

Renaissance

at Oak Tree Park

*Owner's Certificate
restrictions, covenants, bylaws*

Phase 3

Phase 4

Phase 5

**homeowners in phases 3, 4 and 5 please note.. the covenants, restrictions and bylaws found in the phase 1 document apply to your home. There are amendments that have been made for the specific phase of the neighborhood you live in that may differ slightly from phase 1. We will enforce the amendments for your phase according to these documents.*

0007 2006137142
Bk 10239
Pg 1623-1624
DATE 09/11/06 14:27:51
Filing Fee \$19.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Gaudin

Lawyers Title of Oklahoma City, Inc. W
Lawyers Title Building - Suite 100
1141 N. Robinson
Oklahoma City, OK 73103 A

**SUPPLEMENTAL DECLARATION AND DECLARATION OF AMENDED
RESTRICTIONS FOR OAK TREE PARK 5th ADDITION TO EDMOND,
OKLAHOMA**

THIS SUPPLEMENTAL DECLARATION AND DECLARATION OF AMENDED RESTRICTIONS FOR OAK TREE PARK 5th ADDITION TO EDMOND, OKLAHOMA (this "Supplemental Declaration"), is made and entered into by Oak Tree Park Development, L.L.C., an Oklahoma limited liability company (the "Declarant").

WITNESSETH

WHEREAS, on September 28, 1998, Declarant filed that certain Declaration of Covenants and Restrictions for Oak Tree Park Homeowners Association (The "Original Declaration") which was recorded in Book 7413, page 1536, in the office of the County Clerk, Oklahoma County, Oklahoma (the "Official Records"); and

WHEREAS, on August 12, 1999, Declarant filed that certain Amendment to the Owners Certificate and Restrictions for Oak Tree Park 2nd Addition to the City of Edmond, Oklahoma County, Oklahoma (the "Amendment to the Original Declaration"), which was recorded in Book 7661, page 731, in the Official Records (the Original Declaration and the Amendment to the Original Declaration are hereinafter collectively referred to as the "Declaration"); and

WHEREAS, the real property described on Exhibit "A" of the Original Declaration (The "Development"), constitutes the lands which were originally subjected by the Declaration to the operation and control thereof and the real property described on Exhibit "C" of the Original Declaration (the "Additional Property") constitutes those additional properties which may be subjected to the operation and control of the Declaration; and

WHEREAS, pursuant to the provisions of Section 2.2 of the Original Declaration, the Declarant possesses the option and the right to subject from time to time portions of the Additional Property to the operation and control of the Declaration to be included as part of the Development and said option may be exercised under the Declarant's sole discretion by the execution of a supplemental declaration to be recorded in the Official Records; and

20512-080009

4/19

WHEREAS, Declarant is the owner and developer of that certain real property described on Schedule "A" attached hereto (the "Subject Property") which is a part of the real property constituting the Additional Property pursuant to the Original Declaration; and

WHEREAS, it is the intent of Declarant under the terms and provisions of the Original Declaration to subject the Subject Property to the lien, operation, encumbrance and control of the Declaration; and

WHEREAS, it is further the intent of the Declarant that, in addition to the provisions of Article VI of the Original Declaration (the "Original Declaration Developmental Restrictions"), the Subject Property shall additionally be subject to those covenants, conditions and restrictions (the "Additional Developmental Restrictions") originally set forth in that certain Supplementary Declaration Oak Tree Park 3rd Addition to Edmond, Oklahoma (the "Declaration of Restrictions"), recorded in Book 8456, page 941, in the Official Records, except for those covenants, conditions and restrictions set forth in Paragraph 16a thereof, and subsequently included in the Supplemental Declaration Oak Tree Park 4th Addition to Edmond, Oklahoma (the "Declaration of Restrictions"), recorded in Book 9472, page 1631, in the Official Records. The Additional Developmental Restrictions are intended to impose a higher standard with respect to the development of the Subject Property than those imposed by the Original Declaration Developmental Restrictions.

WHEREAS, in order to accomplish the foregoing, Declarant has executed this Supplemental Declaration.

NOW, THEREFORE, Declarant, pursuant to the provisions of Section 2.2 of the Original Declaration, hereby amends the Declaration as follows:

1. The Subject Property, as described on Schedule "A" hereto, is hereby subject to the provisions of the Declaration, other than the Original Declaration Developmental Restrictions, effective upon the recording of this Supplemental Declaration in the Official Records.
2. The Subject Property is subjected to the Additional Developmental Restrictions set forth in the Declaration of Restrictions, effective upon recording of this Supplemental Declaration in the Official Records, which shall thereafter be enforceable with respect to the Subject Property. The Declaration of Restrictions shall be deemed modified for the purposes of this Supplemental Declaration so that all references therein to "Oak Tree Park 4th" shall instead be deemed to refer to "Oak Tree Park 5th".
3. Except as set forth herein, all other covenants, conditions, restrictions, terms, conditions and provisions of the Declaration shall remain in full force and effect, fully and completely applicable to the Subject Property.

This Space Reserved for Recording Information

38 64
Pg 1 of 1
DATE 09/11/06 14:10:13
Filing Fee \$30.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Tulsa, Oklahoma

PLAT

NAME OF PLAT Oaktree Park 5th Addition to Edmond

SUBDIVISION OF part of the SE 1/4, Sec. 10, T-14-N, R-3-W, I.M.

GRANTOR Oak Park Development LLC

GRANTEE Public

ABSTRACT COMPANY American Eagle Title Insurance Company

LEGAL DESCRIPTION

LOTS

BLOCKS

2-10

18

1-18

20

1-14

21

1-16

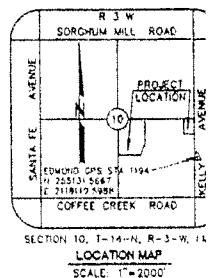
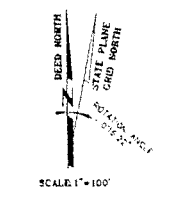
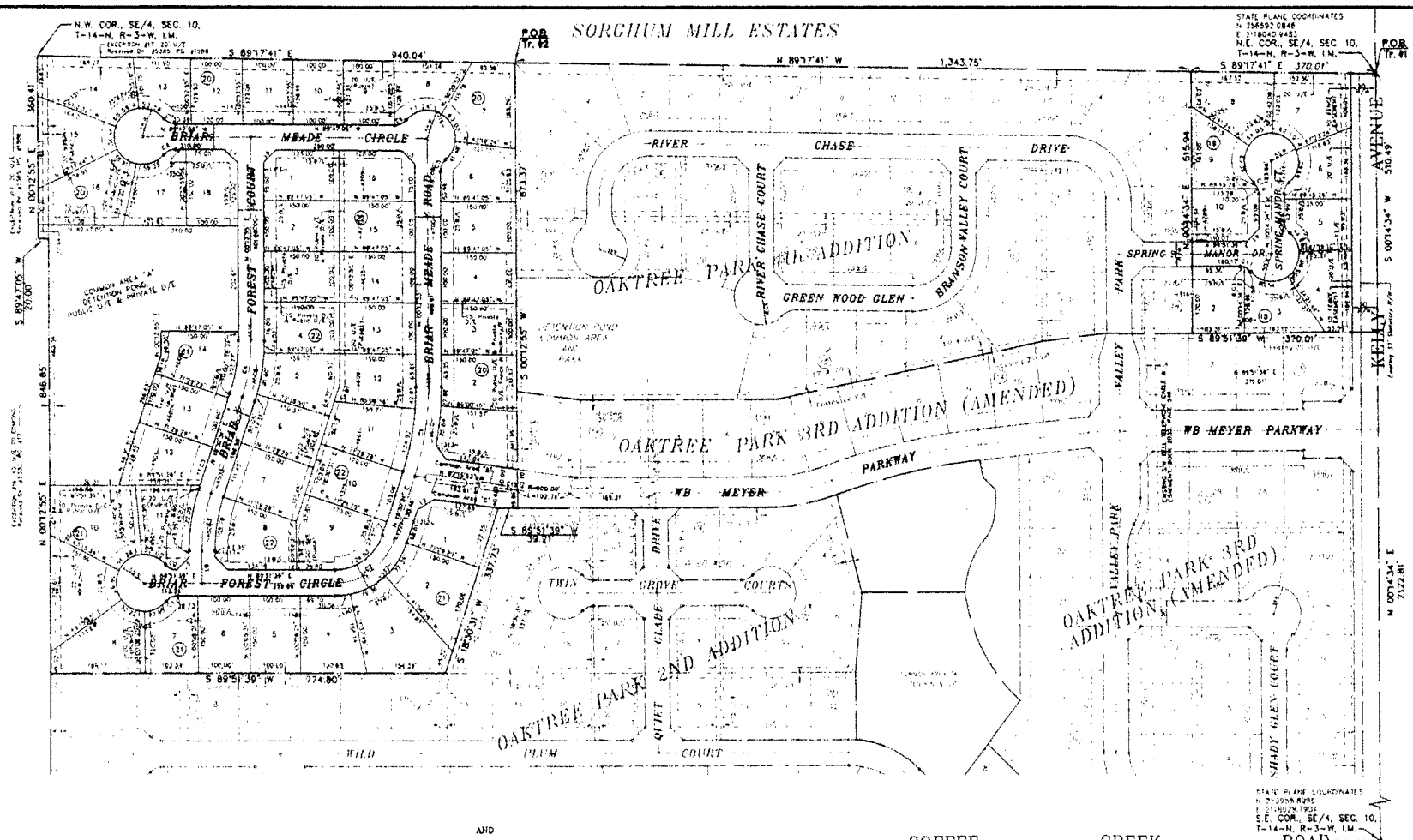
22

Common Area

"A"

"B"

"C"



LINE	LENGTH	BEARING
1	17.51	N 89°17'41\"
2	13.37	N 89°17'41\"
3	37.73	N 89°17'41\"
4	10.00	N 89°17'41\"
5	10.00	N 89°17'41\"
6	10.00	N 89°17'41\"
7	10.00	N 89°17'41\"
8	10.00	N 89°17'41\"
9	10.00	N 89°17'41\"
10	10.00	N 89°17'41\"
11	10.00	N 89°17'41\"
12	10.00	N 89°17'41\"
13	10.00	N 89°17'41\"
14	10.00	N 89°17'41\"
15	10.00	N 89°17'41\"
16	10.00	N 89°17'41\"
17	10.00	N 89°17'41\"
18	10.00	N 89°17'41\"
19	10.00	N 89°17'41\"
20	10.00	N 89°17'41\"

LEGAL DESCRIPTION OAKTREE PARK 5th ADDITION
 A tract or portion of land lying in the Southeast Quarter (SE 1/4) of Section Ten (10), Township Fourteen North (T-14-N), Range Three West (R-3-W) of the Indian Meridian in the City of Edmond, Oklahoma County, Oklahoma, and being more particularly described as follows:

Beginning at the NE corner of said Southeast Quarter (SE 1/4), THENCE South 89°17'41\"

AND
 A tract or portion of land lying in the Southeast Quarter (SE 1/4) of Section Ten (10), Township Fourteen North (T-14-N), Range Three West (R-3-W) of the Indian Meridian in the City of Edmond, Oklahoma County, Oklahoma, and being more particularly described as follows:
 COMMENCING at the northeast (NE) corner of said Southeast Quarter (SE 1/4), THENCE North 89°17'41\"

COFFEE CREEK ROAD

Laxman P. Goddard, Professional Engineer No. 11022
 State of Oklahoma
 Laxman P. Goddard, Professional Engineer No. 11022

CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	BEARING	OFF
1	17.51	1000.00	17.51	17.51	17.51	N 89°17'41\"	0.00
2	13.37	1000.00	13.37	13.37	13.37	N 89°17'41\"	0.00
3	37.73	1000.00	37.73	37.73	37.73	N 89°17'41\"	0.00
4	10.00	1000.00	10.00	10.00	10.00	N 89°17'41\"	0.00
5	10.00	1000.00	10.00	10.00	10.00	N 89°17'41\"	0.00
6	10.00	1000.00	10.00	10.00	10.00	N 89°17'41\"	0.00
7	10.00	1000.00	10.00	10.00	10.00	N 89°17'41\"	0.00
8	10.00	1000.00	10.00	10.00	10.00	N 89°17'41\"	0.00
9	10.00	1000.00	10.00	10.00	10.00	N 89°17'41\"	0.00
10	10.00	1000.00	10.00	10.00	10.00	N 89°17'41\"	0.00
11	10.00	1000.00	10.00	10.00	10.00	N 89°17'41\"	0.00
12	10.00	1000.00	10.00	10.00	10.00	N 89°17'41\"	0.00
13	10.00	1000.00	10.00	10.00	10.00	N 89°17'41\"	0.00
14	10.00	1000.00	10.00	10.00	10.00	N 89°17'41\"	0.00
15	10.00	1000.00	10.00	10.00	10.00	N 89°17'41\"	0.00
16	10.00	1000.00	10.00	10.00	10.00	N 89°17'41\"	0.00
17	10.00	1000.00	10.00	10.00	10.00	N 89°17'41\"	0.00
18	10.00	1000.00	10.00	10.00	10.00	N 89°17'41\"	0.00
19	10.00	1000.00	10.00	10.00	10.00	N 89°17'41\"	0.00
20	10.00	1000.00	10.00	10.00	10.00	N 89°17'41\"	0.00

Final Plat of
OAKTREE PARK 5th ADDITION
 To The City of Edmond, Oklahoma County, Oklahoma
 A Part Of The SE 1/4, Section 10, T-14-N, R-3-W, I.M.

Laxman P. Goddard, Professional Engineer No. 11022
 State of Oklahoma
 Laxman P. Goddard, Professional Engineer No. 11022

PREPARED BY:
MGR INC.
 ENGINEERS & PLANNERS
 2410 15th Street, Edmond, Oklahoma 73116
 405-261-1100
 DATE: 08/28/06

**SUPPLEMENTARY DECLARATION
OAKTREE PARK 3RD ADDITION TO EDMOND, OKLAHOMA**

ARTICLE I

CLASSIFICATIONS, USES AND RESTRICTIONS

1.1 Permitted Uses. The permitted uses, easements, and restrictions for Lots (excluding the common areas) covered by this Declaration shall be as follows:

1) No building shall be erected, placed or altered on any lot located in the above described addition until after the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in said subdivision, and as to location of the building with respect to topography and finished ground elevation, and with respect to side lot and front building setback lines, by the Oaktree Park Architectural Review Committee.

2) All of the lots in "Oaktree Park 3rd", above described, shall be known as, and reserved exclusively for use as residential lots and/or residential building sites, and no structures shall be erected, altered, placed or permitted to remain on any lot and/or building site in said addition, other than one detached single-family residence not to exceed 2 1/2 stories in height, and a private garage for not less than two (2) cars but not more than four (4) cars.

3) No building or structures of any sort may ever be placed, erected or used for church, business, trade, or commercial purposes on any portion of any lot or block in "Oaktree Park", except that this prohibition shall not apply to any building or structure that may be placed on any lot, or portion of a lot, in "Oaktree Park 3rd" that is used i) exclusively by a public utility company in connection with the furnishing of public utility service to such addition. ii) within the common areas with approval of the Board of the Homeowners Association.

4) No church, business, professional office, trade or commercial activity of any sort may ever be conducted in any residence or building of any sort, or upon any portion of any lot or block in "Oaktree Park 3rd", except upon any lot or portion of a lot in said addition that is used exclusively by any public utility company in the furnishing of public utility service to such addition, all as referred to in paragraph (3) hereinabove.

- 5) All fencing and/or screening must be approved in writing by the Architectural Review Committee in advance of its installation. No fence or walls of any type or nature whatsoever shall be installed on the front portion of any lot in this subdivision on the recorded plat of "Oaktree Park 3rd" between the front lot line and the front building set back line unless approved by the Architectural Review Committee. It is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape front yards.
- 6) No vehicle or equipment of any kind shall be constructed, reconstructed or repaired upon any Lot in such a manner as will be visible from neighboring property. The provisions of this paragraph shall not apply to emergency vehicle repairs.
- 7) No parking and/or storage of trailers, boats and/or vehicles which are not normally used as every-day transportation will be allowed on streets, Lots or Common Areas, except where adequate screening has been previously provided and the Architectural Committee has given its prior approval thereto.
- 8) No truck exceeding one (1) ton, trailer, camper, trailer, motor home, airplane, boat, boat trailer, bus or commercial vehicle, or any motor vehicle specified in writing by the Association, other than a standard passenger car, van or pick-up truck not exceeding one (1) ton, shall be parked or permitted to remain on the driveway of, in the front yard, side yard in front of front fence line, or street adjacent to, any residential plot in this subdivision, except for such period of time as may be absolutely necessary in order to pick up or deliver materials or to do work or make repairs on the property. It is the intent of this requirement that the owners and occupants of residential buildings in the subdivision shall not use the streets for habitual parking without prior approval from the Association. Parking for special events is not permitted on WB Meyer Parkway without the approval of Oaktree Park Homeowners Association.
- 9) No noxious or offensive trade or activity shall ever be carried on upon any lot and/or building site in "Oaktree Park 3rd", nor shall anything ever be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 10) No trash, ashes, or other refuse may be thrown, placed or dumped on any vacant lot in "Oaktree Park 3rd."

11) No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed, or harbor infectious plants, diseases or noxious insects.

12) No signs whatsoever (including, but not limited to, commercial, political, and similar signs) shall be erected or maintained on any Lot except: Signs may be required by legal proceedings, During time of construction of any building or other Improvement, one job identification sign not larger than 18 by 24 inches in height and width and having a face are not larger than three square feet; signs installed by the Declarant, signs, the nature, number, and location which have been approved in advance in writing by the Architectural Review Committee. All signs must be set back a minimum of ten (10) feet from the curb.

13) No more than one (1) single-family detached residence shall be erected on any residential lot or building site in "Oaktree Park 3rd" and where the whole or parts of two or more adjoining residential lots are combined to form a single building site, no more than one (1) single-family residence shall be constructed on such building site. No subdivision or combination of parts of any two (2) lots shall result in a building site having less than seventy (70) front feet measured at the front building limit line. All overhead garage doors must either be side entry, rear entry or if facing the street from the front they must be at least four (4) feet back from the front of the house.

Complete plans including plot plans, elevations, floor plans, specifications, and landscape plans for any structure proposed to be erected must first be submitted to the Declarant and written approval thereof obtained from the Declarant prior to the commencement of any construction upon all Lots. Plans are not to be returned, but will be kept in a permanent file by Declarant.

Plans shall be for a residential dwelling having a minimum of 2600 square feet air-conditioned living space excluding the garage with features which comply with and conform to applicable zoning ordinances and the Restrictive Covenants and the plat of the Subdivision. Footing and stem foundation construction is required. No exposed stem walls and/or or concrete. Chimneys will be of brick, stone or other material approved by the Architectural Review Committee. No wood chases are acceptable.

All street fronted windows used in "Oaktree Park 3rd" shall be constructed of wood frames and sashes shall be

wood. Exterior finish shall be painted wood or clad in either aluminum or vinyl. No metal muntins or muntins between the glazing will be accepted. True divided light windows are the appearance that is being sought. Exterior muntin bars are required.

Construction Period - Upon commencement of excavation for construction on any lot or lots in the "Oaktree Park 3rd" plat, the work must be continuous, weather permitting, until the residence and other improvements are completed. No delay in the course of construction within a period of fourteen (14) months will be permitted, unless further extension of time for the completion of said Residence and Improvements is given by the Declarant. If no such consent is given, the Declarant or its designee may, but shall not be obligated to, complete such construction

All variances from city codes must be approved by the Architectural Review Committee in advance of construction and all approvals shall be in writing.

The Architectural Review Committee shall regulate the external design, appearance, use, location and maintenance of the properties and of the improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

14) Every outbuilding erected on any of said Lots shall, unless the Association otherwise consents in writing correspond in style and architecture to the residence to which it is appurtenant. No outbuilding shall exceed 500 square feet in size. Outbuildings such as cabanas, greenhouses, playhouses, pergolas and similar buildings erected on any said Lots shall be approved, in advance of construction by the Association within thirty (30) days after submission. No garage or outbuilding on any Lot shall be used as a residence or living quarters. No garage may be converted to living quarters.

15) No main residential building, or any part thereof, shall ever be located nearer to the front lot line, or nearer to the side street lot line, than the minimum building set-back lines shown on the recorded plat of "Oaktree Park 3rd", and identified thereon as "Bldg. Line". Moreover, no residential structure shall be located nearer than five (5) feet to any side lot line, as shown on the recorded plat of "Oaktree Park 3rd", provided, however, that where the whole or parts of two or more adjoining lots are used for a single residential building site, then the aforesaid side lot line restrictions shall not apply on the two or more contiguous sides of said

lots, and in lieu thereof, shall apply to the exterior side boundary lines of the actual residential building site used. The aforesaid side lot lines, or side boundary lines, also shall not apply to a detached garage or other outbuilding located sixty (60) feet, or more, from the front lot line of the residential lot or building site on which said outbuilding is erected, provided, however, said outbuilding must be at least five (5) feet from the nearest side lot line or side boundary line. For the purpose of the covenants (in this paragraph), eaves, steps, patios, open porches, fences, driveways or walkways shall not be considered as a part of the residential building, provided, however, that this shall not be construed to permit any portion of a residential building on a lot and/or building site to encroach upon the adjoining lot and/or building site. Furthermore, no detached garage or other outbuilding shall be permitted in the easements reserved for utilities and shown on the recorded plat of "Oaktree Park 3rd".

16) No single-family residential building shall ever be constructed or erected on any lot and/or building site in "Oaktree Park 3rd" unless the ground floor area of said residence, excluding one-story open porches, breezeways and attached garages, is not less than two thousand six hundred (2,600) square feet, except that in the case of a two-story or one and one-half story single family residential dwelling, the ground floor area of said residence, excluding one-story open porches, breezeways and attached garages, shall be not less than one thousand seven hundred (1,700) square feet, provided, however, that in the case of what is commonly known as a "split level residence", the total floor area of all levels of the main residential building shall be included in determining that said ground floor area is not less than one thousand seven hundred (1,700) square feet, as herein provided.

16a) Lots 1, 2, 3 of Block 10; Lot 1 of Block 12, Lots 1, 2, 3 of Block 13; Lots 1, 2, 3, 4, 5, 6, 7, 8 of Block 14; shall be restricted to:

1. True two-story single family residential dwellings with a minimum of three thousand five hundred (3,500) square feet excluding open porches, breezeways and attached garages;
2. All windows shall be wood as described in Article I #13
3. All garage doors to be wooden or wood covered.

- 17) A minimum of sixty percent (60%) of the actual exterior walls of the main residential building and attached or detached garage, measured from the ground level up to the equivalent of the first floor ceiling (excluding all exterior doors, windows and garage doors), must be constructed of brick, brick veneer, stone, stone veneer or other masonry, provided, however, a majority of the above provided Architectural Review Committee may, in its discretion, waive in whole or in part the restrictions in this paragraph applicable to exterior walls, provided such waiver is obtained in writing in advance of such construction.
- 18) Acceptable roofing material in "Oaktree Park 3rd" shall be 40 year or more asphalt composition shingle similar to, but not limited to Elk Products-Prestige P+ or Timberline Ultra Series. Color: Weatheredwood or Shadow or other colors that are of matching tone, in the event these named colors are not available. Valleys must be copper or painted metal. Fire resistant wood shingles may also be used. Any deviation from these must be approved in writing in advance by the Architectural Review Committee.
- 19) No leaching cesspool shall ever be constructed and/or used on any lot and/or block in "Oaktree Park 3rd".
- 20) No existing erected building or structure of any sort may be moved onto and/or placed on any of the above described lots, building sites, or blocks located in "Oaktree Park 3rd", it being the intention of this covenant definitely to prohibit the moving onto and/or placing of existing residential structures on any of the lots and/or blocks in said "Oaktree Park 3rd."
- 21) No wind-powered electric generators of any kind shall be erected in "Oaktree Park 3rd".
- 22) No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors on any Lot whether attached to a building or structure or otherwise, without the prior written consent of the Architectural Review Committee.
- 23) Solar collection devices; plans for such devices shall be submitted to the architectural committee for approval of aesthetic compatibility with the architectural appearance of other residences in "Oaktree Park 3rd". Such solar collection devices shall be either screened from view of the public street or structurally integrated into

the residence in such a way as to be architecturally unobtrusive when viewed from the public street.

24) Subject to the dedication in favor of the City of Edmond of easements for surface water drainage, detention and for public utility installations and maintenance are hereby reserved across the rear of certain lots and along side of certain lots and as designated in other places, in accordance with the designations, "Util. & Drg. Ease.", "D & U/E." and "detention & D/E" all as shown upon the recorded plat of "Oaktree Park 3rd". The Declarant specifically reserves the right at any time hereafter to amend, extinguish or vacate the aforesaid drainage and utility easements and rights of way as to all or portions of the above described property insofar as such drainage utility easements and rights of way are not actually in use.

25) No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement.

26) No building or other structural improvement shall be constructed or maintained upon any Lot that would in any way impede natural drainage. During construction of any improvements on any lot, erosion control must be maintained by the Owner/Builder to control runoff onto the street, common areas, or adjoining property.

27) Historical elevations shall be influenced by East Coast architecture such as, but not limited to:

Greek Revival	<u>TO BE EXCLUDED:</u>
French Colonials	Contemporary
Georgian Design	Victorian
Federal Design	North Dallas (gabled look
Cape Cod	with fancy brickwork)
Williamsburg	
Dutch	
Salt Box	
Acadian	
Country Farm House	

28) All mailboxes must be approved by the Declarant or the Architectural Review Committee.

- 29) Each Owner of an improved Lot shall, at the Owner's expense, keep all shrubs, trees, grass, ground cover and plantings of every kind on his Lot properly mowed and maintained, and free of washes, deadwood, weeds, green-briar, and other unsightly material.
- 30) No owner shall remove, alter, injure or interfere in anyway with any shrubs, trees or plantings upon the Common areas without prior written consent of the Architectural Review Committee.
- 31) No swimming pools with a capacity of more than 150 gallons of water shall be installed, placed, erected or maintained above the surface of the ground of any lot.
- 32) No sculpture or lawn ornaments of any kind will be permitted in yards visible from the street without the written consent of the Architectural Review Committee.
- 33) Should the owner and/or tenant of any lot or lots or building sites in "Oaktree Park 3rd" violate any of the restrictive covenants and /or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein, after reasonable notice, then in such event, any owner of any lot or building site in "Oaktree Park 3rd" may institute legal proceedings to enjoin, abate and/or correct such violation or violations, and the owner of the lot or lots or building sites permitting the violations, of such restrictions and/or conditions shall pay all attorney fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions. Said attorney fees to be fixed by the Court, for the aforesaid violation or violations shall become a lien upon the land, as of the date legal proceedings were originally instituted, and said lien shall be subject to the foreclosure in such action, so brought to enforce such restrictions, in the same manner as liens upon real estate, the procedure as to which is fixed by statute.
- 34) For each violation by an Owner or an Owner's invitee of the provisions of this Declaration, the Certificate, the by-laws, the Architectural and Design Rules or the Association Rules, the Board may, upon ten days' written notice, suspend an Owner's voting rights and (except for ingress and egress to and from an Owner's Lot) the right of the Owner and any invitee of the Owner to use the

Commons and the facilities situated upon the Commons for a period not to exceed 60 days. In addition, to the suspension provided herein, the Board may seek an injunction or other redress in a court of law. Any Owner against whom such injunction or redress is sought shall be liable for attorney's fees and costs incurred by the Board on behalf of the Association, and such amounts may be collected in the same manner as assessments as provided herein. Any suspension or injunctive action must be approved by the Board, and all decisions of the Board shall be final. The remedies provided in this paragraph are cumulative and may be exercised simultaneously with, and in addition to, the remedies provided in this Declaration for collection of assessments.

35) Any Owner, as well as the Association shall have the right to enforce by any proceedings at law or in equity all conditions, covenants, reservations, liens, charges, and rules now or hereafter imposed by the provisions of this Declaration. Failure by any Owner or the Association to enforce any such restriction, condition, covenant, reservations, lien, charge, or rule now or hereafter contained in the Declaration shall in no event be deemed a waiver of the right to do so thereafter.

36) Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation, or use of any property is hereby declared to be a violation of the Declaration and subject to any or all of the enforcement procedures set forth in said Declaration.

37) In the event any part of the Commons is damaged or destroyed by an Owner or any of an Owner's invitees, guests, tenants, licensees, agents or family members, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in good and workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall be paid by such Owner, upon demand, to the Association, and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

38) The covenants herein stated are to run with the land, and shall be binding upon all parties and all persons claiming under them until December 31, 2008, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the Homeowners Association provided herein.

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

39) Declarant's Exception - With respect to any Lot owned by Declarant and with respect to Commons, nothing contained in this Declaration shall be construed to prevent the operation, erection, maintenance or storage by Declarant, or its duly authorized agent, of structures, Improvements, signs, materials, fluids or equipment necessary or convenient to the maintenance, development or sale of property within the Existing Property or subsequent additions.

ARTICLE II

GENERAL PROVISIONS

Section 2.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the respective legal representatives, heirs, devisees, personal representatives, trustees, successors, and assigns, for a term of twenty-one (21) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; however, no change or amendment shall be made which affects the right of Declarant to make additions to existing property pursuant to Article II, Section 2.2 of Oaktree Park 2nd or Declarant's right to abate the requirement to pay any annual maintenance assessments or any special assessments pursuant to the terms of Article V, Section 5.1.2, Oaktree Park 2nd or Declarant's right to assign any rights given to Declarant herein, unless said instrument outlining the change or amendment has been approved and signed by Declarant.

Section 2.2 Notices. Any notice required to be sent to a member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mails, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 2.3 Severability. Invalidation of any of these covenants or restrictions by judgment or Court order shall in no way affect the remaining provisions, which shall remain in full force and affect.

Section 2.4 Right to Assign. The Declarant by appropriate instrument may assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may at their option, exercise, transfer or assign such rights, reservations, easements, and privileges or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

ARTICLE III

ARCHITECTURAL AND DESIGN CONTROL

Section 3.01 Organization, Power of Appointment and Removal of Members. The Association shall have an Architectural Review Committee, organized as follows:

- a. Committee Composition. The Architectural Committee shall consist of at least three (3) regular members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership. A member of the Committee need not be, but may be, a member of the Association, a member of the Board, or an officer of the Association.
- b. Quorum. The presence in person of two (2) members of the Architectural Review Committee shall constitute a quorum at all meetings of the Architectural Review Committee. The majority vote of the members present shall be required to transact the business of the meeting.

- c. Appointment and Removal. The right to appoint and remove all members of the Architectural Review Committee at any time shall be and is hereby vested solely in the Declarant, so long as it owns any Lot in "Oaktree Park 3rd", unless waived from time to time by Declarant. After the Declarant no longer owns any Lots, the right to appoint and remove all members of the Architectural Review Committee at any time shall be and hereby is vested solely in the Board. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the execution of appropriate minutes filed in the minute book of the Association. Any mortgagee, which succeeds Declarant, shall also succeed to this right to appoint and remove members of the Architectural Committee.
- d. Resignations. Any regular or alternate member of the Architectural Review Committee may at any time resign from the Committee by giving written notice thereof to Declarant or to the Board, whichever then has the right to appoint Committee members.
- e. Vacancies. Vacancies of the Architectural Review Committee however caused, shall be filled by the Declarant or the Board, whichever then has the power to appoint Committee members. A vacancy or vacancies on the Architectural Review Committee shall be deemed to exist in case of the death or resignation or removal of any regular or alternate member.

Section 3.02 Duties and Authority. It shall be the duty of the Architectural Review Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural and Design Rules which may be more stringent than, but which shall not be inconsistent with, this Declaration, and to carry out all other duties imposed upon it by the Declaration. The prior approval of the Architectural Review Committee shall be required for the construction or alteration of any Improvement located within "Oaktree Park 3rd." except for those installed by the Declarant and for such other matters as may be provided in this Declaration, the Certificate, By-Laws, and Architectural and Design Rules.

Section 3.03 Approval. Any approval granted by the Architectural Review Committee shall be in writing and, unless otherwise specified in said approval, it shall be conditioned upon and require the continued maintenance, landscaping, and screening, as appropriate, or any

Improvements on a Lot by the Owner and of any improvements on the Commons by the Association, and the satisfaction of such other requirements as the Architectural Review Committee may determine. Any Improvements submitted to and approved by the Architectural Review Committee must be commenced within one year from the date of said approval, or said approval shall be deemed revoked, and the Owner must again seek approval pursuant to the Architectural and Design Rules, after commencement of the work on an Improvement, the work thereon must be diligently and continuously pursued to completion.

Section 3.04 General Considerations. Pursuant to its rule-making power, the Architectural Review Committee shall establish a procedure for the preparation, submission, and determination of applications for any alteration or Improvement. The Architectural Committee shall have the right to disapprove any plans or specification or grading or other plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed Improvement, its size, the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the topography, the effect upon view and light, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All decisions of the Architectural Review Committee shall be final, and no Owner or other parties shall have recourse against the Architectural Review Committee for its disapproval of any such plans and specifications or plot plan, including lawn area and landscaping. Any approval by the Architectural Committee may be made contingent upon the satisfaction of such conditions as the Committee may specify in the Architectural and Design Rules or in any approval.

Section 3.05 Meetings and Compensation. The Architectural Review Committee shall meet from time to time as necessary to perform its duties hereunder. Subject to the provisions of paragraph b. of Section 3.01, above, the vote or written consent of any three (3) regular members, at a meeting or otherwise, shall constitute the act of the Architectural Review Committee. The Architectural Review Committee shall keep and maintain a written record of all actions taken by it at such meetings. Members of the Architectural Review Committee shall not be entitled to compensation for their services. However, the

Architectural Review Committee may hire engineers or other consultants at Association expense with Board approval.

Section 3.06 Waiver. The approval of the Architectural Review Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Review Committee under the Declaration shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval. Failure of the Architectural Review Committee to enforce a conditional approval or rule now or hereafter contained in the Architectural and Design Rules shall in no event be deemed a waiver of the right to do so thereafter.

Section 3.07 Liability. Neither the Architectural Review Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any act or omission resulting in any claim for any damage, loss, or prejudice suffered including, but not limited to, (a) the approval or disapproval of any plans, drawings, or specifications, (b) the development of any Property within "Oaktree Park 3rd", or (c) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however that with respect to the act or omission of a member, such member has acted in good faith on the basis of such information as may be possessed by him.

Section 3.08 Time for Approval. In the event the Architectural Review Committee fails to approve or disapprove a matter, within (30) days after said plans and specifications have been submitted to it in due form as requested by the Architectural Review Committee, such matter will be deemed approved, and the prior written approval required by this Article will be deemed to have been complied with fully. However, such matter must be promptly accomplished in accordance with said plans and specifications, and such matter shall in all respects be and continue in the future to be in compliance with this Declaration.

Section 3.09 Architectural and Design Standards. Architectural design shall be in accordance with these covenants and consistent with the community.

Section 3.10 Adoption of Additional Architectural and Design Rules. The Architectural Review Committee, in its sole discretion, may from time to time amend the Architectural and Design Rules which shall be used as a guide for the orderly development of "Oaktree Park 3rd"

Doc # 2004156026
Bk 9472
Pg 1631-1634
DATE 09/24/04 14:41:18
Filing Fee \$19.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

Lawyers Title of Oklahoma City, Inc.
1141 N. Robinson, Suite 202
Oklahoma City, OK 73103
File # 2409-8301

SUPPLEMENTAL DECLARATION AND
DECLARATION OF AMENDED RESTRICTIONS
FOR OAK TREE PARK 4th ADDITION
TO EDMOND, OKLAHOMA

THIS SUPPLEMENTAL DECLARATION AND DECLARATION OF AMENDED RESTRICTIONS FOR OAK TREE PARK 4th ADDITION TO EDMOND, OKLAHOMA (this "Supplemental Declaration"), is made and entered into by Oak Tree Park Development, L.L.C., an Oklahoma limited liability company (the "Declarant").

W I T N E S S E T H

WHEREAS, on September 28, 1998, Declarant filed that certain Declaration of Covenants and Restrictions for Oak Tree Park Homeowners Association (the "Original Declaration") which was recorded in Book 7413, page 1536, in the office of the County Clerk, Oklahoma County, Oklahoma (the "Official Records"); and

WHEREAS, on August 12, 1999, Declarant filed that certain Amendment to the Owners Certificate and Restrictions for Oak Tree Park 2nd Addition to the City of Edmond, Oklahoma County, Oklahoma (the "Amendment to the Original Declaration"), which was recorded in Book 7661, page 731, in the Official Records (the Original Declaration and the Amendment to the Original Declaration are hereinafter collectively referred to as the "Declaration"); and

WHEREAS, the real property described on Exhibit "A" of the Original Declaration (the "Development"), constitutes the lands which were originally subjected by the Declaration to the operation and control thereof and the real property described on Exhibit "C" of the Original Declaration (the "Additional Property") constitutes those additional properties which may be subjected to the operation and control of the Declaration; and

WHEREAS, pursuant to the provisions of Section 2.2 of the Original Declaration, the Declarant possesses the option and the right to subject from time to time portions of the Additional Property to the operation and control of the Declaration to be included as part of the Development and said option may be exercised under the Declarant's sole discretion by the execution of a supplemental declaration to be recorded in the Official Records; and

WHEREAS, Declarant is the owner and developer of that certain real property described on Schedule "A" attached hereto (the "Subject Property") which is a part of the real property constituting the Additional Property pursuant to the Original Declaration; and

WHEREAS, it is the intent of Declarant under the terms and provisions of the Original Declaration to subject the Subject Property to the lien, operation, encumbrance and control of the Declaration; and

WHEREAS, it is further the intent of the Declarant that, in addition to the provisions of Article VI of the Original Declaration (the "Original Declaration Developmental Restrictions"), the Subject Property shall additionally be subject to those covenants, conditions and restrictions (the "Additional Developmental Restrictions") set forth in that certain Supplementary Declaration Oak Tree Park 3rd Addition to Edmond, Oklahoma (the "Declaration of Restrictions"), recorded in Book 8456, page 941, in the Official Records, except for those covenants, conditions and restrictions set forth in Paragraph 16a thereof. The Additional Developmental Restrictions are intended to impose a higher standard with respect to the development of the Subject Property than those imposed by the Original Declaration Developmental Restrictions.

WHEREAS, in order to accomplish the foregoing, Declarant has executed this Supplemental Declaration.

NOW, THEREFORE, Declarant, pursuant to the provisions of Section 2.2 of the Original Declaration, hereby amends the Declaration as follows:

1. The Subject Property, as described on Schedule "A" hereto, is hereby subjected to the provisions of the Declaration, other than the Original Declaration Developmental Restrictions, effective upon the recording of this Supplemental Declaration in the Official Records.
2. The Subject Property is subjected to the Additional Developmental Restrictions set forth in the Declaration of Restrictions, effective upon recording of this Supplemental Declaration in the Official Records, which shall thereafter be enforceable with respect to the Subject Property. The Declaration of Restrictions shall be deemed modified for the purposes of this Supplemental Declaration so that all references therein to "Oak Tree Park 3rd" shall instead be deemed to refer to "Oak Tree Park 4th".
3. Except as set forth herein, all other covenants, conditions, restrictions, terms, conditions and provisions of the Declaration shall remain in full force and effect, fully and completely applicable to the Subject Property.

SCHEDULE "A"

Description Of The Subject Property

All of Oaktree Park 4th Addition, in the City of Edmond, Oklahoma County, Oklahoma, according to the plat recorded in Book 62 of Plats, page 9.

DICATION

LLC, an Oklahoma
 that they are the
 has any right title or
 interest in the
 annexed plat of
 land, Oklahoma,
 and plotted into
 a solid annexed plat,
 survey of all property
 ORK 4th ADDITION.
 the only limited
 easement to the land
 hereby dedicate an
 annexed plat to the
 ranges, one utility
 or and has caused
 so that the title is
 a certificate.

this instrument to
 2004.

ORK DEVELOPMENT, L.L.C.,
 a limited liability company

AGEMENT, L.L.C.,
 liability company, MANAGER

Manager

and for said county
 20 day personally
 witness persons who
 within and foregoing
 that he executed
 as the free and
 company for the uses

last above written.

[Signature]
 Notary Public

ROYAL

Planning Commission
 that the said
 cord plat of OAKTREE PARK
 at a meeting on the

[Signature]

DATE

certify that I am duly
 no County, Oklahoma,
 that all taxes for the
 on said land shown on
 X1 to the City of Edmond,
 has been deposited
 ing the current

covered this
 5/20/04

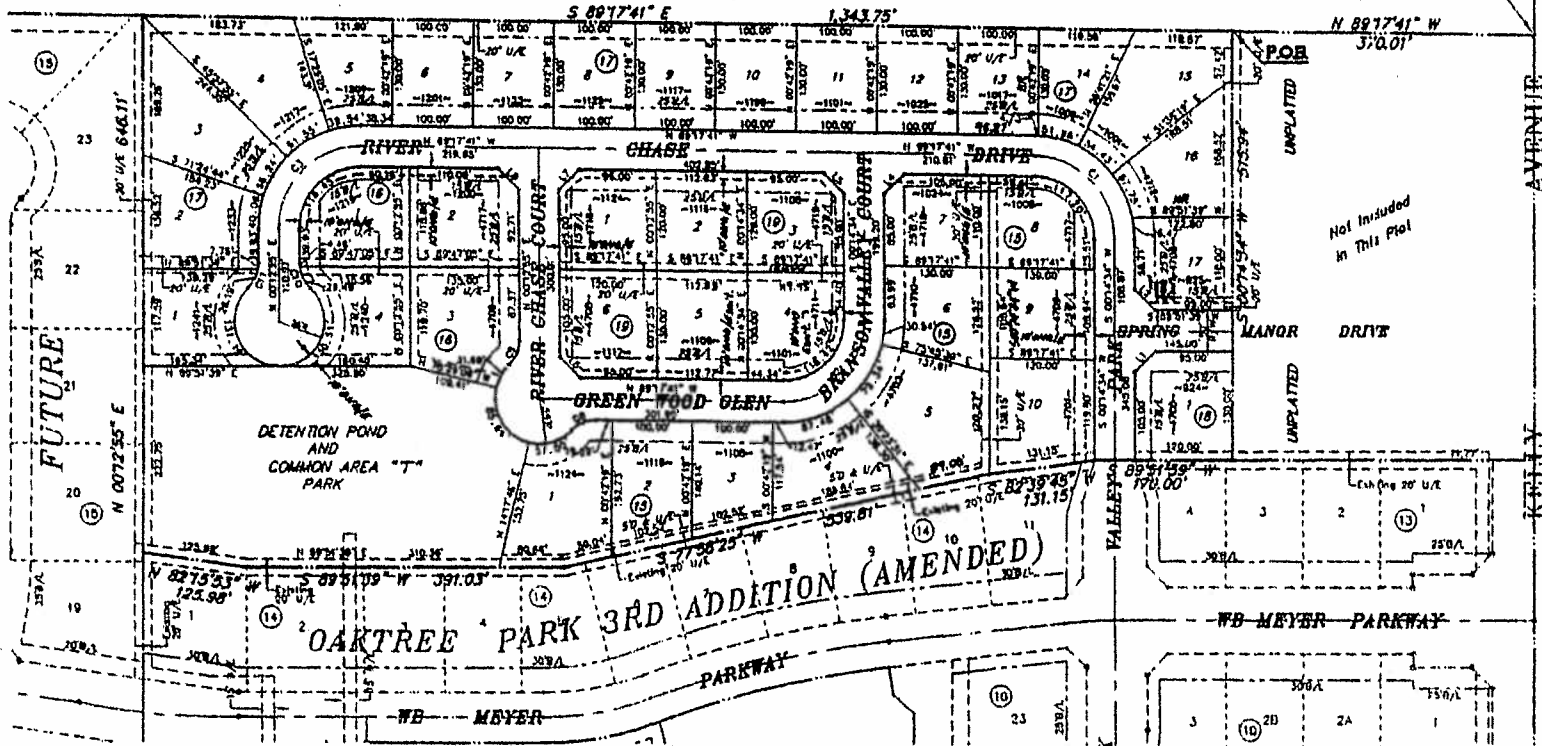
[Signature]
 Treasurer

x 11022
 parcel
 id within the

SORGHUM MILL ESTATES

CHORD	LENGTH	RADIUS	TANGENT	DELTA	CHORD BEARING	CHORD LENGTH
1	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
2	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
3	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
4	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
5	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
6	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
7	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
8	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
9	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
10	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
11	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
12	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
13	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
14	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
15	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
16	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
17	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
18	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
19	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
20	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
21	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
22	122.27	100.00	32.00	87.73	S 89.1741° W	122.27
23	122.27	100.00	32.00	87.73	S 89.1741° W	122.27

STATE PLATE COORDINATES
 N 256588.18
 E 2118090.71
 N.E. COR. SE/4, SEC. 10,
 T-14-N, R-3-W, I.M.



BONDED ABSTRACTOR'S CERTIFICATE

The undersigned a duly qualified and lawfully bonded abstractor of titles in and for Oklahoma County and State of Oklahoma, hereby certifies that the records of said county show that the title to the land shown on the annexed plat of OAKTREE PARK 4th ADDITION to the City of Edmond, Oklahoma is vested in ORK Development, L.L.C., an Oklahoma limited liability company and that on the 17th day of September, 2004, there are no actions pending or judgments of any nature in any court or on file with the clerk of any court in said county and state against said land or the owner(s) thereof, that the taxes are paid for the year 2003, and prior years, that there are no outstanding tax sale certificates against said land and no tax liens are issued to any person, that there are no liens or other encumbrances of any kind against the land included in the annexed plat except easements, mortgages and mineral conveyances of record.

In witness whereof, said bonded abstractor has caused this instrument to be executed this 23rd day of August, 2004.
American Eagle T.H. Johnson Co.

STATE OF OKLAHOMA)
 COUNTY OF OKLAHOMA) SS

Before me, the undersigned, a notary public in and for said county and state on the 23rd day of August, 2004, personally appeared Cecilia McMillan to me known to be the identical person who signed the name of the mayor thereof to the within and foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said individual for the uses and purposes therein set forth.

SURVEYOR'S CERTIFICATE

I, Raymond Lee Prescott, IV, do hereby certify that I am by profession a Land Surveyor and that the annexed plat of OAKTREE PARK 4th ADDITION to the City of Edmond, Oklahoma, correctly represents a survey made under my supervision on the 17th day of September, 2004, and that all monuments shown hereon actually exist and their positions are correctly shown.

[Signature]
 Raymond Lee Prescott, IV
 L.S. 1311

STATE OF OKLAHOMA)
 COUNTY OF OKLAHOMA) SS

Before me, the undersigned, a notary public in and for said county and state on this 17 day of September, 2004, personally appeared Raymond Lee Prescott IV, to me known to be the identical person who executed the above instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
 My Commission expires 10-28-2006
 My Commission No.: 0201157
[Signature]
 Notary Public

APPROVAL OF PLAT AND ACCEPTANCE

BE IT HEREBY RESOLVED by the Council of the City of Edmond that the plat of OAKTREE PARK 4th ADDITION to the City of Edmond, Oklahoma, and the dedications shown hereon are hereby approved and accepted.

ADOPTED by the Council of the City of Edmond
 day of August, 2004.

ADOPTED by the Mayor of the City of Edmond,
 23rd day of August, 2004.

ATTEST:
[Signature]
 City Clerk

CERTIFICATE OF CITY CLERK

I, NANCY WIGGELS, City Clerk of Oklahoma, hereby certify that I have examined the City and find that all delinquent payments on an upon special assessments have been paid in full, no special assessment procedures now pending on the annexed plat of OAKTREE PARK 4th ADDITION, Oklahoma.

Signed by the City Clerk on this 23rd day of August, 2004.
[Signature]
 City Clerk

LEGAL DESCRIPTION
 Oaktree Park 4th Addition

Renaissance
at Oak Tree Park

*Owner's Certificate
restrictions, covenants, bylaws*

*Phase 1
Phase 2*

SOUTHWEST TITLE & TRUST COMPANY
133 N.W. 8th
OKLAHOMA CITY, OKLA.

BOOK 5324 PAGE 1410

ROLL NUMBER 000560
TIME 05:38 PM
DATE MAY 21 1985
JERRY DEWIDDY
OKLAHOMA COUNTY CLERK
RECORDED AND FILED

Fee #10.

OWNER'S CERTIFICATE AND RESTRICTIONS

OAKTREE PARK 1ST ADDITION TO EDMOND, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, OAKTREE PARK DEVELOPERS, INC., an Oklahoma corporation, organized and existing under and by virtue of the laws of the State of Oklahoma, for convenience hereinafter referred to as "Owner", does hereby certify that it is the owner of and the only corporation or corporations, partnership or partnerships, person or persons, having a right, title or interest in all of the land embraced and included in "Oaktree Park 1st Addition", an addition to the City of Edmond, Oklahoma County, State of Oklahoma, now platted into lots, blocks, streets and easements as shown on the plat of "Oaktree Park 1st Addition", recorded in Book 52 of Plats, at Page 27 of the records of the County Clerk of Oklahoma County, State of Oklahoma.

For the purpose of providing an orderly development of all the lots and blocks included in the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of itself, and its successors in title to the aforesaid lots, the Owner does hereby impose the following restrictions and reservations on the entire plat of "Oaktree Park 1st Addition" to Edmond, Oklahoma, for convenience hereinafter referred to as "Oaktree Park", to which shall be incumbent upon its successors in title to adhere, and any corporation or corporations, partnership or partnerships, person or persons, hereinafter becoming the owner or owners either directly or through any subsequent transfers, or in any manner whatsoever, of any lot or lots, block or blocks, included in "Oaktree Park", shall take, hold and convey same, subject to the following restrictions and reservations, to-wit:

(1) No building shall be erected, placed or altered on any lot located in the above described addition until after the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in said subdivision, and as to location of the building with respect to topography and finished ground elevation, and with respect to side lot and front building setback lines, by the Oaktree Park Architectural committee composed of Neal A. McCaleb, Marcia Livermore and Edward K. Livermore, Jr., or

their duly authorized representatives or successors. In the case of death or resignation of any member, the Owner shall have the authority to appoint a successor to fill any vacancy or vacancies created by the death or resignation of any member, and said newly appointed member or members, shall have the same authority hereunder as their predecessors to approve or disapprove such design or location as above set forth. If the aforesaid committee, their authorized representatives or successors, fail to approve or disapprove such design and location within thirty (30) days after building plans, building specifications, and plot plan have been submitted to them, or in any event, if no suit to enjoin the erection of such building, or the making of such alterations, has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with. Said committee, their authorized representatives or successors, shall act and serve until December 31, 2004, at which time the then record owners of two-thirds of the lots in "Oaktree Park" may designate in writing, duly recorded among the land records, their authorized representatives who thereafter shall have all of the powers, subject to the same limitations, as were previously delegated herein to the above named committee.

(2) All of the lots in "Oaktree Park", above described, shall be known as, and reserved exclusively for use as residential lots and/or residential building sites, and no structures shall be erected, altered, placed or permitted to remain on any lot and/or building site in said addition, other than one detached single-family residence not to exceed 2 stories in height, and a private garage for not less than two (2) cars but not for more than three (3) cars.

(3) No building or structures of any sort may ever be placed, erected or used for church, business, trade, or commercial purposes on any portion of any lot or block in "Oaktree Park", except that this prohibition shall not apply to any building or structure that may be placed on any lot, or portion of a lot, in "Oaktree Park" that is used exclusively by a public utility company in connection with the furnishing of public utility service to such addition.

(4) No church, business, professional office, trade or commercial activity of any sort may ever be conducted in any residence or building of any sort, or upon any portion of any lot or block in "Oaktree Park", except upon any lot or portion of a lot in said addition that is used exclusively by any public utility company in the furnishing of public utility service to such addition, all as referred to in paragraph (3) hereinabove.

(5) No fences or walls of any type or nature whatsoever, shall ever be constructed, erected, placed or maintained forward to the front building limit or set-back line on each lot, as same as is shown on the recorded plat of "Oaktree Park", provided, however, that it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape front yards. Moreover, no automobile, or truck trailer, camper vehicle, tent or temporary structure of any nature whatsoever, shall ever be temporarily or permanently parked, located or otherwise maintained forward of the front building set-back or limit line on each lot, as same is shown on the recorded plat of

"Oaktree Park", provided, however, that it is not the intention of this paragraph to exclude the temporary parking of passenger automobiles on any portion of the garage driveway that is located in front of such front building limit or set-back line on each building site. The architectural committee provided for in paragraph (1) may, in its discretion, waive in whole or in part the restrictions in this paragraph as to fences and enclosures, provided such waiver must be in writing.

(6) No trailers, basement, tent, shack, garage, servants' quarters or other outbuildings, located on any lot in "Oaktree Park", shall be used as a main residence, temporary or permanent, nor shall any other structures of temporary character be used as a main residence.

(7) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot in "Oaktree Park", except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

(8) No noxious or offensive trade or activity shall ever be carried on upon any lot and/or building site in "Oaktree Park", nor shall anything ever be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(9) No trash, ashes, or other refuse may be thrown, placed or dumped on any vacant lot in "Oaktree Park".

(10) The construction, erection or maintenance of a sign or billboard on any lot or building site in "Oaktree Park" is specifically prohibited; except that a sign or billboard advertising rental or sale of such property is permitted; provided it does not exceed eight (8) square feet in size, unless specific written consent is obtained in advance from architectural committee, above designated, for the temporary installation of a large size.

(11) No more than one (1) single-family detached residence shall be erected on any residential lot or building site in "Oaktree Park" and where the whole or parts of two or more adjoining residential lots are combined to form a single building site, no more than one (1) single-family residence shall be constructed on such building site. No subdivision or combination of parts of any two (2) lots shall result in a building site having less than seventy (70) front feet measured at the front building limit line.

(12) No main residential building, or any part thereof, shall ever be located nearer to the front lot line, or nearer to the side street lot line, than the minimum building set-back lines shown on the recorded plat of "Oaktree Park", and identified thereon as "Bldg. Line". Moreover, no residential structure shall be located nearer than five (5) feet to any side lot line, as shown on the recorded plat of "Oaktree Park", provided, however, that where the whole or parts of two or more adjoining lots are used for a single residential building site, then the aforesaid side lot line restrictions shall not apply on the two or more contiguous sides of said lots, and in lieu thereof,

shall apply to the exterior side boundary lines of the actual residential building site used. The aforesaid side lot lines, or side boundary lines, also shall not apply to a detached garage or other outbuilding located sixty (60) feet, or more, from the front lot line of the residential lot or building site on which said outbuilding is erected, provided, however, said outbuilding must be at least five (5) feet from the nearest side lot line or side boundary line. For the purpose of the covenants (in this paragraph), eaves, steps, patios, open porches, fences, driveways or walkways shall not be considered as a part of the residential building, provided, however, that this shall not be construed to permit any portion of a residential building on a lot and/or building site to encroach upon the adjoining lot and/or building site. Furthermore, no detached garage or other outbuilding shall be permitted in the easements reserved for utilities and shown on the recorded plat of "Oaktree Park".

(13) No single-family residential building shall ever be constructed or erected on any lot and/or building site in "Oaktree Park" unless the ground floor area of said residence, excluding one-story open porches, breezeways and attached garages, is not less than two thousand (2,200) square feet, except that in the case of a two-story or one and one-half story single family residential dwelling, the ground floor area of said residence, excluding one-story open porches, breezeways and attached garages, shall be not less than one thousand one hundred (1,100) square feet, provided, however, that in the case of what is commonly known as a "split level residence", the total floor area of all levels of the main residential building shall be included in determining that said ground floor area is not less than one thousand one hundred (1,100) square feet, as herein provided.

(14) A minimum of sixty percent (60%) of the actual exterior walls of the main residential building and attached or detached garage, measured from the ground level up to the equivalent of the first floor ceiling (excluding all exterior doors, windows and garage doors), must be constructed of brick, brick veneer, stone, stone veneer or other masonry, provided, however, a majority of the above provided architectural committee may, in its discretion, waive in whole or in part the restrictions in this paragraph applicable to exterior walls, provided such waiver is obtained in writing in advance of such construction.

(15) All main residential buildings, attached or detached garages, and all other buildings erected, placed or constructed on any lot located in "Oaktree Park" must have the exterior of its roof, or roofs constructed of wood shingles, tile, concrete shingles, or composition wood facsimile shingles equivalent to "Timberline" as manufactured by Owens Company, provided, however, a majority of the above provided architectural committee may, in its discretion, waive in whole or in part the restrictions in this paragraph applicable to shingles, provided such waiver is obtained in writing in advance of such construction.

(16) No leaching cesspool shall ever be constructed and/or used on any lot and/or block in "Oaktree Park".

(17) No existing erected building or structure of any sort may be moved onto and/or placed on any of the above described lots, building sites, or blocks located in "Oaktree Park", it being the intention of this covenant definitely to prohibit the moving onto and/or placing of existing residential structures on any of the lots and/or blocks in said "Oaktree Park".

(18) No windpowered electric generators of any kind shall be erected in "Oaktree Park Addition". Television reception disk shall be located to the rear of the main residence and shall not be visible from the street at normal eye level. Solar collection devices; plans for such devices shall be submitted to the architectural committee for approval for asthetic compatibility with the architectural appreance of other residences in "Oaktree Park". Such solar collection devices shall be either screened from view of the public street or structurally integrated into the residence in such a way as to be architecturally inobtrusive when viewed from the public street.

(19) Subject to the dedication in favor of the City of Edmond of easements for surface water drainage, detention and for public utility installations and maintenance are hereby reserved across the rear of certain lots and along side of certain lots and as designated in other places, in accordance with the designations, "Utl. & Drg. Ease.", "D & U/E." and "detention & D/E" all as shown upon the above mentioned recorded plat of "Oaktree Park". The Owner specifically reserves the right at any time hereafter to amend, extinguish or vacate the aforesaid drainage and utility easements and rights of way as to all or portions of the above described property insofar as such drainage utility easements and rights of way are not actually in use.

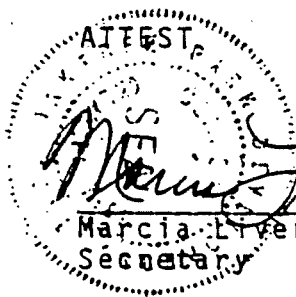
(20) Should the owner and/or tenant of any lot or lots or building sites in "Oaktree Park" violate any of the restrictive covenants and/or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein, after reasonable notice, then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

(21) The covenants herein stated are to run with the land, and shall be binding upon all parties and all persons claiming under them until December 31, 2004, at which time said covenants shall be automatically extended for successive periods of ten (10) years,

unless by a vote of the then owners of two-thirds of the lots in "Oaktree Park", it is agreed to change such covenants in whole or in part.

(22) Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owner has caused these instruments to be executed in Edmond, Oklahoma. on this 10 day of May, 1985.

ATTEST

Marcia Livermore
Secretary

OAKTREE PARK DEVELOPERS, INC.
An Oklahoma Corporation

Neal A. McCaleb
By: Neal A. McCaleb, President

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

On this 10th day of May, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Neal A. McCaleb to me known to be the identical person who signed the name of OAKTREE PARK DEVELOPERS, INC. a corporation, to the within and foregoing instrument as its president and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said forporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

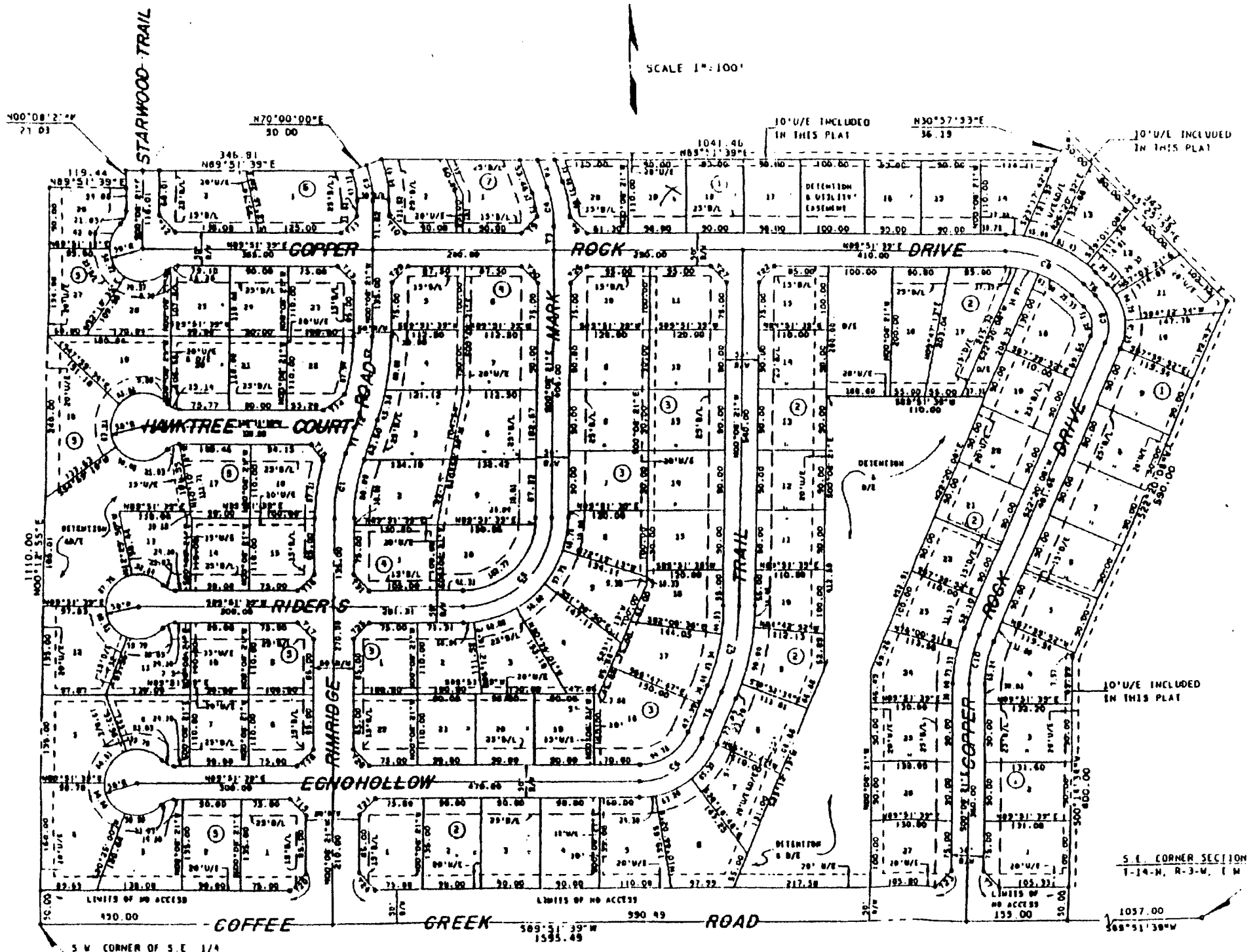

KATHIE D. MCKINLEY
NOTARY PUBLIC
OKLAHOMA

Kathie D. McKinley
Notary Public

My Commission Expires: 4-20-86

OAKTREE PARK PHASE I

SCALE 1" = 100'



DECLARATION OF COVENANTS AND RESTRICTIONS

FOR OAKTREE PARK HOMEOWNERS ASSOCIATION,
OF THE SOUTHEAST QUARTER (SE/4)
OF SECTION TEN (10), TOWNSHIP FOURTEEN (14)
NORTH, RANGE THREE (3) WEST OKLAHOMA COUNTY, OKLAHOMA
TO THE CITY OF EDMOND, OKLAHOMA
AS SHOWN BY THE RECORDED PLAT THEREOF

This Declaration made this 28th day of September 1998,
by Oak Tree Park Development, L.L.C., an Oklahoma limited
liability company, as herein called "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property as
described on recorded plat attached hereto as Exhibit "A" and
incorporated herein by reference, situated in the City of Edmond,
Oklahoma County, State of Oklahoma, .

AND, WHEREAS, Declarant has deemed it desirable to provide
for the preservation and maintenance of any property now or
hereafter designated as a "Common Area" for the use, benefit and
enjoyment of all the owners of said lots above described, and to
this end desires to subject said lots to the covenants,
restrictions, easements, charges and liens hereinafter set forth;

AND, WHEREAS, Declarant has deemed it desirable for the
efficient preservation of the values and amenities in said
"Common Area" and for the property management, control and
regulation of said "Common Area" to create an agency to which
should be delegated and assigned the powers of maintaining and
administering the "Common Area" and enforcing the covenants and
restrictions, and collecting and disbursing the assessments and
charges hereinafter created;

.AND, WHEREAS, Declarant has incorporated under the laws of
the State of Oklahoma, as a non-profit corporation, for the
purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarant declares that it is the owner of
the real property described in Article II and that the area as
outlined at Article I, Section 1.2 herein is hereby declared as
the "Common Area."

AND DECLARANT FURTHER DECLARES that all property hereinafter
described in Article II as the "Existing Property" shall be held,
transferred, sold, conveyed and occupied subject to the
covenants, restrictions, easements, charges and liens (sometimes

referred to as the "covenants and restrictions") hereinafter set forth, which shall run with said property and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof and such owner's heirs, devisees, personal representatives, trustees, successors and assigns, such "covenants and restrictions" being hereby imposed upon such real property as a servitude in favor of each and every other part thereof as the dominate tenant.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "The Properties" shall mean the "Existing Property" described in Section 2.1 below, together with all additions thereto described in Section 2.2 below, which are the subject of any Supplementary Declaration filed under the provisions of Article II hereof.

1.2 "Common Area" shall mean the

(A) Any portions of future additions to The Properties added pursuant to Article II, Section 2.2 herein designated by the Declarant as Common Area.

(B) Any property purchased or leased by the Association and designated by the Association as Common Area pursuant to Article II, Section 2.2.2 herein.

(C) Homeowner's Association will be responsible for the maintenance of the streets, detention pond, pool, club house, tennis courts, playground equipment, common areas and common area landscaping, fences, sidewalks, private-access gate, gate equipment and all other private improvements.

1.3 "Lot" shall mean those tracts of land so designated upon any recorded subdivision map of The Properties.

1.4 "Owner" shall mean the record owner-member, whether one or more persons, of the fee simple title to any Lot or other real property which is a part of The Properties, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired

title pursuant to foreclosure; nor shall such term include any other who has an interest merely as security for the performance of an obligation.

1.5 "Association" shall mean and refer to the Oaktree Park Homeowners Association, its successors and assigns.

1.6 "Board" shall mean the Board of Managers of the Association.

1.7 "Articles" shall mean the Articles of Incorporation of the Association filed in the office of the Secretary of the State of the State of Oklahoma, as such Articles may from time to time be amended.

1.8 "By-Laws" shall mean the By-Laws of the Association, attached hereto as Exhibit "B" which are or shall be adopted by the Board, as such By-Laws may from time to time be amended.

1.9 "Rules" shall mean the rules of the Association adopted by the Board, as they may be in effect from time to time pursuant to the provisions hereof.

1.10 "Occupancy" of any Lot shall mean that point in time when the first member of the Owner's family or anyone authorized by the Owner purchases the residential lot.

1.11 "Member" shall mean those persons so defined in Section 3.1 below.

1.12 "Supplementary Declaration" shall mean a Supplementary Declaration of Covenants and Restrictions as specified in Section 2.2.1 below.

1.13 "Declarant" shall mean Oak Tree Park Development, L.L.C., an Oklahoma limited liability company, with its principal place of business in Oklahoma City, Oklahoma.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

2.1 Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Edmond, Oklahoma County, Oklahoma, and is more particularly described on Exhibit

"A" attached hereto, all of which real property shall hereinafter be referred to as "Existing Property".

2.2 Additions to Existing Property. Additional land may become subject to this Declaration in the following manner:

2.2.1 Additions in Accordance with General Plat of Development. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development, provided that such property is within the described real estate on Exhibit "C" attached hereto and regardless of whether Declarant herein shall own legal title to said additional lands at the time of the filing of this instrument.

The additions authorized under this and the succeeding sub-section, shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions (herein called "Supplementary Declaration") by the Declarant (or its successors and assigns).

2.2.2 Additions to Common Area by the "Association". The Association shall have the right to purchase or lease additional property to be used and designated as Common Area, provided that such property is with the real estate as described in Section 2.2.1 hereof. Leased property shall only be designated as Common Area during the term of the lease period.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every Owner of a Lot described in Section 2.1 above shall be a member (herein called "Member") of the Association. Except for the Declarant, the membership of an Owner shall become effective for all purposes upon the Owner's purchase of his Lot. The Declarant's membership (or in the alternative the membership of the Declarant's successors or assigns) for all Lots subsequently added pursuant to Article II, Section 2.2 herein, shall become effective at the point in time the Declarant, its successors or assigns, files of record a Supplementary Declaration of Covenants and Restrictions.

3.2 Voting Rights. Each member shall be entitled to one (1) vote for each lot in which they hold the interest required for membership specified in Section 3.1, except that Declarant

shall be entitled to twenty (20) votes for each lot owned by Declarant. When more than one person holds such interests or interest in any lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event, shall more than one (1) vote be cast with respect to any lot, except as provided for Declarant herein.

The total number of Members and votes shall ultimately be determined as additional properties are made subject to this Declaration of Covenants and Restrictions for HOMEOWNER'S Association, Inc., as provided in Sections 2.2 and 2.2.1 herein.

ARTICLE IV.

PROPERTY RIGHTS IN THE COMMON AREA

4.1 Member's Easements of Enjoyment. Subject to the provisions of Section 4.2, every Member shall have a right and easement of enjoyment in and to the Common Area.

4.2 Limitations Upon Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

4.2.1 the right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any infraction of its published Rules; and

4.2.2 the right of the Declarant to convey to any public agency, authority, or utility, easement for drainage or underground utility purposes across any part of the Common Area.

4.2.3. the right of the Declarant to convey that it is a gated community and the streets are privately owned. The Declarant will collect the dues from the Association to cover these obligations.

Section 4.3 Members Not Liable for Mortgage on Common Area.

No member shall be personally liable for any mortgage payments on the Common Area, nor shall any mortgage on the Common Area constitute a lien on any property other than the Common Area.

ARTICLE V

COVENANT FOR ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments.

5.1.1. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual maintenance assessments; (2) special assessments for capital improvements, established and collected from time to time as hereinafter provided. The annual maintenance and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Such lien shall be paramount and superior to any homestead or other exemption provided by law, but shall not be prior or superior to any purchase money mortgage lien or any first mortgage lien on a home. Each such assessment, together with such interest thereon and cost of collection thereof as is hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fees were due. Declarant shall not be responsible or made responsible for the payment of Annual Assessments or Special Assessments on the Existing Properties or properties subsequently added pursuant to Article II, Section 2.2 herein.

5.1.2. Liability for annual maintenance assessments and special assessments for all Lots shall begin at the point in time when an Owner became or becomes a Member. Liability for annual maintenance assessments and special assessments for all Lots subsequently added pursuant to Article II, Section 2.2 herein, shall begin at the point in time the Declarant, its successors or assigns, files of record a Supplementary Declaration of Covenants and Restrictions. However, neither the Declarant or a person or an entity whom the Declarant specifically assigns or conveys a Lot or Lots and specifically assigns or conveys the privilege to abate the requirement to pay an annual maintenance assessments or any special assessments as specified and outlined in this Section 5.1.2 shall be liable for any annual maintenance assessments or any special assessments until a dwelling is constructed on the Lot and conveyed to a new Owner or until a period equal to

twenty (20) years subsequent to the time such Lot became or becomes a part of The Properties, whichever is earlier.

5.2 Purpose of Assessments.

5.2.2 The assessments levied by the Association shall be used exclusively for the purpose of maintaining common areas, to include the maintenance of any private-access gates, privately owned streets, any drainage ways to the end that these will provide beauty, recreation and enjoyment to the Owners-Members, and for conducting the business and activities of Homeowners Association.

5.3 Basis and Maximum of Annual Assessments. For the year beginning January 1, 1999, and for each year thereafter, the annual maintenance assessment for each Lot shall not exceed sixty five dollars (\$65.00) per month. From and after January 1, 2000, the maximum annual maintenance assessment may be increased by vote of the Members, as hereinafter provided in Section 5.5. The Board may, after consideration of current maintenance costs and future needs of the Association, fix the actual maintenance assessment for any such future year at a greater amount.

5.4 Special Assessments for Capital Improvements and Additions. In addition to the annual maintenance assessments authorized by Section 5.3 hereof, the Association may levy in an assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or for the purpose of purchasing additional property to be designated as Common Area pursuant to Article II, Section 2.2.2 herein provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which shall set forth the purpose for the meeting, and subject to the quorum provisions of Section 5.6, below, and provided further, that the maximum amount of any special assessment which may be assessed against any Member in any assessment year shall not exceed an amount equal to ten (10) times the maximum annual maintenance assessment for the same year.

5.5 Change in Basis and Maximum of Annual Assessments. After January 1, 2000, the Association may change the maximum annual maintenance assessment or the basis of the maintenance

assessments fixed by Section 5.3 hereof, or both, prospectively for any one (1) year period and at the end of such one (1) year period, for each succeeding period of one (1) year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which shall set forth the purpose for the meeting, and subject to the quorum provisions of Section 5.6 below

5.6 Quorum for any Action Authorized Under Section 5.4 and 5.5 The quorum required for any action authorized by Sections 5.4 and 5.5 hereof shall be as follows:

At the first meeting called, as provided in Sections 5.4 and 5.5 hereof, the presence at the meeting of the Members, or of proxies, entitled to cast fifty percent (50%) of all the votes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 5.4 and 5.5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided, that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.7.1 Uniformity of Assessments. Every annual maintenance and special assessment established under this Article V shall be fixed at a uniform rate for all Lots.

5.7.2 Assessment for Multiple Lots Used for Single Dwelling Use. Any Member owning two adjoining lots being used for the purposes of a single dwelling can make application to the Board to suspend the requirement to pay annual maintenance and special assessments established under this Article V for one of the two adjoining lots.

The Board shall approve all such requests when the intention of said requesting member owning two adjoining lots is clearly to combine their use for one single dwelling. The suspension of the requirement to pay annual maintenance and special assessments shall remain in effect so long as the use of the two adjoining lots remain for the benefit and purpose of the single dwelling. No Lot for which the requirement to pay the annual maintenance and special assessments has been suspended pursuant to this Section 5.7.1 shall be entitled to voting rights pursuant to Article III, Section 3.2 herein during the term of said suspension.

5.8 Date of Commencement of Annual Maintenance Assessments: Due Dates. The annual maintenance assessments provided for

herein shall commence on the date (which shall be the first day of a month) fixed by the Board to be the date of commencement.

The first annual maintenance assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement, and the maintenance assessments for any year, after the first year, shall become due and payable on the first day of March of said year, provided, however, that the Board may provide for the payment of such assessments in periodic installments.

The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual maintenance assessment provided for in Section 5.3 hereof as the remaining number of months in that year bears to twelve. The same reduction in the amount of the annual maintenance assessment shall apply to the first such assessment levied against any lot which becomes subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment provided for in Section 5.4 hereof shall be fixed in the resolution authorizing such assessment.

5.9 Duties of the Board. With respect to assessments, the Board shall:

5.9.1 fix the commencement date for annual maintenance assessments against all Lots then owned by the Declarant, if any such assessment yet be authorized, and against all Lots then owned and occupied by other owners, and send written notice thereof to all Owners, including Owners of unoccupied Lots, at least thirty (30) days before such commencement date; and,

5.9.2 cause the Association to prepare and maintain a roster of Lots, the Owners thereof, the assessments applicable thereto, if any, and the status of the payment thereof, which shall be kept in the office of the Association and which shall be open to inspection by any Owner; and

5.9.3 upon demand at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment thereof in stated to have been paid.

5.10 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien; Remedies of the Association. If any assessment is not paid on the date when due (being a date specified in Section 5.8 hereof) then such assessment shall become delinquent and shall, together with interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, trustees, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate equal to twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

5.11 Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not, however, relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE VI

CLASSIFICATIONS, USES AND RESTRICTIONS

6.1 Permitted Uses. The permitted uses, easements, and restrictions for Lots (excluding the common areas) covered by this Declaration shall be as follows:

(1) No building shall be erected, placed or altered on any lot located in the above described addition until after the building plans, specifications and plot plan showing the location

of such building have been approved in writing as to conformity and harmony of external design with existing structures in said subdivision, and as to location of the building with respect to topography and finished ground elevation, and with respect to side lot and front building setback lines, by the Oaktree Park Architectural committee.

(2) All of the lots in "Oaktree Park 2nd", above described, shall be known as, and reserved exclusively for use as residential lots and/or residential building sites, and no structures shall be erected, altered, placed or permitted to remain on any lot and/or building site in said addition, other than one detached single-family residence not to exceed 2 1/2 stories in height, and a private garage for not less than two (2) cars but not more than four (4) cars.

(3) No building or structures of any sort may ever be placed, erected or used for church, business, trade, or commercial purposes on any portion of any lot or block in "Oaktree Park", except that this prohibition shall not apply to any building or structure that may be placed on any lot, or portion of a lot, in "Oaktree Park 2nd" that is used i) exclusively by a public utility company in connection with the furnishing of public utility service to such addition. ii) within the common areas with approval of the Board of the Homeowners Association.

(4) No church, business, professional office, trade or commercial activity of any sort may ever be conducted in any residence or building of any sort, or upon any portion of any lot or block in "Oaktree Park 2nd", except upon any lot or portion of a lot in said addition that is used exclusively by any public utility company in the furnishing of public utility service to such addition, all as referred to in paragraph (3) hereinabove.

(5) No fences or walls of any type or nature whatsoever, shall ever be constructed, erected, placed or maintained forward to the front building limit or set-back line on each lot, as same as is shown on the recorded plat of "Oaktree Park 2nd", provided, however, that it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape front yards. Moreover, no automobile, or truck trailer, camper vehicle, tent or temporary structure of any nature whatsoever, shall ever be temporarily or permanently parked, located or otherwise maintained forward of the front building set-back or limit line on each lot, as same is shown on the recorded plat of "Oaktree Park 2nd", provided, however, that it is not the intention of this paragraph to exclude the temporary parking of passenger automobiles on any portion of the garage driveway that is located in front of such front building limit or set-back line

on each building site. The architectural committee provided for in paragraph (1) may, in its discretion, waive in whole or in part the restrictions in this paragraph as to fences and enclosures, provided such waiver must be in writing.

(6) No trailers, basement, tent, shack, garage, servants' quarters or other outbuildings, located on any lot in "Oaktree Park 2nd", shall be used as a main residence, temporary or permanent, nor shall any other structures of temporary character be used as a main residence.

(7) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot in "Oaktree Park 2nd", except that dogs, cats or other household pets may be kept, provided that are not kept, bred or maintained for any commercial purposes.

(8) No noxious or offensive trade or activity shall ever be carried on upon any lot and/or building site in "Oaktree Park 2nd", nor shall anything ever be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(9) No trash, ashes, or other refuse may be thrown, placed or dumped on any vacant lot in "Oaktree Park 2nd".

(10) The construction, erection or maintenance of a sign or billboard on any lot or building site in "Oaktree Park 2nd" is specifically prohibited; except that a sign or billboard advertising rental or sale of such property is permitted; provided it does not exceed eight (8) square feet in size, unless specific written consent is obtained in advance from architectural committee, above designated, for the temporary installation of a large size.

(11) No more than one (1) single-family detached residence shall be erected on any residential lot or building site in "Oaktree Park 2nd" and where the whole or parts of two or more adjoining residential lots are combined to form a single building site, no more than one (1) single-family residence shall be constructed on such building site. NO subdivision or combination of parts of any two (2) lots shall result in a building site having less than seventy (70) front feet measured at the front building limit line.

(12) No main residential building, or any part thereof, shall ever be located nearer to the front lot line, or nearer to the side street lot line, than the minimum building set-back lines shown on the recorded plat of "Oaktree Park 2nd", and identified thereon as "Bldg. Line". Moreover, no residential structure shall be located nearer than five (5) feet to any side

lot line, as shown on the recorded plat of "Oaktree Park 2nd", provided, however, that where the whole or parts of two or more adjoining lots are used for a single residential building site, then the aforesaid side lot line restrictions shall not apply on the two or more contiguous sides of said lots, and in lieu thereof, shall apply to the exterior side boundary lines of the actual residential building site used. The aforesaid side lot lines, or side boundary lines, also shall not apply to a detached garage or other outbuilding located sixty (60) feet, or more, from the front lot line of the residential lot or building site on which said outbuilding is erected, provided, however, said outbuilding must be at least five (5) feet from the nearest side lot line or side boundary line. For the purpose of the covenants (in this paragraph), eaves, steps, patios, open porches, fences, driveways or walkways shall not be considered as a part of the residential building, provided, however, that this shall not be construed to permit any portion of a residential building on a lot and/or building site to encroach upon the adjoining lot and/or building site. Furthermore, no detached garage or other outbuilding shall be permitted in the easements reserved for utilities and shown on the recorded plat of "Oaktree Park 2nd".

(13) No single-family residential building shall ever be constructed or erected on any lot and/or building site in "Oaktree Park 2nd" unless the ground floor area of said residence, excluding one-story open porches, breezeways and attached garages, is not less than two thousand (2,200) square feet, except that in the case of a two-story or one and one-half story single family residential dwelling, the ground floor area of said residence, excluding one-story open porches, breezeways and attached garages, shall be not less than one thousand one hundred (1,100) square feet, provided, however, that in the case of what is commonly known as a "split level residence", the total floor area of all levels of the main residential building shall be included in determining that said ground floor area is not less than one thousand one hundred (1,100) square feet, as herein provided.

(14) A minimum of sixty percent (60%) of the actual exterior walls of the main residential building and attached or detached garage, measured from the ground level up to the equivalent of the first floor ceiling (excluding all exterior doors, windows and garage doors), must be constructed of brick, brick veneer, stone, stone veneer or other masonry, provided, however, a majority of the above provided architectural committee may, in its discretion, waive in whole or in part the restrictions in this paragraph applicable to exterior walls, provided such waiver is obtained in writing in advance of such construction.

(15) All main residential buildings, attached or detached garages, and all other buildings erected, placed or constructed on any lot located in "Oaktree Park 2nd" must have the exterior of its roof, or roofs constructed of wood shingles, tile, concrete shingles, or composition wood facsimile shingles equivalent to "Timberline" as manufactured by Owens Company, provided, however, a majority of the above provided architectural committee may, in its discretion, waive in whole or in part the restrictions in this paragraph applicable to shingles, provided such waiver is obtained in writing in advance of such construction.

(16) No leaching cesspool shall ever be constructed and/or used on any lot and/or block in "Oaktree Park 2nd".

(17) No existing erected building or structure of any sort may be moved onto and/or placed on any of the above described lots, building sites, or blocks located in "Oaktree Park 2nd", it being the intention of this covenant definitely to prohibit the moving onto and/or placing of existing residential structures on any of the lots and/or blocks in said "Oaktree Park 2nd".

(18) No windpowered electric generators of any kind shall be erected in "Oaktree Park 2nd". Television reception disk shall be located to the rear of the main residence and shall not be visible from the street at normal eye level. Solar collection devices; plans for such devices shall be submitted to the architectural committee for approval or aesthetic compatibility with the architectural appearance of other residences in "Oaktree Park 2nd". Such solar collection devices shall be either screened from view of the public street or structurally integrated into the residence in such a way as to be architecturally unobtrusive when viewed from the public street.

(19) Subject to the dedication in favor of the City of Edmond of easements for surface water drainage, detention and for public utility installations and maintenance are hereby reserved across the rear of certain lots and along side of certain lots and as designated in other places, in accordance with the designations, "Utl. & Drg. Ease.", "D & U/E." and "detention & D/E" all as shown upon the recorded plat of "Oaktree Park 2nd". The Declarent specifically reserves the right at any time hereafter to amend, extinguish or vacate the aforesaid drainage and utility easements and rights of way as to all or portions of the above described property insofar as such drainage utility easements and rights of way are not actually in use.

(20) Historical elevations influenced by East Coast architecture such as but not limited to:

Greek Revival
French Colonials
Georgian Design
Federal Design

TO BE EXCLUDED:
Contemporary
Victorian
North Dallas Look (gabled look

with

Cape Cod
Williamsburg
Dutch
Salt Box
Acadian
Country Farm House

fancy brick work)

(21) Materials on exterior of home must be conducive to the architectural style and sixty percent masonry unless otherwise approved by the architectural committee;

(22) All windows which are visible from any street must be made of all wood construction including divided light windows with external mutton bars;

(23) Each home must have a cast aluminum mail box set on the city sidewalk facing the curb. Any other mail boxes must be approved by Architectural Committee;

(24) In keeping with the architectural integrity, all roofing materials must be in the style of home; for example, a Spanish Villa must be a tile or tile-like roof. The following roofing materials are acceptable: cedar shakes, slate, tile, concrete tile, built up, torch down or any other material that is architecturally correct as determined by the Architectural Committee. Fiberglass and/or asphalt shingles are not acceptable in Oak Tree Park 1st Addition. Valleys must be copper or painted metal. Composite shingles will be permitted in Oak Tree Park 2nd Addition provided that such shingles are a minimum of 40 lb. laminate and are submitted and approved by the committee;

(25) All overhead garage doors must either be side entry, rear entry or if facing the street from the front they must be at least four (4) feet back from the front of the house;

(26) The Committee must approve all plans prior to lot take down;

(27) Plans must be submitted in accordance with this criteria and the appointed committee shall have five (5) working days for approval, exclusive of the day on which the plans are submitted to the Committee;

(28) Yard signs will be limited to two (2) signs per lot. Each sign should be no larger than 24" x 48". Special exemptions must be approved by the Committee;

(29) All variances from city codes must be approved by the Committee;

(30) Plans shall be for a residential dwelling having a minimum of 2400 square feet air-conditioned living space excluding the garage.

(31) Features which comply with and conform to applicable zoning ordinances, the Restrictive Covenants and the plat of the Subdivision; and

(32) If the purchased lot borders on the easement to Coffee Creek Road, buyer is obligated to extend the brick column fencing with the same materials used on neighboring lots.

(33) Construction Period. Upon commencement of excavation for construction on any Lot or Lots in this plat, the work must be continuous, weather permitting, until the Residence and other Improvements are completed. No delay in the course of construction within a period of fourteen (14) months will be permitted, unless further extension of time for the completion of said Residence and Improvements is given by Declarant. If no such consent is given the Declarant or its designee may, but shall not be obligated to, complete such construction.

(34) Structure. Footing and stem foundation construction is required. No exposed stem walls and/ or concrete.

(35) Above Ground Pools. No swimming pools with a capacity of more than 150 gallons of water shall be installed, placed, erected or maintained above the surface of the ground of any Lot.

(36) Windows. All windows used in Oaktree Park 2nd Addition shall be constructed of wood frames and sashes shall be wood. Exterior finish shall be painted wood or clad in either aluminum or vinyl. No metal muntins or muntins between the glazing will be accepted. True divided light windows are the appearance that is being sought by the Design Review Committee. Exterior muntin bars required.

(37) Erosion Control. During construction of any improvements on any Lot, erosion control must be maintained by the Owner/Builder to control runoff onto the street, common areas, or adjoining property.

(38) Chimneys. Chimneys will be of brick, stone or other material approved by the Design Review Committee. No wood chases are acceptable.

(39) Yard Ornaments. No sculpture or lawn ornaments of any kind will be permitted in yards visible from the street without the written consent of the Design Review Committee.

(40) Should the owner and/or tenant of any lot or lots or building sites in "Oaktree Park 2nd" violate any of the restrictive covenants and/or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein, after reasonable notice, then in such event, any owner of any lot or building site in "Oaktree Park" 2nd" may institute legal proceedings to enjoin, abate and/or correct such violation or violations, and the owner of the lot or lots or building sites permitting the violations, of such restrictions and/or conditions shall pay all attorney fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, said attorney fees to be fixed by the court, and it is further agreed that the amount of said attorney's fees, court costs and other expenses allowed and assessed by the Court, for the aforesaid violation or violations shall become a lien upon the land, as of the date legal proceedings were originally instituted, and said lien shall be subject to the foreclosure in such action, so brought to enforce such restrictions, in the same manner as liens upon real estate, the procedure as to which is fixed by statute.

(41) The covenants herein stated are to run with the land, and shall be binding upon all parties and all persons claiming under them until December 31, 2008, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the Homeowners Association provided herein.

(42) Invalidiation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

(43) Declarant's Exception. With respect to any Lot owned by Declarant and with respect to Commons, nothing contained in this Declaration shall be construed to prevent the operation, erection, maintenance or stroage by Declarant, or its duly authorized agent, of structures, Improvements, signs, materials, fluids or equipment necessary or convenient to the maintenance, development or sale of Property within the Existing Property or subsequent Additions.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, devisees, personal representatives, trustees, successors, and assigns, for a term of twenty-one (21) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; however, no change or amendment shall be made which affects the right of Declarant to make additions to existing property pursuant to Article II, Section 2.2 or Declarant's right to abate the requirement to pay any annual maintenance assessments or any special assessments pursuant to the terms of Article V, Section 5.1.2 or Declarant's right to assign any rights given to Declarant herein, unless said instrument outlining the change or amendment has been approved and signed by Declarant.

Section 8.2 Notices. Any notice required to be sent to a member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mails, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 8.3 Severability. Invalidation of any of these covenants or restrictions by judgment or Court order shall in no wise affect the remaining provisions which shall remain in full force and effect.

Section 8.4 Right to Assign. The Declarant by appropriate instrument may assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, it assignees or grantees may at their option, exercise, transfer or assign such rights, reservations, easements, and privileges or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

ARTICLE VII

ARCHITECTURAL AND DESIGN CONTROL

Section 7.01 Organization, Power of Appointment and Removal of Members. The Association shall have a Architectural Committee, organized as follows:

a. Committee Composition. The Architectural Committee shall consist of at least three (3) regular members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership. A member of the Committee need not be, but may be, a member of the Association, a member of the Board, or an officer of the Association.

b. Quorum. The presence in person of two (2) members of the Architectural Committee shall constitute a quorum at all meetings of the Architectural Committee. The majority vote of the members present shall be required to transact the business of the meeting.

c. Appointment and Removal. The right to appoint and remove all members of the Architectural Committee at any time shall be and is hereby vested solely in the Declarant, so long as it owns any Lot in Oaktree Park 2nd., unless waived from time to time by Declarant. After the Declarant no longer owns any Lots, the right to appoint and remove all members of the Architectural Committee at any time shall be and hereby is vested solely in the Board. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the execution of appropriate minutes filed in the minute book of the Association. Any mortgagee which succeeds Declarant shall also succeed to this right to appoint and remove members of the Architectural Committee.

d. Resignations. Any regular or alternate member of the Architectural Committee may at any time resign from the Committee by giving written notice thereof to Declarant or to the Board, whichever then has the right to appoint Committee members.

e. Vacancies. Vacancies on the Architectural Committee however caused, shall be filled by the Declarant or the Board, whichever then has the power to appoint Committee members. A vacancy or vacancies on the Architectural Committee shall be deemed to exist in case of the death or resignation or removal of any regular or alternate member.

Section 7.02 Duties and Authority. It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural and Design Rules which may be more stringent than, but which shall not be inconsistent with, this

Declaration, and to carry out all other duties imposed upon it by the Declaration. The prior approval of the Architectural Committee shall be required for the construction or alteration of any Improvement located within Oaktree Park 2nd., except for those installed by the Declarant and for such other matters as may be provided in this Declaration, the Certificate, By-Laws, and Architectural and Design Rules.

Section 7.03 Approval. Any approval granted by the Architectural Committee shall be in writing and, unless otherwise specified in said approval, it shall be conditioned upon and require the continued maintenance, landscaping, and screening, as appropriate, or any Improvements on a Lot by the Owner and of any Improvements on the Commons by the Association, and the satisfaction of such other requirements as the Architectural Committee may determine. Any Improvements submitted to and approved by the Architectural Committee must be commenced within one year from the date of said approval, or said approval shall be deemed revoked, and the Owner must again seek approval pursuant to the Architectural and Design Rules, after commencement of the work on an Improvement, the work thereon must be diligently and continuously pursued to completion.

Section 7.04 General Considerations. Pursuant to its rule-making power, the Architectural Committee shall establish a procedure for the preparation, submission, and determination of applications for any alteration or Improvement. The Architectural Committee shall have the right to disapprove any plans or specification or grading or other plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed Improvement, its size, the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the topography, the effect upon view and light, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All decisions of the Architectural Committee shall be final, and no Owner or other parties shall have recourse against the Architectural Committee for its disapproval or any such plans and specifications or plot plan, including lawn area and landscaping. Any approval by the Architectural Committee may be made contingent upon the satisfaction of such conditions as the Committee may specify in the Architectural and Design Rules or in any approval.

Section 7.05 Meetings and Compensation. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. Subject to the provisions of

paragraph b. of Section 8.01, above, the vote or written consent of any three (3) regular members, at a meeting or otherwise, shall constitute the act of the Architectural Committee. The Architectural Committee shall keep and maintain a written record of all actions taken by it at such meetings. Members of the Architectural Committee shall not be entitled to compensation for their services. However, the Architectural Committee may hire engineers or other consultants at Association expense.

Section 7.06 Waiver. The approval of the Architectural Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under the Declaration shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval. Failure of the Architectural Committee to enforce a conditional approval or rule now or hereafter contained in the Architectural and Design Rules shall in no event be deemed a waiver of the right to do so thereafter.

Section 7.07 Liability. Neither the Architectural Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any act or omission resulting in any claim for any damage, loss, or prejudice suffered including, but not limited to, (a) the approval or disapproval of any plans, drawings, or specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, (c) the development of any Property within Oaktree Park 2nd., or (d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the act or omission of a member, such member has acted in good faith on the basis of such information as may be possessed by him.

Section 7.08 Time for Approval. In the event the Architectural Committee fails to approve or disapprove a matter, within thirty (30) days after said plans and specifications have been submitted to it in due form as requested by the Architectural Committee, such matter will be deemed approved, and the prior written approval required by this Article will be deemed to have been complied with fully. However, such matter must be promptly accomplished in accordance with said plans and specifications, and such matter shall in all respects be and continue in the future to be in compliance with this Declaration.

Section 7.09 Architectural and Design Standards. Architectural design shall be in accordance with these covenants and consistent with the community.

Section 7.10 Adoption of Additional Architectural and Design Rules. The Architectural Committee, in its sole discretion, may from time to time amend the Architectural and Design Rules which shall be used as a guide for the orderly development of Oaktree Park 2nd and to ensure the aesthetic harmony of all structures and landscaping within Oaktree Park 2nd. The initial Architectural and Design Rules are attached hereto and marked Exhibit "B".

IN WITNESS WHEREOF, this Declaration is executed by the Declarant this 28th day of September 1998.

Oak Tree Park Development, L.L.C., an Oklahoma limited liability company;

By: Oak Tree Park Management, L.L.C., an Oklahoma limited liability company,
Manager:

By: [Signature]
James Meyer, Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 28th day of Sept., 1998 personally appeared James Meyer, Manager of Oak Tree Park Management, L.L.C., Manager of Oak Tree Park Development, L.L.C., to me known to be the identical persons who subscribed the name of James Meyer to the foregoing instrument as its Managers and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public

My Commission Expires:

Sept. 20, 2000
(Seal)



EXHIBIT "A"

LEGAL DESCRIPTION

A tract or parcel of land located in the Southeast Quarter (SE/4) of Section 10, Township 14 North, Range 3 West of the Indian Meridian in the City of Edmond, Oklahoma County, Oklahoma being more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE/4); THENCE South 89°51'39" West along the South line of said Southeast Quarter (SE/4) a distance of 756.99 feet to the Point or Place of Beginning; THENCE South 89°51'39" West continuing along the South line of said Southeast Quarter (SE/4) a distance of 300.01 feet to the Southeast corner of Oaktree Park 1st Addition; THENCE North 00°14'34" East along the East line of said Oaktree Park 1st Addition a distance of 400.13 feet; THENCE North 22°20'08" East a distance of 590.00 feet. THENCE North 45°25'59" West a distance of 342.32 feet to a point on the North line of Oaktree Park 1st Addition; THENCE South 30°57'53" West along the North line of Oaktree Park 1st Addition a distance of 36.19 feet; THENCE South 89°51'39" West a distance of 1,041.46 feet; THENCE South 70°00'00" West a distance of 50.00 feet; THENCE South 89°51'39" West a distance of 306.18 feet; THENCE South 00°12'55" West a distance of 19.03 feet; THENCE South 89°47'05" West a distance of 140.00 feet to the Northwest corner of said Oaktree Park 1st Addition; THENCE North 00°12'55" East a distance of 345.16 feet; THENCE North 89°51'39" East a distance of 774.80 feet; THENCE North 18°30'31" East a distance of 337.73 feet; THENCE North 89°51'39" East a distance of 529.21 feet to a point on curve to the left in a Northeasterly direction having a radius of 417.81 feet and an arc distance of 146.38 feet; said arc being subtended by a chord bearing of North 80°06'23" East and a chord distance of 145.63 feet; THENCE South 14°19'14" East a distance of 196.09 feet; THENCE North 90°00'00" East a distance of 204.36 feet to a point on a curve to the left in a Southeasterly direction having a radius of 337.99 feet and an arc distance of 241.29 feet; said arc being subtended by a chord bearing of South 27°34'04" East and a chord distance of 236.20 feet; THENCE South 38°03'11" West a distance of 106.53 feet; THENCE South 45°25'59" East a distance of 203.48 feet; THENCE South 28°17'30" East a distance of 158.70 feet; THENCE South 00°14'15" West a distance of 194.65 feet; THENCE South 22°20'08" West a distance of 523.77 feet; THENCE South 00°14'34" West a distance of 364.13 feet to the Point or Place of Beginning. Containing 28.7111 acres more or less.

EXHIBIT "C"

Description of Real Property

A parcel or tract of land being the Southeast Quarter (SE/4) of Section Ten (10), Township Fourteen (14) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Beginning at the Southeast Corner of the Southeast Quarter (SE/4) of said Section Ten (10); thence South $89^{\circ}51'39''$ West along the South line of said Southeast Quarter (SE/4) a distance of 2652.49 feet; thence North $00^{\circ}12'55''$ East along the West line of said Southeast Quarter (SE/4) a distance of 2674.20 feet; thence South $89^{\circ}17'41''$ East along the North line of said Southeast Quarter (SE/4) a distance of 2653.80 feet; thence South $00^{\circ}14'35''$ West along the East line of said Southeast Quarter (SE/4) a distance of 2625.09 feet to the Point of Beginning;

LESS AND EXCEPT

The pieces, parcels or tracts of land located in the Southeast Quarter (SE/4), Section Ten (10), Township Fourteen (14) North, Range Three (3) West, O.M., Oklahoma County, Oklahoma, and more particularly described as follows:

All of the real property platted as OAK TREE PARK 1ST ADDITION to the City of Edmond, Oklahoma County, Oklahoma, according to the plat thereof recorded in Book 52, beginning at page 27, of the plat records of Oklahoma County, Oklahoma.

AND

Commencing at the Southeast Corner of the said Southeast Quarter (SE/4), thence South $89^{\circ}51'39''$ West a distance of 418.00 feet, thence North $00^{\circ}59'31''$ West a distance of 50.01 feet to the Point of Beginning, thence North $00^{\circ}59'31''$ West a distance of 694.97 feet, thence North $89^{\circ}51'39''$ East a distance of 384.05 feet, thence South $00^{\circ}14'34''$ West a distance of 669.91 feet, thence South $45^{\circ}03'06''$ West a distance of 35.47 feet, thence South $89^{\circ}51'39''$ West a distance of 344.08 feet to the Point of Beginning, containing 6.00 acres more or less;

AND

Commencing at the Southwest Corner of the Southeast Quarter (SE/4) of the said section thence North $00^{\circ}12'55''$ East a distance of 1120.00 feet to the Point of Beginning; thence North $00^{\circ}12'55''$ East a distance of 300.00 feet, thence South $89^{\circ}47'05''$ East a distance of 20.00 feet, thence South $00^{\circ}12'55''$ West a distance of 300.00 feet, thence North $89^{\circ}47'05''$ West a

distance of 20.00 feet to the Point of Beginning, containing 5,999.87 square feet or 0.138 acres more or less;

AND

Commencing at the Southwest Corner of the Southeast Quarter (SE/4) of the said section thence North 00°12'55" East a distance of 1912.00 feet to the Point of Beginning; thence North 00°12'55" East a distance of 400.00 feet, thence South 89°47'05" East a distance of 20.00 feet, thence South 00°12'55" West a distance of 400.00 feet, thence North 89°47'05" West a distance of 20.00 feet to the Point of Beginning, containing 7,999.85 square feet or 0.1836 acres more or less.

AND

Commencing at the Southwest Corner of the Southeast Quarter (SE/4) of the said section thence North 00°12'55" East a distance of 1420.00 feet to the Point of Beginning; thence North 00°12'55" East a distance of 492.00 feet, thence South 89°47'05" East a distance of 20.00 feet, thence South 00°12'55" West a distance of 492.00 feet, thence South 89°47'05" West a distance of 20.00 feet to the Point of Beginning, containing 9,839.81 square feet or 0.2259 acres more or less;

AND

Commencing at the Southwest Corner of the Southeast Quarter (SE/4) of the said section thence North 00°12'55" East a distance of 885.02 feet to the Point of Beginning; thence North 00°12'55" East a distance of 534.98 feet; thence South 89°47'05" East a distance of 20.00 feet, thence South 00°12'55" West a distance of 534.86 feet, thence South 89°51'10" West a distance of 20.00 feet to the Point of Beginning, containing 10,698.22 square feet or 0.2456 acres more or less;

AND

Commencing at the Southwest Corner of the Southeast Quarter (SE/4) of the said Section Ten (10) thence North 00°12'55" East a distance of 885.02 feet to the Point of Beginning; thence North 00°12'55" East a distance of 234.98 feet, thence South 89°47'05" East a distance of 20.00 feet, thence South 00°12'55" West a distance of 234.86 feet, thence South 89°51'39" West a distance of 20.00 feet to the Point of Beginning, containing 4,698.35 square feet or 0.108 acres more or less.

EXHIBIT B

BY-LAWS
OAKTREE PARK HOMEOWNER'S ASSOCIATION
(A REAL ESTATE DEVELOPMENT)

ARTICLE 1

NAME AND LOCATION

1.1 The name of this Real Estate Development is Oaktree Park 2nd Addition.

ARTICLE 2

PURPOSE AND PARTIES

2.1 The administration of every property described in Exhibit "A" of the Covenants, Conditions and Restrictions of which these are a part which has been submitted to the provisions of 60 Okla. Stat. §§851 through 855, inclusive, by the recording of said Covenants, Conditions and Restrictions and the Exhibits thereto, including a true and correct copy of the By-Laws. All definitions and terms contained in said Covenants, Conditions and Restrictions shall apply hereto and are incorporated herein by reference.

2.2. All present and future owners, future tenants¹ of any lot, mortgagees and other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Covenants, Conditions and Restrictions, the rules and regulations, all covenants, conditions and restrictions, agreements and easements relating thereto. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a lot shall constitute an agreement that these By-Laws, the Covenants, Conditions and Restrictions, as they may be amended from time to time, and the title conditions are accepted and will be complied with.

ARTICLE 3

LOT OWNERS

3.1. Membership.

Any person on becoming a owner of a lot becomes a member of the Oaktree Park Homeowners Association and will be subject to these By-Laws. Such membership shall terminate without any formal Homeowners Association action whenever such person ceases to own a lot, but such termination shall not relieve or release

any such former owner from any liability or obligation incurred under or in any way connected with this Homeowners Association during the period of such ownership and membership in this Homeowners Association or impair any rights or remedies which the owners have either through the Board of Managers of the Homeowners Association or directly against such former owner or member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto. The membership shall be deemed, conveyed or encumbered with the lot even when such interest is not expressly mentioned or described in the conveyance or other instrument.

3.2. Annual Meetings.

Regular annual meetings of members of the Homeowners Association shall be held on the project or such other suitable place convenient to the members as may be designated by the Board. The first meeting of the Homeowners Association shall be on or about January 1, 1999.

3.3. Special Meetings.

A special meeting of members of the Homeowners Association shall be promptly called by the Board upon the vote of such a meeting by a majority of a quorum of the Board or upon receipt of a written request therefor signed by members representing twenty-five percent (25%) of the total voting power of the Homeowners Association or by members representing fifteen percent (15%) of the voting power residing in members other than Developer.

3.4. Notice of Meetings.

Written notice of regular and special meetings shall be given to members by the Board by mailing a notice to each member which shall specify the place, day and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken. Except in the case of an emergency, notice shall be mailed to each member at least ten (10) days prior to the meeting and shall be posted in a conspicuous place on the common elements.

3.5. Quorum.

Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of lot owners shall constitute a quorum at all meetings of the lot owners. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment,

notwithstanding the withdrawal of enough members to leave less than a quorum. An affirmative vote of a majority of the owners present, either in person or by proxy, shall be required to transact the business of the meeting except wherein the Covenants, Conditions and Restrictions, these By-Laws or by law a higher percentage vote is required.

3.6. Proxies.

At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot or upon receipt of notice by the secretary of the Board of the death or judicially declared incompetence of such member.

3.7. Adjournment.

In the absence of a quorum at the commencement of a members meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. Any adjournment for lack of a quorum shall be a date not less than five (5) days and not more than thirty (30) days from the original meeting date. The quorum for such a reconvened meeting shall be twenty-five percent (25%) of the total voting power of the Homeowners Association.

3.8. Voting.

The owner or owners of each lot shall be entitled to one (1) vote, the value of which shall equal the common interest assigned to said owner or owner's lot as set forth in Exhibit "A" to the Covenants, Conditions and Restrictions, except that the Developer shall be entitled to twenty (20) votes for each lot.

3.9. Order of Business.

The order of business of all meetings of the owners shall follow:

- (a) Roll call and certifying proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of unapproved minutes;
- (d) Reports of officers;
- (e) Reports of Board of Managers;
- (f) Reports of Committees;
- (g) Election of members of the Board of Managers;
- (h) Unfinished business;
- (i) New business; and,

(j) Adjournment.

ARTICLE 4

BOARD OF MANAGERS, SELECTION; TERM OF OFFICE

4.1. Number and Term of Managers.

The Board shall consist of three (3) managers, each of whom shall be a lot owner or an agent of Developer (while Developer remains a lot owner). The "Developer" shall mean Oak Tree Park Development, L.L.C. acting through an agent or agents. The managers shall serve concurrent terms of one (1) year. The initial managers, who shall be appointed by the Developer, or its duly elected replacement, shall serve until the first meeting of the Homeowners Association; thereafter, all managers shall be elected and removed according to these By-Laws. So long as the Developer owns one or more lots, the Developer shall be entitled to elect at least two (2) members of the Board of Managers, who need not be a lot owner. After the Developer has conveyed all lots and is no longer entitled to elect two members of the Board of Managers, all managers shall be lot owners.

4.2. Election of Board of Managers.

4.2.1. Nomination. Nominations for election to the Board of Managers shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting of the Homeowners Association. The nominating committee shall consist of a chairman, who shall be a member of the Board of Managers, and two or more members of the Homeowners Association. The nominating committee shall be appointed by the Board of Managers at least ninety (90) days prior to each annual meeting of the members to serve until the close of such annual meeting. The nominating committee shall make as many nominations for election to the Board of Managers as it shall in its discretion determine but not less than the number of vacancies that are to be filled.

4.2.2. Cumulative voting. Elections of Board members shall be by secret written ballot. All elections in which more than two (2) positions on the Board are to be filled shall be conducted by cumulative voting.

4.2.3. Special Provisions. Except as is hereinabove provided for so long as a majority of the voting power of the Homeowners Association resides in the Developer, the first managers to be elected shall be elected solely by the votes of owners other than the Developer and the remaining managers shall be elected by the usual cumulative voting procedures.

4.3. Removal.

Unless the entire Board is removed from office by the vote of the Homeowners Association's members, an individual manager shall not be removed prior to the expiration of his term of office if the number of votes cast against his removal is greater than the quotient arrived at by dividing the total number of votes that may be cast plus the authorized number of managers. A manager elected pursuant to the special procedures set forth in Sub-Article 4.2.3 may be removed prior to the expiration of his term only by a simple majority of the voting power residing in members other than the Developer. No manager shall continue to serve on the Board if during his term of office, he shall cease to be a lot owner.

4.4. Vacancies.

Vacancies in the Board caused by any reason other than the removal of a manager by a vote of the members shall be filled by a vote of the majority of the remaining managers, even though they may constitute less than a quorum, and each person so elected shall be a manager until a successor is elected at the next annual meeting of the Homeowners Association or at a special meeting of the members called for that purpose.

ARTICLE 5

MEETING OF MANAGERS

5.1. Regular Meetings.

Regular meetings of the Board shall be conducted at least monthly at a time and place within or near the project as may be fixed by the Board. Notice of the time and place of regular meetings shall be given to each manager personally or by mail, telephone or telegraph at least three (3) days prior to the day named for the meeting and shall also be posted at a prominent place or laces within the common elements.

5.2. Special Meetings.

A special meeting of the Board may be called by written notice signed by the President of the Homeowners Association or by any two (2) managers other than the President. Notice shall be provided to all managers and posted in the common elements in the manner prescribed for notice of regular meetings and shall include a description of the nature of any special business to be considered by the Board.

5.3. Waiver of Notice.

Before or at any meeting of the Board, any manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice that manager. Attendance by a manager at any meeting of the Board shall be a waiver of notice by him of the time and place of the meeting.

5.4. Quorum.

The presence in person of a majority of the managers at any meeting of the Board shall constitute a quorum for the transaction of business and the acts of a majority of the managers present at a meeting at which a quorum is present shall be the acts of the Board of Managers. If at any meetings of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

5.5. Adjournment; Executive Session.

The Board may, with the approval of a majority of quorum of the managers, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Homeowners Association is or may become involved and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

5.6. Board Meetings Open to Members.

Regular and special meetings of the Board shall be open to all members of the Homeowners Association; provided, however, that members who are not on the Board may not participate in an deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board.

5.7. Managing Agent and/or Manager.

The Board of Managers may employ for the project a managing agent and/or a manager at a compensation established by the Board of Managers to perform such duties and services as the Board of Managers shall authorize.

5.8 Fidelity Bonds.

The Board of Managers shall attempt to obtain adequate fidelity bonds for all officers and employees of the project

handling or responsible for project funds. The premium for such bonds shall constitute a common expense.

5.9 Compensation.

No member of the Board of Managers shall receive any compensation from the Homeowners Association or lot owners for acting as such.

5.10 Liability of the Board of Managers.

The members of the Board of Managers shall not be liable to the lot owners for any mistake of judgment, negligence or otherwise except for their own individual willful misconduct or bad faith. The lot owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Homeowners Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Covenants, Conditions and Restrictions or of these By-Laws. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Homeowners Association or the project. It is understood and permissible for the original Board of Managers, who are members of or employed by Developer, to contract with the Developer and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any lot owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all the lot owners in the common elements. Every agreement made by the Board of Managers or by the managing agent or by the manager on behalf of the Homeowners Association shall provide that the members of the Board of Managers, or the managing agent or the manager, as the case may be, are acting only as agents for the lot owners and shall have no personal liability thereunder (except as lot owners) and that each lot owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all lot owners in the common elements.

ARTICLE 6

POWERS AND DUTIES OF THE BOARD OF MANAGERS

6.1 Powers and Duties.

The Board of Managers shall have the powers and duties necessary for the administration of every property and may do all such acts and things except as by law or by the Covenants, Conditions and Restrictions or by these By-Laws may not be delegated to the Board of Managers by the lot owners. Without limitation on the generality of the foregoing powers and duties, the Board shall be vested with and responsible for the following powers and duties:

6.1.1. To select, appoint, supervise and remove all officers, agents and employees of the Homeowners Association; to prescribe such powers and duties for them as may be consistent with law and with the Covenants, Conditions and Restrictions and these By-Laws; and to fix their compensation (if not prohibited under these By-Laws) and to require from them security for faithful service when deemed advisable by the Board;

6.1.2. To enforce the applicable provisions of the Covenants, Conditions and Restrictions, these By-Laws and other instruments relating to the ownership, management and control of the project;

6.1.3. To adopt and publish rules and regulations governing the use of the common elements and facilities and the personal conduct of the members of their guests thereon and to establish procedures and penalties for the infraction thereof, subject to a approval of the membership ;

6.1.4. To pay all taxes and assessments which are or could become a lien on the common elements or a portion thereof;

6.1.5. To contract for casualty, liability and other insurance on behalf of the Homeowners Association as provided in the Covenants, Conditions and Restrictions;

6.1.6. To cause the common elements to be maintained and to contract for goods and/or services for the common element or for the Homeowners Association, subject to the limitations set forth in this Article;

6.1.7. To delegate its powers to committees, officers or employees of the Homeowners Association or to a management company pursuant to a written contract as expressly authorized by the Covenants Conditions and Restrictions and these By-Laws;

6.1.8. To prepare budgets and financial statements for the Homeowners Association as prescribed in these By-Laws;

6.1.9. To initiate and execute disciplinary proceedings against members of the Homeowners Association for

violations of the provisions of the Covenants, Conditions and Restrictions, these By-Laws and such rules as may be promulgated by the Board in accordance with procedures set forth in these By-Laws;

6.1.10. To enter upon any privately owned lot as necessary in connection with construction, maintenance or emergency repair for the benefit of the common elements of the owners;

6.1.11. To borrow money and incur indebtedness for purposes of the Homeowners Association and to cause to be executed and delivered therefor in the Homeowners Association's name promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation's or other evidences of debt and securities therefor;

6.1.12. To fix and collect regular and special assessments according to the Covenants, Conditions and Restrictions and these By-Laws and, if necessary, to record a notice of assessment is not paid within thirty (30) days after the due date or bring an action at law against the owner personally obligated to pay such assessment. All reserves for capital expansion, repair and maintenance shall be transferred to and held in a trust fund or funds for such purpose established by a vote of a majority of the members and shall be expended only in the trust manner prescribed;

6.1.13. To prepare and file annual tax returns with the federal government and the State of Oklahoma and to make such elections as may be necessary to reduce or eliminate the tax liability of the Homeowners Association. Without limiting the generality of the foregoing, the Board may, on behalf of the Homeowners Association, elect to be taxed, if possible, under Section 528 of the Internal Revenue Code or any successor statute conferring income tax benefits on owners' associations. In connection therewith, the Board shall take such steps as are necessary to assure that the income and expenses of the Homeowners Association for any taxable year shall meet the following limitations and restrictions:

6.1.13.1. At least eighty percent (80%) of the gross income of the Homeowners Association for any taxable year shall consist solely of amounts received as membership dues, fees or assessments from lot owners,

6.1.13.2. At least ninety percent (90%) or more of the expenditures of the Homeowners Association for any taxable year shall be for the acquisition, construction, management, maintenance and repair of the Homeowners Association's property;

6.1.13.3. No part of the net earnings of the Homeowners Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of the Homeowners Association's property and other than by a rebate of excess membership dues, fees or assessments) to the benefit of an private individual.

6.1.14.4. To enter into a agreements for the security of the Addition, including, but not limited to, patrol of the addition and monitoring of security systems.

6.2. Limitation of the Board's Power.

Except with the vote or written assent of a majority of the voting power of the Homeowners Association residing in members other than Developer, the Board shall be prohibited from taking an of the following actions:

6.2.1. Incurring aggregate expenditures for capital improvements to the common elements in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Homeowner Association for that fiscal ear.

6.2.2. Selling during any fiscal year property of the Homeowners Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Homeowner's Association for that fiscal year.

6.2.3. Paying compensation to managers or to officers of the Homeowners Association for services performed in the conduct of the Homeowners Association's business, provided, however, the Board may cause a manager or officer to be reimbursed for expenses incurred in carrying on the business of the Homeowners

6.2.4. Entering into a contract with a third person wherein the third person will furnish goods or services for the common elements or the Homeowners Association for a term longer than one (1) year with the following exceptions:

6.2.4.1. A management contract;

6.2.4.2. A contract with a public utility company if the rates charges for the materials or services are regulated by the Corporation Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

6.2.4.3. Prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration provided that the policy permits for short rate cancellation by the insured;

Any agreement for professional management of the project or any other contract providing for services by Developer shall provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and shall provide for a maximum contract term of three (3) years.

ARTICLE 7

OFFICERS AND DUTIES

7.1 Enumeration and Term.

The officers of the Homeowners Association shall be a president and vice president, who shall at all times be members of the Board of Managers, a secretary and a treasurer and such other officers as the Board may from time to time by resolution create. The officers shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

7.2 Election of Officers.

Except as to the initial officers who shall be elected by the Board appointed by this Developer as herein provided, the election of officers shall take place at the first meeting of the Board of Managers following each annual meeting of the members.

7.3 Resignation and Removal.

Any officer may be removed from office by a majority of the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignations shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.4 Vacancies.

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7.5 Multiple Offices.

The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to this Article.

7.6 Duties.

The duties of the officers are as follows:

7.6.1. President. The president shall preside at all meetings of the Board of Managers and the Homeowners Association (members); shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks (unless the authority to sign checks in the ordinary course of the Homeowners Association's business has been delegated to a management company as provided in these By-Laws) and promissory notes.

7.6.2. Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

7.6.3. Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Homeowners Association, together with their addresses, and shall perform such other duties as provided by the Board.

7.6.4. Treasurer. The treasurer shall receive an deposit in appropriate bank accounts all monies of the Homeowners Association and shall disburse such funds as directed by resolution of the Board of Managers; shall co-sign all checks and promissory notes of the Homeowners Association; and shall keep proper books of accounts and prepare or have prepared financial statements as required in these By-Laws. The duty of the treasurer to receive and deposit funds and to sign checks in the ordinary course of the Homeowners Association's business may be delegated to a management company as provided in these By-Laws.

7.7. Compensation of Officers.

No officers shall receive any compensation from the Homeowners Association or lot owners for acting as such.

ARTICLE 8

MAINTENANCE AND ASSESSMENTS

Pursuant to the procedures and guidelines set forth in the Covenants, Conditions and Restrictions, the Board shall levy, collect and enforce regular and special assessments for the operation of the Homeowners Association and for management, maintenance and operation of the common elements. The assessments shall be used exclusively to promote the recreation, health, safety and welfare of all residents in the entire project for improvements and maintenance of the common elements for the common good of the project. Regular assessments shall include an adequate reserve fund for maintenance, repairs and replacement of the common elements

ARTICLE 9

DISCIPLINE OF MEMBERS; SUSPENSION OF RIGHTS

The Homeowners Association shall have no power to cause forfeiture or abridgment of an owner's right to the full use and enjoyment of his individually owned lot on account of a failure of the owner to comply with provisions of the Covenants, Conditions and Restrictions, these By-Laws or of duly enacted rules of operation for the common elements and facilities, except where the loss of forfeiture is the result of the judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under a power of sale for failure of the owner to pay assessments levied by the Homeowners Association. Notwithstanding the foregoing, the Board shall have the power to impose reasonable monetary penalties, temporary suspensions of an owner's rights as a member of the Homeowners Association or other appropriate discipline for failure to comply with the Covenants, Conditions and Restrictions, these By-Laws or duly enacted rules; provided that the accused shall be given reasonable notice and the opportunity to be heard by the Board with respect to the alleged violations before a decision to impose discipline is reached. In the case in which monetary penalties are to be imposed, such penalties shall be according to a schedule of penalties, related to specific offenses, which schedule shall be proposed by the Board and approved by the vote or written assent of a majority of the voting power of each class of membership. Such penalties shall bear a reasonable relationship to the conduct for which the penalty is imposed and may only be imposed prospectively.

ARTICLE 10

BUDGETS, FINANCIAL STATEMENTS, BOOKS AND RECORDS

10.1 Budgets and Financial Statements.

Financial statements for the Homeowners Association shall be regularly prepared and copies shall be distributed to each the Homeowners Association as follows:

10.1.1. A pro forma operating statement (budget) for each fiscal year shall be distributed not less than sixty (60) day before the beginning of the fiscal year.

10.1.2. A balance sheet (as of an accounting day which is the last day of the month closest in time to six (6) months fro the date of closing of the first sale of a lot in the project to an individual buyer) and an operating statement for the period fro the date of the first closing to the said accounting date shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the number of the lot and the name of the lot owner assessed.

10.1.3. A balance sheet as of the last day of the Homeowners Association's fiscal year and an operating statement for said fiscal year shall be distributed within ninety (90) days after the close of the fiscal year. In the event a holder, insurer or guarantor of any first mortgage that is secured by a lot in the project submits a written request therefor, the Homeowners Association will provide an audit statement for the preceding fiscal year.

10.2 Fiscal year.

The fiscal year of the Homeowners Association shall be designated by resolution of the Board. In the absence of such resolution the fiscal year shall be the calendar year.

10.3 Inspection of Homeowners Association's Books and Records.

The membership register, books of account and minutes of meetings of the members of the Board and of committees of the Board or Homeowners Association shall be made available for inspection and copying by any member of the Homeowner's Association or by his duly appointed representative at any reasonable time and for a purpose reasonably related to his interest as a member at the office of the Homeowners Association or at such other place within the project as the Board shall prescribe. Such inspection may take place on weekdays during normal hours following at least forty-eight (48) hours written notice to the Board by the member desiring to make the

inspection. Any member desiring copies of any document shall pay the reasonable cost of reproduction. Every manager shall have the absolute right at any reasonable time to inspect all books, records and documents of the Homeowners Association and the physical properties owned or controlled by the Homeowners Association. The right of inspection by a manager includes the right to make extracts and copies of documents.

ARTICLE 11

AMENDMENT OF BY-LAWS

These By-Laws may be amended by a vote or written assent of owners of at least seventy-five percent (75%) of the aggregate interest in the common elements as established by the Covenants, Conditions and Restrictions; provided, however, that each of the particular requirements set forth in 60 Okla. Stat. §§ 851 through 855, inclusive, as it now reads or may be hereafter amended shall always be embodied in the By-Laws. Such modification or amendment shall not become operative unless set forth in amended Covenants, Conditions and Restrictions and duly recorded in the office of the Count Clerk of Oklahoma County, Oklahoma.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 Regulations.

All owners, tenants or their employees or any other person that might use the facilities of the project in any manner are subject to the regulations set forth in these By-Laws and in the project documents and to all reasonable rules enacted pursuant to the Covenants, Conditions and Restrictions. Acquisition, rental or occupancy of any lot shall constitute acceptance and ratification of the revisions of all such rules and regulations.

12.2 Indemnity of officers and Managers.

Each manager and officer shall be indemnified by the Homeowners Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him by judgment or settlement in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a manager or an officer of the Homeowners Association, except in cases of fraud, gross negligence or bad faith of the manager or officer in the performance of his duties.

12.3 Committees.

The Board shall appoint a nominating committee, as provided in these By-Laws. In addition, the Board of Managers shall appoint other committees as deemed appropriate in carrying out its purposes.

12.4 Notices.

Any notice permitted or required to be given by the project documents may be delivered either personally or by mail or as otherwise specifically provided in the project documents. If delivery is by mail, it shall be deemed to have been given seventy two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, return receipt requested, addressed to each person at the current address or addressed to the lot of such person if no address has been given to the secretary; provided, however, that notice of regular or special meetings of members may be mailed without a return receipt.

ARTICLE 13

OBLIGATIONS OF THE HOMEOWNERS

13.1 Assessments.

13.1.1. Monthly Assessments. Assessments shall be due monthly in advance on the first day of each month. After monthly assessments have been set by the Board of Managers, the Board of Managers shall prepare and deliver or mail to each owner an individual statement of the owner's monthly assessment; thereafter, monthly statements shall be prepared and delivered or mailed only in the event of a change in the monthly assessment, the levying of a special assessment or in the event an owner becomes delinquent in the a payment of the monthly assessments.

The assessments made for common expenses shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Managers determines is to be paid by all of the owners, including the Developer, to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the common elements, which sum may include, but shall not be limited to, expenses of management; taxes and insurance with extended coverage and vandalism and malicious mischief with endorsements attached issued in the amount of the maximum replacement value of all the common elements; casualty and public liability and other insurance

premiums; landscaping and care of grounds; common lighting; repairs and renovations; removals of pollutants and trash collections; wages, utility charges for common elements; beautification and decoration; professional fees, including legal and accounting fees, management fees, expenses and liabilities incurred by the managing agent or Board of Managers on behalf of the owners under or by reason of the Covenants, Conditions and Restrictions and the By-Laws of the Homeowners Association; for any deficit arising or any deficit remaining from a previous period; the creation of a reasonable contingency fund, reserves, working capital and sinking funds as well as other costs and expenses relating to the common elements. In the event that cash requirements for common elements exceed the aggregate assessments made pursuant to this Article, the Board of Managers for the Homeowners Association may from time to time and at any time make pro rata increases or decreases in the monthly assessments. The omission or failure to fix the assessment for any period shall not be deemed a waiver, modification or a release of the owners from their obligation to a the same.

13.1.2. Special Assessments. In addition to those monthly assessments described in paragraph 13.1.1, above, special assessments may be made from time to time by the Board of Managers to meet other needs or to construct or establish facilities deemed of benefit to the Homeowners Association and the owners by the Board of Managers or to overcome deficits in the monthly operating budgets; however, there shall be no special assessments for additions, alterations or improvements of or to the common elements requiring an expenditure by the Homeowners Association in excess of \$20,000.00 in any one calendar year without the prior approval of the majority of the owners. Such limitations shall not be applicable, however, to special assessments for the replacement, repair, maintenance or restoration of any common elements which are to be paid for by the Homeowners Association according to the Covenants, Conditions and Restrictions and these By-Laws and shall not be applicable to the purchase, if any, by the Homeowners Association of a lot for use as an office by the Homeowners


13.1.3. Owner's Personal Obligation for Payment of Assessments. The amount of total assessments against such lot shall be the personal and individual debt of the owner thereof. The Board of Managers shall have the responsibility to take prompt action to collect any unpaid assessment in accordance with the terms of the Covenants Conditions and Restrictions.

ESTABLISHMENT OF BY-LAWS

We, the undersigned Developer and all of the managers appointed by the Developer, pursuant to the Covenants, Condition and Restrictions and By-Laws, do hereby certify the foregoing to be the By-Laws of the Oaktree Park Homeowners' Association and, by our signatures hereto, do hereby adopt the foregoing By-Laws a of the 28th day of September, 1998.

Oak Tree Park Development; L.L.C., an Oklahoma limited liability company;

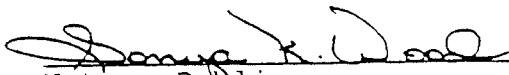
By: Oak Tree Park Management, L.L.C., an Oklahoma limited liability company,
 Manager:

By: 
 James Meyer, Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me on the ___ day of ___, 1998, by James Meyer, Manager of Oak Tree Park Management, L.L.C. as Manager of Oak Tree Park Development, L.L.C.


 Notary Public

My Commission Expires:

Sept. 20, 2000
 (SEAL)



**AMENDMENT TO
THE OWNERS CERTIFICATE AND RESTRICTIONS
FOR OAK TREE PARK 2ND ADDITION TO THE CITY
OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA**

DOC NUMBER 1999124984
BK 7661 PG 731-745
DATE 08/12/99 15:34:09
FILING FEE \$36.00
DOC TAX \$0.00
CAROLYNN CAUDILL
Oklahoma County Clerk
RECORDED AND FILED

KNOW ALL MEN BY THESE PRESENTS:

RECITALS

WHEREAS, Oak Tree Park Development, L.L.C., an Oklahoma Limited Liability Company ("Developer") and the undersigned assignee-builders ("Owners") are all of the Owners of the property described herein on Exhibit "A" ("Subject Property"), which Subject Property was platted into Lots and Blocks ("Lots") pursuant to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, §§851-85, as amended) by the Developer as Oak Tree Park 2nd Addition, which plat was filed on September 24, 1998, and recorded at Plat Book 58, page 40, office of the County Clerk of Oklahoma County, Oklahoma; and

WHEREAS, Developer filed the Declaration of Covenants and Restrictions ("Owners Restrictions") as to the Subject Property whereby ownership of the Lots in the Oak Tree Park 2nd Addition was made (i) subject to the restrictions stated therein and (ii) were made mandatory membership in the Oak Tree Park Homeowners Association, which Owners Restrictions was filed on September 29, 1998, and recorded at Book 7413, page 1536, office of the County Clerk of Oklahoma County, Oklahoma; and

WHEREAS, the Developer and Owners deem it beneficial to the development known as Oak Tree Park 2nd Addition and all subsequent sections or future additions that will be dedicated to the homeowners association, to provide a method whereby owners of lots in the Oak Tree Park 1st Addition, an addition in the City of Edmond, Oklahoma County, Oklahoma, may become members of the homeowners association; and

WHEREAS, a provision for amending the Owners Restrictions was inadvertently omitted in the original Declarations and the Developer and Owners wish to provide herein a method whereby the Owners Restrictions may be amended by less than all of the owners of lots in the Subject Property.

BE IT THEREFORE AGREED:

The undersigned Developer and Owners being the owners of all of the Lots in the Oak Tree Park 2nd Addition and owners of all of the voting interest in the Oak Tree Park Homeowners Association does by these presents amend the Owners Restrictions and the Bylaws for the purpose of adding the provisions stated hereinbelow to provide a method whereby the owners of lots in the Oak Tree Park 1st Addition may become members of the Oak Tree Park Homeowners Association for the use and benefit of all the members of the Oak Tree Park Homeowners Association and to provide in the future for an easier method for amending the Owners Restrictions in the event any such amendment is required, to-wit:

1. The following provisions shall be added additional provision(s) to Article III of the Owners Restrictions, as follows:

3.3 First Addition Lot Owners. Owners of Lots in the Oak Tree Park First Addition (an addition in the City of Edmond, Oklahoma County, Oklahoma), upon submission of satisfactory proof thereof, shall be permitted to become mandatory members of the Oak Tree Park Homeowners Association upon execution and filing in the records of the County Clerks office of Oklahoma County the "Dedication to Homeowners Association" attached hereto as Exhibit "B".

**Robert Shoemaker
Attorney At Law
P.O. Box 2013
Edmond, OK 73082-2013**

(a) Upon execution and filing of the Dedication to Homeowners Association described above the First Addition Lot Owner shall become a mandatory member of the Oak Tree Park Homeowners Association entitled to enjoy all of the uses and benefits thereof including specifically use of all common areas and improvements maintained by the homeowners association. The First Addition Lot Owner(s) joining the association in this manner shall be subject to all provisions contained Declaration of Covenants and Restrictions for the Oak Tree Park 2nd Addition, the Bylaws of the corporation and all rules and regulations of the corporation as if said Owner was an original Owner of a Lot in the 2nd Addition. Except as provided herein for the Declarant, every Member of the Association regardless of where the Member resides shall pay dues at the same rate and shall enjoy the same rights and privileges as any other Owner.

(b) It is specifically provided herein that said First Addition Owner shall only be subject to those provisions pertaining to the homeowners association and the payment of dues. No other provision, property restriction, right, lien or encumbrance in the Owners Restrictions that does not apply to membership and the payment of dues shall apply.

2. The following provisions shall be added as an additional provision to Article VIII of the Owners Restrictions, as follows:

Section 8.5. Amendment. This Declaration, and any amendment thereto, shall not be revoked unless all of the Owners and all of the holders of any recorded mortgage or lien covering or affecting any or all of the Lots unanimously consent and agree to such revocation by instrument(s) duly recorded. Except as provided herein, this Declaration shall not be amended unless the Owners representing an aggregate ownership interest of seventy-five percent (75%), or more, of the Lots agree to such amendment by instrument(s) duly recorded. However, these Declarations may not be amended to remove or restrict any of the rights granted or reserved herein to Declarant without the express written consent of Declarant.

3. Article III, Section 3.2 is hereby replaced by the following paragraph:

Section 3.2 Voting Right. Each member shall be entitled to one (1) vote for each lot in which they hold the interest required for membership specified in Section 3.1, except that Declarant shall be entitled to three (3) votes for each lot owned by Declarant including all lots shown on any preliminary or final plat in Section 10-14N-3W as additional sections to Oak Tree Park. Except for the Declarant, any Owner that owns more than one lot or any part thereof is limited to the number of votes per lot upon which said Owner is actually paying dues. When more than one person holds such interests or interest in any lot, all such person shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event, shall more than one (1) vote be cast with respect to any lot, except as provided for Declarant herein.

4. The following amendments shall be made to Article V, Section 5.3:

(a) The following two sentences shall be added to the end of Section 5.3:

Any owner which owns a lot or a portion thereof adjacent to the lot upon which his residence is constructed shall only pay dues on the one lot. If ownership is ever divided and a residence built on the adjacent lot then dues shall be paid on both lots.

(b) The reference to *January 1, 2000* in the second sentence of Section 5.3 is hereby amended to read *January 1, 2001* (emphasis supplied).

5. The following amendments shall be made to Article V, Section 5.5:

The reference to *January 1, 2000* in the first sentence of Section 5.5 is hereby amended to read *January 1, 2001* (emphasis supplied).

6. Amendment to Bylaws of the Oak Tree Park Homeowners Association: Any and all provisions of the Bylaws referring to Owner or Member are hereby amended to include those Owners of Lots in the Oak Tree Park 1st Addition that execute and file the Dedication to Homeowners Association attached hereto as Exhibit "B".

PROPERTY OWNED

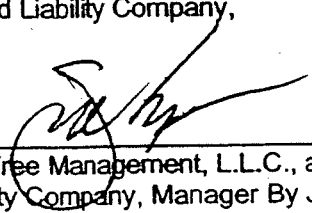
Declarant

Block 6: Lots - All except 1, 5, 6, 7, 8, 9

Oak Tree Park Development, L.L.C., an Oklahoma Limited Liability Company,

Block 7: Lots - All except 1, 2, 3, 6, 8, 9, 13, 15

Block 8: Lots - All except 5, 6, 7, 8, 10

By: 
Oak Tree Management, L.L.C., an Oklahoma Limited Liability Company, Manager By Jim Meyer, Manager

Block 9: Lots - All

(all lots in the Oak Tree Park 2nd Addition)

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 12th day of August, 1999, by Jim Meyer, Manager of Oak Tree Park Management, L.L.C. Manager of Oak Tree Park Development, L.L.C., an Oklahoma Limited Liability Company, on behalf of the Company.



NOTARY PUBLIC

My Commission Expires:

4-16-01
SEAL