as more fully provided in Section 2 of Article II of these declarations), including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

K. "Person" shall mean an individual, corporation, partnership, association, Limited Liability Company, trust or other legal entity, or any combination thereof.

L. "Private Roadway Easement" shall mean all property, whether improved or unimproved, owned, leased or granted by easement and controlled by the Association for use as the streets of White Fences. The Private Roadway Easement granted to the Association prior to the conveyance of the first Lot during this initial stage of development is attached in Exhibit "C".

M. "Property" shall mean and refer to that certain real property described in Article III hereof, and such additions thereto and other real property within the Subdivision as hereinafter defined as may hereafter be annexed thereto and/or brought within the jurisdiction of and subject to assessment by the Association.

N. "Residential Dwelling" shall mean a portion of the Properties, whether improved or unimproved, which may be independently owned and is intended for use and occupancy as a detached residence for a single family. The term shall refer to the land, if any, which is part of the Residential Dwelling 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 Area By Easements or property dedicated to the public.

O. "Reviewer" shall mean the body authorized to exercise architectural review.

P. "Street" shall mean any street, lane, drive, court, circle, road, place, manor or terrace.

Q. "Subdivision" shall mean all or any part of the Property described in Exhibit "A" attached hereto and incorporated herein by reference and all additional adjoining and non-adjoining property that Declarant may cause to be added to the White Fences subdivision through reference of or incorporation by these Declarations.

ARTICLE II - STAGED DEVELOPMENT

Section 1: Initial development. Although this initial Declaration restricts only the Property, Declarant, without the consent of the Association, may develop additional phases of White Fences within or without the Subdivision, which may be annexed to the Property, and which future annexation will provide for the addition of Owners in such other areas as Members of the Association and of additional Common Area by Easement to be owned or controlled by the Association. During its existence, the Association will include, as Members, every Owner within the Subdivision. Each additional phase shall be governed by its own use restrictions and covenants, which shall be filed of record with the records of Oklahoma County, State of Oklahoma, at the time of development by Declarant.

Each Member of the Association will be subject to its Articles of Incorporation, By laws, rules and regulations as from time to time are established and/or amended. The Common Area by Easement granted to the Association is indicated on the attached plat (Exhibit "B") and could ultimately include other lands within the Subdivision which are not included on said plat.

Section 2: Additional Development: Should Declarant develop additional lands, such additional lands may be annexed by Declarant to the Property and made a part of the White Fences subdivision without the consent of the Members.

ARTICLE III - PROPERTY SUBJECT TO THIS DECLARATION

The real property which is subject to these Declarations is located in Oklahoma County, State of Oklahoma, and is more particularly described on Exhibit "A".

ARTICLE IV - MEMBERSHIP IN THE ASSOCIATION

Every Person who is a record Owner of a fee or undivided interest in any Lot shall be a Member of the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of Lot shall be the sole qualification for membership in the Association.

ARTICLE V DUTIES OF ASSOCIATION AND OWNERSHIP, USE AND MANAGEMENT OF EASEMENTS

Section 1: Association's Duties. The Association shall maintain:

A. All portions of and structures situated upon the Common Area by Easement and the Private Roadway Easement.

B. Landscaping within public rights-of-way within or abutting the Property as well as Common Area by Easement controlled by the Association.

C. Such portions of any additional property included within the Property as may be dictated by this Declaration, any subsequent declaration, or any contract or agreement for maintenance thereof entered into by the Association.

D. All ponds, streams and/or wetlands located within the Property which serve as part of the storm water drainage system and/or Common Area by Easements for the Property, including improvements and equipment installed therein or used in connection therewith.

E. 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.

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.

Section 2: Association's power to limit rights of enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area by Easement and the Private Roadway Easement and such easements shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to limit the number of guests of Members and to set and regulate the conditions under which Common Area by Easement may be used by Members and/or their guests, subject to the terms and provisions hereof.

B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area by Easement.

C. The right of the Association, in accordance with its Articles of Incorporation and By laws, and with the assent of three-fourths (3/4) of each class of Members, to borrow moneys for the purpose of improving the Common Area by Easement and the facilities and improvements thereon.

D. The right of the Association to suspend the voting rights and right to use of the Common Area by Easement by a Member for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of the Association's published rules and regulations.

E. The right of the Association to dedicate or transfer all or any part of the Common Area by Easement to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association, provided however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer and signed by a majority of each class of Members is filed of record in the office of the County Clerk for Oklahoma County.

F. The right of the Association to enforce these Declarations and to enact and enforce rules and regulations concerning the use of the Common Area by Easement. The power of enforcement set forth in this Paragraph F shall include the power of the Association to impose monetary fines (including daily assessment fines) upon Members for violations of said rules or of these Declarations provided, however, that said fines shall not be enforced ex-post facto and provided further that the Member against whom such fine or fines are assessed shall be given an opportunity for a hearing before the Association's Board of Directors to present evidence against a finding of violation by the Board of Directors. Such fines may be assessed, as foreclosable liens against the Lot owned by the fined Owner.

Section 3: Delegation of right to enjoyment. Any Member may delegate in accordance with the Association's By laws his or her right of enjoyment to the Common Area by Easement and facilities to the members of his or her family who reside on his or her Lot, or to his or her tenants or contract purchasers who reside on his or her Lot, subject to such rules, regulations and limitations as the Association may from time to time establish.

Section 4: Covenant to deed. Declarant hereby covenants for itself, its successors and assigns that it will convey a Common Area by Easement, a Private Roadway Easement and a Private Drainage Easement as shown on the plat attached hereto as Exhibit "B" and incorporated herein by reference, to the Association. The legal descriptions of the Common Area by Easement, the Private Roadway Easement and the Private Drainage Easement are attached as Exhibit "C".

Section 5: Control of Common Area by Easement. The Association shall control, maintain, manage and improve the Common Area by Easement and the Private Roadway Easement as provided in these Declarations and in its Articles of Incorporation and By laws.

Section 6: Rights subject to regulations. Any other provision hereof to the contrary notwithstanding, all Members of the Association, regardless of class, shall have and possess the right to use and enjoy all of the Common Area by Easement and all facilities and improvements thereon owned by the Association, which right may not be denied to any Member of any class without consent of the Members of each class provided, however, that the Board of Directors of the Association may from time to time establish rules and regulations governing the use of the Association's Common Area by Easement by Members of all classes and their guests; provided, that such rules and regulations as from time to time adopted shall be uniform as to all Members regardless of class.

ARTICLE VI - CLASSES OF MEMBERS AND VOTING RIGHTS

The Association shall have two (2) classes of voting membership as follows:

Section 1: Class A Membership. Class "A" Members shall be all Owners of Lots with the exception of Declarant. Each Class A Member shall be entitled to one vote for each Lot in which he or she holds the interest required for membership by Article IV of these Declarations. When more than one Person holds such interest in any one Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. Unless otherwise specifically and explicitly transferred by way of a recorded conveyance, a Class A Member does not acquire rights that are exclusive to a Class B Member by virtue of receiving a deed from a Class B Member or its successors or assigns.

Section 2: Class B Membership. The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article IV of these declarations. The Class B membership shall cease and be converted to Class A membership upon the happening of any of the following events, whichever first occurs:

- A. Upon the conveyance by Declarant of all Lots within the Subdivision, or if lands adjoining the Subdivision are made a part of the White Fences subdivision by Declarant, and such lands are incorporated by reference to these Declarations, then upon the conveyance by Declarant of all Lots within the Subdivision and said adjoining lands; or
- B. On January 1, 2012 or
- C. If in its sole discretion Declarant so determines.

ARTICLE VII - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Duty of Owners to Association. All Members of the Association, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments and charges; and (2) special assessments for capital improvements or repairs, to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection (including attorneys' fees) thereof, as hereinafter provided, shall be a charge on the land and may be evidenced by a continuing lien in favor of the Association upon each Lot against which each such assessment is made, and shall be superior to any homestead right or other exemption provided by law, which lien may be enforced by the Association and may be foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with or without power of sale. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. The personal obligations and encumbrances contained in this Article VII of these Declarations shall touch and concern the land and shall pass to every Owner's successors in title.

Section 2: Purpose of assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and community of the Members, and for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area by Easement, including, but not limited to, the maintenance of insurance thereon, repairs, replacements and additions thereto, ad valorem and other property taxes and assessments

levied thereon, for the cost of labor, equipment, materials, management and supervision thereof, and utility services for the Common Area by Easement.

Section 3: Maximum annual assessments. Until January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment that may be imposed on a Class A Member shall be \$1,000 and the maximum assessment that may be imposed on a Class B Member shall be \$1,000 per Lot. Owners which are home builders will have the same voting rights per Lot as Class A members and the same assessments per Lot as the Class B member

Section 4: Progressively increased assessments. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment imposed on Class A Members may be increased by the Association's Board of Directors effective January 1 of each year without a vote of the membership in conjunction with the rise, if any, of the Consumer Price Index (as announced by the United States Department of Labor) for the preceding calendar year.

Section 5: Maximum increase assessments. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment imposed upon the Members may be increased in a percentage greater than that established by the Consumer Price Index for the previous year, by a vote of the general membership of the Association for the next succeeding year provided that any such charge shall have the assent of three-fourths (3/4) of the Members pursuant to votes cast in person or by proxy, at a meeting called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting out the purpose of the meeting.

Section 6: Special assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year, as to all Members, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area by Easement, including the fixtures and personal property related thereto; provided that any such assessment shall have the consent of at least one half (1/2) of the Members pursuant to votes cast in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; provided further, that the maximum amount of any special assessment which may be assessed against any Member in any assessment year shall not exceed an amount equal to three times the annual dues assessed against said Members for the same year.

Section 7: Uniformity of assessments. Both annual and special assessments must be fixed at a uniform rate for each Member of a given class and may be collected on an annual basis.

Section 8: Meetings of membership. At any meeting of the Members of the Association, the presence at the meeting of Members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum; provided; however, that if the required quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members as required herein for transaction to be considered, at an adjourned meeting, and at the adjourned meeting one half (1/2) of the required quorum at the preceding meeting shall constitute a quorum. No subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 9: Commencement of assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance by Declarant of the easement for the Common Area by Easement to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association's Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

Written notice of the annual assessment shall be sent to every Owner subject thereto. Within ten (10) days after a single family home is initially occupied by any Person, whether by lease or otherwise, the Owners thereof shall furnish written notice of commencement of such occupancy to the Association. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Board of Directors shall establish the due dates, which in no event shall be more than sixty (60) days after the obligation to pay an assessment accrues. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been

paid. The Board of the issuance of these certificates may make a reasonable charge. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Section 10: Delinquent assessments. Assessments not paid when due shall be delinquent. If any assessment is not paid within sixty (60) days after its due date, the assessment shall bear interest from its due date at an annual rate of one and one half percent (1 1/2%) per month plus a late fee of \$50 and the Association may bring an action at law against the Owner personally obligated to pay the same, and/or file and foreclose a lien against the property as provided by the laws of the State of Oklahoma for the foreclosure of a mortgages or deeds of trust, with or without power of sale; and interest costs and reasonable attorneys' fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Area by Easement or abandonment of his or her Lot.

Section 11: Lien to secure assessments: The lien of the assessments provided for herein shall take priority over any lien or other security interest created by a real estate mortgage or materialmens' or mechanics' lien covering any Lot that is filed of record in the land records of Oklahoma County, State of Oklahoma subsequent to the filing of these Declarations. Sale or transfer of any Lot shall not affect the assessment or enforceability of any lien created by virtue of these Declarations.

Section 12: Notification of ownership. Any Person upon becoming an Owner shall, within ten (10) days from the recording of a deed reflecting such Person as Owner, give written notice to the Association that such Person has become an Owner.

ARTICLE VIII - USES OF LAND

Section 1: Residential use limits. All Lots within the Property may be used for single-family residence purposes only. No store or business, no gas or automobile service station, and no flat, duplex, condominium or apartment house, though intended for residence purposes, shall be erected or maintained on a Lot within the Property. Notwithstanding anything in the foregoing to the contrary, Declarant and its employees, representatives, agents and authorized builders, may maintain on any Lot, a business and sales office, model home or show Residential Dwellings (including a business and sales office within a model home or show Residential Dwelling), and other sales facilities necessary or required until all of the Lots are sold by Declarant. Provided further that nothing contained in this Article VIII shall prohibit Declarant from platting, developing, constructing, or assigning the right to plat, develop, operate or construct religious, commercial or multi-family properties within the Subdivision but outside the Property.

Section 2: Areas limited for common use. Common Area by Easements shown on Exhibit "B" and further described on Exhibit "C" shall be used for the enjoyment of all residents.

Section 3: Offensive activities. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood. Provided, however, that operation of model homes or business and sales offices by Declarant or its employees, representatives, agents and authorized builders shall not be deemed to constitute a nuisance or annoyance.

Section 4: Livestock. No more than three (3) horses may be kept on building lots except one foal will be permitted in addition to the three (3) horses for a period of one year from birth. No horses will be allowed to be kept on Lots 20, 23 and 24. No other livestock will be permitted except for domestic animals. Domestic animals will be limited to no more than four (4) per building lot. Commercial breeding of horses or domestic animals will not be permitted. Horses will be permitted only on privately owned lots and in the Common Area by Easement. Horses will not be allowed on the street or on unoccupied property. Horses will only be allowed in the Common Area by Easement when accompanied by a rider.

ARTICLE IX - ARCHITECTURE AND LANDSCAPING

Section 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. In addition to the construction of dwellings and other buildings, it is specifically intended that placement or posting of other structures (e.g., Accessory buildings, fences, signs, basketball goals, and artificial vegetation) on the exterior of any Residential Dwelling or other portion of the Properties shall be regulated by this Declaration and the Design Guidelines and require the approval of the appropriate Reviewer.

Modifications to the interior of screened porches, patios, and similar portions of a Residential Dwelling visible from outside the structures on the Residential Dwelling 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 or to improvements to the Common Area by Easement or on behalf of the Association.

Section 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 White Fences 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 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 White Fences and or any real property adjacent to White Fences, 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 five, 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.

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.

Section 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, 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 Lot 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. 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.

Section 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.

Section 5: Variances. The Reviewer may authorize variances in writing from its guidelines and procedures but only: (i) in accordance with duly adopted Rules and Regulations, (ii) when unique circumstances dictate, such as unusual topography, natural obstructions, hardship or aesthetic or environmental considerations, and (iii) 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.

Section 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 Residential Dwelling. In all matters, the ARC and its members shall be defended and indemnified by the Association as provided in the By-Laws.

Section 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 Residential Dwelling, 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, shall be authorized to exercise any enforcement rights which could have been exercised by the Association.

ARTICLE X - MAINTENANCE AND REPAIR

Section 1: Level of Maintenance Required. White Fences 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.

Section 2: Owner's Responsibility. Each Owner shall maintain his or her Residential Dwelling 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 pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Residential Dwelling. Owners shall be responsible to maintain the sidewalks and landscaping in the public right of way located on the front of the Residential Dwelling. Owners shall maintain all landscaping installed on the Residential Dwelling.

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 the Owner all costs incurred. 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.

Section 3: White Fences Responsibility. By Supplemental Declaration or upon Board resolution, Owners of Residential Dwellings within White Fences shall be responsible for paying, through Association Assessments the costs of operating, maintaining, and insuring certain portions of the Common Area by Easement within White Fences. This may include, without limitation, costs of maintaining any signage, entry features, right-of-way, and open space between the Residential Dwellings within White Fences and adjacent public roads and private streets within White Fences, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association.

The Association may, but shall not be obligated to, assume maintenance responsibility for property within White Fences, in addition to any property which the Association is obligated to maintain by this Declaration or any Supplemental Declaration, either by agreement with the White Fences 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 Assessment against Residential Dwellings within White Fences to which the services are provided.

ARTICLE XI - EASEMENTS

Declarant reserves the right to locate, construct, erect, and maintain, or cause to be located, constructed, erected and maintained in the areas indicated on any plat of an area within the Subdivision as easements, sewer and other pipeline conduits, poles and wires, and any other method of conducting or performing any quasi-public utility function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

The Owner of any Lot abutting a Common Area by Easement, in order to avail himself or herself of utilities, enter and/or cross the Common Area by Easement, shall have an easement to do so provided that said Owner shall use the most direct feasible route in entering upon and crossing said Common Area by Easement, and shall restore the Common Area by Easement so entered and/or crossed to its original condition, at the sole expense of the Owner.

Common Area by Easement will be for the enjoyment of all the residents in White Fences and will be used solely for recreation purposes for Association members and their guests. The Common Area by Easement will be managed and controlled by the Association. Land owners will not use these areas for construction or storage of personal possessions. Common Area by Easement will be available for pedestrians and for horseback riding. No motorized vehicles except mowing equipment authorized by the Association. will be permitted upon Common Area by Easement. Common Area by Easement will be mowed when considered appropriate by the Association. Additional improvements and landscaping will be at the determination of the Association.

ARTICLE XII - REARRANGING, RE SUBDIVIDING OR RE PLATTING

No rearranging, re subdividing or re platting of any portion or all of the Property may be done without the prior written consent of Declarant.

**ARTICLE XIII - ACKNOWLEDGEMENT OF SECURITY GATE
AND CONTROLLED ACCESS - RELEASE OF LIABILITY.**

The Owner of each Lot, on their own behalf, and on behalf of their families, guests, tenants, invitees, successors and assignees, does hereby acknowledge the Developer and/or the Association will install and maintain security gates controlling access to White Fences by Owners and by the public and that said security gates might effect and/or delay or prevent the timely response of police, ambulance, fire and other emergency personnel and services to locations within Oklahoma City. In consideration of the privacy and security afforded by the security gates, each Owner, for himself, his family, guests, lessees, invitees, heirs, successors and assigns, covenants and agrees, concurrent with acquisition of an equitable or legal interest in a Lot, to release and hold harmless the Developer, the Association and the individual Owners from any and all injuries, claims, causes of action, liabilities or other losses incurred by such Owner, his family, guests, tenants or invitees, arising from or associated with the security gates and/or the proper functioning of the security gates. In addition, it is the intent of the Developer that the gates will not be manned.

**ARTICLE XIV
ACKNOWLEDGEMENT OF COMMON AREA BY EASEMENT - RELEASE OF LIABILITY**

The Owner of each Lot, on their own behalf, and on behalf of their families, guests, tenants, invitees, successors and assignees, does hereby acknowledge the Developer shall grant certain street and use easements to the Association and that such easement(s) will provide the members of the Association with the right to use the areas affected by said easements. The Owner of each Lot acknowledges that a portion of said easement(s) will affect the Owner's Lot. In consideration of the enjoyment and convenience provided by said street and use easement(s), each Owner, for himself, his family, guests, lessees, invitees, heirs successors and assigns, covenants and agrees, concurrent with the acquisition of an equitable or legal interest in a Lot, to release and hold harmless the Developer, the Association and the individual Owners from any and all injuries, claims, causes of action, liabilities or other losses incurred by such Owner, his family, guests, tenants or invitees, arising from or associated with the use of the areas designated as streets and/or use easements.

ARTICLE XV - RIGHT TO ENFORCE

The restrictions contained in these Declarations shall run with the land, touch and concern the land, and bind the Owners, their successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the Owners of the Lots, their successors and assigns, and with each of them, to conform to and to observe and follow these Declarations. The Association, or any Owner, shall have the right to sue for and obtain an injunction, or for prohibitive or mandatory relief, to prevent the breach of these Declarations or to enforce the restrictions contained in these Declarations, or to seek damages for the violation of the restrictions contained in these Declarations. Failure or refusal by the Association to act to correct, prevent or seek compensation for any violation of the restrictions contained in these Declarations shall in no event be deemed a waiver of the right to do so thereafter, irrespective of the number of violations. No cause of action shall accrue against the Association or against Declarant or its agents in the event of the invalidity of any provision of these Declarations, or for failure or refusal of the Association or Declarant to enforce a provision hereof. This Article XIV of these Declarations may be pleaded and shall stand as a full bar to the maintenance of any litigation brought against Declarant or the Association for the failure or invalidity of any provision of these Declarations, or for failure or refusal of the Association or Declarant to enforce a provision hereof.

ARTICLE XVI - RIGHT TO ASSIGN

Declarant may assign or convey to any Person any or all of the rights, powers, reservations, easements, exemptions and privileges reserved to Declarant in these Declarations, and upon the making of such assignment or conveyance, Declarant's assigns or grantees may, at their option, exercise, enforce, transfer or assign all or any such rights, reservations, easements and privileges, at any time or times in the same way and manner that Declarant may under this Article XV.

ARTICLE XVII - JUDGMENT CONCLUSIVE

Until such time as the Class "B" membership expires, all decisions made by Declarant under the authority conveyed or reserved to it by these Declarations shall in all cases be final and conclusive, and its judgment and determination thereof shall be final and binding on all Owners.

ARTICLE XIII - DURATION

Except where otherwise provided for in these Declarations, all of the restrictions set forth herein shall continue and be binding upon Declarant and all Owners, and upon their successors, assigns and grantees, for a period of twenty one (21) years from the date of this instrument, and shall automatically be extended thereafter for successive periods of ten (10) years. So long as the Class B membership remains in existence, a vote of nine-tenths (9/10) of the entire membership shall be required to amend or vacate these Declarations. After the termination of the Class B membership, the Owners of three fourths (3/4) of the Lots may by a written instrument signed by all of such Persons, vacate, amend or modify all or any part of these Declarations. Any such amendment must be filed of record in the land records of Oklahoma County, State of Oklahoma to be effective.

ARTICLE XIX - SEVERABILITY

Invalidation of any provision of these Declarations by a court, tribunal or federal or state municipal authority shall in no way affect or invalidate any other provision of these Declarations, all of which shall remain in full force and effect.

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

IN WITNESS WHEREOF, DECLARANT has set its hand and seal this 1st day of June, 2002.

Signed by Adrienne Turner, Vice President Turner and Company, Inc.

(metes and bounds legal description purposely omitted)

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
WHITE FENCES II**

THE SAME BEING AN UNPLATTED ADDITION TO OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 13 NORTH, RANGE 2 WEST OF THE I. M. IN OKLAHOMA COUNTY AND THE STATE OF OKLAHOMA.

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WHITE FENCES II, AN UNPLATTED ADDITION TO OKLAHOMA COUNTY, STATE OF OKLAHOMA ("these Declarations"), is made this 1st day of November, 2003, by Turner and Company, Inc. ("Declarant"), an Oklahoma corporation existing under the laws of the State of Oklahoma, pursuant to Article II of that certain Declaration of Covenants, Restrictions and Conditions for White Fences ("White Fences Declarations") which were recorded on June 14, 2002 in Book 8467 on Pages 1337 through 1370 of the public records of Oklahoma County in the State of Oklahoma.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located within Oklahoma County, State of Oklahoma, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference;

AND WHEREAS, pursuant to Article II of the White Fences Declarations, Declarant has the authority to execute supplemental declarations and to impress the White Fences Declarations upon additional properties;

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

FURTHERMORE, the Owners of the Lots platted within White Fences II shall become members of The White Fences Association, Inc. and shall enjoy all privileges and obligations appurtenant thereto in accordance with the White Fences Declarations.

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

Signed by Derek S. Turner, President Turner and Company, Inc.

(metes and bounds legal description purposely omitted)

NOTE TO READER – THIS DOCUMENT HAS BEEN RETYPED FROM THE RECORDED COPIES 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.