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DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

FOR WILLIAMSON FARMS HOMEOWNERS' ASSOCIATION,
WILLIAMSON FARMS P.U.D, A P.U.D.
RESIDENTIAL DEVELOPMENT, PART OF THE
NORTHWEST QUARTER (NW/4) AND THE NORTHEAST QUARTER (NE/4)
SECTION 15, T-10-N, R-4-W, I.M., CLEVELAND COUNTY
TO THE CITY OF OKLAHOMA CITY, OKLAHOMA
AS SHOWN BY THE RECORDED PLAT THEREOF

This Declaration made this 12th day of February 2007, by
Williamson Farms, 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
Oklahoma City, Cleveland 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 will incorporate Williamson Farms
Homeowners' Association, Inc., 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 dominant tenant.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration, the By-laws, or Design Guidelines, unless specifically provided therein, or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "The Properties", also known as the "Tract", 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) That property identified by Declarant, in its sole discretion, as "Common Area", provided that such property is within the described property on Exhibit "A". Homeowners' Association will be responsible for

the maintenance of the streets, lake, swimming pool, clubhouse, playground equipment, walking trail, detention pond, common areas, fences, sidewalks, private-access gate, gate equipment and all other private improvements.

1.3 "Community-Wide Standard" shall mean the standard of conduct, maintenance, architecture, construction or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Managers/Directors of the Association. Such determination, however, must be consistent with the Community-Wide Standard originally established by the Declarant.

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

1.5 "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.

1.6 "Association" shall mean and refer to the Williamson Farms Homeowners' Association, Inc., the Owners' Association, and Homeowners' Association, its successors and assigns.

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

1.8 "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.

1.9 "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.

1.10 "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.

1.11 "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.

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

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

1.14 "Declarant", also known as the "Developer", shall mean Williamson Farms, 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 Oklahoma City, Cleveland 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 regardless of whether Declarant herein shall own legal title to said additional lands at the time of the filing of this instrument, provided that such property is within the property description designated on the Preliminary Plat for Williamson Farms, L.L.C. as filed with the City of Oklahoma City, and attached hereto as Exhibit "D".

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") with respect to additional property which shall extend the scheme of the covenants and restrictions of this declaration to such property 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, except for the Declarant, shall be entitled to one (1) vote for each lot in which they hold the interest required for membership specified in Section 3.1. The Declarant shall be entitled to twenty (20) votes for each Lot in which Declarant, or its successors and assigns, holds an interest. 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, except for the Declarant's vote, in no event, shall more than one (1) vote be cast with respect to any lot.

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 Williamson Farms Homeowners' 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.

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. The Declarant for each Lot owned by it within the Properties hereby covenants, and 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. Declarant shall not be

required to pay the annual maintenance assessment, and approved builders who purchase lots from Declarant shall not be responsible for the annual maintenance assessment for the first twelve (12) months of membership. 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.

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. The assessments levied by the Association shall be used exclusively for the purpose of maintaining common areas, to include, but not limited to, the maintenance of the private-access gates, lake, swimming pool, clubhouse, playground equipment, walking trail, 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, 2007, the annual maintenance assessment for each lot shall not exceed: three hundred fifty dollars (\$350.00) for each "Villa" Lot; four hundred dollars (\$400.00) for each "Estate" Lot; and four hundred fifty dollars (\$450.00) for each "Manor" Lot. From and after January 1, 2008, 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, 2008, 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 Uniformity of Assessments. Every annual maintenance and special assessment established under this Article V shall be fixed at a uniform rate for all Lots.

5.7.1 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 therein 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

GENERAL PROVISIONS

6.1 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.

6.2 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.

6.3 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.

6.4 Enforcement.

The Homeowners' Association, the Developer, any owner and any governmental or quasi-governmental agency or municipality having jurisdiction over the project shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this document and, in such action, shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court; provided, however, that an individual owner shall have no right to enforce the collection of any assessment levied against any other owner under Article 5 above. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

6.5 Invalidity of Any Provision.

Should any provision of this document be declared invalid or in conflict with any law of the jurisdiction where the project is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

6.6 Amendments.

6.6.1 Except as provided in 8.3.2, below, to the extent not inconsistent with 60 O.S. §851, et seq., as same is now or may hereafter be amended, an amendment of the covenants and restrictions herein may be enacted

by the vote or written assent of a majority of the lot owners; provided, however, that the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for an action to be taken under that clause.

6.6.2 Any amendment to the Covenants, Conditions, Restrictions affecting a change in any of the following provisions herein must be agreed to by a vote of the Owners of at least seventy-five percent (75%) of the Members entitled to vote as established by the Covenants, Conditions and Restrictions:

- 6.6.2.1 Voting Rights;
- 6.6.2.2 Assessments, assessment liens or subordination of assessment liens;
- 6.6.2.3 Reserves for maintenance, repair and replacement of common areas;
- 6.6.2.4 Responsibility for maintenance and repairs;
- 6.6.2.5 Reallocation of interests in the general or limited common areas or rights to their use;
- 6.6.2.6 Convertibility of lots into common areas or vice versa;
- 6.6.2.7 Expansion or contraction of the project or the addition, annexation or withdrawal to or from the project;
- 6.6.2.8 Insurance or fidelity bonds;
- 6.6.2.9 Lease of lots;
- 6.6.2.10 Imposition of any restrictions on a lot owner's right to sell or transfer his or her lot;
- 6.6.2.11 A decision by the Owner's Association to establish self-management when professional management had been required previously by an eligible mortgage holder;

6.6.2.12 Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;

6.6.2.13 Any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or

6.6.2.14 Any provisions that expressly benefit mortgage holders, insurers or guarantors.

6.6.3 Any amendment may be recorded in the office of the County Clerk of Cleveland County, Oklahoma.

6.6.4 In the event that the owners, by unanimous action, vote to remove a property from the provisions of 60 O.S. §851, et seq., as it now exists or may be hereafter amended, the eligible mortgage holders representing at least seventy-five percent (75%) of the votes of the mortgaged lots must agree before the action may be effectuated.

6.6.5 With respect to any amendment other than one provided for in Section 6.6.2, above, any mortgage holder entitled to notice pursuant to Section 6.8.2, below, who fails to submit a response to any notice of any proposal for any such amendment within thirty (30) days after the notice of the proposal is received shall be deemed to have impliedly approved the proposed action.

6.7 Encroachments.

Each lot within the Property is hereby declared to have an easement over all adjoining lots and the common elements for the purpose of accommodating any encroachment due to engineering error, error in original construction, settlement or shifting of the building or any other cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist and the rights and obligations of owners shall not be altered in any way by said encroachment, settlement or shifting, provided, however, that in no event will a valid easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful misconduct of said owner or owners. In the event a structure is partially or totally destroyed and then repaired or rebuilt, the owners of each lot agree that minor encroachments over

adjoining lots or common elements shall be permitted and that there shall be a valid easement for the maintenance of said encroachments so long as they shall exist.

6.8 Mortgage Protection Clause.

6.8.1 Rights of First Mortgages.

No breach of any of the covenants, conditions and restrictions contained in this document nor the enforcement of any lien provisions herein shall render invalid the lien of any first mortgage (meaning a mortgage with first priority over any other mortgage) on any lot made in good faith and for value but all of said covenants, conditions and restrictions shall be binding upon and be effective against any owner whose title is derived through foreclosure of trustee's sale or otherwise.

6.8.2 Notice to Lenders.

All institutional lenders that have filed with the Owners' Association an appropriate request shall be entitled to receive the following notices in writing from the Owners' Association:

6.8.2.1 Notice of any proposed change in the project documents, which notice shall be given thirty (30) days prior to the effective date of such change;

6.8.2.2 Notice of default by the owner or trustor of any deed of trust or mortgage on a lot (the beneficial interest in which is held by said institutional lender) in the performance of such owner's or trustor's obligations under the project documents, which default is not cured within thirty (30) days;

6.8.2.3 Notice of any damage or destruction to any individual lot subject to a deed of trust or mortgage (the beneficial interest in which is held by said institutional lender, which damage exceeds One Thousand Dollars (\$1,000.00), which notice shall be given immediately upon the Board's obtaining knowledge of such damage or destruction; and

6.8.2.4 Notice of any loss to or taking of any portion of the common elements or facilities or improvements thereon, which loss or taking exceeds Ten Thousand Dollars (\$10,000.00), which notice shall be given immediately upon the Board's obtaining knowledge of such loss or taking.

6.8.3 Mortgage Priority; Right to Inspect Records.

Notwithstanding any language contained in this document to the contrary, no lot owner and no other party shall have priority over any rights of institutional lenders pursuant to their mortgages in the case of a distribution to lot owners of insurance proceeds or condemnation awards for losses to or taking of lots and/or any portion or element of the common elements. Institutional lenders shall have the right to examine the books and records of the Owners' Association.

6.9 Insurance; Damage or Destruction.

6.9.1 Reconstruction by Lot Owners.

In the event of damage to or destruction of any improvement on any Lot, the owner shall reconstruct the same as soon as reasonably practicable and in substantially in accordance with the original plans and specifications therefore. Each owner shall have an easement of reasonable access onto any adjacent lot for purposes of repair or reconstruction of his lot as provided in this Sub-article.

6.9.2 Association Liability Insurance.

The Owners' Association shall obtain and continue in effect comprehensive public liability insurance insuring the Owners' Association, the Developer and the agents and employees of each and the owners and employees, guests and invitees of the owners against any liability incident to the ownership or use of the common elements and facilities in the common elements and including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured and a "severability of interest" endorsement precluding the insurer from denying coverage to one owner because of the negligence of other owners or to the Owners' Association. Such insurance shall be in amounts deemed appropriate to the Board and to mortgagees holding first mortgages covering individual Lots.

6.9.3 Additional Owners' Association Insurance.

The Owners' Association may purchase such other insurance as it may deem necessary, including without limitation, fire and extended coverage on common elements, plate-glass insurance, workmen's compensation, directors liability and errors and omissions insurance, and shall purchase fidelity coverage against dishonest acts by directors, officers, employees or agents of the Owners' Association (whether said individuals are paid or volunteers) who are responsible for handling funds collected from the owners and belonging to or administered by the Owners' Association as the insured and shall provide coverage in an amount not less than one and one-half (1 1/2) times the Owners' Associations' estimated annual operating expenses and reserve.

6.9.4 Insurance Premiums.

Insurance premiums on policies purchased by the Owners' Association shall be a common expense to be included in the assessments levied by the Owners' Association. The acquisition of insurance by the Owners' Association shall be without prejudice to the right of any lot owner to obtain additional individual insurance.

6.9.5 Proceeds from Insurance.

If any of the common element improvements are damaged by fire or other casualty, insurance proceeds payable to the Owners' Association shall be used to rebuild or repair such damage substantially in accordance with the original plans and specifications therefor. Any excess insurance proceeds shall be deposited to the general funds of the Owners' Association. In the event the proceeds of the Owners' Association insurance policy are insufficient to rebuild or repair a common element, then the Owners' Association may use funds from its general account or, if necessary, from levying a special assessment on all unit owners (or on those responsible for the damage) to restore or rebuild said common element.

6.9.6 Waiver of Subrogation; Notice of Cancellation.

All property and liability insurance carried by the Owners' Association or the owners shall contain provisions whereby the insurer waives rights of subrogation as to the Owners' Association, officers and directors and any owner, their guests, agents and employees.

6.10 Limitation of Restrictions on Developer.

Developer is undertaking certain work in connection with the improvement of the lots. The completion of that work and the sale, rental and other disposal of said lots is essential to the establishment and welfare of the Property. In order that said work may be completed and said property be established as fully occupied as rapidly as possible, nothing in these Covenants, Conditions and Restrictions and shall be understood or construed to:

6.10.1 Prevent Developer, its contractors or subcontractors from doing on the Property or any lot whatever is reasonably necessary or advisable in connection with the completion of the work; or

6.10.2 Prevent Developer or its representatives from erecting, constructing and maintaining on any part or parts of the Property such structures as may be reasonable and necessary for the conduct of its business of completing said work and disposing of the same in parcels by sale, lease or otherwise; or

6.10.3 Prevent Developer from conducting on any part of the Property its business of completing the work and of establishing a plan of lot ownership and of disposing of said Property in lots by sale, lease or otherwise; or

So long as Developer, its successors and assigns, owns one or more of the lots established and described in these Covenants, Conditions, and Restrictions and, except as otherwise specifically provided herein, Developer, its successors and assigns, shall be subject to the provisions of these Covenants, Conditions, and Restrictions.

6.11 Owners' Compliance.

Each owner, tenant or occupant of a lot shall comply with the provisions of the project documents and all decisions and resolutions of the Owners' Association or its duly authorized representatives, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to

recover sums due for damages (including costs and attorney's fees) and/or for injunctive relief. All agreements and determinations lawfully made by the Owners' Association in accordance with the voting percentages established in these Covenants, and Restrictions or in the By-Laws shall be deemed to be binding on all owners, their successors, and assigns.

6.12 Conflicts of Project Documents.

If there is any conflict among or between the project documents, priority shall be given to project documents in the following order: Plat; these Covenants, Conditions, and Restrictions; By-Laws; and Rules and Regulations of the Owners' Association.

6.13 Service of Process.

The name of the person to receive service of process together with the residence or place of business of such person in Oklahoma County is Douglas C. Fellrath, 4101 Perimeter Center Dr., Suite 350, Oklahoma City, Oklahoma 73112, or such other person as the Board may designate by an amendment hereto filed solely for that purpose.

Article VII

DESIGN GUIDELINES AND USE RESTRICTIONS

7.1 Design Guidelines. In addition to the restrictions and covenants contained elsewhere in this Declaration of Covenants, Conditions and Restrictions, the construction of any single-family residence in Phase 1 of the Existing Property shall be in accordance with the Design Guidelines attached hereto as Exhibit "C" and incorporated herein by reference as if set forth in full. The Declarant may file Design Guidelines and/or Use Restrictions for additions to the subdivision filed in accordance with Article II 2.2.1 of these Covenants, Conditions and Restrictions.

7.2 Architecture Review Committee. Until the first meeting of the Board as set forth in the By-laws, Declarant or its designees shall act as the Architecture Review Committee as contemplated by the Design Guidelines. After election of the first Board, the Board shall elect an Architecture Review Committee who shall have the jurisdiction and power to enforce the Design Guidelines within the community. Declarant shall be entitled to appoint one (1) member of the Architecture Review Committee until it no longer owns a Lot in the subdivision.

ARTICLE VIII

EASEMENTS AND MISCELLANEOUS PROVISIONS

8.1 Reciprocal Easements. The Existing Property, and any addition thereto pursuant to Article II (2.2), shall be subject to the following reciprocal easements.

8.1.1 Pedestrian Easements. Nonexclusive easements for the purpose of pedestrian traffic between each Development Tract and: (i) each other Development Tract which is contiguous thereof; (ii) the public street and alleys now or hereafter abutting or located on any portion of the total site; (iii) the public walkways, escalators, elevators, concourses, plazas, malls, skywalks and bridges now and hereafter abutting or located on any portion of the total site; and (iv) the public parking areas now and hereafter abutting the total site or constituting a Development Tract; limited, however, to those portions of each Development Tract which are improved by the owner thereof from time to time for pedestrian walkways and made available by such owner for general use, as such portions may be reduced, increased or relocated from time to time by each such owner.

8.1.2 Vehicular Easements. Nonexclusive easements for the purpose of vehicular traffic between each Development Tract and the public streets and alleys now and hereafter abutting or located on any portions of the Development Tracts which are improved by the owner thereof from time to time for vehicular accessways as such portions may be relocated from time to time by such owner.

8.1.3 Utility Easements. Nonexclusive easements for the installation, operation, maintenance, repair, replacement and removal of: water lines and systems; telephone lines and systems; gas lines and systems; sanitary sewer lines and systems; electrical lines and systems; storm sewers, drainage lines and systems; any other utility lines or systems hereafter developed to serve one or more of the development parcels; provided, however, that all pipes, wires, lines conduits, mains, sewers, systems and related equipment (hereafter called "Utility Facilities") will be installed underground or otherwise enclosed and will be installed, operated and maintained in a manner which will not unreasonably interfere with the use of the Development Tract or improvements on which such Utility Facilities are located. The owner of any Burdened Tract affected by