

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by INVESTORS LAND CO., LTD., an Oklahoma Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Cleveland County, State of Oklahoma, which is more particularly described as:

Lots One (1) through Sixteen (16), Sixty-Four (64) through Seventy-Five (75), Ninety-Two (92) through One Hundred Three (103), One Twenty (120) through One Twenty-Nine (129), and One Forty-Four (144) through One Fifty-Two (152), PECAN CREEK NORTHEAST, being a part of Section 35, Township 10 North, Range 1 East of the I.M., Cleveland County, Oklahoma, according to the recorded plat thereof;

and

Lots Seventeen (17), Eighteen (18), Twenty (20) through Forty-Six (46), Forty-Eight (48) through Fifty (50), Fifty-Two (52) through Sixty-Three (63), Seventy-Six (76) through Ninety-One (91), One Hundred Four (104) through One Nineteen (119), One Thirty (130) through One Forty-Three (143), One Fifty-Three (153) through One Fifty-Eight (158), One Sixty (160), One Sixty-Two (162), One Sixty-Four (164) through One Sixty-Eight (168), One Seventy (170), One Seventy-Two (172) through One Eighty (180), and One Eighty-Two (182) through One Eighty-Six (186), PECAN CREEK NORTHEAST, being a part of Section 35, Township 10 North, Range 1 East of the I.M., Cleveland County, Oklahoma, according to the recorded plat thereof.

and

(Lots One (1) through Twelve (12), Fourteen (14) through One Hundred (100), One Hundred Two (102), One Hundred Four (104) through One Hundred Eight (108), One Hundred Ten (110), One Twelve (112) through One Sixteen (116), One Eighteen (118) through One Twenty (120), PECAN CREEK SOUTH, being a part of the South Half (S/2) of Section 35, Township 10 North, Range 1 East of the I.M., Cleveland County, Oklahoma, according to the recorded plat thereof.

and

and

Lots One (1) through Twenty (20), Twenty-Two (22), Twenty-Four (24), Twenty-Six (26) through Ninety-Eight (98), One Hundred (100), One Hundred Two (102), One Hundred Four (104), One Hundred Six (106), One Hundred Eight (108), One Hundred Ten (110), One Hundred Twelve (112), One Fourteen (114), PECAN CREEK WEST, being a part of Section 35, Township 10 North, Range 1 East of I.M., Cleveland County, Oklahoma, according to the recorded plat thereof.

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CLEVELAND COUNTY
1955 FEB 25 PM 4:45
WILE J. LAM CANTON
COUNTY CLERK

and such other property that is annexed as hereinafter provided by Declarant.

WHEREAS, the undersigned is the owner of all of the lots in said additions known as PECAN CREEK SOUTH, PECAN CREEK NORTHEAST, and PECAN CREEK WEST, Cleveland County, Oklahoma, according to the recorded plats thereof; and

WHEREAS, the undersigned wishes to dedicate private roadway easements as shown and described on said plats; and

WHEREAS, the plats of said additions show certain roads or streets intended for ingress and egress to various lots in said additions, which roads and streets are private, not dedicated to the public, and the undersigned desires to establish an association of the owners of the property in said additions for the purpose of repair, maintenance and preservation of said private roads, to the end that they may be conveniently utilized by the owners of property in said additions, their successors, and assigns and by their licensees, invitees, and guests. Said plats have been duly recorded on the 25th day of February, 1983, in Plat Books 13, 13, 13, and 13, respectively, at Pages 112, 113-114, 115-116, and 117-118, respectively, in the office of the County Clerk, Cleveland County, Oklahoma. It is specifically understood that police, fire inspection and health department vehicles, and all official personnel who are in the process of performing their normal responsibilities as City, County, State, or Federal Employees shall have the right to ingress and egress over, upon, and across said easements and roadways and that the same shall be kept open and free from obstructions at all times.

The undersigned does hereby declare that all of the property in said additions shall be subject to the provisions hereof and said lots shall be held, sold, conveyed and occupied subject to the provisions hereof and the provisions of any restrictive, protective, and use covenants filed of record all for the purpose of enhancing and protecting the value, desirability and attractiveness of the property within said additions, and specifically for the care, upkeep, maintenance and continued improvement of said roads. These covenants and restrictions shall run with the real property and be binding upon all parties having or acquiring any right, title, interest, or estate in and to said property, or any part thereof. The provisions herein stated as to the said Property Owner's Association shall become a part of the restrictive covenants and conditions applicable to said additions and shall be enforced according to the terms hereof and the property owner's association By-Laws, as well as the other provisions of enforcement provided herein.

The Declarant is to file at a later date the reservations and restrictions pertaining to Lots Seventeen (17), Eighteen (18), Twenty (20) through Forty-Six (46), Forty-Eight (48) through Fifty (50), Fifty-Two (52) through Sixty-Three (63),

Seventy-Six (76) through Ninety-One (91), One Hundred Four (104) through One Nineteen (119), One Thirty (130) through One Forty-Three (143), One Fifty-Three (153) through One Fifty-Eight (158), One Sixty (160), One Sixty-Two (162), One Sixty-Four (164) through One Sixty-Eight (168), One Seventy (170), One Seventy-Two (172) through One Eighty (180), and One Eighty-Two (182) through One Eighty-Six (186), PECAN CREEK NORTHEAST, being a part of Section 35, Township 10 North, Range 1 East of the I.M., Cleveland County, Oklahoma, according to the recorded plat thereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described above 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 and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Pecan Creek Property Owners Association, an unincorporated association, its successors and assigns, a non-profit association.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association as hereinafter provided.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) 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 the conveyance of the first lot is described as follows: Only those private roadways shown and described in the recorded plats of the Properties which includes utility easements for the use and benefit of all owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "Declarant" shall mean and refer to Investors Land Co., Ltd., an Oklahoma Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements 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 dedicate or transfer

transfer all or any part 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. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by a majority of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on June 1, 1985.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for private roadway improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area (private roadways).

Section 3. Maximum Annual Assessment. After January 1, 1985, the maximum annual assessment shall be Fifty Dollars (\$50.00) per Lot.

- (a) From and after January 1, 1985, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1985, the maximum annual assessment may be increased above ten percent (10%) by a vote of two thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association 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, reconstruction, repair or replacement of a capital improvement upon the Common Area (private roadways), provided that any such assessment shall have the assent of majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all the votes of each class of membership 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) (rounded) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence January 1, 1985. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area (private roadways) or abandonment of this Lot. All owners agree that any such action may be brought by the Association in its own name as the real party in interest without each member being specifically joined therein as plaintiff.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

RESERVATIONS AND RESTRICTIONS

Certain reservations and restrictions have been or are to be imposed upon the properties by recording same in the office of the County Clerk, Cleveland County, Oklahoma. Such reservations and restrictions are to be imposed upon the properties prior to any lot being conveyed to an owner and are covenants running with the land.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All owners agree that any such action may be brought by the Association in its own name as the real party in interest without each member being specifically joined therein as plaintiff.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than two thirds (2/3) of the Lot Owners, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties. Additional land within the area described in a certain Correction Warranty Deed dated the 30th day of December, 1982, and filed of record on the 12th day of January, 1983, in Book 1358, at Pages 404 and 405, in the office of the County Clerk, Cleveland County, Oklahoma, may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument, provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

ARTICLE VII

BY-LAWS OF ASSOCIATION

The By-Laws of the Association are attached hereto, marked "Exhibit A-1 through A-8", inclusive, and herein incorporated by reference.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 22ND day of February, 1983.

[Signature]

SECRETARY

INVESTORS LAND CO., LTD.,
an Oklahoma Corporation

BY: *[Signature]*

AUBREY W. HOWARD, President

STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public, in and for said County and State, on the 22ND day of February, 1983, personally appeared AUBREY W. HOWARD, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

[Signature]

NOTARY PUBLIC

My Commission Expires;
April 12, 1986

BY-LAWS

OF

BOOK 1380 PAGE 390

PECAN CREEK PROPERTY OWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the association is Pecan Creek Property Owners Association, hereinafter referred to as the "Association", an unincorporated association. The principal office of the corporation shall be located at such location within Cleveland County, Oklahoma, as from time to time determined by the members and directors,

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Pecan Creek Property Owners Association, an unincorporated association, its successors and assigns, a non-profit association.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all private roadways owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 5. "Owner" shall mean and refer to the owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Investors Land Co., Ltd., an Oklahoma Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the County Clerk, Cleveland County, Oklahoma.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of execution of the Declaration, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. 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.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a board of nine (9) directors, who shall be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years, and three (3) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his authorized duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. 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 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 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 not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

A system of voting for members of a legislative whereby each voter can record as many votes as there are candidates for election
ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held semi-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any three (3) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area (private roadways) and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Declaration;

(c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and association affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, directors, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area (private roadways) to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all certificates, and all other necessary and incidental written instruments and shall co-sign all checks.

Vice-President

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

Secretary

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

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks of the Association; keep proper

books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, if authorized and required by the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members, if requested by individual members, in writing.

ARTICLE IX

COMMITTEES

The Association may appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be obtained at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area (private roadways) or abandonment of his Lot.

ARTICLE XII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while thereis Class B membership.

Section 2. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

The first year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of execution of the Declaration.

IN WITNESS WHEREOF, we, being all of the directors of the Pecan Creek Property Owners Association, an unincorporated non-profit Association, and the record owner of all lots affected thereby, have hereunto set our hands this 22ND day of FEBRUARY, 1983.

INVESTORS LAND CO., LTD.

ATTEST:

Judy May

Aubrey W. Howard
AUBREY W. HOWARD, Director

Judy May
JUDY MAY, Director

Bill R. Knapp
BILL R. KNAPP, Director

BY: Aubrey W. Howard
AUBREY W. HOWARD, Pres.

STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22ND day of FEBRUARY, 1983, personally appeared AUBREY W. HOWARD, BILL R. KNAPP, and JUDY MAY, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Myla R. Bryant
NOTARY PUBLIC

My Commission Expires:

April 13, 1986

STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of February, 1983, personally appeared AUBREY W. HOWARD, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Myla G. Bryant
NOTARY PUBLIC

My Commission Expires:

April 12, 1986

CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting secretary of the Pecan Creek Property Owners Association, an unincorporated, non-profit Association; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 20th day of January, 1983.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 22ND day of February, 1983.

Judy May
JUDY MAY, SECRETARY

Return to : Investors Land Co., Ltd, 330 W. Gray, Suite 509, Norman, OK 73069

PRIVATE ROADWAY AND UTILITY EASEMENT
PECAN CREEK NORTH

1966 MAR - 3 AM 10:11 A
FILED IN CLERK'S OFFICE
CLERK'S OFFICE
OKLAHOMA COUNTY
RECORDED

WHEREAS, Investors Land Co., Ltd. is the owner of the following described property located in Oklahoma County, Oklahoma

Being the E $\frac{1}{2}$, SW $\frac{1}{2}$, of Section 26, T10N, R1E, I.M., Cleveland County, Oklahoma, Described as follows: Beginning at the SE Corner of E $\frac{1}{2}$, SW $\frac{1}{2}$ of said section, THENCE N. 89°42'46" West a distance of 1315.38', THENCE N. 0°03'12" West a distance of 2641.03', THENCE S. 89°31'41" East a distance of 1325.78', THENCE S. 0°10'19" West a distance of 2636.71' to the point of beginning, containing 80.00 acres more or less, also known as Lots 1 through 16 Pecan Creek North.

WHEREAS, it is the desire of said party to create and dedicate certain private roadway and utility easements in said addition.

NOW, THEREFORE, the undersigned does hereby dedicate, grant and convey unto owners and future property owners of that part of

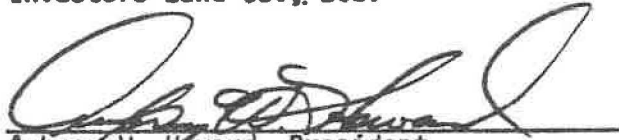
"SEE EXHIBITS"

The above dedicated area shall henceforth be used by property owners abutting thereto, their heirs, successors and signed, as a private roadway and utility easement for the purpose of ingress and egress to property adjacent to the same and utilities that may required.

Provided, however, that neither the undersigned nor Cleveland County, or governmental entity shall have any obligation to clear or otherwise maintain said roadways or utility easements, same being the obligation to the abutting property owners, and providing further that the police, park, inspection and health department vehicles and personnel in the process of performing their normal responsibilities as City, County, or state employees, shall have the right of access across said easements at all times.

Witness my hand this 28th day of February, 1986.

Investors Land Co., Ltd.



Aubrey W. Howard, President




July May, Secretary

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND) SS.

The foregoing instrument was acknowledged before me this 28th day of February, 1986 by Aubrey W. Howard, President of Investors Land Co., Ltd., an Oklahoma Corporation, on behalf of the corporation.


Notary Public



(PECAN CREEK NORTH) POND CREEK DR.

BEING A 60' ROADWAY EASEMENT ACROSS A PART OF THE E $\frac{1}{2}$, SW $\frac{1}{4}$, SECTION 26, T10N, R1E, I.M., CLEVELAND COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, COMMENCING AT THE SE CORNER OF E $\frac{1}{2}$, SW $\frac{1}{4}$ OF SAID SECTION, THENCE N. 89° 42' 46" W., 549.70' TO THE TRUE POINT OF BEGINNING,

THENCE N. 0° 10' 19" E. A DISTANCE OF 1981.10';

THENCE N. 89° 42' 46" W. A DISTANCE OF 113.63';

THENCE N. 0° 10' 19" E. A DISTANCE OF 479.76' TO THE POINT OF ENDING, ALSO BEING THE CENTER OF A CUL-DE-SAC HAVING A RADIUS OF 50.00 FEET.

BEING AN 80' UTILITY EASEMENT ACROSS A PART OF THE E $\frac{1}{2}$, SW $\frac{1}{4}$ OF SECTION 26, T10N, R1E, CLEVELAND COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEING 40.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, COMMENCING AT THE SE CORNER OF E $\frac{1}{2}$, SW $\frac{1}{4}$ OF SAID SECTION, THENCE N. 89° 42' 46" W., 549.70 FEET TO THE TRUE POINT OF BEGINNING,

THENCE N. 0° 10' 19" E. A DISTANCE OF 1981.10';

THENCE N. 89° 42' 46" W. A DISTANCE OF 113.63';

THENCE N. 0° 10' 19" E. A DISTANCE OF 479.76' TO THE POINT OF ENDING, ALSO BEING THE CENTER OF A CUL-DE-SAC HAVING A RADIUS OF 60.00 FEET.

BEING AN EASEMENT ACROSS A PART OF THE E $\frac{1}{2}$, SW $\frac{1}{4}$ SECTION 26, T10N, R1E, I.M., CLEVELAND COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SE CORNER OF E $\frac{1}{2}$, SW $\frac{1}{4}$ OF SAID SECTION, THENCE N. 89° 42' 46" W., 549.70', THENCE N. 0° 10' 19" E., 1981.10', THENCE N. 89° 42' 46" W., 83.63', THENCE N. 0° 10' 19" E., 30.00 TO THE TRUE POINT OF BEGINNING,

THENCE N. 0° 10' 19" E. A DISTANCE OF 25.00';

THENCE S. 44° 46' 13" E. A DISTANCE OF 35.39';

THENCE N. 89° 42' 46" W. A DISTANCE OF 25.00' TO THE POINT OF BEGINNING.

BEING A ROADWAY AND UTILITY EASEMENT ACROSS A PART OF THE E $\frac{1}{2}$, SW $\frac{1}{4}$ SECTION 26, T10N, R1E, I.M., CLEVELAND COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SE CORNER OF E $\frac{1}{2}$, SW $\frac{1}{4}$ OF SAID SECTION, THENCE N. 89° 42' 46" W., 549.70', THENCE N. 0° 10' 19" E., 1417.11' TO THE TRUE POINT OF BEGINNING,

THENCE N. 89° 42' 46" W. A DISTANCE OF 55.00';

THENCE N. 0° 10' 19" E. A DISTANCE OF 563.98';

THENCE S. 89° 42' 46" E. A DISTANCE OF 55.00';

THENCE S. 0° 10' 19" W. A DISTANCE OF 563.98' TO THE POINT OF BEGINNING.

12
CLEVELAND COUNTY
FILED OR RECORDED

7407

BOOK 1915 PAGE 861

1966 MAR -3 AM 10:14

FILE JEAN GATEWOOD
COUNTY CLERK

"ADDENDUM"

THIS ADDENDUM, made on the date hereinafter set forth by Investors Land Co., Ltd., an Oklahoma Corporation, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain property in Cleveland County, State of Oklahoma, which is more particularly described as follows:

Being the East One-Half of the Southwest Quarter (E/2 SW/4), Section Twenty-six (26), Township Ten North (T10N), Range One East (R1E) of the Indian Meridian, Cleveland County, Oklahoma, containing 80 acres, more or less, also known as Lots 1 through 16 Pecan Creek North

WHEREAS, Declarant wishes the afore mentioned described property to be included and become a part of and abide by the filed DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS in Book 1380 Pages 383 through 397, and hereinafter to be included and become a part of and abide by the filed BY LAWS OF PECAN CREEK PROPERTY OWNERS ASSOCIATION in Book 1380 Pages 398 through 405, both instruments filed in the office of the County Clerk, Cleveland County, Oklahoma, and

WHEREAS, certain reservations and restrictions have been or are to be imposed upon the properties by recording same in the office of the County Clerk, Cleveland County, Oklahoma. Such reservations and restrictions are to be imposed upon the properties prior to any lot being conveyed to an owner and are covenants running with the land, and

WHEREAS, Declarant wishes to dedicate private roadway easements as described and shown in "Exhibit A", attached hereto, of the unrecorded plat of the afore mentioned property, and

WHEREAS, the unrecorded plat of said addition show certain roads or streets intended for ingress and egress to various lots in said property, which roads and streets are private, not dedicated to the public, and the Declarant desires to include said addition to the PECAN CREEK PROPERTY OWNERS ASSOCIATION, for the purpose of repair, maintenance and preservation of said private roads, to the end that they may be conveniently utilized by the owners of property in said addition, their successors, and assigns and by their licensees, invitees, and guests. It is specifically understood that police, fire inspection, and health department vehicles, and all official personnel who are in the process of performing their normal responsibilities as City, County, State or Federal Employees shall have the right to ingress and egress over, upon, and across said easements and roadways and that the same shall be kept open and free from obstruction at all times.

Dated this 28th day of February, 1986.

Investors Land Co., Ltd.

BY: [Signature]
Aubrey W. Howard, President

ATTEST:

[Signature]
Jung Han, Secretary
INVESTORS LAND CO.
CORPORATE SEAL
OKLAHOMA

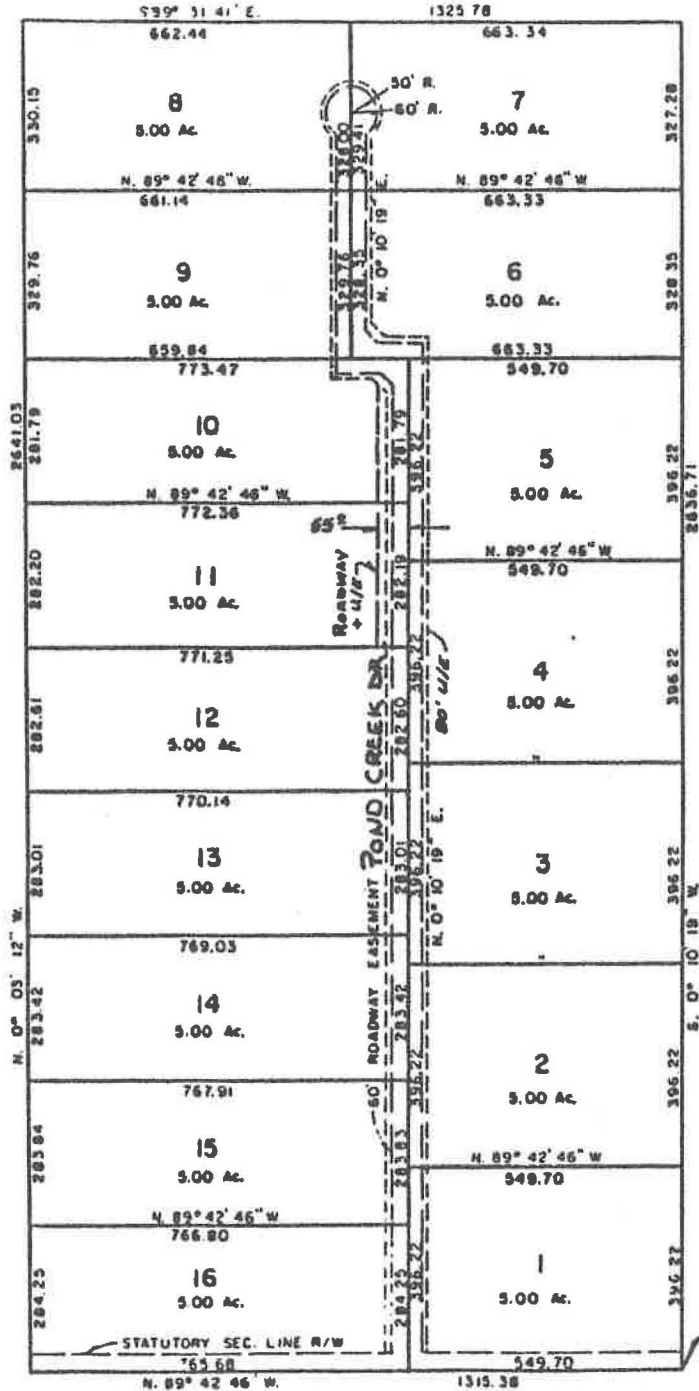
STATE OF OKLAHOMA)
COUNTY OF CLEVELAND)

SS.

The foregoing instrument was acknowledged before me this 28th day of February, 1986, by Aubrey W. Howard, President of Investors Land Co., Ltd., an Oklahoma Corporation.

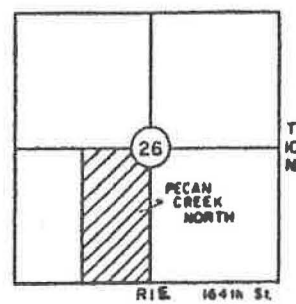
CARLENE V. HOLLAND
NOTARY PUBLIC
IN AND FOR THE STATE OF OKLAHOMA
CLEVE. CO.
Commission Expires: August 20, 1988

[Signature]
Notary Public



SE Cor. E 1/2, SW 1/4,
Sec. 26, T10N, R1E

SCALE 1" = 200'



PECAN CREEK NORTH
BEING THE E 1/2, SW 1/4, SEC. 26, T10N, R1E
CLEVELAND COUNTY, OKLAHOMA

SURVEYOR'S CERTIFICATE

I, DEARL B. STOUT, A REGISTERED LAND SURVEYOR IN AND FOR THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT A CAREFUL SURVEY WAS MADE UNDER MY SUPERVISION OF THE E 1/2, SW 1/4 OF SECTION 26, T10N, R1E, CLEVELAND COUNTY, OKLAHOMA, DESCRIBED AS FOLLOWS, BEGINNING AT THE SE CORNER OF E 1/2, SW 1/4 OF SAID SECTION,
THENCE N. 89° 42' 46" W. A DIST. OF 1315.38';
THENCE N. 0° 03' 12" W. A DIST. OF 2641.03';
THENCE S. 89° 31' 41" E. A DIST. OF 1325.78';
THENCE S. 0° 10' 19" W. A DIST. OF 2636.71' TO THE POINT OF BEGINNING. CONTAINS 80.00 ACRES MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD.

Dearl B Stout
DEARL B. STOUT L.S. #240

SUBSCRIBED AND SWORN TO BEFORE ME THIS 29 DAY OF February, 1986.

MY COMMISSION EXPIRES:
4-20-87

Louis W. Peterson
NOTARY PUBLIC

STOUT'S ENGINEERING & SURVEYING INC.
MOORE, OKLAHOMA
P. O. BOX 6948 794-3848

7408

RESERVATIONS AND RESTRICTIONS

PERTAINING TO:

Being the East One-Half of the Southwest Quarter (E/2 SW/4), Section Twenty-six (26), Township Ten North (T10N), Range One East (R1E) of the Indian Meridian, Cleveland County, Oklahoma, containing 80 Acres, more or less, also known as Lots 1 through 16 Pecan Creek North.

STATE OF OKLAHOMA
CLEVELAND COUNTY
FILED OR RECORDED
1988 MAR -3 AM 10
DALLIE JEAN GALEWOOD
COUNTY CLERK

For the purposes of providing adequate restrictive covenants for the mutual benefit of ourselves and successors in title to the tracts hereinafter described, we do hereby inpose the following RESERVATIONS, COVENANTS AND RESTRICTIONS that shall all be encumbant upon all tranferees, grantees and successors in title or interest, to-wit:

Being the East One-Half of the Southwest Quarter (E/2 SW/4), Section Twent-six (26), Township Ten North (T10N), Range One East (R1E) of the Indian meridian, Cleveland County, Oklahoma, containing 80 acres more or less, also known as Lot 1 through 16 Pecan Creek North

I.

All lots are designated as residential building plots. No House shall be erected, altered, placed or permitted to remain on other than a permanent stemwall foundation. Minimum square footage shall be one thousand square feet (1000).

II.

No residential building lot shall be resubdivided.

III.

No business, trade or commercial activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

IV.

No structure of temporary charter, tent, shack, barn or other outbuilding shall be used on any tract at any time as a residence, either temporary or permanent, and no structure previously used shall be moved onto any tract.

V.

Mobile homes shall be permitted, installed and maintained, provided the mobile home be at least on thousand (1000) square feet in size, skirted with permanent materials, tied down and kept neat in appearance. Storage under mobile homes will not be permitted. No additions to mobile homes will be permitted other than those additions done by professional manufacturing companies and/or builders. Skirting must match trim color of mobile home and be installed within 30 days after mobile home is moved onto tract.

VI.

No trash, junk cars or other refuse may be placed, thrown or dumped on any lot. Each owner of a vacant lot is required to keep said lot in presentable condition and any non-burnable refuse must be hauled away for disposal.

VII.

All outbuildings shall be of new construction, neat in appearance and be placed to the rear of the dwelling, if topographically possible.

VIII.

Well and septic tanks must conform to minimum State Health Department regulations and shall be constructed in accordance with the recommendation called for as a result of a percolation test. It shall be necessary for the contractor or contractor-builder, prior to covering any septic tank system to notify the Health Department that the septic tank system is ready for its final inspection. No well or septic tank system may be constructed on one lot which would interfere with the proper drainage either on the lot of the owner, or any other lot.

IX.

The minimum construction standards will be those contained in the National Building Code, National Electric Code, National Plumbing Code and the ASHRA, and the Oklahoma City Building Code.

X.

No building shall be located nearer than fifty (50) feet to the front property line, fifty (50) feet to the rear property line or fifty (50) feet to any interior property line.

XI.

Easements for installation and maintenance of utilities and drainage facilities are reserved and recorded. The areas so reserved are hereby dedicated to use for the construction and maintenance of utility facilities above and beneath the surface of the ground for the supplying of electric power and energy, telephone service, gas water and other utility services by any person, firm or corporation engaged in supplying such services to the public.

XII.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1996, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of said lots has been recorded, agreeing to change said covenants in whole or in part.

XIII.

If the parties hereto, or any of them, or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any of the above-described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to either prevent him or them from doing or recover damages for such violation.

XIV.

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

Dated this 28th day of February, 1986

INVESTORS LAND CO., LTD.

By: *Aubrey W. Howard*
Aubrey W. Howard, President

ATTEST:
Judy May
Judy May, Secretary
Seal
OKLAHOMA

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND) SS.

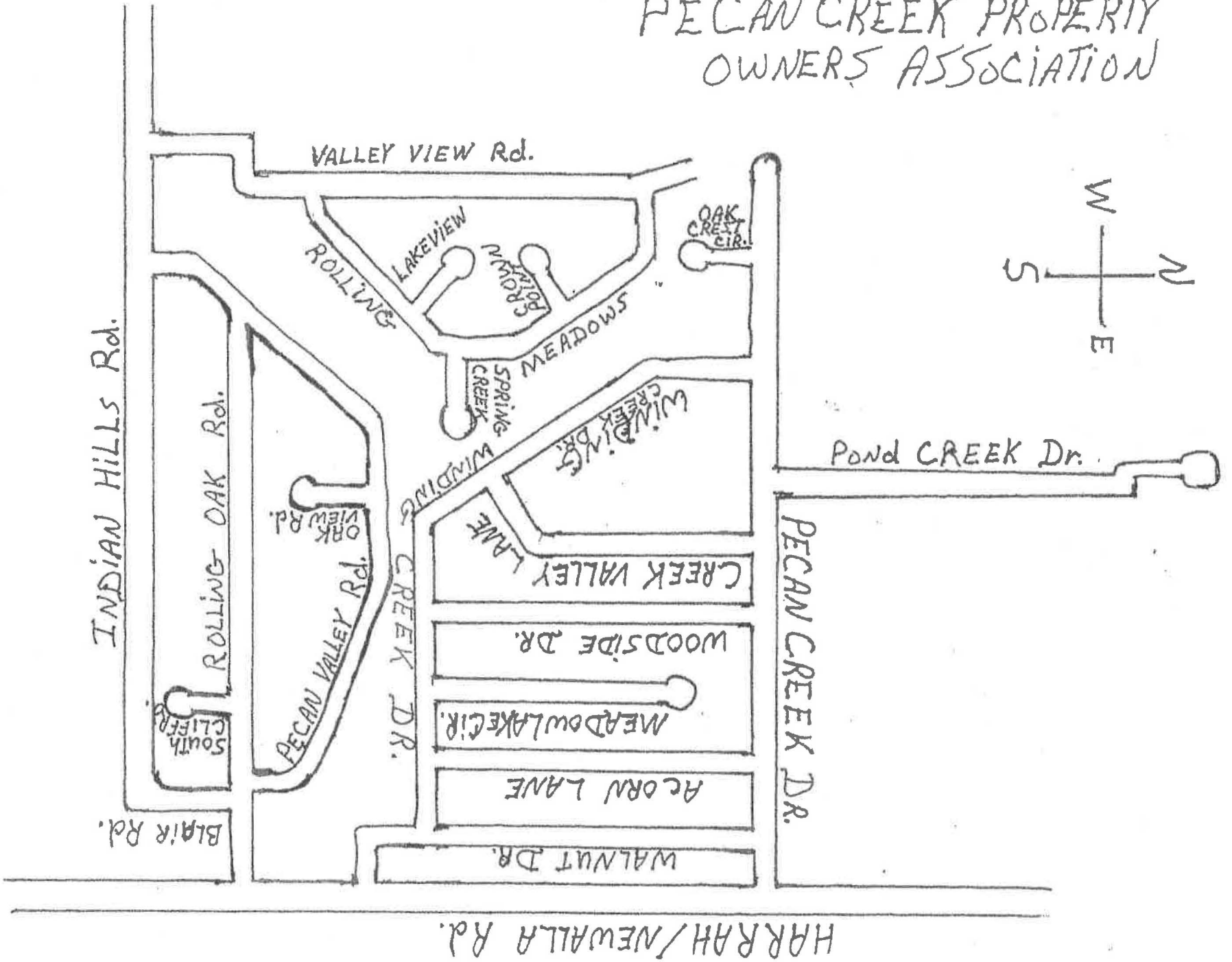
The foregoing instrument was acknowledged before me this 28th day of February, 1986, by Aubrey W. Howard, President of Investors Land Co., Ltd., an Oklahoma Corporation, on behalf of the Corporation.

My Commission Expires;

Carlene V. Halland
Notary Public

PUBLIC
August 20, 1988
OKLAHOMA
CLEVE. CO.

PECAN CREEK PROPERTY OWNERS ASSOCIATION



Pecan Creek Northeast

STATE OF OKLAHOMA
CLEVELAND COUNTY
FILED OCT 13 1903

7016

PAGE 1380 PAGE 374

1903 FEB 25 PM 4:34

ELLIE JEAN CATCHEL RESERVATIONS AND RESTRICTIONS
COUNTY CLERK

PERTAINING TO:

Lots One (1) through Sixteen (16), Sixty-Four (64) through Seventy-Five (75), Ninety-Two (92) through One Hundred Three (103), One Twenty (120) through One Twenty-Nine (129), and One Forty-Four (144) through One Fifty-Two (152), PECAN CREEK NORTHEAST, being a part of Section 35, Township 10 North, Range 1 East of the I.M., Cleveland County, Oklahoma, according to the recorded plat thereof.

For the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and successors in title to the tracts hereinafter described, we do hereby impose the following RESTRICTIONS, COVENANTS AND RESERVATIONS that shall all be encumbent upon all transferees, grantees and successors in title or interest, to-wit:

Lots One (1) through Sixteen (16), Sixty-Four (64) through Seventy-Five (75), Ninety-Two (92) through One Hundred Three (103), One Twenty (120) through One Twenty-Nine (129), and One Forty-Four (144) through One Fifty-Two (152), PECAN CREEK NORTHEAST, being a part of Section 35, Township 10 North, Range 1 East of the I.M., Cleveland County, Oklahoma, according to the recorded plat thereof.

I.

All lots shall be known and designated as residential building plots. Only new conventionally built homes shall be permitted. Minimum square footage shall be one thousand (1,000) square feet. All houses shall have composition or wood shingles roofing or better. All exterior finishes to be real or simulated wood siding, brick veneer, masonry, stucco or a combination thereof. Mobile homes shall not be permitted.

II.

No residential building lot shall be resubdivided.

III.

No business, trade or commercial activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

IV.

no structure of temporary character, tent, shack, barn, or other outbuilding shall be used on any tract at any time as a residence or for commercial purposes, either temporary or permanent, and no structure previously used shall be moved onto any lot.

V.

No trash, junk cars, or other refuse, may be placed, thrown or dumped on any lot. Each owner of a vacant lot is required to keep said lot in presentable condition and any non-burnable refuse must be hauled away for disposal.

VI.

All outbuildings shall be of new construction, neat in appearance, and be placed to the rear of the dwelling, if topographically possible.

VII.

Wells and septic tanks must conform to minimum State Health Department regulations and shall be constructed in accordance with the recommendation called for as a result of a percolation test. It shall be necessary for the contractor or contractor/builder, prior to covering any septic tank system to notify the Health Department that the septic tank system is ready for its final inspection. In no case may a well be closer than one hundred (100) feet from any part of a septic tank system, nor may a well or septic tank system on any lot be closer than twenty (20) feet to a lot line. Well casing will be cemented for a distance of ten (10) feet below the surface of the ground and not less than fifty (50) feet from a dwelling. No well or septic tank system may be constructed on one lot which would interfere with the proper drainage either on the lot of the owner or any other lot.

VIII.

The minimum construction standards will be those contained in the National Building Code, National Electric Code, National Plumbing Code, Industrialized Housing Building Code and/or in accordance with the requirements of Veterans Administration, Federal National Mortgage Association, or Federal Housing Administration.

IX.

No building shall be located nearer than thirty (30) feet to the front property line; fifty (50) feet to the rear property line; or twenty (20) feet to any interior property line.

X.

Easements for installation and maintenance of utilities and drainage facilities are reserved and recorded. The areas so reserved are hereby dedicated to use for the construction and maintenance of utility facilities above and beneath the surface of the ground for the supplying of electric power and energy, telephone service, gas, water, and other utility services by any person, firm, or corporation engaged in supplying such services to the public.

XI.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1995, at which time said covenants shall be automati-

cally extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of said lots has been recorded, agreeing to change said covenants, in whole or in part.

XII.

If the parties hereto, or any of them, or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any of the above described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants to either prevent him or them from doing or recover damages for such violation.

XIII.

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

DATED this 22ND day of February, 1983.

INVESTORS LAND CO., LTD.

BY: *Aubrey W. Howard*
AUBREY W. HOWARD, President

ATTEST:
Judy May
JUDY MAY, Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22ND day of February, 1983, personally appeared AUBREY W. HOWARD, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Myla R. Bryant
NOTARY PUBLIC

NOTARY PUBLIC
My Commission Expires:
April 13, 1986

Pecan Creek Northeast

19190

BOOK 1425 PAGE 1

RESERVATIONS AND RESTRICTIONS

PERTAINING TO:

Lots Seventeen (17), Eighteen (18), Twenty (20) through Twenty-seven (27), Sixty-three (63), Seventy-six (76), Seventy-seven (77), Ninety (90), Ninety-one (91), One Hundred Four (104), One Hundred Five (105), One Hundred Eighteen (118), One Hundred Nineteen (119), One Hundred Thirty (130), One Hundred Thirty-one (131), One Hundred Forty-two (142), One Hundred Forty-three (143), One Hundred Fifty-four (154), One Hundred Fifty-five (155), One Hundred Sixty-six (166) through One Hundred Sixty-eight (168), One Hundred Seventy (170), One Hundred Seventy-two (172) through One Hundred Seventy-seven (177), One Hundred Eighty-three (183) through One Hundred Eighty-six (186) of PECAN CREEK NORTHEAST, being a part of Section 35, Township 10 North, Range 1 East of the I.M., Cleveland County, Oklahoma, according to the recorded plat thereof.

For the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and successors in title to the tracts hereinafter described, we do hereby impose the following RESTRICTIONS, COVENANTS AND RESERVATIONS that shall all be encumbent upon all transferees, grantees and successors in title or interest, to-wit:

Lots Seventeen (17), Eighteen (18), Twenty (20) through Twenty-seven (27), Sixty-three (63), Seventy-six (76), Seventy-seven (77), Ninety (90), Ninety-one (91), One Hundred Four (104), One Hundred Five (105), One Hundred Eighteen (118), One Hundred Nineteen (119), One Hundred Thirty (130), One Hundred Thirty-one (131), One Hundred Forty-two (142), One Hundred Forty-three (143), One Hundred Fifty-four (154), One Hundred Fifty-five (155), One Hundred Sixty-six (166) through One Hundred Sixty-eight (168), One Hundred Seventy (170), One Hundred Seventy-two (172) through One Hundred Seventy-seven (177), One Hundred Eighty-three (183) through One Hundred Eighty-six (186) of PECAN CREEK NORTHEAST, being a part of Section 35, Township 10 North, Range 1 East of the I.M., Cleveland County, Oklahoma, according to the recorded plat thereof.

I.

All lots shall be known and designated as residential building plots. Only new conventionally built homes shall be permitted. Minimum square footage shall be one thousand (1,000) square feet. All houses shall have composition or wood shingles roofing or better. All exterior finishes to be real or simulated wood siding, brick veneer, masonry, stucco or a combination thereof. Mobile homes shall not be permitted.

II.

No residential building lot shall be resubdivided.

III.

No business, trade or commercial activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

1993 MAR 13 PM 3:17
EILIE JEAN GALENKO
CLERK
CLEVELAND COUNTY
FILED OR RECORDED

V.

No trash, junk cars, or other refuse, may be placed, thrown or dumped on any lot. Each owner of a vacant lot is required to keep said lot in presentable condition and any non-burnable refuse must be hauled away for disposal.

VI.

All outbuildings shall be of new construction, neat in appearance, and be placed to the rear of the dwelling, if topographically possible.

VII.

Wells and septic tanks must conform to minimum State Health Department regulations and shall be constructed in accordance with the recommendation called for as a result of a percolation test. It shall be necessary for the contractor or contractor/builder, prior to covering any septic tank system to notify the Health Department that the septic tank system is ready for its final inspection. In no case may a well be closer than one hundred (100) feet from any part of a septic tank system, nor may a well or septic tank system on any lot be closer than twenty (20) feet to a lot line. Well casing will be cemented for a distance of ten (10) feet below the surface of the ground and not less than fifty (50) feet from a dwelling. No well or septic tank system may be constructed on one lot which would interfere with the proper drainage either on the lot of the owner or any other lot.

VIII.

The minimum construction standards will be those contained in the National Building Code, National Electric Code, National Plumbing Code, Industrialized Housing Building Code and/or in accordance with the requirements of Veterans Administration, Federal National Mortgage Association, or Federal Housing Administration.

IX.

No building shall be located nearer than thirty (30) feet to the front property line; fifty (50) feet to the rear property line; or twenty (20) feet to any interior property line.

X.

Easements for installation and maintenance of utilities and drainage facilities are reserved and recorded. The areas so reserved are hereby dedicated to use for the construction and maintenance of utility facilities above and beneath the surface of the ground for the supplying of electric power and energy, telephone service, gas, water, and other utility services by any person, firm, or corporation engaged in supplying such services to the public.

XI.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of said lots has been recorded, agreeing to change said covenants, in whole or in part.

XII.

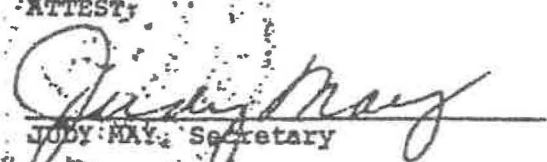
If the parties hereto, or any of them, or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any of the above described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants to either prevent him or them from doing or recover damages for such violation.

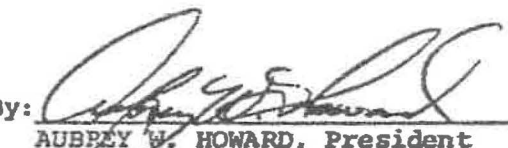
XIII.

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

DATED this 2nd day of May, 1983.

INVESTORS LAND CO., LTD.

ATTEST

JUDY MAY, Secretary

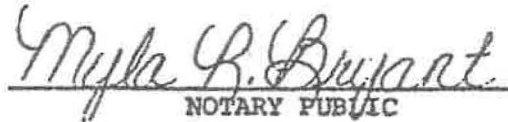
By: 
AUBREY W. HOWARD, President

STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of May, 1983 personally appeared Aubrey W. Howard, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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


My Commission Expires:
April 12, 1986


NOTARY PUBLIC

Pecan Creek Northeast

35215

RESERVATIONS AND RESTRICTIONS

1983 JUN 22 AM 10 46 385

PERTAINING TO:

Lots Twenty-eight (28) through Forty-six (46), Forty-eight (48) through Fifty (50), Fifty-two (52) through Sixty-two (62), Seventy-eight (78) through Eighty-nine (89), One Hundred Six (106) through One Hundred Seventeen (117), One Hundred Thirty-two (132) through One Hundred Forty-one (141), One Hundred Fifty-six (156) through One Hundred Fifty-eight (158), One Hundred Sixty (160), One Hundred Sixty-two (162), One Hundred Sixty-four (164), One Hundred Sixty-five (165), One Hundred Seventy-eight (178) through One Hundred Eighty (180), and One Hundred Eighty-two (182) of PECAN CREEK NORTHEAST, being a part of Section 35, Township 10 North, Range 1 East of the I.M., Cleveland County, Oklahoma, according to the recorded plat thereof.

For the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and successors in title to the tracts hereinafter described, we do hereby impose the following RESTRICTIONS, COVENANTS AND RESERVATIONS that shall all be encumbent upon all transferees, grantees and successors in title or interest, to-wit:

Lots Twenty-eight (28) through Forty-six (46), Forty-eight (48) through Fifty (50), Fifty-two (52) through Sixty-two (62), Seventy-eight (78) through Eighty-nine (89), One Hundred Six (106) through One Hundred Seventeen (117), One Hundred Thirty-two (132) through One Hundred Forty-one (141), One Hundred Fifty-six (156) through One Hundred Fifty-eight (158), One Hundred Sixty (160), One Hundred Sixty-two (162), One Hundred Sixty-four (164), One Hundred Sixty-five (165), One Hundred Seventy-eight (178) through One Hundred Eighty (180), and One Hundred Eighty-two (182) of PECAN CREEK NORTHEAST, being a part of Section 35, Township 10 North, Range 1 East of the I.M., Cleveland County, Oklahoma, according to the recorded plat thereof.

STATE OF OKLAHOMA
CLEVELAND COUNTY
FILED OR RECORDED
1983 JUN 22 AM 10 46
GAIL JEAN CALENDOR
COUNTY CLERK

I.

All lots shall be known and designated as residential building plots. Only new conventionally built homes shall be permitted. Minimum square footage shall be one thousand (1,000) square feet. All houses shall have composition or wood shingles roofing or better. All exterior finishes to be real or simulated wood siding, brick veneer, masonry, stucco or a combination thereof. Mobile homes shall not be permitted.

II.

No residential building lot shall be resubdivided.

III.

No business, trade or commercial activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

IV.

No structure of temporary character, tent, shack, barn, or other outbuilding shall be used on any tract at any time as a residence or for commercial purposes, either temporary or permanent, and no structure previously used shall be moved onto any lot.

V.

No trash, junk cars, or other refuse may be placed, thrown or dumped on any lot. Each owner of a vacant lot is required to keep said lot in presentable condition and any non-burnable refuse must be hauled away for disposal.

VI.

All outbuildings shall be of new construction, neat in appearance, and be placed to the rear of the dwelling, if topographically possible.

VII.

Wells and septic tanks must conform to minimum State Health Department regulations and shall be constructed in accordance with the recommendation called for as a result of a percolation test. It shall be necessary for the contractor/builder, prior to covering any septic tank system, to notify the Health Department that the septic tank system is ready for its final inspection. In no case may a well be closer than one hundred (100) feet from any part of a septic tank system, nor may a well or septic tank system on any lot be closer than twenty (20) feet to a lot line. Well casing will be cemented for a distance of ten (10) feet below the surface of the ground and not less than fifty (50) feet from a dwelling. No well or septic tank system may be constructed on one lot which would interfere with the proper drainage, either on the lot of the owner or any other lot.

VIII.

The minimum construction standards will be those contained in the National Building Code, National Electric Code, National Plumbing Code, Industrialized Housing Building Code, and/or in accordance with the requirements of Veterans Administration, Federal National Mortgage Association, or Federal Housing Administration.

IX.

No building shall be located nearer than thirty (30) feet to the front property line; fifty (50) feet to the rear property line; or twenty (20) feet to any interior property line.

X.

Easements for installation and maintenance of utilities and drainage facilities are reserved and recorded. The areas so reserved are hereby dedicated to use for the construction and maintenance of utility facilities above and beneath the surface of the ground for the supplying of electric power and energy, telephone service, gas, water, and other utility services by any person, firm, or corporation engaged in supplying such services to the public.

XI.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of said lots has been recorded, agreeing to change said covenants, in whole or in part.

XII.

If the parties hereto, or any of them, or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any of the above described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants to either prevent him or them from doing or recover damages for such violation.

XIII.

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

DATED this 1st day of June, 1983.

INVESTORS LAND CO., LTD.

ATTEST:

JUDY MAY, Secretary

By:

AUBREY W. HOWARD, President

STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1st day of June, 1983, personally appeared Aubrey W. Howard, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Myla R. Bryant
NOTARY PUBLIC

My Commission Expires:

April 13, 1986

Pecan Creek South

7017

STATE OF OKLAHOMA
CLEVELAND COUNTY
FILED ON RECORD

1963 FEB 25 4:44

W. L. JONES
COUNTY CLERK

RESERVATIONS AND RESTRICTIONS

BOOK 1380 PAGE 377

PERTAINING TO:

Lots One (1) through Twelve (12), Fourteen (14) through One Hundred (100), One Hundred Two (102), One Hundred Four (104) through One Hundred Eight (108), One Hundred Ten (110), One Twelve (112) through One Sixteen (116), One Eighteen (118) through One Twenty (120), PECAN CREEK SOUTH, being a part of the South Half (S/2) of Section 35, Township 10 North, Range 1 East of the I.M., Cleveland County, Oklahoma, according to the recorded plat thereof.

For the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and successors in title to the tracts hereinafter described, we do hereby impose the following RESTRICTIONS, COVENANTS AND RESERVATIONS that shall all be encumbrant upon all transferees, grantees and successors in title or interest, to-wit:

Lots One (1) through Twelve (12), Fourteen (14) through One Hundred (100), One Hundred Two (102), One Hundred Four (104) through One Hundred Eight (108), One Hundred Ten (110), One Twelve (112) through One Sixteen (116), One Eighteen (118) through One Twenty (120), PECAN CREEK SOUTH, being a part of the South Half (S/2) of Section 35, Township 10 North, Range 1 East of the I.M., Cleveland County, Oklahoma, according to the recorded plat thereof.

I.

All lots, except lots 1 through 4, shall be known and designated as residential building plots. Only new, single or double-wide manufactured houses on permanent foundations shall be permitted. Minimum square footage shall be nine hundred (900) square feet. All manufactured houses shall have composition roofing overhang of at least ten (10) inches. All exterior finishes to be real or simulated wood siding, brick veneer, stucco or a combination thereof.

II.

No residential building lot shall be resubdivided.

III.

No business, trade or commercial activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Lots 1 through 4 may be used for commercial purposes.

IV.

No structure of temporary character, tent, shack, barn, or other outbuilding shall be used on any tract at any time as a residence or for commercial purposes, either temporary or permanent, and no structure previously used shall be moved onto any lot.

V.

No trash, junk cars, or other refuse, may be placed, thrown or dumped on any lot. Each owner of a vacant lot is required to keep said lot in presentable condition and any non-burnable refuse must be hauled away for disposal.

VI.

All outbuildings shall be of new construction, neat in appearance, and be placed to the rear of the dwelling, if topographically possible.

VII.

Wells and septic tanks must conform to minimum State Health Department regulations and shall be constructed in accordance with the recommendation called for as a result of a percolation test. It shall be necessary for the contractor or contractor/builder, prior to covering any septic tank system to notify the Health Department that the septic tank system is ready for its final inspection. In no case may a well be closer than one hundred (100) feet from any part of a septic tank system, nor may a well or septic tank system on any lot be closer than twenty (20) feet to a lot line. Well casing will be cemented for a distance of ten (10) feet below the surface of the ground and not less than fifty (50) feet from a dwelling. No well or septic tank system may be constructed on one lot which would interfere with the proper drainage either on the lot of the owner or any other lot.

VIII.

The minimum construction standards will be those contained in the National Building Code, National Electric Code, National Plumbing Code, Industrialized Housing Building Code and/or in accordance with the requirements of Veterans Administration, Federal National Mortgage Association, or Federal Housing Administration.

IX.

No building shall be located nearer than thirty (30) feet to the front property line; fifty (50) feet to the rear property line; or twenty (20) feet to any interior property line.

X.

Easements for installation and maintenance of utilities and drainage facilities are reserved and recorded. The areas so reserved are hereby dedicated to use for the construction and maintenance of utility facilities above and beneath the surface of the ground for the supplying of electric power and energy, telephone service, gas, water, and other utility services by any person, firm, or corporation engaged in supplying such services to the public.

XI.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of said lots has been recorded, agreeing to change said covenants, in whole or in part.

XII.

If the parties hereto, or any of them, or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any of the above described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants to either prevent him or them from doing or recover damages for such violation.

XIII.

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

DATED this 22ND day of February, 1983.

INVESTORS LAND CO., LTD.

BY: [Signature]
AUBREY W. HOWARD, President

[Signature]
JUDY MAY, Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22ND day of February, 1983, personally appeared AUBREY W. HOWARD, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

[Signature]
NOTARY PUBLIC

My Commission Expires:
April 12, 1986

Pecan Creek West

7018

RESERVATIONS AND RESTRICTIONS

BOOK 1380 PAGE 380

PERTAINING TO:

Lots One (1) through Twenty (20), Twenty-two (22), Twenty-four (24), Twenty-six (26) through Ninety-eight (98), One Hundred (100), One Hundred Two (102), One Hundred Four (104), One Hundred Six (106), One Hundred Eight (108), One Hundred Ten (110), One Hundred Twelve (112), and One Hundred Fourteen (114) of Pecan Creek West, an addition to Cleveland County, Oklahoma, according to the recorded plat thereof, being a part of Section Thirty-five (35), Township Ten (10) North, Range One (1) East of the I.M., Cleveland County, Oklahoma.

For the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and successors in title to the lots hereinafter described, we do hereby impose the following RESTRICTIONS, COVENANTS AND RESERVATIONS that shall all be encumbent upon all transferees, grantees and successors in title or interest, to-wit:

Lots One (1) through Twenty (20), Twenty-two (22), Twenty-four (24), Twenty-six (26) through Ninety-eight (98), One Hundred (100), One Hundred Two (102), One Hundred Four (104), One Hundred Six (106), One Hundred Eight (108), One Hundred Ten (110), One Hundred Twelve (112), and One Hundred Fourteen (114) of Pecan Creek West, an addition to Cleveland County, Oklahoma, according to the recorded plat thereof, being a part of Section Thirty-five (35), Township Ten (10) North, Range One (1) East of the I.M., Cleveland County, Oklahoma.

I.

All lots shall be known and designated as residential building plots. No house shall be erected, altered, placed or permitted to remain on other than a permanent stemwall foundation. Minimum square footage shall be One Thousand square feet (1000).

II.

No residential building lot shall be resubdivided.

III.

No business, trade or commercial activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

IV.

No structure of temporary character, tent, shack, barn or other out-building shall be used on any tract at any time as a residence, either temporary or permanent, and no structure previously used shall be moved onto any tract. Mobile homes shall be permitted, installed and maintained, provided the mobile home be at least Seven Hundred (700) square feet in size, skirted with permanent materials, tied down and kept neat in appearance. Storage under mobile homes will not be permitted. No additions to mobile homes will be permitted other than those additions done by professional manufacturing companies and/or builders. Skirting must match trim color or mobile home and be installed within thirty (30) days after mobile home is moved onto tract.

RECORDED
1937 FEB 25 10 11 AM
CLEVELAND COUNTY OKLA
FEDERAL BUREAU OF SURVEY

V.

No trash, junk cars or other refuse may be placed, thrown or dumped on any lot. Each owner of a vacant lot is required to keep said lot in presentable condition and any non-burnable refuse must be hauled away for disposal.

VI.

All out-buildings shall be of new construction, neat in appearance and be placed to the rear of the dwelling.

VII.

Wells and septic tanks must conform to minimum State Health Department regulations and shall be constructed in accordance with the recommendation called for as a result of a percolation test. It shall be necessary for the contractor or contractor/builder, prior to covering any septic tank system, to notify the Health Department that the septic tank system is ready for his final inspection. In no case may a well be closer than One Hundred (100) feet from any part of a septic tank system, nor may a well or septic tank system on any lot be closer than Twenty (20) feet to a lot line. Well casings will be cemented for a distance of Ten (10) feet below the surface of the ground and not less than Fifty (50) feet from a dwelling. No well or septic tank system may be constructed on one lot which would interfere with the proper drainage either on the lot of the owner or any other lot.

VIII.

The minimum construction standards will be those contained in the National Building Code, National Electric Code, National Plumbing Code, and the ASHRA.

IX.

No building shall be located nearer than Thirty (30) feet to the front property line, Fifty (50) feet to the rear property line, or Twenty (20) feet to any interior proper lines.

X.

Easements for installation and maintenance of utilities and drainage facilities are reserved and recorded. The areas so reserved are hereby dedicated to use for the construction and maintenance of utility facilities above and beneath the surface of the ground for the supplying of electric power and energy, telephone service, gas, water, and other utility services by any person, firm, or corporation engaged in supplying such services to the public.

XI.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1995, at which time said covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by a majority of the then property owners of said lots has been recorded, agreeing to change said covenants in whole or in part.

XII.

If the parties hereto, or any of them, or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any of the above described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to either prevent him or them from doing or recover damages for such violation.

VIII.

Invalidation of any of these covenants by judgment of Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED this 22ND day of February, 1983.

INVESTORS LAND CO., LTD.

By: Aubrey W. Howard
AUBREY W. HOWARD, President

STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22ND day of February, 1983, personally appeared Aubrey W. Howard, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Myrtle R. Bryant
NOTARY PUBLIC

My Commission Expires:
April 13, 1986

