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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WINTER CREEK ESTATES

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

WINTER CREEK ESTATES

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (THIS "Declaration") is executed effective as of the 18th day of September, 2002, by the Winter Creek Estates, a.k.a. GEOK, LP, a Delaware limited partnership, ("Declarant").

Declarant desires to create certain easements, restrictions, covenants, development and design standards, assessments, and liens upon various portions of the Property for the benefit of the Declarant and future owners of the Property, and in accordance with Declarant's intention that the Property be developed in a consistent, compatible, and mutually beneficial manner.

Declarant will establish an Architectural Committee that will promulgate Design Guidelines governing all aspects of the design and construction of Homes, and Home Exteriors. The Design Guidelines will be administered by the Architectural Committee which will have the power to review and approve all Plans. Both the initial construction of Homes and Home Exteriors, and the alterations to Homes, and Home Exteriors, are governed by the Design Guidelines, and subject to the review, and approval of Plans. The Architectural Committee may reject Plans on purely aesthetic grounds.

During the construction and marketing of the Lots, Declarant shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right to appoint all members of the Architectural Committee, and the Board, the right to replat all, or any portion of the Property, the right to add to, or delete from this Declaration, any other real property, the right to construct Improvements, grant easements and licenses, and control construction activities, and the right to execute certain documents, and perform certain other acts in connection with the development and promotion of the Property.

Declarant further desires to create a mechanism by which the covenants, standards, and other provisions, hereof, may be administered, and enforced, for the development of the Property.

NOW, THEREFORE, Declarant does hereby declare that the Property, (as defined herein), be held, sold, transferred, encumbered, developed, occupied, leased, and used, subject to, and in accordance with, the provisions of this Declaration

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ARTICLE I

Definitions

- 1.01 "Annual Assessment" shall mean the assessments described in Sections 4.01 and 4.02.
- 1.02 "Architectural Committee" shall mean the committee which shall be appointed by the Declarant, or the Board, to review and approve Plans for the construction of Improvements as provided in Article VII.
- 1.03 "Assessment" or "Assessments" shall mean the Annual Assessments and the Special Assessments, collectively.
- 1.04 "Association" shall mean the Winter Creek Estates Property Owners' Association, Inc., its successors, and assigns.
- 1.05 "Association Documents" shall mean the Articles of Incorporation and Bylaws of the Association.
- 1.06 "Board" shall mean the Board of Directors of the Association, as constituted at any time, or from time to time.
- 1.07 "Bylaws" shall mean the Bylaws of the Association.
- 1.08 "City" shall mean the City of Blanchard, Oklahoma.
- 1.09 "Common Areas" shall mean Reserve Areas ___ through ___ Winter Creek Estates, a re-subdivision, and an addition, to the City of Blanchard, State of Oklahoma, according to the recorded plat thereof, together with all Improvements constructed, or to be constructed, thereon, and such other areas of the Property, or other property, shown on the Plat as Common Areas, or other property, as Declarant may hereafter designate as Common Areas, in writing, in any supplemental Declaration pursuant to Article II, or in a subsequent conveyance, by Declarant, to the Association, and any and all Improvements located thereon. The Common Areas are to be held, maintained, and operated for the common use, and the benefit of the Owners, and their respective tenants, and invitees, subject to the provisions of this Declaration, including without limitation, the reservations, rights, and easements of Declarant, provided in Article XI, and the right of the Association under Article V.
- 1.10 "Declarant" shall mean GEOK, LP a Delaware limited partnership, its successors, and any assignee who receives by assignment from the Declarant, or its successors, or assigns, all or a portion of its rights hereunder, as Declarant, by an instrument assigning those rights as Declarant to assignee as set forth in Section 12.06.

- 1.11 "Design Guidelines" shall mean the architectural design guidelines, and graphic site standards promulgated, and developed by the Architectural Committee in accordance with Section 7.07
- 1.12 "Fairway Lots" and "Greens Lots" shall mean any lot whose back property line connects to golf fairways or golf greens.
- 1.13 "Lake Lots" shall mean any lot whose back or side property line connects to waterside property.
- 1.14 "Non-Fairway Lots" shall mean all Lots except the Fairway Lots, and the Greens Lots.
- 1.15 "Golf Course" shall mean the golf course at Winter Creek Estates.
- 1.16 "Home" shall mean those portions of each Lot that are improved with a residence and garage.
- 1.17 "Home Exteriors" shall mean those portions of each Lot that are not Common Areas, and are not improved with a Home, if any, constructed on the Lot. Without limiting the foregoing, the Home Exteriors shall include the following: (a) driveways, sidewalks, and walkways located on the Lot, (including those portions thereof which may cross areas designated as Common Areas), (b) those portions of water, sewer, electric, and other operating utility systems, which serve only the Home constructed on the Lot, and, (c) all lawns, landscaping, and other portions of all Lots which are landscapable, and which are not designated as being part of the Common Areas.
- 1.18 "Improvements" shall mean any buildings, structures, underground installations, slope alterations, lights, driveways, sidewalks, utility facilities and lines, parking areas, retaining walls, plantings, lawns, planted trees and shrubs, and all other structures, landscaping, or improvements of every type and kind.
- 1.19 "Lot" shall mean any platted residential lot designated in the Plat, together with all Improvements thereon and thereto, including, without limitation Home, and Home Exteriors located thereon, excluding the Common Areas.
- 1.20 "Member" or "Members" shall mean each member, (including Declarant), of the Association as provided in Section 3.01.
- 1.21 "Owner or "Owners" shall mean 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.

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- 1.22 "Plans" shall mean the plans, specifications, drawings, sketches, and other materials of the construction of the Home, or other Improvement, which are required to be submitted to, and approved by, the Architectural Committee, pursuant to Article VII.
- 1.23 "Plat" shall mean the plat of The Winter Creek Estates Addition to the City of Blanchard, Oklahoma.
- 1.24 "Property" shall mean the land described in the Plat, and any other real estate added by Declarant thereto, as provided in this Declaration.
- 1.25 "Special Assessments" shall mean the assessments described in Sections 4.01 and 4.03.
- 1.26 "Turnover Date" shall mean the date on which the rights of Declarant to designate the members of the Board, or to appoint members of the Architectural Committee and other rights, terminates pursuant to Section 11.04.
- 1.27 "Voting Member" shall mean the Declarant until the Turnover Date, and after the Turnover Date, the individuals who shall be entitled to vote in person, or by proxy, at meetings of the Owners as more fully set forth in Section 3.02.

ARTICLE II

Real Covenants: Addition or Removal of Property: Supplemental Declarations

- 2.01 Real Covenants: All covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved, or declared by this Declaration shall be covenants appurtenant, running with the land, and shall at all times inure to the benefit of, and be binding on, any person, having at any time any interest or estate in any part of the Property. Each Owner resident, or other person, by acceptance of a deed conveying title to the Property, or any part thereof, or the execution of contract for the purchase thereof, or the acceptance of a lease or license therefore, or the taking possession thereof, whether from Declarant, or another Owner or lessee, shall for himself, his successor, and assigns, be deemed to (a) accept such deed, contract, lease, license, or possession upon, and subject to, each and all of the provisions of this Declaration, and (b) covenant to and with Declarant, and the other Owners to keep observe, comply with, and perform the requirements of this Declaration whether or not any reference to this Declaration is contained in the instrument by which such person acquired said interest.

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2.02 Addition or Removal of Property. Supplemental Declarations. Declarant reserves the right, at its discretion at such time, or times before the Turnover Date as it shall determine, to subject to the provisions of this Declaration, additional property as Declarant shall determine, together with the Improvements thereon, and easements, rights, and appurtenances thereunto, belonging or appertaining. Each of the additions, authorized pursuant to this article, shall be made by Declarant's recording a supplemental declaration describing the additional property subjected to this Declaration. Each such instrument may also contain such additions, deletions, and modifications to the provisions of this Declaration, as Declarant may require in its sole discretion. Notwithstanding the foregoing, Declarant shall not be obligated to bring any additional property within the scheme of development established by this Declaration, and no negative reciprocal easement shall arise out of this Declaration, so as to benefit or bind any such additional property until, and unless, such additional property is expressly subjected to the provisions of this Declaration in accordance with this article. The failure of Declarant to extend the provisions of this Declaration to additional property shall not be deemed to prohibit the establishment of separate scheme of development, (including provisions substantially similar, or identical to those contained herein), for such additional property to which this Declaration is not extended.

At any time prior to the Turnover Date, Declarant reserves the right, in its sole discretion, to remove from the provisions of this Declaration any portion of the Property then owned by Declarant. Any removal made by Declarant pursuant to this Article II shall be made by Declarant's recording a supplemental declaration describing the portion of the Property removed from this Declaration. From, and after, the date such supplemental declaration is so recorded, the portion of the Property so removed shall be free and clear of this Declaration, and of all the terms, covenants, and restrictions contained herein, including, without limitation, the liens and other provisions, in Article IV, provided that Declarant shall not remove portions of the Property which are totally surrounded on all boundaries by Property subject to this Declaration, and such removed Property shall be entitled to use the Common Areas unless granted under a written agreement, made with the Declarant or the Association.

2.03 No approval needed: The exercise of Declarant's rights under Section 2.02 is not subject to the approval of any Owner, and the requirements and limitations set forth in Section 12.09 for amendments to this Declaration shall be inapplicable to such action.

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ARTICLE III

Membership, Voting Rights, and the Association

3.01 Membership: Every Owner of a Lot, which is subject to assessment, shall automatically become, and is subject to the requirements of this Declaration,

must remain, a Member in good standing of the Association. There shall be one (1) membership per Lot. Membership shall be appurtenant to any Lot, and may not be separated from ownership of any Lot which is subject to assessment.

- 3.02 **Voting Members:** Subject to the rights retained by Declarant under Section 11.04, including, but not limited to, the retention by Declarant of all voting rights, prior to the Turnover Date, voting rights of the Members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the Voting Member for each Lot. Builders who have purchased one or more unimproved Lots shall be granted one vote, regardless of how many Lots they have purchased. The Voting Member, or his proxy, shall be the individual who shall be entitled to vote at meetings of the Owners. If the record of ownership of a Lot shall be in the name of more than one person, or if an Owner is a trustee, corporation, partnership, or other legal entity, then the Voting Member for the Lot shall be designated by such Owner, or Owners, in writing, to the Board and if in the case of multiple individual Owners, no designation is given, then the Board, at its election, may recognize any individual Owner of the Lot, of its choosing, as the Voting Member for such Lot.
- 3.03 **Association:** The association has been, or will be, incorporated as a Delaware corporation. The Association shall be the governing body for all of the Owners for the administration and operation of the Common Areas, and the administration of this Declaration. The Association shall have all rights, privileges, and authority reasonably implied from the existence of any right, privilege, or authority granted to it in this Declaration, or the Association Documents, or otherwise reasonably necessary to effectuate any such right, privilege, or authority.
- 3.04 **Board:** Subject to the rights retained by the Declarant, pursuant to Section 11.04, the Board shall consist of three (3) natural persons as determined by the Association Documents, each of whom, after the Turnover Date, shall be an Owner or Voting Member. Except to the extent expressly provided in this Declaration, all of the rights, powers, and duties of the Association, and Members, including the Members' voting rights, shall be governed by the Association Documents. In the event of any conflict or inconsistency between the provisions of this Declaration and the provisions of the Association Documents, this Declaration shall control.
- 3.05 **Liability Limitations.** No Member, or director, partner, or officer of the Association, the Board, or Declarant shall be personally liable for debts contracted for, or otherwise incurred, by the Association or for any tort committed by, or on behalf of, the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant, nor the Board, the Association, their directors, partners, officers, agents, or employees shall be liable for any damages, whether direct, incidental, or consequential for failure to inspect any premise, Improvements, or portions thereof, or for failure to repair, or maintain the same. Declarant, the Association or any other person, firm, or corporation, liable to make such repairs or

maintenance shall not be liable for any personal injury or other incidental, or consequential damages occasioned by any act, or omission, in the repair, or maintenance of any premise. Improvements, or portions thereof, including and without limitation, any negligent act, or omission of Declarant, the Association of their agents, employees, or contractors.

- 3.06 Security Services. NEITHER THE ASSOCIATION, THE BOARD, DECLARANT, NOR ANY SUCCESSOR DECLARANT, SHALL IN ANY WAY BE CONSIDERED INSURERS, OR GUARANTORS OF SECURITY WITHIN THE PROPERTY, AND NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT, SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY, OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH OWNER OF ANY LOT, AND EACH TENANT, GUEST, AND INVITEE OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL COMMITTEE, DECLARANT, OR ANY SUCCESSOR DECLARANT, ARE NOT INSURERS, AND EACH OWNER OF ANY LOT OR TRACT, AND EACH TENANT, GUEST, AND INVITEE OF ANY OWNER, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS TO LOTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL COMMITTEE, DECLARANT, OR ANY SUCCESSOR DECLARANT, HAVE MADE NO REPRESENTATIONS, OR WARRANTIES, NOR HAS ANY OWNER, RESIDENT, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OF FITNESS, FOR ANY PARTICULAR PURPOSE, RELATIVE TO SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.
- 3.07 Rules and Regulations: The use and enjoyment of the Home Exteriors, and Common Areas, shall at all times, be subject to reasonable rules and regulations, (the "Rules and Regulations"), duly adopted by the Board. The Rules and Regulations may include provisions governing the construction activities in, and access to and from the Property by builders and contractors. Copies of the Rules and Regulations shall be furnished, by the Association, to all Owners upon request. The Rules and Regulations shall be binding upon the Owners, their families, tenants, guests, contractors, invitees, servants, and agents.
- 3.08 Managing Agent: The Association may employ a managing agent to assist the Board in administering the affairs of the Association. The Association may enter into a management agreement with Declarant, or an affiliate of Declarant.
- 3.09 Right to Enforce Maintenance and Repair of Homes If in the sole judgment of the Board, (a) an Owner has failed to maintain the Owner's Home, and/or Home Exterior, in good condition and repair, or the appearance of portions of the Owner's Home, and/or Home Exterior, are not of the character and quality of that of other Homes and Home Exteriors in the Property, or in compliance with the Rules and Regulations, or (b) the Owner has failed to keep the Home Exterior

free of debris, then without limiting any rights or remedies of the Board, hereunder, or at law, the Association, its agents, employees, and contractors shall have the right upon the Lot, (but not the interior of the Home), and perform any maintenance or repair work which it deems necessary, or appropriate, and the cost thereof shall be a charge against the Owner and his Lot hereunder, and shall be payable by the Owner of the Lot to the Association upon demand. In the event that the Owner fails to make prompt payment of the charge upon demand, the charge shall be a continuing lien upon the Owner's Lot until such time as payment is made in full, and such lien shall be enforceable against the Owner and the Lot in the manner provided in Section 4.07.

3.10 Merger and Consolidation. Upon a merger or consolidation of the Association with another corporation organized for the same or similar purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights, and obligations of another association may be added to the properties, rights, and obligations of the Association, as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions, and restrictions established by this Declaration, together with the covenants, conditions, and restrictions applicable to the properties of the other association as one scheme. No merger or consolidation shall be permitted after the Turnover Date without the consent of Voting Members representing seventy-five percent (75%) of the total number of existing votes.

3.11 Dissolution: To the extent permissible under law, in the event of the dissolution of the Association, any Common Area owned by the Association may be conveyed by the Association to the Owners, as tenants in common.

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ARTICLE IV

Covenants and Liens for Assessments

4.01 Assessments and Creation of the Lien and Personal Obligations of Assessments: The Declarant, for each Lot owned by it, within the Property, which is not expressly excluded herein from Assessments, and/or these liens, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or no it shall be so expressed in such deed, is deemed to covenant, and agree to pay to the Association: (a) annual assessments, or charges, as hereinafter provided, (the "Annual Assessments"), and (b) special assessments for capital improvements, such assessments to be established, and collected as hereinafter provided, (the "Special Assessments"). The Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge, and continuing lien, upon each Lot against which each such Assessment is made. Each such Assessment, altogether with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment fell due.

The personal obligation for delinquent Assessments shall not pass to successors in title, unless expressly assumed by them.

- 4.02 Purpose of Annual Assessments: Annual Assessments shall be made annually by the Association, and shall be used for the purpose of promoting the enjoyment, and welfare of the Owners, and for the maintenance and improvement to the Common Areas and other portions of the Property, for which the Association has responsibilities, as provided in this Declaration, including, and without limitation, for the (a) maintenance and repair, (and replacement, as necessary, but excluding initial construction, unless authorized by this Declaration), of the Common Areas, waterways, other facilities, and operations, and all landscaped areas located within median strips, or other portions of any dedicated or private streets, or other rights-of-way, on or adjacent to the Property; (b) the payment of ad valorem taxes, assessments, and similar charges, and premiums for hazard, and other insurance in connection with the Common Areas, and such other portions of the Property as the Board deems appropriate, and public liability and other insurance of the Association; (c) payments of the cost of labor, utilities, water, lighting, walkways, equipment, (including the expense of leasing any equipment), and material required for, and management and supervision of, the Common Areas; (d) compliance with governmental laws, rules, and regulations; (e) carrying out the powers, and duties of the Board and the Association; (f) payment for security services, if any, for the Property; and (g) carrying out the purposes of the Association, as stated in the Association Documents.
- 4.03 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 Areas, including fixtures and personal property related thereto, provided that any such Special Assessment shall have the assent of two-thirds (2/3) of the votes entitled to be cast by the Members present, voting in person, or represented by valid proxy, at a meeting duly called for that purpose at which a quorum is present. Written notice of Special Assessments and due dates shall be sent to each owner.
- 4.04 Notice and Quorum for Any Action Authorized Under Sections 4.02 and 4.03: Written notice of any meeting, for the purpose of taking any action authorized under Sections 4.02 or 4.03, shall be sent to all Members not less than ten (10) days nor more than forty-five (45) days in advance of the meeting. At the first of each such meeting called, the presence of Members, or of proxies entitled to cast sixty percent (60%) of all 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) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting. With respect to Section 4.03, in the event two-thirds (2/3) of the members present do not assent at the time of the

meeting to the proposed special assessment, Members not present, may within thirty (30) days thereafter, give assent, by delivery of written assent, to the Secretary of the Association, and such assents shall be deemed votes cast at the meeting.

- 4.05 Uniform Rate of Assessment: Both Annual and Special Assessments must be fixed at a uniform rate, and may be collected on a monthly basis.
- 4.06 Date of Commencement of Annual assessments Due Dates. The first Annual Assessments shall commence, as to all Lots, on the date specified by the Board and shall continue thereafter from year to year. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Association shall fix the amount of subsequent Annual Assessments against each Lot at least thirty (30) days in advance of each Annual Assessment period. The omission or failure of the Association to timely fix the Annual Assessments shall not be deemed a waiver or release of any Owner from the obligation to pay such Assessment when fixed. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates for the Annual Assessments shall be established by the Association. 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.
- 4.07 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 fifteen (15%) per annum, and Owners shall be liable for all costs and expenses incurred in collection, including attorneys' fees. 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 or abandonment of his Lot.
- 4.08 Subordination of the Lien to Mortgages The lien of the Assessments shall be subordinate to the lien of ad valorem taxes and if any first mortgage. Sale or transfer of any Lot shall not affect the lien for Assessments, except that a sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish a subordinate lien for Assessments which became payable prior to that foreclosure. Any such delinquent Assessments shall continue to be the personal obligation of the Owner of the Lot foreclosed upon, notwithstanding the extinguishment of the lien securing such Assessments. No sale or transfer shall relieve the purchaser or transferee of a Lot, nor the Lot so foreclosed from liability from the Assessments thereafter becoming due, or from the lien thereof. Upon the sale or conveyance of any Lot, all unpaid Assessments against an Owner levied by the Board, shall first be paid out of the sale price paid by the purchaser, in preference over any other assessments or charges of whatever nature, except the following:

- (a) Assessments, liens and charges in favor of the State of Oklahoma, and any political subdivision for past due and unpaid ad valorem taxes on the Lot; and
- (b) Amounts due under any duly recorded first mortgage securing borrowed indebtedness to the extent that the Assessments are subordinated to such borrowed indebtedness.
- (c) Exempt Property: All properties, dedicated and accepted, by a public authority, and all Common Areas shall be exempt from the Assessments.

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ARTICLE V

Common Areas

5.01 Obligations of the Association and Declarant Declarant shall convey the Common Areas to the Association on or before the Turnover Date. The Association shall be responsible for the maintenance, management, operation, and control of the Common Areas and all Improvements thereon, and shall keep the same in good, clean, and attractive condition, order, and repair. Notwithstanding anything provided herein, Declarant shall have no further obligation of liability under this Section 5.01 from, and after, the conveyance of all the Common Areas to the Association.

5.02 Owners' Easements of Enjoyment Every Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Areas, which shall be appurtenant to, and shall pass with, the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable fees for the use of any facility situated upon the Common Areas, or to restrict or regulate the access to, or use of, the Common Areas for safety, privacy, or other reasons deemed by the Board to be in the best interests of the Owners.
- (b) The right of the Association to suspend the Voting rights and right to use of the Common Areas and facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any first violation of the Rules and Regulations;
- (c) The right of the Association to sell or convey all, or any part of, the Common Areas, and to receive and use the net proceeds, if any, for the purposes provided in this Declaration, or for other purposes, provided any such sale or conveyance, and the use of the proceeds for other purposes, (if any), are approved by two-thirds (2/3) of the votes entitled to be cast by the Members present, voting in person, or represented by valid proxy, at a meeting duly called for the purpose at which a quorum is present written notice of which

shall be given to all Members at least thirty (30) days in advance, and shall set forth the purpose of the meeting;

- (d) The right of the Association to prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Areas;
- (e) The right of the Association to borrow money for the purpose of improving all, or any part, of the Common Areas, and to mortgage all or any part of the Common Areas;
- (f) The right of the Association to grant utility easements or other easements across the Common Areas;
- (g) The right of the Association to dedicate or transfer all, or any part of, the Common Areas to any public agency, authority, or utility, for such purposes, and subject to such conditions as may be desired by the Association;
- (h) All of the other easements, covenants, and restrictions provided for in this Declaration and applicable to the Common Areas; and
- (i) Declarant's rights under Section 6.08, Article XI, and elsewhere in this Declaration.
- (j) Delegation of Use: Any Owner may delegate, in accordance with the Association Documents, and subject to the Rules and Regulations, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.
- (k) Damage by Owner: If, due to the act or omission of an Owner of a Home, or of a household pet, or guest, or other authorized occupant, or invitee of the Owner of a Lot, damage shall be caused to the Common Areas, and maintenance, repair, or replacement shall be required thereby, then such Owner shall pay for such damage, and such maintenance, repairs, and replacements as may be determined by the Board.

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ARTICLE VI

Utilities and Easements

- 6.01 Right to Grant Easements: Replatting There is hereby reserved, for the benefit of Declarant, the Association, and their respective successors, and assigns, the alienable, transferable, and perpetual right, and easement, as well as, the power to grant, and accept, easements to and from Grady County, the City of Blanchard, or any other public authority, or agency, utility district, or public or private utility company, upon, over, under, and across the Common Areas, and those portions of all Lots, and tracts as are reasonably necessary for the purpose

of installing, replacing, repairing maintaining, and using master television antenna and/or cable systems, security and similar systems, and facilities for the Property, or any portion thereof, and electrical, gas, telephone, water, and sewer lines, street lights, street signs, and traffic signs; provided, however that such easements shall not unreasonably affect the developability, marketability, or value of any Lot or Home. Such easements may be granted, or accepted by Declarant until such time as Declarant delegates said authority to the Board, provided, however, prior to the Turnover Date, the Board must obtain the written consent of Declarant prior to granting, or accepting, any such easements. Declarant may plat, or replat, all, or any portion of, the Property in accordance with applicable law, any portion of the land in the Property, that it may own from time to time, thereby reconfiguring the Lots, Common Areas, or any portion thereof.

- 6.02 Easement for Fire and Police Protection: Declarant hereby grants to Grady County, the City of Blanchard, or such other governmental authority or agency, as shall, from time to time, have jurisdiction over the Property, or any portion thereof, with respect to law enforcement and fire protection, the perpetual, nonexclusive right, and easement upon, over and across all of the Common Areas, for purposes of performing such duties, and activities related to law enforcement, and for protection in the Property, as shall be required, or appropriate, from time to time, by such governmental authorities, under applicable law.
- 6.03 Right of Entry for the Association: The Association shall have the right, but not the obligation, to enter into any Home Exterior portion of any Lot for any emergency, security, and/or safety reasons, and to inspect, for the purpose of ensuring compliance with this Declaration, the Association Documents, and the Rules and Regulations, whose rights may be exercised by the Board, its officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours, and after notice to the Owner. This right of entry shall include the right of the Association to enter a Home Exterior portion of a Lot to cure any condition which may increase the possibility of a fire, or other hazard, in the event an Owner fails, or refuses to cure the condition within a reasonable time after request by the Association.
- 6.04 Improvements in Utility Easements: Except as may be otherwise permitted by the Architectural Committee, no Owner shall erect, construct, or permit any obstructions, or permanent Improvements of any type, or kind, to exist within any easement area for public utilities which would restrict or adversely affect drainage, or the use of the easement for its intended purpose. Each Owner assumes full, complete, and exclusive liability, and responsibility, for all cost and expense related to damage, repair, relocation, and restoration of such Improvements. Except as to special street lighting, or other aerial facilities, which may be required by municipal authorities, or which may be required by the franchise of any utility company, or as provided in the Plat, no aerial utility facilities of any

type, (except meters, risers, service pedestals, and other surface installations necessary to maintain or operate appropriate underground facilities), shall be erected, or installed in the Property, whether upon individual Lots, easements, streets, or rights-of-way of any type, either by the utility company, or any other person or entity, and all utility service facilities, (including, but not limited to water, sewer, gas, electricity, and telephone), shall be buried underground, unless otherwise requested by a public utility, with the approval of the Association. All utility meters, equipment, air-conditioning compressors, and similar items must be visually screened in a manner satisfactory to the Architectural Committee.

6.05 Water Wells: No Owner shall erect any water wells on his Lot. Declarant, and its successors, and assigns, shall have the right to erect, or permit the erection of water wells, and water collecting lines, on the Property, and to grant easements for the purposes of construction, drilling, laying, maintaining, and operating water wells, and water collecting lines, to service those water wells, which water wells shall be used to serve the Common Areas, and as a part of the water collecting system for the Winter Creek Estates.

6.06 Easement for Encroachment In the event that by reason of the construction, repair, reconstruction, settlement, shifting, or incorrect conveyances of a Lot, any facilities servicing any such Lot, or any Improvements to the Common Areas shall encroach upon any part of any Lot, or the Common Areas, then, in any case, there shall be deemed to be an easement in favor of, and appurtenant to, such encroaching Improvement for the continuance, maintenance, repair, and replacement thereof, provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner. If such easement for any encroachment be created in favor of any Owner, if such encroachment occurred due to the intentional, willful, or negligent conduct of such Owner, or his agent, and provided further, this encroachment shall be limited to minor encroachments, not to exceed two and one-half feet (2.5"). The person who is responsible for the maintenance of any encroaching Improvement, for which an easement for continuance of such encroaching Improvement, and the person who is responsible for the maintenance of the real estate upon which such Improvement encroaches, shall not have the duty to maintain, repair, or replace any such encroaching Improvement, unless otherwise provided in this Declaration.

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ARTICLE VII

Architectural Committee

PRIOR TO ACQUIRING ANY INTEREST IN A LOT OR HOME, EACH PROSPECTIVE PURCHASER, TRANSFEREE, MORTGAGEE, AND OWNER IS STRONGLY ENCOURAGED TO CONTACT THE ARCHITECTURAL COMMITTEE TO OBTAIN, AND REVIEW THE MOST RECENT DESIGN GUIDELINES WHICH WILL CONTROL THE DEVELOPMENT, CONSTRUCTION, AND USE OF THE LOT.

THE DESIGN GUIDELINES MAY CONTAIN STANDARDS, REQUIREMENTS, OR LIMITATIONS, IN ADDITION TO THOSE EXPRESSLY SET FORTH, OR REFERRED TO IN THIS DECLARATION, AND MORE STRINGENT STANDARDS, REQUIREMENTS, OR LIMITATIONS THAN THOSE SPECIFIC STANDARDS, REQUIREMENTS, OR LIMITATIONS SET FORTH, OR REFERRED TO IN THIS DECLARATION.

7.01 Architectural Plan Review Required No Home, or other Improvement shall be erected, placed, or altered, (including, but no limited to, changes to exterior colors or materials, constituting the Improvements), on any Lot until the building plans, and specifications, drainage and grading plans, exterior color scheme and material thereof, and plot plan, which plot plan shows the location and facing of such building, and all other items required by this Article VII, have been approved in writing, by the Architectural Committee pursuant to this Article VII. An Owner may, however, make interior improvements, and alterations, within his Home that do not affect the exterior appearance of the Home, without the necessity of approval or review by the Architectural Committee.

7.02 Architectural Committee: Subject to the rights retained by Declarant under Section 11.04, the Board shall establish the Architectural Committee which shall consist of J. Donald Nichols, one (1) builder representative and two (2) additional representatives as appointed by the developer, who need not be members of the Association, Owners, or Voting Members. The term of office for each member shall be as set forth in the Association Documents, or as established by resolutions of the Board. Any member appointed by the Board may be removed, with or without cause, by the Board, at any time, by written notice to such appointee, and a successor, or successors, appointed to fill such vacancy shall serve the remainder of the term of the former member. The Architectural Committee shall have the right, and power to, and, to the extent possible, shall retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise, and assist the Architectural Committee in performing its functions, and to supplement the expertise, if any, represented by the professionals which may serve on the architectural committee. Any such fees shall be reimbursable from Assessments hereunder, but to the extent possible, shall be paid out of review fees collected under Section 7.04. The Board shall be authorized to pay any members of the Architectural Committee who are not Owners, or Voting Members, and /or any consulting professionals hired by the Architectural Committee, fees in such amounts as the Board deems appropriate from time to time. The Architectural Committee shall be a committee of the Board, with powers of the Board provided for in this Declaration, the Association Documents, or as granted in resolutions of the Board.

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7.03 Plan Submission and Approval Process

- (a) In General: The following is a general outline of the steps, and required information involved in the review and approval of Plans for new Home construction.
- (1) Submit, to the Architectural Committee, conceptual sketches of the exterior elevations and floor plans, and a site plan:
 - (2) Submit, to the Architectural Committee, preliminary architectural design plans, which shall include, but not be limited to, plot plan with the survey, roof plan, floor plans, all exterior elevations, and proposed exterior materials:
 - (3) Submit, to the Architectural Committee, landscape design plans, which shall footprint include, but shall not be limited to: site plans, showing building, building line setbacks, and existing vegetation to be removed, and to be preserved, location of proposed sidewalks, drives, and other site improvements, location size, type, and quantity of plant materials; grading plans; and additional elevations, details, and sketches to complete description of proposed site Improvements. Each Owner acknowledges that he will be responsible, at his sole cost and expense, for construction of a sidewalk on his Lot as required by the Zoning Code:
 - (4) Submit, to the "Architectural Committee, final architectural design plans which shall include, but not be limited to: site plans and roof plans indicating, without limitation, sidewalks, driveways, and other exterior flatwork, with color samples for all exterior colors, lot coverage, floor plans, complete elevations; building sections, and other drawings, as required by the Architectural Committee, and samples of colors, and specifications that will positively identify material, color, and texture. The Architectural Committee is authorized to request the submission of samples of proposed construction materials for approval:
 - (5) Submit, to the City, plans and specifications: and
 - (6) Submit, to the Architectural Committee, a copy of the building permit.

The Architectural Committee may waive any of the requirements, in writing, and require other, or additional steps, to plan submission and approval process, and may promulgate special abbreviated submission requirements with respect to any remodeling or construction work.

- (b) Informal Review: The Architectural Committee is authorized and empowered to, and shall consider, review, and comment on, conceptual sketches and preliminary architectural design plans on an informal basis to assist Owners, developers, homebuilders, and prospective purchasers of the Lots, in complying with this Declaration, and to assist in the completion of any feasibility studies undertaken by such persons or entities. The Architectural Committee shall have the right, however, to prescribe reasonable limitations concerning the time, effort, and expense likely to be involved in handling such matters on an informal basis.

- (c) Approval of Preliminary Plans: If the preliminary plans described in Section 7.03 (a) (2) above are approved by the Architectural Committee, the Owner, or the Owner's designated representative, will be so advised, by letter, containing a statement and explanation of items found not to comply with this Declaration and the Design Guidelines. Comments on, and approvals of, preliminary plans shall be binding upon the Architectural Committee, provided that conforming final plans and specifications are submitted within sixty (60) days of such preliminary comments or approvals.
- (d) Landscape Plans: Landscape design plans described in Section 7.03 (a) (3) above, shall be submitted to the Architectural Committee prior to, or with, the final architectural design plans.
- (e) Approval of Final Plans: At such time as the final architectural design plans described in Section &.03 (a) (4) above meet the approval to the architectural Committee, one (1) complete set of plans, specifications, and surveys will be retained by the Architectural Committee, and the other complete set will be marked "Approved" and returned to the Lot Owner, or his designated representative. If found not to be in compliance with this Declaration, and Design Guidelines, one (1) set of such plans shall be returned marked "Disapproved", accompanied by a reasonable statement and explanation of items found not to comply with this Declaration, and the Design Guidelines. Any modification or change to the approved set of plans must again be submitted to the Architectural Committee for its inspection and approval. The Architectural Committee's approval or disapproval, as required herein, shall be in writing. If the Architectural Committee fails to approve or disapprove final architectural design plans within four (4) weeks after the actual date on which the final submission is received, then Architectural Committee disapproval shall be presumed.
- 7.04 Basis of Approval: Approval of the Plans shall be based, among other things, on general adequacy of reserve, or Lot dimensions, conformity to, and harmony of the exterior design, and of location with neighboring structures, relation of finished grades, and elevations to neighboring Lots and the adjacent Golf Course, the impact, if any, of the work, design, or construction of Improvements, or any Common Areas, and the Golf Course, and the conformity to both the specific and general intent of the restrictions, covenants, development standards, and other provisions in this Declaration.
- 7.05 Design Guidelines: The architectural Committee, will upon request, and to the extent then available, provide the applicant with Design Guidelines that describe certain recommended design practices and issues that are of special concern to the Architectural Committee. The guidelines are intended only to assist the applicant in preparing the Plans for review by the Architectural Committee, and are subject to change at any time, by the Architectural Committee. EACH PROSPECTIVE PURCHASER, AND OWNER IS STRONGLY ENCOURAGED TO CONTACT THE ARCHITECTURAL COMMITTEE TO OBTAIN, AND REVIEW, THE MOST RECENT DESIGN GUIDELINES. THE DESIGN GUIDELINES MAY

CONTAIN STANDARDS, REQUIREMENTS, OR LIMITATIONS, IN ADDITION TO THOSE EXPRESSLY SET FORTH, OR REFERRED TO IN THIS DECLARATION, AND MORE STRINGENT STANDARDS, REQUIREMENTS, OR LIMITATIONS THAN ANY SPECIFIC STANDARD, REQUIREMENT, OR LIMITATION SET FORTH, OR REFERRED TO IN THIS DECLARATION.

- 7.06 Limitation of Liability: The architectural Committee shall not be liable for cost, expense, or damages, or otherwise, to anyone submitting Plans for approval, or to any Owner, by reason of any decision, or mistake of judgment, disapproval, or for failure to approve, or disapprove any Plans.
- 7.07 Commencement of Construction: If work on an Improvement is not significantly commenced within two (2) years from the date the Architectural Committee approves the Plans for such work, then such approval shall be deemed revoked by the Architectural Committee, unless the Architectural Committee extends the time for commencing work, in writing, at its discretion. All work covered by such approval, (including, but not limited to, landscaping, and construction of sidewalks), is required to be constructed by Owner, at Owner's sole cost and expense, and shall be complete within twelve (12) months of commencement thereof, except for such period of time as such completion is rendered impossible, or would result in great hardship due to strike, fires, national emergencies, critical materials shortage, or other intervening forces beyond the control of the Owner, lessee, licensee, or resident, or his agent, unless the Architectural Committee extends the time for completion, in writing, at its discretion. For the purposes of Declaration, work on an Improvement shall be deemed to "commenced" when the Improvement site has been graded, and, in the case of buildings, when footings, or foundations have been poured, or otherwise installed. All construction areas must be maintained neatly, with no excess materials lying about, furthermore the street area should be free of dirt and mud. Non compliance of a clean building site may result in a monetary penalty to the builder. The architectural committee may require a security deposit to guarantee that the streets are neat and clean.
- 7.08 Compliance with Plans: After approval by the Architectural Committee of the Plans for an Improvement, such Improvement shall be constructed, erected, colored, maintained, altered, or enlarged strictly in accordance with the approved Plans. No construction or use that is inconsistent with, in addition to, or different from, the approved Plans shall be commenced or permitted until Plans reflecting such changes or additions have been submitted to, and approved by, the Architectural Committee in accordance with this article.
- 7.09 Enforcement: Following approval of any Plans by the Architectural Committee, representatives of the Architectural Committee shall have the right, during reasonable hours, to enter upon, and inspect any Lot, Home, or other Improvement which is being constructed, to determine whether or not the Plans thereof have been approved, and are being complied with. In the event the Architectural Committee shall determine that such Plans have not been approved, or are not being complied with, or that construction has commenced

without prior approval from the Architectural Committee, the Architectural Committee shall be entitled to recommend to the Board, and the Board may, (on its own motion, with or without the recommendation of the Architectural Committee), take any of the following actions:

- (a) Require the Owner to remove the construction, addition, alteration, or Improvement, and restore the Lot, Home, or Home Exterior to its condition prior to any such work, or to require the Owner to construct any Improvement required by the Plans, all at the Owner's expense, and if the Owner fails or refuses to comply with any such requirement, the Association shall have the right and power to seek appropriate injunctive relief, and all other remedies, at law, or equity from, a court of competent jurisdiction; or
- (b) If the Owner refuses or fails to properly perform the work required under Section 7.10 (a), the Board may cause such work to be done, and may charge the Owner for the cost thereof, as determined by the Board, which charge, until paid, shall be a continuing lien upon the Owner's Lot; or
- (c) Permit the Architectural Committee to ratify the action taken by the Owner, and the Architectural Committee may, (but shall not be required to), condition such ratification upon the same conditions which the Architectural Committee may impose, at its discretion, upon giving of its prior consent under this article.

Variance: The Architectural Committee may authorize, in writing, variances from compliance with any of the Design Guidelines, or the provision of Article VIII when circumstances such as topography, obstructions, hardship, or aesthetic, environmental, or other considerations require, but only in accordance with specific conditions imposed by the Architectural Committee. No variance shall be contrary to any specific restriction set forth in this Declaration, other than the provisions of Article VIII, nor stop the Architectural Committee from denying a variance in any other circumstance. For the purposes of the section, the inability to obtain approval of any governmental agency, issuance of any permit, or the terms of any financing, shall not be considered a hardship warranting a variance. This section shall not be construed so as to confer on any Owner any entitlement to a Variance of waiver.

- 7.11 **Appeal to the Board:** Any action of the Architectural Committee may be appealed to the Board. The decision of the Board shall be final, conclusive, and binding upon the applicant and the Architectural Committee.

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ARTICLE VIII

Development and Use Restrictions

- 8.01 **Single Family Residential Use Only.** Each home, and home exterior, shall be used only as a single-family residence, and no business activities, including home occupations unless approved in writing from the Association. For purposes

of this restriction, a "single family shall be defined as any number of persons related by blood, adoption, or marriage, living with not more than one (1) person who is not so related as a single household unit or nor more than two (2) persons who are not so related, living together as a single household unit, and household employees of either such household unit.

8.02 Single-Family Homes: No building or structure shall be erected, altered, or placed, or permitted to remain on any lot other than one (1) detached single-family home, and such accessory structures as may be approved by the Architectural Committee. All pre-approved outbuildings or structures must be constructed of the same materials, contain the same quality and workmanship as the permanent residence. The Committee may permit a home and/or home exterior residence to be located on more than one (1) lot, however may impose specific requirements and conditions with respect to such permission, including but not limited to encroachments of easements or building lines.

8.03 Maintenance, Repair and Replacement of Home and/or Exteriors
Except as otherwise specifically provided in the Declaration, each owner shall be responsible for the maintenance, repair and replacement of his home and home exterior and shall at all times keep his home and home exterior well maintained, in good condition and repair free of debris in keeping with a first class residential development. With respect to a lot on which construction has not commenced, the owner shall at all times maintain the lot in a neat and clean condition, and shall maintain his lawn and landscaping in a well maintained and slightly manner in keeping with a first class residential development. No trees with diameters of three inches (3) or more (except within foundation or within ten feet (10) of the perimeter of the foundation of a home) can be removed without the approval of the Architectural committee. Without limiting the forgoing, each owner shall furnish such maintenance, repairs or replacements as are necessary from time to time to maintain the integrity of utility facilities located on the owner's lot.

8.04 Lease of Home: Except as may be otherwise be permitted pursuant to the Rules and Regulation, no lease shall be for less than all of the home, and no home shall be leased for less than six (6) months. Every lease shall be in writing, and shall expressly provide that the lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. A lessee shall be bound by the provisions hereof, whether or not the lease specifically refers to this Declaration.

8.05 Minimum Lot Size, Yards and Setbacks

(a) Minimum Lot size: No lot shall be lot-split, or re-subdivided without the prior express consent of the Architectural committee, and the Association.

(b) Setbacks: No building, structure or fencing shall be erected or maintained nearer to a street, (public or private) than the building setback lines depicted to the side yard, except as specifically provided

herein or in the design guidelines and the Architectural committee.

(c). Side Yard:

1. Each fairway lot shall maintain clear side yard setbacks of not less than five feet (5) in width.
2. Each non-fairway lot shall maintain clear side yard setbacks of not less than five feet (5) in width on one side and not less than five (5) on the opposite side yard.

(d). Rear Yard:

1. Each fairway lot shall maintain a rear yard setback depth of thirty five feet (35), unless otherwise accepted and reviewed by the architectural committee.
2. Each non-fairway lot shall maintain a clear rear yard depth setback of at Least twenty percent (20%) of the lot depth, unless otherwise accepted and reviewed by the architectural committee.

(e). Landscaping in setback areas

Subject to the written approval of the Architectural committee landscaping may be located in the required side and the rear yard setbacks.

8.06

Floor Area of Home: Each home on a non-fairway lot shall have a minimum of 2600 square feet of finished heated living area. Each home on a fairway lot, greens lot or lake lot shall have at least 3000 square feet of finished heated living area. All roof heights must be approved by the architectural committee.

Two-Story and Story and a half: All multi-level homes must be approved by the Architectural committee and must meet at very least, these guidelines; on Non-fairway lots, if a home has two levels or stories immediately above and below each other measured vertically and all such levels or stories are above the finished exterior grade of such home, it shall have at least 1800 sq. feet of finished heated living area on the first story or level and shall have a total of the various levels or stories of at least 2,600 sq. feet of finished heated living area. On fairway, greens and lake lots, if a home has two levels or stories immediately above or below each other measured vertically and all such levels or stories are above the finished exterior grade of such home, it shall have at least 2,200 sq. feet of finished heated living area on the first story or level and shall have a total of the various levels or stories of at least 3,000 square feet of finished heated living area. All heights must be approved by the architectural committee.

Computation of Living Area: The computation of living area shall not include any basement or attic area used for storage. All living area measurements shall be horizontally at the top plate level to the face of the outside wall. Required living area must average at least seven feet six inches (7'6") in height, except in the computation of the second story living area, the height shall be seven feet six inches (7'6") for at least one-half of the required living area, and any area of less than five feet (5') in height shall be excluded.

Waiver: The Architectural committee may waive, in particular instances, floor area requirements and height limitations set out in Section 8.06.

8.07 **Garage:** The location, design and facing of garage entryways shall comply with design guidelines and shall be subject to the approval of the Architectural committee. Each home shall have a garage for at least two vehicles. Front facing garage door openings are strongly discouraged, but will be reviewed on a case by case issue and may be approved by the Architectural Committee.

8.08 **Building material Requirements:**

(a) **Exterior walls:** Exterior walls of a home erected on any lot shall be of at least seventy percent (70%) brick, stucco; provided, however, that the area of all windows and doors located in said exterior walls shall be excluded in the determination of the area of said exterior walls, and further provided that where a gable type roof, is constructed, and a part of the exterior wall is extended above the interior room ceiling line due to the construction of such gable type roof, then that portion of such wall extended above the exterior room ceiling height may be constructed of wood material, and shall be excluded from the square foot area in the determination of the area of the exterior walls of said home.

(b) **Roofing:** The roof of the home erected on any lot shall be treated wood shingle, concrete tile, clay tile, slate, or a composition shingle equivalent or comparable to a 40 year Elk or Owen Corning shingle. The color of all said shingles shall be comparable to a "Weatherwood" timberline shingle. Metal valleys and ridges will be standard. No solar panels or similar items shall be placed on any home without the written prior approval of the Architectural Committee. A minimum roof pitch of 10/12 is required.

(c) **Chimneys:** All chimneys above the roof shall be constructed of exposed brick or stone.

(d) **Concrete:** All concrete footings and stem walls, shall contain re-bar or wire reinforcement. Concrete construction shall conform to traditional stress and durability guidelines. All foundations must be continuous dug rooting, no pier and grade will be allowed.

(e.) Windows: All windows will be constructed of vinyl or wood with thermopane glass. No metal windows will be allowed.

(f.) Waiver: The Architectural committee may waive, in the particular instance, the building material requirements set out in Section 8.08.

8.09 Commercial Structures: No building or structure shall be placed, erected, or used for business, professional, trade or commercial purposes on any portion of any lot.

8.10 Pets: No animal of any kind shall be raised, bred, or kept in the common areas. Breeding of animals for the purpose of selling is not permitted. No exotic animals will be allowed. Domestic household pets including dogs, cats, birds may be kept provided they are cared for and maintained inside the home. Pets will be required to be on leash outside of the home. There shall no more than two (2) domestic animals kept in any one dwelling. The Association may from time to time adopt rules and regulations governing the keeping of pets on or in lots. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the applicable lot upon one (1) month notice from the Association to the owner of the lot containing such pet, and the decision of the Association shall be final.

8.11 Noxious activity: Drilling. No noxious or offensive trade, or activity shall be Carried upon any lot, nor shall any trash, or other refuse may be thrown, placed or dumped upon any vacant lot, nor shall anything be done which may be become an annoyance or nuisance to the neighborhood. No mining, boring or drilling for oil, gas, or other mineral whether or not related to the production of oil or gas shall be permitted on the property, except as provided in Section 6.05 hereof. No building shall be permitted without the prior approval of the Association.

Signs Prohibited: The construction or maintenance of any signs or other Advertising structures on any lot is prohibited, except as follows:

1. Signs advertising the sale or rental of a lot are permitted, provided they do not exceed the standard 2' x 3' in display surface area. Show homes will be allowed larger signage upon approval of the Architectural Committee.
2. During the development period of the property, signs advertising the Subdivision or the initial offering of a lot may be located at the entrances to the property.
3. Permanent signs identifying the subdivision, streets or directions may be located by Declarant and public entities within the Common areas.
4. No garage or yard sales will be permitted.

8.12 Existing Building: No existing building, mobile home or prefabricated building of any sort may be moved onto or placed on any lot. All detached buildings constructed must match the home.

- 8.13 **Temporary Structure:** No trailer, mobile tent, garage, barn, outbuilding, nor any structure of a temporary nature shall be at any time used for human habitation, temporarily or permanently.
- 8.14 **Vehicle Storage an parking:** No vehicle of any kind shall be repaired or restored Upon any lot, or within any portion of the Common Areas, except repairs performed within enclosed garages or emergency repairs to the extent necessary to enable movement of the vehicle to a proper repair facility. Parking of vehicles on the property shall be subject to the rules and regulations which may provide for the removal of any violating the rules and regulations. Without limiting the foregoing, unless expressly permitted by the Board, no boats, trucks, recreational vehicles, trailers, campers, or other vehicles shall be parked or stored on any portion of the property, (other than in a garage which is part of a home), for more than twenty-four hours (24) at time. Each garage door shall be opened only for the purpose of driving a vehicle in or out of the garage or to deliver materials to, or remove personal property from the garage or home, and shall be closed at all other times
- 8.15 **Unsightly Uses:** No permanent exterior clothes dryer or clothes drying line shall be erected, installed or maintained on any lot, or on any structure thereon. Temporary collapsible or retractable clothes dryers or lines may be used provided they are collapsed or retracted when not in use and shall be located in the rear yard behind the dwelling house. No trash receptacles may be viewable from the street.
- 8.16 **Electric Meters:** All electric meters erected on the homes shall be in a discreet location not visible from the street. No electric meter will be allowed on the front of a home.
- 8.17 **Antennas:** No outside television or radio antenna shall be erected, installed or maintained on any lot, or structures thereon, except that outside television or radio antennae not more than six (6) feet in height shall be permitted on the roof or chimney of a dwelling home. A lot owner may have one satellite dish provided that each dish is confined to the rear yard behind the dwelling home and does exceed two foot (2) in diameter, and is not readily visible from the front.
- 8.18 **Mail Boxes:** No post boxes will be allowed to be erected on any home lot or along any street. A central postal system will be located at the clubhouse. This will ease, and make a more efficient postal delivery and collection services system.
- 8.19 **Water:** The formation of a residential water company will be established. Meters, and lines to all lots will be established. Water shall be purchased from the Winter Creek Water Company.
- 8.20 **Lakes, Creeks and Fountains:** The use of lakes, creeks and fountain areas Located on the property may be restricted and, if permitted shall be subject to the rules and regulations. No swimming, wading, or ice skating shall be permitted on

any of said areas. Members are allowed to use paddleboats or boats no larger than 9 ft with an electric trolling motor. Further lake usage and fishing guidelines will be contained in the Club Membership.

- 8.21 Septic System: Installation of the mechanical/chemical septic system (Clear Stream Waste water system), will be used throughout the development to ensure correct, efficient septic material handling and processing. No system requiring lateral lines will be permitted.
- 8.22 Propane Tank Usage: Propane tanks may be used, but only if they are buried and serviceable at the street. Any propane tank installation must meet the architectural committee and meet any and all of Federal, and State requirements before installation begins.
- 8.23 Approved Builders List: Builders that meet or exceed the Architectural requirements and guidelines set by the Winter Creek Estates Architectural committee will be added to an approval builder's list, which may be obtained from the Architectural Committee. All builders must be approved by the Architectural committee with no exceptions. The architectural committee will make additions or deletions to the approved builder list as they deem reasonable.
- 8.24 Driveways: At homeowner's expense, all driveways must be paved with asphalt or concrete to the street. The required size will be a minimum of 16 feet wide with a 5-foot radius on each side. No less than 8 inches in thickness will be acceptable. The Architectural Committee will require prior approval on layout and materials. If a tinhorn is required, the Architectural Committee must approve the type and installation. Pillars on either side of the entrance to lots and or driveways must be approved by the Architectural Committee to ensure that visibility is available.
- 8.25 Sidewalks: The homeowner will provide and maintain a 4 foot wide side walk constructed of concrete across front area of property.
- 8.26 Front Yard: The front yard of each lot shall be kept only as grass sod with a minimum of 300 square feet of landscaping, including trees, flowers and shrubs. At least 2- 3 inch in diameter caliper trees shall be located in the front yard. Landscaping and type of sod must be approved by the Architectural committee. No trees or shrubs shall be located on any lot, which will block the view of operators of motor vehicles so as to create a traffic hazard.
- 8.27 Street Lighting: Street pole lighting and road signs should not be used. Instead discrete and quality embankment lighted and road signs at or near ground level are recommended.
- 8.28 Fences: Fences surrounding the homes cannot restrict the view of the property. The Architectural Committee must approve all fence designs and materials.

Article IX

Restrictions Applicable To Golf Course at Winter Creek Estates

- 9.01 Acknowledgement and waiver. Each owner, occupant, or other person acquiring any interest in the property, is hereby deemed to acknowledge being aware that it can be expected that (a) maintenance activities on the Golf course shall begin early in the morning and extend into the evening; (b) during certain periods of the year the golf course will be heavily fertilized; and (c) golf balls are not susceptible to being easily controlled, and accordingly may land, or strike beyond the golf course boundaries. Neither Declarant nor any employee or agent of Declarant, nor the golf course owner or operator, nor the association shall be liable for personal injury or property damage caused by golf balls, and all owners are hereby deemed to waive any, all claims arising out of said activities and assume all risks relating thereto.
- 9.02 Golf Course: No owner, nor public at large, shall have any right, by virtue of ownership of any lot, whether or not contiguous to the golf course, of access, entry, or other use of the golf course, or clubhouse, which are private membership facilities except as specifically permitted by the golf course owner or operator. While owners of lots contiguous to the golf course shall have the right to quiet enjoyment of their property, there shall be no activity on any contiguous lots that unreasonably disturbs play or the enjoyment of the golf course by members and guests thereof, including without limitation, undue noise, music, unsightly trash ad debris, or any other noxious or offensive activity.
- 9.03 Golf Tournament: In addition to the above restrictions pertaining to the gold Course, the Association has the right to adopt rules and regulations pertaining to restrictions and regulations relating to the conducting of golf tournaments on the golf course (the "Golf Tournament Rules and Regulations) pursuant to the golf tournament rules and regulations, the Association shall be entitled to restrict and regulate traffic along roads in the property, and to restrict public right-of-ways, and access to other common areas, contiguous to, or near the golf course, during the period of any golf tournament. In no event may any such regulation unreasonably interfere with an owner's right of access to his home. Each owner, occupant, or other person acquiring any interest in the property is hereby deemed acknowledge that the owner of the golf course intends to stage golf tournaments, or other "special events at he golf course. In connection with the staging of such tournaments, it can be expected that the volume of vehicular traffic and pedestrian traffic to, from and within the property will significantly increase. Ownership of a lot shall not entitle an owner to the right of admission to any tournament or other special event at the golf course.

Article X

Insurance, Restoration and Condemnation

- 10.01 **Right to purchase Insurance:** The Association shall purchase, carry and maintain and enforce various insurance coverage's the board, in its reasonable discretion, determine to be necessary, reasonable, and prudent to protect the Association, and it's Board, agents, employees, members, and owners against claims, losses, expenses, or judgments brought against the Association as a result of the performance, or nonperformance, of its duties under this Declaration. The coverage's provided by the Association shall be in such amounts, and with such deductibles, endorsements, and coverage's as shall be considered by the Board, in its discretion, to be good, responsible insurance practice for properties similar in construction, location, and use to this property.
- 10.02 **Adequacy of Insurance:** It shall be the responsibility of the individual owner or member to satisfy itself, himself, or herself from time to time, as to the adequacy, in terms of limits and coverage, of the insurance obtained by the Association. The Association accepts no liability of any kind for the adequacy of the coverage with respect to meeting the individual's owner's needs. It shall be the duty of each owner to request to review the coverage's provided by the Association, and to determine whether or not he needs additional coverage to satisfy his individual needs or responsibility.
- 10.03 **Waiver of Right of Recovery:** Each owner shall be responsibility for obtaining insurance coverage for, and for the risk of injury, and physical loss, or damages of any kind, to his and his invitees' personal property, including, but not limited to, any personal property stored or located on the property, and with respect to his home. The Association, and each owner hereby waives and releases any and all claims which they may have against any owner, the Association, it's directors, and officers, Declarant, the managing agent, if any and their respective employees and agents, for damage to the lots, the homes, the home exteriors, the common areas, or to any personal property located in the lots, the homes, the home exteriors, or the common areas caused by fire, or other causality, to the extent that such damage is insurable by fire or other forms of casualty insurance, and to the extent possible, all such policies shall contain waivers of the insurer's rights to subrogation against any owner, the Association, its directors, and officers, Declarant, the managing agent, if any, and their respective employees and agents.

10.04 Insurance Proceeds: The Association shall use the net proceeds of any property Insurance to repair and replace any damage or destruction of property covered by the insurance, either to its original design and condition or, in the reasonable discretion of the Board, to a different design, condition or state. Net proceeds shall include, but not limited to, proceeds attributable to insurance carried by the Association for the benefit of other third parties. Any balance from the proceeds of such insurance paid to the Association, as required in this article, remaining after satisfactory completion of repair and replacement shall be retained by the association s part of the general reserve fund for repair and replacement of the common area. If the proceeds of insurance carried by the association are insufficient to repair or replace any loss or damage covered or intended to be covered by that insurance, (including any deductible), the board may either levy a special assessment as provided for in section 4.03 to cover the deficiency, or otherwise provide funds to cover the deficiency in such manner as the board shall determine.

10.05 Restoration of Homes: If any home shall be damaged or destroyed by fire or other hazards, then the owner of such home shall either, (a) rebuild such home as promptly and reasonably possible but, subject to delays for settlement and payment and payment of insurance, in any event beginning within two (2) months and construction within eighteen months (18) from the date such damage or destruction occurred, (with the plans for such restoration being subject to the approval of the Architectural committee if such plans differ in any material respect from the initially approved plans for the home), or (b) demolish and raze the damage home, remove the slab, if any, fill in all excavations, plant grass and perform such other work as may be necessary to leave the area on which such damaged home was located in a clean, sightly and safe condition.

10.06 Condemnation: In the case of taking or condemnation by competent authority of any part of the Common areas, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any capital reserve being held for such part of the Common areas, shall, in the discretion of the Board, (a) be applied to pay any cost, expense or liability of the Association including anticipated costs, expenses or liabilities, or (b) be used to acquire additional property to be used and maintained as common areas under this Declaration, or (c) remain the property of the Association or (d) any combination of the above.

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Fee: \$ 89.00 Doc: \$ 0.00
Sharon Shoemaker - Grady County Clerk
State of Oklahoma

Article XI

Declarant's Reserved Rights

11.01 In General: In addition to any rights or powers reserved to Declarant, or granted to Declarant under the provisions of this Declaration, or the Association documents, declarant shall have the rights and powers set forth in this article. Anything, in this Declaration, or the Association documents to the contrary, notwithstanding, the provisions set forth in this article shall govern,

If not sooner terminated as provided in this article shall terminate and be of no further force and effect from and after such time as Declarant is no longer vested with or controls title to any part of the property.

- 11.02 Promotion of Winter Creek Estates: In connection with the promotion, sale, or Rental of any improvement upon the property: (a) Declarant shall have the right and power, within its sole discretion, to construct such temporary, or permanent improvements, or to do such acts or other things in, on or advisable, including, without limitation, the right to construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations, and in such forms as Declarant may deem advisable; and (b) Declarant and its respective agents, prospective purchasers, and tenants, shall have the right of ingress, egress, and parking in and through, and the right to use, and enjoy the common areas at any and all reasonable times without fee or charge.
- 11.03 Construction on the Property: Declarant is hereby granted the right and power to make such improvements to the property, and improvements thereto, (including landscaping), as Declarant deems to be necessary or appropriate. Declarant may permit such builders and other contractors access to and upon the Properties, Declarant may wish and subject to such limitation and condition as Declarant may require. Declarant and its respective agents and contractors shall have the right to ingress, egress, and parking on the property, and the right to store construction equipment and materials on the property without the payment of any fee or charge whatsoever.
- 11.04 Declarant Control Of Association and Architectural Committee The first and all subsequent Boards prior to the turnover date shall consist of chosen persons, from time-to-time designated by Declarant, which persons may, but need not, be members of the Association. The first and all subsequent Architectural Committees prior to the turn over date shall consist of that person or persons, from time to time designated by Declarant. In exercising such designation rights, Declarant is not bound by the provisions of this declaration specifying the number of members that constitutes the board or the Architectural committee. Declarant's rights under this section to designate the members of the board and the Architectural committee shall terminate on the first to occur of (a) such time as Declarant no longer holds or controls title to any part of the property. (b) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, or (c). Twenty (20) years from the date of recording hereof. The date on which Declarant's rights under this section shall terminate shall be referred to as the "Turnover date". Prior to the turnover date, the voting members may elect that number of no-voting counselors to the Board or the Architectural committee as Declarant may, in its sole discretion, permit. From and after the turnover date, the Board and the Architectural committee shall be constructed and elected as provided in the Association Documents. Prior to the turnover date all of the voting rights of the owners shall

be vested exclusively in Declarant and the owners shall have no voting rights, and Declarant shall be the sole voting member.

- 11.05 Other Rights: Declarant shall have the right and power to execute all documents, and do all other acts and things affecting the property which Declarant determines are necessary or desirable in connection with the rights of Declarant under this Declaration.

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Article XII

Enforcement, Duration, Amendment and Severability

- 12.01 Preventive Remedies: The Association, Declarant, or any owner may proceed at law, or in equity to enforce the provisions of this Declaration.
- 12.02 Enforcement: The restrictions herein set forth are covenants to run with the land, and shall be binding upon Declarant, its successors, and assigns, and all parties claiming under them.

The covenants contained in section 8.01 are established and shall inure to the benefit of the Association, the board, Declarant, and all owners of residential lots within the subdivision. In the event of the violation of any of the covenants in this Declaration, the association, the Board, Declarant, or any owner, as to violations of the covenants contained in section 8.01 shall have the right to maintain any action at law or inequity against the or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

- 12.03 Enforcement Rights: The Association, or its duly authorized agents shall have the rights, upon reasonable notice, at any time, and from time to time, following violation or breach of this Declaration (a) to enter upon the lot upon or as to which said violation or breach exists and summarily to abate and remove, at the expense of the owner thereof, any structure, object or condition that may be or exist there contrary to the intent and meaning of this Declaration (including, without limitation, the care and maintenance of landscaping and lawns, care and maintenance, removal of trash and debris, removal of dirt from streets resulting from construction activity and abatement of nuisances, removal or relocation of signs, (b) to remove from the common areas any improvements, parked cars, or other property located thereon, in violation of the terms of this Declaration and (c) to institute a proceeding at law or in equity against the person or person's who have violated, or attempted to violate any of the provisions of this Declaration, to enjoin or prevent them from doing so, to cause the violation to be remedied, and to recover damages for the violation. If, pursuant to this section, the duly authorized agents of the Association enter upon any lot or common areas for the purpose of abating or removing any violation or breach of this Declaration,

neither the person entering nor, the person directing the entry, shall be deemed liable for any manner of trespass for such action, and the owner of such lot, or the owner creating or permitting such violation, shall promptly reimburse the Association for the cost thereof. Payment of such amount shall be secured by the Assessment lien provided for in this Declaration.

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- 12.04 Cumulative Remedies: The remedies hereby specified are cumulative, and this specification shall not be deemed to preclude any aggrieved person's resort to any other remedy provided hereunder or at law, in equity, or under any statute.
- 12.05 Failure to Enforce Not a Waiver of Rights: No delay or failure on the part of any aggrieved person to invoke any available remedy in respect to a violation of any provision of this declaration shall be held to be a waiver by the person of, (or an estoppel of that person to assert), any right available to him upon recurrence, or continuance of said violation, or the occurrence of a different violation, nor shall there be imposed upon Declarant, or the Association a duty to take any action to enforce this Declaration.
- 12.06 Assignment of Rights and Duties: Any and all of the rights, powers and reservations of Declarant herein contained, (including, without limitation, the benefits of any reserved easements), may be specifically assigned by Declarant to any person, (including, without limitation, the Association), and upon any such person consenting in writing to accept such assignment and assume such rights, powers, and duties, such person shall to the extent of such assignments have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by Declarant herein. No conveyance by Declarant of any part of the property, or any interest therein, shall be deemed to be, or construed as, an assignment of any right or power reserved herein, unless said right, power or reservation is specifically transferred or assigned by Declarant. The term Declarant as used herein, includes all such assignees who are specifically assigned such rights, powers, and reservations, and their successors and assigns. Any assignment or appointment made under this section shall be recorded in the Office of the Grady County Clerk. From, and after the date Declarant assigns to another person any of its obligations under this Declaration. Declarant shall be relieved of such obligations, and released from all liability for the performance or nonperformance.
- 12.07 Waiver: Neither Declarant, the Architectural committee, the Board, the Association, or any member thereof, nor their successors or assigns, shall be liable for damages to any owner, lessee, licensee or resident or any other person by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction in the administration of the provisions of this Declaration, or any part thereof; from time to time, to recover any such damages, or to seek equitable relief on account for their enforcement, or

nonenforcement of this Declaration.

- 12.08 Duration: This Declaration, and all provisions hereof, shall remain in full force and effect until _____ and shall automatically be continued thereafter for a successive periods of ten (10) years each, unless terminated or amended as hereinafter provided.
- 12.09 Amendment: (a). Special Amendment: This Declaration may be amended, unilaterally, by Declarant at any time, and from time to time (1) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination which shall be in conflict therewith; (2) if such amendment is required by an institutional, or governmental lender, or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Declaration; (3) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Declaration; (4) to correct errors and make clarifications or additions in this Declaration; or (5) to modify or add to the provisions of this Declaration to adequately cover situations and circumstances which Declaring believes, in its reasonable judgment, have not been adequately covered, and would not have a material and adverse effect on the marketability of lots. In furtherance of the foregoing, a power coupled with an interest, is hereby reserved and granted to Declarant to make or consent to any such amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation, other instrument affecting a lot, and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to Declarant to make, execute, and record such amendments. The right and power to make such amendments hereunder shall terminate at such time as Declarant no longer holds or controls title to any portion of the property.
- (b). In General: Subject to the provisions in section 12.09 (a), the provisions of this Declaration may be amended, modified, enlarged, abolished, or otherwise changed in whole, or in part, by the affirmative vote of voting members representing at least three-fourths (3/4ths) of the total votes, or by an instrument executed by owners of at least three-fourths (3/4ths) of the lots; except that (1) the provisions of this paragraph may be amended only by an instrument executed by all of the owners, (2) Article II, Article III and Article XI, and any other provision relating to the rights of Declaring may be amended only with the written consent of Declaring, (3) the amendment, modification, change, or cancellation of the covenants contained in section 8.01 shall require the written concurrence of the Grady County Planning Commission, and a provision which grants easements or other rights to the Association may be amended only with the written consent of the Association. No amendment shall be effective until properly recorded. "Owners" shall be deemed to include mortgagees or other

persons holding liens on any lot, and such mortgagees, and other lien holders shall not be required to join in any amendment to this Declaration.

- 12.10 Severability: Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate, or effect any of the other restrictions of any part thereof, as set forth herein, which shall remain in full force and effect.
- 12.11 Gender and Grammar: The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, (or other entities), or individuals, male or female, shall in all cases be assumed, as though in each case fully expressed.
- 12.12 Titles: The titles of this Declaration of articles, and sections contained herein, are included for convenience only, and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.
- 12.13 Perpetuities: If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of J. Donald Nichols.
- 12.14 Cumulative Effect: Conflict. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of any supplemental declaration; provided, however, in the event of conflict between, or among, such covenants, restrictions, and provisions of any articles of incorporation, rules and regulations, policies or practice adopted or carried out pursuant thereto, those of any supplemental declaration shall be subject, and subordinate to those of the Association. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Association.
- 12.15 Use of the Words "Winter Creek Estates": No person shall use the words "Winter Creek Estates" or any derivative thereof in any printed or promotional material without the prior written consent of Declarant. However, Owners may use the term Winter Creek Estates in printed or promotional matter where such term is used solely to specify that particular property that is located within the Winter Creek Estates, and the Association shall be entitled to use the words "Winter Creek Estates" in its name.
- 12.16 Disclaimer of Warranty: EXCEPT AS EXPRESSLY PROVIDED IN WRITING, DECLARANT MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING WINTER CREEK ESTATES, OR ANY IMPROVEMENT TO, OR IMPROVEMENTS OF WINTER CREEK ESTATES, THE CONDITIONS OF WINTER CREEK ESTATES, THE SUFFICIENCY OF UTILITIES, THE WORKMANSHIP, DESIGN,

OR MATERIALS USED IN EVERY IMPROVEMENT, INCLUDING AND WITHOUT LIMITATION, THE COMMON AREAS, AND INCLUDING AND WITHOUT LIMITATION, ANY EXPRESS OR PARTICULAR PURPOSE OF USE OF ANY WARRANTY OF QUALITY.

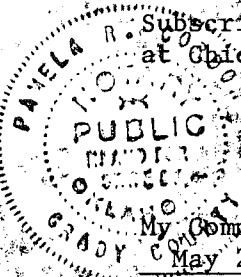
IN WITNESS WHEREOF, Declarant has executed this Declaration as of 18th day of September, 2002.

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02/26/2004 3:07 pm Pg 0458-0496
Fee: \$ 89.00 Doc: \$ 0.00
Sharon Shoemaker - Grady County Clerk
State of Oklahoma

Winter Creek Estates GEOK, LP
A Delaware Limited Partnership

By: Donald Nichols, mgr

Subscribed and sworn to before me this 18th day of February, 2004
at Chickasha, Grady County, Oklahoma.



Pamela R. Gordon
Notary Public

My Commission Expires:
May 22, 2007

Commission #03005183

TRACT 7

LEGAL DESCRIPTION: A TRACT OF LAND COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 5 WEST, I.M., GRADY COUNTY OKLAHOMA; THENCE N 00°08'03" W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING; THENCE S 90°00'00" W, ALONG THE SOUTH RIGHT OF WAY LINE OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 5 WEST, A DISTANCE OF 1316.30 FEET; THENCE N 00°11'46" W A DISTANCE OF 3295.72 FEET; THENCE S 89°40'32" W A DISTANCE OF 1319.85 FEET; THENCE N 00°15'26" W A DISTANCE OF 359.84 FEET; THENCE N 70°13'57" E A DISTANCE OF 203.99 FEET; THENCE S 77°55'47" E A DISTANCE OF 69.55 FEET; THENCE N 82°40'48" E A DISTANCE OF 119.69 FEET; THENCE N 63°21'15" E A DISTANCE OF 44.88 FEET; THENCE N 33°24'19" E A DISTANCE OF 105.52 FEET; THENCE N 67°14'47" E A DISTANCE OF 275.49 FEET; THENCE N 87°03'17" E A DISTANCE OF 123.06 FEET; THENCE S 72°46'27" E A DISTANCE OF 357.85 FEET; THENCE N 19°22'18" E A DISTANCE OF 331.65 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 375 FEET AND LENGTH OF 148.61 FEET A CHORD BEARING OF N 30°43'29" E AND A CHORD LENGTH OF 147.64 FEET; THENCE N 59°59'59" W A DISTANCE OF 103.91 FEET; THENCE N 75°00'00" W A DISTANCE OF 750.00 FEET; THENCE N 90°00'00" W A DISTANCE OF 44.94 FEET; THENCE S 59°59'59" W A DISTANCE OF 605.38 FEET; THENCE N 00°15'10" W A DISTANCE OF 1039.63 FEET; THENCE N 89°35'59" E, ALONG THE NORTH RIGHT OF WAY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 2643.92 FEET; THENCE N 89°38'56" E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 299.07 FEET; THENCE S 00°21'04" E A DISTANCE OF 16.50 FEET; THENCE S 08°03'45" W A DISTANCE OF 169.97 FEET; THENCE S 00°08'12" E A DISTANCE OF 332.23 FEET; THENCE S 11°47'45" W A DISTANCE OF 110.00 FEET; THENCE S 31°25'33" W A DISTANCE OF 110.00 FEET; THENCE N 78°12'16" W A DISTANCE OF 264.93 FEET; THENCE S 29°20'51" W A DISTANCE OF 22.95 FEET; THENCE S 78°12'16" E A DISTANCE OF 266.31 FEET; THENCE S 26°01'05" W A DISTANCE OF 133.70 FEET; THENCE S 06°53'05" W A DISTANCE OF 115.01 FEET; THENCE S 09°51'26" E A DISTANCE OF 557.36 FEET; THENCE S 34°51'51" W A DISTANCE OF 60.29 FEET; THENCE S 79°51'48" W A DISTANCE OF 54.26 FEET; THENCE N 83°45'30" W A DISTANCE OF 136.42 FEET; THENCE N 45°03'06" W A DISTANCE OF 55.55 FEET; THENCE N 81°20'52" W A DISTANCE OF 25.90 FEET; THENCE S 70°30'07" W A DISTANCE OF 26.02 FEET; THENCE N 77°56'41" W A DISTANCE OF 33.66 FEET; THENCE N 54°04'10" W A DISTANCE OF 592.36 FEET; THENCE S 89°39'03" W A DISTANCE OF 679.99 FEET; THENCE S 19°22'20" W A DISTANCE OF 293.88 FEET; THENCE S 70°37'41" E A DISTANCE OF 191.93 FEET; THENCE S 04°24'22" E A DISTANCE OF 385.04 FEET; THENCE S 74°15'28" W A DISTANCE OF 92.61 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 325 FEET A LENGTH OF 65.76 FEET A CHORD BEARING OF S 05°59'33" E AND A CHORD LENGTH OF 65.65 FEET; THENCE S 00°11'45" E A DISTANCE OF 370.66 FEET; THENCE N 89°42'03" E A DISTANCE OF 158.15 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 425 FEET A LENGTH OF 140.91 FEET A CHORD BEARING OF S 80°48'05" E AND A CHORD LENGTH OF 140.26 FEET; THENCE N 23°58'07" E A DISTANCE OF 391.73 FEET; THENCE S 69°29'31" E A DISTANCE OF 380.76 FEET; THENCE S 12°34'15" E A DISTANCE OF 500.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 400.00 FEET A LENGTH OF 149.03 FEET A CHORD BEARING OF N 70°40'24" E AND A CHORD LENGTH OF 148.17 FEET; THENCE N 60°00'00" E A DISTANCE OF 304.67 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET A LENGTH OF 221.01 FEET A CHORD BEARING OF N 36°58'35" E AND A CHORD LENGTH OF 215.11 FEET; THENCE N 13°57'09" E A DISTANCE OF 216.80 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET A LENGTH OF 351.49 FEET A CHORD BEARING OF N 44°56'09" E AND A CHORD LENGTH OF 334.61 FEET; THENCE N 75°

55°08" E A DISTANCE OF 224.13 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET A LENGTH OF 295.07 FEET A CHORD BEARING OF S 78°04'18" E AND A CHORD LENGTH OF 285.04 FEET; THENCE N 20° 00'13" E A DISTANCE OF 25.37 FEET; THENCE N 64°13'29" E A DISTANCE OF 166.67 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET A LENGTH OF 75.15 FEET A CHORD BEARING OF S 87°04'09" E AND A CHORD LENGTH OF 72.05 FEET; THENCE S 58°21'44" E A DISTANCE OF 19.76 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET A LENGTH OF 39.27 FEET A CHORD BEARING OF S 80°51'43" E AND A CHORD LENGTH OF 38.27 FEET; THENCE N 76°38'26" E A DISTANCE OF 21.59 FEET; THENCE S 15°45'46" E A DISTANCE OF 592.39 FEET; THENCE S 71°00'03" W A DISTANCE OF 91.74 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET A LENGTH OF 150.42 FEET A CHORD BEARING OF S 65°54'23" E AND A CHORD LENGTH OF 136.64 FEET; THENCE S 22°48'47" E A DISTANCE OF 146.77 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET A LENGTH OF 58.90 FEET A CHORD BEARING OF S 56°33'35" E AND A CHORD LENGTH OF 55.55 FEET; THENCE N 89°41'35" E A DISTANCE OF 32.78 FEET; THENCE N 00°09'20" W A DISTANCE OF 250.04 FEET; THENCE N 89°41'43" E A DISTANCE OF 1703.24 FEET; THENCE S 00°10'13" E A DISTANCE OF 300.00 FEET; THENCE S 89°41'38" W A DISTANCE OF 1106.54 FEET; THENCE N 29°26'25" E A DISTANCE OF 103.61 FEET; THENCE N 24°25'35" W A DISTANCE OF 20.76 FEET; THENCE N 19°42'24" E A DISTANCE OF 32.25 FEET; THENCE N 08° 02'33" W A DISTANCE OF 57.28 FEET; THENCE N 00°10'13" W A DISTANCE OF 44.03 FEET; THENCE S 89°41'35" W A DISTANCE OF 156.48 FEET; THENCE S 00°10'11" E A DISTANCE OF 19.42 FEET; THENCE S 65°06'53" E A DISTANCE OF 82.79 FEET; THENCE N 89°49'48" E A DISTANCE OF 50.00 FEET; THENCE S 01°47'24" W A DISTANCE OF 56.13 FEET; THENCE S 17° 42'31" W A DISTANCE OF 58.33 FEET; THENCE S 46°28'13" W A DISTANCE OF 92.85 FEET; THENCE S 77°37'51" W A DISTANCE OF 48.12 FEET; THENCE S 89°41'38" W A DISTANCE OF 77.23 FEET; THENCE N 11°33'34" W A DISTANCE OF 57.58 FEET; THENCE N 39°54'41" W A DISTANCE OF 32.11 FEET; THENCE N 09°45'11" W A DISTANCE OF 54.06 FEET; THENCE N 17°52'49" W A DISTANCE OF 110.62 FEET; THENCE S 89°41'43" W A DISTANCE OF 50.00 FEET; THENCE S 00°09'59" E A DISTANCE OF 36.45 FEET; THENCE S 38°47'16" E A DISTANCE OF 94.58 FEET; THENCE S 02°02'35" W A DISTANCE OF 48.15 FEET; THENCE S 35°18'57" E A DISTANCE OF 38.61 FEET; THENCE S 01°37'25" E A DISTANCE OF 49.79 FEET; THENCE S 89° 41'38" W A DISTANCE OF 388.25 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET A CURVE LENGTH OF 79.41 FEET A CHORD BEARING OF N 67°33'19" W AND A CHORD LENGTH OF 77.34 FEET; THENCE S 71° 00'01" W A DISTANCE OF 207.66 FEET; THENCE S 19°00'01" E A DISTANCE OF 237.06 FEET; THENCE S 84°04'05" E A DISTANCE OF 513.33 FEET; THENCE S 00°03'02" W A DISTANCE OF 49.04 FEET; THENCE S 16°02'35" E A DISTANCE OF 70.77 FEET; THENCE S 26°22'14" W A DISTANCE OF 72.31 FEET; THENCE S 03°40'56" W A DISTANCE OF 24.99 FEET; THENCE S 86° 31'14" E A DISTANCE OF 144.06 FEET; THENCE N 16°30'37" W A DISTANCE OF 18.49 FEET; THENCE N 43°58'55" W A DISTANCE OF 24.44 FEET; THENCE N 35°36'40" E A DISTANCE OF 21.69 FEET; THENCE N 11°16'57" W A DISTANCE OF 54.30 FEET; THENCE N 33°30'19" W A DISTANCE OF 26.93 FEET; THENCE N 24°59'50" E A DISTANCE OF 31.23 FEET; THENCE N 07° 42'36" W A DISTANCE OF 48.48 FEET; THENCE S 84°04'04" E A DISTANCE OF 130.79 FEET; THENCE N 76°03'58" E A DISTANCE OF 777.28 FEET; THENCE S 47°37'50" E A DISTANCE OF 167.51 FEET; THENCE S 01°53'22" E A DISTANCE OF 385.00 FEET; THENCE S 12°22'44" E A DISTANCE OF 793.85 FEET; THENCE S 66°19'46" W A DISTANCE OF 173.53 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 775.00 FEET A LENGTH OF 30.00 FEET A CHORD BEARING OF S 22°33'41" E AND A CHORD LENGTH OF 30.00 FEET; THENCE N 66°19'46" E A DISTANCE OF 300.29 FEET; THENCE S 00°09'33" E A DISTANCE OF 1227.06 FEET; THENCE S 89°39'15" W A DISTANCE OF 829.57 FEET; THENCE N 29°57'43" W A DISTANCE OF 197.99 FEET; THENCE N 22°30'39" E A DISTANCE OF 305.23 FEET;

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02/26/2004 3:07 pm Pg 0458-0496
Fee: \$ 89.00 Doc: \$ 0.00
Sharon Shoemaker - Grady County Clerk
State of Oklahoma

THENCE N 77°23'26" E A DISTANCE OF 168.89 FEET; THENCE N 16°37'44" W A DISTANCE OF 233.73 FEET; THENCE N 18°33'11" E A DISTANCE OF 166.46 FEET; THENCE N 58°32'20" E A DISTANCE OF 399.26 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 725.00 FEET A LENGTH OF 41.67 FEET A CHORD BEARING OF N 22°01'29" W AND A CHORD LENGTH OF 41.67 FEET; THENCE N 23°40'15" W A DISTANCE OF 155.21 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1025.00 FEET A LENGTH OF 57.05 FEET A CHORD BEARING OF N 22°04'30" W AND A CHORD LENGTH OF 57.04 FEET; THENCE S 66°19'46" W A DISTANCE OF 115.22 FEET; THENCE S 57°10'15" W A DISTANCE OF 482.69 FEET; THENCE N 35°40'30" W A DISTANCE OF 227.42 FEET; THENCE N 77°35'10" E A DISTANCE OF 57.55 FEET; THENCE S 81°34'45" E A DISTANCE OF 109.95 FEET; THENCE N 52°46'19" E A DISTANCE OF 42.53 FEET; THENCE N 55°09'13" W A DISTANCE OF 68.01 FEET; THENCE N 31°51'42" E A DISTANCE OF 29.48 FEET; THENCE N 40°38'01" E A DISTANCE OF 26.76 FEET; THENCE N 03°22'51" E A DISTANCE OF 22.37 FEET; THENCE N 56°19'19" W A DISTANCE OF 12.03 FEET; THENCE S 83°37'46" W A DISTANCE OF 60.41 FEET; THENCE S 67°55'14" W A DISTANCE OF 110.58 FEET; THENCE N 48°22'08" W A DISTANCE OF 11.19 FEET; THENCE S 76°27'54" W A DISTANCE OF 56.29 FEET; THENCE N 13°32'06" W A DISTANCE OF 133.63 FEET; THENCE N 08°22'49" E A DISTANCE OF 418.65 FEET; THENCE N 71°55'36" W A DISTANCE OF 199.47 FEET; THENCE N 16°47'11" W A DISTANCE OF 87.14 FEET; THENCE N 24°53'13" E A DISTANCE OF 84.28 FEET; THENCE N 35°33'19" W A DISTANCE OF 17.76 FEET; THENCE N 86°31'12" W A DISTANCE OF 148.57 FEET; THENCE S 00°01'50" E A DISTANCE OF 54.75 FEET; THENCE S 63°05'16" E A DISTANCE OF 31.54 FEET; THENCE S 07°49'36" E A DISTANCE OF 29.30 FEET; THENCE S 19°57'15" W A DISTANCE OF 48.95 FEET; THENCE S 53°00'49" W A DISTANCE OF 88.04 FEET; THENCE N 86°31'13" W A DISTANCE OF 185.57 FEET; THENCE N 84°23'32" W A DISTANCE OF 159.87 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET A LENGTH OF 153.97 FEET A CHORD BEARING OF S 01°30'07" W AND A CHORD LENGTH OF 152.73 FEET; THENCE S 73°50'26" E A DISTANCE OF 388.47 FEET; THENCE S 11°55'57" E A DISTANCE OF 38.29 FEET; THENCE S 26°18'34" W A DISTANCE OF 102.62 FEET; THENCE S 25°35'33" E A DISTANCE OF 186.83 FEET; THENCE S 86°34'54" W A DISTANCE OF 75.64 FEET; THENCE S 20°05'25" W A DISTANCE OF 58.62 FEET; THENCE S 60°47'34" W A DISTANCE OF 46.87 FEET; THENCE S 40°10'48" W A DISTANCE OF 208.98 FEET; THENCE N 69°26'58" W A DISTANCE OF 33.08 FEET; THENCE N 47°49'00" W A DISTANCE OF 273.38 FEET; THENCE N 65°47'44" W A DISTANCE OF 79.94 FEET; THENCE N 08°45'29" E A DISTANCE OF 77.49 FEET; THENCE N 06°16'05" W A DISTANCE OF 190.93 FEET; THENCE N 25°23'29" W A DISTANCE OF 102.50 FEET; THENCE N 68°19'32" W A DISTANCE OF 59.34 FEET; THENCE N 34°00'10" E A DISTANCE OF 140.72 FEET; THENCE S 86°28'09" E A DISTANCE OF 134.74 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET A LENGTH OF 30.00 FEET A CHORD BEARING OF N 02°23'20" E AND A CHORD LENGTH OF 30.00 FEET; THENCE N 86°28'10" W A DISTANCE OF 150.33 FEET; THENCE N 20°48'58" W A DISTANCE OF 769.79 FEET; THENCE N 24°26'53" W A DISTANCE OF 326.32 FEET; THENCE N 19°00'01" W A DISTANCE OF 290.15 FEET; THENCE N 01°05'08" W A DISTANCE OF 54.14 FEET; THENCE N 14°38'48" W A DISTANCE OF 74.00 FEET; THENCE N 46°51'44" W A DISTANCE OF 47.65 FEET; THENCE N 19°00'01" W A DISTANCE OF 140.70 FEET; THENCE S 75°55'08" W A DISTANCE OF 200.46 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET A LENGTH OF 282.21 FEET A CHORD BEARING OF S 46°31'11" W AND A CHORD LENGTH OF 269.99 FEET; THENCE S 73°48'16" E A DISTANCE OF 100.07 FEET; THENCE S 24°53'24" E A DISTANCE OF 578.08 FEET; THENCE S 14°45'25" W A DISTANCE OF 66.29 FEET; THENCE S 03°52'51" E A DISTANCE OF 105.23 FEET; THENCE S 34°14'57" E A DISTANCE OF 28.16 FEET; THENCE S 65°34'12" E A DISTANCE OF 50.03 FEET; THENCE S 26°48'00" W A DISTANCE OF 42.94 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET A LENGTH OF 81.57 FEET A CHORD BEARING OF S 42°42'39" E AND A CHORD LENGTH OF 80.83 FEET; THENCE S 29°21'29" E A DISTANCE OF 54.37 FEET TO A POINT OF CURVATURE;

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Fee: \$ 89.00 Doc: \$ 0.00
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State of Oklahoma

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET A LENGTH OF 13.14 FEET A CHORD BEARING OF S 21°49'38" E AND A CHORD LENGTH OF 13.10 FEET; THENCE N 89°47'53" E A DISTANCE OF 62.43 FEET; THENCE S 24°24'03" E A DISTANCE OF 198.93 FEET; THENCE S 16°13'14" W A DISTANCE OF 47.99 FEET; THENCE S 70°30'02" W A DISTANCE OF 99.31 FEET; THENCE N 63°37'54" W A DISTANCE OF 108.73 FEET; THENCE N 33°56'14" W A DISTANCE OF 41.60 FEET; THENCE N 63°12'38" W A DISTANCE OF 111.44 FEET; THENCE N 83°10'27" W A DISTANCE OF 39.38 FEET; THENCE N 52°58'12" W A DISTANCE OF 174.80 FEET; THENCE N 38°23'04" W A DISTANCE OF 602.62 FEET; THENCE S 60°00'00" W A DISTANCE OF 226.07 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET A LENGTH OF 5.66 FEET A CHORD BEARING OF S 60°21'36" W AND A CHORD LENGTH OF 5.66 FEET; THENCE S 01°29'55" E A DISTANCE OF 162.96 FEET; THENCE S 65°31'58" E A DISTANCE OF 45.24 FEET; THENCE S 31°21'21" E A DISTANCE OF 101.18 FEET; THENCE S 73°57'21" W A DISTANCE OF 71.57 FEET; THENCE S 33°58'35" W A DISTANCE OF 72.68 FEET; THENCE S 47°25'35" W A DISTANCE OF 83.34 FEET; THENCE S 19°31'17" W A DISTANCE OF 69.00 FEET; THENCE S 66°10'39" W A DISTANCE OF 32.23 FEET; THENCE N 76°07'40" W A DISTANCE OF 42.79 FEET; THENCE N 42°39'56" W A DISTANCE OF 242.95 FEET; THENCE N 07°00'09" W A DISTANCE OF 58.12 FEET; THENCE N 87°02'16" W A DISTANCE OF 134.36 FEET; THENCE N 53°26'40" W A DISTANCE OF 62.75 FEET; THENCE N 51°35'54" W A DISTANCE OF 52.97 FEET; THENCE N 68°39'19" W A DISTANCE OF 89.27 FEET; THENCE N 34°35'52" W A DISTANCE OF 39.88 FEET; THENCE N 73°15'23" W A DISTANCE OF 61.47 FEET; THENCE N 36°21'25" W A DISTANCE OF 99.04 FEET; THENCE N 71°27'14" W A DISTANCE OF 52.20 FEET; THENCE S 87°35'09" W A DISTANCE OF 84.01 FEET; THENCE S 84°16'52" W A DISTANCE OF 179.65 FEET; THENCE N 00°11'44" W A DISTANCE OF 251.42 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET A LENGTH OF 33.91 FEET A CHORD BEARING OF N 62°30'29" W AND A CHORD LENGTH OF 33.87 FEET; THENCE S 00°11'46" E A DISTANCE OF 380.19 FEET; THENCE S 43°20'09" E A DISTANCE OF 858.69 FEET; THENCE S 76°17'25" E A DISTANCE OF 804.25 FEET; THENCE S 00°08'03" E A DISTANCE OF 156.54 FEET; THENCE S 47°18'19" W A DISTANCE OF 185.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET A LENGTH OF 323.75 FEET A CHORD BEARING OF S 20°44'41" E AND A CHORD LENGTH OF 316.81 FEET; THENCE S 00°08'02" E A DISTANCE OF 105.42 FEET; THENCE S 89°39'25" W A DISTANCE OF 25.00 FEET; THENCE S 00°08'03" E A DISTANCE OF 1013.50 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT, TRACT 1 (A LAKE), WHICH IS SURROUNDED BY THIS PROPERTY. TOTAL AREA LESS TRACT 1 CONTAINS 255.00 ACRES MORE OR LESS.

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02/26/2004 3:07 pm Pg 0458-0496
Fee: \$ 89.00 Doc: \$ 0.00
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