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210 W. Park Ave.  
3000 First Okla. Tower  
Oklahoma City, OK 73102

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
STONEPOINT FIRST,  
A PLANNED UNIT DEVELOPMENT

Warren E. Jones  
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UNOFFICIAL

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DECLARATION OF  
CONDITIONS, COVENANTS AND RESTRICTIONS  
FOR  
STONEPOINT FIRST,  
A PLANNED UNIT DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TMC RESIDENTIAL, an Oklahoma general partnership, hereafter referred to as the "Declarant," is the owner of certain land and improvements in Oklahoma County, Oklahoma, which property is more fully described on the attached "Exhibit A," incorporated herein and made a part hereof for all purposes; and

WHEREAS, Declarant desires to submit the land and improvements constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, §§851-855, as amended).

NOW, THEREFORE, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the conditions, covenants, and restrictions herein set forth to be established upon the recording hereof, in accordance with and subject to the provisions of the Oklahoma Real Estate Development Act; and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land described on "Exhibit A" and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any portion thereof, its grantees, successors, heirs, personal representatives, devisees and assigns.

1. Definitions. Unless the context shall expressly provide otherwise:

1.1 "Association" means the Stonepoint First Owners' Association, Inc., an Oklahoma corporation, its successors and assigns, the By-Laws of which shall

govern the administration of this planned unit development, the members of which shall be all of the owners of the units.

- 1.2 "Building" means one or more of the building improvements lying within the real estate described on Exhibit "A."
- 1.3 "Common Elements" means all portions of the planned unit development other than the units.
- 1.4 "Common Expenses" means and includes expenses for maintenance, replacement, repair, operation, improvements, management and administration, and expenses declared common expenses by the provisions of this Declaration and the By-Laws of the Association.
- 1.5 "Declarant" shall mean and refer to TMO Residential, an Oklahoma general partnership, and successors and assigns.
- 1.6 "Owner" means a person or persons, firm, corporation, partnership, trust, association or other legal entity, or any combination thereof, who owns one or more units.
- 1.7 "Party Wall" shall mean the entire wall, including the foundations thereof, which is built as a part of the original improvements on a lot and is intended to be placed on the boundary line between adjoining lots.
- 1.8 "Person" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.
- 1.9 "Real Estate Development" or "Planned Unit Development" means the real estate described at "Exhibit "A,"" portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions, as provided for at 60 O.S. §851, as amended.

1.10 "Rules" shall mean the Rules and Regulations adopted by the Association as amended from time to time.

1.11 "Unit" means a portion of the planned unit development designated for separate ownership, the boundaries of which are the lot lines as shown on the recorded plat of the real estate described on Exhibit "A."

2. Property Rights.

2.1 Owner's Nonexclusive Easement of Enjoyment; Limitations. Every Owner and his immediate family shall have a nonexclusive right and easement of enjoyment in and to the Common Elements, which shall be appurtenant to and shall pass with the title to the lot of such Owner, subject to the following rights:

2.1.1 Association Rights to Use and To Grant Easements. The nonexclusive right and easement of the Association to make such use of the planned unit development as may be necessary or appropriate for the performance of the duties and functions which it is obligated or permitted to perform under this Declaration. The Association, in its sole discretion, may from time to time grant easements and rights of way on, across, under and over the Common Elements to any municipal corporation or public utility company, or other entity providing water, sewer, gas, electricity, telephone, cable television, or other similar service to the planned unit development.

2.1.2 Association Right To Make Rules. The right of the Association to make such reasonable Rules regarding the use of the Common Elements and facilities located thereon by members and other persons entitled to such use, including, but not limited to, the following:



- 2.1.2.1 Number of Guests. To limit the number of guests of Owners permitted to use any recreational facilities.
- 2.1.2.2 Admission. To fix reasonable admission or other fees for the use of any recreational facility by the guests of any Owner.
- 2.1.2.3 Voting and Use Rights Suspension. To suspend the voting rights and the right of an Owner to use the recreational facilities for any period during which any assessment against his Unit remains unpaid, and for a period not to exceed thirty (30) days for any infraction of the Rules.
- 2.1.3 Borrow Money. The right of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Elements and, in aid thereof, to mortgage said Common Elements, provided, however, any such mortgage shall provide that in the event of a default the mortgagee's rights thereunder as to any of such Common Elements shall be limited to a right, after taking possession thereof, and without changing the character thereof, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored.
- 2.1.4 Protect Property. The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and,

2.1.5 Other Reserved Rights. The rights reserved in this Declaration to Declarant, Owners, other persons and the Association.

2.2 Delegation of Use; Nonresident Owner. Any Owner may delegate his right of enjoyment of the Common Elements to the members of his family, to his tenants, to guests or to contract purchasers who may reside in the Unit. All such person shall be subject to the Rules concerning such use. Any Owner not residing in his Unit may not use the recreational facilities except as may be provided otherwise by the Rules.

2.3 Title to Common Elements. The Declarant may retain the legal title to the Common Elements or any part thereof until such time as the Declarant has completed improvements thereof and until such time as, in the opinion of the Declarant, the Association is able to maintain the same, but, notwithstanding any provisions herein, the Declarant hereby covenants for itself, its successors and assigns that it shall convey to the Association all of the Common Elements free and clear of all liens and encumbrances, not later than January 1, 1984.

3. Easements.

3.1 Unit Access Easement. Each Owner shall have a non-exclusive easement in, on and through the Common Elements for access to said Owner's Unit.

3.2 Blanket Easements for Utilities; For Police, Fire, Etc.; for Maintenance and Repair to Common Elements. There is hereby created a blanket easement in, on, through, upon, across, over and under all of the Common Elements for ingress and egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the electrical and/or telephone company providing service to erect and maintain the necessary poles and other necessary equipment on said Common Elements and to affix and maintain electrical and/or telephone wires,

circuits, and conduits on, above, across and under the roof and exterior walls of the buildings upon the Common Elements. An easement is further granted to all police, fire protection and ambulance personnel, and all similar persons to enter upon the Common Elements in the performance of their duties. Further, an easement is hereby granted to the Association to enter in, onto, above, across or under the Common Elements and any Unit to perform the duties of maintenance and repair to the Common Elements. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Common Elements except as approved by Declarant or the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement, Declarant or the Association may grant such an easement to the Common Elements by a separate recorded instrument without conflicting with the terms hereof and without consent of the Owners being required. The easements provided for in this paragraph shall in no way affect any other recorded easement to said Common Elements.

3.3 Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be appurtenant to the Unit of that Owner, and all conveyance and instruments affecting title to a Unit shall be deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appears.

4. Use and Occupancy, Rights to Rent; Mortgagee Right to Rent; Leases Subject to Declaration. After the initial sale or transfer of a Unit or Units by Declarant, all such Units shall thereafter be used and occupied only for single family residence purposes by the Owner, by the Owner's family or the Owner's guests; provided, however, Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy

service; provided further, if any mortgagee forecloses on any Unit, said mortgagee shall have the right to rent said Unit upon such terms as it deems advisable until the Unit is sold; and provided further, any lease shall be in writing and shall be subject to the covenants and restrictions contained in this Declaration and further subject to the By-Laws.

- 4.1 Declarant Right to Rent. Notwithstanding any of the foregoing, the right of Declarant to rent or lease Units until their initial transfer to an Owner is hereby specifically reserved.
- 4.2 Declarant Business Office; Model Units. Declarant and its employees, representatives, and agents may maintain a business and sales office, model Units, and other sales facilities necessary or required until all of the Units are sold.
- 4.3 Offensive or Noxious Use. The Owner of any Unit shall not use or allow the use of such Unit for any purpose which will be noxious, offensive or detrimental to the use of the other Units or which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority.
- 4.4 Mineral Drilling. No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons within the project shall be permitted. Provided, however, notwithstanding anything to the contrary herein contained, this provision shall not be construed to prevent the maintenance of oil tanks, pipelines, and pumping equipment essential to the operation of a preexisting oil lease and the recovery, storage, and transmission of oil and gas.
- 4.5 Livestock. The keeping of any poultry, cattle, horses or other livestock of any kind or character is prohibited within the project.
- 4.6 Refuse Storage; Growth. The storage of trash, ashes, or other refuse, except in normal receptacles, is prohibited. Weeds, underbrush or other unsightly

growths shall not be permitted to grow or remain on Common Elements. No trash, ashes or other refuse may be thrown in any other Owner's Unit or in or on Common Elements.

- 4.7 Signs and Billboards; Declarant's Right. No signs or billboards shall be permitted on any Unit or Common Element without the prior written consent of the Association; provided, this prohibition shall not apply to the Declarant in the initial sale of such Unit.
- 4.8 Vehicle Parking and Storage. No trucks, campers, recreational vehicles, motor homes or large commercial vehicles, nor any vehicle in the process of being repaired or otherwise presently inoperable, shall be stored or parked (except for trucks transporting oil and gas) on Common Elements within the project; the operation and parking of all vehicles on the project are subject to the By-Laws, and the rules and regulations of the Association.
- 4.9 View From Common Elements or Unit. All clotheslines or drying yards, garbage cans, equipment, coolers, or storage piles shall be located as not to be visible from the Common Elements or any other Unit within the project.
- 4.10 Tanks. Except as required for oil and gas purposes as contemplated at paragraph 4.4 above, no elevated tanks of any kind shall be erected, placed or permitted on any Unit or Common Elements.
- 4.11 Radio Transmitting Device. No radio transmitting device shall be allowed on any Unit with an exposed or exterior antenna placed or maintained on any Common Element, or on the roof of any Unit.
- 4.12 Waste. No waste shall be committed on the Common Elements.
- 4.13 Temporary Structure. Except as required for oil and gas purposes as contemplated at paragraph 4.4 above, no trailer, tent or shack shall be erected, placed or permitted nor shall any structure of a temporary

character be used at anytime as a residence without the prior written consent of the Association.

4.14 Nuisance Activity. Except as required for oil and gas purposes as contemplated at paragraph 4.4 above, no noxious or offensive activity shall be carried on nor shall anything be done therein which may be or may become an annoyance or nuisance.

4.15 Household Pets; Care and Restraint; Limit on Number; Indemnification by Owners. No animal shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise odor or unsanitary conditions. No savage or dangerous animal shall be kept. No more than one household pet may be kept without written permission of the Association. No pets may be permitted to run loose within the project and any Owner who causes any animal to be brought or kept within the project shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor.

5. Easements for Encroachments. If any portion of the Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist, regardless of whether such easement is shown on the recorded plat. If any portion of a Unit encroaches upon the Common Elements, or upon adjoining Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or on the Units.

6. Administration and Management; Mandatory Membership; Terminable Contracts. The administration and management of this project shall be governed by these Conditions, Covenants and Restrictions and by the By-Laws of the Association. An Owner of a Unit, upon becoming an Owner, shall mandatorily be a member of the Association and shall remain a member for the period of his ownership. The Association shall be governed by a Board of

Directors as is provided in the By-Laws of the Association. The Association may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed compensation, but any agreement for professional management of the planned unit development, or any contract providing for services by Declarant, or any lease to which Declarant or affiliate of Declarant is a party, must provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and thirty (30) days with cause and a maximum contract term of one (1) year.

7. Records; Inspection by Owners and Mortgagees.

7.1 Retention. The Board of Directors shall keep or cause to be kept current certified copies of the recorded Declaration, the executed By-Laws, and the books and records with detailed accounts of the receipts and expenditures affecting the project and its administration and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the regime. The records so kept shall be available for inspection by all Owners, lenders, and the holders, insurers, and guarantors of first mortgages at convenient hours on working days or under other reasonable circumstances.

7.2 Auditing. All records shall be kept in accordance with accepted accounting procedures and shall be audited at least once a year by an auditor outside the Association. Owners and holders, insurers, and guarantors of first mortgages shall be entitled to receive, free of charge upon written request, annual audited financial statements of the Association within ninety (90) days following the end of the fiscal year of the Association.

8. Reservation for Access, Maintenance, Repair and Emergencies; Negligence of Owner; Easement by Association. The Owners shall have the irrevocable right, to be exercised by the Board of Directors of the Association, or its agent, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements thereon or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to

the Common Elements or to another Unit or Units. Damage to the interior or any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements or as a result of emergency repairs within another Unit, at the instance of the Association, shall be a Common Expense of all of the Owners; provided, however, if such damage is the result of the misuse or negligence of a Unit Owner, then such Unit Owner shall be responsible and liable for all such damage. All maintenance, repairs and replacements as to the Common Elements (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged to such Unit Owner), shall be the Common Expense of all the Owners. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

9. Owner's Maintenance Responsibility of Unit. For purposes of maintenance, repair, alteration and remodeling, an Owner shall be deemed to be responsible for all portions, whether interior or exterior, of the improvements of the Unit, including party walls.

10. Association's Maintenance, Operation, Repair and Alterations Responsibility. The Association shall be responsible for the maintenance, operation and repair of the Common Elements.

11. Compliance with Provisions of Declaration, By-Laws and Rules and Regulations. Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws of the Association and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Managing Agent or Board of Directors in the name of the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner.

12. Interim Control of Association. Until the first occurring of January 1, 1984, or within one hundred twenty (120) days after the date by which seventy-five percent (75%) of the Units have



been conveyed to Unit purchasers, the Declarant has the option to appoint or elect the Board of Directors.

13. Revocation or Amendment to Declaration; Amendment of Undivided Interest in Common Elements; Approvals by Mortgagees. This Declaration shall not be revoked unless all of the Owners and all of the holders of any recorded mortgage or lien covering or affecting any or all of the Units unanimously consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of eighty percent (80%) or more, of the Common Elements and eighty percent (80%) of the holders of any recorded first mortgage or lien covering or affecting any or all Units consent and agree to such amendment by instrument(s) duly recorded. (First mortgage holders who receive a written request to approve amendments who do not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.) Provided, however, amendments relating to establishment of self-management shall require the unanimous consent of all Unit Owners and all holders of any recorded first mortgage.

14. Assessment for Common Expenses.

14.1 Obligation to Pay Pro-rata Share. All Owners shall be obligated to pay the assessments, either estimated or actual, imposed by the Board of Directors of the Association to meet the Common Expenses. The pro-rata share of assessments shall be determined in accordance with the percentages set forth at "Exhibit B."

14.2 Assessment Due Date. Beginning with the conveyance of the first Unit, assessments for the estimated Common Expenses shall be due monthly in advance on the first day of each month. In the event the ownership of a Unit commences on a day other than the first day of a month, the assessment for that month shall be prorated.

14.3 Fixing Assessments; Adjustments. For the purpose of fixing and determining the annual assessments or charges, the Board of Directors of the Association shall determine in advance for each calendar year the estimated aggregate amount of such assessments and

charges as may be necessary for such year. The Board of Directors may from time to time during each year make reasonable adjustments in said estimated aggregate amount. The estimated aggregate amount for each year's expenses shall be pro rated among the Owners of the Units in accordance with "Exhibit B."

14.4 Special Assessments for Capital Improvements; Majority Assent; Notice. In addition to the annual assessments hereof, the Board of Directors may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the majority assent of all of the Owners with interests in the Common Elements as established hereby, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least ten (10) days in advance, which shall set forth the purpose of the meeting.

14.5 Basis of Common Expenses; Increases. The assessments made for Common Expenses shall be based upon estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvement responsibility of the Association, which sum may include, but shall not be limited to, expenses of management; taxes and special assessments until separately assessed; premiums for fire, lightning, extended coverage, vandalism and malicious mischief, all risk, agreed amount and replacement cost covering all Common Elements; comprehensive general liability (the initial limits of which, subject to change by the Board of Directors, will be for at least One Million Dollars [\$1,000,000.00]) per occurrence and other insurance premiums; landscaping and care of grounds; common lighting; repairs and renovations; removal of pollutants and trash collections; wages; utility charges; beautification and decoration; professional (including legal and accounting) fees; management fees; expenses and

liabilities incurred by the Board of Directors on behalf of the Owners under or by reason of this Declaration and the By-Laws of the Association; any deficit arising or any deficit remaining from a previous period; the creation of reasonable contingency funds, reserves, working capital, and sinking funds as well as other costs and expenses relating to the Common Elements. In the event the cash requirement for Common Expenses exceeds the aggregate assessments made pursuant to this paragraph, the Board of Directors for the Association may from time to time and at any time increase, prorata, the monthly assessments set forth in this paragraph. The omission or failure of the Board of Directors to fix the assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay the same. Assessments shall be payable at the address determined by the Board of Directors.

14.6 Benefit of Assessment or Association Earnings. No part of the assessments or net earnings of the Association shall inure to the benefit of any Unit Owner or individual, except to the extent that Unit Owners receive the benefits from the maintenance, repair, operations, additions, alterations and improvement responsibility of the Association.

15. Owner's Personal Obligation for Payment of Assessments.

15.1 Non-Exemption from Payment; Board Responsibility to Collect; Interest, Costs, and Attorney Fees; Suit; Notice to Mortgagee. The amount of Common Expenses assessed against each Unit shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Elements or by abandonment of his Unit. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid assessment which remains unpaid more than fifteen (15) days from the due date for payment thereof. In the event of a default by an Owner in the payment of the assessment, such Owner shall be obligated to pay interest at the rate of fifteen percent (15%), or such higher rate (provided

the same shall not be usurious) as the Board of Directors may from time to time determine, per annum on the amount of the assessment from due date thereof, together with all expenses, including attorney's fees, incurred to collect such assessment together with late charges as provided by the By-Laws of the Association. Suit to recover a money judgment for unpaid Common Expenses may be instigated in Oklahoma County, Oklahoma, and may be maintainable without foreclosing or waiving the lien securing same. Additionally, in the event that the mortgage on a Unit should so provide, a default in the payment of an assessment shall be a default in such mortgage and if required by the mortgagee by written notice to the Association, the Board of Directors shall give notice of any default in payment of an assessment to the mortgagee.

15.2 Unsold Unit Assessments. Declarant shall be responsible for payment of assessments for any unsold Units until the closing of the first sale thereof.

15.3 Reserves and Working Capital. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Elements which the Association may be obligated to maintain. The fund shall be maintained out of regular assessments for Common Expenses. Additionally, a working capital fund shall be established for the initial months of the project operation equal to at least a two (2) months' estimated Common Expenses for each Unit. Each Unit's share of the working capital fund shall be collected and transferred to the Association at the time of closing of the sale of each Unit and maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold Unit shall be paid to the Association within sixty (60) days after the date of the conveyance of the first Unit in the project.

16. Assessment Lien, Priority; Notice of Lien; Recording; Enforcement; Receiver; Mortgagee may pay Assessment. All sums assessed but unpaid for the share of Common Expenses chargeable

to any Unit, including any fees, late charges, fines or interest, shall constitute a lien on such Unit prior to all other liens except the following: (1) assessments, liens and charges for taxes past due and unpaid on the Unit, (2) judgments entered in a Court of Record prior to the date of Common Expense assessment, (3) mortgage instruments of encumbrance duly recorded prior to the date of such assessment, (4) mechanic's and materialmen's liens arising from labor performed or material furnished upon a Unit prior to the date of such assessment, and (5) mechanic's and materialmen's liens for labor performed or material furnished upon the Common Elements to the extent of the proportionate part chargeable to the Unit Owners which constitute a part of an assessable charge for Common Expenses satisfaction of which shall discharge the assessment to the extent of the payment made. To evidence such lien, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by one of the Board of Directors or by one of the officers of the Association and shall be recorded in the office of the County Clerk of Oklahoma County, Oklahoma. Such lien for the Common Expenses shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosure of the defaulting Owner's Unit subsequent to the recording of a notice or claim thereof by the Association in like manner as a mortgage on real property. In any such proceedings the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien and, in the event of foreclosure proceedings, the additional costs, all expenses and attorney's fees incurred. The Owner of the Unit being foreclosed shall be required to pay to the Association the monthly assessment for the Unit during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a Unit may pay, but shall not be required to pay, any unpaid Common Expenses payable with respect to such Unit, and such payment shall not be deemed a waiver by the Association of default by the Unit Owner.

17. Assessments Collectible Upon Sale. Upon the sale or conveyance of a Unit, all unpaid assessments against the seller-Owner for his prorata share of the Common Expenses, including interest

and costs and reasonable attorney's fees incurred in collection, shall be first paid out of the sales price or by the purchaser in preference of any other assessments or charges of whatever nature, except the following:

- 17.1 Assessments, liens and charges for taxes past due and unpaid on the Unit;
- 17.2 Judgments entered in a Court of Record prior to the date of Common Expense assessment;
- 17.3 Mortgage instruments of encumbrance duly recorded prior to the date of such assessments;
- 17.4 Mechanic's and materialmen's liens arising from labor performed or material furnished upon a Unit prior to the date of such assessment; and
- 17.5 Mechanic's and materialmen's liens for labor performed or material furnished upon the Common Elements to the extent of the proportionate part chargeable to the Unit Owners which constitute a part of an assessable charge for Common Expenses, the satisfaction of which shall discharge the assessment to the extent of the payment made.

In a voluntary conveyance of a Unit the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

18. Mortgaging a Unit; Priority; Mortgage Subject to Declaration; Mortgagee in Title-Unpaid Assessments. An Owner shall have the right from time to time to mortgage or encumber his Unit and the interests appurtenant thereto by deed of trust, mortgage or other instrument, but the lien created thereby shall be subject

to the terms and provisions of this Declaration, and any mortgagee or other lienholder who acquires a Unit through judicial foreclosure, public sale or other means shall be subject to the terms and conditions of this Declaration except as specifically excepted herefrom. Where the holder of a first mortgage of record or other purchaser obtains title to the Unit as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, such acquirer of title shall not be liable for the share of the Common Expenses or assessments chargeable to such Unit which became due prior to acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Units including such acquirer, his successors and assigns.

19. Insurance.

- 19.1 Master Policy; Flood Insurance; Special Planned Unit Development Endorsement; Public Liability. The Association shall carry a blanket insurance policy in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost) from an insurance company qualified to do and conduct business in the State of Oklahoma and holding a rating of Best's Insurance Reports of Class XV or better (the limits of coverage of which insurance shall be reviewed annually by the Board of Directors), of fire, lightning, extended coverage, vandalism and malicious mischief, all risk, agreed amount and inflation guard endorsement and replacement cost covering the Common Elements (except land, foundation, excavation and other items normally excluded from coverage), including fixtures and building service equipment to the extent they are a part of the Common Elements, as well as common personal property and supplies, and, if required by law, workmen's compensation insurance (all of which hereinafter referred to as the "Master Policy"), with respect to the project and the Association's administration thereof in accordance with the following. The name of the insured must be stated in form and substance similar to the following: "Stonepoint First Owners' Association, Inc. for use and benefit of the individual owners." Such policy must contain the standard mortgagee clause (without contribution)

which must be endorsed to provide that any proceeds shall be paid to the Stonepoint First Owners' Association, Inc. for the use and benefit of mortgagees, their successors and assigns, as their interest may appear.

Said Master Policy and the endorsements made a part thereof may provide for such deductibles from any amounts otherwise payable thereunder as the Association may determine, and shall also, by Special PUD Endorsement or its equivalent, (i) provide that the insurer issuing said policy agrees to abide by the decision of the Association whether to repair, reconstruct or restore all or any damaged or destroyed portion of the Common Elements covered thereby, (ii) provide that only improvements made or installed by the Association shall affect the valuation of any Building or Improvement on the project for co-insurance purposes, (iii) provide for at least an annual insurance review which shall include an appraisal of all Buildings, improvements and personal property of the Association located on or within the project required to be insured hereby by a representative of the insurer issuing said master policy, (iv) contain a waiver by said insurer of any and all rights of subrogation against any Owner, Declarant (and each member of its staff and its employees), the Association, its Board (and each member thereof), its officers (and each of them), the Manager and his staff, and the agents, representatives and employees of the Association, (v) provide that said Master Policy cannot be cancelled, invalidated, suspended, substantially modified, terminated, avoided or expire in whole or in part by reason of any act, omission or breach of any covenant contained in this Declaration by any Owner, Declarant, the Association, its Board, its officers, the Manager and his staff, or the agents, representatives, or employees of the Association without a prior written demand that the Association cure such breach, and that in no event shall said policy be invalidated, suspended, terminated, voided or expire for any reason without thirty (30) days' prior written notice from the insurer to the Association, Declarant and to any Owner or mortgagee who shall have filed a written request with said



insurer for such notice (vi) provide that the Board or its authorized agent or representative shall have the exclusive authority to adjust any and all losses covered by said policy, (vii) provide that the insurance obtained pursuant to this paragraph shall not be prejudiced by any act or neglect of any of the insureds when such act or neglect is not within the knowledge and control of the insureds collectively, (viii) provide that the insurance obtained pursuant to this paragraph shall not be prejudiced by failure of the insureds collectively to comply with any warranty or condition with regard to any portion of the premises over which the insureds collectively have no control, (ix) provide that the insurance obtained pursuant to this paragraph shall not be prejudiced by reason of the vacancy or non-occupancy of any one or more Units within the project, provided that this Declaration (as the same may be amended from time to time) is in force and the project is operating as a condominium project, (x) provide that all insurance proceeds under said master policy shall be payable to the Association as trustee to be held and expended as provided in this Declaration for the benefit of the Owners and their respective mortgagees as their interests may appear, (xi) provide that the insurer shall issue certificates or memoranda of insurance to the Association, and upon request, to any Unit Owner, mortgagee, or beneficiary under a deed of trust, (xii) prohibit contribution or assessments being made against FNMA or FHLMC or being made a lien on the project superior to the lien of any first mortgage, and (xiii) provide for the recognition of any Insurance Trust Agreement.

The Board of Directors shall also obtain and maintain, to the extent obtainable, comprehensive general liability insurance in such limits as may from time to time be determined necessary, covering all of the Common Elements in the project. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association or other Unit Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private

institutional mortgage investors for projects similar in construction, location and use. Coverage shall be for at least One Million Dollars (\$1,000,000.00) per occurrence, for personal injury, including death of persons, and/or property damage. The Association shall use its best efforts to see that the liability insurance carried by the Association shall contain cross-liability insurance endorsement, or appropriate provisions to cover liability of the Owners, individually and as a group, to another Owner. Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

19.2 Named Insured; Mortgagee Clause. The Master Policy shall be purchased by the Association naming the Association as the insured, as attorney-in-fact or trustee (for all of the Owners), which policy or policies must contain or have attached the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the mortgaged premises are located.

19.3 Fiduciary Liability Insurance. The Board of Directors shall also obtain and maintain fiduciary liability insurance coverage against dishonest acts on the part of officers, directors, managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than (i) one and one-half (1 1/2) times the estimated annual operating expenses and reserves or (ii) the estimated maximum of funds, including reserve fund, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond, or (iii) a sum equal to three (3) months' aggregate assessments on all Units plus reserve funds. In connection with such coverage, an appropriate endorsement to the policy to cover any persons

who serve without compensation shall be added if the policy would not otherwise cover volunteers. The fidelity insurance policy shall provide it may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association or to any Insurance Trustee and each servicer on behalf of FNMA and FHLMC.

- 19.4 Insurance for Unit Owners. Each Owner shall be required to obtain insurance at his own expense on his Unit and on all furnishings and decorations and other items of personal property belonging to an Owner. Casualty and public liability insurance coverage within each Unit are specifically made the responsibility of the Owner thereof.
- 19.5 Insurance Trustee; Power of Attorney. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom such Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Each Unit Owner appoints the Association, or any Insurance Trustee or substitute Insurance Trustee designed by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association or any Insurance Trustee shall receive, hold or otherwise properly dispose of any proceeds of insurance in trust for Unit Owners and their first mortgage holders, as their interests may appear.

20. Eminent Domain.

20.1 Acquisition of All or Substantially All of a Unit. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Unit Owner and mortgagees, if any, as their interest may appear, for the Unit and its Common Element interest, whether or not any Common Element interest is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire Common Element interest, votes in the Association, and Common Expense liability are automatically reallocated to the remaining Units in proportion to the respective interests, votes, and liabilities of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection is thereafter a Common Element.

20.2 Acquisition of Part of a Unit. Except as provided in 20.1, if part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner and mortgagees, if any, as their interest may appear, for the reduction in value of the Unit and its Common Element interest. Upon acquisition, (1) that Unit's Common Element interest, votes in the Association, and Common Expense liability are reduced in proportion to the reduction in the size of the Unit, or on any other basis specified in the Declaration, and (2) the portion of Common Element interest, votes, and Common Expense liability divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective interests, votes, and liabilities of those Units before the taking with the partially acquired Unit participating in the reallocation on the basis of its reduced interests, votes, and liabilities.

20.3 Acquisition of Part of Common Elements. If part of the Common Elements is acquired by eminent domain, the award must be paid to the Association. The

Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective Common Element interests before the taking.

20.4 Association to Represent Owners. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or part thereof. Each Unit Owner appoints the Association as attorney-in-fact for such purposes.

21. Registration of Mailing Address of Unit Owners; Association Address; Service Agent. Each Owner shall register his mailing address with the Association, and notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or to the Association shall be sent certified mail, postage prepaid, to 210 West Park Avenue, First Oklahoma Tower, Suite 3000, Oklahoma City, Oklahoma 73102, Attention: Warren E. Jones, or at such other address of which the Board may be furnished from time to time or served in person upon the service agent of the Association, Warren E. Jones, 210 West Park Avenue, First Oklahoma Tower, Suite 3000, Oklahoma City, Oklahoma 73102.

22. Mortgagee's Rights.

22.1 Notice and Documents to Mortgagee. Each holder of a first mortgage on any Unit shall, upon written request by such holder to the Board of Directors of the Association, receive any of the following:

22.1.1 Copies of budgets, notices of assessments, insurance certificates, or any other notices or statements provided under this Declaration by the Association to the Owner of the Unit covered by the mortgage;

22.1.2 Any audited or unaudited financial statements of the Association within ninety (90) days following the end of any fiscal year, which

are prepared for the Association and distributed to the Owners;

- 22.1.3 Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;
  - 22.1.4 Notice of the decision of the Owners or the Association to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Association;
  - 22.1.5 Notice of substantial damage to or destruction of any Unit or any part of the Common Elements;
  - 22.1.6 Notice of commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Elements; and
  - 22.1.7 Notice of any default of the holder's Owner which is not cured by the Owner within sixty (60) days after the giving of notice by the Association to the Owner of the existence of the default.
- 22.2 Form of Request. The request of a holder shall specify which of the above it desires to receive and shall indicate the address to which any notices of documents shall be sent by the Association. Failure of the Association to provide any of the foregoing to a holder who has made proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Association need not inquire into the validity of any request made by a holder hereunder and in the event of multiple requests from purported holders of the same Unit, the Association shall honor the most recent request received.
- 22.3 Protection of Lien of Mortgage. No violation or breach of or failure to comply with any provision of this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any mortgage taken in good faith

and for value and perfected by recording in the appropriate office, prior to the time of recording in said office of an instrument describing the Unit and listing the name or names of the Owner or Owners thereof and giving notice of such violation, breach, or failure to comply. However, any purchaser on foreclosure or person accepting a deed in lieu thereof shall take subject to this Declaration.

22.4 Mortgagee Voluntary Payment. First mortgagees of Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

22.5 Mortgagee's Rights. The prior written approval of all holders of first mortgages on the Units will be required for any of the following:

22.5.1 An amendment to the Declaration which (i) changes the method of determining the obligations, assessments, dues or other charges which may be levied against a Unit Owner, or (ii) amends this section, or any other provision which specifically grants rights to mortgagees hereunder;

22.5.2 The abandonment, alienation, partition, subdivision, release, transfer, hypothecation or other encumbrance of the Common Elements, except that the consent of mortgagees shall not be required for action by the Association to (i) grant easements for utilities and similar or related purposes, or (ii) to lease or grant licenses;

22.5.3 The abandonment of the development or the removal of any part or all of the properties from the provisions of this Declaration;

- 22.5.4 The effectuation of any decision by the Association to terminate professional management and to assume self-management of the Common Elements;
- 22.5.5 By act or omission, the waiver or abandonment of the scheme of regulations of architectural control or the enforcement thereof pertaining to the architectural design or the exterior appearance of Units, the exterior maintenance of Units and the common property, the maintenance of the common property party walks or common fences and driveways, or the upkeep of lawns and plantings; and
- 22.5.6 The failure to maintain fire and extended coverage insurance on the Common Elements on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost) or any decision not to use the proceeds of such insurance to repair, rebuild, replace, or reconstruct the Common Elements all as provided herein.

23. Period of Ownership. The planned ownership estate created by this Declaration shall continue until this Declaration is revoked in the manner as is provided for in this Declaration.

24. General Reservations. Declarant reserves the right to establish within the Common Elements future easements, reservations, exceptions and exclusions consistent with the ownership of the project and for the best interests of the Unit Owners and the Association in order to serve the entire project.

25. Waiver Clause. Except as to the payment of assessments, the Association shall have the power to grant to any Owner a waiver, variance, or exception of and from any of the provisions of this Declaration, upon approval of a three-fourths (3/4) majority of the votes entitled to be cast by the members of the Association at the annual meeting of the Association or at any special meeting called for this purpose.



26. Party Walls.

26.1 Ownership of Party Wall; Reciprocal Easement. The Owner shall possess, in fee simple, that portion of the party wall lying within the platted lot on which his Unit sits. Each Owner having a party wall is hereby granted a mutual reciprocal easement for repair or replacement of said party wall. No Owner shall commit or omit any act, the result of which is an infringement of the adjoining Unit Owner's rights in the party wall absent written agreement between such Owners. In the event that any portion of any structure, including any party wall, shall protrude over an adjoining Unit, such structure shall not be deemed to be an encroachment upon the adjoining Unit nor shall any action be maintained for the removal of or for damage because of such protrusion. It shall be deemed that said Owner has granted perpetual easements to the adjoining Owner for continuing maintenance and use of any such protrusion. The foregoing shall apply to any replacements of any party wall if the same are constructed substantially in conformity with the original party wall constructed by the Declarant.

26.2 Destruction. If a party wall is destroyed or damaged by any casualty, the Owners of Units abutting such party wall shall jointly restore it substantially to its original form, and they shall contribute equally to the cost of restoration thereof without prejudice, however, to the right of any such Owner to call for a larger contribution from the other Owner under any rules of law regarding liability for negligent or willful acts or omissions. Destruction or damage to any party wall shall not cause the termination of any rights of any of the adjoining Owners thereto, and such Owners will retain those rights herein set forth concerning any reconstruction or replacement of a party wall. Owners of Units abutting such a party wall are obligated hereby to restore it in its substantially original condition. Notwithstanding any other provisions of this section, an Owner who by his negligent or willful act causes the party wall to be damaged shall bear the whole cost of repairing such damage and shall diligently prosecute all such

repairs and reconstruction. If such Owner shall fail to do so, then any other Owner of a Unit abutting such party wall may do so at the sole cost and expense of the Owner causing such damage. The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors in title.

27. General.

- 27.1 Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.
- 27.2 Failure to Enforce Not Waiver. No provision contained in this Declaration or the By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.
- 27.3 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration or exhibits nor the intent of any provision hereof.
- 27.4 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.
- 27.5 Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the project and shall inure to the benefit of and be enforceable by the Association or any member, their respective legal representatives, heirs, successors and assigns.

- 27.6 Declarant Easement. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights reserved herein.
- 27.7 Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. The Association, or any Owner or Declarant, so long as Declarant has a record interest in the covered property, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation; provided, however, with respect to assessment liens and Association Rules, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any member to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association or any Owner shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles of this Declaration or the By-Laws and any amendments thereto. A first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the individual Unit Borrower of any obligation under the planned unit development documents which is not cured within sixty (60) days.
- 27.8 Attorneys Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a special assessment with respect to the Unit involved in the action.

29.9 Special Amendment. Declarant hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Units. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute, and record special amendments. No special amendment made by Declarant shall affect or impair the lien of any first mortgage upon a Unit or any warranties made by an Owner or first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage on such Owner's Unit.

27.10 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 location of uses, maintenance of Common Elements, and access. The City of Edmond may enforce compliance therewith.



EXHIBIT "A"

300-4940-375

Beginning at the Northwest corner of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section Thirty-Two (32), Township Fourteen (14) North, Range Two (2) West, Oklahoma County, Oklahoma; thence South  $00^{\circ}08'51''$  East along the section line a distance of 654.28 feet to the point of beginning; thence North  $89^{\circ}51'09''$  East a distance of 560.00 feet; thence South  $00^{\circ}08'51''$  East a distance of 106.06 feet; thence South  $45^{\circ}00'00''$  East a distance of 21.27 feet; thence South  $00^{\circ}08'51''$  East a distance of 131.26 feet; thence North  $89^{\circ}51'09''$  East a distance of 85.17 feet; thence North  $59^{\circ}24'20''$  East a distance of 50.00 feet; thence North  $89^{\circ}51'09''$  East a distance of 33.91 feet; thence South  $45^{\circ}07'49''$  East a distance of 109.29 feet; thence South  $00^{\circ}27'04''$  East a distance of 105.32 feet; thence North  $89^{\circ}32'56''$  East a distance of 20.00 feet; thence South  $00^{\circ}27'04''$  East a distance of 85.00 feet; thence North  $89^{\circ}32'56''$  East a distance of 25.69 feet; thence South  $00^{\circ}27'04''$  East a distance of 60.00 feet; thence North  $89^{\circ}32'56''$  East a distance of 40.00 feet; thence along a curve to the left with a radius of 190.78 feet a length of 151.50 feet; thence North  $44^{\circ}02'56''$  East a distance of 120.34 feet; thence along a curve to the left with a radius of 196.78 feet a length of 151.97 feet; thence North  $00^{\circ}11'58''$  West a distance of 154.67 feet; thence North  $89^{\circ}48'02''$  East a distance of 142.02 feet; thence South  $00^{\circ}11'52''$  East a distance of 535.00 feet; thence South  $89^{\circ}32'56''$  West a distance of 1319.17 feet; thence North  $00^{\circ}08'51''$  West along the section line a distance of 660.00 feet to the point of beginning containing 14.06 acres more or less.

SUNOFF

EXHIBIT "B"

Each unit shall share in all assessments, whether regular or special, based upon the ratio as set forth below.

<u>Lot and Block</u>	<u>Unit</u>	<u>Ownership and Assessment Share</u>
Lot 1, Block 1	1-1	1/91 per unit
Lot 2, Block 1	2-1	1/91 per unit
Lot 3, Block 1	3-1	1/91 per unit
Lot 4, Block 1	4-1	1/91 per unit
Lot 5, Block 1	5-1	1/91 per unit
Lot 6, Block 1	6-1	1/91 per unit
Lot 7, Block 1	7-1	1/91 per unit
Lot 8, Block 1	8-1	1/91 per unit
Lot 9, Block 1	9-1	1/91 per unit
Lot 10, Block 1	10-1	1/91 per unit
Lot 11, Block 1	11-1	1/91 per unit
Lot 12, Block 1	12-1	1/91 per unit
Lot 13, Block 1	13-1	1/91 per unit
Lot 14, Block 1	14-1	1/91 per unit
Lot 15, Block 1	15-1	1/91 per unit
Lot 16, Block 1	16-1	1/91 per unit
Lot 17, Block 1	17-1	1/91 per unit
Lot 18, Block 1	18-1	1/91 per unit
Lot 19, Block 1	19-1	1/91 per unit
Lot 20, Block 1	20-1	1/91 per unit
Lot 21, Block 1	21-1	1/91 per unit
Lot 22, Block 1	22-1	1/91 per unit
Lot 23, Block 1	23-1	1/91 per unit
Lot 24, Block 1	24-1	1/91 per unit
Lot 1, Block 2	1-2	1/91 per unit
Lot 2, Block 2	2-2	1/91 per unit
Lot 3, Block 2	3-2	1/91 per unit
Lot 4, Block 2	4-2	1/91 per unit
Lot 5, Block 2	5-2	1/91 per unit
Lot 6, Block 2	6-2	1/91 per unit
Lot 7, Block 2	7-2	1/91 per unit
Lot 8, Block 2	8-2	1/91 per unit
Lot 9, Block 2	9-2	1/91 per unit

UNOFFICIAL

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Lot 10, Block 2	10-2	1/91 per unit
Lot 11, Block 2	11-2	1/91 per unit
Lot 12, Block 2	12-2	1/91 per unit
Lot 13, Block 2	13-2	1/91 per unit
Lot 14, Block 2	14-2	1/91 per unit
Lot 15, Block 2	15-2	1/91 per unit
Lot 16, Block 2	16-2	1/91 per unit
Lot 17, Block 2	17-2	1/91 per unit
Lot 18, Block 2	18-2	1/91 per unit
Lot 19, Block 2	19-2	1/91 per unit
Lot 20, Block 2	20-2	1/91 per unit
Lot 21, Block 2	21-2	1/91 per unit
Lot 22, Block 2	22-2	1/91 per unit
Lot 23, Block 2	23-2	1/91 per unit
Lot 24, Block 2	24-2	1/91 per unit
Lot 25, Block 2	25-2	1/91 per unit
Lot 26, Block 2	26-2	1/91 per unit
Lot 27, Block 2	27-2	1/91 per unit
Lot 28, Block 2	28-2	1/91 per unit
Lot 29, Block 2	29-2	1/91 per unit
Lot 30, Block 2	30-2	1/91 per unit
Lot 31, Block 2	31-2	1/91 per unit
Lot 32, Block 2	32-2	1/91 per unit
Lot 33, Block 2	33-3	1/91 per unit
Lot 34, Block 2	34-2	1/91 per unit
Lot 35, Block 2	35-2	1/91 per unit
Lot 36, Block 2	36-2	1/91 per unit
Lot 37, Block 2	37-2	1/91 per unit
Lot 38, Block 2	38-2	1/91 per unit
Lot 39, Block 2	39-2	1/91 per unit
Lot 40, Block 2	40-2	1/91 per unit
Lot 41, Block 2	41-2	1/91 per unit
Lot 42, Block 2	42-2	1/91 per unit
Lot 43, Block 2	43-2	1/91 per unit
Lot 44, Block 2	44-2	1/91 per unit
Lot 45, Block 2	45-2	1/91 per unit
Lot 46, Block 2	46-2	1/91 per unit
Lot 47, Block 2	47-2	1/91 per unit
Lot 48, Block 2	48-2	1/91 per unit
Lot 49, Block 2	49-2	1/91 per unit
Lot 50, Block 2	50-2	1/91 per unit
Lot 51, Block 2	51-2	1/91 per unit
Lot 52, Block 2	52-2	1/91 per unit
Lot 53, Block 2	53-2	1/91 per unit
Lot 54, Block 2	54-2	1/91 per unit



Lot 55, Block 2	55-2
Lot 56, Block 2	56-2
Lot 57, Block 2	57-2
Lot 58, Block 2	58-2
Lot 59, Block 2	59-2
Lot 60, Block 2	60-2
Lot 61, Block 2	61-2
Lot 62, Block 2	62-2

1/91 per unit  
 1/91 per unit  
 1/91 per unit  
 1/91 per unit  
 1/91 per unit  
 1/91 per unit  
 1/91 per unit  
 1/91 per unit

Lot 1, Block 3	1-3
Lot 2, Block 3	2-3
Lot 3, Block 3	3-3
Lot 4, Block 3	4-3
Lot 5, Block 3	5-3

1/91 per unit  
 1/91 per unit  
 1/91 per unit  
 1/91 per unit  
 1/91 per unit

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