

May 22, 2002

6/7/02

Filed 6/7/02

AFTER RECORDING RETURN TO:
Carla Curts
Capitol Abstract & Title Co.
1608 NW Expressway
Oklahoma City, Oklahoma 73108

Doc # 2002087146
Bk 8461
Pg 1397-1399
DATE 06/07/02 16:01:45
Filing Fee \$17.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

SECOND AMENDMENT TO THE DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR DEER SPRINGS II ADDITION TO
OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE
NW/4 OF SECTION 24, TOWNSHIP 14N, RANGE 4W OF THE I.M., AS
RECORDED IN BOOK 60 OF PLATS, AT PAGE 71, OF THE PUBLIC
RECORDS OF OKLAHOMA COUNTY, STATE OF OKLAHOMA

Dated: May 22nd, 2002

02063005
CAPITOL ABSTRACT AND TITLE COMPANY
1608 N.W. EXPRESSWAY
OKLAHOMA CITY, OKLAHOMA 73118

3/17

SECOND AMENDMENT TO THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER SPRINGS II ADDITION TO OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE NW/4 OF SECTION 24, TOWNSHIP 14N , RANGE 4W OF THE 1.M., AS RECORDED IN BOOK 60 OF PLATS, AT PAGE 71, OF THE PUBLIC RECORDS OF OKLAHOMA COUNTY, STATE OF OKLAHOMA.

PREAMBLE

THIS SECOND AMENDMENT TO THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER SPRINGS II ADDITION, A RESIDENTIAL SUBDIVISION IN OKLAHOMA COUNTY, STATE OF OKLAHOMA ("This Amended Declaration"), is made as of the 22nd day of May, 2002, by Deer Springs, Development L.L.C., an Oklahoma Limited Liability Company, owner of lots five (5), Six (6), and seven (7), Block two (2) platted within Deer Springs II Addition, a residential subdivision in Oklahoma County, State of Oklahoma according to that certain plat recorded on the 29th day of August, 2001, at Plat Book 60, Page 71, of the land records of Oklahoma County, State of Oklahoma ("Deer Springs II Addition"). This Second Amendment to the Declarations, Covenants and Restrictions amends or adds relevant portions of that certain Declaration of Covenants, Conditions and Restrictions for Deer Springs II Addition, a residential subdivision in Oklahoma County, State of Oklahoma, which were filed of record on the 24th day of January, 2002, at Book 8331, Page 866-869 of the land records of Oklahoma County, State of Oklahoma (the "Deer Springs II Addition Declarations").

WITNESSETH:

WHEREAS, certain Declarations of Covenants, Conditions and Restrictions, covering and affecting Deer Springs, an Addition to Oklahoma County, State of Oklahoma, (the same being an area platted and dedicated and filed of record in Book 58 of Plats, Page 60) were filed of record on the 13th day of May, 1998, in Book 7311, Page 614-635, (the "Deer Springs Declarations"); and whereas the Deer Springs Declarations were amended and superceded by that certain Amended and Restated Declarations of Covenants, conditions and Restrictions filed on the 26th day of July, 1999, in Book 7646, Page 209-229, of the land records of Oklahoma County, State of Oklahoma, (the "Amended Declarations"); and whereas the Amended Declarations were amended by that certain Second Amendment to the Declarations of Covenants, Conditions and Restrictions filed on the 2nd day of May, 2002, in Book 7829, Page 1949-1951, of the land records of Oklahoma County, State of Oklahoma (the "Second Amended Declarations");

WHEREAS, owner does hereby adopt the Amended Declarations, and the Second Amended Declarations, and impress them all against lots five (5), six (6), and seven (7), Block two (2) within Deer Springs II Addition, with the intent that all said covenants and restrictions touch, concern and run with the real property contained within Deer Springs II Addition, subject only to the following amendment which shall affect Deer Springs II Addition:

March 18, 2002

3/18/02

FIRST AMENDMENT TO THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER SPRINGS II ADDITION TO OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE NW/4 OF SECTION 24, TOWNSHIP 14N, RANGE 4W OF THE I.M., AS RECORDED IN BOOK 60 OF PLATS, AT PAGE 71, OF THE PUBLIC RECORDS OF OKLAHOMA COUNTY, STATE OF OKLAHOMA.

PREAMBLE

THIS FIRST AMENDMENT TO THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER SPRINGS II ADDITION, A RESIDENTIAL SUBDIVISION IN OKLAHOMA COUNTY, STATE OF OKLAHOMA ("These Amended Declarations"), is made as of the 18th day of March, 2002, by Deer Springs, L.L.C., an Oklahoma Limited Liability Company ("Declarant") and David M. Bryant and Janet Bryant, Husband and Wife, (collectively "Bryant"), who in the aggregate own all of the lots platted within Deer Springs II Addition, a residential subdivision in Oklahoma County, State of Oklahoma, according to that certain plat recorded on the 29th day of August, 2001, at Plat Book 60, Page 71, of the land records of Oklahoma County, State of Oklahoma ("Deer Springs II Addition"). This First Amendment to the Declarations, Covenants and Restrictions amends the relevant portions of that certain Declaration of Covenants, Conditions and Restrictions for Deer Springs II Addition, a residential subdivision in Oklahoma County, State of Oklahoma, which were filed of record on the 24th day of January, 2002, at Book 8331, Page 866-869 of the land records of Oklahoma County, State of Oklahoma (the "Deer Springs II Addition Declarations").

WITNESSETH:

WHEREAS, Declarant and Bryant are in the aggregate the owners of certain real property located and being a part of the NW4 of Section 24, Township 14 North, Range 4 West of the I.M., Oklahoma County, State of Oklahoma, which is more particularly described as all of the platted land set forth in the plat of Deer Springs II Addition, an Addition to Oklahoma County, State of Oklahoma, which was recorded at Plat Book 60, Page 71, of the land records of Oklahoma County, State of Oklahoma, which plat is incorporated herein by reference;

WHEREAS, certain Declarations of Covenants, Conditions and Restrictions, covering and affecting Deer Springs, an Addition to Oklahoma County, State of Oklahoma, (the same being an area platted and dedicated and filed of record in Book 58 of Plats, Page 60) were filed of record on the 13th day of May, 1998, in Book 7311, Page 614 - 635, (the "Deer Springs Declarations"); and whereas the Deer Springs Declarations were amended and superceded by that certain Amended and Restated Declarations of Covenants, Conditions and Restrictions filed on the 26th day of July, 1999, in Book 7646, Page 209 - 229, of the land records of Oklahoma County, State of Oklahoma, (the "Amended Declarations"); and whereas, the Amended Declarations were amended by that certain Second Amendment to the Declarations of Covenants, Conditions and Restrictions filed on the 2nd day of May, 2000, in Book 7829, Page 1949 - 1951, of the land records of Oklahoma County, State of Oklahoma (the "Second Amended Declarations");

WHEREAS, Declarant and Bryant do hereby adopt the Amended Declarations, and the

Second Amended Declarations, and impress them all against all real property contained within Deer Springs II Addition, with the intent that all said covenants and restrictions touch, concern and run with the real property contained within Deer Springs II Addition, subject only to the following amendments which shall affect only Deer Springs II Addition:

NOW THEREFORE, Declarant and Bryant now wish to amend the Deer Springs II Addition Declarations in order to further promote the orderly development of Deer Springs II Addition:

SECTION 1. Shall be modified so that Association Dues on Lots 1 -7 Block 2, and Lots 1 -6 Block 3 in the amount of \$50.00 per lot per month shall commence on May 1, 2002.

SECTION 2. Shall be deleted in its entirety and replaced as follows: The minimum square footage of livable space shall be 2,500 square feet on all lots in Deer Springs II Addition.

SECTION 4. Shall be deleted in its entirety and replaced as follows: Roof materials that may be used are tile, stone, concrete, aluminum, or high definition composition with a minimum factory guarantee of 25 years.

ARTICLE IX of the Deer Springs Amended Declarations shall be amended as follows, only as it pertains to the lots in Deer Springs II Addition;

SECTION 1. Shall be deleted.

SECTION 5. Shall be deleted and replaced as follows: All exterior chimneys must be constructed of brick or rock. All interior chimneys can be constructed of wood.

SECTION 6. Shall be deleted.

SECTION 9. Shall be deleted.

SECTION 24. Shall be deleted and replaced as follows: All drive ways and parking areas around any residential structure must be of poured concrete.

SECTION 25. Shall be deleted and replaced as follows: All driveways and parking areas around any residential structure shall be of poured concrete

IN WITNESS WHEREOF, the undersigned Declarant and Bryant have set their hands this 18th day of March, 2002.

Deer Springs, L.L.C.

By: Paul Wilson
Managing Agent

David M. Bryant

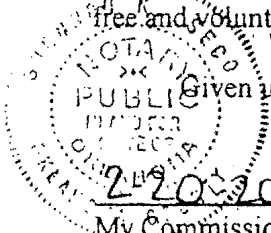
Janet Bryant

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public in and for said County and State, on this 18th day of March, 2002, personally appeared Paul Wilson as Managing Agent of Deer Springs, L.L.C., an Oklahoma Limited Liability Company, to me known to be the identical person who subscribed his name to the foregoing instrument, and who 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 of office the day and year last written above.



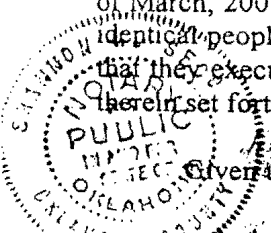
2-20-2005
My Commission Expires

Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public in and for said County and State, on this 18th day of March, 2002, personally appeared David M. Bryant and Janet Bryant to me known to be the identical people who subscribed their names to the foregoing instrument, and who acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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



2-20-2005
My Commission Expires

Notary Public

January 24, 2002

2

Doc 12000001001
21.3.3.1
PLAT 01/24/02 11:37:51
Filing Fee \$19.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolyn Goodill

OKLAHOMA CITY, OKLAHOMA 73118

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER SPRINGS II ADDITION, AN ADDITION TO OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE NW 1/4 OF SECTION 24, TOWNSHIP 14N, RANGE 4W OF THE LM, AS RECORDED IN BOOK 60 OF PLATS, AT PAGE 71 OF THE PUBLIC RECORDS OF OKLAHOMA COUNTY, STATE OF OKLAHOMA.

This Declaration is made by Deer Springs, LLC, an Oklahoma limited liability company:

WITNESSETH

WHEREAS, Deer Springs, LLC, an Oklahoma limited liability company ("Declarant") is the owner of the real property contained within and made a part of Deer Springs II Addition, which is a platted addition recorded in Book 60 of Plats, at Page 71 of the public records of Oklahoma County, State of Oklahoma; and

WHEREAS, certain Declarations of Covenants, Conditions and Restrictions, covering and affecting Deer Springs, an addition to Oklahoma County, State of Oklahoma (the same being an area platted and dedicated and filed for record in Book 58 of Plats, Page 60), were filed of record in Book 7311, Page 0615 of the public records of Oklahoma County, State of Oklahoma, have been filed of record (the "Deer Springs Declarations"); and whereas the Deer Springs Declarations were amended and superceded by that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Deer Springs, an Addition to Oklahoma County, State of Oklahoma, filed on the 26th day of July, 1999 in Book 7646, Page 209 of the land records of Oklahoma County, State of Oklahoma (the "Amended Declarations").

NOW THEREFORE Declarant does hereby adopt the Amended Declarations, and impresses them against all real property contained within Deer Springs II Addition, with the intent that all said covenants and restrictions touch, concern and run with the real property contained within Deer Springs II Addition, subject only to the following amendments which shall affect only Deer Springs II Addition:

Section I of Article VII of the Amended Declarations as they apply to Deer Springs II only is amended to state as follows:

Section I. All Members of the Association except the Class B

4/19

Member, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments and charges, and (2) special assessments for capital improvements or repairs, to be fixed, established, and collected from time to time, as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection (including attorneys' fees) thereof, as hereinafter provided, shall be a charge on the land and may be evidenced by a continuing lien in favor of the Association upon each Lot against which each such assessment is made, and shall be superior to any homestead right or other exemption provided by law, which lien may be enforced by the Association and may be foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with or without power of sale. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. The personal obligations and encumbrances contained in this Article VII of these Second Amended Declarations shall touch and concern the land and shall pass to every Owner's successors in title. The Lots owned by the Class B Members shall not be subject to any assessment. Nothing in this Article VII shall create any obligation by, or a lien against, the Class B Member to pay any assessment by the Association. The annual assessments against a Lot owned by a Class A Member described in this Section 2 of Article VII shall not become due or begin to accrue until such time as 1) a building permit is issued for construction of a residence on such Lot or, 2) the lapse of 180 days from the date that the Member acquires the Lot, whichever first occurs. From the time that a Class A Member acquires a Lot until the earliest of 1) the issuance of a building permit for the construction of a residence on the Member's Lot, or, 2) the lapse of 180 days from the date that the Member acquires the Lot, the Member shall pay an assessment at the rate of \$50.00 per month, which assessment shall be due and paid to the Association upon the earliest of earliest of 1) the issuance of a building permit for the construction of a residence on the Member's Lot, or, 2) the lapse of 180 days from the date that the Member acquires the Lot.

Section 2 of Article IX of the Amended Declarations as they apply to Deer Springs II only is amended to state as follows:

Section 2. Residences constructed on any Lot shall be subject to the following height and size restrictions:

Lots 1, 2, 3, 4, 5, 6 and 7 of Block 2: Homes built on these Lots shall have a minimum of 3,200 square feet of livable space, with a 2,000 square foot minimum required for the bottom floor in the case of a two story house. In computing the required square footage, the basement, porches and garages shall be excluded.

Lots 1, 2, 3, 4, 5 and 6 of Block 3: Homes built on these Lots shall have a minimum of 2,800 square feet of livable space, with a 2,000 square foot minimum required for the bottom floor in the case of a two story house. In computing the required square footage, the basement, porches and garages shall be excluded.

Lot 7 of Block 3: The Home built on this Lot shall have a minimum of 2,600 square feet of livable space, with a 1,800 square foot minimum required for the bottom floor in the case of a two story house. In computing the required square footage, the basement, porches and garages shall be excluded.

Section 4 of Article IX of the Amended Declarations as they apply to Deer Springs II only is amended to state as follows:

Section 4. Roof materials that may be used are wood shingles, shakes, tile, stone or concrete shingles or composition roofs. The quality of the roofing materials shall be determined by Declarant on a case-by-case basis taking into account the architectural and elevation features of the home to be built. All roofs must be approved by Declarant prior to installation.

Article X of the Amended Declarations as they apply to Deer Springs II only is amended to state as follows:

SET-BACK OF BUILDING STRUCTURES

The front and rear building setbacks for the Lots within Deer Springs II shall conform to all building lines reflected in the Plat of Deer Springs II. The side setback for all Lots shall be twenty-five feet.

No residence or outbuilding may be constructed on any Lot outside of the perimeters set forth above. The side setbacks are measured from the side property lines. Declarant may, but need not, approve a deviation from these requirements. No deviation shall be effective unless evidenced by a written document signed by Declarant and filed in the land records of Oklahoma County, State of Oklahoma.

WHEREFORE, the undersigned Declarant as the owner of the lots, blocks and other realty located in and forming Deer Springs II Addition, a residential community, does hereby adopt and impresses upon Deer Springs II Addition the Amended Declarations subject to the amendments and exceptions set forth above. Further, the Owners of the Lots platted within Deer Springs II Addition all become members of Deer Springs Association, Inc., and shall enjoy all privileges and obligations appurtenant thereto in accordance with the Amended Declarations.

IN WITNESS WHEREOF, DECLARANT has set its hand this 23rd day of January, 2002.

Deer Springs, LLC

[Signature]
By Paul Wilson
Managing Agent

ACKNOWLEDGMENT

STATE OF OKLAHOMA)

) ss

COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public in and for said County and State, on this 28th day of January, 2002, personally appeared Paul Wilson as Managing Agent of Deer Springs, LLC, an Oklahoma Limited Liability Company, to me known to be the identical person who subscribed his name to the foregoing instrument, and who 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 of office the day and year last above written.

[Signature]
Notary Public

3-10-2003

My Commission Expires



April 24, 2000

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER SPRINGS, AN ADDITION TO OKLAHOMA COUNTY, STATE OF OKLAHOMA.

PREAMBLE ①

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER SPRINGS, A RESIDENTIAL SUBDIVISION IN OKLAHOMA COUNTY, STATE OF OKLAHOMA ("these Amended Declarations"), is made as of this 24th day of April, 2000, by Deer Springs, LLC, an Oklahoma limited liability company ("Declarant") and D. Glen Coles and Monette Coles (collectively "Coles"), who in the aggregate own all of the lots platted within Deer Springs, a residential subdivision in Oklahoma County, State of Oklahoma according to that certain plat recorded on the 13th day of May, 1998 at Plat Book 58, Page 60, of the land records of Oklahoma County, State of Oklahoma ("Deer Springs"). This Second Amendment to the Declarations amend and supercede the relevant portions of that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Deer Springs, a residential subdivision in Oklahoma County, State of Oklahoma, which were filed of record on the 26th day of July, 1999, at Book 7646, Page 0209 of the land records of Oklahoma County, State of Oklahoma ("The Deer Springs Declarations").

WITNESSETH

WHEREAS, Declarant and Coles are in the aggregate the owners of certain real property located and being a part of the northwest quarter of Section 24, Township 14 North, Range 4 West of the I.M. in Oklahoma County, State of Oklahoma, which is more particularly described as all of the platted land set forth in the plat of Deer Springs, an addition to Oklahoma County, state of Oklahoma which was recorded at Plat Book 58, Page 60, of the land records of Oklahoma County, State of Oklahoma, which plat is incorporated herein by reference;

AND WHEREAS Declarant and Coles now wish to amend the Deer Springs Declarations in order to further promote the orderly development of Deer Springs;

NOW THEREFORE, Declarant and Coles do hereby amend the Deer Springs Declarations by deleting Article IX, Section 24 from the Deer Springs Declarations and in its place and stead adopting the following text as Section 24 of Article IX of the Deer Springs Declarations:

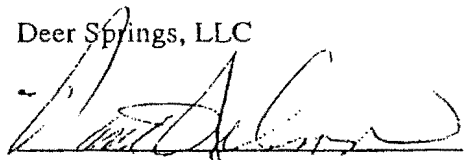
Section 24. All windows and window doors installed on any home or outbuilding shall be made of wood with double or triple painted insulated glass. If mutton bars are used on any window or window door visible from a Street, such windows must have a mutton bar on the exterior of the home. Factory applied vinyl or aluminum cladding of wood windows or wood window doors is permitted. The

State of Oklahoma
County of Oklahoma
Doc Number 2000054
Bk 7829 Pg 1949-19
DATE 05/02/00 11:2
Filing Fee \$12.00
Documentary Tax \$0
Carolynn Caudill
Oklahoma County CI

00053000 CAPITOL ABSTRACT & TITLE CO., LLC.


Architectural Committee, at its sole discretion, may grant variances on a case-by-case basis to the requirements of this Section 24.

IN WITNESS WHEREOF, DECLARANT AND COLES have set their hand this 1st day of ~~APRIL~~ MAY, 2000 2001

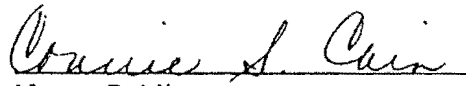
Deer Springs, LLC

By: Paul Wilson
Managing Agent

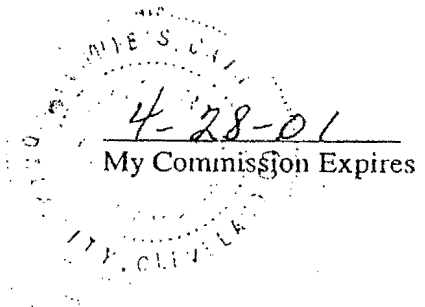
ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

 Before me, the undersigned Notary Public in and for said County and State, on this 1st day of ~~April~~ MAY, 2000, personally appeared Paul Wilson as Managing Agent of Deer Springs, LLC, an Oklahoma Limited Liability Company, to me known to be the identical person who subscribed his name to the foregoing instrument, and who acknowledged to me that he executed the same as his free an voluntary act and deed for the uses and purposes therein set forth.

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


Notary Public



July 13, 1999 / filed July 26, 1999

BOOK 7646 PAGE 0209

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR DEER SPRINGS, AN ADDITION
TO OKLAHOMA COUNTY, STATE OF OKLAHOMA.**

PREAMBLE

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER SPRINGS, A RESIDENTIAL SUBDIVISION IN OKLAHOMA COUNTY, STATE OF OKLAHOMA ("these Amended Declarations"), is made as of this 13th day of July, 1999, by Deer Springs, LLC, an Oklahoma limited liability company ("Declarant") and D. Glen Coles and Monette Coles (collectively "Coles"), who in the aggregate own all of the lots platted within Deer Springs, a residential subdivision in Oklahoma County, State of Oklahoma according to that certain plat recorded on the 13th day of May, 1998 at Plat Book 58, Page 60, of the land records of Oklahoma County, State of Oklahoma. These Amended Declarations amend and supercede that certain Declaration of Covenants, Conditions and Restrictions for Deer Springs, a residential subdivision in Oklahoma County, State of Oklahoma, which were filed of record on the 19th day of March, 1998 at Book 7311, Page 0615 of the land records of Oklahoma County, State of Oklahoma.

WITNESSETH

WHEREAS, Declarant and Coles are in the aggregate the owners of certain real property located and being a part of the northwest quarter of Section 24, Township 14 North, Range 4 West of the I.M. in Oklahoma County, State of Oklahoma, which is more particularly described as all of the platted land set forth in the plat of Deer Springs, an addition to Oklahoma County, state of Oklahoma which was recorded at Plat Book 58, Page 60, of the land records of Oklahoma County, State of Oklahoma, which plat (the "Plat") is incorporated herein by reference;

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

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

RETURN TO: SUITE 200, 9636 N. MAY, OKLAHOMA CITY, OK 73120

DOC NUMBER 1999113989
BK 7646 PG 209-229
DATE 07/26/99 14:26:38
FILING FEE \$48.00
DOC TAX \$0.00
CAROLYNN CAUDILL
Oklahoma County Clerk
RECORDED AND FILED

2/48

AND WHEREAS, there has been incorporated under the laws of the State of Oklahoma, as a non-profit corporation, an entity to be known as Deer Springs Association, Inc., for the purpose of exercising the aforementioned functions;

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

ARTICLE I

DEFINITIONS

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

- A. "Association" shall mean and refer to Deer Springs Association, Inc., a non-profit corporation to be incorporated under the laws of the State of Oklahoma, its successors and assigns.
- B. "Common Areas" shall mean all real property, whether improved or unimproved, deeded by Declarant or others and owned, leased or controlled by the Association for the common use and enjoyment of the Members of the Association.
- C. "Declarant" shall refer to Deer Springs, LLC, and its successors or assigns.
- D. "Fences" shall mean the following where the context so indicates:
 - (1) "Adjoining Fences" shall refer to two or more separate fences which adjoin and are exposed to public view.
 - (2) "Common Area Fences" shall refer to any fence on a Lot which is adjacent to, abuts, or borders any Common Area.
 - (3) "Association Fences" shall refer to any fence erected or placed on any Common Area or along easements and around the perimeter entrance to the Subdivision.

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

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

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

I. "Owner" shall mean and refer to the record owner, whether one or more Persons, of a Lot which is or may become a part of the Property, or may be annexed to form a part of the Property (as more fully provided in Section 1(M) of Article I of these Amended Declarations), including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

J. "Person" shall mean an individual, corporation, partnership, association, limited liability company, trust or other legal entity, or any combination thereof.

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

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

M. The "Subdivision" shall mean all or any part of the Property described in the Plat and all additional adjoining property that Declarant may cause to be added to the Property *through reference of or incorporation by these Amended Declarations. Provided, however,* that these Amended Declarations shall not touch, concern or otherwise affect that parcel of real property described in Exhibit "A" attached hereto and incorporated by reference (the "Separate Tract"). To the extent that the Declarations touched or otherwise concerned the Separate Tract, the Separate Tract is hereby discharged in full from the effect of the Declarations and released from all rights, duties and restrictions created by virtue of the Declarations.

The use of the foregoing defined words in the singular shall also be deemed to refer to the plural, and vice versa, when the context so requires.

ARTICLE II

STAGED DEVELOPMENT

Section 1. Although this initial Declaration restricts only the Property, Declarant without the consent of the Association may develop additional phases of real estate within or without the

Subdivision, which may be annexed to the Property, and which future annexation will provide for the addition of Owners in such other areas as Members of the Association and of additional Common Areas to be owned by the Association. During its existence, the Association will include, as Members, every Owner within the Subdivision. Each additional phase shall be governed by its own use restrictions and covenants which shall be filed of record with the records of Oklahoma County, State of Oklahoma, at the time of development by Declarant.

Each Member of the Association will be subject to its Articles of Incorporation, By-laws, rules and regulations, as from time to time are established and/or amended.

Section 2. Should Declarant develop additional lands within the Subdivision, such additional lands may be annexed by Declarant to the Property and made a part of the subdivision without the consent of the Members.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied, subject to these Amended Declarations is located in Oklahoma County, State of Oklahoma, and is more particularly described and evidenced by the Plat.

ARTICLE IV

MEMBERSHIP IN THE ASSOCIATION

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

ARTICLE V

OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS

Section 1. Every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

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

C. The right of the Association, in accordance with its Articles of Incorporation and By-laws, and with the assent of two-thirds (2/3) of each class of Members, to borrow moneys for the purpose of improving the Common Areas and the facilities and improvements thereon, and in aid thereof to mortgage said Common Areas or any portion thereof.

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

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

F. The right of the Association to enact and enforce rules and regulations concerning the use of the Common Areas.

Section 2. Any Member may delegate, in accordance with the Association's By-laws, his, her or its right of enjoyment to the Common Areas and facilities to the members of his or her family who reside on his or her Lot, or to his, her or its tenants or contract purchasers who reside on his, her or its Lot, subject to such rules, regulations and limitations as the Association may from time to time establish.

Section 3. The Association shall control, maintain, manage and improve the Common Areas as provided in these Amended Declarations and in its Articles of Incorporation and By-laws.

Section 4. Any other provision hereof to the contrary notwithstanding, all Members of the Association, regardless of class, shall have and possess the right to use and enjoy all of the Common Areas and all facilities and improvements thereon owned by the Association, which right may not be denied to any Member of any class without consent of the Members of each class provided, however, that the Board of Directors of the Association may from time to time establish

rules and regulations governing the use of the Association's Common Areas by Members of all classes and their guests; provided further, that such rules and regulations as from time to time adopted shall be uniform as to all Members regardless of class.

ARTICLE VI

CLASSES OF MEMBERS AND VOTING RIGHTS

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

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

Section 2: Class B Membership. The class B Member shall be Declarant. The class B Member shall be entitled to four (4) votes for each Lot in which it holds the interest required for membership by Article IV of these Amended Declarations. The class B membership shall cease and be converted to Class A membership upon the happening of any of the following events, whichever first occurs:

- A. Upon the conveyance by Declarant of all Lots within the Subdivision, or if lands adjoining the Subdivision are made a part of the subdivision by Declarant, and such lands are incorporated by reference to these Amended Declarations, then upon the conveyance by Declarant of all Lots within the Subdivision and said adjoining lands; or
- B. On January 1, 2018; or
- C. If in its sole discretion Declarant so determines.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. All Members of the Association except the Class B Member, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments and charges; and

(2) special assessments for capital improvements or repairs, to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection (including attorneys' fees) thereof, as hereinafter provided, shall be a charge on the land and may be evidenced by a continuing lien in favor of the Association upon each Lot against which each such assessment is made, and shall be superior to any homestead right or other exemption provided by law, which lien may be enforced by the Association and may be foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with or without power of sale. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. The personal obligations and encumbrances contained in this Article VII of these Amended Declarations shall touch and concern the land and shall pass to every Owner's successors in title. The Lots owned by the Class B Members shall not be subject to any assessment. Nothing in this Article VII shall create any obligation by, or a lien against, the Class B Member to pay any assessment by the Association. Annual assessments against a Lot owned by a Class A member shall not become due or begin to accrue become due until such time as a building permit is issued for construction of a residence on such Lot.

Section 2. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and community of the Members, and for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, the maintenance of insurance thereon, repairs, replacements and additions thereto, ad valorem and other property taxes and assessments levied thereon, for the cost of labor, equipment, materials, management and supervision thereof, and utility services for the Common Areas, access gates and any private streets within the Subdivision.

Section 3. *Until January 1 of the year immediately following the conveyance of the first Lot* by Declarant to an Owner, the maximum annual assessment that may be imposed on a Class A Member shall be \$600.00. the annual assessment shall be paid in two installments with the first installment due on or by January 15 and the second installment due on or by June 15 of each year.

Section 4. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment imposed on Class A Members may be increased from \$350.00 by the Association's Board of Directors effective January 1 of each year without a vote of the membership in conjunction with the rise, if any, of the Consumer Price Index (as announced by the United States Department of Labor) for the preceding calendar year.

Section 5. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment imposed upon Class A Members may be increased in a percentage greater than that established by the Consumer Price Index for the previous year, by a vote of the general membership of the Association for the next

succeeding year provided that any such charge shall have the assent of two-thirds (2/3) of the Members pursuant to votes cast in person or by proxy, at a meeting called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting out the purpose of the meeting.

Section 6. In addition to the annual assessments authorized above, the Association may levy in any assessment year, as to Class A Members, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas and Subdivision entrances, including the roadways, fences, fixtures and personal property related thereto; provided that any such assessment shall have the consent of at least one-half (½) of the Members pursuant to votes cast in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; provided further, that the maximum amount of any special assessment which may be assessed against any Member in any assessment year shall not exceed an amount equal to four times the annual dues assessed against said Members for the same year.

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

Section 8. At any meeting of the Members of the Association, the presence at the meeting of Members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum; provided however, that if the required quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members as required herein for transaction to be considered, at an adjourned meeting, and at the adjourned meeting one-half (½) of the required quorum at the preceding meeting shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance by Declarant of the first Lot within the Property. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association's Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Within ten (10) days after a single-family home is initially occupied by any Person, whether by lease or otherwise, the Owners thereof shall furnish written notice of commencement of such occupancy to the Association. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, which in no event shall be more than sixty (60) days after the obligation to pay an assessment accrues. The Association shall, upon demand at any time,

furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of the issuance of these certificates. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Section 10. Any assessments which are not paid when due shall be delinquent. If any assessment is not paid within sixty (60) days after its due date, the assessment shall bear interest from its due date at an annual rate of one and one-half percent (1 ½%) per month plus a late fee of \$25.00, and the Association may bring an action against the Owner personally obligated to pay the same, and/or file and foreclose a lien against the property as provided by the laws of the State of Oklahoma for the foreclosure of a mortgages or deeds of trust, with or without power of sale, and interest costs and reasonable attorneys' fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his or her Lot.

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

Section 12. Exempt Property. The following property subject to these Amended Declarations shall be exempt from the assessments:

- A. All properties dedicated to and accepted by a local public authority;
- B. The Common Areas;
- C. Any Lot owned by the Class B Member.

Section 13. Any Person upon becoming an Owner shall, within ten (10) days from the recording of a deed reflecting such Person as Owner, give written notice to the Association that such Person has become an Owner.

ARTICLE VIII

USES OF LAND

Section 1. All Lots may be used for single-family residence purposes only. No store or business, no gas or automobile service station, and no flat, duplex, condominium or apartment house, though intended for residence purposes, shall be erected or maintained thereon. Notwithstanding anything in the foregoing to the contrary, Declarant and its employees,

representatives, agents and authorized builders, may maintain on any Lot, a business and sales office, model home or show units (including a business and sales office within a model home or show unit), and other sales facilities necessary or required until all of the Lots are sold by Declarant.

Section 2. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the Owners of Lots. Provided, however, that operation of a model home or business and sales office by Declarant or its employees, representatives, agents and authorized builders shall not be deemed to constitute a nuisance or annoyance.

ARTICLE IX

ARCHITECTURE, SIZE, MATERIAL, FENCING AND GENERAL RESTRICTIONS

Section 1. Complete plans including plot plans, elevations, floor plans, specifications, and landscape plans for any structure proposed to be erected on any Lot must first be submitted to the Architectural Review Board for approval, and written approval thereof must be obtained from Declarant prior to the commencement of any construction upon any Lot. If Declarant does not approve or refuses to approve or disapprove within thirty (30) days of its submission, any plot plan, elevation, floor plan, specifications, and landscape plan for any structure proposed to be erected on a Lot, the proposed plot plan, elevation, floor plan, specifications, or landscape shall be deemed to be approved.

Section 2. Residences constructed on any Lot shall be subject to the following height and size restrictions:

- A. Homes shall have a minimum of 3200 square feet of livable space, with a 2000 square foot minimum required for the bottom floor in the case of a two story house. In computing the required square footage, the basement, porches and garages shall be excluded.
- B. No home may be more than two stories in height, exclusive of a basement.

Section 3. The principal exterior of any one story residence built on a Lot shall be at least eighty five percent (85%) brick, stone or stucco, and fifteen percent (15%) may be lap siding or other material which will blend together with the brick, stone or stucco, unless otherwise approved by Declarant. The principal exterior of any two story residence built on a Lot shall be at least seventy five percent (75%) brick, stone or stucco, and twenty five percent (25%) may be lap siding or other material which will blend together with the brick, stone or stucco, unless otherwise approved by Declarant. In no event shall a continuing wall consisting of more than thirty-five percent (35%) of the exterior of a residence be built of any material other than brick, stone or stucco. This restriction is intended to restrict the exterior of residences primarily to masonry in their construction. Any deviation from the foregoing must be, but need not be, approved in advance and in writing by

Declarant. To compute the required square footage of ground floor space for masonry, the area for doors and windows is to be excluded, and the vertical space shall be measured from the exterior finish grade to the top of the top plate of the first floor.

Section 4. Roof materials that may be used are wood shingles, shakes, tile, stone or concrete shingles or composition roofs. Composition roofs shall be manufactured by Certain Teed, Grand Manor quality, or a composition shingle of equal quality. All roofs must be approved by Declarant prior to installation.

Section 5. Brick faced chimney stacks are required for any fireplace located on an outside wall. All exposed portions of a chimney stack rising from a roof must also be brick-faced.

Section 6. Complete guttering is required on every home built on every Lot.

Section 7. All Fencing must be approved by Declarant in advance of its installation. This includes but is not limited to:

- A. Common Area Fences;
- B. Association Fences;
- C. Adjoining Fences;
- D. Any other fence which will extend beyond the front of any building structure constructed on a Lot.

All fencing that adjoins the Common Areas shall be three-rail white PVC. No fences shall be painted. No chain link fences may be installed anywhere on the Property unless approved by Declarant. Sight-proof fencing may be used around swimming pools placed in Lots that abut the Common Areas, provided that such fencing is at least ten feet (10') from the rear of the Lot line. All fences, sight proof or not, must be approved in advance by Declarant.

All Adjoining Fences must be set back at least two feet (2') from the front of any home built on a Lot, unless such fence is determined by Declarant to be an integral part of the building's structure.

Any lot owner desiring to install a three rail white PVC fence will be paid half of the cost from the adjoining property owner, with both lot owners providing bids to arrive at the lowest cost.

Section 8. Upon commencement of excavation for construction on any Lot, the work must remain continuous, weather permitting, until the home is completed. All houses must be completed within an eighteen (18) month period from the commencement of construction, unless further extension of time for the completion of said house is given by Declarant. If no such consent is given, Declarant or its designee may, but shall not be obligated to, complete such construction at the expense of the Owner of the Lot on which such house is situated.

4/20/09

Section 9. Landscaping shall be required on all Lots that have inhabited residences upon them, and said landscaping must conform to a landscape plan submitted to and approved by Declarant. Factors to be considered may include but shall not be limited to whether the landscape plan proposed meets the following criteria:

- A. Planting beds in front yards to represent no less than ten percent of the ground footage of the home.
- B. The preservation of existing trees and addition of tree so that each Lot has a minimum of five (5) trees in the front of a home that are visible from the street and that have a minimum diameter of three inches.
- C. Complete sodding or seeding of all yard areas upon the completion of construction.

Section 10. Every home constructed on any Lot shall have a garage or garages to hold in the aggregate no less than three (3) cars. In the case of garages with capacity for more than three cars, one garage door must be set back at least one foot (1') from the other or others. All garage doors must face the side or rear of a Lot, but garage doors may be located in the front of a home with the approval of Declarant.

Section 11. Outbuildings may be constructed on Lots as accessories to a constructed home. Provided, however, that every outbuilding erected on any Lot shall, unless Declarant otherwise consents in writing, correspond in style, architecture and color to the residence to which it is appurtenant.

All outbuildings erected on any Lot shall be approved or disapproved, in advance of construction, by Declarant within thirty (30) days after submission by an Owner of the proposed outbuilding. The term "outbuildings" as used in these Amended Declarations shall mean any covered or enclosed structure on a Lot not a part of the residence which it serves, and shall include but is not limited to carports, tool sheds, storage sheds, workshops, kennels, cabanas, greenhouses, pergolas, kiosks, and any temporary structures, but does not mean or include horse stable facilities which are addressed in Section 15 of these Amended Declarations. No outbuilding shall be erected on any part of any Lot in front of the setback line. No garage or outbuilding shall be used as a residence or living quarters. No attached garage may be converted to living quarters unless the garage is first replaced by another attached garage.

Section 12. Every home built on a Lot shall have a matching brick or stone mail-box structure. Said structure may be built with an attached planter box provided, however, that the total combined length of the structure running parallel from the street shall not exceed forty-eight inches (48") and provided also that no such structure shall exceed sixty inches (60") in height or twenty-four inches (24") in width, and provided also that no said structure may have more than two planter boxes. No planter box may exceed more than half of the total height of the mail-box structure.

Section 13. No tank for the storage of oil or other fluid may be maintained above-ground on any Lot.

Section 14. Unless Declarant first agrees in writing, the keeping or housing of poultry, cattle or other livestock of any kind or character (including pot-bellied pigs or other pigs and ostrich) on any Lot is prohibited. Provided, however, that up to two horses and a colt less than one year old may be kept on Lots 1, 3, 4, 5 and 6 of the Property. Barns to house as many as two horses and a colt may be erected on Lots 1, 3, 4, 5 and 6 of the Property and corresponds in style, architecture and color to the residence to which it is appurtenant.

Section 15. No trash, ashes or other refuse may be thrown or dumped on any Lot or Common Area. All garbage and trash storage must be screened from the view of the public until placed for collection.

Section 16. No house or outbuilding shall be moved to any Lot from another locality without the prior consent of Declarant. No outbuilding shall be constructed or maintained upon any Lot which in any way impedes the natural drainage of the Lot, without the prior consent of Declarant. 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, 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.

Section 17. No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons can be drilled, or combinations thereof, shall be permitted without the prior written consent of Declarant. Water wells may be drilled without the consent of Declarant.

Section 18. No outdoor clothes lines are permitted on any Lot.

Section 19. Basketball goals are permitted, but must be free-standing, professionally built, maintained in an orderly manner, set back at least forty feet (40') from the front property line and installed in either the back or the side but not in the front of the house. No skateboard, bicycle or roller skate ramps may be constructed on any Lot or Common Area.

Section 20. External accessory structures including but not limited to, exterior wind generators, antennas, radio or television transmission or reception towers and discs, satellite reception antennas (excluding satellite system antennas less than thirty inches (30") in diameter, which are allowed) and the like, shall not be constructed, used or maintained on any Lot. Provided that nothing in this Section shall prohibit the construction of wood structures to be used as children's swing or climbing sets.

Section 21. No parking and/or storage of recreational vehicles, trailers, boats or other vehicles that are not used as every-day transportation may be parked or stored on any street in the Property, or on any Lot or Common Area, except wholly within a garage unit.

No vehicle shall be parked on any yard, nor shall any vehicle be repaired, dismantled, rebuilt or re-serviced on any Lot or Common Area.

No unused vehicle shall be kept on any portion of any Lot or Common Area, except wholly enclosed in a garage. For purposes of these Amended Declarations, an unused vehicle is one that has not been driven under its own propulsion for one (1) week or longer. The Association may notify an Owner of the presence of an unused vehicle within the Owner's Lot and may request the removal of the unused vehicle. If the Owner has not removed the unused vehicle within seventy-two (72) hours of the Owner's receipt of said notice, the Association's Board of Directors may cause the same to be removed and stored at a separate location, all at the Owner's expense. If the owner of the vehicle removed is also an Owner, then the cost of removing and storing the unused vehicle shall be added to the Owner's annual Lot assessment, and said obligation may be enforced through the Association's lien and foreclosure rights.

Section 22. No signs or billboards will be permitted upon any of the Lots except those advertising the sale, rental or availability of the Lot, or receive approval in advance from Declarant. With the prior written consent of Declarant, the Association may maintain signs on the Common Areas, of a size approved by Declarant, for purposes of identification, direction, and expression of ownership, use and exclusivity.

Section 23. Each home built on a Lot shall have an individual septic system.

Section 24. All windows and window doors installed on any home or outbuilding shall be made of wood with double or triple pained insulated glass. If mutton bars are used on any window or window door visible from a Street, such windows must have a mutton bar on the exterior of the home. Factory applied vinyl or aluminum cladding of wood windows or wood window doors is permitted.

Section 25. Private driveways from the street to a Residence located on any Lot and garage and carport parking areas shall be concrete or other hard-surface approved by the Architectural Review Board, and shall be continuously maintained so as to avoid unsightly deterioration and the growth of grass or any other plant on or through such surface. No driveway shall be constructed or altered without the prior written consent of the Architectural Review Board, which shall consider the appearance, design and materials of said driveway and the effect the driveway may have on drainage affecting the Common Areas or any other Lot. Tin horns under driveways shall have solid walls on both sides that match the brick or stone materials on the exterior of the constructed on the same Lot. The tin horn walls shall raise to 8 inches above the surface of the driveway, and shall have a column on each wall with a height of 20 inches from the driveway surface or 12 inches from the top of the wall, upon which each of these columns shall be placed a lighting fixture.

SET-BACK OF BUILDING STRUCTURES

The building setbacks for the Lots within the Property shall be as follows:

1. The front setback on Lots 1, 2 and 6 shall be thirty feet. The front setback on Lots 3, 4 and 5 shall be fifty feet.
2. The rear setback on Lots 1 and 2 shall be twenty five feet from the rear lot line. The rear setback on Lots 3, 4, 5 and 6 shall be the line that marks the beginning of the Private Drainage and Pedestrian Easement # 1 as reflected in the Plat.
3. The side setback for all lots shall be twenty-five feet.

No residence or outbuilding may be constructed on any Lot outside of the perimeters set forth above. The front setbacks are measured from the curb on Deer Spring Circle. The side setbacks are measured from the side property lines. Declarant may, but need not, approve a deviation from these requirements. *No deviation shall be effective unless evidenced by a written document signed by Declarant and filed in the land records of Oklahoma County, State of Oklahoma.*

ARTICLE XI**EASEMENTS AND GATES**

Declarant reserves the right to locate, construct, erect, and maintain, or cause to be located, constructed, erected and maintained, in and on the Common Areas and the areas indicated on any plat of an area within the Subdivision as easements, water, sewer and other pipeline conduits, poles and wires, walking paths and any other method of conducting or performing any quasi-public utility function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance. Declarant may in its own discretion chose the location of walking paths on Lots 3 and 4, so long as the walking paths are located within the Private Drainage and Pedestrian Easement #1 and no less than forty feet (40') from the Building Lot Line as indicated in the Plat.

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

The Owner of each Lot, on their own behalf, and on behalf of their families, guests, tenants, invitees, successors and assigns, does acknowledge that Declarant or the Association may at some time install or maintain a security gate controlling access to the Property by Owners and the public and that such security gate may effect and delay or prevent the timely response of police, ambulance, fire and other emergency personnel and services to locations within the Property. In consideration of the privacy and security afforded by the security gate, each Owner, for himself, his family, guests, lessees, invitees, heirs, successors and assigns, covenants and agrees, concurrent with acquisition of an equitable or legal interest in a Lot, to release and hold harmless Declarant and the Association, the Association's Board of Directors, and individual Owners, from any and all injuries, claims, causes of action, liabilities or other losses incurred by such Owner, his family, guests, tenants or invitees, arising from or associated with the security gate and/or the proper functioning of the security gate.

ARTICLE XII

REARRANGING, RE-SUBDIVIDING OR RE-PLATTING

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

ARTICLE XIV

ARCHITECTURAL CONTROL

Section 1. Until such time as the Class "B" membership expires, an Architectural Review Board consisting of two persons who shall be appointed by Declarant. Replacements to this Board will be made by Declarant as it considers necessary, at its sole discretion. Upon termination of the Class "B" membership, the Architectural Review Board shall then be appointed by the Association's Board of Directors. Replacements to this Board will then be made by the Association as it considers necessary, at its sole discretion.

Section 2. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the properties placed on any Lot 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 of the Property.

Section 3. Except where otherwise provided, all construction plans for additions, new structures and exterior changes will be submitted to the Architectural Review Board in writing for approval. If the Architectural Review Board does not approve or disapprove a submission within thirty (30) days of its receipt by the Board, the proposed structure may be considered approved.

Until such time as the Class "B" membership expires, Declarant may review, overrule, rescind or modify, at its sole discretion, any decision of the Architectural Review Board.

ARTICLE XV

RIGHT TO ENFORCE

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

ARTICLE XVI

RIGHT TO ASSIGN; IMPROVEMENTS

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

Declarant shall, at its expense, construct and provide to the Association an asphalt road as reflected in the Plat. Notwithstanding anything herein contained or implied to the contrary, Declarant is not under any obligation whatsoever to make any improvements within the Subdivision other than the construction of the asphalt road, or to provide utilities or other facilities beyond those which exist in the Property as of the date that a purchaser acquires his, her or its Lot.

ARTICLE XVII

JUDGMENT CONCLUSIVE

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

ARTICLE XVIII

DURATION

Except where otherwise provided for in these Amended Declarations, all of the restrictions set forth herein shall continue and be binding upon Declarant and all Owners, and upon their successors, assigns and grantees, for a period of twenty-one (21) years from the date of this instrument, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that during the first twenty-one (21) year term of these Amended Declarations the Owners of nine-tenths (9/10) of the Lots, and thereafter the Owners of three-fourths (3/4) of the Lots may by a written instrument signed by all of such Persons, vacate, amend or modify all or any part of these Amended Declarations. Any such amendment must be filed of record in the land records of Oklahoma County, State of Oklahoma to be effective.

ARTICLE XIX

SEVERABILITY

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

ARTICLE XX

SPECIAL AMENDMENTS

Anything in Article XVIII of these Amended Declarations to the contrary notwithstanding Declarant hereby reserves and is granted the right and power to record a special amendment to these Amended Declarations at any time and from time to time which amends these Amended Declarations (I) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Department of Veteran's Affairs, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure,

Monette Coles
Monette Coles
Lot 1, Block 1

D. Glen Coles
D. Glen Coles
Lot 1, Block 1

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public in and for said County and State, on this 12 day of July, 1999, personally appeared Monette Coles and D. Glen Coles, to me known to be the identical persons who subscribed their name to the foregoing instrument, and who acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

D. J. Seabae
Notary Public



7/26/99

EXHIBIT A

BOOK 17645 PAGE 0229

A tract of land in the Northwest Quarter (NW/4) of Section Twenty-four (24), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: COMMENCING at the Southwest corner of said Northwest Quarter (NW/4); thence North 99°40'37" East along the South line of said Northwest Quarter (NW/4) a distance of 1,551.22 feet to the point of beginning; thence from said POINT OF BEGINNING North 00°39'19" East a distance of 900.71 feet; thence South 79°22'56" West a distance of 829.38 feet; thence North 49°43'49" West a distance of 191.66 feet; thence North 00°00'08" East a distance of 1,125.42 feet; thence North 89°52'08" East a distance of 369.44 feet; thence South 18°06'16" East a distance of 155.44 feet; thence South 82°40'35" East a distance of 685.37 feet; thence South 17°40'43" East a distance of 34.37 feet; thence South 03°56'07" West a distance of 102.23 feet; thence South 29°29'15" West a distance of 157.93 feet; thence South 54°03'02" East a distance of 292.73 feet; thence South 85°03'13" East a distance of 164.25 feet; thence South 29°56'19" East a distance of 1,021.19 feet; thence South 01°31'49" East a distance of 133.78 feet to a point on the East line of said Northwest Quarter (NW/4); thence South 00°03'34" East along said East line a distance of 330.46 feet to a point, said point being the Southeast corner of said Northwest Quarter (NW/4); thence South 89°40'37" West along the South line of said Northwest Quarter (NW/4) a distance of 1,106.44 feet to the point of beginning.

WHEN RECORDED MAIL TO
 NAME Fred Leibrock
 ADDRESS 211 N Robinson 12th Floor
 CITY & STATE OKC OK 73102

May 13/1998

5/13/98

Note: Re: Legal description of

OS. Find on #

Book: 7311

Page: 0634-0635

AFTER RECORDING, RETURN TO:

Paul Wilson

BOOK 7311 PAGE 0614

Grand Centre Bldg suite 100

5400 N. Grand Blvd. OKC, OK.

73112

DOC NUMBER 9805863
BOOK 7211
PAGES 614 - 635
TIME 12:02:35
FEE 50.00
05/13/1998
Carolynn Caudill
Oklahoma County Clerk
RECORDED AND FILED

98053029

This space reserved for recorder's use only

ATTACHED TO AND FORMING A PART OF:

TYPE OF INSTRUMENT: Deer Springs Plat Declaration
of covenants, conditions & restrictions.

EXECUTION DATE: 5/13/98

~~GRANTOR~~ Deer Springs @ h.h.c.

~~GRANTEE~~ _____

This page added to provide adequate space for recording info. (Additional fee applies, House Bill 2011, eff. July 1, 1997)

22/50

March 19, 1998

3/19/98

Filed 5/13/98

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER SPRINGS, AN ADDITION TO OKLAHOMA COUNTY, STATE OF OKLAHOMA.

PREAMBLE

BOOK 7311 PAGE 0615

98053029

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER SPRINGS, A RESIDENTIAL SUBDIVISION IN OKLAHOMA COUNTY, STATE OF OKLAHOMA ("these Declarations"), is made as of this 19th day of March, 1998, by Deer Springs, LLC, an Oklahoma limited liability company ("Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of certain real property located and being a part of the northwest quarter of Section 24, Township 14 North, Range 4 West of the I.M. in Oklahoma County, State of Oklahoma, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference;

AND WHEREAS a final plat for Deer Springs I, a residential community, was filed of record on 5/13/98, 1998, in Book 58 of Plats, at Page 60 of the records of Oklahoma County, State of Oklahoma (the "Plat");

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

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

AND WHEREAS, there will be incorporated under the laws of the State of Oklahoma, as a non-profit corporation, an entity to be known as Deer Springs Association, Inc., for the purpose of exercising the aforementioned functions;

NOW THEREFORE, Declarant hereby declares that the real property described in Article III hereof is and shall be held, sold, conveyed and occupied subject to the conditions, covenants, restrictions, dedications, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These

Return to: Paul Wilson 98053029
Grand Centre Bldg. Suite 100
5400 N. Grand Blvd. Okla. City, OK 73112

covenants and restrictions shall run with and touch and concern the Property, and shall be binding on all parties having or acquiring any right, title or interest to or in any part thereof, and shall inure to the benefit of each owner thereof.

BOOK 7311 PAGE 0616

ARTICLE I

DEFINITIONS

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

- A. "Association" shall mean and refer to Deer Springs Association, Inc., a non-profit corporation to be incorporated under the laws of the State of Oklahoma, its successors and assigns.
- B. "Common Areas" shall mean all real property, whether improved or unimproved, deeded by Declarant or others and owned, leased or controlled by the Association for the common use and enjoyment of the Members of the Association.
- C. "Declarant" shall refer to Deer Springs, LLC, and its successors or assigns.
- D. "Fences" shall mean the following where the context so indicates:
 - (1) "Adjoining Fences" shall refer to two or more separate fences which adjoin and are exposed to public view.
 - (2) "Common Area Fences" shall refer to any fence on a Lot which is adjacent to, abuts, or borders any Common Area.
 - (3) "Association Fences" shall refer to any fence erected or placed on any Common Area or along easements and around the perimeter entrance to the Subdivision.
- E. "Frontage" or "Fronts" shall mean the direction or way the major elevation of the house or structure erected on a Lot shall face.
- F. "Lot" shall mean and refer to any platted and numbered single-family residential lot shown upon any recorded plat depicting the Property, with the exception of the Common Areas.

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

BOOK 7311 PAGE 0617

I. "Owner" shall mean and refer to the record owner, whether one or more Persons, of a Lot which is or may become a part of the Property, or may be annexed to form a part of the Property (as more fully provided in Section 1(M) of Article I of these Declarations), including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

J. "Person" shall mean an individual, corporation, partnership, association, limited liability company, trust or other legal entity, or any combination thereof.

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

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

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

The use of the foregoing defined words in the singular shall also be deemed to refer to the plural, and vice versa, when the context so requires.

ARTICLE II

STAGED DEVELOPMENT

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

Each Member of the Association will be subject to its Articles of Incorporation, By-laws, rules and regulations, as from time to time are established and/or amended.

Section 2. Should Declarant develop additional lands within the Subdivision, such additional lands may be annexed by Declarant to the Property and made a part of the subdivision without the consent of the Members.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied, subject to these Declarations is located in Oklahoma County, State of Oklahoma, and is more particularly described and evidenced by the Plat attached hereto as Exhibit "B" and incorporated herein by reference.

ARTICLE IV

MEMBERSHIP IN THE ASSOCIATION

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

ARTICLE V

OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS

Section 1. Every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- A. The right of the Association to limit the number of guests of Members and to set and regulate the conditions under which Common Areas may be used by Members and/or their guests, subject to the terms and provisions hereof.
- B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.

C. The right of the Association, in accordance with its Articles of Incorporation and By-laws, and with the assent of two-thirds (2/3) of each class of Members, to borrow moneys for the purpose of improving the Common Areas and the facilities and improvements thereon, and in aid thereof to mortgage said Common Areas or any portion thereof.

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

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

F. The right of the Association to enact and enforce rules and regulations concerning the use of the Common Areas.

Section 2. Any Member may delegate, in accordance with the Association's By-laws, his, her or its right of enjoyment to the Common Areas and facilities to the members of his or her family who reside on his or her Lot, or to his, her or its tenants or contract purchasers who reside on his, her or its Lot, subject to such rules, regulations and limitations as the Association may from time to time establish.

Section 3. The Association shall control, maintain, manage and improve the Common Areas as provided in these Declarations and in its Articles of Incorporation and By-laws.

Section 4. Any other provision hereof to the contrary notwithstanding, all Members of the Association, regardless of class, shall have and possess the right to use and enjoy all of the Common Areas and all facilities and improvements thereon owned by the Association, which right may not be denied to any Member of any class without consent of the Members of each class provided, however, that the Board of Directors of the Association may from time to time establish rules and regulations governing the use of the Association's Common Areas by Members of all classes and their guests; provided further that such rules and regulations as from time to time adopted shall be uniform as to all Members regardless of class.

ARTICLE VI

CLASSES OF MEMBERS
AND VOTING RIGHTS

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

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

Section 2: Class B Membership. The class B Member shall be Declarant. The class B Member shall be entitled to four (4) votes for each Lot in which it holds the interest required for membership by Article IV of these declarations. The class B membership shall cease and be converted to Class A membership upon the happening of any of the following events, whichever first occurs:

- A. Upon the conveyance by Declarant of all Lots within the Subdivision, or if lands adjoining the Subdivision are made a part of the subdivision by Declarant, and such lands are incorporated by reference to these Declarations, then upon the conveyance by Declarant of all Lots within the Subdivision and said adjoining lands; or
- B. On January 1, 2018; or
- C. If in its sole discretion Declarant so determines.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. All Members of the Association except the Class B Member, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments and charges; and (2) special assessments for capital improvements or repairs, to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection (including attorneys' fees) thereof, as hereinafter provided, shall be a charge on the land and may be evidenced by a continuing lien in favor of the Association upon each Lot against which each

BOOK 7311 PAGE 0621

such assessment is made, and shall be superior to any homestead right or other exemption provided by law, which lien may be enforced by the Association and may be foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with or without power of sale. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. The personal obligations and encumbrances contained in this Article VII of these Declarations shall touch and concern the land and shall pass to every Owner's successors in title. The Lots owned by the Class B Members shall not be subject to any assessment. Nothing in this Article VII shall create any obligation by, or a lien against, the Class B Member to pay any assessment by the Association. Annual assessments against a Lot owned by a Class A member shall not become due or begin to accrue become due until such time as a building permit is issued for construction of a residence on such Lot.

Section 2. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and community of the Members, and for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, the maintenance of insurance thereon, repairs, replacements and additions thereto, ad valorem and other property taxes and assessments levied thereon, for the cost of labor, equipment, materials, management and supervision thereof, and utility services for the Common Areas, access gates and any private streets within the Subdivision.

Section 3. Until January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment that may be imposed on a Class A Member shall be \$600.00, the annual assessment shall be paid in two installments with the first installment due on or by January 15 and the second installment due on or by June 15 of each year.

Section 4. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment imposed on Class A Members may be increased from \$350.00 by the Association's Board of Directors effective January 1 of each year without a vote of the membership in conjunction with the rise, if any, of the Consumer Price Index (as announced by the United States Department of Labor) for the preceding calendar year.

Section 5. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment imposed upon Class A Members may be increased in a percentage greater than that established by the Consumer Price Index for the previous year, by a vote of the general membership of the Association for the next succeeding year provided that any such charge shall have the assent of two thirds (2/3) of the Members pursuant to votes cast in person or by proxy, at a meeting called for this purpose, written notice of which shall be sent to all Members not less than thirty

(30) nor more than sixty (60) days in advance of the meeting setting out the purpose of the meeting.

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

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

Section 8. At any meeting of the Members of the Association, the presence at the meeting of Members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum; provided however, that if the required quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members as required herein for transaction to be considered, at an adjourned meeting, and at the adjourned meeting one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance by Declarant of the first Lot within the Property. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association's Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Within ten (10) days after a single-family home is initially occupied by any Person, whether by lease or otherwise, the Owners thereof shall furnish written notice of commencement of such occupancy to the Association. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, which in no event shall be more than sixty (60) days after the obligation to pay an assessment accrues. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of the issuance of these certificates.

Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Section 10. Any assessments which are not paid when due shall be delinquent. If any assessment is not paid within sixty (60) days after its due date, the assessment shall bear interest from its due date at an annual rate of one and one-half percent (1 ½%) per month plus a late fee of \$25.00, and the Association may bring an action against the Owner personally obligated to pay the same, and/or file and foreclose a lien against the property as provided by the laws of the State of Oklahoma for the foreclosure of a mortgage or deeds of trust, with or without power of sale, and interest costs and reasonable attorneys' fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his or her Lot.

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

Section 12. Exempt Property. The following property subject to these Declarations shall be exempt from the assessments:

- A. All properties dedicated to and accepted by a local public authority;
- B. The Common Areas;
- C. Any Lot owned by the Class B Member.

Section 13. Any Person upon becoming an Owner shall, within ten (10) days from the recording of a deed reflecting such Person as Owner, give written notice to the Association that such Person has become an Owner.

ARTICLE VIII

USES OF LAND

Section 1. All Lots may be used for single-family residence purposes only. No store or business, no gas or automobile service station, and no flat, duplex, condominium or apartment house, though intended for residence purposes, shall be erected or maintained thereon. Notwithstanding anything in the foregoing to the contrary, Declarant and its employees, representatives, agents and authorized builders, may maintain on any Lot, a business and sales office, model home or show units (including a business and sales office within a model

home or show unit), and other sales facilities necessary or required until all of the Lots are sold by Declarant.

Section 2. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the Owners of Lots. Provided, however, that operation of a model home or business and sales office by Declarant or its employees, representatives, agents and authorized builders shall not be deemed to constitute a nuisance or annoyance.

ARTICLE IX

ARCHITECTURE, SIZE, MATERIAL, FENCING AND GENERAL RESTRICTIONS

Section 1. Complete plans including plot plans, elevations, floor plans, specifications, and landscape plans for any structure proposed to be erected on any Lot must first be submitted to the Architectural Review Board for approval, and written approval thereof must be obtained from Declarant prior to the commencement of any construction upon any Lot. If Declarant does not approve or refuses to approve or disapprove within thirty (30) days of its submission, any plot plan, elevation, floor plan, specifications, and landscape plan for any structure proposed to be erected on a Lot, the proposed plot plan, elevation, floor plan, specifications, or landscape shall be deemed to be approved.

Section 2. Residences constructed on any Lot shall be subject to the following height and size restrictions:

A. Homes shall have a minimum of 3200 square feet of livable space, with a 2000 square foot minimum required for the bottom floor in the case of a two story house. In computing the required square footage, the basement, porches and garages shall be excluded.

B. No home may be more than two stories in height, exclusive of a basement.

Section 3. The principal exterior of any one story residence built on a Lot shall be at least eighty five percent (85%) brick, stone or stucco, and fifteen percent (15%) may be lap siding or other material which will blend together with the brick, stone or stucco, unless otherwise approved by Declarant. The principal exterior of any two story residence built on a Lot shall be at least seventy five percent (75%) brick, stone or stucco, and twenty five percent (25%) may be lap siding or other material which will blend together with the brick, stone or stucco, unless otherwise approved by Declarant. In no event shall a continuing wall consisting of more than thirty-five percent (35%) of the exterior of a residence be built of any material other than brick, stone or stucco. This restriction is intended to restrict the exterior of residences primarily to masonry in their construction. Any deviation from the foregoing must be, but need not be, approved in advance and in writing by Declarant. To compute the required

square footage of ground floor space for masonry, the area for doors and windows is to be excluded, and the vertical space shall be measured from the exterior finish grade to the top of the top plate of the first floor.

Section 4. Roof materials that may be used are wood shingles, shakes, tile, stone or concrete shingles or composition roofs. Composition roofs shall be manufactured by Certain Teed, Grand Manor quality, or a composition shingle of equal quality. All roofs must be approved by Declarant prior to installation.

Section 5. Brick faced chimney stacks are required for any fireplace located on an outside wall. All exposed portions of a chimney stack rising from a roof must also be brick-faced.

Section 6. Complete guttering is required on every home built on every Lot.

Section 7. All Fencing must be approved by Declarant in advance of its installation. This includes but is not limited to:

- A. Common Area Fences;
- B. Association Fences;
- C. Adjoining Fences;
- D. Any other fence which will extend beyond the front of any building structure constructed on a Lot.

All fencing that adjoins the Common Areas shall be three-rail white PVC. No fences shall be painted. No chain link fences may be installed anywhere on the Property unless approved by Declarant. Sight-proof fencing may be used around swimming pools placed in Lots that abut the Common Areas, provided that such fencing is at least ten feet (10') from the rear of the Lot line. All fences, sight proof or not, must be approved in advance by Declarant.

All Adjoining Fences must be set back at least two feet (2') from the front of any home built on a Lot, unless such fence is determined by Declarant to be an integral part of the building's structure.

Any lot owner desiring to install a three rail white PVC fence will be paid half of the cost from the adjoining property owner, with both lot owners providing bids to arrive at the lowest cost.

Section 8. Upon commencement of excavation for construction on any Lot, the work must remain continuous, weather permitting, until the home is completed. All houses must be completed within an eighteen (18) month period from the commencement of construction, unless further extension of time for the completion of said house is given by Declarant. If no such consent is given, Declarant or its designee may, but shall not be obligated to, complete such construction at the expense of the Owner of the Lot on which such house is situated.

Section 9. Landscaping shall be required on all Lots that have inhabited residences upon them, and said landscaping must conform to a landscape plan submitted to and approved by Declarant. Factors to be considered may include but shall not be limited to whether the landscape plan proposed meets the following criteria:

- A. Planting beds in front yards to represent no less than ten percent of the ground footage of the home.
- B. The preservation of existing trees and addition of tree so that each Lot has a minimum of five (5) trees in the front of a home that are visible from the street and that have a minimum diameter of three inches.
- C. Complete sodding or seeding of all yard areas upon the completion of construction.

Section 10. Every home constructed on any Lot shall have a garage that shall hold no less than three (3) cars. In the case of garages with capacity for more than three cars garages, one garage door must be set back at least one foot (1') from the other or others. All garage doors must face the side or rear of a Lot, but garage doors may be located in the front of a home with the approval of Declarant.

Section 12. Outbuildings may be constructed on Lots as accessories to a constructed home. Provided, however, that every outbuilding erected on any Lot shall, unless Declarant otherwise consents in writing, correspond in style, architecture and color to the residence to which it is appurtenant.

All outbuildings erected on any Lot shall be approved or disapproved, in advance of construction, by Declarant within thirty (30) days after submission by an Owner of the proposed outbuilding. The term "outbuildings" as used in these Declarations shall mean any covered or enclosed structure on a Lot not a part of the residence which it serves, and shall include but is not limited to carports, tool sheds, storage sheds, workshops, kennels, cabanas, greenhouses, pergolas, kiosks, and any temporary structures, but does not mean or include horse stable facilities which are addressed in Section 15 of these Declarations. No outbuilding shall be erected on any part of any Lot in front of the setback line. No garage or outbuilding shall be used as a residence or living quarters. No attached garage may be converted to living quarters unless the garage is first replaced by another attached garage.

Section 13. Every home built on a Lot shall have a matching brick or stone mail-box structure. Said structure may be built with an attached planter box provided, however, that the total combined length of the structure running parallel from the street shall not exceed forty-eight inches (48") and provided also that no such structure shall exceed sixty inches (60") in height or twenty-four inches (24") in width, and provided also that no said structure may have more

than two planter boxes. No planter box may exceed more than half of the total height of the mail-box structure.

Section 14. No tank for the storage of oil or other fluid may be maintained above-ground on any Lot.

Section 15. The keeping or housing of poultry, cattle or other livestock of any kind or character (including pot-bellied pigs or other pigs and ostrich) on any Lot is prohibited. Provided, however, that up to two horses and a colt less than one year old may be kept on Lots 1, 3, 4, 5 and 6 of the Property. Barns to house as many as two horses and a colt may be erected on Lots 1, 3, 4, 5 and 6 of the Property and corresponds in style, architecture and color to the residence to which it is appurtenant.

Section 16. No trash, ashes or other refuse may be thrown or dumped on any Lot or Common Area. All garbage and trash storage must be screened from the view of the public until placed for collection.

Section 17. No house or outbuilding shall be moved to any Lot from another locality without the prior consent of Declarant. No outbuilding shall be constructed or maintained upon any Lot which in any way impedes the natural drainage of the Lot, without the prior consent of Declarant. 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, 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.

Section 18. No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons can be drilled, or combinations thereof, shall be permitted without the prior written consent of Declarant. Water wells may be drilled without the consent of Declarant.

Section 19. No outdoor clothes lines are permitted on any Lot.

Section 20. Basketball goals are permitted, but must be free-standing, professionally built, maintained in an orderly manner, set back at least forty feet (40') from the front property line and installed in either the back or the side but not in the front of the house. No skateboard, bicycle or roller skate ramps may be constructed on any Lot or Common Area.

Section 21. External accessory structures including but not limited to, exterior wind generators, antennas, radio or television transmission or reception towers and discs, satellite reception antennas (excluding satellite system antennas less than thirty inches (30") in diameter, which are allowed) and the like, shall not be constructed, used or maintained on any Lot. Provided that nothing in this Section shall prohibit the construction of wood structures to be used as children's swing or climbing sets.

Section 22. No parking and/or storage of recreational vehicles, trailers, boats or other vehicles that are not used as every-day transportation may be parked or stored on any street in the Property, or on any Lot or Common Area, except wholly within a garage unit.

No vehicle shall be parked on any yard, nor shall any vehicle be repaired, dismantled, rebuilt or re-serviced on any Lot or Common Area.

No unused vehicle shall be kept on any portion of any Lot or Common Area, except wholly enclosed in a garage. For purposes of these Declarations, an unused vehicle is one that has not been driven under its own propulsion for one (1) week or longer. The Association may notify an Owner of the presence of an unused vehicle within the Owner's Lot and may request the removal of the unused vehicle. If the Owner has not removed the unused vehicle within seventy-two (72) hours of the Owner's receipt of said notice, the Association's Board of Directors may cause the same to be removed and stored at a separate location, all at the Owner's expense. If the owner of the vehicle removed is also an Owner, then the cost of removing and storing the unused vehicle shall be added to the Owner's annual Lot assessment, and said obligation may be enforced through the Association's lien and foreclosure rights.

Section 20. No signs or billboards will be permitted upon any of the Lots except those advertising the sale, rental or availability of the Lot, or receive approval in advance from Declarant. With the prior written consent of Declarant, the Association may maintain signs on the Common Areas, of a size approved by Declarant, for purposes of identification, direction, and expression of ownership, use and exclusivity.

Section 21. Each home built on a Lot shall have an individual septic system.

Section 22. All windows and window doors installed on any home or outbuilding shall be made of wood with double or triple paned insulated glass. If mutton bars are used on any window or window door visible from a Street, such windows must have a mutton bar on the exterior of the home. Factory applied vinyl or aluminum cladding of wood windows or wood window doors is permitted.

Section 23. Private driveways from the street to a Residence located on any Lot and garage and carport parking areas shall be concrete or other hard-surface approved by the Architectural Review Board, and shall be continuously maintained so as to avoid unsightly deterioration and the growth of grass or any other plant on or through such surface. No driveway shall be constructed or altered without the prior written consent of the Architectural Review Board, which shall consider the appearance, design and materials of said driveway and the effect the driveway may have on drainage affecting the Common Areas or any other Lot. Tin horns or drainage pipe extending under a driveway shall have a concrete headwall.

5/13/98

ARTICLE X

SET-BACK OF BUILDING STRUCTURES

The building setbacks for the Lots within the Property shall be as follows:

1. The front setback on Lots 1, 2 and 6 shall be thirty feet. The front setback on Lots 3, 4 and 5 shall be fifty feet.
2. The rear setback on Lots 1 and 2 shall be twenty five feet from the rear lot line. The rear setback on Lots 3, 4, 5 and 6 shall be the line that marks the beginning of the Private Drainage and Pedestrian Easement # 1 as reflected in the Plat attached hereto as Exhibit "B".
3. The side setback for all lots shall be twenty feet.

No residence or outbuilding may be constructed on any Lot outside of the perimeters set forth above. The front setbacks are measured from the curb on Deer Spring Circle. The side setbacks are measured from the side property lines. Declarant may, but need not, approve a deviation from these requirements. No deviation shall be effective unless evidenced by a written document signed by Declarant and filed in the land records of Oklahoma County, State of Oklahoma.

ARTICLE XI

EASEMENTS AND GATES

Declarant reserves the right to locate, construct, erect, and maintain, or cause to be located, constructed, erected and maintained, in and on the Common Areas and the areas indicated on any plat of an area within the Subdivision as easements, water, sewer and other pipeline conduits, poles and wires, walking paths and any other method of conducting or performing any quasi-public utility function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance. Declarant may in its own discretion chose the location of walking paths on Lots 3 and 4, so long as the walking paths are located within the Private Drainage and Pedestrian Easement #1 and no less than forty feet (40') from the Building Lot Line as indicated in the Plat.

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

The Owner of each Lot, on their own behalf, and on behalf of their families, guests, tenants, invitees, successors and assigns, does acknowledge that Declarant or the Association may at some time install or maintain a security gate controlling access to the Property by Owners and the public and that such security gate may effect and delay or prevent the timely response of police, ambulance, fire and other emergency personnel and services to locations within the Property. In consideration of the privacy and security afforded by the security gate, each Owner, for himself, his family, guests, lessors, invitees, heirs, successors and assigns, covenants and agrees, concurrent with acquisition of an equitable or legal interest in a Lot, to release and hold harmless Declarant and the Association, the Association's Board of Directors, and individual Owners, from any and all injuries, claims, causes of action, liabilities or other losses incurred by such Owner, his family, guests, tenants or invitees, arising from or associated with the security gate and/or the proper functioning of the security gate.

ARTICLE XII

REARRANGING, RE-SUBDIVIDING OR RE-FLATTING

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

ARTICLE XIV

ARCHITECTURAL CONTROL

Section 1. . . Until such time as the Class "B" membership expires, an Architectural Review Board consisting of two persons who shall be appointed by Declarant. Replacements to this Board will be made by Declarant as it considers necessary, at its sole discretion. Upon termination of the Class "B" membership, the Architectural Review Board shall then be appointed by the Association's Board of Directors. Replacements to this Board will then be made by the Association as it considers necessary, at its sole discretion.

Section 2. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the properties placed on any Lot 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 of the Property.

Section 3. Except where otherwise provided, all construction plans for additions, new structures and exterior changes will be submitted to the Architectural Review Board in writing for approval. If the Architectural Review Board does not approve or disapprove a submission within thirty (30) days of its receipt by the Board, the proposed structure may be considered approved. Until such time as the Class "B" membership expires, Declarant may review,

overrule, rescind or modify, at its sole discretion, any decision of the Architectural Review Board.

ARTICLE XV

RIGHT TO ENFORCE

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

ARTICLE XVI

RIGHT TO ASSIGN; IMPROVEMENTS

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

Declarant shall, at its expense, construct and provide to the Association an asphalt road as reflected in the Plat. Notwithstanding anything herein contained or implied to the contrary, Declarant is not under any obligation whatsoever to make any improvements within the Subdivision other than the construction of the asphalt road, or to provide utilities or other facilities beyond those which exist in the Property as of the date that a purchaser acquires his, her or its Lot.

ARTICLE XVII

BOOK 7311 PAGE 0632

JUDGMENT CONCLUSIVE

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

ARTICLE XVIII

DURATION

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

ARTICLE XIX

SEVERABILITY

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

ARTICLE XX

SPECIAL AMENDMENTS

Anything in Article XVIII of these Declarations to the contrary notwithstanding Declarant hereby reserves and is granted the right and power to record a special amendment to these Declarations at any time and from time to time which amends these Declarations (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Department of Veteran's Affairs, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Lots or improvements thereon. In furtherance of



COON ENGINEERING, INC.

BOOK 7311 PAGE 0634

2832 W. Wilshire Blvd.
Suite 202
Oklahoma City, OK 73116
(405) 842-0363
Fax (405) 842-0364

**LEGAL DESCRIPTION
DEER SPRINGS ADDITION
REMAINDER TRACT**

The Northwest Quarter (NW/4) of Section Twenty-Four (24), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian in Oklahoma County, Oklahoma, less and except the following described tract:

BEGINNING at the Southwest Corner of said Northwest Quarter (NW/4), thence North $00^{\circ}00'08''$ East along the West line of said Northwest Quarter (NW/4) a distance of 30.00 feet; thence North $89^{\circ}40'37''$ East and parallel to the South line of said Northwest Quarter (NE/4) a distance of 521.98 feet; thence North $00^{\circ}20'11''$ West a distance of 918.24 feet; thence South $49^{\circ}43'49''$ East a distance of 301.04 feet; thence North $79^{\circ}22'56''$ East a distance of 829.38 feet; thence South $00^{\circ}39'10''$ West a distance of 900.71 feet to a point on said South line of said Northwest Quarter (NW/4); thence South $89^{\circ}40'37''$ West along said South line a distance of 1551.22 feet to the point of beginning containing 20.143 acres, more or less, said remainder tract to contain 141.453 acres, more or less.

JW
4/28/97

EXHIBIT "A"

PCADPVLSTH01RDMANDI L0X

ENGINEERS • SURVEYORS • PLANNERS

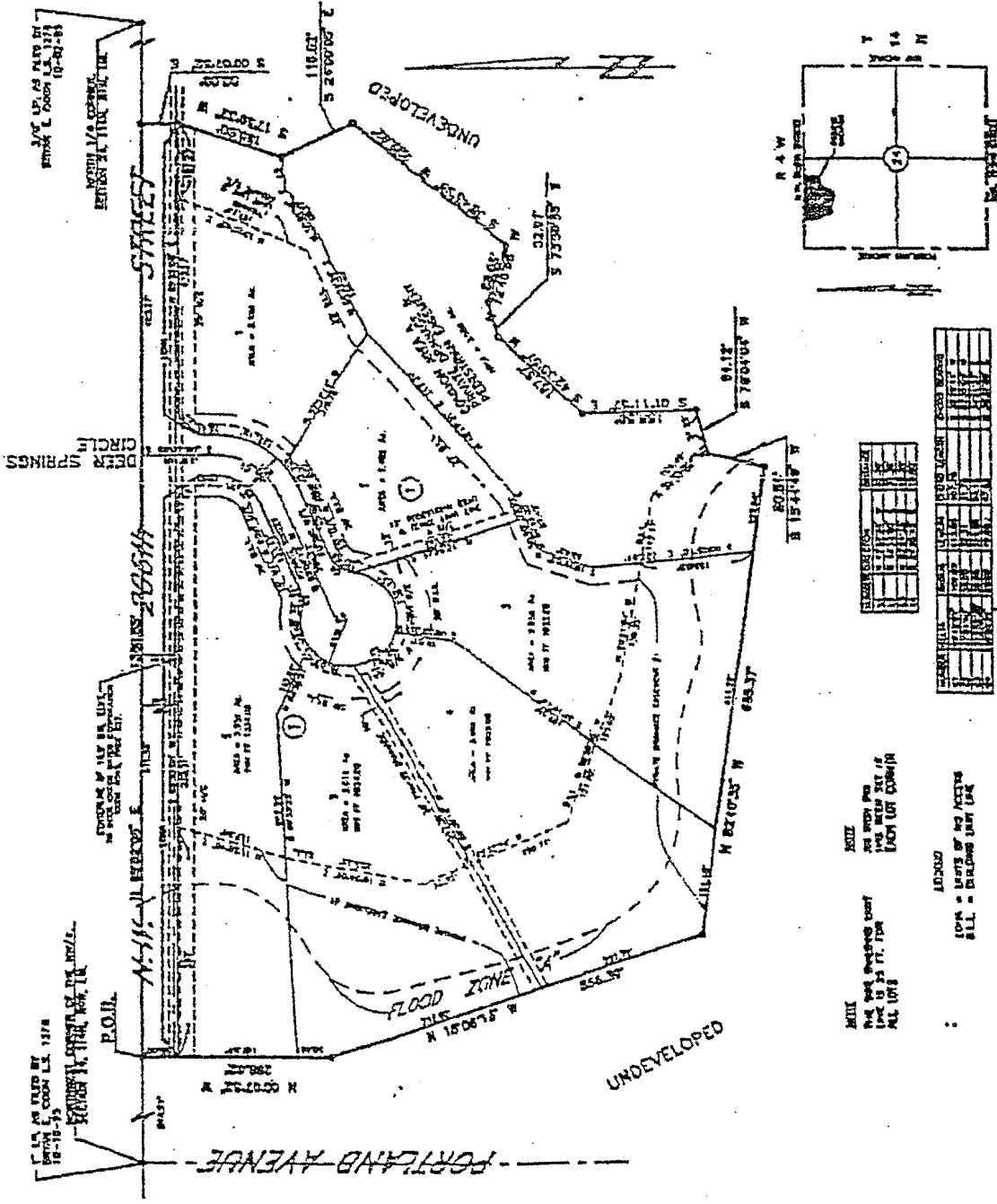


EXHIBIT "B"