

DECLARATION
OF COVENANTS AND RESTRICTIONS
OF THE RIDGE AT SHADOWLAKE

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HELEN JANSING, CLERK

By Caren Lugg Deputy

THIS DECLARATION, made on the date hereinafter set forth by American First Title and Trust Company, an Oklahoma corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property platted as The Ridge at Shadowlake, an addition to Oklahoma City, Cleveland County, State of Oklahoma, which plat is recorded in Book 12 Plats, at Page 111 of the Cleveland County records; and,

WHEREAS, Declarant desires to create a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the said community; and,

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in such community and for the maintenance and improvement of said parks, playgrounds, open spaces, and other common facilities now existing or hereafter erected thereon; and, to this end, desires to subject the property together with such additions as may hereafter be made thereto, as provided herein, to the covenants, restrictions, easements, charges, and liens hereinafter 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 foregoing purposes, to incorporate under the laws of the State of Oklahoma, as a non-profit corporation, THE RIDGE AT SHADOWLAKE COMMUNITY ASSOCIATION, INC. for the purpose of exercising the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created;

NOW THEREFORE, Declarant hereby declares that all of the real property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, rights, powers, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof and such Owner's heirs, devisees, personal representatives, trustees, successors, and assigns.

ARTICLE I

DEFINITIONS

Section 1. "Architectural Committee" shall mean the committee created pursuant to ARTICLE VIII hereof.

Section 2. "Architectural Rules" shall mean the rules adopted by the Architectural Committee.

Section 3. "Articles" shall mean the Articles of Incorporation of The Ridge at Shadowlake Community Association, Inc., filed in the office of the Secretary of State of the State of Oklahoma, as said Articles may be amended from time to time.

Section 4. "Association" shall mean The Ridge at Shadowlake Community Association, Inc., an Oklahoma non-profit corporation, its successors and assigns.

Section 5. "Association Rules" shall mean the rules adopted by the Association as they may be amended from time to time.

Section 6. "Board" shall mean the Board of Directors of the Association.

Section 7. "By-Laws" shall mean the By-Laws of the Association, as such By-Laws may be amended from time to time.

Section 8. "Commons" shall mean those areas designated on the Subdivision Plat as "Common Area", and all other real property whether improved or unimproved, owned, leased, or controlled by the Association for the common use and enjoyment of members of the Association.

Section 9. "Declarant" shall mean American First Title and Trust Company, an Oklahoma corporation.

Section 10. "Declaration" shall mean this Declaration of Covenants and Restrictions of The Ridge at Shadowlake and the covenants, conditions, and restrictions set forth in this entire document, as same may from time to time be amended, relating to all or part of The Ridge at Shadowlake.

Section 11. "Improvement" shall mean any improvements, including, but not limited to, structures, paths, bridges, crossings, parking areas, fences, walls, mail boxes, hedges, plantings, trees and shrubs, and all other structures or landscaping improvements of every type and kind.

Section 12. "Lot" shall mean any one of the 82 parcels of real property designated as Lots on the recorded Subdivision Plat. After the construction of a Residence on Lot 15 in Block 29, "Lot" shall no longer mean Lot 15 in Block 29, but shall mean any one of the Residences which are completed on Lot 15 in Block 29. The ownership of each Lot shall include with it and have appurtenant the ownership of an easement for the use and enjoyment of the Commons.

Section 13. "Owner(s)" shall mean the record owner, whether one or more persons or entities, of legal title to any Lot. The foregoing does not include persons or entities who hold an interest in any Lot and the appurtenant Commons merely as security for the performance of an obligation. Owner shall not include a lessee or tenant of a Residence. Each Owner shall be a member of the Association.

Section 14. "Property" shall mean that certain real property which is the subject of the Subdivision Plat, and such annexed property as may hereafter be brought within the jurisdiction of the Association.

Section 15. "Purchaser" shall mean any person or other legal entity, other than Declarant, who becomes an Owner within The Ridge at Shadowlake.

Section 16. "Residence" shall mean a building, house, unit, or unit ownership estates used as a Residence for a Single Family.

Section 17. "Residential Use" shall mean the occupation or use of a Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county, or municipal rules and regulations.

Section 18. "Single Family" shall mean one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three persons not all so related, who maintain a common household in a Residence.

Section 19. "Subdivision Plat" shall mean the plat recorded in Book ____ Plats, Page ____ of the Cleveland County records, together with any other real property as may from time to time be annexed thereto.

Section 20. "The Ridge" shall mean all real property which is subject to the Declaration, together with such other real property as may from time to time be annexed thereto under the provisions hereof.

Section 21. "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of the Property, or on any public rights of way adjacent thereto, but is not applicable to objects approved in writing by the Architectural Committee and continuously maintained, landscaped, and screened in accordance with the requirements of the Architectural Committee.

ARTICLE II

DECLARATION

Section 1. General Declaration Creating The Ridge at Shadowlake. Declarant shall develop The Ridge at Shadowlake by subdivision into various residential Lots and Commons. Declarant intends to sell and convey to Purchasers Lots so developed subject to this Declaration. Declarant hereby declares that all of the real property within The Ridge at Shadowlake is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved, or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, improvement, and sale of said real property and is established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Owners, and their successors in interest.

Section 2. Conveyance to Association. Declarant hereby grants, sells, bargains, and conveys to The Ridge at Shadowlake Community Association, Inc. all of the common areas in The Ridge at Shadowlake as shown by the recorded plat thereof, less and except all oil, gas, and other minerals, and subject to this Declaration, easements, restrictions, rights of way, and zoning ordinances of record, and free and clear of all mortgages and liens.

Section 3. No Ownership of Lake. The Ridge is adjacent to other property (the "Lake Property") not included in the Subdivision Plat, which other property presently contains a body of water known as Shadowlake. Neither the Association nor any Owner of any Lot in The Ridge has or is entitled to acquire any ownership or other rights in the Lake Property. The Lake Property is currently owned by the Declarant, and the owners of the Lake Property have not granted and are not obligated to grant to the Association or any Owner any rights in the Lake Property or rights to use the Lake Property.

There is no obligation by the owners of the Lake Property to maintain the Lake Property as a lake. Each Owner of a Lot in The Ridge purchases such Lot with the full awareness that the Lake Property may not always have its present appearance; may be used for purposes other than the present use, in the sole discretion of the owners of the Lake Property; that the Lake Property is subject to future development, including the possibility of commercial development; that the lake on the Lake Property may be permanently drained, in whole or in part, have its shoreline modified, and have islands, peninsulas, docks, or buildings constructed thereon; and, generally that neither the Association nor the Owner of any Lot in The Ridge has any right to control or influence any aspect of the future use or maintenance of the Lake Property.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner has the right and easement of enjoyment in and to the entire Commons which

shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to control and limit the use of the Commons as provided in this Declaration, the Articles, the By-Laws, the Architectural Rules, and the Association Rules. An Owner, subject to the By-Laws and Association Rules, may delegate his right of enjoyment of the Commons to the members of his family, his guests, and his tenants. The controls and limitations shall include, but not necessarily be limited to, the following:

a. The right of the Association to suspend the Owner's voting rights and right of the Owner and the Owner's invitees, including, but not limited to, members of the Owner's family and an Owner's tenants and guests, to use the Commons and the facilities situated upon the Commons for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of this Declaration, the Articles, the By-Laws, the Architectural Rules, or the Association Rules by an Owner or an Owner's invitee;

b. The right of the Association by instrument executed by the President (or any Vice President) and attested to by the Secretary (or any Assistant Secretary) of the Association to dedicate, transfer, or grant an easement or right of way to all or any part of the Commons to any public or quasi-public agency, authority, or utility for such purposes and subject to such conditions as may be authorized by the Board. No such dedication or transfer shall be effective unless an instrument has first been executed by the President (or any Vice President) and Secretary (or any Assistant Secretary) of the Association, certifying that a majority of the Board has agreed to such dedication or transfer, and filed of record. Such certificate shall be deemed conclusive as to the fact that a majority of the Board has authorized such dedication, transfer, or grant, as well as to the purposes and conditions thereof;

c. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Commons and in aid thereof to mortgage those portions of the Commons to which the Association has acquired legal title, provided, however, any such mortgage shall provide that in the event of a default the mortgagee's rights thereunder as to any of such Commons shall be limited to a right, after taking possession thereof, and without changing the character thereof, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored;

d. The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure;

e. The right of the Association to charge the members reasonable admission and other fees for the use of the Commons.

Section 2. No Right to Split Lots, Etc. A Lot and the easement of use and enjoyment in the Commons appurtenant thereto shall not be separated or divided one from the other by any means; nor shall any Lot be physically split or subdivided into two or more parcels by any means, except Lot 15 in Block 29 which may be converted to unit ownership estates. For the purpose of the preceding sentence, "any means" includes but is not limited to deeds, mortgages or liens, mortgage or lien foreclosures, partition suits or any other means whatsoever.

Section 3. Maintenance by Association. The Association may, at any time, as to any part of the Commons:

a. **REPAIR.** Repair, maintain, reconstruct, replace, refinish or complete any improvement or portion thereof upon any such area in

accordance with the last plans thereof approved by the Architectural Committee; the original plans for the Improvement; or, if neither of the foregoing is applicable and if such Improvement was in existence prior to this Declaration, then in accordance with the original design, finish, or standard of construction of such Improvement as same existed;

b. WALKS AND PATHS. Construct, reconstruct, repair, replace, maintain, resurface or refinish any walk or path improvement or surface upon any portion of the Commons, whether used as a walk, path, trail, parking area, or drainage area;

c. MAINTENANCE. Maintain, remove, replace or treat injured and diseased trees or other vegetation in any such area, and plant trees, shrubs, and ground cover to the extent that the Association deems desirable for the conservation of water and soil or for aesthetic purposes;

d. SIGNS. Place and maintain upon any such area such signs as the Association may deem appropriate for the proper identification, use, and regulation thereof; and,

e. OTHER. Do all such other and further acts which the Association deems necessary to maintain, preserve, and protect the Commons and the beauty thereof, in accordance with the general purposes specified in this Declaration. The Association shall be the sole judge as to the appropriate maintenance, preservation, and protection of all grounds within the Commons.

Section 4. Damage or Destruction of the Commons by Owners.

In the event any part of the Commons is damaged or destroyed by an Owner, 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 so 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 repairs shall be paid by such Owner, upon demand, to the Association, and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

Section 5. Use by Motor Vehicles. No motor vehicle of any description, other than vehicles used in maintenance of the Commons, shall be allowed on the unpaved portion of the Commons, unless specifically authorized by the Board.

Section 6. Regulation. The Association shall have the exclusive right to make, promulgate, supplement, amend, change, or revoke the Association Rules pertaining to the use and operation of the Commons and all other property within The Ridge. All Owners shall abide by the Association Rules and shall be responsible for all acts of the Owner's family and invitees.

Section 7. Uniform Maintenance. Declarant, and each Owner of any Lot in The Ridge, and the Association, hereby covenant each with the other that any maintenance provided by the Association for the Commons, and the Improvements located thereon, shall be in a substantially uniform manner and to uniform standards consistent with the intent of this Declaration. Such maintenance shall be performed by the Association.

Section 8. Improvements. No Improvements shall be placed or constructed upon or added to the Commons except with the prior written approval of the Architectural Committee and the Board, except as otherwise specifically provided herein.

Section 9. Existing Improvements. The maintenance of the Improvements in the Commons shall be the responsibility of and at the expense of the Association. Notwithstanding anything herein contained to the contrary or any possible implications of the Subdivision Plat, the Declarant is not under any obligation whatsoever to make any Improve-

ments or provide utilities or other facilities beyond those which exist in The Ridge as of the date a Purchaser acquires his Lot. Declarant makes no warranties (implied or otherwise) regarding any improvements in The Ridge, but assigns to the Association all warranties (if any) made by third parties with respect to improvements.

Section 10. Additional Improvements. Though Declarant has no obligation for additional improvements, Declarant or any other party may, with the consent of the Board and the prior written approval of the Architectural Committee, build or construct improvements which shall become part of The Ridge and be for the benefit of all Owners.

ARTICLE IV

CLASSIFICATIONS, USES, AND RESTRICTIONS

Section 1. Permitted Uses and Restrictions. The permitted uses, easements, and restrictions for Lots (excluding the Commons) within The Ridge covered by this Declaration shall be as follows:

a. **RESIDENTIAL USE.** All of the Lots shall be used, improved, and devoted exclusively to Residential Use and recreational facilities incidental thereto. No gainful occupation, profession, trade, or other non-Residential Use shall be conducted on such Lots. No structure whatever, other than one Residence, together with a private garage for not more than two cars, and such other structures as are contemplated herein shall be erected, placed, or permitted to remain on any of said Lots, except Lot 15 in Block 29. Lot 15 in Block 29 may be developed with not more than 18 Residences, together with a private garage or garages for not more than two cars per Residence.

b. **CONSTRUCTION REQUIREMENTS.** Any Residence constructed upon said Lots in The Ridge shall have the minimum square footage of 800 square feet and may not exceed two stories in height. In computing the square footage of a Residence, the square footage shall be computed exclusive of basements, open porches, carports, garages, and outbuildings. The principal first floor material of the exterior of each wall in all the buildings on any Lot in The Ridge except exterior walls which face the garage area shall be not less than 20% brick, stone or stucco unless the Architectural Committee grants specific approval in writing to a lesser percentage and/or alternate materials in advance. A determination of the Architectural Committee as to the nature of the permissible other materials and percentages thereof on the exterior of the first floor shall be final and binding on all persons. Garages may be attached, built-in or detached, and may be at least two cars wide. Every outbuilding erected on any of said Lots shall, unless the Architectural Committee otherwise consents in writing, correspond in style and architecture to the Residence to which it is appurtenant.

c. **BUILDING LINES.** Lots in The Ridge shall have no set back requirement for any improvements located thereon. No encroachment on the Commons by improvements located on a Lot shall be allowed, except as provided in this Declaration, and except those encroachments which received the prior written approval of the Architectural Committee. The actual location of any improvements on a Lot shall be designated on a plot plan that has been approved by the Architectural Committee prior to the commencement of construction. However, a minimum separation of ten feet shall be maintained between structures in The Ridge.

d. **DRIVEWAYS.** Private driveways from the street to a Residence located on any Lot and garage and carport parking areas shall be concrete, asphalt, or other hard-surface approved by the Architectural Committee, and shall be continuously maintained so as to avoid unsightly deterioration and the growth of grass or any other plant on or through such surface. No driveway shall be constructed or altered without the prior written approval of the Architectural Committee, which shall consider the appearance, design, and materials of said driveway and the effect the driveway may have on drainage affecting the Commons or any other Lot.

e. IMPROVEMENTS AND ALTERATIONS. No Improvement shall be placed on any Lot within The Ridge, and no alterations, repairs, excavation, or other work which in any way alters the exterior appearance of any Lot within The Ridge or the Improvements located thereon shall be made or done without the prior written approval of the Architectural Committee. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made, or done without the prior written approval of the Architectural Committee.

f. MAINTENANCE OF LAWNS AND PLANTINGS.

(1) Each Purchaser of said Lots within The Ridge shall keep all shrubs, trees, grass, ground cover, and plantings of every kind on his Lot, properly covered with bermuda grass or other appropriate ground cover, mowed and maintained, and free of washes, trash, deadwood, weeds, greenbrier, and other unsightly material. The Architectural Committee shall have the power to interpret and enforce the requirements of this subparagraph as it applies to any particular Lot with the objective of maintaining the overall appearance. In the event a Purchaser fails to perform the maintenance as provided above, Declarant or the Association, or its authorized agents, shall have the right at any reasonable time to perform such maintenance (and to enter upon a Lot, if necessary incidental to performing such maintenance), and the cost thereof shall be assessed to the Purchaser of the Lot, as hereinafter provided.

(2) No Purchaser shall remove, alter, injure, or interfere in any way with any shrubs, trees, or plantings upon the Commons without the prior written consent of the Architectural Committee having first been obtained.

g. ANIMALS. No livestock shall be maintained on any of said Lots. No other animals, including but not limited to, birds, fowl, poultry, fish or reptiles, shall be maintained on any of said Lots, other than a reasonable number of generally recognized house or yard pets, and then only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing, exercise, or confinement of any animal shall be maintained on any of said Lots so as to be Visible From Neighboring Property without the prior written consent of the Architectural Committee. Upon the written request of any Owner, the Association may conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal is a generally recognized house or yard pet, or a nuisance, or whether the number of animals on any such property is reasonable; provided, however, that horses, mules, donkeys, cattle, pigs, goats, and sheep shall not be considered as house or yard pets hereunder. Any decision rendered by the Association shall be enforceable as other restrictions contained herein.

h. EASEMENTS AND TENANTS. No Lot within The Ridge shall be further subdivided or separated into smaller Lots or parcels by any Owner, except Lot 15 in Block 29 which may be converted to unit ownership estates. No easement or other such partial interest in a Lot shall be conveyed or transferred by any Owner without the prior written approval of the Association. No portion of a Lot but for the entire Lot, together with the Improvements thereon, may be rented, and then only to a Single Family.

i. GRADING AND EXCAVATION. No Improvement 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 minimum or maximum subsurface depth requirement of any utility line, pipe, wire, or easement. Any such interference, encroachment, alteration, disturbance, or damage due to the negligence of

an Owner or his agents, contractors, or representatives will be the responsibility of such Owner, and the Owner of the line, pipe, wire, or easement, or the Association, may effect all necessary repairs and charge the cost of the same to such Owner.

j. NUISANCES. No rubbish, junk, materials, or debris of any kind, nor an excessive number of motor vehicles, nor inoperable motor vehicles shall be placed or permitted to accumulate upon any Lot and no odors shall be permitted to arise therefrom, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior horns, whistles, bells, or other such devices, except security devices used exclusively for security purposes, shall be located, used, or placed on any of said Lots. Any such security device shall be of a type which will without human intervention cease making noise within 30 minutes after activation. The Board in its sole discretion shall have the right to determine the existence of any such nuisance, rubbish, junk, materials, debris, or excessive number of motor vehicles, or an inoperable motor vehicle based upon the standard rules, categories, and definitions adopted by the Association.

k. MINERAL EXPLORATION. No property within The Ridge shall be used in any manner to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, or substantial amounts of earth or any earth substance of any kind for commercial purposes.

l. MACHINERY AND EQUIPMENT. No machinery or equipment of any kind shall be operated upon or adjacent to any Lot within The Ridge, except such machinery or equipment as is customary in connection with the use, maintenance, or construction of a Residence, appurtenant structures, or other improvements. No machinery or equipment of any kind shall be parked, placed, maintained, constructed, reconstructed, or repaired upon any of said Lots within The Ridge in such a manner as will be Visible From Neighboring Property; provided, however, that the provisions of this paragraph shall not apply to machinery and equipment which are actually in temporary use in conjunction with the maintenance or construction of a Residence, appurtenant structures, or other improvements.

m. CLOTHES DRYING FACILITIES. Outside clotheslines or other outside facilities for drying or airing clothes will not be erected, placed, or maintained on any Lot within The Ridge unless in such a manner that they shall not be Visible From Neighboring Property.

n. DISEASES AND INSECTS. No Owner shall permit any thing or condition to exist upon any Lot within The Ridge which shall induce, breed, or harbor infectious plants, diseases, or noxious insects.

o. ACCESS. During reasonable hours, Declarant, any member of the Architectural Committee, any member of the Board, or any authorized representative of any of them, shall have the right to come upon and inspect any Lot within The Ridge and the improvements thereon, (except for the interior portions of any Residence) for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

p. SIGNS. No signs whatsoever (including, but not limited to, commercial, political, and similar signs) shall be erected or maintained on any Lot within The Ridge except:

(1) Such signs as may be required by legal proceedings;

(2) During the time of construction of any building or other improvement, one job identification sign not larger than 18

by 24 inches in height and width and having a face area not larger than three square feet;

(3) Signs advertising the sale of such property provided that such "for sale" signs do not exceed six square feet in area; and,

(4) Such signs the nature, number, and location of which have been approved in advance and in writing by the Architectural Committee.

q. TEMPORARY STRUCTURES. No trailer, mobile home, basement of any incomplete building, tent, garage, and no temporary buildings or temporary structure of any kind shall be used at any time for a temporary or permanent Residence on any Lot within The Ridge. Temporary buildings or structures used during the construction of a dwelling on any Lot shall be removed after the substantial completion of construction.

r. VEHICLES AND EQUIPMENT. No truck, boat, motor home, camper, trailer, or any other vehicle specified in writing by the Association shall be parked, kept, stored, placed, or maintained upon any Lot within The Ridge unless they are totally contained in a garage or carport. No vehicle or equipment of any kind shall be constructed, reconstructed, or repaired upon any Lot within The Ridge in such a manner as will be Visible From Neighboring Property. The provisions of this paragraph shall not apply to emergency vehicle repairs.

s. TRASH CONTAINERS AND COLLECTION. No garbage or trash shall be placed or kept on any Lot within The Ridge except in covered containers of a type, size, and style and placed in such structure and location which may be prescribed by the Architectural Committee or in the Association's Rules. In no event shall such containers be maintained so as to be Visible From Neighboring Property except if necessary to make the same available for collection and, then only the shortest time reasonably necessary to effect such collection. The Association shall have the right to require all Owners to subscribe to a private trash service. All rubbish, trash, or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot.

t. UTILITY EASEMENTS. In addition to the easements shown on the Subdivision Plat, there is hereby created a blanket easement upon, across, over, and under the Commons and an area five feet either side of all Lot lines shown on said Subdivision Plat, for ingress, egress, installing, repairing, and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television cable, or communication and security lines and systems. A person, firm, or corporation shall be entitled to the non-exclusive use of all or part of the easement provided herein only upon approval by the Association, however such use shall be subject to the construction, maintenance, and repair of any improvement located on a Lot or within one foot of any Lot line. The approval by the Association shall be indicated by a recorded grant of easement executed by the President (or any Vice President) of the Association and attested by its Secretary (or any Assistant Secretary). Nothing herein contained shall prevent the Owner from granting, for the purpose of installing any underground utilities, such easements as may be necessary for the provision of such services; provided, however, any such easements shall require the prior written approval of the Association.

u. UTILITY SERVICE. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed, or maintained anywhere within The Ridge unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings, or other structures, or otherwise are not Visible From Neighboring Property, unless underground distribution systems are not available. No provision hereof shall be deemed to forbid: the erection of temporary power or telephone structures inci-

dent to the construction of Improvements approved by the Architectural Committee; the maintenance of overhead lines alongside of and parallel to Shadowlake Drive; the installation of overhead lines bringing utility service from outside the Property to a utility pole located within the Ridge, provided, that the utility service must go underground from such pole and that the location of such pole is approved in advance by the Architectural Committee.

v. FLUID STORAGE. No tank for the storage of any fluid may be maintained outside a building above the ground on any of the Lots without the prior consent of the Architectural Committee.

w. ANTENNAS. No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors on any Lot whether attached to a building or structure or otherwise, unless done in such a manner as to be not Visible From Neighboring Property.

x. DECLARANT'S EXEMPTION. With respect to any Lot owned by Declarant and with respect to the Commons, nothing contained in this Declaration shall be construed to prevent the operation, erection, maintenance, or storage by Declarant, or its duly authorized agents, of structures, Improvements, signs, materials, fluids, or equipment necessary or convenient to the maintenance, development, or sale of Property within The Ridge.

Section 2. Variances. As to any Lot, the limitations and restrictions of Article IV may be waived or modified by the Architectural Committee, to the extent permitted by law, upon written application made in advance by the Owner seeking a variance, as to which the judgment of the Architectural Committee shall be conclusive; provided, however, that if the Architectural Committee fails to approve or disapprove such application within 30 days after its receipt, the application shall be deemed approved.

ARTICLE V

THE ASSOCIATION

Section 1. The Association. The Association is a non-profit Oklahoma corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws, and this Declaration. Neither the Articles nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2. Board of Directors. The Association shall have a Board of Directors, as provided in this Declaration. Any action taken pursuant to the rights, powers, and duties granted to the Association by the Declaration, Articles, By-Laws, Association Rules, and Architectural Rules may be taken by the Association only upon the vote of its Board. The affairs of the Association shall be conducted by, and the Association shall act through, its Board and such officers as the Board may elect or appoint, in accordance with the Declaration, the Articles, and the By-Laws, as the same may be amended from time to time. The Association may act only as determined by a majority vote of the Board, except where a vote of more than a majority of the Board is specifically required in this Declaration, the Articles, or the By-Laws.

Section 3. Powers and Duties of the Association. The Association shall have such rights, powers, and duties as set forth in this Declaration, the Articles, and By-Laws, as same may be amended from time to time, which shall include, but not be limited to, the following:

a. PROPERTY INSURANCE. The Association may keep any Improvements in the Commons insured against loss or damage from such hazards and with such policy limits as it may deem desirable. The Association may also insure any other property, whether real or personal, owned by

the Association, against loss or damage from such hazards as the Association may deem desirable, with the Association as the Owner and beneficiary of such insurance. Premiums for all insurance carried by the Association shall be a common expense included in the assessments made by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property on which the insurance was carried or otherwise utilized as determined by the Association.

b. LIABILITY INSURANCE. The Association shall have the power to obtain comprehensive public liability insurance, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable. Insureds may include the Association, the Owners, the Board, the Declarant, and managing agents (if any). The premiums for liability insurance are common expenses included in the assessments made by the Association.

c. INSURANCE OBLIGATION OF OWNERS. Owners of Lots shall obtain fire, extended coverage, and liability insurance to the full replacement value of all Improvements constructed on such Owner's Lot. Until every Lot in a group of Lots on which a single structure is constructed is conveyed by the Declarant to an Owner, the Declarant may appoint the insurance carrier and each Owner of a Lot within the group of adjacent Lots shall obtain from the appointed carrier the minimum coverage stated above.

d. OTHER INSURANCE. The Board, at its option, may elect to cause the Association to obtain one or more blanket insurance policies or umbrella insurance policies, as to one or more of the types of insurance deemed advisable by the Board, including fire and extended coverage for Residence, with such policy limits and insureds as may be determined by the Board. If such policy or policies are obtained, the premiums shall be common expenses paid from the assessments made by the Association.

e. MANAGEMENT CONTRACTS. The Association shall have the power to enter into management agreements with management organizations of its choosing for the maintenance of the Commons and the Improvements located thereon. Any such agreement for professional management, or any other contract providing for such services, may not exceed a term of three years. Any such agreement shall be terminable by either party without cause and without payment of any termination fee upon 90 days written notice.

Section 4. The Association Rules. The Association may, from time to time, adopt, amend, repeal, and enforce rules and regulations to be known as the "Association Rules". The Association Rules may restrict and govern the use of any area by any Owner, or by any invitee of such Owner; provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles, or By-Laws. A copy of the Association Rules, as they may from time to time be adopted, amended, or repealed, shall be available to each Owner.

Section 5. Enforcement of Rules. For each violation by an Owner or an Owner's invitee of the provisions of this Declaration, the Articles, the By-Laws, the Architectural Rules, or the Association Rules, the Board may, upon ten days written notice, suspend an Owner's voting rights and the right of the Owner and any invitee of the Owner to use the Commons and the facilities situated upon the Commons for a period not to exceed 60 days. In addition to the suspension provided herein, the Board may seek an injunction or other redress in a court of law. Any Owner against whom such injunction or redress is sought shall be liable for attorneys' fees and costs incurred by the Board on behalf of the Association, and such amounts may be collected in the same manner as assessments as provided herein. Any suspension or injunctive action must be approved by the Board, and all decisions of the Board shall be final. The remedies provided in this paragraph are cumulative and may be exercised simultaneously with, and in addition to, the remedies provided in this Declaration for collection of assessments.

Section 6. Personal Liability. No member of the Board, or of any Committee of the Association, or any officers of the Association, or the Manager, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, the officers, or any other representative or employee of the Association, or the Architectural Committee, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful misconduct.

Section 7. Agreement with First Mortgagees. The Association is hereby authorized to enter into agreements with the holders of any first mortgage on a Lot which agreement may provide that said mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any of the Commons, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy for improvements located in the Commons. Any first mortgagee making such a payment shall be owed immediate reimbursement for said payment from the Association.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot shall be a member of the Association.

Section 2. Directors. The Association shall have five directors. The directors shall be elected by vote of all of the Owners, including the Declarant.

Section 3. Voting. Owners, except as provided below, shall vote only by Lot, and each Lot shall have one vote. Fractional votes shall not be allowed. In the event Owners of a Lot are unable to agree among themselves as to how the vote for that Lot shall be cast, they shall lose their right to cast the vote for such Lot on the matter in question. When any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Lot, unless the other Owner or Owners are present and object at the time the vote is cast. Notwithstanding anything contained herein to the contrary, Declarant shall have ten votes for each Lot owned by Declarant. A mortgagee who becomes an Owner by foreclosure or by deed in lieu of foreclosure shall succeed to the number of votes of the mortgagee's predecessor in title.

Section 4. Election of Directors. In any election of the members of the Board, one ballot shall be taken after nominations have been received. The five nominees receiving the highest number of votes shall be deemed elected to the Board. Any tie votes shall be broken by lottery.

Section 5. Rights of Members. Each member shall have such other rights, duties, and obligations as set forth in the Articles, By-Laws, Architectural Rules, and Association Rules as same may be amended from time to time.

Section 6. Transferability. The Association membership of an Owner shall be appurtenant to the Lot of said Owner. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of record of ownership to the Owner's Lot and then only to the transferee of ownership to such Lot, or by intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Oklahoma. Any attempt to make a prohibited transfer shall be void. Any transfer of

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record of ownership to a Lot shall operate to transfer said membership to the new Owner thereof.

Section 7. Power to Borrow. The Association may borrow, for Association purposes, but borrowings in the excess of \$1,000.00 of aggregate Association debt shall require the prior approval of at least 2/3 of the votes of the Lots. No Owners shall be required to become personally obligated on debts of the Association to third parties, unless they do so voluntarily. The Association may pledge its real estate or its tangible personal property to secure its debts.

ARTICLE VII

COVENANT FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot within The Ridge, hereby covenants, and each Purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such assessments as may become applicable to their Lots, as provided below. There is hereby created in favor of the Association the right to claim a lien, with power of sale, on each and every Lot within The Ridge to secure payment to the Association of any and all assessments levied against such Lot as provided herein. Each such assessment shall also be the personal obligation of the Owner of such Lot at the time when the assessment was levied against such Lot. The personal obligation for delinquent assessments shall not pass to successor Owners unless expressly assumed by them, but shall remain a lien on such Lot (except as provided in Section 12, below) and the personal obligation of the Owner who was Owner at the time the assessment was made.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in The Ridge, for the maintenance and improvement of the Commons, for the maintenance of the Improvements on the Commons, and for maintaining the overall aesthetic beauty of The Ridge, and to cover the cost of services and materials incidental thereto and incidental to the operation of the Association, and the regular assessment shall include the establishment of adequate reserves for repair and replacement of capital items. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Commons or by the abandonment of his Lot.

Section 3. Amount of Regular Assessment. Regular assessments shall be made on an annual basis, and shall be fixed at a uniform rate per month for all Lots. The regular assessment for the calendar year 1981 shall be \$20.00 per Lot per month. For calendar years after 1981, the maximum regular assessment per Lot per month shall be 10% above the maximum regular assessment per Lot per month permissible for the previous year. For calendar years, 1982, and after, the Board may set the regular assessment in any amount per Lot per month not in excess of the maximum regular assessment per Lot per month for the year for which the assessment is made. The regular assessment per Lot per month may be set in excess of the maximum only if first recommended by the Board and approved by 2/3 of the votes of the Lots.

Section 4. Special Assessments. In addition to the annual maintenance assessments authorized above, the Association may levy, from time to time, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of capital improvements upon the Commons, including fixtures and personal property related thereto. All special assessments shall be established as a percentage of the actual regular assessment established for the same year, to be levied in addition thereto. Special assessments shall never exceed 50% of the actual regular assessment for the same year. Special assessments which do not exceed 25% of the actual regular assessment must be approved by a majority of the votes of

the Owners: Special assessments in excess of 25% of the regular assessment must be approved by 2/3 of the votes of the Owners.

Section 5. Regular and Special Assessment Obligations. Lots and the Owners thereof shall be obligated for any regular assessment or special assessment per Lot made by the Association, provided that notwithstanding anything herein to the contrary, Declarant shall not be required to pay any regular or special assessment, except with respect to any Lot owned by Declarant which is occupied as a Residence. Written notice of any meeting called for the purpose of approving any regular or special assessment requiring Owner approval shall be sent to all Owners not less than 30 days nor more than 60 days in advance of the meeting. At the first meeting called, the presence at the meeting of Owners, or of proxies, entitled to cast 60% of all the votes shall constitute a quorum. If the required quorum is not forthcoming at that meeting, another meeting may be called, after five days written notice, and the required quorum at any such subsequent meeting shall be 1/2 of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Date of Commencement of Assessments; Due Dates. The regular assessment period shall be the calendar year. The regular assessment shall be established at least ten days in advance of each regular assessment period. Written notice of the regular assessment and each special assessment shall be sent to every Owner subject thereto. The due date (or dates, if made payable in installments) shall be established by the Board. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7. Credit for Expenditures. The Declarant shall receive no credit against sums due the Association hereunder for assessments for costs incurred in constructing a swimming pool and tennis courts upon the Commons, but shall receive credit for sums expended in operating and maintaining such facilities following their completion. Notwithstanding the foregoing, monies expended by the Declarant in excess of funds provided by the Association, if any, during any assessment period in improving, maintaining, and operating the Commons, including, but not limited to, landscaping and recreational facilities shall, subject to the provisions of this paragraph, be applied as credits to the sums otherwise owed by the Declarant to the Association hereunder as regular or special assessments for the same period, upon the receipt by the Association of satisfactory evidence thereof from the Declarant. Should the amounts so expended by the Declarant in any assessment period exceed the assessments against the Declarant for that period, the difference shall be carried over and applied as a credit or credits in the succeeding period or periods.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Each Owner of any Lot shall be deemed to covenant and agree to the enforcement of the assessments in the manner herein specified. If any assessment, or installment thereof, is not paid by the due date specified by the Board, the Owner or Owners of the Lot for which the delinquent assessment or installment is unpaid shall lose the right to cast the vote of that Lot in the Association until all amounts due are paid in full. The Association may employ an attorney or attorneys for collection of any delinquent assessment or installment thereof, whether by suit or otherwise, or to enforce compliance with or for specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, the Articles, By-Laws, Architectural Rules, or the Association Rules. In addition to any amounts due or any relief or remedy obtained by the Association against an Owner, such Owner agrees to pay the Association its reasonable attorneys' fees, plus interest and costs thereby incurred. Any interest provided in this Declaration shall be charged at an annual rate of 10% per annum compounded monthly. In the event an assessment or installment thereof is not paid when due, and thus becomes a delinquent obligation, or in the event an Owner fails to perform or comply with any

other obligation of this Declaration, the Articles, By-Laws, Architectural Rules, or the Association Rules, then (in addition to any other remedies herein or by law or by equity provided) the Association may enforce each such obligation by either or both of the following procedures:

a. ENFORCEMENT BY SUIT. The Board may cause a suit to be commenced and maintained in the name of the Association against an Owner to collect such delinquent assessments; to cause a temporary and/or permanent injunction or mandatory injunction to issue for compliance with or performance of said obligations by an Owner and/or his invitees; and to seek damages against an Owner or his invitee for violation of said obligation. Any judgment rendered in favor of the Association in any such action shall include (but not necessarily be limited to) the amount of any delinquency, together with interest thereon from the date of delinquency at the rate provided above, court costs, and reasonable attorneys' fees in such amount as the court may adjudge against the Owner.

b. ENFORCEMENT BY LIEN. The Association may file of record a lien in favor of the Association, against any Lot with a delinquent assessment. Such a lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- (1) The name of the Owner of the Lot with the delinquent assessment;
- (2) The legal description and street address of the Lot against which lien is filed;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, court costs, and reasonable attorneys' fees, all of which constitute the amount of the lien; and,
- (4) A recital to the effect that the lien is filed by the Association pursuant to the Declaration.

Upon recordation of a duly executed original or copy of such a lien, then the lien shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied, and shall secure the amounts claimed therein. Such a lien shall have priority over any claim of homestead or other exemption and over all liens, mortgages, deeds of trust, or claims or encumbrances created subsequent to the recordation of the lien provided hereby, except only tax liens for real property taxes on any Lot, and assessments on any Lot in favor of any municipal or other governmental assessing unit. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the laws of the State of Oklahoma, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. Each Owner, by becoming an Owner of a Lot in The Ridge hereby expressly waives any objection to the enforcement and foreclosure of this lien substantially in the manner provided herein, or in any other manner provided by law.

Section 12. Priority of Lien. The sale or transfer of any Lot pursuant to the foreclosure of any prior lien shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, nor shall the Owner or Owners prior to foreclosure sale or transfer be relieved of his or their personal liability for the assessments unpaid prior to such sale or transfer. Any other sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Organization, Power of Appointment and Removal of Members. The Association shall have an Architectural Committee, organized as follows:

a. COMMITTEE COMPOSITION. The Architectural Committee shall consist of three regular members and two alternate members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership. A member of the Committee need not be, but may be, a member of the Association, a member of the Board, or an officer of the Association.

b. ALTERNATE MEMBER. In the event of the absence or disability of one or two regular members of said Committee, the remaining regular member or members, even though less than a quorum, may designate either or both of the alternate members to act as substitutes for the absent or disabled regular member or members for the duration of such absence or disability.

c. APPOINTMENT AND REMOVAL. The right to appoint and remove all members of the Architectural Committee at any time shall be and is hereby vested solely in RGDC Partnership, an Oklahoma general partnership, so long as the Declarant owns a Lot in The Ridge, unless waived from time to time by RGDC Partnership. After the Declarant no longer owns any Lots, the right to appoint and remove all members of the Architectural Committee at any time shall be and hereby is vested solely in the Board. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the execution of appropriate minutes filed in the minute book of the Association.

Section 2. Duties and Authority. It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural Rules which may be more stringent than, but which shall not be inconsistent with, this Declaration, and to carry out all other duties imposed upon it by the Declaration. The prior approval of the Architectural Committee shall be required for the construction or reconstruction of any improvement located within The Ridge, and for such other matters as may be provided in this Declaration, the Articles, By-Laws, and Architectural Rules.

Section 3. Approval. Any approval granted by the Architectural Committee shall be in writing and, unless otherwise specified in said approval, shall be conditioned upon and require the continued maintenance, landscaping, and screening, as appropriate, of any Improvements on a Lot by the Owner and of any Improvements on the Commons by the Association, and the satisfaction of such other requirements as the Architectural Committee may determine. Any Improvements submitted to and approved by the Architectural Committee must be commenced to within six months from the date of said approval, or said approval shall be deemed revoked, and the Owner must again seek approval pursuant to the Architectural Rules. After commencement of the work on an Improvement, the work thereon must be diligently and continuously pursued to completion.

Section 4. General Considerations. Pursuant to its rule-making power, the Architectural Committee shall establish a procedure for the preparation, submission, and determination of applications for any alteration or Improvement. The Architectural Committee shall have the right to disapprove any plans or specifications or grading or other plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed Improvement, its size, the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the

topography, the effect upon view and light, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All decisions of the Architectural Committee shall be final, and no Owner or other parties shall have recourse against the Architectural Committee for its disapproval of any such plans and specifications or plot plan, including lawn area and landscaping. Any approval by the Architectural Committee may be made contingent upon the satisfaction of such conditions as the Committee may specify in the Architectural Rules or in any approval.

Section 5. Meetings and Compensation. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. Subject to the provisions of paragraph b. of Section 1, above, the vote or written consent of any two regular members, at a meeting or otherwise, shall constitute the act of the Architectural Committee. The Architectural Committee shall keep and maintain a written record of all actions taken by it at such meetings. Members of the Architectural Committee shall not be entitled to compensation for their services. However, the Architectural Committee may hire engineers or other consultants at Association expense.

Section 6. Waiver. The approval of the Architectural Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under the Declaration shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval. Failure of the Architectural Committee to enforce a conditional approval or rule now or hereafter contained in the Architectural Rules shall in no event be deemed a waiver of the right to do so thereafter.

Section 7. Liability. Neither the Architectural Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any act or omission resulting in any claim for any damage, loss, or prejudice suffered including, but not limited to, (a) the approval or disapproval of any plans, drawings, or specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, (c) the development of any Property within The Ridge, or (d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the act or omission of a member, such member has acted in good faith on the basis of such information as may be possessed by him.

Section 8. Time for Approval. In the event the Architectural Committee fails to approve or disapprove a matter within 30 days after said plans and specifications have been submitted to it in due form as requested by the Architectural Committee, such matter will be deemed approved, and the prior written approval required by this Article will be deemed to have been complied with fully. However, such matter must be promptly accomplished in accordance with said plans and specifications, and such matter shall in all respects be and continue in the future to be in compliance with this Declaration.

ARTICLE IX

PARTY WALLS, REPAIRS, AND RECONSTRUCTION

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Property and placed on a dividing line between Lots shall constitute a "Party Wall", and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the Party Wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the Party Wall may restore it, and if the other Owners thereafter make use of the Party Wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements, and the entire responsibility for damage in the meantime resulting from the lack of such protection.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to and run with the land and shall pass to such Owner's successors in title.

Section 6. Owner's Easement for Repair or Maintenance. Where necessary for the repair or maintenance of any structure of the Owner located upon any Lot, said Owner shall have an easement to use and go upon the Lot of another Owner in order to effect such repair or maintenance, for such time and in such manner as may be reasonable. Any dispute as to necessity or reasonableness shall, at the request of any Owner, be determined by the Board.

Section 7. Portions of Structures Common to More Than One Owner. Should any portion of a structure, such as a wall, fence, foundation, roof, or any other portion of a structure whether enumerated specifically herein or not, ever become a common structure to two or more Owners, then each such Owner shall have the duty to maintain such part of the structure so as not to interfere with the use and enjoyment of any other Owner or Owners of the common portion of the structure, and the law of the State of Oklahoma with regard to "Party Walls" shall apply.

Section 8. Obligation to Rebuild or Repair. Should any Residence or other structure allowed by these Covenants and Restrictions to be placed upon any Lot be destroyed or damaged by storm, fire, or otherwise, the Owner of such Lot shall have the obligation to repair or rebuild such Residence or structure within a reasonable time. Provided, however, that such rebuilding or repairs shall be completed within one year from the date of destruction unless an extension or extensions are granted from time to time by the Architectural Committee. Provided that this provision shall not apply to any mortgage lender who acquires title by foreclosure or deed in lieu thereof, during such time as such mortgage lender holds title.

Section 9. Right of Association to Rebuild. In the event of damage or destruction by fire or other casualty to any Improvements on the Lot of an Owner, the Owner shall, repair or rebuild such damage or destroyed portions of the Improvements on the Lot in a good workmanlike manner substantially the same as the original plans and specifications of the Improvements on said Lot. If the Owner refuses or fails to commence repair or rebuilding within 60 days, the Association may repair or rebuild the Improvements. The Owner must reimburse the Association for the amount actually expended for such repairs or reconstruction, and the Association shall have a lien securing such payment in the same manner provided for herein for annual assessments.

Section 10. Easement for Encroachments. There is hereby created over that portion of the Commons and of any Lot that is within one foot of any Lot line in The Ridge an easement for encroachments created by construction, settling, veneer and overhangs for all buildings constructed in accordance with plans approved by the Architectural Committee. A valid easement for said encroachments and for the mainte-

nance of same, so long as such encroachments stand, shall and does exist. In the event that any improvement is partially or totally destroyed and then rebuilt, the Owners of the adjacent Lots, and the Board on behalf of the Association agree that minor encroachments of a Residence within this easement due to construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. Any Owner, as well as the Association, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens, charges, and rules now or hereafter imposed by the provisions of this Declaration. Failure by any Owner or the Association to enforce any such restriction, condition, covenant, reservation, lien, charge, or rule now or hereafter contained in the Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Every term and provision of this Declaration, and of the Articles, By-Laws, Architectural Rules, and Association Rules referenced herein, is intended to be severable. If any such term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of any other of such terms and provisions.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property and each Owner hereof and inure to the benefit of each Owner and the Association from and after the date this Declaration is recorded. The Owners of at least 80% of the Lots may amend this Declaration at any time. Any such amendment to the Declaration must be recorded.

Section 4. Annexation. Additional land may be annexed to The Ridge by the Association only with the votes of at least 75% of the votes of the Lots.

Section 5. 2/3 Vote Required. Notwithstanding anything contained in this Declaration to the contrary, unless at least 2/3 of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than Declarant) of the Lots in The Ridge have given their prior written approval, the Association shall not be entitled to:

- a. By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Commons owned, directly or indirectly, by the Association (the granting of easements for utilities or for public purposes consistent with the intended use of the Commons by the Association shall not be deemed a transfer within the meaning of this subparagraph);
- b. Change the method of determining the obligations, assessments, dues, or other charges which may be levied against a Lot and its Owner;
- c. By act or omission change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance of the Residences constructed upon a Lot, the exterior maintenance of Residences constructed on a Lot or the maintenance of the Commons including, but not limited to, walks, common fences, driveways, and the upkeep of lawns and plantings in the Commons;
- d. Fail to maintain fire and extended coverage on insurable improvements located in the Commons on a current replacement cost basis in an amount not less than 100% of the insurable value (based upon current replacement costs);

e. Use hazard insurance proceeds or losses to any improvements on the Commons for other than the repair, replacement or reconstruction of such Commons property.

Section 6. Priority of First Mortgagees. Notwithstanding anything contained herein to the contrary, no Owner of a Lot, or any other party, shall have priority over any rights of a first mortgagee of a Lot in The Ridge pursuant to its mortgage in the case of a distribution to an Owner of a Lot of insurance proceeds or condemnation awards for losses to, or a taking of, property or improvements located in the Commons.

Section 7. Notice to Mortgagee. Upon request, a first mortgagee shall be entitled to written notification from the Association of any default in the performance by the Owner of a Lot on which said mortgagee holds a first mortgage of any obligation under the Declaration, the Articles, the By-Laws, the Architectural Rules, or the Association Rules which is not cured within 60 days.

Section 8. Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association or any Owner or Owners of Lots within The Ridge. However, any other provisions to the contrary notwithstanding, only the Association, the Board, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of this Declaration.

Section 9. Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation, pertaining to the ownership, occupation, or use of any property within The Ridge is hereby declared to be a violation of the Declaration and subject to any or all of the enforcement procedures set forth in said Declaration.

Section 10. Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

Section 11. Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered 48 hours after a copy of same has been deposited in the Certified United States Mail, postage prepaid, addressed as follows:

If to the Association:

c/o the registered agent of The Ridge at Shadowlaks Community Association, Inc., an Oklahoma non-profit corporation.

If to an Owner:

To the address last furnished by an Owner to the Association.

Provided, however, that any such address may be changed at any time by the party concerned by recording a written notice of change of address and delivering a copy thereof to the registered agent of the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the registered agent of the Association, and shall promptly notify the Association in writing of any subsequent change of address. If no address has been furnished to the Association by an Owner, notice may be given an Owner by posting written notice on the Owner's Lot.

Section 12. Right to Assign. The Declarant, by an appropriate instrument or instruments, may assign or convey to any person, persons or entity any or all of the rights, reservations, easements, powers of appointment, and privileges herein reserved by them, and upon such assignment or conveyance being made, their assignees or grantees may, at their option, exercise, transfer, or assign such rights, reservations, easements, and privileges 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 13. The Declaration. By becoming an Owner of a Lot, each Owner for himself, or itself, his heirs, personal representatives, successors, transferees, and assigns, becomes bound, accepts and agrees to all of the rights, powers, easements, provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed and granted by this Declaration and any amendments thereof. In addition, each such Owner, by so doing, thereby acknowledges that this Declaration sets forth a general plan for the improvement and development of The Ridge and hereby evidences his interest that all rights, powers, easements, provisions, restrictions, conditions, covenants, rules, and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, successors, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive, and enforceable by the various future Owners of Lots in The Ridge.

Section 14. Term and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years, unless the then-Owners of 80% of the Lots vote to amend or revoke this Declaration. To become effective, any such amendment or revocation must be recorded.

Section 15. Enumeration of Specifics. As used in this Declaration, the enumeration of items within a class shall not be deemed to limit the intended expression to those items only, but shall be broadly interpreted to affect the overall intent of this Declaration so that such expression shall include all things which might reasonably fall within such class of items so enumerated and similar or closely related classes, so long as such interpretation is beneficial to and in the furtherance of the purposes of this Declaration.

Section 16. Descriptive Headings. Captions and headings contained in this Declaration are for convenience and reference purposes only, and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Declaration or of any provision hereof.

Section 17. Oklahoma Law. The interpretation and enforcement of this Declaration shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 11th day of December, 1980.

DECLARANT:

American First Title and Trust Company

By Barry Dixon
Barry Dixon, Vice President

ATTEST:

Shirley C. Baker
Secretary

By Waxwell Deputy

shall be removed from the Lots, and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot.

RE: AMENDMENT OF DECLARATION - MAINTENANCE

The Chairman discussed the general appearance of the property located in the Ridge at Shadowlake and called particular attention to the desirability of maintaining the property more frequently. The Chairman stated that it would be desirable for the Association to be able to contract for the mowing, cleanup, and maintenance of the property owned by each unit owner, and the yards and the common areas located within the Ridge at Shadowlake. After debate, the following motion was made, duly seconded, and passed by more than 80% of the votes of owners of lots as required by the Declaration.

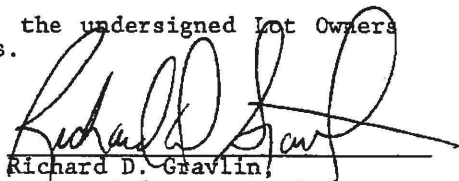
Amendment 2. Article IV, Section 1 f. is hereby amended by adding the following as a new subsection (3), as follows:

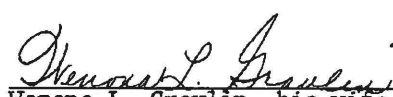
(3) The Association may, arrange for the maintenance of all or a portion of the shrubs, trees, grass, ground cover, and plantings on the Lots within The Ridge. In such event, all Lots shall receive maintenance to a uniform extent and quality, and the cost of such maintenance may be paid by the Association.

NOW THEREFORE, the undersigned parties hereby amend the Declaration as follows:

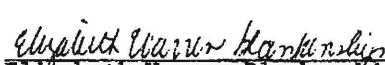
Except as modified by the foregoing, the Declaration otherwise continues in full force and effect.

IN WITNESS WHEREOF, the undersigned Lot Owners have set their hands and seals.

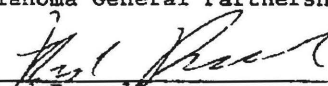

Richard D. Gravlin,
a married person and

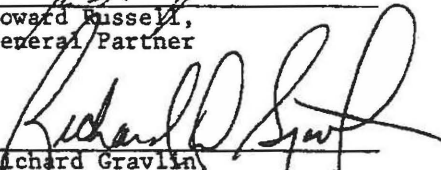

Wenona L. Gravlin, his wife, who
joins in the execution of this
document solely for the purpose
of disclaiming any Homestead rights.



G. T. Blankenship,
an individual, and



Elizabeth Warren Blankenship,
his wife, who joins in the
execution of this document
solely for the purpose of
disclaiming any Homestead rights.

RGDC Partnership,
an Oklahoma General Partnership

By 
Howard Russell,
General Partner

By 
Richard Gravlin,
General Partner

By 
Donald G. Douglas
General Partner

By 
F. Robert Cornell,
General Partner

GENERAL PARTNERS:


Attest:


Karen Fleetwood, Secretary

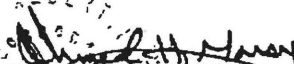
Attest:


Steve Gravlin, Secretary

Attest:


Ahmad H. Morsy, Asst. Sec.

Attest:


Ahmad H. Morsy, Asst. Sec.

The Ridge
an Oklahoma General Partnership

Blankenship Properties, Inc.,
an Oklahoma corporation

By 
G. T. Blankenship, President

Gravco Investment Co.,
an Oklahoma corporation

By 
Richard D. Gravlin, Vice Pres.

The T.S.P. Corporation,
an Oklahoma corporation

By 
Howard L. Russell, President

Fat Albert, Inc.,
an Oklahoma corporation

By 
F. Robert Cornell, President

D.G.D. Enterprises, Inc.,
an Oklahoma corporation

By Donald G. Douglas
Donald G. Douglas, President

American First Title & Trust Company,
an corporation

By John W. Cut
Vice President

Dub Stone Construction Co.,
an corporation

By W.C. Stone
President

Ahmed H. Morsey, Asst. Sec.

Attest:

Constance Magill
Secretary

Attest:

Dale Frie
Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Be it remembered that on this 8th day of April, 1986, before me, a Notary Public in and for said County and State, personally appeared Richard D. Gravlin and Wenona L. Gravlin, to me known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

Gayle Sue Cotton
Notary Public

My Commission Expires:
February 21, 1987

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Be it remembered that on this 11th day of April, 1986, before me, a Notary Public in and for said County and State, personally appeared G. T. Blankenship and Elizabeth Warren Blankenship, to me known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

Carolyn Harrison
Notary Public

My Commission Expires:
September 9, 1987

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)

Be it remembered that on this 8th day of April, 1986, before me, a Notary Public in and for said County and State, personally appeared Howard Russell, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as a General Partner of RGDC Partnership, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires:
February 21, 1987

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)

Be it remembered that on this 8th day of April, 1986, before me, a Notary Public in and for said County and State, personally appeared Richard D. Gravlin, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as a General Partner of RGDC Partnership, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires:
February 21, 1987

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)

Be it remembered that on this 8th day of April, 1986, before me, a Notary Public in and for said County and State, personally appeared Donald D. Douglas, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as a General Partner of RGDC Partnership, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires:
February 21, 1987

Notary Public

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)

Be it remembered that on this 8th day of April, 1986, before me, a Notary Public in and for said County and State, personally appeared F. Robert Cornell, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as a General Partner of RGDC Partnership, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires:

February 21, 1987

Gayla Sue Cotton
 Notary Public

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)

Be it remembered that on this 11th day of April, 1986, before me, a Notary Public in and for said County and State, personally appeared G. T. Blankenship, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as a General Partner of RGDC Partnership, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires:

September 9, 1987

Carolyn H. Hannon
 Notary Public

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)

Be it remembered that on this 8th day of April, 1986, before me, a Notary Public in and for said County and State, personally appeared Richard D. Gravlin, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as a General Partner of RGDC Partnership, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires:

February 21, 1987

Gayla Sue Cotton
 Notary Public

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)

Be it remembered that on this 8th day of April, 1986, before me, a Notary Public in and for said County and State, personally appeared Howard L. Russell, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as a General Partner of RGDC Partnership, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

Layla Sue Cotton
 Notary Public

My Commission Expires:
February 21, 1987

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)

Be it remembered that on this 8th day of April, 1986, before me, a Notary Public in and for said County and State, personally appeared Robert Cornell, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as a General Partner of RGDC Partnership, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

Layla Sue Cotton
 Notary Public

My Commission Expires:
February 21, 1987

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)

Be it remembered that on this 8th day of April, 1986, before me, a Notary Public in and for said County and State, personally appeared Donald G. Douglas, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as a General Partner of RGDC Partnership, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

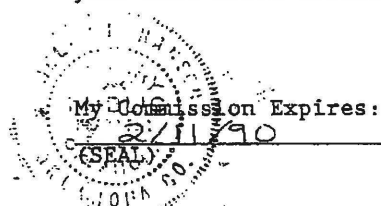
Layla Sue Cotton
 Notary Public

My Commission Expires:
February 21, 1987

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said County and State, on this 1st day of May, 1986, personally appeared John W. Cox, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of such American First Title & Trust Company, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

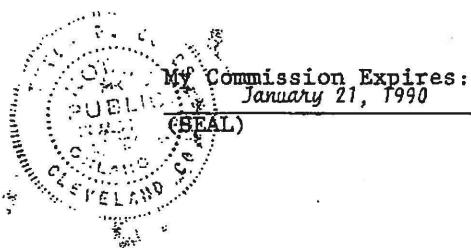


Helen M. Hanson
 Notary Public

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said County and State, on this 8th day of April, 1986, personally appeared W. C. Stone, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of such Dub Stone Construction Co., for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.



Douglas A. Collins
 Notary Public

STATE OF OKLAHOMA
CLEVELAND COUNTY
FILED FOR RECORD
1982 DEC 21 AM 9:52
SALLIE JEAN GATEWOOD
COUNTY CLERK

43516

BOOK 1349 PAGE 191

1700
11

AMENDMENT TO
THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF THE RIDGE AT SHADOWLAKE

THIS AMENDMENT to the Declaration of Covenants and Restrictions of The Ridge at Shadowlake, an addition to Oklahoma City, is hereby made by the undersigned Owners of the Lots in The Ridge at Shadowlake addition, effective as of the date this instrument is recorded in the Cleveland County records;

W I T N E S S E T H:

WHEREAS, the Declaration of Covenants and Restrictions of The Ridge at Shadowlake (the "Declaration") was recorded in Book 12 Plats, at Page 189 of the Cleveland County records; and

WHEREAS, the undersigned Owners own 80% of the lots in The Ridge at Shadowlake and are thereby entitled to amend said Declaration pursuant to Article X, Section 3 thereof;

NOW THEREFORE, the undersigned parties hereby amend the Declaration as follows:

Amendment 1. On Page 1 of the Declaration the paragraph beginning "WHEREAS, Declarant is the Owner of certain real property platted as The Ridge at Shadowlake. . ." is hereby amended to read as follows:

"WHEREAS, Declarant is the Owner of certain real property platted as The Ridge at Shadowlake, an addition to Oklahoma City, Cleveland County, State of Oklahoma, which plat is recorded in Book 12 Plats, at Page 189 of the Cleveland County records, more particularly described as follows:

Part of the SE/4 Section 6, Tion, R3W of the I. M. Cleveland County, Oklahoma City, Oklahoma more particularly described as follows: Beginning at a point 1808.00 feet North, 530.28 feet West and 30.00 feet South of the SE/C of said SE/4; thence South 155.00 feet; thence S24° 01' 41"E 148.04 feet; thence East 76.95 feet; thence S32° 35' 58" W 341.93 feet; thence S08° 32' 01"W 186.68 feet; thence S18° 28' 28"E 247.95 feet; thence West 623.88 feet; thence North 998.06 feet; thence East 620.00 feet to the point or place of beginning, containing 14.1485 acres more or less."

Amendment 2. Article I, Section 8 of the Declaration is hereby amended to read as follows:

"Section 8. Commons. 'Commons' shall mean those areas designated on the sub-division plat as common area, and all other real property whether improved or unimproved, owned, leased, or controlled by the Association for the common use and enjoyment of the members of the Association. The common area is more particularly described as Lots A and B, Block 28; Lot A, Block 29, and Lots A, B, C, D, and E, Block 30 according to the recorded plat thereof."

RETURN TO: Mr. Richard D. Gravin, P.O. Box 19060, Oklahoma City, OK 73144

Amendment 3. Article III, Section 1b of the Declaration is hereby amended to read as follows:

"b. the right of the Association by instrument executed by the President (or any vice-president) and attested to by the Secretary (or any assistant secretary) of the Association to dedicate, transfer, or grant an easement or right-of-way to all or any part of the Commons to any public or quasi-public agency, authority, or utility for such purposes and subject to such conditions as may be authorized by the Board and agreed to by 2/3rds of the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of the members, and executed by the President (or any Vice-President) and Secretary (or any assistant secretary) of the Association, certifying that a majority of the Board is agreed to such dedication and transfer, is filed of record. Such certificate shall be deemed conclusive as to the fact that a majority of the Board, and two-thirds of the members have authorized such dedication, transfer, or grant, as well as to the purposes and conditions thereof."

Amendment 4. Article III, Section 2 of the Declaration is hereby amended to read as follows:

"Section 2. Right to Split Lots. A lot and easement of use and enjoyment in the Commons appurtenant thereto may be physically split, rearranged or subdivided only with written approval by the Board. The written approval by the Board shall be filed with, or made a part of, the instrument effecting such a split, rearrangement or subdivision."

Amendment 5. Article III, Section 4 of the Declaration is hereby amended to read as follows:

"Section 4. Damage or Destruction of the Commons by Owners. In the event any part of the commons is damaged or destroyed by an Owner, an Owner's family, or any of the Owner's invitees such Owner does authorize the Association to repair said damage to area and the amount necessary for such repairs shall be paid by such Owner upon demand to the Association and the Association may enforce collection of the same. Nothing in this section is intended to impose absolute liability on any Owner for damage to the commons beyond that which the Owner would be legally responsible for under state law."

Amendment 6. Article VI, Section 3 of the Declaration is hereby amended to read as follows:

"Section 3. Voting. Owners, except as provided below, shall vote only by Lot, and each Lot shall have one vote. Fractional votes shall not be allowed. In the event Owners of a lot are unable to agree among themselves as to how the vote for that Lot shall be cast, they shall lose their right to cast the vote for such Lot on the matter in question. When any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Lot, unless the other Owner or Owners are present and object at the time the vote is cast. Notwithstanding anything contained herein to the contrary, Declarant shall have three votes for each Lot owned by Declarant. A mortgagee who becomes an Owner by foreclosure or by deed in lieu of foreclosure shall

succeed to the number of votes of the mortgagee's predecessor in title."

Amendment 7. Article VII, Section 3 is hereby amended to read as follows:

"Section 3. Amount of Regular Assessment. Regular assessments shall be made on an annual basis, and shall be fixed at a uniform rate per month for all Lots. The regular assessment for the calendar year 1981 shall be \$25.00 per Lot per month. For calendar years after 1981, the maximum regular assessment per Lot per month shall be 7.5% above the maximum regular assessment per lot per month permissible for the previous year. For calendar years, 1982, and after, the Board may set the regular assessment in any amount per Lot per month not in excess of the maximum regular assessment per lot per month for the year for which the assessment is made. The regular assessment per Lot per month may be set in excess of the maximum only if first recommended by the Board and approved by 2/3 of the votes of the lots."

Amendment 8. Article VII, Section 5 is hereby amended to read as follows:

"Section 5. Regular and Special Assessment Obligations. Lots and the Owners thereof and the Declarant shall be obligated for any regular assessment or special assessment per Lot made by the Association. Written notice of any meeting called for the purpose of approving any regular or special assessment requiring Owner approval shall be sent to all Owners not less than 30 days nor more than 60 days in advance of the meeting. At the first meeting called, the presence at the meeting of Owners, or of proxies, entitled to cast 60% of all the votes shall constitute a quorum. If the required quorum is not forthcoming at the first meeting, another meeting may be called, after written notice of the second meeting is sent to all Owners not less than thirty days nor more than sixty days in advance of the second meeting. The required quorum at any such subsequent meeting shall be 1/2 of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than 60 days following the preceding meeting."

Amendment 9. Article VII, Section 6 is hereby amended to read as follows:

"Section 6. Date of Commencement of Assessments; Due Dates. The regular assessment period shall be the calendar year. The regular assessment shall be established at least thirty days in advance of each regular assessment period. Written notice of the regular assessment and each special assessment shall be sent to every Owner subject thereto. The due date (or dates, if made payable in installments) shall be established by the Board. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid."

Amendment 10. Article VII, Section 8 is hereby amended to read as follows:

"Section 8. Effect of Non-payment of Assessments; Remedies of the Association. Each Owner of any Lot shall be deemed to covenant and agree to the enforcement of the assessments in the manner herein specified. If any assessment, or installment thereof, is

not paid by the due date specified by the Board, the Owner or Owners of the Lot for which the delinquent assessment or installment is unpaid shall lose the right to cast the vote of that Lot in the Association until all amounts due are paid in full. The Association may employ an attorney or attorneys for collection of any delinquent assessment or installment thereof, whether by suit or otherwise, or to enforce compliance with or for specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, the Articles, By-Laws, Architectural Rules, or the Association Rules. In addition to any amounts due or any relief or remedy obtained by the Association against an Owner, such Owner agrees to pay the Association its reasonable attorneys' fees, plus interest and costs thereby incurred. Any interest provided in this Declaration shall be charged at an annual rate of 10% per annum compounded monthly. In the event an assessment or installment thereof is not paid when due, and thus becomes a delinquent obligation, or in the event an Owner fails to perform or comply with any other obligation of this Declaration, the Articles, By-Laws, Architectural Rules, or the Association Rules, then (in addition to any other remedies herein or by law or by equity provided) the Association may enforce each such obligation by either or both of the following procedures:

a. Enforcement by Suit. The Board may cause a suit to be commenced and maintained in the name of the Association against an Owner to collect such delinquent assessments; to cause a temporary and/or permanent injunction or mandatory injunction to issue for compliance with or performance of said obligations by an Owner and/or his invitees; and to seek damages against an Owner or his invitee for violation of said obligation. Any judgment rendered in favor of the Association in any such action shall include (but not necessarily be limited to) the amount of any delinquency, together with interest thereon from the date of delinquency at the rate provided above, court costs, and reasonable attorneys' fees in such amount as the court may adjudge against the Owner.

b. Enforcement by Lien. The Association may file of record a lien in favor of the Association, against any Lot with a delinquent assessment. Such a lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

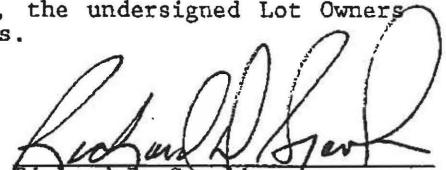
- (1) The name of the Owner of the Lot with the delinquent assessment;
- (2) The legal description and street address of the Lot against which lien is filed;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, court costs, and reasonable attorneys' fees, all of which constitute the amount of the lien; and,
- (4) A recital to the effect that the lien is filed by the Association pursuant to the Declaration.

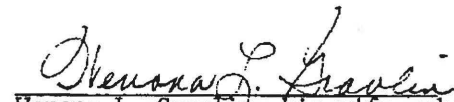
Upon recordation of a duly executed original or copy of such a lien, then the lien shall immediately attach and

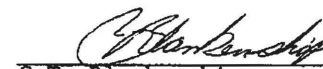
become effective in favor of the Association as a lien upon the Lot against which such assessment was levied, and shall secure the amounts claimed therein. Such a lien shall have priority over any claim of homestead or other exemption and over all liens, mortgages, deeds of trust, or claims or encumbrances created subsequent to the recordation of the lien provided hereby, except only tax liens for real property taxes on any Lot, and assessments on any Lot in favor of any municipal or other governmental assessing unit. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the laws of the State of Oklahoma, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. Each Owner, by becoming an Owner of a Lot in The Ridge hereby expressly waives any objection to the enforcement and foreclosure of this lien substantially in the manner provided herein, or in any other manner provided by law."


Except as modified by the foregoing, the Declaration otherwise continues in full force and effect.

IN WITNESS WHEREOF, the undersigned Lot Owners have set their hands and seals.


Richard D. Gravin,
a married person and


Wenona L. Gravin, his wife, who
joins in the execution of this
document solely for the purpose
of disclaiming any Homestead rights.


G.T. Blankenship,
an individual and


Elizabeth Warren Blankenship,
his wife, who joins in the
execution of this document
solely for the purpose of
disclaiming any Homestead rights.

RGDC Partnership,
an Oklahoma General Partnership

By [Signature]
Howard Russell,
General Partner

By [Signature]
Richard Gravlin,
General Partner

By [Signature]
Donald G. Douglas,
General Partner

By [Signature]
F. Robert Cornell,
General Partner

GENERAL PARTNERS:

Attest:

[Signature]
Karen Fleetwood, Secretary

Attest:

[Signature]
Steve Gravlin, Secretary

Attest:

[Signature]
Ahmed H. Morsy, Asst. Sec.

Attest:

[Signature]
Ahmed H. Morsy, Asst. Sec.

Attest:

[Signature]
Ahmed H. Morsy, Asst. Sec.

The Ridge
an Oklahoma General Partnership

Blankenship Properties, Inc.,
an Oklahoma corporation

By [Signature]
G.T. Blankenship, President

Gravco Investment Co.,
an Oklahoma corporation

By [Signature]
Richard D. Gravlin, Vice Pres.

The T.S.P. Corporation
an Oklahoma corporation

By [Signature]
Howard L. Russell, President

Fat Albert, Inc.,
an Oklahoma corporation

By [Signature]
F. Robert Cornell, President

D.G.D. Enterprises, Inc.,
an Oklahoma corporation

By [Signature]
Donald G. Douglas, President



American First Title & Trust Company,
a corporation

Conley
Asst. Secretary

By *James B. Pitt*
Vice-President

Attest:

Dub Stone Construction Co.,
a corporation

David Pitt
Secretary

By *W.C. Stone*
President

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS:

Be it remembered that on this 14th day of
December, 1982, before me, a Notary Public in
and for said County and State, personally appeared Richard
D. Gravlin and Wenona L. Gravlin, to me known to be the
identical persons described in and who executed the within
and foregoing instrument and acknowledged to me that they
executed the same as their free and voluntary act and deed
for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my
official signature and affixed my notarial seal the day
and year last above written.

Karen Fleetwood
Notary Public

My Commission Expires:

July 10, 1985
(SEAL)

(SEAL)

CITY

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Be it remembered that on this 14th day of December, 1982, before me, a Notary Public in and for said County and State, personally appeared G.T. Blankenship and Elizabeth Warren Blankenship, to me known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

Karen Fleetwood
Notary Public

My Commission Expires:

July 10, 1985

(SEAL)

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Be it remembered that on this 14th day of December, 1982, before me, a Notary Public in and for said County and State, personally appeared Howard Russell, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as a General Partner of RGDC Partnership, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

Karen Fleetwood
Notary Public

My Commission Expires:

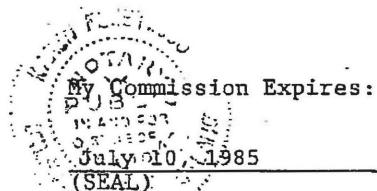
July 10, 1985

(SEAL)

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Be it remembered that on this 14th day of December, 1982, before me, a Notary Public in and for said County and State, personally appeared Richard D. Gravin, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as a General Partner of RGDC Partnership, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

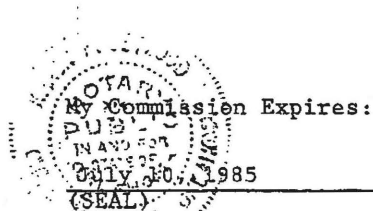


Karen Fleetwood
Notary Public

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Be it remembered that on this 14th day of December, 1982, before me, a Notary Public in and for said County and State, personally appeared Donald G. Douglas, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as a General Partner of RGDC Partnership, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.



Karen Fleetwood
Notary Public

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Be it remembered that on this 14th day of December, 1982, before me, a Notary Public in and for said County and State, personally appeared F. Robert Cornell, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as a General Partner of RGDC Partnership, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

Karen Fleetwood
Notary Public

My Commission Expires:

July 10, 1985

(SEAL)

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Be it remembered that on this 14th day of December, 1982, before me, a Notary Public in and for said County and State, personally appeared G.T. Blankenship, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as a General Partner of RGDC Partnership, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

Karen Fleetwood
Notary Public

My Commission Expires:

July 10, 1985

(SEAL)

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Be it remembered that on this 14th day of December, 1982, before me, a Notary Public in and for said County and State, personally appeared Richard D. Gravlin, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as a General Partner of RGDC Partnership, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

Karen Fleetwood
Notary Public

My Commission Expires:

JULY 10, 1985
(SEAL)

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Be it remembered that on this 14th day of December, 1982, before me, a Notary Public in and for said County and State, personally appeared Howard L. Russell, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as a General Partner of RGDC Partnership, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

Karen Fleetwood
Notary Public

My Commission Expires:

JULY 10, 1985
(SEAL)

STATE OF OKLAHOMA)-
) SS:
COUNTY OF OKLAHOMA)

Be it remembered that on this 14th day of December, 1982, before me, a Notary Public in and for said County and State, personally appeared F. Robert Cornell, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as a General Partner of RGDC Partnership, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires:

July 10, 1985
(SEAL)

Karen Fleetwood
Notary Public

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Be it remembered that on this 14th day of December, 1982, before me, a Notary Public in and for said County and State, personally appeared Donald G. Douglas, to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as a General Partner of RGDC Partnership, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires:

July 10, 1985
(SEAL)

Karen Fleetwood
Notary Public

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)

Be it remembered that on this 14th day of
December, 1982, before me, a Notary Public in
 and for said County and State, personally appeared
JAMES B. DIXON, to me known to be the
 identical person who subscribed the name of the maker
 thereof to the foregoing instrument as its President, and
 acknowledged to me that he executed the same as his free
 and voluntary act and deed of American First Title & Trust
 Company, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my
 official signature and affixed my notarial seal the day
 and year last above written.

Karen Fleetwood
 Notary Public

NOTARY PUBLIC
 My Commission Expires:
July 10, 1985
 (SEAL)

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)

Be it remembered that on this 14th day of
December, 1982, before me, a Notary Public in
 and for said County and State, personally appeared
W. C. Stone, to me known to be the
 identical person who subscribed the name of the maker
 thereof to the foregoing instrument as its President, and
 acknowledged to me that he executed the same as his free
 and voluntary act and deed of Dub Stone Construction Co.
 for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my
 official signature and affixed my notarial seal the day
 and year last above written.

Karen Fleetwood
 Notary Public

NOTARY PUBLIC
 My Commission Expires:
July 10, 1985
 (SEAL)

STATE OF OKLAHOMA)
 COUNTY OF CLEVELAND) SS
 I, TAMMY HOWARD, County Clerk in and for the
 county and state above named do hereby certify
 that the foregoing is a true and correct copy of a
 the instrument now on file in my office.

Witness my hand and official seal this
04 day of June, 1982

TAMMY HOWARD, County Clerk
 By Amey S. Sudd
 Deputy

**DECLARATION OF COVENANTS AND RESTRICTIONS OF
THE RIDGE AT SHADOWLAKE**

12/11/80 Original Recorded #38560 in Book 740 Pages 285-305, Cleveland County
12/21/82 Amended #43516 in Book 1349, pages 191-203
5/13/85 Amended #17023 in Book 1932, pages 606-613, Cleveland County

Amended

**DECLARATION OF COVENANTS AND RESTRICTIONS OF
THE RIDGE AT SHADOWLAKE**

THIS DECLARATION, made on the date hereinafter set forth by American First Tile and Trust Company, an Oklahoma corporation (hereinafter referred to as “Declarant”).

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property platted as The Ridge at Shadowlake an addition to Oklahoma City, Cleveland County, State of Oklahoma, which plat is recorded in Book 12 Plats, at Page 409 189 of Cleveland County records; ~~and, more particularly described as follows;~~

Part of the SE/4 Section 6, Tion, R3W of the I.M. Cleveland County, Oklahoma City, Oklahoma more particularly described as follows: Beginning at a point 1808.00 feet North, 530.28 feet West and 30.00 feet South of the SE/C of said SE/4; thence South 155.00 feet; thence S24° 01’ 41” E 148.04 feet; thence East 76.95 feet; thence S32° 35’ 58” W 341.93 feet; thence S08° 32’ 01” W 186.68 feet; thence S18° 28’ 28” E 247.95 feet; thence West 623.88 feet; thence North 998.06 feet; thence East 620.00 feet to the point or place of beginning, containing 14.1485 acres more or less.

Amendment 1 of 10:
43516
Book 1349 page 191

WHEREAS, Declarant desires to create a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the said community; and,

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in such community and for the maintenance and improvement of said parks, playgrounds, open spaces, and other common facilities now existing or hereafter erected thereon; and, to this end, desires to subject the property together with such additions as may hereafter be made thereto, as provided herein, to the covenants, restrictions, casements, charges, and liens hereinafter 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 foregoing purposes, to incorporate under the laws of the State of Oklahoma, as a non-profit corporation, THE RIDGE AT SHADOWLAKE COMMUNITY ASSOCIATION, INC. for the purpose of exercising the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created;

NOW THEREFORE, Declarant hereby declares that all of the real property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, rights, powers, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof and such Owner’s heirs, devisees, personal representatives, trustees, successors, and assigns.

ARTICLE I

DEFINITIONS

Section 1. “Architectural Committee” shall mean the committee created pursuant to ARTICLE VIII hereof.

Section 2. “Architectural Rules” shall mean the rules adopted by the Architectural Committee.

Section 3. “Articles” shall mean the Articles of Incorporation of The Ridge at Shadowlake Community Association, Inc., filed in the office of the Secretary of State of the State of Oklahoma, as said Articles may be amended from time to time.

Section 4. “Association” shall mean The Ridge at Shadowlake Community Association, Inc., and Oklahoma non-profit corporation, its successors and assigns.

Section 5. “Association Rules” shall mean the rules adopted by the Association as they may be amended from time to time.

Section 6. “Board” shall mean the Board of Directors of the Association.

Section 7. “By-Laws” shall mean the By-Laws of the Association, as such By-Laws may be amended from time to time.

Section 8. “Commons” shall mean those areas designated on the Subdivision Plat as “Common Area”, and all other real property whether improved or unimproved, owned, leased, or controlled by the Association for the common use and enjoyment of members of the Association. The common area is more particularly described as Lots A and B, Block 28; Lot A, Block 29, and Lots A, B, C, D, and E, Block 30 according to the recorded plat thereof.

Amendment
2 of 10:
43516
Book 1349
Page 191

Section 9. “Declarant” shall mean American First Title and Trust Company, an Oklahoma corporation.

Section 10. “Declaration” shall mean this Declaration of Covenants and Restrictions of The Ridge at Shadowlake and the covenants, conditions, and restrictions set forth in this entire document, as same may from time to time be amended, relating to all or part of The Ridge at Shadowlake.

Section 11. “Improvement” shall mean any improvements, including, but not limited to, structures, paths, bridges, crossings, parking areas, fences, walls, mail box, hedges, plantings, trees and shrubs, and all other structures or landscaping improvements of every type and kind.

Section 12. “Lot” shall mean any one of the 82 parcels or real property designated as Lots on the recorded Subdivision Plat. After the construction of a Residence on Lot 15 in Block 29, “Lot” shall no longer mean Lot 15 in block 29, but shall mean any one of the Residences which are completed on Lot 15 in block 29. The ownership of each Lot shall include with it and have appurtenant the ownership of an easement for the use and enjoyment of the Commons.

Section 13. “Owner(s)” shall mean the record owner, whether one or more persons or entities, of legal title to any Lot. The foregoing does not include persons or entities who hold an interest in any Lot and the appurtenant Commons merely as security for the performance of an obligation. Owner shall not include a lessee or tenant of a Residence. Each Owner shall be a member of the Association.

Section 14. “Property” shall mean that certain real property which is the subject of the Subdivision Plat, and such annexed property as may hereafter be brought within the jurisdiction of the Association.

Section 15. “Purchaser” shall mean any person or other legal entity, other than Declarant, who becomes an Owner within The Ridge at Shadowlake.

Section 16. “Residence” shall mean a building, house, unit, or unit ownership estates used as a Residence for a Single Family.

Section 17. “Residential Use” shall mean the occupation or use of a Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county, or municipal rules and regulations.

Section 18. “Single Family” shall mean one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three persons not all so related, who maintain a common household in a Residence.

Section 19. “Subdivision Plat” shall mean the plat recorded in Book __ Plats, Page __ of the Cleveland County records, together with any other real property as may from time to time be annexed thereto.

Section 20. “The Ridge” shall mean all real property which is subject to the Declaration, together with such other real property as may from time to time be annexed thereto under the provisions hereof.

Section 21. “Visible From Neighboring Property” shall mean with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of the Property, or on any public rights of way adjacent thereto, but is not applicable to objects approved in writing by the Architectural Committee and continuously maintained, landscaped, and screened in accordance with the requirements of the Architectural Committee,

ARTICLE II

DECLARATION

Section 1. General Declaration Creating The Ridge at Shadowlake. Declarant shall develop The Ridge at Shadowlake by subdivision into various residential Lots and Commons. Declarant intends to sell and convey to Purchasers Lots so developed subject to this Declaration. Declarant hereby declares that all of the real property within The Ridge at Shadowlake is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved, or transferred in whole or in part, subject to the Declarations, as amended or modified from time to time. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, improvement, and sale of said real property and is established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Owners, and their successors in interest.

Section 2. Conveyance to Association. Declarant hereby grants, sells, bargains, and conveys to the Ridge at Shadowlake Community Association, Inc. all of the common areas in The Ridge at Shadowlake as shown by the recorded plat thereof, less and except all oil, gas, and other minerals, and subject to his Declaration, easements, restrictions, rights of way, and zoning ordinances of record, and free and clear of all mortgages and liens.

Section 3. No Ownership of Lake. The Ridge is adjacent to other property (the “Lake Property”) not included in the Subdivision Plat, which other property presently contains a body of water known as Shadowlake. Neither the Association nor any Owner of any Lot in The Ridge has or is entitled to acquire any ownership or other rights in Lake Property. The Lake Property is currently owned by the Declarant and the owners of the Lake Property have not granted and are not obligated to grant to the Association or any Owner any rights in the Lake Property or rights to use the Lake Property.

There is no obligation by the owners of the Lake Property to maintain the Lake Property as a lake. Each Owner of a Lot in The Ridge purchases such Lot with the full awareness that the Lake Property may not always have its present appearance; may be used for purposes other than the present use, in the sole discretion of the owners of the Lake Property; that the Lake Property is subject to future development, the Lake Property may be permanently drained, in whole or in part, have its shoreline modified, and have islands, peninsulas, docks, or buildings constructed thereon; and generally that neither the Association nor the Owner of any Lot in The Ridge has any right to control or influence any aspect of the future use or maintenance of the Lake Property.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners’ Easements of Enjoyment. Every Owner has the right and easement of enjoyment in and to the entire Commons which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to control and limit the use of the Commons as provided in this Declaration, the Articles, the By-Laws, the Architectural Rules, and the Association Rules. An Owner, subject to the By-Laws and Association Rules, may delegate his right of enjoyment of the Commons to the members of his family, his guests, and his tenants. The controls and limitations shall include, but not necessarily be limited to, the following:

- a. The right of the Association to suspend the Owner’s voting rights and right of the Owner and the Owner’s invitees, including but not limited to, members of the Owner’s family and an Owner’s tenants and guests, to use the Commons and the facilities situated upon the Commons for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of this Declaration, the Articles, the By-Laws, the Architectural Rules, or the Association Rules by an Owner or an Owner’s invitee.
- b. The right of the Association by instrument executed by the President (or any Vice President) and attested to by the Secretary (or any Assistant Secretary) of the Association to dedicate, transfer or grant an easement or right of way to all or any part of the Commons to any public or quasi-public agency, authority, or utility for such purposes and subject to such conditions as may be authorized by the Board and agreed to by 2/3 of the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3 of the members, and ~~has first been~~ executed by the President (or any Vice President) and Secretary (or any Assistant Secretary) of the Association, certifying that a majority of the Board has agreed to such dedication or transfer, and filed of record. Such certificate shall be deemed conclusive as to the fact that a majority of the Board and two-thirds of the members ~~have has~~ authorized such dedication, transfer, or grant, as well as to the purposes and conditions thereof;
- c. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Commons and in aid thereof to mortgage those portions of the Commons to which the Association has acquired legal title, provided, however, any such mortgage shall provide that in the event of a default the mortgagee’s

rights there under as to any of such Commons shall be limited to a right, after taking possession thereof, and without changing the character thereof, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied. Whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored;

- d. The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure;
- e. The right of the Association to charge the members reasonable admission and other fees for the use of the Commons.

Section 2. No Right to Split Lots, Etc. A Lot and ~~the~~ easement of use and enjoyment in the Commons appurtenant thereto may be physically split, rearranged or subdivided only with written approval by the Board. The written approval by the Board shall be filed with, or made a part of, the instrument effecting such a split, rearrangement or subdivision. ~~shall not be separated or divided one from the other by any means; nor shall any Lot be physically split or subdivided into two or more parcels by any means, except Lot 15 in Block 29 which may be converted to unit ownership estates. For the purpose of the preceding sentence "any means" includes but is not limited to deeds, mortgages or liens, mortgage or lien foreclosures, partition suits or any other means whatsoever.~~

Section 3. Maintenance by Association. The Association may, at any time as to any part of the Commons:

- a. **REPAIR:** Repair, maintain, reconstruct, replace, refinish or complete any Improvement or portion thereof upon any such area in accordance with the last plans thereof approved by the Architectural Committee; the original plans for the Improvement; or, if neither of the foregoing is applicable and if such Improvement was in existence prior to this Declaration, then in accordance with the original design, finish, or standard of construction of such Improvement as same existed;
- b. **WALKS AND PATHS.** Construct, reconstruct, repair, replace, maintain, resurface or refinish any walk or path improvement or surface upon any portion of the Commons, whether used as a walk, path, trail, parking area, or drainage area;
- c. **MAINTENANCE.** Maintain, remove, replace or treat injured and diseased trees or other vegetation in any such area, and plant trees, shrubs, and ground cover to the extent that the Association deems desirable for the conservation of water and soil or for aesthetic purposes;
- d. **SIGNS.** Place and maintain upon any such area such signs as the Association may deem appropriate for the proper identification, use, and regulation thereof; and,
- e. **OTHER.** Do all such other and further acts which the Association deems necessary to maintain, preserve, and protect the Commons and the beauty thereof, in accordance with the general purposes specified in this Declaration. The Association shall be the sole judge as to the appropriate maintenance, preservation, and protection of all grounds within the Commons.

Section 4. Damage or Destruction of the Commons by Owners. In the event any part of the Commons is damaged or destroyed by an Owner, an Owner's family, or any of an Owner's invitees, such Owner does hereby authorize the Association to repair said

damaged to 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 and the amount necessary for such repairs shall be paid by such Owner, upon demand, to the Association, and the Association may enforce collection of same. in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments. Nothing in this section is intended to impose absolute liability on any Owner for damage to the Commons beyond that which the Owner would be legally responsible for under state law.

Section 5. Use by Motor Vehicles. No motor vehicle of any description, other than vehicles used in maintenance of the Commons shall be allowed on the unpaved portion of the Commons, unless specifically authorized by the Board.

Section 6. Regulation. The Association shall have the exclusive right to make, promulgate, supplement, amend, change or revoke the Association Rules pertaining to the use and operation of the Commons and all other property within The Ridge. All Owners shall abide by the Association Rules and shall be responsible for all acts of the Owner's family and invitees.

Section 7. Uniform Maintenance. Declarant, and each Owner of any Lot in The Ridge, and the Association, hereby covenants each with the other that any maintenance provided by the Association for the Commons and the Improvements located thereon, shall be in a substantially uniform manner and to uniform standards consistent with the intent of this Declaration. Such maintenance shall be performed by the Association.

Section 8. Improvements. No Improvements shall be placed or constructed upon or added to the Commons except with the prior written approval of the Architectural Committee and the Board, except as otherwise specifically provided herein.

Section 9. Existing Improvements. The maintenance of the Improvements in the Commons shall be the responsibility of and at the expense of the Association. Notwithstanding anything herein contained to the contrary or any possible implications of the Subdivision Plat, the Declarant is not under any obligation whatsoever to make any Improvements or provide utilities or other facilities beyond those which exist in The Ridge as of the date a Purchaser acquires his Lot. Declarant makes no warranties (implied or otherwise) regarding any Improvements in The Ridge, but assigns to the Association all warranties (if any) made by third parties with respect to Improvements.

Section 10. Additional Improvements. Though Declarant has no obligation for additional Improvements. Declarant or any other party may, with the consent of the Board and the prior written approval of the Architectural Committee, build or construct Improvements which shall become part of The Ridge and be for the benefit of all Owners.

ARTICLE IV

CLASSIFICATIONS, USES AND RESTRICTIONS

Section 1. Permitted Uses and Restrictions. The permitted uses, easements, and restrictions for Lots (excluding the Commons) within The Ridge covered by this Declaration shall be as follows;

- a. RESIDENTIAL USE. All of the Lots shall be used, improved and devoted exclusively to Residential Use and recreational facilities incidental thereto. No gainful occupation, profession, trade or other non-Residential Use shall be conducted on such Lots. No structure whatever, other than on Residence, together with a private garage for not more than two cars, and such other structures as are contemplated herein shall be erected, placed, or permitted to remain on any of said Lots, ~~except Lot 15 in Block 29. Lot 15 in Block 29 may be developed with not more than 18~~

Residences, together with a private garage or garages for not more than two cars per Residence

- b. CONSTRUCTION REQUIREMENTS. Any Residence constructed upon said Lots in The Ridge shall have the minimum square footage of 800 square feet and may not exceed two stories in height. In computing the square footage of a Residence, the square footage shall be computed exclusive of basements, open porches, carports, garages, and outbuildings. The principal first floor material of the exterior of each wall in all the buildings on any Lot in The Ridge except exterior walls which face the garage area shall be not less than 20% brick, stone or stucco unless the Architectural Committee grants specific approval in writing to a lesser percentage and/or alternate materials in advance. A determination of the Architectural Committee as to the nature of the permissible other materials and percentages thereof on the exterior of the first floor shall be final and binding on all persons. Garages may be attached, built-in or detached, and may be at least two cars wide. Every outbuilding erected on any of said Lots shall, unless the Architectural Committee otherwise consents in writing correspond in style and architecture to the Residence to which it is appurtenant.
- c. BUILDING LINES. Lots in The Ridge shall have no set back requirement for any Improvements located thereon. No encroachment on the Commons by Improvements located on a Lot shall be allowed, except as provided in this Declaration, and except those encroachments which received the prior written approval of the Architectural Committee. The actual location of any Improvements on a Lot shall be designated on a plot plan that has been approved by the Architectural Committee prior to the commencement of construction. However, a minimum separation of ten feet shall be maintained between structures in The Ridge.
- d. DRIVEWAYS. Private driveways from the street to a Residence located on any Lot and garage and carport parking areas shall be concrete, asphalt, or other hard-surface approved by the Architectural Committee, and shall be continuously maintained so as to avoid unsightly deterioration and the growth of grass or any other plant on or through such surface. No driveway shall be constructed or altered without the prior written approval of the Architectural Committee, which shall consider the appearance, design, and materials of said driveway and the effect the driveway may have on drainage affecting the Commons or any other Lot.
- e. IMPROVEMENTS AND ALTERATIONS. No Improvement shall be placed on any Lot within The Ridge, and no alterations, repairs, excavation, or other work which in any way alters the exterior appearance of any Lot within The Ridge or the Improvements located thereon shall be made or done without the prior written approval of the Architectural Committee. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Committee.
- f. MAINTENANCE OF LAWNS AND PLANTING.
 - (1) Each Purchaser of said Lots within The Ridge shall keep all shrubs, trees, grass, ground cover, and plantings of every kind on his Lot, properly covered with Bermuda grass or other appropriate ground cover, mowed and maintained, and free of washes trash, deadwood, weeds, greenbriar, and other unsightly material. The Architectural Committee shall have the power to interpret and enforce the requirements of this subparagraph as it applies to any particular Lot with the objective of maintaining the overall

appearance. In the event a Purchaser fails to perform the maintenance as provided above, Declarant or the Association, or its authorized agents, shall have the right at any reasonable time to perform such maintenance (and to enter upon a Lot, if necessary incidental to performing such maintenance), and the cost thereof shall be assessed to the Purchaser of the Lot, as hereinafter provided.

(2) No Purchaser shall remove, alter, injure, or interfere in any way with any shrubs, trees, or plantings upon the Commons with the prior written consent of the Architectural Committee having first been obtained.

(3) The Association may, arrange for the maintenance of all or a portion of the shrubs, trees, grass, ground cover, and plantings on the Lots within The Ridge. In such event, all Lots shall receive maintenance to a uniform extent and quality, and the cost of such maintenance may be paid by the Association.

Amendment 2 of 2:
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g. ANIMALS. No livestock shall be maintained on any of said Lots. No other animals, including but not limited to, birds, fowl, poultry, fish or reptiles, shall be maintained on any of said Lots, other than a reasonable number of generally recognized house or yard pets, and then only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing, exercise, or confinement of any animal shall be maintained on any of said Lots so as to be Visible From Neighboring Property without the prior written consent of the Architectural Committee. Upon the written request of any Owner, the Association may conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal is a generally recognized house or yard pet, or a nuisance, or whether the number of animals on any such property is reasonable; provided, however, that horses, mules, donkeys, cattle, pigs, goats, and sheep shall not be considered as house or yard pets hereunder. Any decision rendered by the Association shall be enforceable as other restrictions contained herein.

h. EASEMENTS AND TENANTS. No Lot within The Ridge shall be further subdivided or separated into smaller Lots or parcels by any Owner, except Lot 15 in Block 29 which may be converted to unit ownership estates. No easement or other such partial interest in a Lot shall be conveyed or transferred by any Owner without the prior written approval of the Association. No portion of a Lot but for the entire Lot, together with the Improvements thereon, may be rented and then only to a Single Family.

i. GRADING AND EXCAVATION. No Improvement 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 minimum or maximum subsurface depth requirement of any utility line, pipe, wire, or easement. Any such interference, encroachment, alteration, disturbance, or damage due to the negligence of an Owner or his agents, contractors, or representatives will be the responsibility of such Owner, and Owner of the line, pipe, wire, or

easement, or the Association, may affect all necessary repairs and charge the cost of the same to such Owner.

- j. NUISANCES. No rubbish, junk, materials, or debris of any kind, nor an excessive number of motor vehicles, nor inoperable motor vehicles shall be placed or permitted to accumulate upon any Lot and no odors shall be permitted to arise there from, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provision, no exterior horns, whistles, bells, or other such devices, except security devices used exclusively for security purposes, shall be located, used, or placed on any of said Lots. Any such security device shall be of a type which will without human intervention cease making noise within 30 minutes after activation. The Board in its sole discretion shall have the right to determine the existence of any such nuisance, rubbish, junk, materials, debris, or excessive number of motor vehicles; or an inoperable motor vehicle based upon the standard rules, categories, and definitions adopted by the Association.
- k. MINERAL EXPLORATION. No property within The Ridge shall be used in any manner to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, or substantial amounts of earth or any earth substance of any kind for commercial purposes.
- l. MACHINERY AND EQUIPMENT. No machinery or equipment of any kind shall be operated upon or adjacent to any Lot within The Ridge, except such machinery or equipment as is customary in connection with the use, maintenance, or construction of a Residence, appurtenant structures, or other Improvements. No machinery or equipment of any kind shall be parked, placed, maintained, constructed, reconstructed, or repaired upon any of said Lots within The Ridge in such a manner as will be Visible From Neighboring Property; provided, however, that the provisions of this paragraph shall not apply to machinery and equipment which are actually in temporary use in conjunction with the maintenance or construction of a Residence, appurtenant structures, or other Improvements.
- m. CLOTHES DRYING FACILITIES. Outside clotheslines or other outside facilities for drying or airing clothes will not be erected, placed, or maintained on any Lot within The Ridge unless in such a manner that they shall not be Visible From Neighboring Property.
- n. DISEASES AND INSECTS. No Owner shall permit any thing or condition to exist upon any Lot within The Ridge which shall induce, breed, or harbor infectious plants, diseases, or noxious insects.
- o. ACCESS. During reasonable hours, Declarant, any member of the Architectural Committee, any member of the Board, or any authorized representative of any of them, shall have the right to come upon and inspect any Lot within The Ridge and the Improvements thereon, (except for the interior portions of any Residence) for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

p. SIGNS. No signs whatsoever (including, but not limited to, commercial, political, and similar signs) shall be erected or maintained on any Lot within The Ridge except;

- (1) Such signs as may be required by legal proceedings;
- (2) During the time of construction of any building or other Improvement, on job identification sign not larger than 18 by 24 inches in height and width and having a face area not larger than three square feet;
- (3) Signs advertising the sale of such property provided that such "for sale" signs do not exceed six square feet in area; and,
- (4) Such signs the nature, number, and location of which have been approved in advance and in writing by the Architectural Committee.

q. TEMPORARY STRUCTURES. No trailer, mobile home, basement of any incomplete buildings, tent, garage, and no temporary buildings or temporary structure of any kind shall be used at any time for a temporary or permanent Residence on any Lot within The Ridge. Temporary buildings or structures used during the construction of a dwelling on any Lot shall be removed after the substantial completion of construction.

r. VEHICLES AND EQUIPMENT. No truck, boat, motor home, camper, trailer, or any other vehicle specified in writing by the Association shall be parked, kept, stored, placed, or maintained upon any Lot within The Ridge unless they are totally contained in garage or carport. No vehicle or equipment of any kind shall be constructed, reconstructed, or repaired upon any Lot within The Ridge in such a manner as will be Visible From Neighboring Property. The provisions of this paragraph shall not apply to emergency vehicle repairs.

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s. TRASH CONTAINERS AND COLLECTION. No garbage or trash shall be placed or kept on any Lot within The Ridge except in covered containers of a type, size, and style constructed of metal or ridge impact resistant plastic in such size and style and placed in such structure and location which may be prescribed by the Architectural Committee or in the Association's Rules. In no event shall such containers be maintained so as to be Visible From Neighboring Property except if necessary to make the same available for collections and, then only the shortest time reasonably necessary to effect such collection. The Association shall have the right to require all Owners to subscribe to a private trash service. All rubbish, trash, or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot.

t. UTILITY EASEMENTS. In addition to the easements shown on the Subdivision Plat, there is hereby created a blanket easement upon, across, over, and under the Commons and an area five feet either side of all Lot lines shown on said Subdivision Plat, for ingress, egress, installing, repairing, and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television cable, or communication and security lines and systems. A person, firm, or corporation shall be entitled to the non-exclusive use of all or part of the easement provided herein only upon approval by the Association, however such use shall be subject to the construction, maintenance, and repair of any Improvement located on a Lot or within

one foot of any Lot line. The approval by the Association shall be indicated by a recorded grant of easement executed by the President (or any Vice President) of the Association and attested by its Secretary (or any Assistant Secretary). Nothing herein contained shall prevent the Owner from granting, for the purpose of installing any underground utilities, such easements as may be necessary for the provision of such service; provided, however, any such easements shall require the prior written approval of the Association.

- u. UTILITY SERVICE. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed, or maintained anywhere within The Ridge unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings, or other structures, or otherwise are not Visible From Neighboring Property, unless underground distribution systems are not available. No provision hereof shall be deemed to forbid; the erection of temporary power or telephone structures incident to the construction of Improvements approved by the Architectural Committee; the maintenance of overhead lines alongside of and parallel to Shadowlake Drive; the installation of overhead lines bringing utility service from outside the Property to a utility pole located within The Ridge, provided, that the utility service must go underground from such pole and that the location of such pole is approved in advance by the Architectural Committee.
- v. FLUID STORAGE. No tank for the storage of any fluid may be maintained outside a building above the ground on any of the Lots without the prior consent of the Architectural Committee.
- w. ANTENNAS. No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors on any Lot whether attached to a building or structure or otherwise, unless done in such a manner as to be not Visible From Neighboring Property.
- x. DECLARANT'S EXEMPTION. With respect to an Lot owned by Declarant and with respect to the Commons, nothing contained in this Declaration shall be construed to prevent the operation, erection, maintenance, or storage by Declarant, or its duly authorized agents, of structures, Improvements, signs, materials, fluids, or equipment necessary or convenient to the maintenance, development, or sale of Property within The Ridge.

Section 2. Variances. As to any Lot, the limitations and restrictions of Article IV may be waived or modified by the Architectural Committee, to the extent permitted by law, upon written application made in advance by the Owner seeking a variance, as to which the judgment of the Architectural Committee shall be conclusive; provided, however, that if the Architectural Committee fails to approve or disapprove such application within 30 days after its receipt, the applications shall be deemed approved.

ARTICLE V

THE ASSOCIATION

Section 1. The Association. The Association is a non-profit Oklahoma corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws, and this Declaration. Neither the Articles nor the By-Laws shall,

for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2. Board of Directors. The Association shall have a Board of Directors, as provided in this Declaration. Any action taken pursuant to the rights, powers, and duties granted to the Association by the Declaration, Articles, By-Laws, Association Rules, and Architectural Rules may be taken by the Association only upon the vote of its Board. The affairs of the Association shall be conducted by, and the Association shall act through, its Board and such officers as the Board may elect or appoint, in accordance with the Declaration, the Articles, and the By-Laws, as the same may be amended from time to time. The Association may act only as determined by a majority vote of the Board, except here a vote of more than a majority of the Board is specifically required in this Declaration, the Articles, or the By-Laws.

Section 3. Powers and Duties of the Association. The Association shall have such rights, powers, and duties as set forth in this Declaration, the Articles, and By-Laws, as same may be amended from time to time, which shall include, but not be limited to the following;

- a. PROPERTY INSURANCE. The Association may keep any Improvements in the Commons insured against loss or damage from such hazards and with such policy limits as it may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage from such hazards as the Association may deem desirable, with the Association as the Owner and beneficiary of such insurance. Premiums for all insurance carried by the Association shall be a common expense included in the assessments made by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property on which the insurance was carried or otherwise utilized as determined by the Association.
- b. LIABILITY INSURANCE. The Association shall have the power to obtain comprehensive public liability insurance, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable. Insured may include the Association, The Owners, the Board, the Declarant, and managing agents (if any). The premiums for liability insurance are common expenses included in the assessments made by the Association.
- c. INSURANCE OBLIGATION OF OWNERS. Owners of Lots shall obtain fire, extended coverage, and liability insurance to the full replacement value of all Improvements constructed on such Owner's Lot. Until every Lot in a group of Lots on which a single structure is constructed is conveyed by the Declarant to an Owner, the Declarant may appoint the insurance carrier and each Owner of a Lot within the group of adjacent Lots shall obtain from the appointed carrier the minimum coverage stated above.
- d. OTHER INSURANCE. The Board, at its option, may elect to cause the Association to obtain one or more blanket insurance policies or umbrella insurance policies, as to one or more of the types of insurance deemed advisable by the Board, including fire and extended coverage for Residence, with such policy limits and insured as may be determined by the Board. If such policy or policies are obtained, the premiums shall be common expenses paid from the assessments made by the Association.
- e. MANAGEMENT CONTRACTS. The Association shall have the power to enter into management agreements with management organizations of its choosing for the maintenance of the Commons and the Improvements

located thereon. Any such agreement for professional management, or any other contract providing for such services, may not exceed a term of three years. Any such agreement shall be terminable by either party without cause and without payment of any termination fee upon 90 days written notice.

Section 4. The Association Rules. The Association may, from time to time, adopt, amend, repeal, and enforce rules and regulations to be known as the “Association Rules”. The Association Rules may restrict and govern the use of any area by any Owner, or by any invitee of such Owner; provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles, or By-Laws. A copy of the Association Rules, as they may from time to time be adopted, amended, or repealed, shall be available to each Owner.

Section 5. Enforcement of Rules. For each violation by an Owner or an Owner’s invitee of the provision of this Declaration, the Articles, the By-Laws, the Architectural Rules, or the Association Rules, the Board may, upon ten days written notice, suspend an Owner’s voting rights and the right of the Owner and any invitee of the Owner to use the Commons and the facilities situated upon the Commons for a period not to exceed 60 days. In addition to the suspension provided herein, the board may seek an injunction or other redress in a court of law. Any Owner against whom such injunction or redress is sought shall be liable for attorneys’ fees and costs incurred by the Board on behalf of the Association, and such amounts may be collected in the same manner as assessments as provided herein. Any suspension or injunctive action must be approved by the Board, and all decisions of the board shall be final. The remedies provided in this paragraph are cumulative and may be exercised simultaneously with, and in addition to, the remedies provided in this Declaration for collection of assessments.

Section 6. Personal Liability. No member of the Board, or of any Committee of the Association, or any officers of the Association, or the Manage, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, the officers, or any other representative or employee of the Association, or the Architectural Committee, or any other Committee, or any officer of the Association provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful misconduct.

Section 7. Agreement with First Mortgagees. The Association is hereby authorized to enter into agreements with the holders of any first mortgage on a Lot which agreement may provide that said mortgages may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any of the Commons, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy for Improvements located in the Commons. Any first mortgagee making such a payment shall be owed immediate reimbursement for said payment from the Association.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every owner of a Lot shall be a member of the Association.

Section 2. Directors. The Association shall have five directors. The directors shall be elected by vote of all of the Owners, including the Declarant.

Section 3. Voting. Owners, except as provided below, shall vote only by Lot, and each Lot shall have one vote. Fractional votes shall not be allowed. In the event Owners of a Lot are unable to agree among themselves as to how the vote for that Lot shall be cast, they shall lose their right to cast the vote for such Lot on the matter in question. When any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Lot, unless the other Owner or Owners are present and object at the time the vote is cast. Notwithstanding anything contained herein to the contrary, Declarant shall have ~~three~~ ~~ten~~ votes for each Lot owned by Declarant. A mortgagee who becomes an Owner by foreclosure or by deed in lieu of foreclosure shall succeed to the number of votes of the mortgagee's predecessor in title.

Section 4. Election of Directors. In any election of the members of the Board, one ballot shall be taken after nominations have been received. The five nominees receiving the highest number of votes shall be deemed elected to the Board. Any tie votes shall be broken by lottery.

Section 5. Rights of Members. Each member shall have such other rights, duties, and obligations as set forth in the Articles, By-Laws, Architectural Rules, and Association Rules as same may be amended from time to time.

Section 6. Transferability. The Association membership of an Owner shall be appurtenant to the Lot of said Owner. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of record of ownership to the Owner's Lot and then only to the transferee of ownership to such Lot, or by intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as is now in effect or as may hereafter be established under or pursuant to laws of the State of Oklahoma. Any attempt to make a prohibited transfer shall be void. Any transfer of record of ownership to a Lot shall operate to transfer said membership to the new Owner thereof.

Section 7. Power to Borrow. The Association may borrow, for Association purposes, but borrowings in the excess of \$1,000.00 of aggregate Association debt shall require the prior approval of at least 2/3 of the votes of the Lots. No Owners shall be required to become personally obligated on debts of the Association to third parties, unless they do so voluntarily. The Association may pledge its real estate or its tangible personal property to secure its debts.

ARTICLE VII

COVENANT FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot within The Ridge, hereby covenants, and each Purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such assessments as may become applicable to their Lots, as provided below. There is hereby created in favor of the Association the right to claim a lien, with power of sale, on each and every Lot within The Ridge to secure payment to the Association of any and all assessments levied against such Lot as provided herein. Each such assessment shall also be the personal obligation of the Owner of such Lot at the time when the assessment was levied against such Lot. The personal obligation for delinquent assessments shall not pass to successor Owners

unless expressly assumed by them, but shall remain a lien on such Lot (except as provided in Section 12 below) and the personal obligation of the Owner who was Owner at the time the assessment was made.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in The Ridge, for the maintenance and improvement of the Commons, for the maintenance of the Improvements on the Commons, and for maintaining the overall aesthetic beauty of The Ridge, and to cover the cost of services and materials incidental thereto and incidental to the operation of the Association, and the regular assessment shall include the establishment of adequate reserves for repair and replacement of capital items. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Commons or by the abandonment of this Lot.

Section 3. Amount of Regular Assessment. Regular assessments shall be made on an annual basis, and shall be fixed at a uniform rate per month for all Lots. The regular assessment for the calendar year 1981 shall be ~~\$25.00~~ ~~\$20.00~~ per Lot per month. For calendar years after 1981 the maximum regular assessment per Lot per month shall be ~~7.5%~~ ~~10%~~ above the maximum regular assessment per Lot per month permissible for the previous year. For calendar years, 1982, and after, the Board may set the regular assessment in any amount per Lot per month not in excess of the maximum regular assessment per Lot per month for the year for which the assessment is made. The regular assessment per Lot per month may be set in excess of the maximum only if first recommended by the Board and approved by 2/3 of the votes of Lots.

Section 4. Special Assessments. In addition to the annual maintenance assessments authorized above, the Association may levy, from time to time, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Commons, including fixtures and personal property related thereto. All special assessments shall be established as a percentage of the actual regular assessment established for the same year, to be levied in addition thereto. Special assessments shall never exceed 50% of the actual regular assessment for the same year. Special assessments which do not exceed 25% of the actual regular assessment must be approved by a majority of the votes of the Owners. Special assessments in excess of 25% of the regular assessment must be approved by 2/3 of the votes of the Owners.

Section 5. Regular and Special Assessment Obligations. Lots and the Owners thereof and ~~Declarant~~ shall be obligated for any regular assessment or special assessment per Lot made by the Association, ~~provided that notwithstanding anything herein to the contrary, Declarant shall not be required to pay any regular or special assessment, except with respect to any Lot owned by Declarant which is occupied as a Resident.~~ Written notice of any meeting called for the purpose of approving any regular or special assessment requiring Owner approval shall be sent to all Owners not less than 30 days nor more than 60 days in advance of the meeting. At the first meeting called, the presence at the meeting of Owners or of proxies, entitled to cast 60% of all the votes shall constitute a quorum. If the required quorum is not forthcoming at that meeting, another meeting may be called, after five days written notice, and the required quorum at any such subsequent meeting shall be 1/2 of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Date of Commencement of Assessments; Due Date. The regular assessment period shall be the calendar year. The regular assessment shall be established at least ~~thirty ten~~ days in advance of each regular assessment period. Written notice of the regular assessment and each special assessment shall be sent to every Owner subject thereto. The due date (or dates, if made payable in installments) shall be established by the Board. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

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Section 7. Credit for Expenditure. The Declarant shall receive no credit against sums due the Association hereunder for assessments for costs incurred in constructing a swimming pool and tennis courts upon the Commons, but shall receive credit for sums expended in operating and maintaining such facilities following their completion. Notwithstanding the foregoing, monies expended by the Declarant in excess of funds provided by the Association, if any, during any assessment period in improving, maintaining, and operating the Commons, including, but not limited to, landscaping and recreational facilities shall, subject to the provision of this paragraph, be applied as credits to the sums otherwise owed by the Declarant to the Association hereunder as regular or special assessments for the same period, upon the receipt by the Association of satisfactory evidence thereof from the Declarant. Should the amounts so expended by the Declarant in any assessment period exceed the assessments against the Declarant for the period, the difference shall be carried over and applied as a credit or credits in the succeeding period or periods.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Each Owner of any Lot shall be deemed to covenant and agree to the enforcement of the assessments in the manner herein specialized ~~by the Board.~~ If any assessment or installment thereof, is not paid by the due date specified by the Board, the ~~The~~ Owner or Owners of the lot for which the delinquent assessment or installment is unpaid shall lose the right to cast the vote of that Lot in the association until all amounts due are paid in full. The Association may employ an attorney or attorneys for collection of any delinquent assessment or installment thereof, whether by suit or otherwise, or to enforce compliance with or for specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, the Articles, By-Laws, Architectural Rules, or the Association Rules. In addition to any amounts due or any relief or remedy obtained by the Association against an Owner, such Owner agrees to pay the Association its reasonable attorneys' fees, plus interest and costs thereby incurred. Any interest provided in this Declaration shall be charged at an annual rate of 10% per annum compounded monthly. In the event an assessment or installment thereof is not paid when due, and thus becomes a delinquent obligation, or in the event an Owner fails to perform or comply with other obligation of this Declaration, the Articles, By-Laws, Architectural Rules, or the Association Rules, then (in addition to any other remedies herein or by law or by equity provided) the Association may enforce each such obligation by either or both of the following procedures:

- a. ENFORCEMENT BY SUIT. The Board may cause a suit to be commenced and maintained in the name of the Association against an Owner to collect such delinquent assessments; to cause a temporary and/or permanent injunction or mandatory injunction to issue for compliance with or performance of said obligations by an Owner and/or his invitees; and to seek damages against an Owner or his invitee for violation of said obligation. Any judgment rendered in favor of the Association in any such action shall include (but not necessarily be limited to) the amount of any delinquency, together with interest thereon from the date of delinquency at the rate provided above, court costs, and reasonable attorneys' fees in such amount as the court may adjudge against the Owner.
- b. ENFORCEMENT BY LIEN. The Association may file a record a lien in favor of the Association, against any Lot with a delinquent assessment. Such a lien shall be executed and acknowledge by any officer of the Association, and shall contain substantially the following information:

- (1) The name of the Owner of the Lot with the delinquent assessment;
- (2) The legal description and street address of the Lot against which lien is filed.

- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, court costs, and reasonable attorneys' fees, all of which constitute the amount of the lien; and,
- (4) A recital to the effect that the lien is filed by the Association pursuant to the Declaration.

Upon recordation of a duly executed original or copy of such a lien, then the lien shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied, and shall secure the amounts claimed therein. Such a lien shall have priority over any claim of homestead or other exemption and over all liens, mortgages, deeds of trust, or claims or encumbrances created subsequent to the recordation of the lien provided hereby, except only tax liens for real property taxes on any Lot, and assessments on any Lot in favor of any municipal or other governmental assessing unit. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the laws of the State of Oklahoma, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. Each Owner, by becoming an Owner of a Lot in The Ridge hereby expressly waives any objection to the enforcement and foreclosure of this lien substantially in the manner provided herein, or in any other manner provided by law.

Section 12. Priority of Lien. The sale or transfer of any Lot pursuant to the foreclosure of any prior lien shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, nor shall the Owner or Owners prior to foreclosure sale or transfer be relieved of his or their personal liability for the assessments unpaid prior to such sale or transfer. Any other sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Organization, Power of Appointment and Removal of Members. The Association shall have an Architectural Committee, organized as follows;

Section 2.

- a. COMMITTEE COMPOSITION. The Architectural Committee shall consist of three regular members and two alternate members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership. A member of the Committee need not be, but may be, a member of the Association, a member of the Board, or an officer of the Association.

- b. ALTERNATE MEMBER. In the event of the absence or disability of one or two regular members of said Committee, the remaining regular member or members, even though less than a quorum, may designate either or both of the alternate members to act as substitutes for the absent or disabled regular member or members for the duration of such absence or disability.
- c. APPOINTMENT AND REMOVAL. The right to appoint and remove all members of the Architectural Committee at any time shall be and is hereby vested solely in RGDC Partnership, an Oklahoma general partnership, so long as the Declarant owns a Lot in The Ridge, unless waived from time to time by RGDC Partnership. After the Declarant no longer owns any Lots, the right to appoint and remove all members of the Architectural Committee at any time shall be and hereby is vested solely in the Board. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the execution of appropriate minutes filed in the minute book of the Association.

Section 2. Duties and Authority. It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural Rules which may be more stringent than, but which shall not be inconsistent with, this Declaration, and to carry out all other duties imposed upon it by the Declaration. The prior approval of the Architectural Committee shall be required for the construction or reconstruction of any Improvement located with The Ridge, and for such other matters as may be provided in this Declaration, the Articles, By-Laws, and Architectural Rules.

Section 3. Approval. Any approval granted by the Architectural Committee shall be in writing and, unless otherwise specified in said approval, shall be conditioned upon and require the continued maintenance, landscaping, and screening, as appropriate, of any Improvements on a Lot by the Owner and of any Improvements on the Commons by the Association, and the satisfaction of such other requirements as the Architectural Committee may determine. Any Improvements submitted to and approved by the Architectural Committee must be commenced to within six months from the date of said approval, or said approval shall be deemed revoked, and the Owner must again seek approval pursuant to the Architectural Rules. After commencement of the work on an Improvement, the work thereon must be diligently and continuously pursued to completion.

Section 4. General Considerations. Pursuant to its rule-making power, the Architectural Committee shall establish a procedure for the preparation, submission, and determination of applications for any alteration or Improvement. The Architectural Committee shall have the right to disapprove any plans or specifications or grading or other plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed Improvement, its size, the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the topography, the effect upon view and light, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All decisions of the Architectural Committee shall be final, and no Owner or other parties shall have recourse against the Architectural Committee for its disapproval of any such plans and specifications or plot plan, including lawn area and landscaping. Any approval by the Architectural Committee may be made contingent upon the satisfaction of such conditions as the Committee may specify in the Architectural Rules or in any approval.

Section 5. Meetings and Compensation. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. Subject to the provisions of paragraph b. of Section 1, above, the vote or written consent of any two regular members, at a meeting or otherwise, shall constitute the act of the Architectural Committee. The Architectural Committee shall keep and maintain a written record of all

actions taken by it at such meetings. Members of the Architectural Committee shall not be entitled to compensation for their services. However, the Architectural Committee may hire engineers or other consultants at Association expense.

Section 6. Waiver. The approval of the Architectural Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under the Declaration shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval. Failure of the Architectural Committee to enforce a conditional approval or rule now or hereafter contained in the Architectural Rules shall in no event be deemed a waiver of the right to do so thereafter.

Section 7. Liability. Neither the Architectural Committee nor any member thereof shall be liable to the Association, any Owner or to any other party, for any act or omission resulting in any claim for any damage, loss, or prejudice suffered including, but not limited to (a) the approval or disapproval of any plans, drawings, or specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, (c) the development of any Property within The Ridge, or (d) the execution and filing of any estoppels certificate, whether or not the facts therein are correct; provided, however, that with respect to the act or omission of a member, such member has acted in good faith on the basis of such information as may be possessed by him.

Section 8. Time for Approval. In the event the Architectural Committee fails to approve or disapprove a matter within 30 days after said plans and specifications have been submitted to it in due form as requested by the Architectural Committee, such matter will be deemed approved, and the prior written approval required by this Article will be deemed to have been complied with fully. However, such matter must be promptly accomplished in accordance with said plans and specifications, and such matter shall in all respects be and continue in the future to be in compliance with this Declaration.

ARTICLE IX

PARTY WALLS, REPAIRS, AND RECONSTRUCTION

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Property and placed on a dividing line between Lots shall constitute a "Party Wall", and; to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the Party Wall in proportion to such use.

Section 3. Destruction by Fire or Other casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the Party Wall may restore it, and if the other Owners thereafter make use of the Party Wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements, and the entire responsibility for damage in the meantime resulting from the lack of such protection.

Section 5. Right to Contribution Runs with Land. The Right of any Owner to contribution from any other Owner under this Article shall be appurtenant to and run with the land and shall pass to such Owner's successors in title.

Section 6. Owner's Easement for Repair or Maintenance. Where necessary for the repair or maintenance of any structure of the Owner located upon any Lot, said Owner shall have an easement to use and go upon the Lot of another Owner in order to effect such repair or maintenance, for such time and in such manner as may be reasonable. Any dispute as to necessity or reasonableness shall, at the request of any Owner, be determined by the Board.

Section 7. Portions of Structures Common to More Than One Owner. Should any portion of a structure, such as a wall, fence, foundation, roof, or any other portion of a structure whether enumerated specifically herein or not, ever become a common structure to two or more Owners, then each such Owner shall have the duty to maintain such part of the structure so as not to interfere with the use and enjoyment of any other Owner or Owners of the common portion of the structure, and the law of the State of Oklahoma with regard to "Party Walls" shall apply.

Section 8. Obligation to Rebuild or Repair. Should any Residence or other structure allowed by these Covenants and Restrictions to be placed upon any Lot be destroyed or damaged by storm, fire, or otherwise, the Owner of such Lot shall have the obligation to repair or rebuild such Residence or structure within a reasonable time. Provided, however, that such rebuilding or repairs shall be completed within one year from the date of destruction unless an extension or extensions are granted from time to time by the Architectural Committee. Provided that this provision shall not apply to any mortgage lender who acquires title by foreclosure or deed in lieu thereof, during such time as such mortgage lender holds title.

Section 9. Right of Association to Rebuild. In the event of damage or destruction by fire or other casualty to any Improvements on the Lot of an Owner, the Owner shall, repair or rebuild such damage or destroyed portions of the Improvements on the Lot in good workmanlike manner substantially the same as the original plans and specifications of the Improvements on said Lot. If the Owner refuses or fails to commence repair or rebuilding within 60 days, the Association may repair or rebuild the Improvements. The Owner must reimburse the Association for the amount actually expended for such repairs or reconstruction, and the Association shall have a lien securing such payment in the same manner provided for herein for annual assessments.

Section 10. Easement for Encroachments. There is hereby created over that portion of the Commons and of any Lot that is within one foot of any Lot line in The Ridge an easement for encroachments created by construction, settling, veneer and overhangs for all buildings constructed in accordance with plans approved by the Architectural Committee. A valid easement for said encroachments and for the maintenance of same, so long as such encroachments stand, shall and does exist. In the event that any Improvement is partially or totally destroyed and then rebuilt, the Owners of the adjacent Lots, and the Board on behalf of the Association agree that minor encroachments of a Residence within this easement for said encroachment and the maintenance thereof shall exist.

ARTICLE X

GENERAL PROVISION

Section 1. Enforcement. Any Owner, as well as the Association, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens, charges, and rules now or thereafter imposed by the provisions of this Declaration. Failure by any Owner of the Association to enforce any such restriction, condition, covenant, reservation, lien, charge, or rule now or hereafter

contained in the Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Every term and provision of this Declaration, and of the Articles, By-Laws, Architectural Rules, and Association Rules referenced herein, is intended to be severable. If any such term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of any other of such terms and provision.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property and each Owner hereof and inure to the benefit of each Owner and the Association from and after the date this Declaration is recorded. The Owners of at least 80% of the Lots may amend this Declaration at any time. Any such amendment to the Declaration must be recorded.

Section 4. Annexation. Additional land may be annexed to the Ridge by the Association only with the votes of at least 75% of the votes of the Lots.

Section 5. 2/3 Vote Required. Notwithstanding anything contained in this Declaration to the contrary, unless at least 2/3 of the first mortgages (based upon one vote for each first mortgage owned) or Owners (other than Declarant) of the Lots in The Ridge have given their prior written approval, the Association shall not be entitled to;

- a. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Commons owned, directly or indirectly, by the Association (the granting of easements for utilities or for public purposes consistent with the intended use of the Commons by the Association shall not be deemed a transfer within the meaning of this subparagraph);
- b. Change the method of determining the obligations, assessments, dues, or other charges which may be levied against a Lot and its Owner;
- c. By act or omission change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance of the Residences constructed upon a Lot, the exterior maintenance of Residences constructed on a Lot or the maintenance of the Commons including, but not limited to, walks, common fences, driveways, and the upkeep of lawns and plantings in the Commons;
- d. Fail to maintain fire and extended coverage on insurable Improvements located in the Commons on a current replacement cost basis in an amount not less than 100% of the insurable value (based upon current replacement costs);
- e. Use hazard insurance proceeds or losses to any improvements on the Commons for other than the repair, replacement or reconstruction of such Commons property.

Section 6. Priority of First Mortgagees. Notwithstanding anything contained herein to the contrary, no Owner of a Lot, or any other party, shall have priority over any rights of a first mortgagee of a Lot in The Ridge pursuant to its mortgage in the case of a distribution to an Owner of a Lot of insurance proceeds or condemnation awards for losses to, or taking of, property or Improvements located in the Commons.

Section 7. Notice to Mortgagees. Upon request, a first mortgagee shall be entitled to written notification from the Association of any default in the performance by the Owner of a Lot on which said mortgagee holds a first mortgage of any obligation under the Declaration, the Articles, the By-Laws, the Architectural Rules, or the Association Rules which is not cured within 60 days.

Section 8. Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association or any Owner or Owners of Lots within The Ridge. However, any other provisions to the contrary notwithstanding, only the Association, the Board, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of this Declaration.

Section 9. Violations of Law. Any violation of any state, municipal, or local law, ordinance, or regulation, pertaining to the ownership, occupation, or use of any property within The Ridge is hereby declared to be a violation of the Declaration and subject to any or all of the enforcement procedures set forth in said Declaration.

Section 10. Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

Section 11. Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered 48 hours after a copy of same has been deposited in the Certified United States Mail, postage prepaid, addressed as follows:

If to the Association:	c/o the registered agent of The Ridge At Shadowlake Community Association, Inc., an Oklahoma non-profit corporation.
If to an Owner:	To the address last furnished by an Owner To the Association.

Section 12. Right to Assign. The Declarant, by an appropriate instrument or instruments, may assign or convey to any person, persons or entity any or all of the rights, reservations, easements, powers of appointment, and privileges herein reserved by them, and upon such assignment or conveyance being made, their assignees or grantees may, at their option, exercise, transfer, or assign such rights, reservations, easements, and privileges 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 13. The Declaration. By becoming an Owner of a Lot each Owner for himself, or itself, his heirs, personal representatives, successors, transferees, and assigns, become bound, accepts and agrees to all of the rights, powers, easements, provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed and granted by, this Declaration and any amendments thereof. In addition, each such Owner, by so doing, thereby acknowledges that this Declaration sets forth a general plan for the improvement and development of The Ridge and hereby evidences his interest that all rights, powers, easements, provisions, restrictions, conditions, covenants, rules, and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, successors', and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive, and enforceable by the various future Owners of Lots in The Ridge.

Section 14. Term and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years, unless the then-Owners of 80% of the Lots vote to amend or revoke this Declaration. To become effective, any such amendment or revocation must be recorded.

Section 15. Enumeration of Specifics. As used in this Declaration, the enumeration of items within a class shall not be deemed to limit the intended expression to those items only, but shall be broadly interpreted to effect the overall intent of this Declaration so that such expression shall include all things which might reasonably fall within such class of items so enumerated and similar or closely related classes, so long as such interpretation is beneficial to and in the furtherance of the purposes of this Declaration.

Section 16. Descriptive Headings. Captions and headings contained in this Declaration are for convenience and reference purposes only, and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Declaration or of any provision hereof.

Section 17. Oklahoma Law. The interpretation and enforcement of this Declaration shall be governed by the laws of the State of Oklahoma.

Guide to highlighting:

Amended

BY-LAWS

OF

THE RIDGE AT SHADOWLAKE COMMUNITY ASSOCIATION, INC.

ARTICLE I

CORPORATE NAME AND PRINCIPAL PLACE OF BUSINESS

Section 1. CORPORATE NAME. The name of this corporation shall be The Ridge at Shadowlake Community Association, Inc.

Section 2. PRINCIPAL OFFICE. The principal office of this corporation shall be in Oklahoma City, Oklahoma.

Section 3. DEFINITIONS. As used in these By-Laws the following definitions shall be applicable:

(a) "Architectural Committee" shall mean the committee specified and described in Article XII hereof.

(b) "Architectural Rules" shall mean the rules adopted by the Architectural Committee.

(c) "Articles" shall mean the Articles of Incorporation of The Ridge at Shadowlake Community Association, Inc., filed in the office of the Secretary of State of the State of Oklahoma, as said Articles may be amended from time to time.

(d) "Corporation" shall mean The Ridge at Shadowlake Community Association, Inc., an Oklahoma non-profit corporation, its successors and assigns, and is sometimes hereinafter also referred to as the "Association".

(e) "Declaration" shall mean the Declaration of Covenants and Restrictions of The Ridge at Shadowlake, as the same may from time to time be amended, which Declaration is recorded in Book 12, Page 189 of the Cleveland County records.

(f) "Member" shall mean "owner", and both shall mean the record owner, whether one or more persons or entities, of legal title to any lot in The Ridge. The foregoing does not include persons or entities who hold an interest in any lot and the associated Commons merely as security for the performance of an obligation.

(g) "The Ridge" shall mean all real property located in the County of Cleveland, State of Oklahoma, which is subject to the Declaration, together with such other real property as may from time to time

be annexed thereto. "The Ridge" is currently described in the plat recorded on Book ____ Plats, at Page ____ of the Cleveland County records.

(h) "Association Rules" shall mean the rules adopted by the corporation as they may be amended from time to time.

ARTICLE II

SEAL

Section 1. INSCRIPTION OF SEAL. The seal of the corporation shall have inscribed in the center and on the margin thereof:

THE RIDGE AT SHADOWLAKE COMMUNITY ASSOCIATION, INC.

OKLAHOMA CORPORATE SEAL

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

Section 1. REGISTERED OFFICE. The corporation shall maintain a registered office in the State, and the address shall be reflected in the Articles.

Section 2. REGISTERED AGENT. The corporation shall have and continuously maintain in the State a registered agent on whom service of summons may be had and whose business address is identical with the registered office of the corporation. The Board of Directors shall have authority to appoint or change, from time to time, the registered agent of this corporation and the agent's name shall be reflected in the Articles.

ARTICLE IV

DIRECTORS

Section 1. NUMBER. The number of Directors of this corporation shall be five. All Directors of this corporation must be legally competent to enter into contracts; however, Directors need not also be members of the corporation. The authorized number of Directors of the corporation may be changed otherwise only by amendment of the Declaration.

Section 2. ELECTION AND TERMS. The Directors named in the Articles shall hold office until the next annual meeting of the members

and until his successor is determined either at an annual meeting or at a special meeting of the members. Subject to the foregoing and Sections 5 and 6 hereof, the Directors shall be determined annually at an annual or special meeting of the members. The nominations shall be made and the votes shall be cast as set forth in the Declaration. Their terms of office shall be for one year and thereafter until their successors are elected and qualified. At all elections of Directors, there must be present in person or by proxy a majority of the votes entitled to be cast.

Section 3. QUORUM. Except as herein otherwise specifically provided, a majority of the authorized number of Directors shall constitute a quorum of the Board of Directors for the transaction of business. Every act done or decision made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors; provided however, a majority of the Board of Directors present at any meeting, in the absence of a quorum, may adjourn any meeting of the Board of Directors from day to day, but may not transact any business except the filling of vacancies on the Board of Directors as in these By-Laws hereinafter provided.

Section 4. COMPENSATION. Directors as such shall not receive compensation for their services, but may receive reimbursement for expenses incurred when duly authorized by the Board of Directors; provided however, nothing herein contained shall be construed to preclude any Director from providing services to the corporation in any other capacity and receiving compensation therefore.

Section 5. VACANCIES. Any vacancy or vacancies in the Board of Directors may be filled by a majority of the remaining Directors, or by a sole remaining Director, and each Director so chosen shall hold office until his successor is determined as provided in the Declaration. A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of death, resignation, mental disability, or legal disqualification to serve of any Directors, or if the members fail at any annual, regular or special meeting of members to elect the full authorized number of Directors to be voted for at the meeting.

Section 6. REMOVAL. All of the elected members of the Board of Directors, or any one of them, may be removed from office, with or without cause, by a vote at any annual or special meeting of members. In case any one or more Directors be so removed, new Directors may be elected at the same meeting. The Board of Directors shall declare vacant the office of an elected Director if he be declared of unsound mind by an order of court, or convicted of a felony, or upon legal disqualification to serve as a Director, or may do so if within 60 days after notice of his election, he does not either accept such office in writing or attend a meeting of the Board of Directors and fulfill such other requirements of qualification as these By-Laws specify.

Section 7. POWERS AND DUTIES. Subject to express limitations of the Declaration and the Articles and pertinent restrictions of the Oklahoma Statutes, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be controlled by, the Board of Directors. Without prejudice to such general powers, but subject to the limitations herein set forth, the Board of Directors shall have the power:

First: To conduct, manage and control the affairs and business of the corporation, and to make such rules and regulations therefor, not inconsistent with law, the Declaration, the Articles of Incorporation, and these By-Laws, as they deem best.

Second: To appoint an executive committee and any other committees which may seem to them advisable, and to delegate to the executive committee, or any such other committee subject to control of the Board of Directors, any of the powers and authority of the Board, except the power to adopt, amend or repeal these By-Laws; provided however, that any such executive committee shall act only in the interval between meetings of the Board and shall be subject at all times to control and direction of the Board.

Third: To elect and remove at pleasure all the officers, agents and employees of the corporation, prescribe such duties for them as may not be inconsistent with law, the Declaration, the Articles of Incorporation, and these By-Laws, fix the terms of their offices and in the Board's discretion, require from such officers, agents and employees security for faithful service.

Fourth: Subject to the provisions of Section 2 of ARTICLE I of these By-Laws, to fix, from time to time, the office of the corporation, and to designate from time to time any place or places where meetings of the members and/or Directors of this corporation may be held; to adopt and use a corporate seal, and to alter the form of such seal from time to time, as in their judgment may seem best.

Fifth: Subject to the power of the members to adopt, amend or repeal these By-Laws, the Board of Directors shall have the power to adopt, amend or repeal these By-Laws by unanimous vote of all Directors so long as such amendment does not conflict with the law, the Declaration, or the Articles of Incorporation.

Sixth: The Board of Directors may fix a time, in the future not exceeding 30 days preceding the date of any meeting of the members, as a record date for the determination of the

members entitled to notice of such meeting and in such case only members of record on the date so fixed shall be entitled to notice of such meeting, notwithstanding any change of any membership in the corporation after any record date fixed as aforesaid.

Seventh: Subject only to express limitations and restrictions contained in the Declaration and Articles of Incorporation, the Board of Directors may authorize the corporation to borrow from time to time, upon such terms as it may determine, and may secure such borrowings by pledges of real or personal property.

Eighth: Generally to do and perform every act and thing whatsoever that may pertain to the office of a Director or to a Board of Directors.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. PLACE OF MEETINGS. Any meeting (whether regular, annual, special or adjourned) of the Board of Directors of the corporation, may be held at any place which has been heretofore designated for that purpose by resolution of the Board of Directors.

Section 2. ANNUAL MEETINGS. Annual meetings of the Board of Directors, of which no notice need be given, shall be held immediately after the adjournment of each annual meeting of the members.

Section 3. REGULAR MEETINGS. In its discretion, regular meetings of the Board of Directors may be held monthly without notice, at such time and place as shall be determined by the Board.

Section 4. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called at any time by order of the President or of any Vice President or of two or more of the Directors; provided however, in the event not more than two Directors are then serving, such special meeting may be called by order of any one Director.

Section 5. NOTICE OF SPECIAL MEETINGS. Notice of the time and place of all special meetings of the Board of Directors shall be given to each Director by personal delivery or by mail of a written or printed notice, or by cable, telegraph, radio-telegraph, telephone or radio-telephone at least one week before the time fixed for holding said meeting. Each Director shall register his address with the Secretary of the corporation and notice of meetings sent or given as herein provided, to such address shall be valid notice of such meeting.

Section 6. WAIVER AND CONSENT. The transactions of any meeting of Directors, however called or noticed, shall be valid as though had at a meeting duly held after regular call and waiver of notice, if a quorum be present, and if either before or after the meeting each of the Directors not present signs a written waiver of notice or a consent to the holding of such meeting, or an approval of the minutes thereof.

Section 7. BUSINESS AT A SPECIAL OR ADJOURNED MEETING. Any business which might be done at a regular or annual meeting of the Board of Directors may be done at a special or at an adjourned meeting of the Board, and no notice whatsoever need be given of any such adjourned meeting if the time and place of such meeting be fixed at the meeting adjourned.

Section 8. NO MEETING. Any action which might be taken at a meeting of the Board of Directors may be taken without a meeting if a record or memorandum thereof be made in writing and signed by all of the members of the Board of Directors.

ARTICLE VI

OFFICERS

Section 1. ELECTION AND QUALIFICATIONS. The officers of this corporation shall consist of a President, Secretary and Treasurer or any combination thereof allowed by Oklahoma State Law. Officers shall be elected by the Board of Directors and the President must be elected from the Directors.

The same qualified person may be chosen for and hold any of the two or more offices of the corporation, except the same person may not hold both the office of President and Secretary, or President and Vice President; and no officer shall execute, acknowledge, or verify any instrument in more than one capacity if such instrument be required by law or these By-Laws to be executed, acknowledged, or verified, as the case may be, by any two or more officers. The Board of Directors, if it deems advisable, may elect at any time, as additional officers of this corporation, one or more Vice Presidents, one or more Assistant Secretaries and/or one or more Assistant Treasurers, with such powers as the Board shall from time to time prescribe. The Board of Directors may require any officer or agent to give bond or other security for the faithful performance of their duties.

Section 2. TERMS AND COMPENSATION. The term of office of each of said officers shall be fixed and determined by the Board of Directors and may be altered by the Board of Directors from time to time, and at any time at its pleasure. Officers of the corporation

shall serve without compensation for their services, but may receive reimbursement for expenses incurred when duly authorized by the Board of Directors; provided however, nothing herein contained shall be construed to preclude any officer from providing services to the corporation in any other capacity and receiving compensation therefor.

Section 3. REMOVAL. All officers and all agents of the corporation may be removed with or without cause, upon such conditions, and in such manner as may be determined by the officer making the appointment or by the Board of Directors, whenever such removal is believed by such officer or the Board to be for the best interest of the corporation.

ARTICLE VII

PRESIDENT

Section 1. POWERS AND DUTIES. The powers and duties of the President shall be:

First: To preside at all meetings of the members and the Board of Directors.

Second: To call meetings of the members and all meetings of the Board of Directors, to be held at such times and places as provided by these By-Laws.

Third: To affix the signature of the corporation to all deeds, conveyances, mortgages, leases, easements, obligations, bonds, certificates and other papers and instruments in writing that may require the same, and to supervise and control, subject to the direction of the Board of Directors, all officers, agents, and employees of the corporation.

Section 2. PRESIDENT PRO TEMPORE. If neither the President nor any Vice President be present at any meeting of the Board of Directors, or of the shareholders, a President Pro Tempore may be chosen to preside and act at such meeting.

ARTICLE VIII

VICE PRESIDENTS

Section 1. POWERS AND DUTIES. In case of the absence, disability or death of the President, the Vice President senior in point of time of election shall take his place and perform his duties; provided,

however, a Vice President who is not a Director shall not succeed to the office of President. Vice Presidents of this corporation shall have such other powers and perform such other duties as may be granted or prescribed by the Board of Directors.

ARTICLE IX

SECRETARY

Section 1. POWERS AND DUTIES. The powers and duties of the Secretary shall be:

First: To keep full and complete records of the proceedings of the Board of Directors and of the meetings of the members.

Second: To keep the seal of the corporation and to affix the same to all instruments which may so require.

Third: To make service and publication of all notices that may be necessary or proper, and without command or direction from anyone. In case of absence, inability, refusal, or neglect of the Secretary to make service or publication of any notice, then such notice may be served or published by the President or a Vice President, or by any person thereunto authorized by either of them, by the Board of Directors or by the members holding a majority of the votes of the corporation.

Fourth: To supervise and control the keeping of the accounts and books of the corporation.

Fifth: To transfer upon the books of the corporation any and all changes in its membership; provided however, that no change of membership shall be recorded or shall have any validity whatsoever, until and unless a copy of the original recorded document of title transferring ownership to a lot in The Ridge is presented to and filed with the Secretary of the corporation.

Sixth: In the case of the absence, disability or death of the President and at a time in which there is no Vice President of the corporation or Vice President of the corporation eligible and qualified to assume the duties of President as provided in ARTICLE VIII hereof, the Secretary or Secretary-Treasurer, as the case may be, shall have the power and duty to call a special meeting of the Board of Directors in accordance with these By-Laws for the purpose of electing a new President.

Seventh: Generally to do and perform all such duties as pertain to his office and as may be required by the Board of Directors.

ARTICLE X

TREASURER

Section 1. POWERS AND DUTIES. The Treasurer shall receive all monies belonging to or paid into the corporation and give receipts therefor, and shall deposit such monies, as he shall be directed by the Board of Directors, with one or more solvent and reputable banks or bankers to be designated by the Board of Directors, and shall keep full and complete records of the funds received and the disbursements thereof. He shall render to the members at the regular meeting thereof, and also to the Board of Directors at any meeting thereof, or from time to time whenever the Board of Directors or the President may require, an account of all financial transactions as Treasurer and of the financial condition of the corporation, and shall perform such other duties as may from time to time be prescribed by the Board of Directors. He shall exhibit or cause to be exhibited the books of the corporation to the Board of Directors, or to any committee appointed by the Board, or to any Director on application during business hours, or to any other person entitled to inspect such books pursuant to pertinent provisions of the laws of the State of Oklahoma.

ARTICLE XI

MEETINGS OF MEMBERS

Section 1. PLACE OF MEETINGS. Notwithstanding anything to the contrary in these By-Laws provided, any meeting (whether annual, special or adjourned) of the members of this corporation may be held at any place within Cleveland County which has been designated therefor by the Board of Directors.

Section 2. ANNUAL MEETINGS. Unless otherwise specified by the Board, the annual meeting of the members shall be held at the principal office of the corporation at the hour of ten o'clock in the forenoon on the second Wednesday in December each year, if not a legal holiday. If such second Wednesday in December each year is a legal holiday, said meeting shall be held on the next succeeding day which is not a legal holiday. At the annual meeting, Directors of the corporation shall be determined, reports of the affairs of the corporation shall be considered, and any other business may be transacted which is within the powers of the members to transact.

No notice need be given of the annual meeting of the members except that at least ten days written notice of the general nature of the business or proposal shall be given as in the case of a special meeting of the members before action may be taken at such meeting upon any of the following proposals:

(a) To sell, lease, convey, exchange, transfer or otherwise dispose of all or substantially all of the property and assets of the corporation;

(b) To amend the By-Laws;

(c) To amend the Articles of Incorporation, except to extend the term of corporate existence or change registered office or agent;

(d) To merge or consolidate with another corporation, domestic or foreign;

(e) To wind-up and dissolve the corporation;

(f) To adopt a plan of distribution of any consideration, other than money, in the process of winding-up;

(g) To amend the Declaration; or

(h) To approve a Special Assessment.

In the event the annual meeting is not timely held, or the Directors are not determined at such annual meeting, the Directors may be determined at any special meeting held for that purpose, and it shall be the duty of the President, Vice President (if any), or Secretary upon the demand of any member entitled to vote at such meeting, to call such special meeting.

Section 3. SPECIAL MEETINGS. Special meetings of the members may be called at any time by the President, or by the Board of Directors, or by one or more members holding more than 50% of the votes of the corporation entitled to be cast at any meeting of the members.

Section 4. NOTICE OF SPECIAL MEETINGS. Notice of special meetings of members shall be given by written notice personally served on each member, or deposited in the United States mail, postage prepaid, and addressed to them at their address appearing on the books of the corporation or supplied by them to the corporation for the purpose of notice at least ten days before the time fixed for holding said meeting; provided however, that if a member has supplied no address or if the place of business or residence of the member is not known to the Secretary, then notice shall be deemed to have been given to him if posted on a lot owned by the member in The Ridge at least ten days before the time fixed for holding said meeting.

Upon a request being made by written notice to the President, a Vice President, or the Secretary by any person or persons empowered to call such meeting as provided herein, such officer shall give notice to the members that such meeting has been called for the purpose or purposes stated in such request and is to be held at a specified time, which time as fixed by such officer shall not be less than ten days after receipt of such request. If notice of such meeting is not given to the members by such officer within seven days after receipt of such request, such person or persons empowered to make the request may fix the time of meeting and give notice thereof in the manner provided by these By-Laws.

Section 5. CONSENT AND WAIVER OF NOTICE. Any transactions of the members at any meeting thereof, regardless of how and whether call was made or notice given, shall be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present, either in person or by proxy, and if, either before or after the meeting, each of the members entitled to vote and not present in person or by proxy signs a written waiver of notice or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the Secretary or made a part of the records of the meeting.

Whenever any notice whatsoever is required to be given under the provisions of these By-Laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the actual giving of such notice.

Any action, which under any provisions of these By-Laws might be taken at a meeting of the members, may be taken without a meeting if a record or memorandum thereof be made in writing and signed by all of the holders of all of the votes entitled to be cast at a meeting for such purpose and such record or memorandum be filed with the Secretary and made a part of the corporate records.

Section 6. QUORUM, VOTING AND PROXIES. Except as otherwise provided in the Declaration and these By-Laws, at all meetings of the members (whether annual, special or adjourned), the presence in person or by proxy in writing of the holders of a majority of the votes entitled to be cast at such meeting shall constitute a quorum for the transaction of business. If the required quorum is not forthcoming at any duly called meeting, another meeting may be set by those present for a time within the next seven days and the required quorum shall be one-half of the required quorum at the preceding meeting. The record ownership of each lot, as specified in the Declaration shall be entitled to one vote to be cast by the owner or owners thereof, all as more specifically provided in the Declaration. All proxies shall be in writing and subscribed by the party to be represented thereby, or by his duly authorized attorney, and no such proxy shall be valid or confer any

right or authority to vote or act thereunder unless such proxy has been offered for filing to and left with the Secretary of the corporation prior to the meeting at which the same is to be used. No proxy shall be valid after the expiration of 30 days from the date of its execution. The vote for Directors (and upon demand of any member, the vote upon any question before the meeting) shall be by ballot. All elections shall be had and, except as otherwise provided in the Declaration, the Articles or these By-Laws, all questions shall be decided by a plurality vote of the members present in person or by proxy at a meeting at which a quorum is present.

Section 7. VOTING LIST. The Secretary shall, before each members' meeting; and as of 48 hours prior to the convening of such meeting, make a list of all persons entitled to vote at such meeting, arranging the names alphabetically, with the number of votes entitled to be voted by each set opposite the respective names. The Secretary shall also produce the membership ledger, or a duplicate thereof, together with such list and keep the same available to members during the business hours of at least one full day immediately preceding the convening thereof and until the close of such meeting, and the same shall be subject to inspection at any time during such period by any member or person then present representing shares of the corporation.

Section 8. ADJOURNMENTS. Any business which might be transacted at an annual meeting of the members may be done at a special or at an adjourned meeting. If no quorum be present at any meeting of the members (whether annual, special or adjourned), such meeting may be adjourned by those present from day to day, or from time to time, until such quorum be obtained, such adjournment and the reasons therefor being recorded in the journal or minutes or proceedings of the members, and no notice whatsoever need be given of any such adjourned meeting if the time and place of such meeting be fixed at the meeting adjourned. The quorum required at any adjourned meeting shall be one-half of the quorum required at the previous meeting, whether the previous meeting was annual, special, or adjourned.

Section 9. TRANSFERS. The Secretary shall maintain a membership ledger showing the record owner of each lot. Upon the sale of a lot by any member, the rights of that member in the corporation shall cease, though such transfers shall not impair any obligation of the member to the corporation. Upon recordation of the deed to the lot, the new owner shall become a member of the corporation for the purposes of all duties and obligations specified in the Declaration, the Articles, the Architectural Rules, and the Association Rules. The new owner may obtain the rights and privileges of membership in the corporation by filing with the Secretary of the corporation a copy of the recorded deed by which such member obtained ownership, and providing to the Secretary in writing the address to which any notice should be sent. The address may be changed at any time by filing with the Secretary an instrument in writing setting forth such change in address, and signed by all of the owners for which the change is effective.

ARTICLE XII

ARCHITECTURAL COMMITTEE

Section 1. NUMBER APPOINTMENT AND TERM. Pursuant to the Declaration, the Architectural Committee shall consist of three persons and two alternate members appointed by RGDC Partnership. The members of the Architectural Committee shall hold office until the successor of each is duly appointed by RGDC Partnership and notice of such appointment is provided in writing to the Board of Directors.

Section 2. COMPENSATION AND QUALIFICATIONS. Members of the Architectural Committee shall receive no compensation for their services. However, they may be reimbursed for out-of-pocket expenses involved in the performance of any of the duties required of the Architectural Committee when so authorized by the Board of Directors.

Section 3. VACANCIES. Any vacancy or vacancies in the membership of the Architectural Committee may be filled by RGDC Partnership by a notice in writing to the Board of Directors, and each member so appointed shall hold office until his successor is appointed pursuant to Section 1 hereof. A vacancy or vacancies in the membership of the Architectural Committee shall be deemed to exist in the case of death, resignation, removal or mental disability of any member.

Section 4. REMOVAL. All members of the Architectural Committee may be removed for such causes, and upon such conditions, and in such manner as may be determined by RGDC Partnership, whenever such removal is believed to be in the best interest of the corporation.

Section 5. POWERS AND DUTIES. The powers and duties of the Architectural Committee shall be as set forth in the Declaration, in the Articles, in these By-Laws, and the Committee shall have such other powers and perform such other duties as they may be granted or prescribed by the Board of Directors.

Section 6. APPOINTMENT AND REMOVAL BY THE BOARD OF DIRECTORS. At such time as no Lot is owned by one of the Declarants who are identified in the Declaration, then the Board of Directors of the corporation shall succeed to the power and authority granted in this Article to RGDC Partnership. Provided, however, that initial appointments by the Board shall be for staggered terms of one year, two years and three years, and all subsequent appointments shall be for three year terms, except appointments to fill a vacancy, which shall be for the remainder of the vacating member's term.

ARTICLE XIII

AMENDMENTS

Section 1. METHOD OF AMENDMENT. These By-Laws may be amended or repealed and new and additional By-Laws may be made from time to time

and at any time by members who represent at least two-thirds of the votes of the corporation entitled to be cast with respect thereto, or by the written assent of such members. Subject to the right of the members to amend or repeal these By-Laws, the same may be amended or repealed by the Board of Directors in the exercise of the power granted to said Board of Directors in ARTICLE IV, Section 7, subdivision Fifth to these By-Laws.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1. INSTRUMENTS IN WRITING. All checks, drafts, demands for money and notes of the corporation, and all written contracts of the corporation shall be signed by such officer or officers, agent or agents, as the Board of Directors may from time to time by resolution designate. No officer, agent, or employee of the corporation shall have power to bind the corporation by contract or otherwise unless authorized to do so by the Board of Directors.

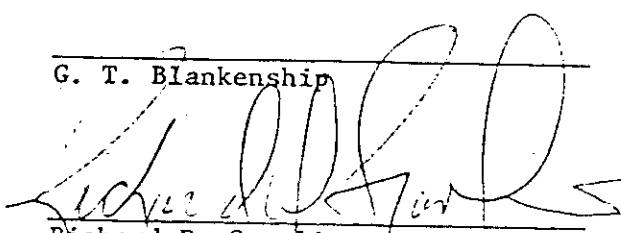
Section 2. ANNUAL REPORT. The Board of Directors of the corporation shall not be required to prepare an annual report for the members, except upon request in writing of the members representing a majority of the votes of the corporation entitled to be cast.

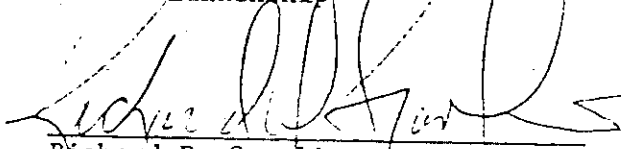
Section 3. INSPECTION OF BOOKS. The Directors shall determine from time to time whether and, if allowed, when and under what conditions and regulations the corporate records and accounts (except such as may be by statute specifically open to inspection), or any of them, shall be opened to the inspection of the members, and the members' rights in this respect are and shall be restricted and limited accordingly, subject to the laws of the State of Oklahoma.

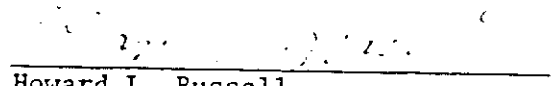
Section 4. FISCAL YEAR. The fiscal year of this corporation shall be fixed by proper resolution of the Board of Directors.

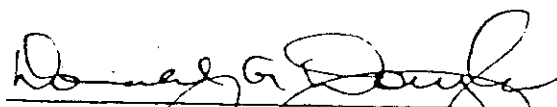
KNOW ALL MEN BY THESE PRESENTS:

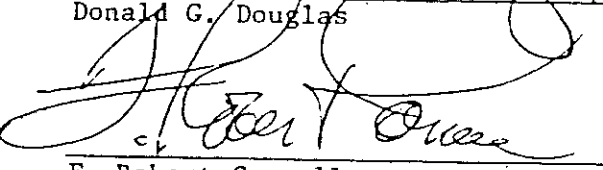
That we, the undersigned, being all of the Directors of the above-named corporation, incorporated, organized and existing under and by virtue of the laws of the State of Oklahoma, do hereby certify that the foregoing By-Laws, consisting of Fourteen (XIV) Articles, were duly adopted as the By-Laws of said corporation of this _____ day of _____, 1980.


G. T. Blankenship


Richard D. Gravlin


Howard L. Russell


Donald G. Douglas


F. Robert Cornell