

Rec. & Ret. to:
American Eagle Title Group
421 NW 13th St, Suite 320
Oklahoma City, OK 73103

A

DECLARATION OF COVENANTS AND RESTRICTIONS OF
CHISHOLM CREEK FARMS, SECTION 1

THIS DECLARATION made this 1st day of September, 2015, by THREE JACKS, LLC., hereinafter called "Declarant" or "Developer."

WITNESSETH

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in such community and for the maintenance of the common areas, and further to provide for the development of the community in accordance with a General Plan; and to this end, Declarant desires to subject the real property described on Exhibit "A" which has or will be platted as Chisholm Creek Farms, Section 1, to the covenants, restrictions, easements, charges and liens herein set forth, each and all of which are for the benefit of such property and each Owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create a property owner's association to which should be delegated and assigned the powers of maintaining and administering the common elements, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter set forth, and in exercising such additional authority as in herein granted; and

WHEREAS, Declarant has or will incorporate under the laws of the State of Oklahoma a non-profit corporation to know known as Chisholm Creek Farms Homeowner's Association, Inc. for the purpose of exercising the functions described in the preceding paragraph.

NON, THEREFORE, DECLARANT DECLARES that it is the owner of the real property described on Exhibit "A" to be subdivided pursuant to the Real Estate Development Act of Oklahoma, 60 O.S. Section 851 et seq.. into "Lots" and "Common Areas" under the name Chisholm Creek Farms, and does hereby dedicate to public use all of the utility easements as shown on an recorded plat, including all or part of the Property (Exhibit "A") for all installation and maintenance of utilities to serve Declarant and/or Owners of Lots within the Property. Declarant further declares that in addition to the easements shown on any recorded plat, the Common Areas may be used for drainage and detention of surface water runoff.

AND THE DECLARANT FURTHER DECLARES that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, changes and liens ("Covenants and Restrictions") herein set forth, which shall run with such real property and shall be binding on all parties having or acquiring any right, title, or interest therein, or any part thereof, and such Owner's heirs, devisees, personal representatives, trustees, successors and assigns, and such Covenants and Restrictions being hereby imposed on such real property, and every part thereof as a servitude in favor of each and every other part thereof as the dominant tenement.

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ARTICLE I

Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings.

- 1.1 “Architectural Committee” shall mean either the Declarant, the Board, or a designated architectural committee of the Board, at the time and for purpose specified herein.
- 1.2 “Articles” shall mean the Articles of Incorporation of the Association filed or to be filed in the office of the secretary of State of the State of Oklahoma, such as Articles may from time to time amended.
- 1.3 “Association” shall mean and refer to the Chisholm Creek Farms Homeowner’s Association, Inc.
- 1.4 “Board” shall mean the Board of Directors of the Association.
- 1.5 “Building: shall mean one or more of the building improvements lying within the real estate described on Exhibit “A”.
- 1.6 “Building Limit Lines” shall mean the lines so provided for by section 7.2.5, hereof.
- 1.7 “By-Laws” shall mean the By-Laws of the Association which are or shall be adopted by the Board, such as By-Laws may from time to time be amended.
- 1.8 “Common Elements” mean and include:

1.8.1 All of the area on the Plat of Chisholm Creek Farms and any subsequent plat filed pursuant to Section 2.2 which is not included within the numerically identified Lots on such plat(s) and which may be designed as “Common Area” in said plat(s) (sometimes referred to herein as “Common Area”), including all improvements and entrance(s) island(s), other islands area(s), dumpsters enclosures, light post and lamps, whether or not such improvements are specifically designated on Exhibit “A” hereto;

1.8.2 All Maintained Area(s);

1.8.3 Any easements or right of ways granted to the Developer or Association.

1.9 “Common Expenses” means and includes:

1.9.1 Expenses of administration, maintenance, repair, or replacement, of the Common Elements, including but not limited to those expenses enumerated in this section.

1.9.2 Expenses agreed upon as Common Expenses by the Board;

1.9.3 Expenses declared Common Expenses by the provisions of this Declaration or By-Laws;

1.9.4 Expenses for maintenance of all fences within the Common Area and other fences maintained by Association.

1.9.5 All expenses associated with maintenance, repair, replacement, improvements or otherwise related to the streets, gates and entrances.

1.9.6 Utilities incurred in connection with any Common Area, including water utility expense incurred for grounds maintenance of any Common Area or Maintained Area and any electrical expense incurred for freestanding lights located within any Common Area.

1.9.7 Expenses incurred in connection with repairs and maintenance of any common signage structure.

1.9.8 Expenses incurred in connection with repairs and maintenance of any fountain or other improvements located in Common Area.

1.10 “Declarant” or “Developer” shall mean Three Jacks, LLC. with its principal place of business in Oklahoma City, Oklahoma, its successors and assigns.

1.11 “Declarant” shall mean the entirety of this instrument entitled Declaration of Covenants and Restrictions of Chisholm Creek Farms, including all Exhibits hereto.

1.12 “General Plan” shall mean the General Plan of Development for Chisholm Creek Farms as delineated by this Declaration, the recorded subdivision plat and subsequently recorded plats and the Master Plan.

1.13 “Lots” shall mean a tract of land so designated upon any now or hereafter recorded plat of The Property and any additional property platted pursuant to Section 2.2.

1.14 “Maintained Area” shall mean any part of any Lot that Declarant of Association determines should be maintained by Declarant of Association for that part of a Lot which is adjacent to the street for the purpose of continuity in the esthetic appearance of The Property. Maintained Areas include but are not necessarily limited to areas designated to hold or drain surface waters, and utilities in or association with the Common Elements. Replacement of any landscaping shall be the responsibility of the individual Lot Owners. Maintenance and replacement of sidewalks and water sprinkler systems on each Lot shall be the responsibility of the individual Lot Owner. The Association reserves the right to designate additional Maintained Areas hereafter.

1.15 “Master Plan” shall mean The Master Development Plan and Design Statement, final plats, this document, engineering plans and specifications, surveys, this Declaration and any amendments or additions hereto, the By-Laws, and any amendments or additions thereto, and any other formal documents relating to the development of properties, all of which are subject to the applicable PUD ordinance(s) for the City of Oklahoma City.

1.16 “Member” shall mean those persons so defined in Section 3.1 and 3.2 below.

1.17 “Occupancy” of any Lot shall mean that point in time when the Owner or anyone authorized by the Owner moves into a building unit located thereon.

1.18 “Owner” shall mean the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure; nor shall such term include any other who has an interest merely as security for the performance of any obligation.

1.19 “Person” shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.20 “Plat”, “Planned Unit Development” or “PUD” shall mean all documents filed and approved by the City of Oklahoma City, together with Oklahoma City’s ordinances related thereto involving on Exhibit “A”.

1.21 “Rules” shall mean the rules of the Association adopted by the Board, as they may be in effect from time to time.

1.22 “The Property” shall mean the real property described on Exhibit “A”.

1.23 “Unplatted Property” shall mean that portion of the property for which no plat has been filed. Upon the filing of a plat for any portion of unplatted property, that portion shall no longer be considered unplatted property.

1.24 “Visible from Neighboring Property” shall mean, as to any given object, that such object is visible to a person 6 feet tall, standing on any part of such neighboring property at an elevation of the base of the object being viewed.

ARTICLE II

Property Subject to this Declaration and Additions Thereto

Section 2.1 Initial Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Oklahoma City, Oklahoma, and shall be that portion of the Property which is platted as Chisholm Creek Farms, Section 1 (Exhibit “A”), which property is initially subject hereto and referred to as “Initial Property”.

Section 2.2 Intent for Future Plats Within Existing Property. The Declarant reserves the right to plat additional property contiguous to The Property or contiguous to any additional property platted pursuant to the terms of this Section 2.2 (“Additional Property”). When such Additional Property is platted, Declarant reserves the right to declare such Additional Property to be subject to all terms and conditions of this Declaration. Declarant reserves the right to modify any of the provisions hereof for such Additional Property, or at Declarant’s option, to use that portion of the Additional Property in any manner Declarant might choose, subject only to compliance with applicable laws and the ordinances, rules and regulations of the State of Oklahoma and the City of Oklahoma City.

Section 2.3 Modification of Plat or PUD. As long a Declarant owns any interest in the Property, Declarant retains the right to modify, change or amend the Plat or PUD without approval of any other Owner or any other Party, except the City of Oklahoma City.

Section 2.4 City of Oklahoma City. The use and enjoyment of the property covered by this Declarant is subject to all ordinances of the City of Oklahoma City, Oklahoma County, Oklahoma. Accordingly, in order that the public interest may be protected, the City of Oklahoma City shall be considered a beneficiary of the Covenants and Restrictions herein pertaining to such matters as location of uses height of structures, setbacks, screening, maintenance of common facilities and access. The City of Oklahoma City shall have the right to enforce compliance therewith. Further, the Parking Areas within the The Property shall always be open to police, fire and other official vehicles and all state, federal, county and city agencies and subject to all traffic regulations of these agencies. Provided the Association may take action to abate any nuisance or address any minor traffic issues. The City of Oklahoma City Police has enforcement authority of municipal traffic codes within The Property. Law enforcement officials, including, but not limited to, the City of Oklahoma City Police Department, are specifically invited into the Property for law enforcement investigation purpose, including, but not limited to, public inspection.

Section 2.5 Special Amendment. As long as Declarant owns any interest in The Property, Declarant reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration to comply with requirements or request of any governmental entity having jurisdiction of any portion of The Property. Each deed, trust, or other evidence of obligation or 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 this power of the Declarant. No Special Amendment made by Declarant shall affect or impair the lien of any first mortgagee upon a Lot of any warranties made by an Owner or first mortgagee in order to induce any of the above to make, purchase, ensure or guarantee the first mortgage on an Owner's Lot.

Section 2.6 Amendment as to Upsold Lots and Waiver. As long as Declarant owns any Lot, Declarant hereby reserves the right to revoke or amend those Declarations, by Written instrument filed or record in the office of the Oklahoma County Clerk, in regard to any Lot owned by Declarant. The Declarant shall have the power to grant any Owner a waiver, variance, or exception of and from any of the provisions of this Declaration.

ARTICLE III

Membership and Voting Rights in Association Powers and Duties

Section 3.1 Membership. Membership in the Association shall be restricted to Lot Owners, and each Lot Owner shall be a Member of the Association, Memberships shall become effective on the day an individual or entity becomes a Lot Owner. The Declarant's membership shall become effective upon creation of the Association. All powers of the Association may be executed by the Declarant until the formal creation of the Association.

Section 3.2 Effective Date of Subsequent Membership. When Additional Property is platted, and if Declarant subject that property to this Declaration, each Lot Owner with respect to each Lot therein shall become a Member of the Association. Such membership shall become effective on that day an individual or entity becomes a Lot Owner The Declarant's membership shall become effective upon the final plat of any such Additional Property.

Section 3.3 Voting Rights. Members, except for Declarant as set forth below, shall be entitled to one vote for each Lot in which they hold interest. Declarant shall have three votes for each Lot owned by Declarant. When more than one person holds such interest or interests in a Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot, Declarant shall have one vote for each Lot owned by Declarant, Notwithstanding any other provisions hereof, Member shall not have Voting Rights until Declarant conveys all Common Areas to the Association, Prior thereto, Declarant reserves all Voting Rights of the Association.

Section 3.4 Powers and Duties. The Association shall have the powers and duties contained in the "By-Laws", In addition the Association shall have the following Powers and Duties:

- a. The Association shall acquire and pay out of the assessment levied and collected in accordance herewith, for all Common Expenses.
- b. Except as otherwise provided herein, the Association shall maintain or cause the Common Elements and the landscaping, improvements, facilities, and structure thereof to be maintained and kept in a good state of repair, and acquire for the Association and pay

- from assessments for such services, equipment, maintenance, and repair as it may determine are necessary in order to keep and at all times maintain the Common Elements improvements, and facilities thereon in a good and sanitary state of condition and repair.
- c. Expect as to the taxes, levies or assessments levied separately against an individual Lot and/or the Owner thereof, the Association shall pay all taxes, real and personal, and assessments, bonds and levies which are or would become a lien on the Common Elements.
 - d. The Association, at any time, and from time to time, may establish, in accordance with the By-Laws, such uniform rules and regulations as the Association may deem reasonable in connection with the use, occupancy and maintenance of the Common Elements by Owners, their guest, invitees and licensees, and the conduct of such persons with respect to vehicles, parking, bicycle use, use and parking of trucks and vans, facilities constructed on the Common Elements and other activities which if not so regulated, might detract from the appearance of the Common Elements or be offensive to or cause inconvenience, noise or damage to persons occupying The Property or visiting the Common Elements. The Association shall send a copy of such rules and regulations, together with all amendments and additions thereto, to each Owner upon receiving written notice of this status as an Owner.
 - e. The Association may contract for a security service, and cause such services to be maintained as a Common Expense, provided that the decision to provide for a security service be at the sole option and discretion of the Association or Declarant.
 - f. Except for any of mortgages incurred by Developer for development purpose whether now existing or incurred thereafter, no Common Area can be mortgaged or conveyed without the consent of at least eighty percent (80%) of the Lot Owners and the Consent of the Declarant as long as Declarant owns any interest in any lot.

Section 3.5 Enforcement. The Association and Declarant shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner. Further, each Owner shall be entitled to enforce the provisions of this Declaration to the extent authorized and permitted.

Section 3.6 Registration and Mailing Addresses of Owners; Association Address. Each Owner shall register his/hers/its mailing address with the Association. Notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner as such registered mailing address. All notices or demands intended to be served upon the Association shall be served on the Secretary of the Board of Directors of the Association or upon the service agent of the Association as reflected in the office of the Secretary of State of the State of Oklahoma.

ARTICLE IV

Property Rights in Common Elements and Description of Easements

Section 4.1 Members' Easements of Enjoyment. Subject to the provisions of Section 4.4, each Member shall have a right and easement of enjoyment in and to the Common Elements and such easement shall be appurtenant to and shall pass with the title to every Lot. All property not lying within the boundaries of a Lot as reflected on Exhibit "A" has or will eventually be dedicated and/or platted and conveyed to the Association as Common Area of Chisholm Creek Farms. The right and easement of the Members with respect to Common Area may be limited, restricted or suspended by the Declarant during any time construction or maintenance is occurring within the Common Area.

Section 4.2 Conveyance of Common Elements. Declarant shall have the discretion to determine when to convey to the Association the Common Elements. Declarant shall have the discretion to make such conveyance(s) by one or more instruments at various times. Provided, if not sooner conveyed, the Common Elements shall be conveyed to the Association when Declarant no longer owns an interest in The Property.

Section 4.3 Blanket Easement for Utilities or Police, Fire, Ext. for Maintenance and Repair to Common Elements. There is hereby created a blanket easement in, on, through, upon across, over and under all of the Common Elements for ingress and egress, installation, replacement, repair and maintenance of all Common Elements improvements and all utilities; including, but not limited to water, sewer, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the electrical and/or telephone company providing service to erect and maintain the necessary poles, underground lines, and other necessary equipment on said Common Elements and to affix and maintain electrical and/or telephone wires, circuits, and conduits on, above, across and under the roof and exterior walls of the building, if any, upon the Common Elements and to affix and maintain electrical and/or telephone wires, circuits, and conduits on, above, across and under the roof and exterior walls of the buildings, if any, upon the Common Elements. An easement is further granted to all police, fire protection and ambulance personnel, and all similar persons to enter upon the Common Elements in the performance of their duties. Further, an easement is hereby granted to the Declarant and to the Association to enter in, onto, above, across or under the Common Elements and any Lot perform the duties of improvements, maintenance and repair to the Common Elements. Notwithstanding anything contrary contained in this paragraph, no sewers, electrical lines, water lines, other utilities may be installed or relocated on said Common Elements except as approved by Declarant or the Association. Should any utility furnishing a service covered by general easement herein provided request a specific easement, Declarant or the Association may grant such an easement to the Common Elements by a separate recorded instrument without conflicting with the terms hereof and without consent of the Owners being required. The easements provided for in this paragraph shall in no way affect any other recorded easement to said Common Elements.

Section 4.4 Limitations Upon Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following.

4.4.1 The right of the Declarant, so long as it holds legal title thereto, or the Association, to convey to any public agency, authority, or utility, easements for drainage or underground utility purpose across any part of the Common Area, provided that the proposed design and location of such drainage and underground facility be first submitted in writing to and approved by the Architectural

Committee and further provided that the Architectural Committee's approval shall be in writing, and may be qualified upon the satisfaction of specified conditions, but further provided that in the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans have been submitted to it, or in any case, if no suit to enjoin the construction of the proposed facility has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed satisfied;

4.4.2 The right of the Association to dedicate or convey all or any part of the Common Area, to which it has acquired legal title, to any public agency, authority, or utility for such purpose other than those specified in Section 4.4.1, above, and subject to such conditions as may be agreed to by the Members, provided, that no such dedication or conveyance by the Association, as to the purpose or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds ($\frac{2}{3}$) of the votes of the membership has been recorded agreeing to such dedication, conveyance, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken.

Section 4.5 Damage or Destruction of the Common Elements by Owners. In the event any part of the Common Elements is damaged or destroyed by the Owner, a Member of an Owner's family or any of an Owner's invitees, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repair shall be promptly paid by such Owner, upon demand, to the Association and the Association may enforce collection of the same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments. For the purpose of this provision, the term "Owner's Invitee" is intended to be interpreted broadly and shall include, but not be limited to, the guest of an Owner, the guest of an Owner's family Members, lessees and the guest and invitees of any lessee.

Section 4.6 Additional Common Area. The Declarant reserves the right to determine additional Common Area(s) subsequent to the filing of any plat on any portion of the platted property the ownership of which is retained by Declarant.

Section 4.7 Easement for Perimeter Fence. Declarant hereby reserves and easement for the installation and maintenance of a perimeter fence along any Lot or Common Area boundary line. Declarant shall have the right, but not obligation, to install and maintain such fence at such locations as Declarant determines, Declarant further reserves the right to assign the responsibility for maintenance of such fence, in whole or in part, to Association. In such event Association shall be deemed to have easement for the maintenance of such fence. The easement created by this section shall include a reasonable area on either side of such fence for the purpose of exercising the rights granted by this section.

Section 4.8 Easement for Maintenance and Improvements: The Association and Declarant are hereby granted an easement as necessary to install and/or maintain the Common Elements and Maintained Areas.

Section 4.9 Easement for Future Development: Declarant hereby reserves an easement for ingress and egress over and across all Common Elements for development of property adjacent to Chisholm Creek Farms.

Section 4.10 Taxation of Common Areas: The Common Area has little or no market value separate and apart from the ownership of the Lots within The Property. This Declaration authorizes the County Assessor and the County Treasurer of Oklahoma County, Oklahoma, the option of separately assessing and taxing the Common Area, or of treating the same as an appurtenance to each individual Lot for ad valorem tax purpose only, and including undivided 1/101 of the value of the Common Area as part of the value of each of the 101 Lots in Chisholm Creek Farms, Section 1.

ARTICLE V

Covenant for Assessment

Section 5.1 Creation of the Lien and Personal Obligation of Assessments.

5.1.1 The Declarant, for each Lot owned by it within The Properties, hereby covenants, and, except as provided in Section 5.1.2 below, the Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual maintenance assessments; (2) special assessments for capital improvements, both of which assessments are to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance and special assessments, together with such interest thereon and cost of collection continuing lien upon the Lot against which each such assessment is made. Such lien shall be paramount and superior to any exemption provided by law. Each such assessment, together with such interest thereon and cost of collection thereof as in hereafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due.

5.1.2 Assessments shall be payable by the Lot Owner upon formation of the Association, prorated from the remainder of that calendar year. Thereafter, assessments shall be payable on the first day of each calendar year. Provided, at no time shall Declarant be responsible for the payment of any assessments for any Lot or Unplatted Property within the existing Property.

5.1.3 Unless otherwise paid pursuant to terms thereof, when assessments become payable the Association or Declarant shall give notice to the Lot Owners thereof, and such assessment shall be paid within thirty (30) days of receipt of the said notice.

Section 5.2 Purpose of Assessments

5.2.1 The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Lot Owners and in

particular for the payment of Common Expenses including, but not limited to, the improvement, maintenance, repair and operation of the Common Elements and related to the use and enjoyment of the Common Elements.

5.2.2 Only the Declarant, or its agents, representatives, or contractors, shall be authorized to maintain or improve those parts of the Common Elements to which the Declarant still holds legal title.

Section 5.3 Basis for Annual Assessments. The initial annual maintenance assessment shall be \$150.00 per Lot. The annual maintenance assessment may be increased by a vote of the Members as hereinafter provided in Section 5.5. The board may, after consideration of current maintenance cost and future needs of the Association, fix the actual maintenance assessments at a lesser amount. Declarant shall not be assessed any special assessment whatsoever. Provided, Declarant and the Board, if created, reserved the right to waive any annual assessment. Waiver of any annual assessment shall not affect the obligations to pay other assessments then due thereafter become due.

Section 5.4 Special Assessments for Capital Improvements. In addition to the annual maintenance the assessments authorized by Section 5.3 thereof, 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 or reconstruction, repair or replacement of a described capital improvement within the Common Elements, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least fifteen (15) days in advance and which shall set forth the purpose of meeting, and subject to the quorum provisions of Section 5.6. below, and provided further, that the maximum amount of any special assessment which may be assessed against any Member in any assessment year shall not exceed an amount equal to twice the maximum annual maintenance assessment for the same year. The due date of any special assessment provided for in Section 5.4 hereof shall be fixed in the resolution authorizing such assessments.

Section 5.5 Change in Basis and Annual Assessments. The Association may charge the annual maintenance assessment fixed by Section 5.3 hereof, prospectively for any one year period and at the end of such one year period, for each succeeding period of one year, provided that any such change shall have the assent of a majority of the vote of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least fifteen (15) days in advance and which shall set forth the purpose of the meeting, and subject to the quorum provisions of Section 5.6. below

Section 5.6 Quorum for Any Action. The presence at the meeting of Members, or of proxies, entitled to cast fifty percent (50%) of all votes of the membership shall constitute a quorum.

Section 5.9 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of the Association.

5.9.1 If any assessment is not paid on or before the due date then such assessment shall be delinquent and until paid shall be a lien on the Lot. The personal obligation of the Lot Owner to pay such assessment shall continue until paid and shall pass to the successor in title.

5.9.2 If the assessment is not paid within fifteen (15) days after the delinquency date, the assessment shall bear interest from the date of delinquency at 18% per annum. The Association may bring legal action against all Lot Owners personally obligated to pay the same and/or an action to foreclose the lien against the Lot. There shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgement is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the cost of the action.

Section 5.10 Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Lot subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not, however, relieve such Lot from Liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment. Mortgagees are not required to collect assessments. The failure to pay assessments does not constitute a default under any government insured mortgages.

Section 5.11 Exempt Property. All Common Elements shall exempt from the assessments, charges and liens created herein.

ARTICLE VI
Architectural Control

Section 6.1 Review. No construction of any type, including but not limited to, any building, fence, walk, driveway, wall or other structure or improvements shall be commenced, erected or maintained upon The Property, including the Common Area, nor shall any exterior addition to or change or alteration be made, or any alteration to the topography until the plans and specifications, including a plot plan showing the location of the proposed improvement(s) with respect to topography, finished ground elevations, and in relation to front building and side Lot setback lines, and showing the nature, kind, shape, heights, materials, elevation and location of the same shall have been submitted to and approved in writing as to harmony of external design and locations in relation to surrounding structures and topography by the "Architectural Committee", which shall, as used herein, mean either (a) the Declarant so long as the Declarant owns any interest in The Property or (b) thereafter the Board, or a committee composed of three (3) or more representatives approved by the Board, shall become the "Architectural Committee". With

respect to all such submission, the judgement of the Architectural Committee fails to approve or disapprove any such design and location within thirty (30) days after the required plans and specifications have been submitted to it, or in any case, if no suit to enjoin the construction, addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed to have been fully satisfied. Any such decision by the Architectural Committee approving or disapproving any structure or any builder shall be final and binding on all parties.

Section 6.2 Enforcement: Right to Correction Violations. In the event any dwelling, building, fence, wall or other improvement or structure shall commenced, erected, or placed upon any Lot otherwise than in accordance with the provisions and requirements of this paragraph then the same shall be considered to have been undertaken in violation of this paragraph and without the approval of the Architectural Committee required herein. Upon written notice from the Architectural Committee, such dwelling, building, fence, wall or other structure or improvements shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violations occurred. A statement for the amount thereof shall be rendered to the Owner of said Lot and an obligation of the Owner, and may be enforced as provided herein. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable daylight hour for the purpose of ascertaining whether any violation of the provisions of this paragraph or any of the other provisions or requirements herein, exist on such Lot; however, no such entry and inspection shall be taken without a resolution of the Architectural Committee of the Board of Directors, and after reasonable notice to the Owner of such Lot. Neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 6.3 Fees. A fee may be charged by the Architectural Committee for the review specified in Section 6.1 or for any waiver or consent provided for herein. Before any fee is charged a fee schedule shall be approved by the Board.

Section 6.4 Proceeding With Work. Upon receipt of approval as provided in Section 6.1, the Owner shall as soon as practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 6.1.

Section 6.5 Approved of Builder/Contractor. No construction of any type, including any construction described in Section 6.1 above, shall occur upon any Lot until the builder/contractor has been approved in writing by Architectural Committee.

ARTICLE VII

Land Classification, Permitted Uses and Restrictions

Section 7.1. Land Classification. All Lots in Chisholm Creek Farms are hereby classified as Detached Single Family dwelling lots for the exclusive use and benefit of the Owner thereof, unless otherwise

Section 7.1. Land Classification. All Lots in Chisholm Creek Farms are hereby classified as Detached Single Family dwelling lots for the exclusive use and benefit of the Owner thereof, unless otherwise designated on the Master Plan. No gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any residence or detached structure located thereon, except for Declarant's office. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all terms and provisions herein, and the Rules.

Section 7.2 Building Restrictions

7.2.1 Minimum Building Size for Chisholm Creek Farms. If any setbacks are different than shown on the plat, the more restrictive setbacks shall apply.

A. Full Size Lots - 55 foot : These smaller lots are designed by the following block and lot numbers:

Block 2, Lots 1, 8-9, 15-20, 25-29 Block 4, Lots 5-28
Block 5, Lots 1-8 Block 7, Lots 1, 6-10

B. Premium Lots - 60 foot plus and cul de sac: These larger lots are designed by the following block and lot:

Block 1, Lots 1-6 Block 2, Lots 2-7, 10-14, 21-24, 30-31
Block 3, Lots 1-15 Block 4, Lots 1-4, 29 Block 5, Lots 9
Block 7, Lots 2-5

In case of a one and one-half story or two story structure, the ground floor shall in no event be less than 1,200 square feet.

The minimum building size for Additional Property made subject hereto under Section 2.2 shall be established at the time of platting by the Declarant but in no event shall the minimum building size be less than as set forth in Section 7.2.1.

7.2.2 Maximum Height. A dwelling may be one story, one and one-half stories, split level or two stories in height. Eaves, steps and open porches shall be considered a part of the dwelling; provided, however, that this shall not be construed to permit any portion of the dwelling on a Lot to encroach upon another Lot.

7.2.3 Exterior Building Materials. The outside wall structure of the ground floor living area of any dwelling shall be at least seventy percent (70%) brick veneer, stone or masonry products (excluding all exterior doors and windows). Thirty percent (30%) may be of frame or other materials that blend well with brick veneer, stone, or masonry to be used. The principal exterior of any two story residence shall be at least fifty percent (50%) brick veneer, stone, or masonry product and fifty percent (50%) may be framed or other materials which blend together with brick veneer, stone, and masonry. Any deviation from the above must be approved by the Architectural Committee.

No solar panels or other solar energy devices shall be allowed to extend more than two (2) feet in height from the top of the house. This provision is not intended to prohibit

solar panels or energy devised by merely to limit the design thereof. No window air conditioning units may be visible from any street Lot.

7.2.4 Garage and Carports. No dwelling constructed after the date of this Declaration shall be constructed on any Lot unless it has an attached garage with capacity sufficient for at least two (2) cars. No carports shall be allowed. No garage or outbuilding on any lot shall be used as residence or living quarters.

7.2.5 Roofs. The roof covering on homes and other improvements on any Lot must be consistent in appearance, quality, and life safety features, thereby benefitting all of the Lots and Owners. Therefore, the roof covering for all homes and improvements on any Lot shall be composition, no less than 235 pounds or equivalent, 25 year weathered wood color, and shall have the Timberline look. Metal roofs can be used up to ten percent (10%) and must be approved by the Architectural Committee. All other roofing materials to be used shall be subject to the approval in writing in advance by the Architectural Committee. All roofs must have at least a 4/12 pitch, unless otherwise approved by the Architectural Committee.

7.2.6 Building Limit Lines. No building, or any part thereof, shall be located nearer to the front lot line or side street lot line than the building setback lines shown on the recorded plat. The side lot limit line of a one story structure each side of the main structure, shall be a minimum of five (5) feet, and a minimum of five (5) feet for a two story structure. No structure shall be placed on two lots. The distance between buildings on adjacent lots shall be a minimum of ten (10) feet. Outbuilding located sixty (60) feet or more from the front building line may be located three (3) feet from a side lot line. No dwelling shall be located on any lot nearer than ten (10) feet to the rear lot line. Setback from street to house front are determined by the Chisholm Creek Plot Plan, any deviation of setbacks must have prior written approval.

7.2.7 Signs. No sign or billboards exceeding six (6) square feet in area shall be permitted on any Lot or Common Element without the prior written consent of the Association; however, this prohibition shall not apply to the Declarant in the initial sale of such Lots.

7.2.8 Lawns, Septic Tanks and Sprinkler Systems. Lawn sodding and all landscaping must be completed on each Lot prior to closing and occupancy. No septic tanks shall be constructed and/or used on any lots in Chisholm Creek Farms.

7.2.9 Clothes Lines. No outside clothes line shall be allowed.

7.2.10 Outbuildings. Every outbuilding erected on any Lot shall correspond in style and architecture to that which it is appurtenant and shall be approved in writing by the Architectural Committee. The type of roof will be the same as the residence of the Lot (weather wood). The building shall not exceed more than eight (8) feet in height.

7.2.12 Fences. No fence, garage or enclosure of any type of nature whatsoever shall be constructed, erected, placed, or maintained forward of the front building limit or setback line on each Lot, as same as shown on the recorded plat thereof; however, it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape front yards. No double fencing is allowed. If there is an existing fence that abuts a Lot, the fence must join. Cyclone and other metal fencing is prohibited. All fences shall be six (6) feet in height and of stockade style with steel post.

7.2.13 Landscaping. A landscape plan, showing the location of planting beds or other areas and a description of the plant material including size and species, must be present to the Architectural Committee along with any building plans at the time of initial approval. Each complete house must have at least two (2) trees measuring two (2) inches in diameter each. A minimum of eight (8) three (3) gallon bushes must be planted. All Lots shall be soded.

7.2.14 Waste. No waste shall be committed on the Common Elements. Any damage or waste to Property within the Common Elements, including landscaping damage, shall be responsibility of any Owner who causes, or whose employees, guest or tenants cause any such waste or damage, and shall be assessed against the Owner's Lot and collected in the same manner as other assessments herein.

7.2.15 Grading Excavation. No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the adjacent property and/or the minimum or maximum subsurface utility line, pipe, wire or easement. Any such interference, encroachment, alteration, disturbance or damage due to negligence of an Owner or his agents, contractors, or representatives will be responsible of such Owner, and the Owner of the line, pipe, wire, or easement may affect all necessary repairs and charge the cost of the same to such Owner.

7.2.16 Moving Existing Buildings Onto a Lot Prohibited. No mobile homes, manufactured or existing structure may be moved onto any Lot from another location, except as temporary sales and/or construction office as approved by Declarant.

7.2.17 Completion of Construction. Construction in accordance with plans and specifications approved by the Architectural Committee shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Committee (whether by affirmative action or by forbearance action, as provided in Section 6.1), and shall be substantially completed within nine (9) months following the date of commencement, or within such longer period as the Architectural Committee

shall specify. In the event construction is not commenced within the period aforesaid, then approval of plans and specification by the Architectural Committee shall be conclusively deemed to have lapsed, and compliance with the provisions of Section 6.1 shall again be required. There shall be no deviation from plans and specifications approved by the Architectural Committee without prior consent in writing of the Architectural Committee. Approval for use in any Lot of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use upon any other Lot or Lots.

7.2.18 Utilities. No Owner shall demand or require the furnishings of such service through or from overhead wiring facilities. All utility services shall be delivered to all building through an underground distribution system.

7.2.19 Mailboxes. The location and style of all mailboxes placed at the curb of any Lot must be approved by Architectural Committee. Each home shall have a cast stone “address block” placed either on the mailbox or front of the home. All mailboxes shall be constructed with same materials as the residence to which it is appurtenant.

7.2.20 Driveways. All driveways entering residential Lots or building sites must be concrete not less than eighteen (18) feet in width at the entrance, with an adequate turning radius. Adequate drainage structures, if required, must be installed by individual Lot Owners prior to the construction of a driveway or entrance to a Lot or building site. This includes temporary driveways during construction. Such drainage structures must be in accordance with the predetermined standards by the City of Oklahoma City. No driveway shall be constructed or altered without the prior written approval of the Architectural Committee, which shall consider the location, appearance, design and materials of said driveway and the effect the driveway may have on drainage affecting the Common Elements of any other Lots.

7.2.21 Parking of Vehicles. No vehicles of any kind shall be allowed on unpaved portions of the Common Areas or any unpaved portion of any Lot, except as necessary for maintenance purpose. “On-street” parking is prohibited. No parking and/or storage of trailers, boats, and/or other vehicles which are not normally used everyday transportation will be allowed on the streets or lots except where adequate screening have been previously provided which the Architectural Committee has given written approval. No commercial vehicles, no overnight parking of trailers, boats, campers, or recreational vehicles.

7.2.22 Recreation Equipment. Basketball goals, or other related recreational equipment, must be freestanding and positioned behind the front building line of the home. Basketball hoops and goals attached to the home or garage are prohibited.

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7.2.23 Swimming Pools. Above ground swimming pools shall not be allowed, other than smaller, movable children's pools with a capacity of 150 gallons or less.

7.2.24 Drainage Easement(s). No fence, structure, plating or other materials shall be placed or permitted to remain within any drainage easements shown on the plat or otherwise granted, which may damage or interfere with, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. No conveyance by Declarant of any Lot, or any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even through the conveyance purports to convey the Lot in fee simple, or by other language purports to convey Declarant's entire interest therein, such effects shall only arise if the conveyance specifically recites it to be the intention of Declarant thereby convey or release the easements.

7.2.25 Exterior Lights. Outdoor lighting fixtures, including, but not limited to, flood lights, security lights, lamppost, directional lights, landscape lighting and any other yard lighting, must be approved by the Architectural Committee and must not be offensive to any adjoining Lot Owners. No public utility provided "bright lights" or "security lights" are permitted without approval of the Architectural Committee.

7.2.26 Surface Drainage. Each Lot shall receive and drain in an unobstructive manner the storm and surface waters from Lots, the Parking Area and drainage areas of higher elevation on and adjacent to The Property and from public streets, Common Areas and easements. No Lot Owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and/or surface waters over across the Lot. The Architectural Committee may, in its discretion, waive in whole or in part, the restrictions of this section.

7.2.27 Stemwalls. All buildings must be constructed with Post-Tension, Monolithic, and/or dug footing foundations.

7.2.28 Diseases and Insects. No Owner shall permit anything or condition to exist upon any Lot which shall include, breed or harbor infectious plant diseases or noxious insects.

7.2.29 Model(s). Declarant and its employees and agents may maintain a business, construction and sales office, model and other sales facilities necessary or required until

noxious odors, dusts, gases, fumes or other such materials or which will in any manner violate any applicable zoning ordinance and/or regulations enacted by any duly constituted governmental authority. The Board shall have the authority to declare the existence of a nuisance and the decision of the Board in making such declaration shall be binding. Any Lot Owner shall have the right to file a complaint to abate any nuisance, in writing, with the Board. If the Board does not resolve in the District Court of Oklahoma County, Oklahoma, for abatement of such nuisance.

7.2.31 Mineral Drilling. Except for Declarant, and then only with the permission of the City of Oklahoma City, no drilling or puncturing of the surface for oil, gas or other materials or hydrocarbons within the property shall be permitted. Declarant may drill water wells for irrigation.

7.2.32 Livestock. The keeping of any poultry, cattle, horses, or other livestock of any kind or character is prohibited within the property.

7.2.33 Exclusion of Developer. This article does not apply to the Developer. The Developer reserves the right to develop The Property in Developer's discretion.

7.2.34 Variances. As to any Lot, the limitations and restrictions of Article VII may be waived or modified by the Architectural Committee, upon written application made in advance by the Lot Owner seeking a variance, as to which the judgement of the Architectural Committee shall be conclusive; provided, however, that if the Architectural Committee fails to approve or disapprove such application within thirty (30) days after its receipt, the application shall be deemed approved.

7.2.35 Storage Shelters and Safe Rooms. Can be placed in the garage, house room, or in the back yard that is fenced. Any other location shall be approved by the Architectural Committee.

7.3 Transfer of Rights. Declarant shall be deemed to have transferred its rights and obligations under this Article to Association when Declarant no longer owns an interest in the property.

ARTICLE VIII

General Restrictions

Section 8.1 Use of Lots. Each Lot in Chisholm Creek Farms, with the exception of the Common Areas, shall be exclusively for residential purpose in accordance with Section 7.1 above. Notwithstanding anything contained within this Declaration to the contrary, the Declarant and/or the Association may maintain such offices or other facilities as are necessary for the conduct of the Declarant and/or Association's business and the upkeep and maintenance of the Common Elements.

Section 8.2 Replacement of Damaged or Destroyed Building. In the event of a total or partial destruction of any building improvement on a Lot, any replacement building improvement shall be constructed as nearly as possible to be identical to the original. All plans for the construction of replacement improvements shall be submitted to the Declarant as long as Declarant owns any interest in The Property and thereafter to the Architectural Committee. An Owner must obtain written approval from the Declarant, or the Architectural Committee as appropriate, prior to commencement of any reconstruction.

Section 8.3 Certificate of Compliance. Upon completion of the construction or alteration of any building, fence, wall or other improvement in accordance with plans and specifications approved pursuant to this Declaration, Declarant, or the Architectural Committee if Declarant no longer owns an interest in The Property, at the request of the Owner, shall issue a Certification of Compliance which shall be prima facie evidence that the building and all improvements referenced in such Certificate have been approved by the Declarant or Architectural Committee and constructed in full compliance with the provisions of this Declaration.

Section 8.4 Storage of Building Materials. The Declarant reserves the right to designate specific areas and to change such designation from time to time for the storage of building materials. Otherwise, no building material of any kind of character shall be placed or stored upon the property line of the Lot upon which the improvements are to be erected and shall not be placed in the Parking Area.

Section 8.5 Vacant Lots. No trash, ashes, brush, clippings, sand or other refuse may be thrown or dumped on any vacant Lot or Common Area.

Section 8.6 Storage Tanks. No tank for the storage of oil or other fluids may be maintained about the ground and outside an authorized structure on any of the Lots.

Section 8.7 Boats, Trailer, etc. Boats, trailers, motor homes, or other recreational vehicles may not be parked, kept or maintained on any Lot.

Section 8.8 Temporary Residences. Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence except during the construction period, and then only by a workman or watchmen and with the prior written approval of the Architectural Committee.

Section 8.9 Repair of Buildings and Improvements. No building or improvement upon any Lot shall be permitted to fall into disrepair, but shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 8.10 Garage, Trash Containers and Collections. The storage of trash, ashes, or other refuse, except in normal receptacle, is prohibited. Further, no trash, garbage cans or receptacle of any kind shall be left outside, except on days so designed by the City of Oklahoma City for the collection thereof. Leaves, underbrush or other unsightly growths shall not be permitted to grow or remain on Common Elements. No trash, ashes or other refuse may be thrown in any other Owner's Lot or in or on Common Elements.

Section 8.11 Antennae and Satellite Dishes. Other than television antennae and television satellite dishes, no antennae of any type, including, but not limited to, transmitting antennae or radio antennae, are permitted.

Section 8.12 Prohibition of Splitting or Subdivision of Lots. No Lot shall be subdivided, divided, or split without the approval of the Architectural Committee. No Lots shall be combined for construction of a single building.

Section 8.13 Security. Law enforcement officials, including, by not limited to the City of Oklahoma City Police Department, are specifically invited into The Property for law enforcement and investigation purposes, including, but not limited to public inspection. The association and Owners are not prohibited from contracting separately for private security.

Section 8.14 Household Pets, Care and Restraining; Limited on Number; Indemnification by Owners. No animals shall be kept within the Real Estate Development except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint as not to be obnoxious or offensive or account of noise, odor or unsanitary conditions. No savage or dangerous animals shall be kept. No more than three (3) household pets may be kept without written permission of the Association. No pets may be permitted to run loose within the Real Estate Development, and any Owner who causes any animal to be brought or kept within the Real Estate Development shall indemnify and hold harmless the Association for any loss, damage, or liability which the Association may sustain as a result of the presence of such animal on the premise, whether or not the Association has given its permission therefore.

Section 8.15 Declarant Easement. Declarant retains an easement(s) as may be reasonably necessary for the purpose of discharging Declarant's obligation or exercising Declarant's rights described herein.

ARTICLE IX

General Provisions

Section 9.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to be benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, devisees, personal representatives trustees, successors and assigns, from a term of twenty-one (21) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds ($\frac{2}{3}$) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided that no such agreement to change shall be effective unless made and recorded six (2) months in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 9.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mails,

postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 9.3 Enforcement. Enforcement of those covenants and restrictions shall be by proceeding at law or in equity by the Association of any Lot Owner against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by those covenant, provided, that failure by the Association or any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any suit brought hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees.

Section 9.4 Right to Assign. The Declarant by appropriate instrument may assign or convey to any person any or all the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may at their sole option exercise, transfer or assign such rights, reservation, easements, and privilege or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

Section 9.5 Invalidity of Any Provision. Should any provision of this document be declared invalid or in conflict with any law of the jurisdiction where the Project is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

Section 9.6 Amendments. Any amendment must be recorded and shall become effective upon being recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

Section 9.7 Conflict of Project Documents. If there is any conflict among or between the Project documents, the provisions of this Covenants, Conditions and Restrictions shall prevail; thereafter, priority shall be given to the Project documents in the following order: Plats, By-Laws and rules and regulations of the Owners Association.

Section 9.8 No Warranty of Enforceability. While the Developer has no reason to believe that any of the restrictive covenants of this Article 9 or elsewhere in these Covenants, Conditions and Restrictions are or may be invalid or unenforceable for any reason or to any extent, to makes no warranty or representation of the present or future validity or enforceability of any such restrictive covenants shall assume all risk of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold the maker thereof harmless therefrom.

ARTICLE X
Common Elements Rules

Section 10.1 Declarant until such time as Declarant conveys all Common Areas and Elements to Association, and Association thereafter, shall have the power and authority to adopt and enforce rules related to the use of Common Elements.

IN WITNESS WHEREOF, THIS DECLARATION is executed by the Declarant this 25th
day of November, 2015

Three Jacks, LLC

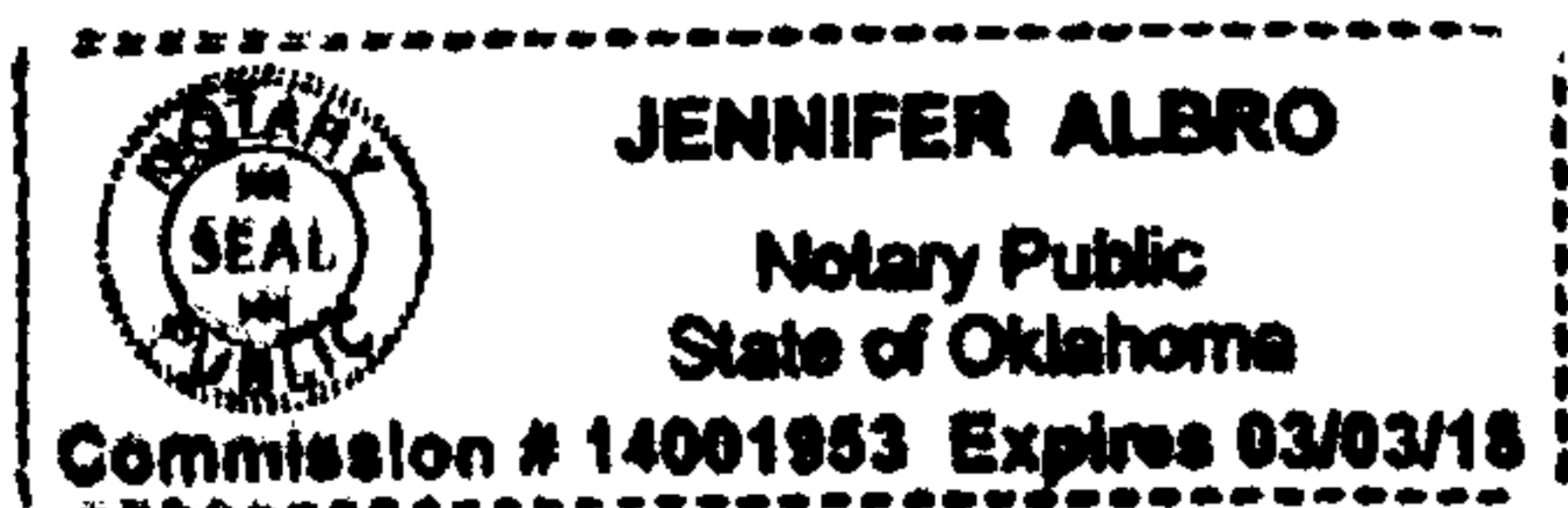
By: _____

Jack Evans, Managing Partner

Before me, a Notary Public in and for said County and State, on this 25th day of November, personally appeared Jack Evans, to me known to be the identical person who executed the within and foregoing instrument as Owner of Apex Investment, LLC and acknowledged to me that he executed the same as his free and voluntary act and deed and the voluntary act and deed of said company, for the uses and purpose therein set forth.

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

Notary Public



(SEAL)

My Commission Expires.

3/3/18.



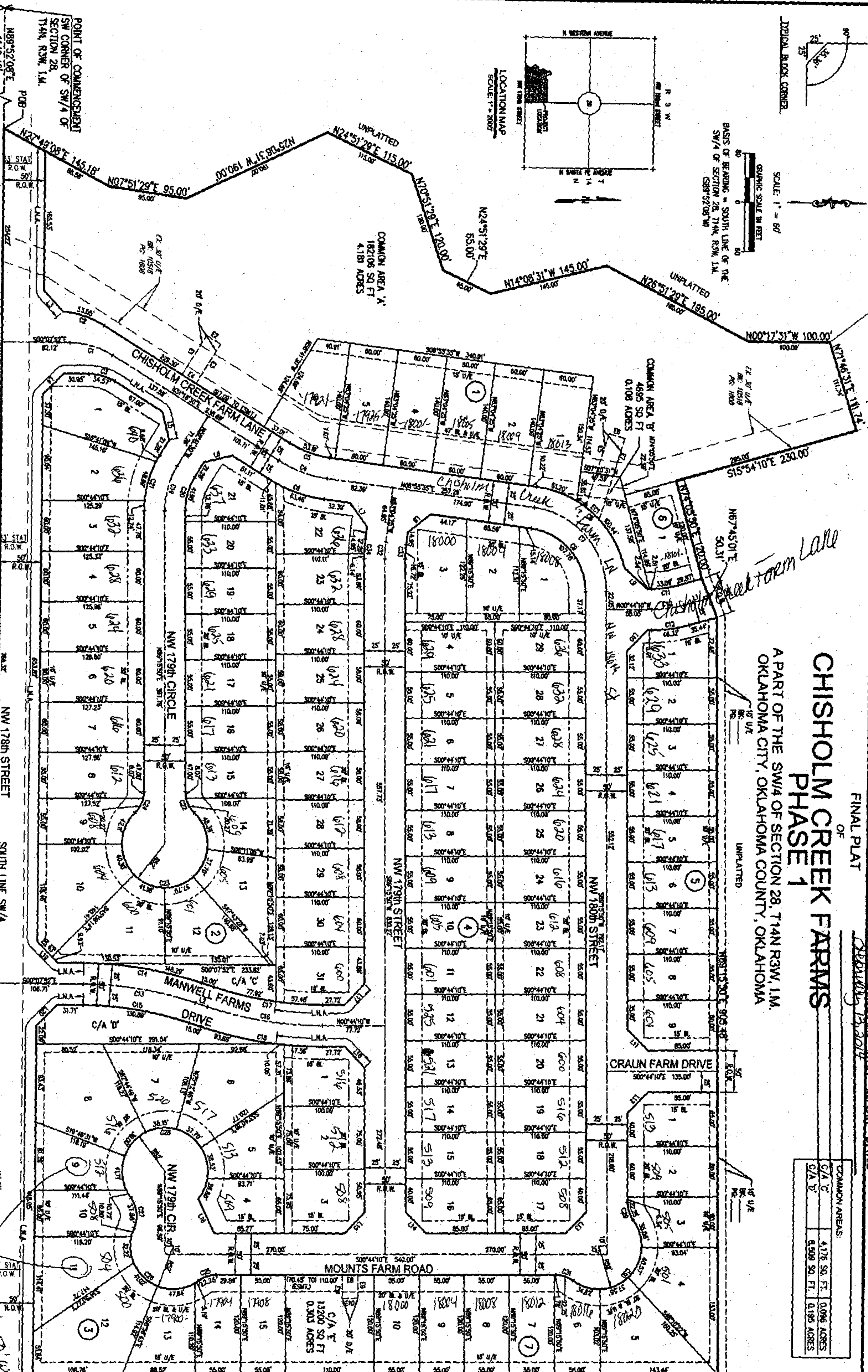
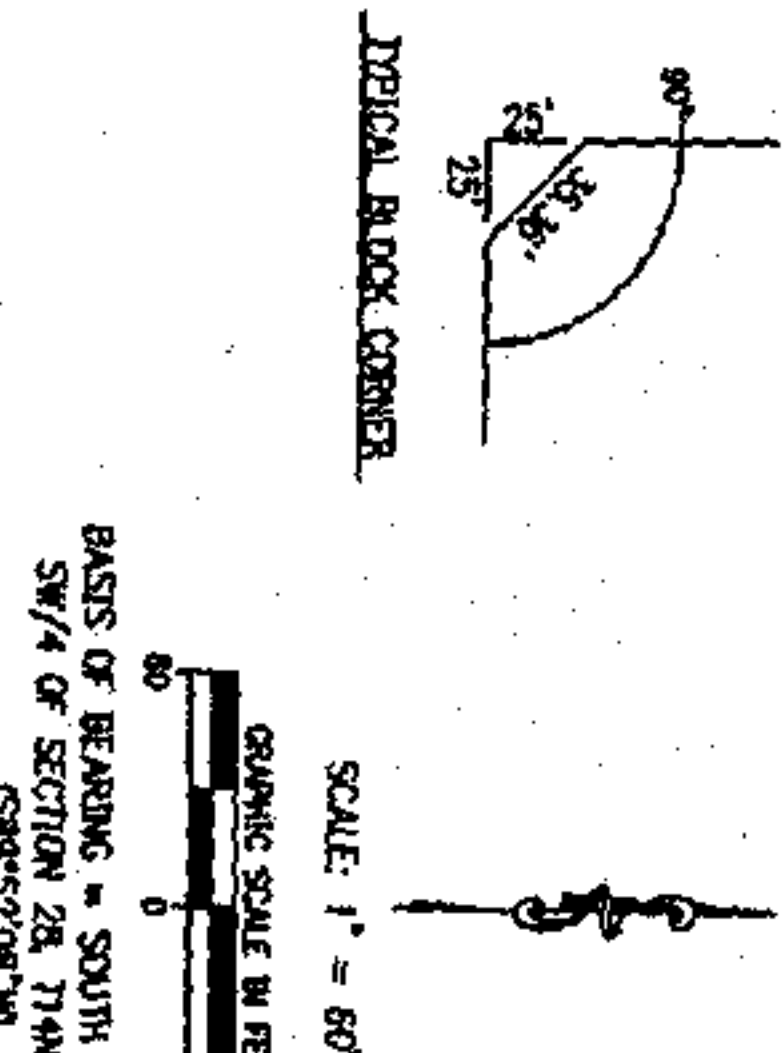
APPROVED
BY THE OKC PLANNING COMMISSION ON
08/04/2014
SUBJECT TO ALL
OF THE SUMMARY OF TECHNICAL EVALUATIONS
IN THE ATTACHED STAFF REPORT DATED
08/04/2014

FINAL PLAT

CHISHOLM CREEK FARMS PHASE 1

A PART OF THE SW/4 OF SECTION 28, T14N R3W, 1M,
OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA

COMMON AREAS	
S/A C	4,178 SQ. FT. 0.096 ACRES
S/A D	8,500 SQ. FT. 0.195 ACRES



LEGEND	
B	BUILDING LIMIT LINE
D/E	DRAINAGE EASEMENT
EX	EXISTING
LA	LIMITS OF NO ACCESS
NO	NON-ADJACENT LINE
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
P/O/E	PRIVATE DRAINAGE EASEMENT
C/A	COMMON AREA
STAL	STAIRWAY

NOTES

1. THIS PLAT OF SURVEY MEETS THE REQUIREMENTS OF THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE PAVING OF HIGHWAYS AND IS SUBJECT TO THE OKLAHOMA STATE BOARD OF REGISTRATION FOR SURVEYORS AND THE OKLAHOMA COUNTY BOARD OF SURVEYORS AND THE OKLAHOMA COUNTY BOARD OF EQUALIZATION.
2. CENTERLINE OF HIGHWAY EASEMENTS SHALL BE AS FOLLOWS:
1. PROPERTY CORNER MARKERS SHALL BE:
1/8" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
4. MAINTENANCE OF COMMON AREAS, FROM A FUTURE EASEMENT AND DRAINAGE EASEMENTS IN STREET-ADJACENT-OF-WAY ARE THE RESPONSIBILITY OF THE PROPERTY OWNERS.
3. A DRAINAGE EASEMENT SHALL BE PLACED ON EACH BUILDING PLAT INSTALLED PRIOR TO THE INSTALLATION OF A DRAINAGE EASEMENT OR OCCUPANCY.
4. IF THE SURVEY STATION BEING THE MAIN POINT SHALL BE A DRAINAGE EASEMENT THE SURVEY, ONE 3" IRON CABLE SHALL BE PLACED IN THE FRONT YARD.

EASEMENT TABLE	
LINE #	DIRECTION
1	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
2	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
3	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
4	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
5	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
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CURVE TABLE	
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14	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS

Crafton Tull
CREATING THE FUTURE
13610600
DATE: 07/23/14
SHEET NO. 2 OF 2

SE CORNER OF SW/4 OF SECTION 28, T14N, R3W, 1M.

CURVE TABLE	
LINE #	DIRECTION
1	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
2	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
3	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
4	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
5	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
6	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
7	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
8	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
9	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
10	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
11	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
12	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
13	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
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6	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
7	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
8	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
9	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
10	1/4" IRON ROD WITH A PLASTIC CAP STAMPED TIA CARYS
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C-5568 Revised 1-23-14

Return to: **Matthew L. Winton** ^{PLLC}
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3233 East Memorial Road, Suite 103
Edmond, Oklahoma 73013
405.478.4818/405.478.4819
WWW.THOMPSONWINTON.COM



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State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
David B. Hooten

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CHISHOLM CREEK FARMS, A RESIDENTIAL COMMUNITY TO OKLAHOMA COUNTY, STATE OF OKLAHOMA

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 28 day of January, 2019, by THREE JACKS, L.L.C., an Oklahoma limited liability company ("Declarant").

Section 1 - Purpose of Supplementary Declaration.

Declarant is the Declarant of Chisholm Creek Farms an Addition to Oklahoma County. The Declarant intends by the recording of this Supplementary Declaration to subject Chisholm Creek Farms Phase II described within Exhibit "A" attached hereto to the original Declaration of Covenants, Conditions, and Restrictions filed at Book 12992, Page 468 on December 7, 2015 and any amendments and Supplementary Declarations thereto within the Oklahoma County Clerk's office for Chisholm Creek Farms, a residential community to Oklahoma County (Original Declaration). This is a Supplementary Declaration as provided for the annexation and addition of Additional Property to the Original Declaration as specified within Section 2.2 to the Original Declaration. The Declarant executes and adopts this Supplementary Declaration pursuant to its authority granted and reserved within the Original Declaration.

Section 2 – Supplementary Declarations.

Section 2.1. Addition and Subjection of Chisholm Creek Farms Phase II. Pursuant to the authority and right reserved and granted within the Original Declaration Section 2.2 and elsewhere, the Declarant hereby subjects the real property within Chisholm Creek Farms Phase II to the Original Declaration and any amendments and Supplementary Declarations thereto as Additional Property. As Owners of the real property within Chisholm Creek Farms Phase II, the Declarant consents to this addition and subjection. Declarant adopts the Original Declaration and any amendments and Supplementary Declarations thereto in their totality and subjects and impresses each of them against all real property contained within Chisholm Creek Farms Phase II with the intent that each covenant shall touch, concern and run with the real property contained in Chisholm Creek Farms Phase II from the date of recording this Supplementary Declaration, including that all Owners of Lots shall be Members of the Association.

4/19

Section 3 – Amendment.

Article VII, Section 2.21 is hereby deleted in its entirety and replaced with the following:

Section 7.2.21. Parking. Parking any vehicles on public or private streets or thoroughfares is prohibited. No parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages, behind fence, not visible from the street; provided, construction, service and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Elements.

Section 4 – Amendment.

Article VII, Section 2.36 is hereby added to the Declaration:

Section 7.2.36. Painting. Prior Architectural Committee approval is required for all exterior painting, including but not limited to structures and garages.

Section 5 – Amendment.

Article VIII, Section 7 is hereby deleted in its entirety and replaced with the following:

Section 8.7. Recreational Vehicles. Commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles, trailers, may not be parked, kept or maintained on any Lot.

Section 6 – Amendment.

Article VIII, Section 10 is hereby deleted in its entirety and replaced with the following:

Section 8.10. Garbage, Trash Containers, and Collections. The storage of trash, ashes, or other refuse, except in normal receptacle, is prohibited. Further, no trash, garbage cans or receptacle of any kind shall be left outside, except on days so designated by the City of Oklahoma City for the collection thereof. Trash and garbage receptacles should be absent from view from any street, any Lot, and Common Elements on all days other than designated trash and/or recycling pick up days. Leaves, underbrush or other unsightly growths shall not be permitted to grow or remain on Common Elements. No trash, ashes, or other refuse may be thrown in any other Owner's Lot or in or on Common Elements.

Section 7 – Additional Declarations.

All other terms and provisions, including but not limited to covenants, conditions, restrictions, definitions, and exhibits found within the Original Declaration and any amendments and Supplementary Declarations thereto are hereby incorporated by reference as if each were fully set out within this Supplementary Declaration. All such terms and provisions, unless expressly and specifically modified by this Supplementary Declaration, shall remain in effect as first recorded in the Original Declaration as amended, Declarant hereby reaffirming the same.

IN WITNESS WHEREOF, the undersigned Declarant has executed and consented to this Supplementary Declaration on the signature blocks below the date and year first written above.

THREE JACKS, L.L.C., - DECLARANT

An Oklahoma limited liability company

By: _____

Managing Member

ACKNOWLEDGEMENT

State of Oklahoma }
 } ss
County of Oklahoma }

Before me, the undersigned Notary Public in and for the above county and state, on the date of January 28, 2019, personally appeared the person signing above, known to me to be the identical person who executed their name to the foregoing Supplementary Declaration, who is the duly authorized agent for the Declarant for the execution of such Supplementary Declaration, who acknowledged to me that they did so as their free and voluntary act on behalf of the Declarant for the uses and purposes set forth in the Supplementary Declaration.

Subscribed and sworn to before me
The date next written above.

My commission expires: 8-2-21

My commission number is: 17007059

Notary Public: _____

Makel Brown

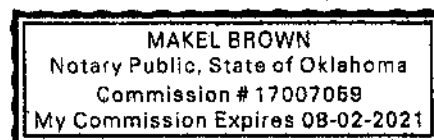


Exhibit "A"

**CHISHOLM CREEK FARMS PHASE II, AN ADDITION TO OKLAHOMA
COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT THERETO.**

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Filing Fee: \$19.00

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Return to: **Matthew L. Winton PLLC**
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IN WITNESS WHEREOF, the undersigned Declarant has executed and consented to this Supplementary Declaration on the signature blocks below the date and year first written above.

THREE JACKS, L.L.C., - DECLARANT

An Oklahoma limited liability company

By: _____

Managing Member

ACKNOWLEDGEMENT

State of Oklahoma }
 } ss
County of Oklahoma }

Before me, the undersigned Notary Public in and for the above county and state, on the date of January 28, 2019, personally appeared the person signing above, known to me to be the identical person who executed their name to the foregoing Supplementary Declaration, who is the duly authorized agent for the Declarant for the execution of such Supplementary Declaration, who acknowledged to me that they did so as their free and voluntary act on behalf of the Declarant for the uses and purposes set forth in the Supplementary Declaration.

Subscribed and sworn to before me

The date next written above.

My commission expires: 8-2-21

My commission number is: 17007059

Notary Public: _____

Makel Brown

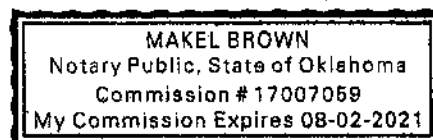


Exhibit "A"

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COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
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