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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

REGENCY POINTE SEC. 1, OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR REGENCY POINTE SEC. 1, OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA is made on the date hereafter set forth by ERC LAND DEVELOPMENT GROUP, LLC, an Arkansas limited liability company. Words bearing initial capital letters shall have the meanings ascribed to them in Article I.

WITNESSETH:

WHEREAS, Declarant is the owner of the Property described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant desires to establish and preserve a general and uniform plan for the improvement, development, sale and use of the Property for the benefit of the present and future Owners of the Lots;

NOW, THEREFORE, Declarant does hereby declare that the Property shall be held, transferred, sold, conveyed, occupied and enjoyed subject to this Declaration.

ARTICLE 1

Concepts and Definitions

As used in this Declaration, the terms set forth below shall have the following meanings:

A. **ANNUAL MAINTENANCE CHARGE** - The annual assessment made and levied by the Association against each Owner and such Owner's Lot in accordance with the provisions of this Declaration.

B. **APPOINTED BOARD** - The Board of Directors of the Association appointed by Declarant pursuant to the provisions of Section 4.1 of this Declaration.

C. **ARCHITECTURAL GUIDELINES** - The guidelines promulgated by the Architectural Review Committee, as the same may be amended from time to time, which set forth the minimum acceptable standards to be complied with to preserve the overall architectural and aesthetic appearance, the natural setting and beauty of the Subdivision, to establish and preserve a harmonious design for the Subdivision and to protect and promote the monetary value of the Subdivision.

D. **ARCHITECTURAL REVIEW COMMITTEE** - The Architectural Review Committee established and empowered in accordance with Article III of this Declaration.

- E. **ARTICLES OF INCORPORATION** - The Articles of Incorporation of the Association.
- F. **ASSOCIATION** - Regency Pointe Property Owners' Association, Inc., an Oklahoma non-profit corporation, its successors and assigns.
- G. **ASSOCIATION AND RELATED PARTIES** - The Association, the Association's directors, officers, managers, employees, agents and attorneys and the Declarant, the Declarant's managers, employees, agents and attorneys.
- H. **BOARD or BOARD OF DIRECTORS** - The Board of Directors of the Association, whether the Appointed Board, the First Elected Board or any subsequent Board.
- I. **BUILDER(S)** - Builders approved by the Declarant who purchase Lots in bulk (multiple) fashion for the purpose of building Residential Dwellings which will be sold to the general public. Builders shall not be responsible for Annual Maintenance Charges on a Lot until the earlier of the date of issuance of a Certificate of Occupancy by the City of Oklahoma City for such Lot or the second (2nd) anniversary of the Builder's acquisition of such Lot.
- J. **BYLAWS** - The Bylaws of the Association, as amended or restated from time to time.
- K. **COMMON AREA** - The real property depicted on the Plat as a "Common Area" which is owned by the Association for the common use and benefit of the Members of the Association, including, but not limited to, as applicable, the Streets, Lakes, clubhouse, swimming pool, parks and wildlife areas located within the Subdivision.
- L. **DECLARANT** - ERC Land Development Group, LLC, an Arkansas limited liability company, its successors and assigns. The Declarant is not responsible for Annual Maintenance Charges on unsold or undeveloped Lots.
- M. **DECLARATION** - The Declaration of Covenants, Conditions and Restrictions for Regency Pointe Sec. 1, Oklahoma City, Oklahoma County, Oklahoma, recorded with the County Clerk of Oklahoma County, Oklahoma, as the same may be amended from time to time.
- N. **FIRST ELECTED BOARD** - The Board of Directors of the Association elected by the Members of the Association as provided in Section 4.4 of this Declaration.
- O. **LAKE(S)** - Any body of water, pond, pool or stream, including the bank area thereof, located in a Common Area.
- P. **LAKE FRONT LOTS**. Lots One (1) through Eleven (11), Block Four (4) as shown on the Plat.
- Q. **LOT(S)** - Each of the Lots, including the Lake Front Lots, depicted on the Plat.
- R. **MAINTENANCE FUND** - Any accumulation of the Annual Maintenance Charges, together with all interest, penalties, assessments and other sums collected by the Association pursuant to the provisions of this Declaration.
- S. **MEMBER(S)** - All Lot Owners who are Members of the Association as provided in Article IV of this Declaration.
- T. **MORTGAGE** - A security interest, mortgage or lien granted by an Owner to secure the payment of a loan made to such Owner, duly recorded in the office of the County Clerk of Oklahoma County, Oklahoma creating a purchase money lien or security interest encumbering a Lot and some or all of the improvements thereon.

U. **OWNER(S)** - Any individual(s), corporation, partnership, limited liability company, association, trust or other entity or any combination thereof which is the record owner of fee simple title to a Lot but excluding those having an interest merely as security for the performance of a debt or other obligation, such as a mortgage, until such Person has acquired fee simple title pursuant to foreclosure or other proceedings.

V. **PERSON(S)** - A natural person, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or combination thereof.

W. **PLAT** - The Plat (a copy of which is attached hereto as Exhibit "B" and made a part hereof) for Regency Pointe Sec. 1, Oklahoma City, Oklahoma County, Oklahoma, recorded with the County Clerk of Oklahoma County, Oklahoma, and any replat thereof.

X. **PLANS** - The final construction plans and specifications (including a related site plan) of any Residential Dwelling, building or improvement of any kind to be erected, placed, constructed, maintained or altered on any portion of the Property.

Y. **PROPERTY** - All of Regency Pointe Sec. 1, Oklahoma City, Oklahoma County, Oklahoma, according to the Plat and any other real property that may be subjected to this Declaration by annexation document recorded with the County Clerk of Oklahoma County, Oklahoma.

Z. **RESIDENTIAL DWELLING** - The single family residence and appurtenances constructed on a Lot.

AA. **RULES AND REGULATIONS** - Rules adopted from time to time by the Board which govern the management and administration of the Subdivision for the use, benefit and enjoyment of the Owners and their guests and invitees.

BB. **SPECIAL ASSESSMENT** - The amount in excess of the Annual Maintenance Charge imposed by the Board in accordance with Section 5.5 of this Declaration.

CC. **STREET** - All rights of way within the Subdivision which provide ingress and egress to, from and through the Subdivision, including, but not limited to, any lane, drive, boulevard, court, circle or cul-de-sac.

DD. **SUBDIVISION** - The Property, together with all improvements now or hereafter situated thereon and all appurtenances thereto.

EE. **UTILITY COMPANIES** - Any public entity, utility district, governmental or one or more private entities that regulate provide or maintain utilities and drainage.

ARTICLE II

General Provisions Relating to Use and Occupancy

SECTION 2.1. USE RESTRICTIONS.

A. **GENERAL.** The Property shall be held, transferred, sold, conveyed, used and occupied subject to this Declaration.

B. **SINGLE FAMILY RESIDENTIAL USE.** Each Owner shall use such Owner's Lot and the Residential Dwelling on the Lot for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, without implied limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment, or for any multi-family use or for any business, professional or other commercial activity of any type, unless such business,

professional or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the Residential Dwelling. The term "single family residential purposes" shall also be defined as: (a) one (1) or more individuals related by blood, marriage or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their dependent parents and their dependent grandparents; (b) no more than two (2) unrelated individuals living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their dependent parents and their dependent grandparents; and (c) in no event shall any Residential Dwelling be occupied by more individuals than the product of the total number of bedrooms contained in the Residential Dwelling multiplied by two (2). No Owner shall use or permit such Owner's Lot or Residential Dwelling to be used for any purpose that would: (i) void any insurance in force with respect to the Subdivision; (ii) make it impossible to obtain any insurance required by this Declaration; (iii) constitute a public or private nuisance, which determination may be made by the Board in the Board's sole discretion; (iv) constitute a violation of this Declaration or any applicable law; (v) unreasonably interfere with the use and occupancy of the Subdivision by other Owners; or (vi) generate an unreasonable amount of vehicular traffic within the Subdivision.

C. **PASSENGER VEHICLES.** Except as provided in Section 2.1, D of this Declaration, no Owner, leasee, tenant or occupant of a Lot, including all individuals who reside with such Owner, leasee or occupant on the Lot, shall park, keep or store any vehicle on any Lot which is visible from any Street or neighboring Lot other than a passenger vehicle or pick-up truck and then only if parked on the driveway for a period not exceeding forty-eight (48) consecutive hours. For purposes of this Declaration, the term "passenger vehicle" is limited to any vehicle which displays a passenger vehicle license plate issued by the State of Oklahoma or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Oklahoma, and the term "pick-up truck" is limited to a three-quarter (3/4) ton capacity pick-up truck which has not been adapted or modified for commercial use. Neither the guest of an Owner, leasee or other occupant of a Lot nor the Owner shall be entitled to park on any Street overnight or on the driveway of a Lot for a period longer than forty-eight (48) consecutive hours. The Association shall have the right to cause any vehicle in violation of any of the foregoing restrictions to be towed in the manner provided in the Oklahoma Transportation Code.

D. **OTHER VEHICLES.** No mobile home trailers, recreational vehicles, boats, boat rigging, trailers or camper shall be parked, kept or stored on any Street for any length of time or on the driveway of any Lot for more than seventy-two (72) hours in any thirty (30) day period.

E. **VEHICLE REPAIRS.** No passenger vehicle, pick-up truck, mobile home trailer, recreational vehicle, boat, or other vehicle or trailer of any kind shall be constructed, reconstructed or repaired on any Lot or Street within the Subdivision.

F. **NUISANCES.** No rubbish or debris of any kind shall be placed or permitted to accumulate on or adjacent to any Lot and no odors shall be permitted to emanate therefrom, so as to render any portion of a Lot unsanitary, unsightly, offensive or detrimental to any other Lot or to any Owner. No nuisance shall be permitted to exist or operate on any Lot. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot.

G. **REPAIR OF BUILDINGS.** No Residential Dwelling, other building or structure on any Lot shall be permitted to fall into disrepair, and each such Residential Dwelling, building or structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner at such Owner's sole cost and expense.

H. **TRASH CONTAINERS.** No garbage or trash shall be placed or kept within the Subdivision except in covered containers of a type, size and style provided by the City of Oklahoma City or in the alternative, as approved by the Architectural Review Committee. In no event shall any such containers be maintained on a Lot so as to be visible from any Street or neighboring Lot except to make the same available for collection and then only for the day that collection is scheduled.

I. **CLOTHES DRYING.** No outside clothesline or other outside facility for drying or airing clothes shall be erected, placed or maintained on any Lot.

J. **RIGHT TO INSPECT.** During reasonable hours, Declarant, any member of the Architectural Review Committee, any member of the Board or any authorized representative of any of them, shall have the right to enter on and inspect any Lot, and the exterior of the improvements thereon for the purpose of ascertaining whether the provisions of this Declaration have been or are being complied with, and such individual shall not be deemed guilty of trespass by reason of such entry.

K. **ANIMALS.** Each Owner may have a maximum of two (2) generally recognized house or yard pets with a maximum weight of one hundred (100) pounds each but only if such pets are kept solely as domestic pets and not for commercial purposes. No unleashed dog or other animal is permitted on any Street or Common Area. No animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance. The keeping or housing of poultry, swine, cattle, horses or other livestock of any kind is prohibited within the Subdivision. The Board shall have the authority to determine, in the Board's sole and absolute discretion, whether a particular animal or bird is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds kept on any Lot is reasonable and the Board's determination shall be final.

L. **DISEASES AND INSECTS.** No Owner shall permit or allow any condition to exist on such Owner's Lot which would induce, breed or harbor infectious diseases.

M. **RESTRICTION ON FURTHER SUBDIVISION.** No Lot shall be further subdivided, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed by any Owner without the prior written approval of the Architectural Review Committee.

N. **SIGNS.** No signs whatsoever (including, but not limited to, "for rent," commercial, political and similar signs) shall be erected or maintained on any Lot except:

- i) Street signs and such other informational signs as may be required by law;
- ii) During the construction of any Residential Dwelling, building or other improvement, one (1) job identification sign not larger than forty-eight (48) inches in height and forty-eight (48) inches in width and having a face area not larger than nine (9) square feet; and
- (iii) Not more than two (2) political signs having a face area not larger than four (4) square feet each for a period of time commencing three (3) weeks before the corresponding election day and ending two (2) days after the election day, unless otherwise provided by law.

Nothing contained in this Declaration shall be construed to prevent the erection and maintenance by Declarant or the Declarant's duly authorized agents, of structures or signs necessary or convenient to the development, advertisement, sale, operation or other disposition of a Lot. Moreover, any lender providing financing to Declarant in connection with the development of the Subdivision may erect signs on Lots owned by Declarant to identify such lender. Builders may erect or cause to be erected one (1) "For Sale" sign not to exceed nine (9) square feet on each Lot that said Builder owns. In all other instances, the Architectural Review Committee must approve all signs prior to placement within the Subdivision.

O. **TREES.** Except for the exclusive area for the pad site of the Residential Dwelling and the driveway, plus five (5) feet around said areas, no trees with a trunk diameter larger than three (3) inches shall be removed or caused to be removed, from a Lot without the written consent of the Architectural Review Committee or Declarant. No Owner or Builder shall be permitted to burn trees cleared from the Lot within the Subdivision. Trees being removed from the Lot must be cut and removed by transport container or trailer. Notwithstanding the foregoing, trees approved by the Architectural Review Committee or Declarant for removal may be shredded and used for mulch material. Any trees or shrubs planted within the Subdivision must be selected from the approved list of species and satisfy any other Architectural Guideline.

P. **GUNS AND FIREARMS.** The use of firearms within the Subdivision is prohibited. The term "firearms" includes "B-B" guns, pellet guns, air pistols, small and large firearms of all types. Nothing contained herein shall be construed to require the Association to take action to enforce this Section.

SECTION 2.2. DECORATION, MAINTENANCE, ALTERATION AND REPAIRS.

Subject to the provisions of Article III of this Declaration, each Owner shall have the right to modify, alter, repair, decorate, redecorate or improve the Residential Dwelling on such Owner's Lot, provided that all such action is performed with a minimum inconvenience to other Owners and does not, in the sole discretion of the Architectural Review Committee, constitute a nuisance. Notwithstanding the foregoing, the Architectural Review Committee shall have the authority to require any Owner to remove or eliminate any object situated on such Owner's Residential Dwelling or Lot that is visible from any Street or any other Lot, if, in the Architectural Review Committee's sole judgment, such object detracts from the visual attractiveness of the Subdivision or could be found to be offensive by another Owner.

SECTION 2.3. TYPE OF CONSTRUCTION AND MATERIALS.

A. **TYPES OF STRUCTURES.** No structures shall be erected, altered, placed or permitted to remain on any Lot other than: (i) one Residential Dwelling, together with a garage accommodating a minimum of two (2) vehicles; and (ii) a complimentary building, both of which are subject to approval by the Architectural Review Committee.

B. **STORAGE.** Without the prior written consent of the Architectural Review Committee, no building materials of any kind or character shall be placed or stored on any Lot more than thirty (30) days before the construction, renovation or repair of a Residential Dwelling, structure or other improvement is commenced. All materials permitted to be placed on a Lot shall be placed within the property lines of the Lot. After the commencement of construction, such construction shall be prosecuted diligently to the end that the Residential Dwelling, structure or improvement shall not remain partially completed any longer than reasonably necessary as determined in the sole discretion of the Architectural Review Committee. In no event shall any structure or improvement remain in a partially completed condition longer than twelve (12) months from commencement of such construction, renovation or repair. On the completion of the construction, any unused materials shall be removed immediately from the Lot and any damage to the Lot, whether landscape or otherwise, shall be restored to the condition which existed prior to the construction.

C. **TEMPORARY STRUCTURES AND OUTBUILDINGS.** No structures of a temporary character, trailer (with or without wheels and whether or not attached to a foundation), mobile home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, tent, shack, barn or any other outbuilding, structure or building, other than the permanent Residential Dwelling, the garage, and one (1) complimentary building approved by the Architectural Review Committee shall be placed on any Lot, either temporarily or permanently, and no structure of any type shall be moved from another location to any Lot. No garage or complimentary building on any Lot shall be used as a residence or living quarters except by servants engaged on the premises. Any complimentary building on a Lot must be located at the rear of such Lot, must architecturally match the Residential Dwelling, must be no more than one story, must be approved by Architectural Review Committee and must comply with the Architectural Guidelines. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and to permit Builders to erect, place and maintain, such facilities in and on the Property as Declarant, in Declarant's sole discretion, determines to be necessary during the period of, and in connection with the sale of Lots, construction and sale of Residential Dwellings and construction of other improvements within the Subdivision. All such sales and construction facilities shall be located in the area designated by Declarant and landscaped to the approval of the Architectural Review Committee.

D. **GARAGES.** No carports are permitted within the Subdivision. No garage shall be constructed on any Lot without the prior written consent of the Architectural Review Committee and all garages must accommodate a minimum of two (2) vehicles.

E. **AIR CONDITIONERS.** No window, roof or wall type air conditioner shall be used, placed or maintained on or in any Residential Dwelling, garage or other building.

F. **ANTENNAS.** Only satellite dish antennas which are twenty-four inches (24") or smaller in diameter and antennas designed to receive television broadcast signals may be installed, provided such antennas are installed so as not to be seen from any Street in conformance with the Architectural Guidelines.

G. **FOUNDATIONS.** Not more than eight inches (8") of vertical surface of the concrete slab of any Residential Dwelling shall be exposed to view from any Street or adjacent Lot. Any slab in excess of eight inches (8") in height above finished grade shall have at least that excess in height covered with the same type, quality and grade of siding or masonry material used in the construction of the Residential Dwelling. Any Residential Dwelling with a pier and beam foundation shall have all mechanical, electrical, plumbing lines and fixtures located thereunder screened from view from any Street or adjacent Lots. The Architectural Review Committee, in the Architectural Review Committee's sole discretion, shall determine the adequacy of any screening device or technique.

H. **EXTERIOR FINISH.** The exterior of the Residential Dwelling on each Lot must be comprised of not less than eighty percent (80%) brick or masonry material, ,e.g., stucco, including synthetic stucco or similar material. All brick, stonework and mortar must be approved by the Architectural Review Committee as to type, size, color and application. No concrete, concrete block or cinder block shall be used as an exposed building surface. Any concrete, concrete block or cinder block utilized in the construction of a Residential Dwelling or for retaining walls and foundations shall be finished in the same materials utilized for the remainder of the Residential Dwelling. Metal flashing, valleys, vents and gutters installed on a Residential Dwelling which are viewed from any Street shall be made of copper; all others shall be painted or otherwise finished to blend with the color of the exterior materials to which they are adhered.

I. **EXTERIOR LIGHTING.** A minimum of eight (8) light fixtures, the plans for which must be submitted to and approved by the Architectural Review Committee, must be installed and operational in the front of each Residential Dwelling. In addition, down cast Soffit lighting must be installed on all Soffits that are viewed from any Street in the Subdivision.

J. **MAILBOXES.** Subject to the Architectural Guidelines, a uniform mailbox shall be installed and maintained on each lot. Said mailbox shall be consistent with the pattern designated by the Architectural Review Committee. Said pattern is intended to minimize the locations of individual mailbox locations and provide a consistent and harmonious appearance throughout the community.

K. **ROOFING.** The Architectural Review Committee shall have the right to establish specific requirements for the pitch of any roof and the type of roofing materials to be utilized for any Residential Dwelling. No solar or other energy collection panel, equipment or device shall be installed or maintained on any Lot or Residential Dwelling if visible from any Street. All vents, stacks and other projections from the roof of any structure, shall, to the extent possible, be located on the rear roof.

L. **WATER WELLS and SEPTIC TANKS.** No water wells or septic tanks shall be located within the Subdivision. Notwithstanding the foregoing, nothing contained herein shall prohibit Declarant or the Board from installing and maintaining water wells for the purpose of maintaining water levels of the Lakes and for irrigation of Common Areas.

M. **UTILITY METERS AND HVC EQUIPMENT.** All electrical, gas, telephone and cable television meters shall be located, to the extent possible, in the least obtrusive location. All exterior heating, ventilating and air-conditioning compressor units and equipment shall be located at the rear of the Residential Dwelling or at the side of the Residential Dwelling screened in a manner approved by the Architectural Review Committee. All electrical, drainage or other conduit or piping and all cabling and fasteners for such shall be painted to match the material to which such conduit, piping, cabling and fastener is affixed.

N. **RECREATIONAL AND COOKING FACILITIES.** Free-standing playhouses, tree houses and temporary basketball goals are permitted only with the approval of the Architectural Review Committee and must be located within the rear yard behind a fence so as to not be visible from neighboring Lots. Barbecue grills or other types of outdoor cooking equipment and patio furniture shall be located within the rear yard.

O. **LANDSCAPING.**

(1) The landscaping plan for each Lot shall be submitted by the Builder to the Architectural Review Committee for approval pursuant to the provisions of Article III.

(2) Each Owner shall be required to maintain the landscape plan, inclusive of the landscape lighting plan, submitted and approved by the Architectural Review Committee.

(3) Nothing in this Declaration shall be deemed to permit any vegetable, herb or similar gardens or plants being planted on any Lot.

(4) No Owner shall allow the grass to grow to a height in excess of six (6) inches as measured from the surface of the ground.

(5) Seasonal or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations, etc.) shall be removed by the Owner from each Lot and the exterior of the Residential Dwelling within fifteen (15) days after such holiday.

(6) The planting of any plants, flowers, herbs, vegetables, shrubbery or trees or the erection of any fence or structure on the Common Areas by an Owner is strictly prohibited.

P. **SWIMMING POOLS AND OTHER AMENITY STRUCTURES.** Subject to this Declaration and the Architectural Review Committee's written approval of Plans submitted therefor, swimming pools, outdoor hot tubs, reflecting ponds, saunas, whirlpools, lap pools and other amenity structures may be constructed, installed and maintained on any Lot. All approved amenity structures shall be located within the rear yard behind a fence so as not to be visible from neighboring Lots.

Q. **DRIVEWAYS AND SIDEWALKS.** The Owner of each Lot shall construct and maintain, at such Owner's sole expense, the driveway from the garage to the abutting Street, including the portion of the driveway in the street easement driveway approaches must be installed prior to any type of construction on a Lot and the driveways must be a minimum of ten (10) feet wide and the first twenty (20) feet (from the Street) shall be constructed of decorative pavenstone, pavers or other decorative material approved by the Architectural Review Committee. All driveways and sidewalks shall be paved; chert, gravel or loose stone driveways and sidewalks are prohibited. The Owner shall repair, at the Owner's sole expense, any damage to the Street caused in connection with the construction of the driveway.

R. **LOT MAINTENANCE.** As required by paragraph O(4) above, each Owner, at such Owner's sole expense, shall at all times keep all grass on the Lot cut in a sanitary, healthful and attractive manner. In the event that the Owner fails to keep all grass on the Owner's Lot cut in a sanitary, healthful and attractive manner, the Association may, at the Association's option, without liability to the Owner or otherwise, enter on said Lot and cut the grass. On receipt of an invoice from the Association for costs incurred for mowing the grass, the Owner agrees to pay such charges immediately. Payment of such costs shall be secured by the lien created in Article V of this Declaration. The Owners of Lots at intersecting Streets, where the rear yard or portion of the Lot is visible to full public view, shall construct and maintain a suitable enclosure approved in writing by the Architectural Review Committee to screen the following from public view: yard equipment, wood piles and storage piles that are incident to the normal residential requirements of a typical family.

S. **EXTERIOR COLORS.** Iridescent colors or tones considered to be brilliant are not permissible. For the purpose of this paragraph, "brilliant" is construed to mean a color that is not in the general texture of both the overall community and natural setting of the Subdivision. The purpose of this covenant is to maintain harmony of the exterior paint colors of the structures throughout the Subdivision. All exterior structure colors must be approved by the Architectural Review Committee and, in the event of repainting, such color, in addition to being approved by the Architectural Review Committee, must be consistent with the original exterior color, it being the express intent of Declarant to preserve the original color scheme for Residential Dwellings in the Subdivision

SECTION 2.4. SIZE AND LOCATION AND ORIENTATION OF RESIDENCES.

A. **MINIMUM ALLOWABLE AREA OF INTERIOR LIVING SPACE.** The minimum allowable area of interior living space (excluding steps, porches, exterior balconies and garages) in a Residential Dwelling shall be Two Thousand Five Hundred (2,500) square feet for Lake Front Lots and Two Thousand One Hundred (2,100) square feet for all Lots (except Lake Front Lots) within the Subdivision.

B. **MAXIMUM ALLOWABLE HEIGHT OF BUILDING.** No Residential Dwelling shall exceed a reasonable height required for two and one-half (2 ½) stories of living space (above finished grade) plus a pitched roof no residential dwelling shall have more than two and one-half (2 ½) stories of living space above finished grade. no residential dwelling shall exceed a height of fifty-five (55) feet above finished grade.

C. **GARAGES.** All garages shall be attached to the primary dwelling, unless otherwise approved by the Architectural Review Committee. To the extent possible, garages shall be side loaded, except in the event of a garage located behind a port-a-cache. Garages shall be finished in the same material and subject to the same restrictions as the Residential Dwelling. Garages must be at least two cars wide. If side entry is not chosen, garage doors must be divided so as to have two separate entries and treated in an architecturally appropriate manner, except where a third garage is provided, whereby the dual garage door is not required to be divided.

D. **LOCATION OF IMPROVEMENTS SETBACKS.** No Residential Dwelling, garage or Improvement on any Lot other than fencing and/or landscaping approved by the Architectural Review Committee shall be located nearer to the front building line than that shown on the Plat. No Residential Dwelling, garage or other improvement other than approved fencing or landscaping on any Lot shall be located nearer to the rear or side property lines than ten (10) feet.

E. **ORIENTATION OF PRIMARY RESIDENCE.** All Residential Dwellings shall face the Street located to the front of such Lots.

SECTION 2.5. WALLS AND FENCES.

A. **CONSTRUCTION.** The type of materials utilized for (including the color thereof) and the location of all fences, walls, hedges, pergolas and other structures must be approved by the Architectural Review Committee. All replacement fences or walls must be constructed of materials consistent with, and visually compatible to, the materials used in the construction of the original. In no event shall any fence be constructed of chain link or wire. In the case of Lake Front Lots, iron fencing shall be constructed on the property line adjacent to the Lake in accordance with the specifications established by the Architectural Review Committee. To the extent possible, the iron fencing erected on Lake Front Lots shall be constructed in a manner as to continue the wave effect to and from adjoining Lots.

B. **MAINTENANCE.** It shall be the Owner's responsibility to maintain any wall or fence erected on such Owner's Lot. In the event the Owner fails to maintain said wall or fence and such failure continues after thirty (30) days' written notice from the Association, Declarant, the Declarant's successors or assigns or the Association, may, at either's option, without liability to the Owner or otherwise, enter on the Lot to perform necessary repair or maintenance. The Owner agrees to immediately reimbursement the Declarant or the Association, as the case may be, for any costs incurred in connection with such

repair or maintenance on receipt of an invoice therefor. Any costs not paid by the owner for such repair or maintenance shall be added to the Owner's Annual Maintenance Account and be secured by the lien created in Article V of this Declaration.

C. **ERECTION BY DECLARANT.** Declarant shall have the right, but not the obligation, to construct fences or walls within or around the Subdivision, including, but not limited to, a fence along the perimeter of the Subdivision. An Owner shall be responsible for any damage to a fence or wall constructed by the Declarant which is caused by such Owner or his family members, or the acts of his guests, agents or invitees. In the event any damage to a fence or wall is not corrected by the Owner after written notice, the Declarant or the Association, at either's option, may without liability to the Owner or otherwise, enter on the Lot to perform necessary repair or maintenance to such fence or wall. The Owner agrees to immediately reimburse the Declarant or the Association, as the case may be, for any costs incurred in connection with such repair or maintenance on receipt of an invoice therefor.

SECTION 2.6. RESERVATIONS AND EASEMENTS.

A. **UTILITY EASEMENTS.** Declarant reserves the utility easements, roads and rights-of-way shown on the Plat for the construction, addition, maintenance and operation of all necessary utility systems including systems of electric light and power supply, telephone service, cable television service, gas supply, water supply and sewer service, including systems for utilization of services resulting from advances in science and technology. There is hereby created an easement on, across, over and under all of the Subdivision for ingress and egress for the purpose of installing, replacing, repairing and maintaining all utilities. By virtue of this easement, it shall be expressly permissible for the Utility Companies to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto under the land within the utility easements now or from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this Section 2.6, A., no utilities or appurtenances thereto may be installed or relocated on the Subdivision until approved by Declarant or the Architectural Review Committee.

B. **ADDITIONAL EASEMENTS.** Declarant reserves the right to impose further restrictions and dedicate additional easements and roadway rights of way by document recorded with the County Clerk of Oklahoma County, Oklahoma or by express provisions in conveyances with respect to Lots not yet sold by Declarant.

C. **CHANGES TO EASEMENTS.** Declarant reserves the right to make changes in and additions to all easements for the purpose of aiding in the most efficient and economic installation of utility systems.

D. **MINERAL RIGHTS.** It is expressly agreed and understood that the title conveyed by Declarant to any Lot by deed or other conveyance shall not in any event be held or construed to include the title to any oil, gas, coal, lignite, uranium, iron ore or any other minerals, water (surface or underground), gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under authority of Declarant or its agents or Utility Companies through, along or on said easements or any part thereof to serve said Lot or any other portion of the Subdivision. Declarant hereby expressly reserves the right to maintain, repair, sell or lease such lines, utilities, drainage facilities and appurtenances to any Utility Company or to any other party. Notwithstanding the fact that the title conveyed by Declarant to any Lot by deed or other conveyances shall not be construed to include the title to oil, gas, coal, lignite, uranium, iron ore or any other minerals, neither Declarant nor any Owner shall have surface access to the Property for mineral purposes.

E. **DRAINAGE.** Except as shown on the drainage plan for the Subdivision, no Owner shall be permitted to construct improvements on such Lot or to grade such Lot or permit such Lot to remain in or be placed in such condition that surface water on such Lot drains to any other Lot. The Declarant or the Association may, but shall not be required to, install drainage inlets or underground drains within the

utility easement on effected Lots. In no event shall an Owner obstruct or interfere with any portion of the drainage system.

F. **COMMON AREA.** The Common Area is reserved for the common use, benefit and enjoyment of the Owners, subject to such reasonable Rules and Regulations governing the use thereof as may be promulgated by the Association. An Owner's right to use the Common Area is appurtenant to title to a Lot. Each Owner shall observe and comply with the Rules and Regulations promulgated by the Association relating to the Common Area. Furthermore, each Owner acknowledges and agrees that the Association has the right to restrict any Owner or other Person from use of such Common Areas for failure to observe and comply with said Rules and Regulations. The notice of restriction from use shall be placed in writing by the Association and shall be delivered to the last known address of the Owner or in the event that the offender is not an Owner, such notice may be hand delivered to the offender or posted at the Residence Dwelling or Common Area where such offense occurred. Such notice of restriction from use shall contain: (i) the name of the individual restricted from use of Common Areas; (ii) a description of the rule or regulation violated; (iii) the specific Common Area which the offender is restricted from; and (iv) the specific duration of the restriction. Declarant shall have the right to add property to the Common Area provided such property is free and clear of all encumbrances. Further, the Common Area may not be mortgaged or conveyed without the consent of not less than two-thirds (2/3rds) of the Owners. Any conveyance or encumbrance of Common Area which provides ingress or egress to a Residential Dwelling shall be subject to such Owner's easement rights. It shall be the responsibility of the Association to maintain and repair all Common Areas.

G. **LAKES.** Lakes are subject to all regulations for Common Areas as well as specific regulations pertaining to the Lakes. No boats, motorized or not, shall be operated, sailed, kept, docked or anchored on or beside any Lake. Notwithstanding the foregoing, nothing contained herein shall prohibit the Association from utilizing boats to place, maintain and repair: Lake, darn, decorative materials, crossing or drainage structures. Owners and their invited guests may fish from such Owner's Lot and the portion of the bank contiguous to such Owner's Lot to the waters' edge or other Common Area adjacent to the water edge. In no event shall waders, nets, jugs or any unattended fishing apparatus be used. The Lakes also function as storm water removal and detention facilities. The Association shall be responsible for all maintenance and repairs to the Lakes.

H. **UNDERGROUND FACILITIES.** Unless otherwise approved by the Architectural Review Committee, all electrical, telephone and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or Utility Company shall be installed in underground conduits or other underground facilities. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above ground utility equipment. The Association shall have the right to enter on Lots to plant, install, maintain and replace such plants, shrubbery and screening devices without liability to the Owner or otherwise.

I. **TIME REQUIREMENT ON CONSTRUCTION.** One hundred twenty (120) days after the Architectural Review Committee's approval of Plans and related data, construction of a Residential Dwelling must commence. Notwithstanding the foregoing, the lack of construction does not preclude an Owner from such Owner's obligations to maintain the Lot and pay the Annual Maintenance Charge attributable to such Lot in accordance with this Declaration. In addition, construction of the Residential Dwelling must be completed prior to the commencement of construction of any other structure on the Lot.

ARTICLE III

Architectural Approval

SECTION 3.1. ARCHITECTURAL REVIEW COMMITTEE. The Architectural Review Committee shall be a committee composed of three (3) individuals who need not be Members of the Association. Declarant shall have the right to appoint all three (3) members of the Architectural Review Committee until

the earlier of: (a) the date the last Lot owned by Declarant is sold (except in connection with a conveyance to a successor to Declarant); or (b) such date as the Declarant elects to discontinue such right of appointment by written notice to the Board. Thereafter, the Board shall have the right to appoint the individuals to serve on the Architectural Review Committee. Members of the Architectural Review Committee may be removed at any time and shall serve until resignation or removal by, as applicable, Declarant or the Board.

SECTION 3.2. APPROVAL OF IMPROVEMENTS REQUIRED. Except as provided in Section 7.1 of this Declaration, no improvement of any nature shall be commenced, constructed, renovated, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or be maintained on any portion of the Subdivision, including, without implied limitation, any Lot or Residential Dwelling by any Owner, other than Declarant, which affect the appearance of any Lot or the exterior of any Residential Dwelling or other structure on a Lot unless Plans therefor have been submitted to and approved by the Architectural Review Committee in accordance with this Article Without limiting the foregoing, the construction and installation of any Residential Dwellings, driveways, mailboxes, decks, patios, courtyards, landscaping, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servants quarters or any other structures, shall not be undertaken, nor shall any exterior addition to or change or alteration be made (including, without limitation, painting or staining of any exterior surface) to any Residential Dwelling or structure, until the following items have been submitted to and approved by the Architectural Review Committee:

(i) A check in the amount of the submission fee, if any, established by the Association made payable to "Regency Pointe Property Owners' Association, Inc."

(ii) Two (2) copies of an accurately drawn and dimensioned site development plan indicating the location of any and all improvements, including, specifically, the Residential Dwelling to be constructed on said Lot, the location of all driveways, decks, terraces, patios, garages and other structures and the relationship of the same to any set-back requirements applicable to the Lot or Residential Dwelling;

(iii) Two (2) copies of a foundation plan, floor plans and exterior elevation drawing of the front, back, and sides of the Residential Dwelling and any other structure to be constructed on the Lot;

(iv) Two (2) copies of the Plans and, if requested by the Architectural Review Committee, samples indicating the nature, color, type, shape, height and location of all exterior materials to be used in the construction of the Residential Dwelling or any other structure, including, without limitation, the type and color of all brick, stone, stucco, roofing and other materials to be utilized on the exterior of the Residential Dwelling and the color of paint or stain to be used on all doors, shutters, trim work, eaves and cornices on the exterior of Residential Dwelling and any other structure;

(v) Two (2) copies of the lighting plan, including specifications, for exterior lighting;

(vi) Two (2) copies of the landscaping and sprinkler system plans;

(vii) A written statement of the estimated date for commencement and completion of construction; and

(viii) Duplicate copies of such other plans, specifications or other information or documentation as may be requested by the Architectural Review Committee or as required by the Architectural Guidelines.

One complete copy of all Plans and related data submitted to the Architectural Review Committee shall be retained by the Architectural Review Committee and the other copy shall be returned to the Owner within thirty (30) days of submission marked "approved," "approved as noted" or "disapproved." Any revisions, modifications or changes in any Plans previously approved by the Architectural Review Committee must be resubmitted to and approved by the Architectural Review Committee. If construction

of the Residential Dwelling or other structure has not commenced (e.g., by clearing and grading, pouring of footing and otherwise commencing framing and other related construction work) within one hundred and twenty (120) days of approval by the Architectural Review Committee, then the Plans and related documentation must be resubmitted to and approved by the Architectural Review Committee.

SECTION 3.3. ADDRESS OF COMMITTEE. The address of the Architectural Review Committee shall be at the principal office of the Association or such other address as may be designated from time to time by the Architectural Review Committee. The initial address of the Architectural Review Committee is: 1000 West Wilshire, Suite 308, Oklahoma City, Oklahoma 73116.

SECTION 3.4. ARCHITECTURAL GUIDELINES. The Architectural Review Committee from time to time may promulgate, supplement or amend the Architectural Guidelines, which provide the minimum acceptable standards for proposed improvements; provided, however, the Architectural Review Committee may impose additional requirements in connection with its review of the information and data submitted in connection with any proposed improvements. If the Architectural Guidelines impose requirements more stringent than the requirements imposed by this Declaration, the provisions of the Architectural Guidelines shall control.

SECTION 3.5. FAILURE OF ARCHITECTURAL REVIEW COMMITTEE TO ACT ON PLANS. Any request for approval of a proposed improvement on a Lot shall be deemed approved by the Architectural Review Committee unless disapproval or a request for additional information or materials is transmitted to the Owner by the Architectural Review Committee within thirty (30) days after receipt by the Architectural Review Committee of all required and, if applicable, requested materials; provided, however, that no such approval shall operate to permit any Owner to construct or maintain any improvement that violates any provision of this Declaration or the Architectural Guidelines, the Architectural Review Committee at all times retaining the right to object to any improvement on a Lot that violates any provision of this Declaration or the Architectural Guidelines.

SECTION 3.6. PROSECUTION OF WORK AFTER APPROVAL. After approval of any proposed improvement on a Lot, the proposed improvement shall be completed assiduously within the time frame approved by the Architectural Review Committee and in strict conformance with the Plans and related data submitted to and approved by the Architectural Review Committee. During the construction or renovation of an approved improvement, the following guidelines will be complied with: (a) No building materials shall be placed on a Lot sooner than thirty (30) days prior to the commencement of construction; (b) the job site and all surrounding areas shall be kept as orderly as possible during construction; (c) all construction trash, debris and rubbish shall be properly disposed of at least weekly; (d) in no event shall anything be buried on any Lot or beneath the Residential Dwelling; (e) no dirt, mud, gravel or other substance shall collect or remain on any Street; (f) all construction vehicles must be parked on the Lot or in areas designated by the Architectural Review Committee; (g) construction is permitted between the hours of 7:00 o'clock a.m. and 9:00 o'clock p.m., Monday through Saturday; and (h) the improvement shall not be deemed completed until the exterior fascia and trim on the improvement have been completed and all construction materials and debris have been removed from the Lot within thirty (30) days of construction completion and all rooms in the Residential Dwelling, other than any attics, have been completed.

SECTION 3.7. NOTICE OF COMPLETION. Within five (5) days of completion of the improvement, the Owner or, as applicable, the Builder shall deliver a notice of completion reflecting the date on which construction was completed to the Architectural Review Committee.

SECTION 3.8. INSPECTION OF WORK. The Architectural Review Committee or its duly authorized representative shall have the right during the hours in which construction is permitted to inspect any construction either during or on completion of the construction.

SECTION 3.9. NOTICE OF NONCOMPLIANCE. If, as a result of inspections or otherwise, the Architectural Review Committee determines that any improvement has been constructed or undertaken without prior approval of the Architectural Review Committee or has been completed other than in strict

conformance with the approved Plans and related data or has not been completed within the time frame approved by the Architectural Review Committee, the Architectural Review Committee shall within sixty (60) days after receipt of the notice of completion notify the Owner in writing of the noncompliance. The notice of noncompliance shall specify the particulars of the noncompliance and shall require that such noncompliance be corrected within thirty (30) days of issuance of the notice of noncompliance. If such noncompliance is not corrected within the thirty (30) day period, the Board, at the Board's option may: (a) record a notice of noncompliance against the Lot in the real property records of Oklahoma County, Oklahoma; (b) remove the noncomplying improvement; and/or (c) otherwise remedy the noncompliance (including, without implied limitation, completion of construction). Any costs incurred by the Association in correcting the noncompliance, including, but not limited to, filing fees, shall be reimbursed by the Owner or, as applicable, the Builder to the Association within ten (10) days of receipt of an invoice therefor. If reimbursement of the invoiced amount is not received by the Association within such ten (10) day period, such amount shall be added to the Owner's Annual Maintenance Charge and collected in the manner provided in Article V of this Declaration.

SECTION 3.10. NO IMPLIED WAIVER OR ESTOPPEL. No action or failure to act by the Architectural Review Committee or the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Architectural Review Committee or the Board of Directors with respect to any improvement on a Lot. Specifically, the approval by the Architectural Review Committee of any improvement on a Lot shall not be deemed a waiver of any right or an estoppel against withholding approval of a similar improvement or proposal on another Lot, Plans or other materials submitted with respect to any other improvement by such Owner or otherwise.

SECTION 3.11. POWER TO GRANT VARIANCES. Except for the provisions relating to single family residential use, the Architectural Review Committee may grant variances from compliance with any of the provisions of Article II of this Declaration. Each variance granted by the Architectural Review Committee must be in writing and shall become effective when signed by a majority of the members of the Architectural Review Committee. The granting of a variance by the Architectural Review Committee shall not affect the Owner's obligation to comply with all governmental laws and regulations affecting the Lot.

SECTION 3.12. COMPENSATION OF ARCHITECTURAL REVIEW COMMITTEE. The members of the Architectural Review Committee shall be entitled to reimbursement for reasonable expenses.

SECTION 3.13. ESTOPPEL CERTIFICATES. Except with respect to improvements originally constructed by Declarant, the Board of Directors, on the reasonable request of any interested party and after confirming any necessary facts with the Architectural Review Committee, shall furnish a certificate with respect to the approval or disapproval of any improvement on a Lot or with respect to whether any improvement on a Lot was completed in compliance with this Declaration.

SECTION 3.14. NO LIABILITY FOR ARCHITECTURAL REVIEW COMMITTEE ACTION. Neither the Architectural Review Committee, the Association, the Board of Directors, the Declarant, nor any of their respective officers, agents, members or employees shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Architectural Review Committee, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. During the approval process of any proposed improvement, the Architectural Review Committee shall not inspect, guarantee or warrant the workmanship of the proposed improvement, including the design, construction, safety, whether structural or otherwise, conformance with building codes or other governmental laws or regulations or whether the proposed improvement is suitable for its intended purpose. Furthermore, none of the members of the Architectural Review Committee, any member of the Board of Directors or the Declarant shall be personally liable for debts incurred by the Association or for any actions or omissions of the Association.

SECTION 3.15. CONSTRUCTION PERIOD EXCEPTION. If construction of an approved improvement is anticipated to exceed the time allowed for such construction, on written request the Architectural Review Committee will consider and, on approval, may postpone the construction

completion requirements imposed by Article III of this Declaration by granting a thirty (30) day extension for completion of such approved construction.

SECTION 3.16. SUBSURFACE CONDITIONS. The approval of Plans by the Architectural Review Committee for any Residential Dwelling or other improvement shall not be construed as a representation or warranty by the Architectural Review Committee or Declarant that the surface or subsurface of such Lot is suitable for the proposed improvements. It shall be the sole responsibility of such Owner or Builder to determine the suitability and adequacy of the surface and subsurface prior to the commencement of any proposed improvements thereon.

SECTION 3.18. LOT GRADING. No, grading or excavation work of any nature should be implemented by any Owner or Builder, other than Declarant, on any Lot until landscaping plans have been submitted to and approved by the Architectural Review Committee in accordance with the provisions of this Article III.

ARTICLE IV

Management and Operation of Subdivision

SECTION 4.1. MANAGEMENT BY ASSOCIATION. The affairs of the Subdivision shall be administered by the Association through its Board of Directors. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration and operation of the Subdivision as provided in this Declaration and the Bylaws. The Declarant shall determine the initial number of directors and appoint, dismiss and reappoint such Board members until the initial meeting of Members at which Directors are elected pursuant to Section 4.4 of this Declaration. The Appointed Board may engage the Declarant, an affiliate of Declarant or other entity to perform the day to day operations of the Association, including, without implied limitation, the maintenance, repair, replacement, administration and operation of the Subdivision, which action by Declarant or an affiliate of Declarant shall not be deemed a conflict of interest. The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems necessary or appropriate to maintain and operate the Subdivision in accordance with this Declaration, including without implied limitation, the right to grant utility and other easements, the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities or other matters of mutual interest.

SECTION 4.2. MEMBERSHIP IN ASSOCIATION. Each Owner, whether one or more Persons, shall by virtue of becoming an Owner automatically become and remain a Member of the Association until such ownership ceases for any reason, at which time such Owner's membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership.

SECTION 4.3. VOTING OF MEMBERS. The Association shall have two (2) classes of membership.

Class A. With the exception of the Class B Member, the Class A Members shall be all those Owners defined in Section 4.2 of this Declaration. Class A Members, whether or more Persons, shall be entitled to one (1) vote for each Lot in which such Members hold the interest required for membership stipulated in Section 4.2 of this Declaration. When more than one Person holds an interest in a Lot, all of such Persons shall be Members. The vote for such Lot shall be exercised as such co-Owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be Declarant, its successors and assigns. The Class B Member shall be entitled to three (3) votes for each Lot in which the Declarant holds the interest required for membership stipulated in Section 4.2 of this Declaration; provided, however that the Class B

membership shall be converted to Class A membership on the earlier to occur of; (a) the last Lot in the Subdivision having been deeded to a Class A Member; or (b) ten (10) years from the date this Declaration is recorded.

In the event that ownership interest in a Lot is owned by more than one Member, such Members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one (1) vote be cast for each Lot not owned by the Declarant. Such Owners shall designate a proxy who shall be entitled to exercise the vote of that Lot at any Association meeting. Such designation shall be in writing and shall be revocable at any time by written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received. In the event a Lot is owned by more than one (1) Member and no proxy is designated, the single Member exercising the vote for such Lot shall be deemed to have been designated as the Member to exercise the vote for such Lot. All Members may attend Association meetings and all eligible voting Members may exercise their vote either in person or by proxy. The Association shall have the right to suspend an Owner's voting rights for non-payment of the Annual Maintenance Charge and/or infractions of this Declaration or any Rules and Regulations promulgated by the Association. Cumulative voting shall not be permitted.

SECTION 4.4. MEETINGS OF THE MEMBERS. The election of the First Elected Board shall occur at the Members' annual meeting following the tenth (10th) anniversary of the recording of this Declaration, unless Declarant sooner relinquishes control of the Association. Annual meetings of Members thereafter shall be held in January of each year. Special meetings of the Members shall be held at such place, time and on the date specified in the notice or as provided in the Bylaws.

SECTION 4.5. PROFESSIONAL MANAGEMENT. The Board shall have the authority to retain, hire, employ or contract with such professional management companies or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide for the construction, maintenance, repair, landscaping, administration and operation of the Subdivision as provided in this Declaration and as provided in the Bylaws.

SECTION 4.6. BOARD ACTIONS IN GOOD FAITH. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other party.

ARTICLE V

Annual Maintenance Charge and Maintenance Fund

SECTION 5.1. MAINTENANCE FUND. The Maintenance Fund shall be held, managed, invested and expended by the Board, at the Board's discretion, for the benefit of the Subdivision and the Owners therein. The Board shall by way of illustration and not by way of limitation, expend the Maintenance Fund for the administration, management and operation of the Subdivision; for the maintenance, repair and improvement of the Common Areas; for the maintenance of any easements granted to the Association; for the enforcement of this Declaration by action at law or in equity, or otherwise and the payment of court costs as well as reasonable legal fees and for all other purposes which the Board, in the Board's discretion, determines to be necessary to maintain the character and value of the Subdivision. The Board and the members of the Board shall not be liable as a result of actions taken by the Board with respect to the Maintenance Fund, except for willful neglect or intentional wrongdoings.

SECTION 5.2. COVENANTS FOR ANNUAL MAINTENANCE CHARGES AND ASSESSMENTS. Subject to the provisions of Section 5.7 of this Declaration, each Lot is hereby severally subjected to and impressed with an Annual Maintenance Charge in an amount to be determined annually by the Board, which Annual Maintenance Charge shall run with the land.

Each Owner of a Lot, by accepting a deed to such Lot, whether so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, the Annual Maintenance Charge imposed against such Lot by virtue of ownership of such Lot as the same shall become due and payable, without demand. The Annual Maintenance Charge shall be a charge and a continuing lien on each Lot, together with all improvements thereon, as hereafter more particularly stated. The Annual Maintenance Charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of the Lot at the time the obligation to pay the Annual Maintenance Charge accrued, but no Member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No Member shall be exempt or excused from paying the Annual Maintenance Charge by restriction of use as stipulated in Section 2.6.F of this Declaration, or waiver of the use or enjoyment of the Common Areas, or any part thereof, or by abandonment of such Owner's Lot or his interest therein.

SECTION 5.3. BASIS AND MAXIMUM ANNUAL MAINTENANCE CHARGE. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Annual Maintenance Charge shall be Five Hundred Dollars (\$500) per Lot. After January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Maintenance Charge may be increased by the Board by an amount not to exceed ten percent (10%) over the prior year's Annual Maintenance Charge without a vote of the Members. After January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Annual Maintenance Charge may be increased above ten percent (10%) only if approved by the vote of not less than two-thirds (2/3rds) of each class of Members. The Annual Maintenance Charge levied against each Lot shall be uniform and notice of the ensuing year's Annual Maintenance Charge will be provided to each Owner at the notice address provided by such Owner to the Association.

SECTION 5.4. DATE OF COMMENCEMENT. Except as otherwise provided with respect to Builders, the Annual Maintenance Charge applicable to each Lot shall commence on the date of conveyance by the Declarant and shall be prorated according to the number of days remaining in the calendar year.

SECTION 5.5. SPECIAL ASSESSMENTS. If the Board determines that the Annual Maintenance Charge is insufficient to provide for the continued operation of the Subdivision or any other purposes contemplated by this Declaration, the Board shall have the authority to levy (on the vote of not less than two-thirds [2/3rds] of each class of Members) a Special Assessment to provide for such continued maintenance and operation. Any Special Assessment shall be payable in the manner determined by the Board and the payment thereof may be enforced in the manner herein specified for the payment of the Annual Maintenance Charge.

SECTION 5.6. ENFORCEMENT OF ANNUAL MAINTENANCE CHARGE. The Annual Maintenance Charge assessed against each Lot shall be due and payable, in advance, on the date of the sale of such Lot to an Owner for that portion of the calendar year remaining, and on the first (161) day of each January thereafter, provided that the Board of Directors, in the Board's sole discretion, may on written request accept monthly or quarterly installments. Any Annual Maintenance Charge which is not paid by the thirty-first (31st) day of January or such other date as established by the Board shall be deemed to be delinquent, and, without notice, shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less, from the date originally due until paid. Further, the Board of Directors shall have the authority to impose, in addition to interest, a monthly late charge on any delinquent Annual Maintenance Charge. To secure the payment of the Annual Maintenance Charge, any Special Assessment and any other sums due hereunder (including, without limitation, interest, late fees, attorneys' fees or monthly late charges), there is hereby created a valid and subsisting lien against each Lot and all improvements for the benefit of the Association, and superior title to each Lot is hereby reserved in the Association. The lien described in this Section 5.6 and the superior title herein reserved shall be deemed subordinate to any Mortgage and any renewal, extension,

rearrangements or refinancing of such Mortgage. The collection of such Annual Maintenance Charge and any other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, costs and attorneys' fees shall be chargeable to and be a personal obligation of the defaulting Owner. Further, the voting rights of any Owner in default in the payment of the Annual Maintenance Charge or other sums owing hereunder for which an Owner is liable and/or any services provided by the Association, may be suspended by action of the Board for the period during which such default exists. Notice of the lien referred to in this Section 5.6 may, but shall not be required to, be given by the recordation with the County Clerk of Oklahoma County, Oklahoma of an affidavit duly executed and acknowledged by an officer of the Association setting forth the amount owed, the name of the Owner and the legal description of such Lot.

Each Owner, by acceptance of a deed to such Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Association the right and power to bring all actions against such Owner for the collection of any unpaid Annual Maintenance Charge and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including both judicial and non-judicial foreclosure pursuant to the Oklahoma Power of Sale Mortgage Foreclosure Act and in addition, by acceptance of the deed to his Lot, each Owner expressly grants, bargains, sells and conveys to the Association, such Owner's Lot, and all rights appurtenant thereto for the purpose of securing the aforesaid Annual Maintenance Charge and any other sums due hereunder remaining unpaid by such Owner from time to time and grants to the Association a power of sale. In the event of the election by the Board to foreclose the lien herein provided for nonpayment of sums secured by such lien, then it shall be the duty of the Association to enforce the lien and to sell such Lot and all rights appurtenant thereto in accordance with the provisions of the Oklahoma Power of Sale Mortgage Foreclosure Act.

At any foreclosure, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorneys' fees, and to apply as a cash credit against such bid all sums due to the Association covered by the lien foreclosed. After any such foreclosure, the Owner shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the Association as purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

SECTION 5.7. SUMS PAYABLE BY DECLARANT. Notwithstanding any provision in this Declaration to the contrary, Declarant shall not be liable for payment of Annual Maintenance Charges or Special Assessments for any Lot which Declarant owns.

SECTION 5.8. NOTICE OF SUMS OWING. On the written request of an Owner, the Association shall provide to such Owner and, if applicable, a prospective lender or purchaser, a written statement setting further the current balance of the Annual Maintenance Charge, Special Assessments, if applicable, and other sums owing by such Owner with respect to his Lot. The Association shall be entitled to charge the Owner a reasonable fee for such statement.

SECTION 5.9. FORECLOSURE OF MORTGAGE. In the event of a foreclosure of a Mortgage, the purchaser at the foreclosure sale shall be responsible only for the Annual Maintenance Charge, Special Assessments, if applicable, and other sums owing to the Association with respect to said Lot after the date of foreclosure sale.

ARTICLE VI

Insurance; Security

SECTION 6.1. GENERAL PROVISIONS. The Association shall, to the extent reasonably available, have and maintain: (a) commercial general liability insurance in an amount determined by the

Board covering all occurrences commonly insured against for death, bodily injury and property damage; (h) Directors' and officers' liability insurance in an amount determined by the Board; and (c) workers' compensation insurance on all Association employees. Other insurance may be obtained if determined by the Board to be necessary or desirable. All premiums for insurance shall be an expense of the Association which shall be paid out of the Maintenance Fund.

SECTION 6.2. INDIVIDUAL INSURANCE. Each Owner, tenant or other Person occupying a Residential Dwelling, shall be responsible for insuring such Lot and Residential Dwelling and the contents and furnishings. Each Owner, tenant or other Person occupying a Residential Dwelling, shall, at his own cost and expense, be responsible for insuring against the liability of such Owner, tenant or occupant.

SECTION 6.3. INDEMNITY OF ASSOCIATION. Each Owner shall be responsible for any costs incurred as a result of such Owner's negligence or misuse or the negligence or misuse of his family, tenants, guests, invitees, agents, employees or any resident or occupant of the Residential Dwelling, and by acceptance of a deed to a Lot does hereby indemnify the Association, the Association's officers, Directors and agents, and all other Owners against any such costs.

SECTION 6.4. SECURITY. The Association and Related Parties shall not in any way be considered an insurer or guarantor of security within the Subdivision. The Association and Related Parties shall not be liable for any loss or damage by reason of failure to provide adequate security or the ineffectiveness of security measures undertaken. Owners, leasees and occupants of all Lots, on behalf of themselves, and their guests and invitees, acknowledge that the Association and Related Parties do not represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems (if any present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, or that fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Owners, leasees, and occupants of Lots on behalf-of themselves, and their guests and invitees, acknowledge and understand that the Association and Related Parties are not an insurer and each Owner, lessee and occupant of any. Lot and on behalf of themselves and their guests and invitees assumes all risks for loss or damage to persons, to Residential Dwellings and to the contents of their Residential Dwelling and further acknowledges that the Association and Related Parties have made no representations or warranties nor has any Owner or lessee on behalf of themselves and their guests or invitees relied on any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems recommended or installed or any security measures undertaken within the Subdivision.

ARTICLE VII

Fire or Casualty: Rebuilding

SECTION 7.1. REBUILDING. In the event of a fire or other casualty causing damage or destruction to a Lot or the Residential Dwelling, the Owner shall within ninety (90) days after such fire or casualty contract to repair or reconstruct the damaged portion of such Lot or Residential Dwelling and shall cause such Lot or Residential Dwelling to be fully repaired or reconstructed in accordance with the original Plans or in accordance with new Plans approved by the Architectural Review Committee, and shall promptly commence repairing or reconstructing such Residential Dwelling to the end that such Residential Dwelling shall not remain in a partly finished condition any longer than reasonably necessary. Alternatively, such damaged or destroyed Residential Dwelling shall be razed and the Lot restored as nearly as possible to its original condition within ninety (90) days of the damage or destruction. In the event that the repair and reconstruction of the Residential Dwelling has not been commenced within ninety (90) days after such fire or casualty and the damaged or destroyed Residential Dwelling has not been razed and the Lot restored to its original condition, the Association and/ or any contractor engaged by the Association shall, on ten (10) days written notice to the Owner at the Owner's last known mailing

address according to the Association's records, have the authority but not the obligation to enter the Lot, raze the Residential Dwelling and restore the Lot as nearly as possible to its original condition. Any costs incurred by the Association to raze the Residential Dwelling and to restore the Lot to its original condition shall be charged to the Owner's Annual Maintenance Account and collected in the manner provided in Article V of this Declaration.

ARTICLE VIII

Amendment, Duration, Annexation and Mercer

SECTION 8.1. AMENDMENT. Except as otherwise provided by law, this Declaration may be amended at any time by a document signed by the Secretary of the Association certifying that not less than two-thirds (2/3rds) of the Owners have voted in favor of such amendment. Such document shall set forth the amendments to this Declaration and be recorded with the County Clerk of Oklahoma County, Oklahoma. Without joinder of Declarant, no amendment may diminish the rights of or increase the liability of Declarant under this Declaration.

SECTION 8.2. DURATION. This Declaration shall remain in full force and effect until January 1, 2031 and shall be extended automatically for successive ten (10) year periods; provided however, that on the approval of no less than two-thirds (2/3rds) of the Owners, this Declaration may be terminated on January 1, 2031 or on the commencement of any successive ten (10) year period by document filed with the County Clerk of Oklahoma County, Oklahoma.

SECTION 8.3. ANNEXATION. Additional land may be annexed and subjected to the provisions of this Declaration by Declarant without the consent of the Members within ten (10) years of the date that this Declaration is recorded with the County Clerk of Oklahoma County, Oklahoma. Thereafter, additional land may be annexed and subjected to the provisions of this Declaration only with the consent of not less than two-thirds (2/3rds) of the Members of the Association present and voting, in person or by proxy, at a meeting of the Members called for that purpose at which a quorum is present. The annexation of additional land shall be effective on filing of record an annexation document with the County Clerk of Oklahoma County, Oklahoma.

SECTION 8.4. MERGER. On a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the merging or consolidating associations as one scheme. No such merger or consolidation shall affect any revocation, change or addition to this Declaration.

ARTICLE IX

Miscellaneous

SECTION 9.1. SEVERABILITY. In the event of the invalidity, partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of this Declaration shall remain in full force and effect.

SECTION 9.2. NUMBER AND GENDER. Pronouns, whenever used herein, and of whatever gender, shall include natural persons, corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 9.3. ARTICLES AND SECTIONS. Article and section headings in this declaration are for convenience of reference and shall not affect the construction or interpretation of this Declaration. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of this Declaration.

SECTION 9.4. DELAY IN ENFORCEMENT. No delay in enforcing the provisions of this Declaration with respect to any breach or violation hereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation at any later time.

SECTION 9.5. LIMITATION OF LIABILITY. Notwithstanding anything provided herein to the contrary, neither the Declarant, the Architectural Review Committee, the Association nor any agent, employee, representative, Member, officer or director thereof shall have any liability of any nature whatsoever for any damage, loss or prejudice suffered, claimed, paid or incurred by any Owner on account of: (a) any defects in any Plans submitted, reviewed or approved in accordance with the provisions of Article III of this Declaration; (b) any defects, structural or otherwise, in any work done according to such Plans; (c) the failure to approve or the disapproval of any Plans, drawings or other data submitted by an Owner for approval pursuant to the provisions of Article III of this Declaration; (d) the construction or performance of any work related to such Plans and drawings; (e) bodily injuries (including death) to any Owner, occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of any such Owner or occupant, or other damage to any Residential Dwelling, improvements or the personal property of any Owner, occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of such Owner or occupant, which may be caused by, or arise as result of, any defect, structural or otherwise, in any Residential Dwelling or improvements or the Plans thereof or any past, present or future soil and/or subsurface conditions, known or unknown; and (f) any other loss, claim, damage, liability or expense, including court costs and attorneys' fees suffered, paid or incurred by any Owner arising out of or in connection with the use and occupancy of any Lot, Residential Dwelling or any other improvements situated thereon.

SECTION 9.6. ENFORCEABILITY. This Declaration shall run with the Subdivision and shall be binding on and inure to the benefit of and be enforceable by Declarant or the Board in the name of Association, their respective legal representatives, successors and assigns, on behalf of the Owners or any aggrieved Owner. If notice and an opportunity to be heard are given, the Association shall be entitled to impose reasonable fines for violations of this Declaration, the Rules and Regulations adopted by the Association or the Architectural Guidelines adopted by the Architectural Review Committee pursuant to any authority conferred on either of them by this Declaration and the Board or Architectural Review Committee, as applicable, shall be entitled to reimbursement of actual attorneys' fees and other reasonable costs incurred in the prosecution of such action. Such fines, fees and costs may, at the Board's option, be added to the Owner's Annual Maintenance Account and collected in the manner provided in Article V of this Declaration.

SECTION 9.7. REMEDIES. In the event any one or more Persons violate any provision of this Declaration, the Declarant, the Association, each Owner or occupant of a Lot within the Subdivision, or any portion thereof; may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or to recover monetary damages caused by such violation. On the violation of any of the provisions of this Declaration by any Owner, in addition to all other rights and remedies available at law, in equity or otherwise, the Association, acting through the Board, shall have the right to suspend the right of such Owner to vote at any regular or special meeting during the period of the violation.

ARTICLE X

Association

SECTION 10.1. MASTER ASSOCIATION. Regency Pointe Property Owners' Association, Inc. is an Oklahoma non-profit corporation organized for the purpose of providing for the maintenance and preservation of all of the properties within the Subdivision.

IN WITNESS WHEREOF, the undersigned, has executed this Declaration on this 17th day of August, 2004, to become effective on recording in the office of the County Clerk of Oklahoma County, Oklahoma. ERC LAND DEVELOPMENT GROUP, LLC, an Arkansas limited liability company

EXHIBIT "A"

Legal Description

All of Regency Pointe Section I, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
REGENCY POINTE SECTION 1,
OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR REGENCY POINTE SECTION 1, OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA (the "First Amendment") is made effective this 2nd day of November, 2004 by ERC LAND DEVELOPMENT GROUP, LLC, an Arkansas limited liability company (the "Declarant"). Words bearing initial capital letters shall have the meanings ascribed to them in the Original Declaration (hereafter defined).

A. The Declarant filed the Final Plat of Regency Pointe Section 1, a part of the NE14, Section 1, T13N, R4W, I.M., Oklahoma City, Oklahoma County, Oklahoma (the "Plat") on August 24, 2004 with the County Clerk of Oklahoma County, Oklahoma in Book 62 at page 19;

B. The Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for Regency Pointe Sec. 1, Oklahoma City, Oklahoma County, Oklahoma (the "Original Declaration") on August 26, 2004 with the County Clerk of Oklahoma County, Oklahoma in Book 9440 at page 1570;

C. The Declarant desires to amend the Original Declaration by means of this First Amendment.

NOW, THEREFORE, the Original Declaration is hereby amended in the following respects:

1. Passenger Vehicles. Subparagraph C, Passenger Vehicles, of Section 2.1, Use Restrictions, is deleted in its entirety and the following is substituted therefor:

"C. **PASSENGER VEHICLES**. Except as provided in Section 2.1, D of this Declaration, no Owner, leasee, tenant or occupant of a Lot, including all individuals who reside with such Owner, leasee or occupant on the Lot, shall park, keep or store any vehicle or pick-up truck in the street for a period for longer than forty eight (48) consecutive hours. For purposes of this Declaration, the term "passenger vehicle" is limited to any vehicle which displays a passenger vehicle license plate issued by the State of Oklahoma or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Oklahoma, and the term "pick-up truck" is limited to a three quarter (3/4) ton capacity pick-up truck which has not been adapted or modified for commercial use. The Association shall have the right to cause any vehicle in violation of any of the foregoing restrictions to be towed in the manner provided in the Oklahoma Transportation Code."

2. Vehicle Repairs. Subparagraph E, Vehicle Repairs, of Section 2.1, Use Restrictions, is deleted in its entirety and the following is substituted therefor:

"E. **VEHICLE REPAIRS**. No passenger vehicle, pick-up truck, mobile home trailer, recreational vehicle, boat or other vehicle of any kind shall be constructed, reconstructed or repaired (including, without implied limitation, oil changes) on any Lot or Street within the Subdivision."

3. Nuisances. Subparagraph F, Nuisances, of Section 2.1, Use Restrictions, is deleted in its entirety and the following is substituted therefor:

"F. **NUISANCES**. No rubbish or debris of any kind shall be placed or permitted to accumulate on or adjacent to any Lot and no odor shall be permitted to emanate therefrom, so as to render any portion of a Lot unsanitary, unsightly, offensive or detrimental to any other Lot or to any Owner. No nuisances shall be permitted to exist or operate on any Lot. Without limiting the generality of any of the foregoing provisions, no

horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot."

4. Animals. Subparagraph K, Animals, of Section 2.1, Use Restrictions, is deleted in its entirety and the following is substituted therefor:

"K. **ANIMALS**. Each Owner may have a maximum of three (3) generally recognized house or yard pets but only if such pets are kept solely as domestic pets and not for commercial purposes. No unleashed dog or other animal is permitted on any Street or Common Area. No animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance. The keeping or housing of poultry, wolf, swine, cattle, horses or other livestock of any kind is prohibited within the Subdivision. The Board shall have the authority to determine, in the Board's sole and absolute discretion, whether a particular animal or bird is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds kept on any Lot is reasonable and the Board's determination shall be final."

5. Temporary Structures and Outbuildings. Subparagraph. C, Temporary Structures and Outbuildings, of Section 2.3, Type of Construction and Materials, are deleted in its entirety and the following is substituted therefor:

"C. **TEMPORARY STRUCTURES AND OUTBUILDINGS**. No structures of a temporary character, trailer (with or without wheels and whether or not attached to a foundation), mobile home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, tent, shack, barn or any other outbuilding, structure or building, other than the permanent Residential Dwelling, the garage, and one (1) complimentary building approved by the Architectural Review Committee shall be placed on any Lot. Any complimentary building on a Lot must be located at the rear of such Lot, must architecturally match the Residential Dwelling, must be no more than one story, must be approved by the Architectural Review Committee and must comply with the Architectural Guidelines. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and to permit Builders to erect, place and maintain such facilities in and on the Property as Declarant, in Declarant's sole discretion, determines to be necessary during a period of, and in connection with the sale of Lots, construction and sale of Residential Dwellings and construction of other improvements within the Subdivision. All such sales and construction facilities shall be located in the area designated by Declarant and landscaped to the approval of the Architectural Review Committee."

6. Foundations. Subparagraph G, Foundations, of Section 2.3, Type of Construction and Materials, is deleted in its entirety and the following is substituted therefor:

"G. **FOUNDATIONS**. Not more than eight inches (6") of vertical surface of the concrete slab of any Residential Dwelling shall be exposed to view from any Street or adjacent Lot. Any slab in excess of eight inches (6") in height above finished grade shall have at least that excess in height covered with the same type, quality and grade of siding or masonry material used in the construction of the Residential Dwelling. In addition, no Builder shall construct a foundation with a pier and beam."

7. Garages. Subparagraph D, Garages, of Section 2.3, If side entry is not chosen, garage doors must be divided so as to have two separate entries and treated in an architecturally appropriate manner, except where a third garage is provided, whereby the dual garage door is not required to be divided, is deleted in its entirety and the following is substituted therefor:

D. **GARAGES**. All garage doors must be designer profile.

8. Exterior Finish. Subparagraph H, Exterior Finish, of Section 2.3, Type of Construction and Materials, is deleted in its entirety and the following is substituted therefor:

"H. **EXTERIOR FINISH**. The exterior of the Residential Dwelling on each Lot must be comprised of not less than eighty percent (80%) brick or masonry material, e.g., stucco, including synthetic stucco or similar material. All brick, stonework and mortar must be approved by the Architectural Review Committee as to type, size, color and application. No concrete block or cinder block shall be used as an exposed building surface."

9. Exterior Lighting. Subparagraph I, Exterior Lighting, of Section 2.3, Type of Construction and Materials, is deleted in its entirety and the following is substituted therefor:

"I. **EXTERIOR LIGHTING**. A minimum of four (4) light fixtures, the plans for which must be submitted to and approved by the Architectural Review Committee, must be installed and operational in front of each Residential Dwelling."

10. Mailboxes. Subparagraph 3, Mailboxes, of Section 2.3, Type of Construction and Materials, is deleted in its entirety and the following is substituted therefor:

"J. **MAILBOXES**. Subject to the Architectural Guidelines, a uniform mailbox shall be installed and maintained on each Lot. Said mailbox shall be consistent with the pattern designated by the Architectural Review Committee. Said pattern is intended to provide a consistent and harmonious appearance throughout the Subdivision. No two (2) Lots shall share a mailbox and each Builder must provide one (1) mailbox per Residential Dwelling."

11. Roofing. Subparagraph K, Roofing, of Section 2.3, Type of Construction and Materials, is deleted in its entirety and the following is substituted therefor:

"K. **ROOFING**. Roof pitch must be a minimum of 8 in 12 pitches with a thirty (30) year laminated asphalt shingle in a weather wood or medium grey color. A Builder may ask for a variance for the above in the event another pitch, shingle or shingle color is suggested. No solar or other energy collection panel, equipment or device shall be installed or maintain on any Lot or Residential Dwelling if visible from any Street. All vents, stacks and other projections from the roof of any structure, shall, to the extent possible, be located on the rear roof."

12. Recreational and Cooking Facilities. Subparagraph N, Recreational and Cooking Facilities, of Section 2.3, Type of Construction and Materials, is deleted in its entirety and the following is substituted therefor:

"N. **RECREATIONAL AND COOKING FACILITIES**. Free standing play-houses and tree houses are permitted and must be located within the rear yard behind a fence so as to not be visible from neighboring Lots. Permanent basketball goals are permitted in the front yard only with Architectural Review Committee approval and must be maintained. While in use, temporary basketball goals are permitted in the front yard. Following use, the temporary basketball goal must be stored in the garage of the Residential Dwelling or horizontally within the rear yard behind a fence so as not to be visible from the Street. Barbecue grills or other types of outdoor cooking equipment and patio furniture shall be located within the rear yard."

13. Landscaping. Subparagraph O, Landscaping, of Section 2.3, Type of Construction and Materials, is deleted in its entirety and the following is substituted therefor:

"O. **LANDSCAPING**.

- 1) The landscaping shall be as follows: The front yard of all Residential Dwellings must have two (2) trees with a minimum of 2-1/2 inch caliper, two (2) 25-gallon plants, ten (10) 5-gallon plants and twenty (20) 3-gallon plants. All corner Residential Dwellings must satisfy the above requirements and in addition, on the side yard facing the Street, five (5) 5-gallon and ten (10) 3-gallon plants.
- 2) Each Owner shall be required to maintain the landscape plan, inclusive of the landscape lighting plan, submitted and approved by the Architectural Review Committee.
- 3) Nothing in the Declaration shall be deemed to permit any vegetable, herb or similar gardens or plants being planted on any Lot.
- 4) No Owner shall allow the grass to grow to a height in excess of six (6) inches as measured from the surface of the ground.
- 5) Seasonal or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations, etc.) shall be removed by the Owner from each Lot and the exterior of the Residential Dwelling within fifteen (15) days after such holiday.
- 6) The planting of any fence or structure on the Common Areas by an Owner is strictly prohibited.
- 7) All Lots are to have a full yard sprinkler system."

14. Location of Improvements Setbacks. Subparagraph D, Location of Improvements Setbacks, of Section 2.4, Size and Location and Orientation of Residences, is deleted in its entirety and the following is substituted therefor:

"D. **LOCATION OF IMPROVEMENTS SETBACKS.** No Residential Dwelling, garage or Improvement on any Lot other than fencing and/or landscaping approved by the Architectural Review Committee shall be located nearer to the front building line than that shown on the Plat. No Residential Dwelling, garage or improvement other than approved fencing or landscaping on any Lot shall be located nearer to the rear or side property lines than five (5) feet."

15. Construction. Subparagraph A, Construction, of Section 2.5, Walls and Fences, is deleted in its entirety and the following is substituted therefor:

"A. **CONSTRUCTION.** The type of materials utilized for (including the color thereof) and the location of all fences, walls, hedges, pergolas and other structures must be approved by the Architectural Review Committee. All replacement fences or walls must be constructed of materials consistent with, and visually compatible to, the materials used in the construction of the original. In no event shall any fence be constructed of chain link or PVC. In the case of Lake Front Lots, four foot (4') high black wrought iron fencing shall be constructed on the property line adjacent to the Lake."

16. Drainage. Subparagraph E, Drainage, of Section 2.6, Reservations and Easements, is deleted in its entirety and the following is substituted therefor:

"E. **DRAINAGE.** No Owner of a Lot shall alter, change or modify the drainage amount or directional flow from that approved by the City of Oklahoma City at the time of issuance of the Certificate of Occupancy for such Lot. The Declarant or the Association may, but shall not be required to, install drainage inlets or underground drains within the utility easement on affected Lots. In no event shall an Owner obstruct or interfere with any portion of the drainage system."

17. Effect of Modifications. Except as specifically modified by this First Amendment, the Original Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been executed by the Declarant effective the date first above written.

ERC LAND DEVELOPMENT GROUP, LLC, an Arkansas limited liability company

RATIFICATION

THIS RATIFICATION is executed by BRIDGEPORT DEVELOPMENT GROUP, L.L.C. ("Bridgeport"), and attached as an integral part of the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for Regency Pointe Section 1, Oklahoma City, Oklahoma County, Oklahoma (the "First Amendment"), dated November 2, 2004, executed by ERC Land Development Group, LLC, an Arkansas limited liability company. Unless otherwise defined herein, the words bearing initial capital letters are intended to have the meanings defined in the Declaration of Covenants, Conditions and Restrictions for Regency Pointe Section I, Oklahoma City, Oklahoma County, Oklahoma recorded on August 26, 2004 with the County Clerk of Oklahoma County, Oklahoma in Book 9440 at page 1570, as same may be amended from time to time.

AGREEMENTS:

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bridgeport as the record owner of :

Lots One (1) and Three (3) in Block One (1), Lots Two (2) and Nine (9) in Block Three (3) and Lot Eleven (11) in Block Four (4) of REGENCY POINTE SECTION 1, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof (the "Bridgeport Lots"),

hereby represents to and agrees with the Declarant as follows: (a) Bridgeport has examined and hereby consents to the Declarant's execution and recordation of the First Amendment with the County Clerk of Oklahoma County, Oklahoma; and (b) Bridgeport agrees that the Bridgeport Lots shall be subject to the First Amendment and any further amendments thereto.

IN WITNESS WHEREOF, Bridgeport has executed this Ratification effective November 2004.

BRIDGEPORT DEVELOPMENT GROUP, L.L.C.

RATIFICATION

THIS RATIFICATION is executed by EGAN ENTERPRISES, INC. ("Egan"), and attached as an integral part of the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for Regency Pointe Section 1, Oklahoma City, Oklahoma County, Oklahoma (the "First Amendment"), dated November 2, 2004, executed by ERC Land Development Group, LLC, an Arkansas limited liability company. Unless otherwise defined herein, the words bearing initial capital letters are intended to have the meanings defined in the Declaration of Covenants, Conditions and Restrictions for Regency Pointe Section 1, Oklahoma City, Oklahoma County, Oklahoma recorded on August 26, 2004 with the County Clerk of Oklahoma County, Oklahoma in Book 9440 at page 1570, as same may be amended from time to time.

AGREEMENTS:

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Egan as the record owner of :

Lot Twenty-Five (25) in Block Three (3) of REGENCY POINTE SECTION 1, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof (the "Egan Lot"),

hereby represents to and agrees with the Declarant as follows: (a) Egan has examined and hereby consents to the Declarant's execution and recordation of the First Amendment with the County Clerk of Oklahoma County, Oklahoma; and (b) Egan agrees that the Egan Lot shall be subject to the First Amendment and any further amendments thereto.

IN WITNESS WHEREOF, Egan has executed this Ratification effective November 52004.

EGAN ENTERPRISES, INC.

RATIFICATION

THIS RATIFICATION is executed by NEAL McGEE HOMES, INC. ("McGee"), and attached as an integral part of the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for Regency Pointe Section 1, Oklahoma City, Oklahoma County, Oklahoma (the "First Amendment"), dated November 2, 2004, executed by ERC Land Development Group, LLC, an Arkansas limited liability company. Unless otherwise defined herein, the words bearing initial capital letters are intended to have the meanings defined in the Declaration of Covenants, Conditions and Restrictions for Regency Pointe Section 1, Oklahoma City, Oklahoma County, Oklahoma recorded on August 26, 2004 with the County Clerk of Oklahoma County, Oklahoma in Book 9440 at page 1570, as same may be amended from time to time.

AGREEMENTS:

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, McGee as the record owner of :

Lots Twelve (12) and Twenty-Four (24) in Block Three (3), Lot Ten (10) in Block Four (4) of REGENCY POINTE SECTION 1, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof (the "McGee Lot"),

hereby represents to and agrees with the Declarant as follows: (a) McGee has examined and hereby consents to the Declarant's execution and recordation of the First Amendment with the County Clerk of Oklahoma County, Oklahoma; and (b) McGee agrees that the McGee Lot shall be subject to the First Amendment and any further amendments thereto.

TN WITNESS WHEREOF, McGee has executed this Ratification effective November 52004.

NEAL McGEE HOMES, INC.

**FIRST SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR REGENCY POINTE,
A RESIDENTIAL COMMUNITY TO THE CITY OF OKLAHOMA
CITY, OKLAHOMA COUNTY, OKLAHOMA**

FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR REGENCY POINTE, A RESIDENTIAL COMMUNITY TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA

THE SAME BEING AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE NORTHEAST QUARTER OF SECTION ONE (1), TOWNSHIP THIRTEEN (13) NORTH, RANGE FOUR (4) WEST OF THE INDIAN MERIDIAN, ACCORDING TO THE RECORDED PLAT(S) THERETO.

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "First Supplemental Declaration") is made this 15TH day of March, 2007, by EAST-WEST DEVELOPMENT, LLC, an Oklahoma limited liability company (the "Declarant").

Section 1 - Purpose of Supplemental Declaration.

The Declarant is the Declarant of Regency Pointe and is the sole owner of the real property contained within and made a part of Regency Pointe Section 2, which is a platted addition recorded at Plat Book 65, Page 65 with the Oklahoma County Clerk and more particularly described at Exhibit "A" attached hereto. The Declarant intends by the recording of this First Supplemental Declaration to subject, add and annex Regency Pointe Section 2 to the Declaration of Covenants, Conditions and Restrictions for Regency Pointe Sec. 1, Oklahoma City, Oklahoma County, Oklahoma filed in Book 9440 at Page 1570 on August 26, 2004 with the Oklahoma County Clerk for Regency Pointe Sec. 1, Oklahoma City, Oklahoma County, Oklahoma, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Regency Pointe Section 1 to the City of Oklahoma City, Oklahoma County, Oklahoma filed in Book 9521 at Page 851 on November 9, 2004 with the Oklahoma County Clerk (the Declaration and Supplemental Declaration are hereby referred to jointly as the "Declaration"), including any additional amendments and supplements thereto. Terms bearing initial capital letters, unless defined herein, shall have the meaning ascribed to them in the Declaration. The Declarant executes and adopts this First Supplemental Declaration pursuant to authority granted and reserved within the Declaration.

Section 2 - Supplemental Declarations.

Section 2.1. Addition, Annexation and Subjection of Regency Pointe Section 2. Pursuant to the authority and right reserved and granted within the Declaration at Article VIII and elsewhere, the Declarant hereby subjects the real property within Regency Pointe Section 2 to the Declaration and any amendments and supplemental declarations thereto. The Declarant adopts the Declaration and any amendments and supplemental declarations thereto in their totality and subjects and impresses each of them against all real property contained within Regency Pointe Section 2 with the intent that each covenant shall touch, concern and run with the real property contained in Regency Pointe Section 2 from the date of recording this First Supplemental Declaration, including that all Owners of Lots shall be members of the Association.

Section 3 - Modification of Assessment Charged to Builders.

With respect to the assessments charged to Builders of Regency Pointe Section 2 and subsequent sections of Regency Pointe, paragraph I of Section 1 of the Declaration is hereby modified to read as follows:

"I. BUILDER(S) - Builders approved by the Declarant who purchase Lots in bulk (multiple) fashion for the purpose of building Residential Dwellings which will be sold to the general public. Builders shall not be responsible for Annual Maintenance Charges on a Lot until the passage of one (1) year from the date of the Builder's acquisition of such Lot."

Section 4 -- Additional Declarations.

All other terms and provisions, including but not limited to covenants, conditions, restrictions, definitions and exhibits found within the Declaration and any amendments and supplemental declarations thereto are hereby incorporated by reference as if each were fully set out within this First Supplemental Declaration. All such terms and provisions, unless expressly and specifically modified by this First Supplemental Declaration, shall remain in effect as first recorded in the Declaration as amended, Declarant hereby reaffirming the same.

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Supplemental Declaration effective the date and year first written above.

EAST-WEST DEVELOPMENT, LLC, an Oklahoma limited liability company

EXHIBIT "A"
Legal Description
[metes and bound legal description purposely omitted]