

FEE: \$10.00

CHANGE OR DESIGNATION

FILED

FILE IN DUPLICATE

OF

FEB 11 1987

PRINT CLEARLY

REGISTERED AGENT AND/OR LOCATION OF REGISTERED OFFICE

(Oklahoma Corporation)

SOS CORP. KEY:

OKLAHOMA SECRETARY OF STATE FOR OFFICE USE ONLY

PLEASE NOTE: This form must be filed with a letter from the Oklahoma Tax Commission stating the franchise tax has been paid by the corporation for the current fiscal year.

TO THE SECRETARY OF STATE OF THE STATE OF OKLAHOMA, 101 State Capitol Bldg., Oklahoma City, OK 73105

The undersigned, for the purpose of changing/designating the name of the corporation's registered agent or address of the registered office, or both, in Oklahoma, as provided by Section 1023/1026B. of the Oklahoma General Corporation Act, hereby certifies:

1. The name of the corporation is: East Oak Place Owners Association, Inc.

2. The location of the registered office is changed to/designated as:

15th Floor, One Leadership Square,	Oklahoma City	Oklahoma	73102
STREET ADDRESS	CITY	COUNTY	ZIP CODE

(P.O. BOXES ARE NOT ACCEPTABLE.)

The name of the registered agent at such address: Mock, Schwabe, Waldo, Elder, Reeves & Bryant, A Professional Corporation

The undersigned hereby further certifies that the Board of Directors of the corporation has authorized the foregoing change(s) by appropriate resolution(s).

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by its President and attested by its Secretary, this 2nd day of February, 19 87.

EAST OAK PLACE OWNERS ASSOCIATION, INC.

By J.W. Armstrong President (Please print name)

ATTEST.

Joyce L. Painter Secretary (Please print name)

OFFICE OF THE SECRETARY OF STATE



NON-PROFIT
CERTIFICATE OF INCORPORATION

To all to Whom these Presents shall Come, Greetings:

WHEREAS, *Articles of Incorporation duly signed and verified of*

EAST OAK PLACE OWNERS ASSOCIATION, INC.

have been filed in the office of the Secretary of State as provided by the Laws of the State of Oklahoma.

NOW THEREFORE, *I, the undersigned, Secretary of State of the State of Oklahoma by virtue of the powers vested in me by law, do hereby issue this Certificate of Incorporation.*

IN TESTIMONY WHEREOF, *I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.*

Filed at the City of Oklahoma City, this 21st.

day of October, A.D. 19 83

Jeanette B. Edmondson
Secretary of State

By: *W. L. Courney*



OFFICE OF THE SECRETARY OF STATE



AMENDED

CERTIFICATE OF INCORPORATION

To all to Whom these Presents shall Come, Greetings:

WHEREAS, *Articles of Incorporation duly signed and verified of*

EAST OAK PLACE OWNERS ASSOCIATION, INC.

have been filed in the office of the Secretary of State as provided by the Laws of the State of Oklahoma.

NOW THEREFORE, *I, the undersigned, Secretary of State of the State of Oklahoma by virtue of the powers vested in me by law, do hereby issue this Certificate of Incorporation.*

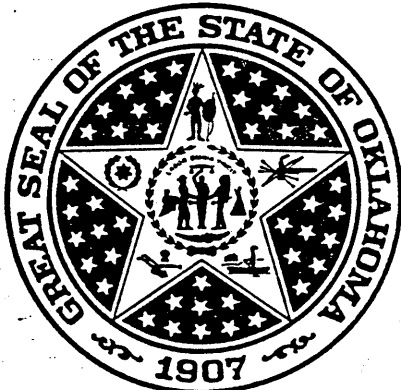
IN TESTIMONY WHEREOF, *I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.*

Filed at the City of Oklahoma City, this 8th

day of March *, A.D. 19* 84

Jeannette B. Edmondson
Secretary of State

By: Brenda H. Young



FILED
MAR 8 1984
OKLAHOMA SECRETARY
OF STATE

AMENDED ARTICLES OF INCORPORATION
OF
EAST OAK PLACE OWNERS ASSOCIATION, INC.,
A NON-PROFIT CORPORATION

TO THE SECRETARY OF STATE OF THE STATE OF OKLAHOMA:

We, the undersigned majority of incorporators,

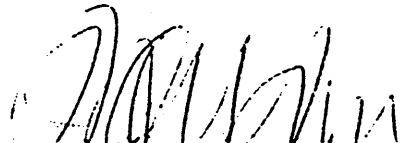
Warren E. Jones	825 Northwest 15th Street Oklahoma City, OK 73106
Luana A. Anderson	1524 Emerwood Road Moore, OK 73160,

being persons legally competent to amend the articles of incorporation pursuant to the provisions of the "Business Corporation Act" of the State of Oklahoma, do hereby execute and submit the following Amended Articles of Incorporation.


1. The name of the corporation is East Oak Place Owners Association, Inc.
2. No change, as filed.
3. No change, as filed.
4. No change, as filed.
5. No change, as filed.
6. As amended: The membership of this corporation shall be made up of those persons or entities who hold legal title to the units of East Oak Place described in Article IV above. All owners of units shall vote their proportionate share of record ownership interest in the common elements, as set forth in Exhibit "B" of the Declaration of Covenants, Conditions and Restrictions for East Oak Place. Such vote shall be exercised as a single vote; partial vote shall not be permitted. Voting may be by proxy and exercised by persons holding valid written proxies. No cumulative voting will be permitted.

7. No change, as filed.
8. No change, as filed.
9. No change, as filed.
10. No shares of the corporation have been allotted. The corporation has not begun or transacted any business or incurred any indebtedness except such business or indebtedness as shall have been incidental to its organization or to the obtaining of subscriptions or payment for its shares. No subscriptions have been taken and no shares have been subscribed.

IN WITNESS WHEREOF, we have hereunto set our respective signatures in Oklahoma City, Oklahoma this 1 day of November, 1983.



 Warren E. Jones

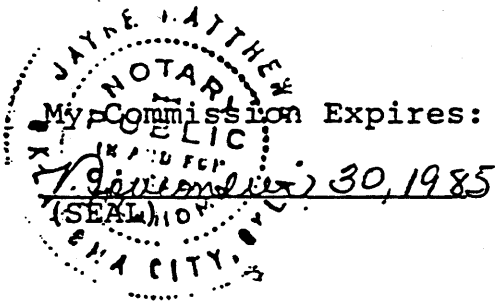


 Luana A. Anderson

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)
 COUNTY OF OKLAHOMA) ss.

The foregoing instrument was acknowledged before me this 1 day of November, 1983, by Warren E. Jones and Luana A. Anderson.





 Notary Public

FILED

OCT 21 1983

ARTICLES OF INCORPORATION

OKLA. SECRETARY OF STATE

OF

EAST OAK PLACE OWNERS ASSOCIATION, INC.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

TO: Jeanette Edmondson, Secretary of State
 State of Oklahoma

WE THE UNDERSIGNED:

WARREN E. JONES

825 N.W. 15th Street
Oklahoma City, OK 73106

LUANA A. ANDERSON

1524 Emerwood Road
Moore, OK 73160

LLOYD T. HARDIN, JR.

2304 N.W. 56th Street
Oklahoma City, OK 73112

being persons legally competent to enter into contracts for the purposes of forming a corporation under "The Business Corporation Act" of the State of Oklahoma, do hereby adopt the following Articles of Incorporation.

ARTICLE I

The name of the corporation is East Oak Place Owners Association, Inc.

ARTICLE II

The address of its registered office in the State of Oklahoma is 210 West Park Avenue, First Oklahoma Tower, Suite 3000, Oklahoma City, OK 73102, and the name of its registered agent is Warren E. Jones, 210 West Park Avenue, First Oklahoma Tower, Suite 3000, Oklahoma City, OK 73102.

ARTICLE III

The duration of this corporation is fifty years and it is formed as a non-profit corporation.

ARTICLE IV

The nature of the business, objects and purposes to be transacted, promoted and carried on are to do any and all of the things herein mentioned as fully and to the same extent as natural persons could do and in any part of the world, to-wit:

- (a) To organize and operate an association to provide for the acquisition, construction, management, maintenance and care of association property, as that term is defined in Section 528 of the Internal Revenue Code of 1954. No part of the net earnings of the association is to inure to the benefit of any shareholder or individual.
- (b) To acquire and own and to provide for the maintenance and management of certain common elements located within the planned unit development known as East Oak Place, in Oklahoma County, State of Oklahoma, all in accordance with the recorded Declaration of Covenants, Conditions and Restrictions.

For the purposes aforesaid, this corporation shall have the following powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the corporation as set forth in the above mentioned Declaration of Covenants, Conditions and Restrictions, applicable to the units comprising the unit ownership estate above described.
- (b) To construct, improve, maintain and operate and to buy, own, sell, convey, assign, mortgage, encumber and lease any real estate and personal property necessary or incident to the furtherance of the business of this corporation;
- (c) To borrow money and to issue evidence of indebtedness in the furtherance of any and all of the objects of the

corporation business and secure the same by any mortgage, lien, security agreement or pledge;

- (d) To enter into any kind of activity and perform and carry out the contracts of any kind necessary to or in conjunction with or incidental to the accomplishments of the purposes of the corporation;
- (e) To comply with and carry out all of the rights, duties and obligations imposed upon a unit ownership estate as set out in the Real Estate Development Act of Oklahoma;
- (f) Insofar as permitted by law, to do any and all other things that, in the judgment of the Board of Directors, will promote the business of the corporation for the common welfare and benefit of its members.

The foregoing shall be construed both as objects and powers and the enumeration thereof shall not be held to limit or restrict in any manner the general powers conferred upon this corporation by the laws of the State of Oklahoma.

ARTICLE V

The Corporation will not afford pecuniary gain, incidentally or otherwise, to its members.

ARTICLE VI

The membership of this corporation shall be made up of those persons or entities who hold legal title to the units of Deerfield described in Article IV above. All owners of units shall vote their proportionate share of record ownership interest in the common elements, as set forth in Exhibit "B" of the Declaration of Covenants, Conditions and Restrictions for said planned unit development. Such vote must be exercised as a single vote; partial votes will not be permitted. Voting may be by proxy and exercised by persons holding valid written proxies. No cumulative voting will be permitted.

ARTICLE VII

The number of Directors to be elected at the first meeting of the shareholders is three (3) to five (5) in whom authority to adopt By-Laws is vested. However, the number of the

Directors may be changed from time to time in such lawful manner as is provided by the Declaration of Covenants, Conditions and Restrictions of East Oak Place and the By-Laws of this corporation. The names and addresses of those persons initially to serve on the Board of Directors, until the election of their successors at the first meeting of the shareholders on January 1, 1986, are:

Gary C. Johnston	P.O. Box 2137 Edmond, OK 73083
David M. Holbrook	P.O. Box 2137 Edmond, OK 73083
Robert E. Gingrich, Jr.	P.O. Box 2137 Edmond, OK 73083


ARTICLE VIII

If the By-Laws so provide, the shareholders and Directors shall have the power to hold their meetings, to have an office or offices, and to keep the books of the corporation (subject to the provisions of the statutes) outside the State of Oklahoma at such places as may from time to time be designated by the By-Laws or by a resolution of the Board of Directors.

ARTICLE IX

This corporation reserves the right to amend, alter, change or appeal any provision contained in these Articles of Incorporation, in the manner now or hereinafter prescribed by law and all rights conferred upon Officers, Directors and Shareholders are herein granted subject to this reservation.

IN WITNESS WHEREOF, we have hereunto set our respective signatures in Oklahoma City, Oklahoma, this 20 day of SEPT, 1983.



WARREN E. JONES

Luana A. Anderson
LUANA A. ANDERSON

Lloyd T. Hardin, Jr.
LLOYD T. HARDIN, JR.

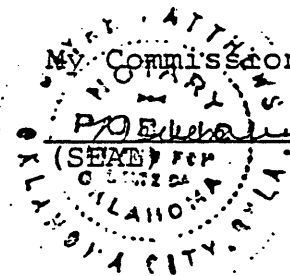
STATE OF OKLAHOMA)
)SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me
this 20 day of October, 1983, by Warren E. Jones, Luana A.
Anderson, and Lloyd T. Hardin, Jr.

Gayne K. Mathen
Notary Public

My Commission Expires:

30.1985



BY-LAWS

OF

EAST OAK PLACE OWNERS ASSOCIATION, INC.

HYATT & RHOADS, P.C.

Attorneys

2200 Peachtree Center Harris Tower
Atlanta, Georgia 30303
(405) 659-6600

1625 I Street
Washington, D.C. 20006
(202) 488-4418

- TABLE OF CONTENTS -

	<u>Page</u>
I. NAME, MEMBERSHIP, APPLICABILITY, AND DEFINITIONS	
1. Name.....	1
2. Membership.....	1
3. Definitions.....	1
II. ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES	
1. Place of Meetings.....	1
2. Annual Meetings.....	1
3. Special Meetings.....	2
4. Notice of Meetings.....	2
5. Waiver of Notice.....	2
6. Adjournment of Meetings.....	2
7. Voting.....	3
8. Proxies.....	3
9. Majority of Owners.....	3
10. Quorum.....	3
11. Conduct of Meetings.....	3
III. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS	
A. <u>Composition and Selection.</u>	
1. Governing Body; Composition.....	3
2. Directors During Declarant Control.....	4
3. Veto.....	4
4. Number of Directors.....	5
5. Nomination of Directors.....	5
6. Election and Term of Office.....	5
7. Removal of Directors.....	6
8. Voting Procedure for Directors.....	6
B. <u>Meetings.</u>	
9. Organization Meetings.....	6
10. Regular Meetings.....	6
11. Special Meetings.....	7
12. Waiver of Notice.....	7
13. Quorum of Board of Directors.....	7
14. Compensation.....	7
15. Conduct of Meetings.....	8
16. Open Meetings.....	8
17. Executive Session.....	8
18. Action Without a Formal Meeting.....	8

C. Powers and Duties.

19. Powers.....	8
20. Management Agent.....	10
21. Borrowing.....	11
22. Rights of the Association.....	12
23. Hearing Procedure.....	12

IV. OFFICERS

1. Officers.....	13
2. Election, Term of Office, and Vacancies..	13
3. Removal.....	13
4. President.....	13
5. Vice President.....	14
6. Secretary.....	14
7. Treasurer.....	14
8. Resignation.....	14

V. COMMITTEES

1. General.....	14
2. Covenants Committee.....	15

VI. MISCELLANEOUS

1. Fiscal Year.....	15
2. Parliamentary Rules.....	15
3. Conflicts.....	15
4. Books and Records.....	15
5. Notices.....	16
6. Audit.....	16
7. Amendment.....	16

BY-LAWS

OF

EAST OAK PLACE OWNERS ASSOCIATION, INC.

Article I

Name, Membership, Applicability, and Definitions

Section 1. Name. The name of the Association shall be East Oak Place Owners Association, Inc., (hereinafter sometimes referred to as the "Association").

Section 2. Membership. The Association shall have two (2) classes of membership, Class "A" and "B", as is more fully set forth in that Declaration of Covenants, Conditions, and Restrictions for East Oak Place, (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in said Declaration, unless the context shall prohibit.

Article II

Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors, either in Edmond, Oklahoma, or as convenient thereto as possible and practical.

Section 2. Annual Meetings. The first meeting of the members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association and not later than six (6) months after the closing of the sale of the first Lot. The next annual meeting shall be set by the Board so as to occur no later than sixty (60) days after the close of the Association's fiscal year. Subsequent regular annual meetings of the members shall be held within thirty (30) days of the same day of the same month of each year thereafter on a day and time set by the Board. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday (excluding Saturday and Sunday).

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by at least twenty-five (25%) percent of the total voting power of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of record of each Lot a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Lot, he or she shall have designated by notice in writing to the Secretary such other address. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than thirty (30) days before a meeting.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat, unless objection to the calling or convening of the meeting is raised before the business, of which proper notice was not given, is put to a vote.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

The members present at a duly called or held meeting at which a quorum is present may continue to do business until

adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, provided that at least twenty-five (25%) percent of the total votes of the Association remain present in person or by proxy, and provided further that any action taken shall be approved by at least a majority of the members required to constitute a quorum.

Section 7. Voting. The voting rights of the members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein.

Section 8. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 9. Majority of Owners. As used in these By-Laws, the term "majority" shall mean those eligible votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 10. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of fifty-one (51%) percent of the eligible votes shall constitute a quorum at all meetings of the Association. In the event a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the first meeting. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors.

Except as provided in Section 2 of this Article, the Directors shall be members or spouses of such members; provided, however, that no person and his or her spouse may serve on the Board at the same time.

Section 2. Directors During Declarant Control. The Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant. This right to select Directors shall continue so long as the Class "B" membership exists, as set forth in the Declaration, unless the Declarant shall earlier surrender this right. The Directors selected by the Declarant need not be Owners or residents in East Oak Place. The names of the initial Directors selected by the Class "B" members are set forth in the Articles of Incorporation of the Association. After the period of Declarant appointment, all Directors must be members of the Association eligible to vote or spouses of such members.

Section 3. Veto. From the termination of the Class "B" membership, the Declarant shall have a veto power over all actions of the Board, as is more fully provided in this Section. This power shall expire when the Class "A" votes, other than those Owners formerly owning Class "B" votes, equal to twenty-seven (27) or January 1, 1988, whichever occurs first, unless earlier surrendered. This veto power shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The veto shall be as follows:

No action authorized by the Board of Directors shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) Declarant shall have been given written notice of all meetings and proposed actions approved at meetings by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies with Article III, Sections 9, 10, and 11 of these By-Laws as to regular and special meetings of the Directors and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board or the Association. Declarant and its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of

the Association and/or the Board. At such meeting, Declarant shall have and is hereby granted a veto power over any such action, policy, or program authorized by the Board of Directors and to be taken by said Board or the Association or any individual member of the Association if Board, committee, or Association approval is necessary for said action. Said veto may be exercised by Declarant, its representatives, or agents at the meeting held pursuant to the terms and provisions hereof. Any veto power shall not extend to the requiring of any action or counteraction on behalf of the Board or Association.

Section 4. Number of Directors. The number of Directors in the Association shall be three (3).

Section 5. Nomination of Directors. Except with respect to Directors selected by the Declarant, nominations for election to the Board of Directors shall be made by a Nominating Committee. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors, not less than thirty (30) days prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled.

Section 6. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Not later than the time Class "A" members are equal to or greater than ten (10), the Association shall call a special meeting to be held at which members other than the Declarant shall elect one (1) of the Directors. The Director so elected shall not be subject to removal by the Declarant, acting alone, and shall be elected for the shortest term available.

(b) At the first annual meeting of the membership after the termination of the Class "B" membership and at each annual meeting of the membership thereafter, Directors shall be elected. All members of the Association shall vote on all Directors to be elected, and the candidate receiving a majority vote shall be elected. In the event no candidate receives a majority vote at the first balloting, a run-off shall be held between the top two (2) candidates.

The initial term of the Directors shall be fixed at the time of their election as they among themselves shall determine. The term of one (1) Director shall be fixed at one (1) year, the term of one (1) Director shall be fixed at two (2) years, and the term of one (1) Director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 7. Removal of Directors. Upon the termination of the Class "B" membership, at any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Owners of Lots and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the Owners of Lots shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than twenty (20) days may be removed by a majority vote of the Directors at a meeting, a quorum being present.

Section 8. Voting Procedure for Directors. Voting for Directors shall be by secret written ballot. A Director who was elected solely by the votes of members other than the Declarant may be removed from office prior to the expiration of his or her term by the vote of a majority of members, other than the Declarant.

B. Meetings.

Section 9. Organization Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

Section 11. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President, or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's home or office who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph company must be given at least forty-eight (48) hours before the time set for the meeting.

Section 12. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 13. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 14. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by a majority vote of the total vote of the Association at a regular or special meeting of the Association.

Section 15. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order (current edition) shall govern the conduct of the meetings of the Board of Directors, when not in conflict with the Declaration, these By-Laws, or a decision made by the person presiding at the meeting. The President may vote.

Section 16. Open Meetings. All meetings of the Board shall be open to all members, but members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

Section 17. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 18. Action Without A Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

C. Powers and Duties.

Section 19. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the members. The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent or Manager, if any, which might arise between meetings of the Board of Directors. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses;

(b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment (Unless otherwise determined by the Board of Directors, the annual assessment against the proportionate share of the common expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.);

(c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its members which are not directly chargeable to Owners; and

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses

and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys during general business hours on working days at the times and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices.

Section 20. Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the Managing Agent or Manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in Paragraphs (a), (b), (f), (g), and (i) of Section 19 of this Article. The Declarant or an affiliate of the Declarant may be employed as Managing Agent or Manager.

(b) If a Manager or Agent is hired, the following management standards of performance will be followed, unless the Board by resolution determines otherwise:

(i) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(ii) two or more persons shall be responsible for handling cash or its equivalent to maintain adequate financial control procedures;

(iii) cash accounts of the Association shall not be commingled with any other accounts;

(iv) no remuneration shall be accepted by the Managing Agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

(v) any financial or other interest which the Managing Agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

(vi) financial reports shall be prepared as follows, or more frequently as may be required by the Board:

(1) an Income Statement reflecting all income and expense activity for the preceding six (6) months;

(2) an Account Activity Statement reflecting all receipt and disbursement activity for the preceding six (6) months;

(3) an Account Status Report reflecting the status of all accounts in an "actual" versus "projected" budget format for the preceding six (6) months;

(4) a Balance Sheet of an accounting date which is the last day of the month closest in time to six (6) months from the date of closing of the first sale of a Lot in the project, and an operating statement for the period from the date of the first closing to the said accounting date, which shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivables identified by the numbers of the Lots and the name or names of the owners assessed;

(5) a Balance Sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year, which shall be distributed within ninety (90) days after the close of a fiscal year to the Board;

(6) an Annual Budget Report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten (10%) percent of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and

(7) a Delinquency Report listing all Owners who have been delinquent during the preceding six (6) month period in paying the monthly installments of assessments and who remain delinquent at the time of the report, and describing the status of any action to collect such installments which remain delinquent. A monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of each month.

Section 21. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Area and facilities without the approval of the members of the Association; provided, however, that the Board shall obtain membership approval in the same manner as for special assessments, in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed Ten Thousand (\$10,000.00) Dollars outstanding debt at any one time.

Section 22. Rights of the Association. With respect to the Common Area or other association responsibilities owed, and in accordance with the Articles of Incorporation and By-Laws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operation, or other agreements with trusts, condominiums, cooperatives, or neighborhood and other homeowners or residents associations, both within and without the Properties. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Directors of the Association.

Section 23. Hearing Procedure. The Board shall not impose a fine unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

(i) the alleged violation;

(ii) the action required to abate the violation;

and

(iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or, if the violation is not continuing, a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing.

(b) Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement, without penalty, or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Covenants Committee in executive session. The notice shall contain:

(i) the nature of the alleged violation;

(ii) the time and place of the hearing, which time shall not be less than ten (10) days after the giving of the notice;

(iii) an invitation to attend the hearing and produce any statement, evidence, and witness on his or her behalf; and.

(iv) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to this notice, affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(d) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the Manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

Article IV Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at

all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the laws of Oklahoma, including, but not limited to, the power to appoint committees from among the members from time to time as he or she may, in his or her discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Oklahoma law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the Managing Agent in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Article V Committees

Section 1. General. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed

and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 2. Covenants Committee. The Board of Directors shall appoint a Covenants Committee consisting of three (3) members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association.

Article VI Miscellaneous

Section 1. Fiscal Year. The initial fiscal year of the Association shall be set by resolution of the Board of Directors.

Section 2. Parliamentary Rules. Roberts Rules of Order (current edition) shall govern the conduct of Association proceedings, when not in conflict with Oklahoma law, the Articles of Incorporation, the Declaration, these By-Laws, or the decision of the person presiding at the meeting.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Oklahoma law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Oklahoma law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members. The membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any member of the Association or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a member at the office of the Association or at such other place within Edmond, Oklahoma, as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records by the member desiring to make the inspection;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested by a member.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make a reasonable number of extra copies of documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid:

(a) if to a member, at the address which the member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such owner; or

(b) if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.

Section 6. Audit. An audit of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, that after having received the Board's audit at the annual meeting, the Owners, by a majority vote, may require that the accounts of the Association be audited as a common expense by a public accountant. Upon written request and upon payment of the required expenses, any institutional holder of a first mortgage shall be entitled to receive a copy of the annual audited financial statement within ninety (90) days after the end of each fiscal year.

Section 7. Amendment. Prior to close of the sale of the first Lot, Declarant may amend the By-Laws. After sale of the first Lot, these By-Laws may be amended only by the affirmative vote (in person or by proxy) or written consent of not less than a majority of the Class "A" members and a majority of the Class "B" members eligible vote. However, the votes necessary to amend a specific clause or provision shall not be less than the prescribed votes required for action to be taken under that clause. So long as the veto power contained in Article III,

Section 3, hereof shall continue, the Declarant may make such amendments to these By-Laws as may be reasonably necessary but which do not affect any substantive rights of any Owner.

The provisions of this Section 7 are subject to Article XIII of the Declaration.

We, the undersigned, being all of the Directors of East Oak Place Owners Association, Inc., do hereby certify:

That we are entitled to exercise all of the voting power of the Corporation; and

That we hereby assent to the within and foregoing By-Laws and hereby adopt the same as the By-Laws of said Corporation.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 18 day of September, 1983.

Bob G. Grigich Jr.

Gary C. Johnston

W. P. W. Hook

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me
this 18th day of September, 1983, by Gary C. Johnston, David M.
Holbrook, and Robert E. Gingrich, Jr.

Luzanne Anderson

Notary Public

NOTARY PUBLIC
My Commission Expires: 9-86
OKLAHOMA
(SEAL)

RULES AND REGULATIONS FOR
EAST OAK PLACE OWNERS ASSOCIATION, INC.

HOUSE RULES

1. No article shall be placed on or in any of the common area except for those articles of personal property which are the common property of all of the lot owners.
2. No vehicle belonging to or under the control of any owner or a member of the owner's family or a guest, tenant, lessee, or employee of a lot owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the project. Vehicles shall be parked within designated parking areas. When entering or leaving the premises, vehicles will be operated at a speed not to exceed twenty-five (25) miles per hour unless otherwise posted.
3. No owner, resident or lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antennae, transmitting or receiving, wind powered generator, machines, or air conditioning units be installed on the exterior of the project or be installed in such a manner that they protrude through the walls or the roof of the improvements or are otherwise visible from the ground, except as may be expressly authorized by the Association in writing.
4. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners or occupants of other units.
5. Disposition of garbage and trash shall be only by the use of garbage disposal units or by use of common trash facilities.
6. Cats, dogs, or other animals (hereinafter for brevity termed animals) shall be kept in such a manner so as not to disturb the other owners. If an animal becomes obnoxious to other owners, the owner or person having control of the animal shall be given a written notice by the Board of Directors to correct the problem, or if not corrected, the owner, upon written notice, will be

required to remove the animal. The written notices provided for herein shall be issued by the Managing Agent, or, if there is no Managing Agent, then the Board of Directors. An owner must receive permission in writing from the Board of Directors or Managing Agent in order to keep an animal weighing more than fifteen (15) pounds on the premises or to keep more than one animal on the premises.

7. Any damage to the common areas or common personal property caused by an owner or an owner's guest or family members shall be repaired by the Association, but at the expense of that owner.

8. No garments, rugs, or any other items shall be hung from the windows, roof or any of the facades of the buildings.

9. Owners shall abide by rules and regulations governing the use of common facilities.

10. A Ten Dollar (\$10.00) charge will be made for all checks returned by the bank for any reason.

11. Children must be supervised when playing in the common areas.

12. Patios, yards, and walkways should be kept neat. A barbecue grill may be stored on walkways behind a lot if it does not effect a hazard to walking and if concealed from the street. Barbecue supplies should be kept in the lot or patio.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

EAST OAK PLACE

*Office
272*

STATE OF OKLAHOMA
OKLAHOMA COUNTY

} SS:

I, Jerry DeWoody, the duly elected qualified and acting County Clerk, in and for the County and State aforesaid, do hereby certify that the within and foregoing is a full, true and complete copy of *Restrictions* filed in the office of the County Clerk on the *26* day of *OCT.* 19*83* at *10:51* o'clock *A.*M. and recorded in book *5080* Page *142*....

Given under my hand and official seal this *26* day of *OCT.* 19*83*

JERRY DeWOODY, County Clerk

By *Sam Stou* Deputy

HYATT & RHOADS, P.C.

Attorneys

2200 Peachtree Center Harris Tower
Atlanta, Georgia 30303
(405) 659-6600

1625 I Street
Washington, D.C. 20006
(202) 488-4418

- TABLE OF CONTENTS -

<u>Article</u>	<u>Section</u>	<u>Page</u>
I.	DEFINITIONS	
	1. Area of Common Responsibility.....	1
	2. Association.....	1
	3. Common Area.....	1
	4. Eligible Votes.....	2
	5. Interassociation Committee.....	2
	6. Lot.....	2
	7. Oak Tree.....	2
	8. Owner.....	2
	9. Properties.....	2
II.	PROPERTY RIGHTS	2
	1. Owner's Easement of Enjoyment.....	2
	2. Delegation of Use.....	4
	3. Owner's Right to Ingress, Egress, and Support.....	4
	4. Easements of Encroachment.....	4
	5. Use of Lots.....	4
	6. Use of Common Area.....	5
	7. Signs.....	5
	8. Rules and Regulations.....	5
	9. Construction and Sale.....	6
	10. Easements for Utilities, Etc.....	6
	11. Lots.....	7
	12. Storage and Parking of Vehicles.....	7
	13. Pets.....	7
	14. Transmitting or Receiving Devices.....	8
	15. Use of Golf Course.....	8
	16. Underground Utilities.....	8
	17. Oak Tree Home Owners Association, Inc.; Mandatory Membership; Subject to By-Laws and Rules and Regulations; Architectural Control Committee of Oak Tree.....	8
III.	ASSOCIATION MEMBERSHIP AND VOTING RIGHTS	8
	1. Membership.....	8
	2. Voting.....	9
IV.	MAINTENANCE	10
	1. Owner's Responsibility.....	10
	2. Association's Responsibility.....	10

<u>Article</u>	<u>Section</u>	<u>Page</u>
V.	INSURANCE AND CASUALTY LOSSES	11
	1. Insurance.....	11
	2. No Partition.....	14
	3. Disbursement of Proceeds.....	14
	4. Repair and Reconstruction.....	14
VI.	CONDEMNATION	15
VII.	RIGHTS AND OBLIGATIONS OF THE ASSOCIATION	16
	1. Common Area.....	16
	2. Services.....	16
	3. Personal Property and Real Property for Common Use.....	16
	4. Rules and Regulations.....	16
	5. Implied Rights.....	17
VIII.	ASSESSMENTS	17
	1. Purpose of Assessment.....	17
	2. Creation of the Lien and Personal Obligation of Assessments.....	17
	3. Computation.....	18
	4. Special Assessments.....	18
	5. Notice of Meeting.....	18
	6. Lien for Assessments.....	19
	7. Effect of Nonpayment of Assessments: Remedies of the Association.....	19
	8. Date of Commencement of Annual Assessments.....	20
	9. Capital Budget and Contribution.....	20
IX.	ARCHITECTURAL STANDARDS	20
X.	CITY OF EDMOND A BENEFICIARY	21
XI.	USE RESTRICTIONS	22
XII.	GENERAL PROVISIONS	22
	1. Enforcement.....	22
	2. Severability.....	22
	3. Perpetuities.....	22
	4. Notice of Sale, Lease, or Mortgage.....	22
	5. Amendments.....	23
	6. Indemnification.....	23
XIII.	MORTGAGEE PROVISIONS	23
	1. Notices of Action.....	24
	2. Other Provisions For First Lien Holders..	24

<u>Article</u>	<u>Section</u>	<u>Page</u>
	3. Amendments to Documents.....	25
	4. Special FHLMC Provision.....	26
	5. Payment of Taxes.....	26
	6. No Priority.....	26
	7. Notice of Default.....	27
	8. Management Agreement Limitations.....	27

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

EAST OAK PLACE

This Declaration of Covenants, Conditions, and Restrictions for East Oak Place is made this 22 day of SEPT., 1963, by JHG Enterprises, Inc., an Oklahoma corporation, (hereinafter referred to as "Declarant");

W I T N E S S E T H

Declarant is the owner of the real property described in Exhibit "A", attached hereto and incorporated herein by reference. Declarant desires to subject said property to the provisions of this Declaration and to create on the property a residential community of single-family housing. Declarant desires hereby to provide a flexible and reasonable method for the administration and maintenance of such property.

NOW, THEREFORE, Declarant declares that all of the property described in Exhibit "A" shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property submitted to this Declaration and which shall be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

Article I
Definitions

Section 1. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, within or upon a Lot, the maintenance, repair, or replacement of which is the responsibility of the Association.

Section 2. "Association" shall mean and refer to East Oak Place Owners Association, Inc., an Oklahoma corporation, its successors and assigns.

Section 3. "Common Area" shall mean all real and personal property now or hereafter owned by the Association for

the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first Lot is that tract or parcel of land shown on that plat recorded in Book 51, Page 96, of the Oklahoma County Records, less and except the individual Lots shown thereon.

Section 4. "Eligible Votes" shall mean those votes available to be cast on the issue at hand. A vote which is for any reason suspended is not available to be cast.

Section 5. "Interassociation Committee" shall mean the committee to be comprised of one (1) representative of each residential community within Oak Tree, a planned unit development, in Edmond, Oklahoma (which, at the present time, includes those five (5) subdivisions at Plat Book 47, Page 77; Plat Book 47, Page 42; Plat Book 47, Page 10; Plat Book 48, Page 42; and Plat Book 49, Page 81), and the Oak Tree Golf Club, which committee shall be responsible for the preparation of a budget to provide for the maintenance and upkeep of the streets, perimeter fencing and sidewalks, entry island and banks, street lighting charges, if any, insurance of any insurable improvements and liability insurance, and security, if any, and the establishment of assessments.

Section 6. "Lot" shall mean a portion of the Properties intended for any type of independent ownership and use as may be set out in this Declaration and as shall be shown on the plats of survey filed with this Declaration or amendments thereto. Where the context indicates or requires, the term "Lot" includes any structure on the Lot.

Section 7. "Oak Tree" shall mean and refer to the Oak Tree Home Owners Association, Inc., an Oklahoma corporation, and successors and assigns.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Properties, but excluding any party holding the fee simple title merely as security for the performance of an obligation.

Section 9. "Properties" shall mean and refer to the real property described in Exhibit "A".

Article II Property Rights

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the

Common Area which 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 charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed upon the Common Area and to impose reasonable limits on the number of guests who may use the facilities;

(b) the right of the Association to suspend an Owner's voting rights and the right to use any of the facilities for any period during which any assessment of the Association against said Owner's Lot remains unpaid, and for any infraction by an Owner of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days;

(c) the right of the Declarant, with regard to the Properties which may be owned for the purpose of development, to grant easements in and to the Common Area contained within the respective Properties to any public agency, authority, or utility for such purposes as benefits only the Properties or portions thereof and Owners or Lots contained therein;

(d) the right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, for acquiring additional Common Area, or for constructing, repairing, or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area; provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements, and privileges reserved or established in this Declaration for the benefit of Declarant or any Owner, or the holder of any mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within East Oak Place Garden Homes;

(e) the right of the Association to dedicate or transfer all or any portion of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association (No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved (i) by at least a majority of the votes which those Class "A" members of the Association which are present or represented by proxy are entitled to cast at a meeting duly called for such purpose, and (ii) by the Class "B" members of the Association, so long as such membership shall exist); and

(f) the right of the Association to enter any Lot or the improvements thereon for emergency, security, or safety reasons.

(g) Each Owner automatically, upon taking title to his or her Lot, becomes a member of the Oak Tree Home Owners Association, Inc., and is subject to all the terms and conditions of its Declaration, By-Laws, and rules and regulations.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, and social invitees.

Section 3. Owner's Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to his or her Lot and shall have the right to lateral support for his or her Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

Section 4. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unwillful placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of the restrictions) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association. As shown on recorded plats, some Lots may be burdened by easements in favor of Declarant and the Association for land or waterscapes. Such scapes, if any, shall be installed by Declarant and maintained by the Association.

Section 5. Use of Lots. Except as may be otherwise expressly provided in this Declaration, each Lot shall be used for residential purposes only; provided, however, in home businesses with no external indication thereof and to which no customers, nonresident employees, clients, or patients come shall be permissible. Lease or rental of a Lot or any building thereon for residential purposes shall not be considered to be a violation of this covenant, so long as the lease is in compliance

with reasonable rules and regulations as the Board of Directors may promulgate; provided, however, no timeshare, interval ownership, or other such ownership or use form shall be permitted. All leases shall be in writing, and any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration, the By-Laws, and the rules and regulations adopted hereunder.

Without the prior written consent of the Association's Board of Directors, nothing shall be done or kept on any Lot or on the Common Area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay. Noxious, destructive, or offensive activity, or any activity constituting an unreasonable source of annoyance, shall not be carried on on any Lot or on the Common Area or any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Each Owner shall refrain from any act or use of his or her Lot which could reasonably cause embarrassment, discomfort, or annoyance to other Owners, and the Board of Directors shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision. Owners may add improvements upon their Lots only in strict compliance with the Architectural Standards of this Declaration. Pools and appropriate improvements thereto shall be permitted. Any Owner who makes such improvements shall be responsible for the maintenance thereof.

Section 6. Use of Common Area. No planting or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon the Common Area or upon any Lot, except in accordance with the initial construction of the improvements located thereon or as approved by the Association's Board of Directors or their designated representatives. Except for the right of ingress and egress, the Owners of Lots may use the property outside their respective Lots only in accordance with reasonable regulations as may be adopted by the Association's Board of Directors or as is expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this Section is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

Section 7. Signs. No sign of any kind shall be displayed to the public view on any Lot or the Common Area without the prior written consent of the Board or its designate, except customary name and address signs. The Board, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on the Common Area.

Section 8. Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning

the use of the Common Area, facilities located thereon, and individual Lots. Copies of such regulations and amendments there- to shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees, and agents until and unless such regulation, rule, or requirement shall be specifically overruled, cancelled, or modified by the Board or the Association in a regular or special meeting by the vote of Class "A" members holding a majority of the total votes in the Association and by the vote of the Class "B" members, so long as such membership shall exist. The Board shall have the authority to impose reasonable monetary fines and other sanc- tions, and monetary fines may be collected by lien and foreclo- sure, as provided in Article VIII.

Section 9. Construction and Sale. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots or residences shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such fa- cilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such residences, including, but not limited to, business offices, signs, model units, and sales of- fices. The right to maintain and carry on such facilities and activities shall include specifically the right to use resi- dences owned by Declarant as models and sales offices. This Section may not be amended without the express written consent of the Declarant.

Section 10. Easements for Utilities, Etc. There is hereby reserved the power to grant blanket easements upon, across, over, and under all of the Property for ingress, egress, installation, replacing, repairing, and maintaining master tele- vision antenna systems, security and similar systems, and all utilities, including, but not limited to, water, sewers, tele- phones, and electricity. The Board shall, upon written request, grant such easements as may be reasonably necessary for the de- velopment of any Property made subject to this Declaration. By virtue of any such easement, it shall be expressly permissible for the providing utility company or other supplier or servicer to erect and maintain underground equipment on said Property and to affix and maintain utility wires, circuits, and conduits un- der the roofs and exterior walls of the residences. Notwith- standing anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property, except as may be ap- proved by the Association's Board of Directors or as provided in Article II, Section 1(c). Should any entity furnishing a ser- vice covered by the general easement herein provided request a

specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

Section 11. Lots. Each Lot shall for all purposes constitute real property which may be owned in fee simple and which may be conveyed, transferred, and encumbered in the same manner as any other real property, subject to the provisions of this Declaration. Each Owner shall be entitled to the exclusive ownership and possession of his or her Lot, subject to the provisions of this Declaration. Subject to the restrictions contained in this Declaration or amendments hereto, each residence shall include all improvements constructed on any Lot, even though protruding beyond the boundaries of the Lot. All conduits, pipes, ducts, plumbing, wiring, and other facilities for the furnishing of utility or other services to more than one Lot or to the Common Area are Common Area and are excluded from a Lot, although located in part within the boundaries thereof. The ownership of each Lot shall include, and there shall pass with each Lot as appurtenances thereto, whether or not separately described, all of the right, title, and interest of an Owner of a Lot in the Common Area, which shall include, but not be limited to, membership in the Association.

Section 12. Storage and Parking of Vehicles. There shall be no outside storage upon any Lot or the Common Area of any automobile, commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other transportation device of any kind, except for Owners within the parking space, whether indoor or outdoor, assigned to and for the use of the Lot and for visitors temporarily parking in spaces and in accordance with rules and regulations designated and promulgated by the Board. No owners or tenants shall repair or restore any vehicle of any kind upon any Lot or Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. Garage doors shall be kept closed except when in use for the entry or exit of vehicles.

Section 13. Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Properties, except that no more than a total of two (2) dogs, cats, or other normal household pets may be kept in residences subject to rules and regulations adopted by the Association through its Board of Directors, provided that such pets are not kept, bred, or maintained for any commercial purpose. The Board shall have the absolute power to prohibit pets from being kept on the Properties, including inside residences constructed thereon.

Section 14. Transmitting or Receiving Devices. No radio, microwave, television, or other data transmitting or receiving device shall be allowed on the roof or exterior of any Lot or on any Common Area. Satellite transmitted signal receiving devices are hereby specifically prohibited.

Section 15. Use of Golf Course. No Owners, occupant, lessee, guest, or any other person shall have any right to go upon, use, or in any manner conduct any activity upon the golf course adjoining the Properties, unless such person is a member or a guest of a member of the Oak Tree Country Club, and such entry or use by unauthorized persons shall be considered a trespass, which may be promptly abated by the Association or the Oak Tree Home Owners Association, Inc.

Section 16. Underground Utilities. All pipes, conduits, cables, or lines for water, gas, sewage, steam, electricity, telephone, or any other energy or service serving the Properties shall be installed and maintained below ground.

Section 17. Oak Tree Home Owners Association, Inc.; Mandatory Membership; Subject to By-Laws and Rules and Regulations; Architectural Control Committee of Oak Tree. An Owner of a Lot, upon becoming an Owner, shall mandatorily become a member of Oak Tree and shall be obligated to conform to all of the terms, By-Laws, and rules and regulations and to pay assessments and dues as determined by the Interassociation Committee. In addition, the Properties shall conform to the requirements and controls covering Oak Tree and its general scheme of improvement and shall be subject to the same control of the Architectural Control Committee of Oak Tree, to the same degree and in the same manner as all other Lots in the Oak Tree Planned Unit Development.

Article III Association Membership and Voting Rights

Section 1. Membership. Every person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the By-Laws. Ownership shall be the sole qualification for membership, which shall be appurtenant to and may not be

separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" members shall be all Owners, with the exception of the Declarant, any successor of Declarant who takes title for the purpose of development and sale, and anyone holding one or more Lots for the purpose of development or sale. Class "A" members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 1 hereof. When more than one person holds such interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary, in writing, prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one person seeks to exercise it.

(b) Class "B". Class "B" members shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale. The Class "B" members shall originally be entitled to thirty-five (35) votes; this number shall be decreased by one (1) vote for each Class "A" member existing at any one time. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) when the total outstanding Class "A" votes equal or exceed the total outstanding Class "B" votes;

(ii) January 1, 1986; or *July 1, 1988*

(iii) when, in its discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" member shall be deemed to be a Class "A" member entitled to one (1) vote for each Lot in which it holds the interest required for membership under Section 1 hereof. At such time, the Declarant shall call a meeting, as provided in the By-Laws for special meetings, to advise the membership of the termination of Class "B" status.

The Class "B" member shall cast its vote as it determines.

Article IV
Maintenance

Section 1. Owner's Responsibility. Except as provided in Section 2 of this Article, all maintenance of the Lot and all parts of the residence thereon shall be the responsibility of the Owner, and each Owner shall maintain and keep in good repair such property and improvements.

Section 2. Association's Responsibility.

(a) The Association shall maintain and keep in good repair the Area of Common Responsibility, which responsibility shall be deemed to include (i) the maintenance and repair of such utility lines, pipes, wires, glass, conduits, and systems which are a part of the Common Area, and (ii) the providing of exterior maintenance upon each Lot which is subject to assessment hereunder, including, but not limited to, the following: paint, stain, repair, replace, and care for gutters, downspouts, and, with the exception of roofs, hardware, and glass, all exterior, wooden building surfaces and such yards, grass, and parking areas comprising a part of the Lot, so long as it is not enclosed, but including the brick courtyard fence. All portions of the Lot within a fence or other enclosure shall be the responsibility of the Owner. The maintenance of the Common Area shall be deemed to include, but not be limited to, maintenance, repair, and replacement, subject to the insurance and casualty loss provisions contained herein, at the Association's sole cost and expense, of all trees, fences, shrubs, grass, streets, parking spaces, walks, and other improvements situated upon the Common Area.

(b) In the event that the Board of Directors of the Association determines that (i) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or (ii) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his or her family, guests, lessées, or invitees, and is not covered or paid for by insurance, in whole or in part, then, in that event, the Association, except in the event of an emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at Owner's sole cost and expense; the notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have fifteen (15) days within which to complete said maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence such work

which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at Owner's sole cost and expense, and said cost shall be added to and become a part of the assessment to which such Owner is subject and shall, if unpaid when due, become a lien against the Lot.

Article V
Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Association shall also obtain a public liability policy covering all the Common Area and all damage or injury caused by the negligence of the Association or any of its agents and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have at least a Five Hundred Thousand (\$500,000.00) Dollar any one person/One Million (\$1,000,000.00) Dollar limit (per occurrence), as respects bodily injury, and a Fifty Thousand (\$50,000.00) Dollar minimum property damage limit. Premiums for all such insurance shall be common expenses of the Association. The policy may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals at least the full replacement cost.

By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each individual Owner shall carry blanket all risk casualty insurance on his or her Lot and the structures thereon. Each individual Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the individual Owner shall proceed promptly to repair or reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the individual Owner determines not to rebuild or to reconstruct, the individual Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as

Trustee for each of the Owners as their interests may appear. Such insurance shall be governed by the provisions hereinafter set forth in this Article V.

(a) All policies shall be written with a company licensed to do business in the State of Oklahoma and holding a rating of XI or better in the financial category as established by Best's Insurance Reports, if such company is available, or, if not available, the best rating possible or its equivalent rating.

(b) All policies shall be for the benefit of the Owners of Lots and their mortgagees as their interests may appear.

(c) Provision shall be made, if reasonably available, for the issuance of a certificate of insurance to each Owner and his or her mortgagee, if any, which shall specify the amount of such insurance attributable to the particular Owner's Lot.

(d) Exclusive authority to adjust losses under policies hereafter in force on the Property obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(e) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their mortgagees.

(f) Each Owner may obtain additional insurance at his or her own expense; provided, however, no Owner shall be entitled to exercise his or her right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all of the Owners and their mortgagees, may realize under any insurance policy which the Association's Board of Directors may have in force on the property at any particular time.

(g) It shall be the individual responsibility of each Owner, at his or her own expense, to provide, as he or she sees fit, title insurance on his or her individual Lot, insurance on improvements and betterments, and such other insurance as is not provided by the Association pursuant to the provisions of this Article.

(h) The Association's Board of Directors shall conduct an annual insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all insurable improvements on the Common Area and upon the Lots, by one

or more qualified persons, at least one of whom must be in the real estate industry and familiar with housing construction in the Edmond, Oklahoma, area.

(i) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its Manager, the Owners and their respective servants, agents, and guests;

(ii) a waiver by the insurer of its right to repair and reconstruct instead of paying cash;

(iii) that no policy may be cancelled, invalidated, or suspended on account of any one or more individual owners;

(iv) that no policy may be cancelled, invalidated, or suspended on account of the conduct of any director, officer, or employee of the Association or its duly authorized Manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Manager, any Owner, or mortgagee;

(v) that any "other insurance" clause in any policy excludes individual Owners' policies from consideration;

(vi) that no policy may be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association;

(vii) an agreed amount endorsement; and

(viii) an inflation guard endorsement.

In addition to the other insurance required by this Article, the Board shall obtain, as a common expense, workmen's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment, but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

Section 2. No Partition. There shall be no judicial partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 3 of this Article in the case of damage or destruction or unless the Properties have been removed from the provisions of this Declaration.

Section 3. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction or affecting necessary settlements in lieu of repair shall be retained by and for the benefit of the Association and placed in a capital improvements account.

(b) If it is determined, as provided for in Section 4 of this Article, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 3(a) hereof; provided that the Owner and mortgagee of any Lot for which proceeds are received from the insurance carrier agree to the distribution as their interests may appear.

Section 4. Repair and Reconstruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty with each structure on each Lot and the Common Area, to the extent possible, having the same vertical and horizontal boundaries and location on each Lot as before. Construction or reconstruction shall be in substantial conformity with that which existed prior to the damage or destruction.

(b) Any such damage or destruction shall be repaired or reconstructed unless at least seventy-five (75%) percent of

the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If the damage includes one or more insured residences on Lots, the written consent of the Owner or Owners thereof must be obtained as part of the seventy-five (75%) percent. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days.

(c) In the event that it should be determined by the Association, in the manner described above, that the damage or destruction shall not be repaired or reconstructed, then, and in that event, the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

(d) If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members, levy a special assessment or assessments against all Owners in sufficient amounts and at necessary times to provide funds to pay such excess costs of repair or reconstruction.

Article VI Condemnation

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking, the Class "B" members (if such membership shall then exist) and at least seventy-five (75%) percent of the Class "A" members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are funds remaining after any such restoration or replacement is completed, then such award or funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

If the taking includes one or more Lots, or any part or parts thereof, whether or not there is included in the taking any part of the Common Area, then the award shall be disbursed and all related matters, including, without limitation, the alteration of ownership of the Common Area, shall be handled pursuant to and in accordance with the consent of no less than fifty (50%) percent of all Owners expressed in a duly recorded amendment to this Declaration; provided that the consent of the Owner or Owners of the Lot or Lots so taken must first be obtained. If the consent cannot be obtained, the funds shall be disbursed as the Court may determine.

Article VII
Rights and Obligations of the Association

Section 1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto, if any), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions of this Declaration and the By-Laws.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Association may, but shall not be required to, arrange as an Association expense with third parties to furnish water, trash collection, sewer service, and other common services to each Lot.

Section 3. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise.

Section 4. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots and of the Common Area consistent with the rights and duties established

by this Declaration. Enforcement may include the imposition of reasonable monetary fines which, if not paid when due, shall constitute a lien, as provided in Article VIII hereof.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Article VIII Assessments

Section 1. Purpose of Assessment. The assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of residences, and maintaining the Properties, all as may be more specifically authorized from time to time by the Board of Directors. Assessments shall include, either as a part of the Association's assessment or as a separate charge, assessments imposed by the Oak Tree Board or the Oak Tree Interassociation Committee in accordance with the Oak Tree Declaration.

Section 2. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) an equal annual assessment; (b) special assessments, such as assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with Article II, Section 8, hereof. All such assessments, together with interest at the highest rate allowable under the laws of the State of Oklahoma from time to time relating to usury for residential real estate, costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration of the annual assessment for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in monthly installments; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first mortgage holder taking title through foreclosure proceedings or deed in lieu or foreclosure.

Section 3. Computation. It shall be the duty of the Board, at least thirty (30) days prior to the Association's annual meeting, to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each member at least thirty (30) days prior to the meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of at least fifty-one (51%) percent of the total Association membership. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment equally upon each Owner, applicable to that year only; provided that any such assessment shall have the assent of at least fifty (50%) percent of the votes of each class of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted.

Section 5. Notice of Meeting. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members, in person or represented by proxies, entitled to cast at least fifty (50%) percent of all the votes of the Class "A" members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the

preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting and no meeting shall be held with less than one-fourth (1/4) of the members constituting a quorum.

Section 6. Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with interest, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens of ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage deed or on any mortgage to Declarant duly recorded in the public records of Oklahoma County, Oklahoma, and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instrument.

All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in said records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest on the principal amount due, plus the late charge at the maximum allowable rate from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed to a Lot, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same. No Owner may waive or otherwise

escape liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot.

Section 8. Date of Commencement of Annual Assessments.

(a) The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area by the Declarant and shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

(b) Notwithstanding anything contained herein to the contrary, Declarant, on behalf of itself and all other Class "B" members, if any, covenants and agrees to pay an annual assessment, payable monthly, for each Lot it owns containing an occupied residence (one hundred (100%) percent of the assessment); the Declarant shall not be responsible for assessments on Lots it owns which do not contain an occupied residence. So long as the Declarant retains the power provided in Article III, Section 3, of the By-Laws, the Declarant shall fund any deficit which may exist between assessment income and the annual budget; provided, however, the budget, assessments, and deficit, if any, shall be annually reviewed, and assessments may be increased, as provided herein, for the subsequent year.

Section 9. Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 3 of this Article. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

Article IX
Architectural Standards

No construction, alterations, additions, or erection of any nature whatsoever shall be commenced or maintained upon any part of the Properties, except such as is installed or approved by the Declarant and the designated Architectural Control Committee of Oak Tree Home Owners Association, Inc., (according to

its rules and procedures) in connection with the initial construction of buildings on the Properties or as approved in accordance with this Article.

No construction, alterations, additions, or erection of any nature whatsoever shall be commenced or maintained upon any part of the Properties, except such as is installed or approved by the Declarant in connection with the initial construction of buildings on the Properties or as approved in accordance with this Article. No construction, addition, change, or exterior alteration shall be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved as to harmony of external design and location in relation to surrounding structures and topography and for compliance with this Article by the Board of Directors of the Association or by an Architectural Standards Committee composed of three or more representatives appointed by the Board, which shall promulgate written standards and guidelines for the exercise of this review; provided, however, so long as Declarant owns at least three (3) Lots for initial sale, it may appoint two (2) members of the Committee.

The Board or the Architectural Standards Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Architectural Standards Committee, the Board, or its representatives shall have the right, during reasonable hours, to enter upon any Lot to inspect any Lot and any improvements thereon, for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry or by reason of remedying or correcting any such breach of these covenants. In the event said Board, or its designated committee, fails to approve or to disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article IX will be deemed to have been fully complied with. If no application for approval has been made to the Board or its representatives, suit to enjoin or to remove such additions, alterations, or improvements may be instituted at any time.

Article X
City of Edmond a Beneficiary

In order that the public interest may be protected, the City of Edmond shall be a beneficiary of any of the covenants

herein pertaining to maintenance of Common Areas and access. The City of Edmond may enforce compliance therewith.

Article XI
Use Restrictions

The Properties shall be used only for residential, recreational, and related purposes as may more particularly be set forth in this Declaration and in amendments hereto or in reasonable restrictions the Board may adopt. The Association, acting through the Board of Directors, shall have standing and power to enforce use restrictions.

Article XII
General Provisions

Section 1. Enforcement. Each Owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to his or her Lot, if any. The Board of Directors may impose fines or other sanctions, collection of which shall be as provided for in Article VIII hereof. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth, Queen of England.

Section 4. Notice of Sale, Lease, or Mortgage. In the event an Owner sells, leases, or mortgages the Owner's property, the Owner will be required to give to the Association, in writing, the name of the purchaser, lessee, or mortgagee of the property and such other information as the Board may reasonably require.

Section 5. Amendments. Subject to Article XIII, the covenants and restrictions of this Declaration may be amended by an instrument approved by not less than two-thirds (2/3) of the Class "A" and "B" votes by vote in a meeting or by execution in writing. Any amendment must be properly recorded in the public records of Oklahoma County, Oklahoma. So long as the veto power contained in Article III, Section 3, of the By-Laws shall continue, the Declarant may make such amendments to this Declaration as may reasonably be necessary but which do not affect any substantive rights of any other Owner. So long as the Declarant or its successor has any Lots for sale in the ordinary course of business, its rights to market, sell, advertise, or to use the Common Area or Lots for such purposes, as provided in Article II, may not be abridged by amendment without the Declarant's express consent in writing.

Section 6. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgement, negligence, or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association (except to the extent that such officers or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance, if reasonably available, to fund this obligation.

Article XIII Mortgage Provisions

It is the Declarant's intention that East Oak Place qualify for the possible sale of first mortgages on residences in the development to the secondary mortgage market. The requirements contained in this Articles are to effectuate that purpose.

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Lots in East Oak Place. To the extent applicable, necessary, or proper, the provisions of this Article XIII apply to both this Declaration and to the By-Laws of East Oak Place Owners Association, Inc. Where indicated, these provisions apply only to "eligible holders," as hereinafter defined.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), (therefore becoming an "eligible holder"), will be entitled to timely written notice of:

- (a) any proposed termination of the regime;
- (b) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible holder;
- (c) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;
- (d) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- (e) any proposed action which would require the consent of eligible holders, as required in Sections 2 and 3 of this Article.

Section 2. Other Provisions For First Lien Holders.
To the extent possible under Oklahoma law:

- (a) Any restoration or repair of the Properties after partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots, subject to mortgages held by such eligible holders are allocated, is obtained.
- (b) Any election to terminate the regime after substantial destruction or a substantial taking in condemnation requires the approval of the eligible holders of first mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots, subject to mortgages held by such eligible holders, are allocated.

Section 3. Amendments to Documents. The following provisions do not apply to amendments to the constituent documents or termination of the regime made as a result of destruction, damage, or condemnation pursuant to Section 2, above.

(a) The consent of at least sixty-seven (67%) percent of the Class "A" votes and of the Class "B" member, so long as it owns any land subject to this Declaration, and the approval of the eligible holders of first mortgages on Lots to which at least sixty-seven (67%) percent of the votes of Lots subject to a mortgage appertain, shall be required to terminate the regime.

(b) The consent of at least sixty-seven (67%) percent of the Class "A" votes and of the Class "B" member and the approval of eligible holders of first mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to a mortgage appertain, shall be required materially to amend any provisions of the Declaration, By-Laws, or Articles of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

(i) voting;

(ii) assessments, assessment liens, or subordination of such liens;

(iii) reserves for maintenance, repair, and replacement of the Common Area;

(iv) insurance or fidelity bonds;

(v) rights to use of the Common Area;

(vi) responsibility for maintenance and repair of the Properties;

(vii) expansion or contraction of the Properties, or the addition, annexation, or withdrawal of property to or from the regime;

(viii) boundaries of any Lot;

(ix) leasing of Lots;

(x) imposition of any right of first refusal or similar restriction on the right of any Owner to sell, transfer, or otherwise convey his or her Lot;

(xi) establishment of self-management by the Association where professional management has been required by any of the secondary mortgage market agencies or corporations; or

(xii) any provisions included in the Declaration, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first mortgages on Lots.

Section 4. Special FHLMC Provision. So long as required by The Mortgage Corporation, the following provisions apply, in addition to and not in lieu of the foregoing. Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area which the Association owns, directly or indirectly;

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots and of the Common Area;

(d) fail to maintain fire and extended coverage insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

Section 5. Payment of Taxes. First mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area. First mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 6. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or any other party priority over any rights of the first mortgagee of a Lot in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area.

Section 7. Notice of Default. Notwithstanding anything contained herein which might otherwise be construed to the contrary, a first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by an Owner of a Lot in which such mortgagee has an interest of any obligation under this Declaration, the By-Laws, or the Articles of Incorporation which is not cured within sixty (60) days.

Section 8. Management Agreement Limitations. Notwithstanding anything contained herein which might otherwise be construed to the contrary, any agreement for professional management of the development, or any other agreement providing for services by the Declarant, may not exceed one (1) year and must provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or fewer written notice.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration under seal this 22 day of SEPT, 1983.

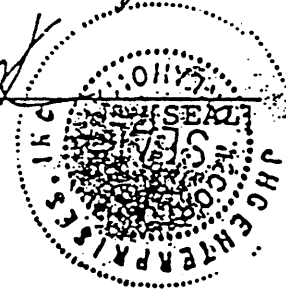
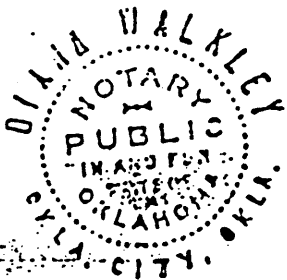
JHG ENTERPRISES, INC.
an Oklahoma corporation

By:

[Signature]
() President

Attest:

[Signature]
Secretary



STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 22 day of SEPT, 1983, by Robert E. [Signature], () President of JHG Enterprises, Inc., an Oklahoma corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10-14-85
[SEAL]

Amendment to the Declaration of Covenants,
Conditions and Restrictions for East Oak
Place;

Section 4.01 Easements for Roof Overhang.

There shall be reciprocal appurtenant easements as between each lot and such portion or portions of the common area adjacent thereto or as between adjacent lots due to the construction of roof overhang(s) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each lot and the adjacent portion of the common areas or as between said adjacent lots, along a line perpendicular to such boundary at such point.

BOOK 7315 PAGE 0676

DOC NUMBER 9802293
BOOK 7315
PAGES 676 - 678
TIME 3:39:59
FEE 12.00
05/19/1998
Carolynn Caudill
Oklahoma County Clerk
RECORDED AND FILED

Return to: Venture Real Estate, Inc.
6121 Stonegate Place
Edmond, OK 73003

98053057

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EAST OAK PLACE, AN ADDITION TO EDMOND, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

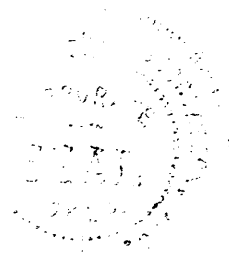
THAT, WHEREAS, JHG Enterprises, Inc., an Oklahoma Corporation did on the 22nd day of September, 1983, file for record the Declaration of Covenants, Conditions and Restrictions for EAST OAK PLACE, an Addition to Edmond, Oklahoma with the Oklahoma County Clerk, being recorded in Book 5080 at Page 142.

AND, WHEREAS, in ARTICLE IX of said Declaration, we the undersigned do hereby amend said article to include the following:

"The composition of all pitched roofs will be cedar shake shingles, clay or concrete tile, copper, slate, architectural composition shingles and other materials only as approved by the Design Review Board and Architectural Standards committee of EAST OAK PLACE OWNERS ASSOCIATION, INC. All composition shingle roof systems must consist of fiberglass materials with minimum weight of 370 pounds per square (1 square=100 square feet of coverage) and carry a 40 year warranty. Any re-roof has to have all old roofing material removed before new roofing is installed. Elk Prestique Plus Weatherwood or equal color on composition shingles shall be used."

IN WITNESS WHEREOF, the undersigned have set their hands and seal this 12 day of May, 1998.

East Oak Place Owners Association, Inc.


Betty Sweatt
Betty Sweatt, President

Gene Stephenson
Gene Stephenson, Secretary/Treasurer

3/12

RESOLUTION OF THE BOARD OF DIRECTORS OF
EAST OAK PLACE OWNERS ASSOCIATION, INC.

THE BOARD MEMBERS of the above named Association believe the area known as East Oak Place, which is a part of the Oak Tree Development in Edmond, Oklahoma County, Oklahoma, is annexed into the Homeowners Association of Oak Tree, Inc. under the Declaration and Covenants that was filed with the Oklahoma County Clerk on the 29th day of November, 1977, at Book 4419, Page 742 et seq.

HOWEVER, a question having arisen as to whether the Declaration and Covenants above described included or annexed the area known as East Oak Place;

AND, WHEREAS, East Oak Place Owners Association, Inc. desires to have a final resolution of this matter so its members' voting rights and assessments under the Homeowners Association of Oak Tree, Inc., can be resolved;

BE IT RESOLVED by the Board of Directors of the East Oak Place Owners Association, Inc. that said Board request, approves and ratifies an amendment to The Oak Tree Declaration and Covenants above described by the declarant or by a vote of the Homeowners Association of Oak Tree, Inc. Class A Members that East Oak Place is annexed and subject to the jurisdiction of the Homeowners Association of Oak Tree, Inc.

THE property owners of East Oak Place shall have the same rights, duties and obligations as all other homeowners under the Declaration and Covenants of the Homeowners Association of Oak Tree, Inc. and the Homeowners Association of Oak Tree, Inc. shall have the same rights, duties and obligations to East Oak Place as it has to all other members under the Declaration and Covenants. The individual homeowners/lot owners in East Oak Place shall be individual members of the Homeowners Association of Oak Tree, Inc.

THIS RESOLUTION approved unanimously by the Board of Directors of East Oak Place Owners Association, Inc. this 27th day of JANUARY, 1999.

EAST OAK PLACE OWNERS ASSOCIATION,
INC.

ATTEST: C. Anne Stephens By: [Signature]
Secretary President

Corporation Acknowledgment

State of Oklahoma

County of OKLAHOMA SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 12th day of May, 1998, personally appeared Gene Stephenson, Sec./Treas. of the East Oak Place Owners Assn. Inc., to me known to be the identical person who subscribed the name of the maker thereof to me above and foregoing instrument as its Secretary/Treasurer and acknowledged to me that he/~~she~~ executed the same as his/~~her~~ free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

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

My Commission Expires: 08-06-2000

Marilyn Armstrong
Notary Public

Corporation Acknowledgment

State of Oklahoma

County of OKLAHOMA SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 12th day of May, 1998, personally appeared Betty Sweath, President of the East Oak Place Owners Assn., Inc., to me known to be the identical person who subscribed the name of the maker thereof to me above and foregoing instrument as its President and acknowledged to me that ~~he~~/she executed the same as ~~his~~/her free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

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

My Commission Expires: 08-06-2000

Marlene Armstrong
Notary Public