

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
WOODY CREEK**

THIS DECLARATION, made as of the date hereinafter set forth by Woody Creek, LLC an Oklahoma Limited Liability company, as declarant, and hereinafter referred to as "Developer."

WITNESSTH

WHEREAS, Developer is the owner of certain real estate located in the City of Edmond, Oklahoma County, Oklahoma, more particularly described on Exhibit "A" attached hereto and made a part hereof, now platted into blocks, lots, streets and easements as shown on the Plat thereof, recorded in Book 48 of Plats, at page 51 of the records of Oklahoma County, State of Oklahoma. The Property on Exhibit "A" shall be referred to herein as the "Property."

WHEREAS, Developer expressly declares its intention to develop the Property, as a Real Estate Development in order to insure the management, maintenance, preservation and control of commonly owned areas or any portion of or interest in them and to enforce all mutual, common or reciprocal interests in or restrictions upon all portions of such separately owned lots, parcels or areas, or both.

WHEREAS, the Project will be referred to as Woody Creek. The owner of each separately owned lot, parcel or area shall receive title not only to it but to an undivided interest in the Common Elements in the ratio expressed herein.

NOW, THEREFORE, Developer states and hereby declares that the Property, and any additional property as may subsequent amendment be added to and subjected to these Covenants, Conditions and Restrictions, shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following easements, covenants, conditions, restrictions, rights and powers, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property and the Project, and every part thereof, and which shall run with the real property submitted hereto, for the benefit of the Developer and its successors in title and these Covenants, Conditions, and Restrictions shall be binding upon, and inure to the benefit of, Developer and its successors in title, and any person or persons, corporation or corporations, hereafter becoming the Owner or Owners, or any right, title or interest in the described real property or any part thereof, their heirs, successors and assigns, and for the benefit of the City of Edmond to the extent these Covenants, Conditions and Restrictions pertain to location of uses, height of structures, setbacks, screening, maintenance of common areas and access to the Project. It is understood that all of the area in the Real Estate Development shown on the Plat attached hereto which is not a separately owned lot, parcel or area shall be owned in common by the owners of the separately owned lots, parcels or areas and each Lot Owner shall share in the benefits and maintenance of all the common areas as additional phases are developed.

ARTICLE 1

DEFINITIONS

1.1 "**Assessments**" shall mean that portion of the cost of maintaining, improving, repairing, operating and managing the Property which is to be paid by each separate Owner as determined by the Owners' Association.

1.2 "**Board**" or "**Board of Directors**" shall mean and refer to the Board of Directors specified in the "By-Laws."

1.3 "**By-Laws**" shall mean and refer to the By-Laws of the "Owners' Association," as such By-Laws may be amended from time to time.

1.4 "**Common Elements**" mean and include:

1.4.1 All of the area on the Plat attached hereto as Exhibit "A," not included in the numerically identified lots to be separately owned.

1.4.2 The streets, gate, entrance and entrance island, landscaping, park, water detention pond or tank, utilities in or associated with the Common Elements, water sprinkler system, lamps and posts, all of the foregoing being included whether or not graphically shown on Exhibit "A" hereto; and

1.4.3 Items agreed upon as common by all the separate Owners.

1.5 "**Common Expenses**" means and includes:

1.5.1 Expenses of administration, maintenance, repair or replacement of the Common Elements;

1.5.2 Expenses agreed upon as common by all the separate Owners;

1.5.3 Expenses declared common by the provisions of the By-Laws;

1.5.4 All fences within the Common Elements.

1.5.5 All expenses associated with maintenance, repair, replacement, improvement or otherwise related to the streets, gates and entrance.

1.6 "**Common Interests**" shall mean the proportion of undivided interest in the Common Element

1.6 "**Common Interests**" shall mean the proportion of undivided interest in the Common Element which is appurtenant to each separately owned lot described on the Plat, Exhibit "A."

1.7 "**Common Profit**" means the balance of all income, rents, profits and revenues from the Common Elements and facilities remaining after the deduction of the common expenses.

1.8 "**Institutional Lender**" shall mean any bank, savings and loan association, insurance company or other financial institution holding a recorded first mortgage on any lot.

1.9 "**Lot**" shall mean any one of the parcels of real property, numerically described and designated as Lots on the Plat.

1.10 "**Majority of Owners**" means the Owners of more than fifty percent (50%) of the aggregate interest in the Common Elements. Any specified percentage of Owners means such percentage in the aggregate of such undivided ownership.

1.11 "**Member**" shall mean and refer to an Owner.

1.12 "**Mortgage**" shall include a deed of trust as well as a mortgage.

1.13 "**Mortgagee**" shall include the beneficiary or a holder of a deed of trust as well as a mortgagee.

1.14 "**Mortgagor**" shall include the trustor of a deed of trust as well as a mortgagor.

1.15 "**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 having any interest merely as a security for the performance of any obligation. Each Owner shall be a member of the Owners' Association.

1.16 "**Owners' Association**" shall mean Woody Creek Owners' Association, Inc., an Oklahoma nonprofit corporation, its successors and assigns.

1.17 "**Person**" means a natural person, a corporation, a partnership, a trustee or other legal entity.

1.18 "**Plat**" shall mean the Plat of Woody Creek recorded in Book 58 at Page 41 in the Office of the County Clerk of Oklahoma County, a copy of which is appended hereto as Exhibit "A."

1.19 "**Project**" shall mean and refer to the entire Property, including all structures and improvements erected or to be erected thereon.

1.20 "**Project documents**" means and includes these Covenants, Conditions, and Restrictions as same may be amended from time to time, the exhibits attached hereto, the Plat, By-Laws of the Owners' Association, Articles of Incorporation of Woody Creek Owners' Association, Inc., and the rules and regulations of the Owners' Association as established and amended from time to time.

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1.21 "**Property**" means and includes all the real property which is the subject of the plat, including all streets, easements, rights and appurtenances belonging thereto, and such annexed property as may be brought within the jurisdiction of the Owners' Association.

1.22 "**Residence**" shall mean an improvement constructed for occupancy by a single family located on one Lot. Each Residence shall be constructed in conformity with the architectural and design standards set forth herein or in the By-Laws appended hereto.

1.23 "**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.

1.24 "**Single Family**" shall mean one or more persons 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. Single Family shall also include domestic servants who maintain a common household in a Residence.

1.25 "**Utility and Drainage Easement**" shall mean any easement located on the Plat.

ARTICLE 2

DESCRIPTION OF PROJECT, DIVISION OF PROPERTY AND CREATION OF PROPERTY RIGHTS

2.1 **Description of Project.** The description of the Lots and the dimensions, area and location of Common Elements affording access to each Lot and other Common Elements are graphically shown on the Plat attached hereto and marked Exhibit "A."

2.2 **Division of Property.** The property is hereby divided into the following separate freehold estates:

2.2.1 **Lots.** The Lot designation and the statement of its location and immediate area to which it has access and any other data necessary for its proper identification including its

proportionate interest in the Common Elements are graphically shown on the Plat attached hereto and marked exhibit "A."

2.2.2 Common Elements. The remaining portion of the Property, referred to herein as "Common Elements," shall include all of the additional contiguous or noncontiguous areas owned in common by the Owners of the separately owned Lots, parcels or areas likewise graphically shown on Exhibit "A" hereto and described, but not limited to those in Article 1 Section 1.4, above. Each owner of each separate Lot shall have, as appurtenant to his Lot, an undivided interest in the Common Elements as described above and in Exhibit "A" attached hereto. The common interest appurtenant to each Lot is declared to be permanent in character and cannot be separated from the Lot to which it is appurtenant. Each Owner may use the Common Elements in accordance with the purpose for which it is intended without hindering the exercise of or encroachment upon the rights of any other Owner.

2.2.3 Conveyance of Common Elements and Dedication of Easements. Developer hereby grants, bargains, sells and conveys to Woody Creek Owners' Association, Inc. all of the Common Elements subject to this Declaration, less and except all oil, gas and other minerals, easements, restrictions, rights-of way, conveyances and zoning ordinances of record. Developer, for itself, its successors and assigns, dedicates to the use and benefit of the Owners' Association all easements shown on the Plat. Developer grants to the City of Edmond an easement over and across the common elements for the purpose of a fire lane and use by the City Police for police protection purposes, and for garbage services. Developer further dedicates all easements shown on the Plat to the use of the public for public utility purposes and in this connection does authorize any franchised utility company, including the City of Edmond, to use so much of the Common Elements for utility purposes as is needed to install, repair and maintain water lines, sewer lines, electric lines, gas lines and telephone lines.

2.2.4 Owners' Easement of Enjoyment. Every Owner has the right and easement of enjoyment and to the entire Common Elements which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Owners' Association to control and limit the use of the Common elements as provided in this Declaration, the Articles of Incorporation of Woody Creek Homeowners' Association, Inc., the Plat, the By-Laws and the rules and regulations of the Owners' Association and its committees, including the Architectural Standards Committee.

2.3 No Separate Conveyance of Undivided Interest. The foregoing interests and exclusive easements are hereby established and are to be conveyed only with the respective Lots and cannot be changed, except as herein set forth. The Developer herein, its successors, assigns and grantees, covenant and agree that the undivided interests in the Common Elements, and the exclusive easements of the Common Elements, and the fee simple title to the respective Lots conveyed herewith shall not be separately conveyed and each such undivided interest and exclusive easement shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the fee simple title to the Lot.

2.4 **Partition Prohibited.** The Common Elements shall remain undivided and no Owner shall bring any action for partition or division of any part thereof except as specifically permitted by law.

2.5 **Lots Subject to Restrictions.** All Lots in the Project shall be acquired, transferred, assigned or conveyed subject to the easements, conditions, restrictions and covenants of ownership set forth herein and in the By-Laws appended hereto, as same may be amended from time to time.

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ARTICLE 3

OWNERS' ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

3.1 **Owners' Association to Manage Property.** The administration of every property shall be governed by the By-Laws of Woody Creek, a true copy of which shall be annexed hereto as Exhibit "B." Each owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto as either of the same may be lawfully amended from time to time and with the Covenants, Conditions, and Restrictions set forth either herein or in the deed to his lot.

3.2 **Membership.** The Owners' Association shall be composed of all of the Owners of separate Lots as same are herein above described. Membership in said Owners' Association shall be deemed conveyed with or an encumbrance upon, ownership of the Lot, even though such interest and membership is not expressly mentioned or conveyed in the conveyance or other instrument.

3.3 **Voting.** The proportionate representation for voting purposes in meetings of the Owners' Association shall be the ratio of the undivided interest of each Owner in the Common Elements, as said Lots are expressed and described in Exhibit "A" hereto, i.e., one (1) vote per Lot.

3.4 **Membership Meetings.** Regular and special meetings of the Owners' Association shall be held in accordance with the provisions of the By-Laws appended hereto and incorporated herein.

3.5 **Board of Directors.** The affairs of the Owners' Association shall be managed by a Board of Directors, which is hereby established by the annexed By-Laws, and which shall conduct regular and special meetings according to the provisions of the By-Laws.

ARTICLE 4
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MAINTENANCE AND ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. 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 Owners' Association, or a duly authorized agent thereof (collectively referred to as "Owners' Association"), such assessments as may become applicable to their Lots, including: (1) regular annual assessments or charges and (2) special assessments for capital improvements and unexpected expenses, such assessments to be established and collected as provided herein and in the By-Laws. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each assessments is made, the lien to become effective upon recordation of a notice of assessment. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be a personal obligation of the person who is the Owner of such separate Lot at the time when the assessment fell due. No owner of separate Lot may exempt himself from liability for his contribution toward the Common Elements or by the abandonment of his separate Lot. The Owners' Association shall be responsible for maintenance, operation, and repair of all common elements.

4.2 Damage or Destruction of the Common Elements by Owners. In the event any part of the Common Elements is damaged or destroyed by an owner, a member of an Owners' family or any of an Owners' invitees, such Owner does hereby authorize the Owners' Association to repair said damaged area, and the Owners' 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 Owners' Association in the discretion of the Owners' Association. The amount necessary for such repairs shall be promptly paid by such Owner, upon demand, to the Owners' Association, and the Owners' Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments. For the purpose of this provision, the term "Owners' Invitee" is intended to be interpreted broadly and shall include, but not be limited to, the guests of an owner, the guests of an owners family members, lessees and the guests and invitees of any lessee.

4.3 Purpose of Assessments. The assessments levied by the Owners' Association shall be used exclusively to promote the recreation, health, safety and welfare of all the residents in the entire Project for the improvement and maintenance of the Common Elements for the

common good of the Project. Annual assessments shall include and adequate reserve fund for maintenance, repairs and replacement of the said Common Elements.

4.4 Annual Assessments. Until March 1, 1999, the developer will be responsible for and pay all costs of maintenance of the Common elements. The Board shall determine the amount and levy the first assessment to be effective and due March 1, 1999 as to any lots sold by the Developer. The maximum annual assessments per Lot shall be in an amount as set forth in the Project budget approved by the Board. Thereafter, the Board shall determine and fix the amount of the maximum annual assessment against each Lot at least sixty (60) days in advance of each annual assessment. Developer shall not be responsible for payment of assessments for any lots in which title is held by Developer.

4.5 Special Assessments. In addition to the regular annual assessments authorized above, the Board may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement related to Common Elements, including fixtures and personal property related thereto, or to defray any unanticipated or underestimated expense normally covered by a regular assessment (and, where necessary for taxes assessed against the Common Elements). Special assessments may also be levied against any individual Lot and its Owner to reimburse the Owners' Association for costs incurred in bringing that Owner and his Lot into compliance with the provisions of this document and the By-Laws.

4.6 Allocation of Assessments. Each Lot shall bear an equal share of each aggregate regular and special assessment, other than special assessments, levied against an individual Owner. Additionally, special assessments may be levied against individual Lots for disciplinary reasons as provided in the preceding Sub-Article.

4.7 Date of Commencement of Annual Assessment: Due Dates. The regular annual assessments provided for herein shall commence as to all Lots sold by the Developer in the Project as of March 1, 1999. Due dates of assessments shall be established by the Board and notice shall be given to each Owner at least thirty (30) days prior to any due date.

4.8 Transfer of Lot by Sale or Foreclosure. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer (except for assessment liens recorded prior to the mortgage). No sale or transfer shall relieve such Owner from liability for any assessments thereafter becoming due or from the lien thereof. Where the mortgagee of a first mortgage of record obtains title to a Lot as a result of foreclosure of any such first mortgage, such mortgagee shall not be liable for the share of the common expenses or assessments by the Owners' Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such mortgagee. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Lots including such mortgagee. In a voluntary conveyance of a Lot, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments against the Owners' Association against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantees right to recover from the grantor the

amounts paid by the grantee therefore; however, any such grantee shall be entitled to a statement from the Owners' Association setting forth the amount of the unpaid assessments due the Owners' Association and such grantee shall not be liable for, nor shall the Lot subject to a lien for, any unpaid assessments made by the Owners' Association against the grantor in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any such assessment becoming due after the date of any such statement.

4.9 Enforcement of Assessment Obligation; Priorities, Discipline. Any part of any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid. When a notice of assessment has been recorded, such assessment shall constitute a lien on each respective Lot prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Owners' Association, its attorney or other person authorized by this document or by law to make the sale, after failure of the Owner to pay such assessment. The Owners' Association, acting on behalf of the Owners, shall have the power to bid for the Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses, rent and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties, which penalties may include attorney fees and expenses of litigation or collection, against an Owner who is in default in payment of any assessment, after notice and hearing according to the By-Laws.

4.10 Unallocated Taxes. In the event that any taxes are assessed against the Common Elements or the personal property of the Owners' Association, rather than against the Lots, said taxes shall be included in the assessments made under the provisions of this Article and, if necessary, a special assessment may be levied against the Lots in an amount equal to said taxes to be paid in two installments, thirty (30) days prior to the due date of each tax installment.

ARTICLE 5

DUTIES AND POWERS OF THE OWNERS' ASSOCIATION AND BOARD

5.1 Statutory Duties and Powers of Owners' Association. The duties and powers of the Owners' Association shall be as required, implied or necessary by 60 Okla. Stat. SS 851 through 855, inclusive, as same presently exist or may be hereafter amended relative to Real Estate Developments.

5.2 Other Duties and Powers of Owners' Association. In addition to the duties and powers enumerated in the By-Laws or elsewhere provided for herein and without limiting the generality thereof and consistent with Article 3, paragraph 3.5, herein, the Owners' Association, acting through the Board, may enforce the covenants and restrictions specified herein and shall:

5.2.1 Maintenance and Repairs. Maintain, repair, replace, restore, operate and manage all of the Common Elements, the Utility and Drainage Easements, and all facilities, roads, gates, improvements, signs, furnishings, lighting, irrigation, equipment and landscaping thereon and property that may be acquired by the Owners' Association. This obligation shall not extend to the maintenance of any portion or facility of the Common Elements required to be maintained by an individual Owner under this document or the By-Laws.

5.2.2 Controlled Access Gates. The Homeowners Association shall be responsible for the following:

- a. Providing addresses and emergency contact numbers to the Fire Department, as well as accompanying the Fire Department during annual inspection and testing of the opening system.
- b. Maintenance testing and repairs of all functions of the gate.
- c. Establishing the access code, and assuring that the emergency services have the property code. Changing the code will not be allowed without proper notification.
- d. Maintaining a service agreement with a qualified contractor to insure year round maintenance.

5.2.3 Enforcement. Enforce the provisions of this Declaration by appropriate means including, without limitation, the expenditures of funds of the Owners' Association, the employment of legal counsel and the commencement of actions.

5.2.4 Insurance. Maintain such policy or policies of insurance as are required by this document or as the Board deems necessary or desirable in furthering the purposes of and protecting the interests of the Owners' Association.

5.2.5 Easements. Grant and reserve easements where necessary for utilities and sewer facilities over the Common Elements to serve the Common Elements and the Lots.

5.2.6 Manage. Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Owners' Association, subject to the By-Laws and restrictions imposed by any governmental or quasi-governmental body or agency having jurisdiction over the Project.

5.2.7 Other. Adopt reasonable rules not inconsistent with this Declaration or the By-Laws relating to the use of the Common Elements and all facilities thereon and the conduct of Owners and their families, tenants and guests with respect to the Property and other Owners.

5.3 Maintenance of Project by Board. The board shall provide maintenance of the Project as provided in the By-Laws. The responsibility of the Board for maintenance and repair shall not extend to repair or replacement arising out of or caused by the willful or negligent act or neglect of an Owner, a member of an Owners' immediate family, or their guests, tenants or invitees. The repair or replacement of any portion of the Common Elements resulting from such excluded items shall be the responsibility of such Owner; provided, however, that, if an Owner shall fail to make the repairs or replacements which are the responsibility of such Owner, the Board shall have the right (but not the obligation) to make such repairs or replacements and the cost thereof shall be specially assessed against such Owner and/or added to the assessments chargeable to such Lot and shall be payable to the Owners' Association by the owner of such Lot.

ARTICLE 6

UTILITIES AND EASEMENTS

6.1 Owners Rights and Duties. The rights and duties of the Owner of Lots within the Project with respect to utilities and easements thereon shall be as follows:

6.1.1 The sanitary sewer, water, electric, gas, television receiving or telephone lines or connections and other services generally referred to as "utilities" are not deemed Common Elements herein.

6.1.2 Whenever sanitary sewer, water, electric, gas, television, receiving or telephone lines or connections are located or installed within the Project, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot.

6.1.3 In the event of a dispute between Owners with respect to the repair or rebuilding of said connections or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Owners' Association, the matter shall be submitted to the Board, which shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

6.2 Easements for Utilities, Maintenance and Drainage. Easements over and under the Property for the installation, repair and maintenance of sanitary sewer, water, electric, gas and telephone lines and facilities, heating and air conditioning facilities, cable or master television antenna lines, drainage facilities, walkways and landscaping as shown on the Plat of the Property and/or as may be hereafter required or needed to service the Property, are hereby dedicated by Developer to the Owners' Association, the City of Edmond and franchised utility companies, for the purposes of ingress and egress and the repair and maintenance of utilities and drainage facilities. However, each Lot Owner traversed by the Utility and Drainage Easement located on the Plat, shall have the right to use of the Property traversed by said easement, subject to the side building limit line as described in Article 8 herein; provided, said Lot Owners shall not be permitted to fence or deposit grass cuttings, brush, deadwood or any other debris on or in

said Utility and Drainage Easement. The Owners' Association and its designated agents and contractors shall have the obligation to maintain, repair, and improve the Utility and Drainage Easement which maintenance, repair and improvements shall be a Common Expense.

6.3 Owners' Associations Duties. The Owners' Association shall maintain all utility installations located in the Common Elements except for those installations maintained by utility companies, public, private, or municipal. The Owners' Association shall pay all charges for utilities supplied to the Project except those metered or charged separately to the Lots.

6.4 Owners' Right to Ingress and Egress Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Elements necessary for access to such Owner's Lot and shall have the right to lateral support for his or her Lot, and such rights shall be appurtenant to and pass with that title to each Lot.

ARTICLE 7

USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the Property and each Lot therein is subject to the following:

7.1 Nuisances. No noxious, illegal or offensive activities shall be carried on in any Lot, or in any part of the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to or which may in any way interfere with the quiet enjoyment by an Owner of his respective Lot, or which shall in any way increase the rate of insurance for the Project, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any building.

7.2 Vehicle and Parking Restrictions. No trailer, boat, camper, mobile home, trailer home, recreational vehicle, commercial vehicle, truck (other than standard size pickup truck), inoperable automobile or similar equipment shall be permitted to park or remain upon any area within the Property, other than temporarily, unless located entirely within an attached garage. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any sign or marking of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board. No noisy or smoky vehicles shall be operated on the Property. No off-road unlicensed motor vehicles shall be maintained or operated on the Property, except as reasonably necessary to the execution of the rights or duties of the Board under these Covenants, Conditions, and restrictions. "Temporarily," as used herein, means a period of less than 24 hours.

7.3 Signs. No signs shall be displayed to the public view on any Lot or on any portion of the Property except such signs as are approved by the Board or committee appointed by the Board. The Board shall designate a location or locations within the Common Elements in which "For Sale" or "For Rent" signs approved by the Board as to size and content may be displayed. It shall also be prohibited to paint house numbers on curbs.

7.4 Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers.

7.5 Use of Lots. Except as may be provided herein below, each Lot shall be used for single family residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Lot for residential purposes shall not be considered to be a violation of this covenant so long as the Lot is not owned primarily for such purpose and so long as the lease is otherwise in compliance with rules and regulations promulgated by the Board. Any lessee or tenant shall in all respects be subject to the terms and conditions of these Covenants, Conditions and Restrictions, By-Laws and the rules and regulations adopted hereunder. Without the prior written consent of the Owners' Association's Board, nothing shall be done or kept in any Lot or in the Common Elements or any part thereof to increase the rate of insurance on the Property or any part thereof over what the Owners' Association, but for such activity, would pay. Noxious, destructive or offensive activity shall not be carried on in any Lot or in the Common Elements or any part thereof. Each Owner shall refrain from any act or use of his or her Lot which could reasonably cause embarrassment discomfort or annoyance to other owners, and the Board shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

7.5 Use of Lots. Except as may be provided herein below, each Lot shall be used for single family residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Lot for residential purposes shall not be considered to be a violation of this covenant so long as the Lot is not owned primarily for such purpose and so long as the lease is otherwise in compliance with rules and regulations promulgated by the Board. Any lessee or tenant shall in all respects be subject to the terms and conditions of these Covenants, Conditions and Restrictions, By-Laws and the rules and regulations adopted hereunder. Without the prior written consent of the Owners' Association's Board, nothing shall be done or kept in any Lot or in the Common Elements or any part thereof to increase the rate of insurance on the Property or any part thereof over what the Owners' Association, but for such activity, would pay. Noxious, destructive or offensive activity shall not be carried on in any Lot or in the Common Elements or any part thereof. Each Owner shall refrain from any act or use of his or her Lot which could reasonably cause embarrassment discomfort or annoyance to other owners, and the Board shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

7.6 Radio and Television Antennas. No alteration to or modification of a central radio or television antenna system or cable television system, whichever is applicable, shall be permitted and no Owner may be permitted to construct, use or operate his own external radio or television antenna, including satellite dish receivers larger than 18", without the written consent and approval of the Board.

7.7 Power Equipment and Car Maintenance. No power equipment, workshops or car maintenance shall be permitted on the property except lawn maintenance equipment or as otherwise permitted with the prior approval of the Board. Approval shall not be unreasonably withheld and, in deciding whether to grant approval, the Board shall consider the effects of

noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception and similar objections.

7.8 Above Ground Pools. No pools with a capacity of more than 150 gallons of water shall be installed, placed, erected or maintained above the surface of the ground of any Lot.

7.9 Pets. No livestock shall be maintained on any of said Lots. No other animals, birds, fowl or poultry shall be maintained on any of said Lots, other than three (3) 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. The maximum number of yard pets kept or maintained on any Lot shall not exceed three (3). All house or yard pets in the Project, including but not limited to dogs and cats, shall be kept inside, penned or on a leash at all times on any Lot, and shall not be allowed in the Common Elements unless on a leash. No animal, bird, fowl or poultry shall be allowed to make an unreasonable amount of noise, or become a nuisance. No structure for the care, housing, exercise or confinement of any animal bird, fowl or poultry shall be maintained on any of said Lots so as to be visible from neighboring property without the prior consent of the Architectural Standards Committee. Upon the written request of any Owner, the Owners' Association may conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal, bird, fowl or poultry is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds on any such property is reasonable. Any decision rendered by the Owners' Association shall be enforceable as other restrictions contained herein. All ordinances of the City of Edmond relating to animals shall apply to the Project.

7.10 Pool Cabanas and Detached Buildings. No detached buildings, detached garages, tents, trailers, temporary structures or out buildings shall be permitted to be erected or maintained within the Project. Provided, pool cabanas may be constructed and maintained after the plans, specifications, design and location of the same have been approved in writing by the Architectural Standards Committee.

7.11 Tree houses and Playground Equipment. No tree houses or platforms in trees, play towers or other similar structures or equipment shall be located in front of the front building limit line or with fifteen feet of any Lot boundary.

7.12 Trash and Debris. No trash, ashes or other refuse may be dumped or placed in any vacant Lot, the Common Elements or the Utility and Drainage Easement. Each Owner of a vacant Lot is required to keep such Lot in a presentable condition or the Owners' Association may, at its discretion, mow such Lot, trim trees, remove trash or refuse and, if necessary, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as is provided elsewhere herein with respect to other assessments.

7.13 Basketball Goals. Basketball goals must be free standing and positioned behind the front line of the residence. Basketball hoops/goals attached to the home or garage are prohibited. Generally, at least partial evergreen screening will be required behind the goal.

7.14 Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes will not be erected, placed or maintained on any Lot unless in such a manner that they shall not be visible from neighboring property.

7.15 Diseases and Insects. No owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

7.16 No Warranty of Enforceability. While the Developer has no reason to believe that any of the restrictive covenants of this Article 7 or elsewhere in these Covenants, Conditions and Restrictions are or may be invalid or unenforceable for any reason or to any extent, it makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot in the Project in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold the maker hereof harmless therefrom.

7.17 Enforcement and Access by Directors. The Board of Owners' Association shall have the power to make and to enforce reasonable rules and regulations in furtherance of this Article. During reasonable hours, Developer, any member of the Architectural Standards 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 with in the Project 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.

ARTICLE 8

ARCHITECTURAL CONTROL

8.1 Prohibition of Alteration and Improvement. No buildings, storage sheds, fence, wall, obstruction, balcony, screen, patio, patio cover, tent, awning, sheds, carport, carport cover, improvement or structure of any kind shall be commenced, erected, or maintained upon the Property, nor shall any alteration or improvement of any kind be made to any previously constructed structure, until the same has been approved in writing by the Architectural Standards Committee.

8.2 Architectural Standards. No construction or erection of any nature whatsoever shall be commenced or maintained upon any Lot or the Common Elements (except as is installed or approved by the Developer in connection with the initial construction of structures or buildings on the Property); nor shall any exterior addition to, or change or alteration thereon, be made unless and until two (2) sets of plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved as to the harmony of external design and location in relation to surrounding structures and topography, in writing to the Architectural Standards Committee. The initial Architectural Standards Committee shall consists of three members, being Matt Wilson, Hal French and Thomas Shaw. The initial Architectural Standards Committee shall serve for a term of then (10) years, and

thereafter the Committee shall be appointed in accordance with the By-Laws of the Owners' Association. In the event the Architectural Standards Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications shall have been submitted to it, approval will not be required and the Owner submitting such plans and specifications shall be deemed to have complied with this provision. Any decision of the Architectural Standards Committee shall be final and binding. If no application has been made to the Architectural Standards Committee and approved as set forth herein, said committee, the Board, its representatives or Owner(s) may institute suit to enjoin or to remove such additions, alterations or improvements made without such approval, at anytime, and all costs and attorneys fees shall be the responsibility of the Owner whose actions caused such suit to be instituted. No permission or approval shall be required to rebuild in accordance with the original plans and specifications or to rebuild in accordance with the plans and specifications previously approved by the Architectural Standards Committee.

8.3 Structural Size Restriction. The floor area of the main structure, exclusive of porches, basements and garage(s), shall not be less the 2,800 square feet.

8.4 Floodlights. Outdoor floodlights must be approved by the Architectural Standards Committee and must not be offensive to adjoining property.

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8.5 Roof Construction. In addition to the approval of the Plans and Specifications for construction of buildings and structures on any Lot, all roofs and roof materials shall be specifically submitted, by separate letter, to the Architectural Standards Committee for their review and written approval prior to construction of the structure or installation of roofing material.

8.6 Brick or Stone Construction. Unless otherwise approved by the Architectural Standards Committee, the principal exterior of the first floor of any residence, excluding the roof, shall be at least eighty percent (80%) brick, or stone, and twenty percent (20%) may be frame wood, stucco, shingles or other materials which will blend together with the brick or stone. It is the intent of this restriction to allow panels of other materials other than brick or stone to be used, but in no event shall a continuing wall consisting of twenty (20%) of the exterior of the residence be built of any material other than brick or stone. This restriction is intended to restrict the principal exterior of the first floor of residences to masonry in their construction, but may be modified to allow use of other materials to blend with the masonry to eliminate repetition of design, provided such modification must be approved in writing, by the Architectural Standards Committee. All fireplace chimney stacks shall be constructed of brick or stone.

8.7 Garages and Carports. Garages must be at least two cars wide and must be attached to the residence. Por'cheres and/or covered porticos must have a solid or semisolid wall on the street side and must be constructed and located entirely behind the front building limit line. No garage door shall face the street from any Lot, including corner Lots, unless approved by the Architectural Standards Committee. Carports are not permitted.

8.8 Setback and Side Building Limits. No building structure or part thereof shall be erected or maintained on any of the Lots nearer to the front street or the side street than the front building limit or the side building limit line as shown on the Plat. No building structure or any part thereof shall be located, placed or maintained within seven and a half (7.5) feet of the side Lot line of any Lot.

8.9 Perimeter Fencing Required. All perimeter Lots are required to be fenced along the real Lot line subject to the Developer's approval prior to occupancy at the homeowner's expense.

8.10 Fences and Retaining Walls. All fences which project from a Residence toward the side Lot line shall be constructed of brick, stone, or iron and must carry out the architectural scheme of the structure. Additionally, perimeter or exterior fencing adjacent to or facing the streets shall be constructed of brick, stone, or iron and must carry out the architectural scheme of the structure. Retaining walls must be faced on all sides visible from any street with brick, stone, or approved material. No fence or retaining wall shall be constructed or installed until the location, design, material and quality of same shall have been approved by the Architectural Standards Committee.

8.11 Driveways. Private driveways from the private street to a Residence located on any Lot shall be concrete or other hard-surface material approved by the Architectural Standards 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 Standards Committee, which shall consider the location, appearance, design and materials of said driveway and the effect the driveway may have on drainage affecting the Common Elements or any other Lot.

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8.12 Exclusion of Developer. This article does not apply to the Developer. All specifications for the Real Estate Development shall be solely decided by the Developer.

ARTICLE 9

SECURITY GATE

9.1 Acknowledgment of Security Gate and Controlled Access- Release of Liability. The Owner of each Lot, on their own behalf, and on behalf of their families, guests, tenants, invitees, successors and assigns, does acknowledge that the Developer, Owners' Association and/or the Board of Directors will install and maintain a security gate controlling access to the Project by Owners and the public and that such security gate may effect and delay or prevent the timely response of police, ambulance, fire and other emergency personnel and services to

locations within the project. In consideration of the privacy and security afforded by the security gate, each Owner, for himself, his family, guests, lessees, invitees, heirs, successors and assigns, covenants and agrees, concurrent with acquisition of an equitable or legal interest in a Lot, to release and hold harmless the Developer, Owners' Association, Board of Directors, and the individual Owners, from any and all injuries, claims, causes of action, liabilities or other losses incurred by such Owner, his family, guests, tenants or invitees, arising from or associated with the security gate and/or the proper functioning of the security gate. In addition, it is the intent of the Developer that at least until all Lots are sold by the Developer, that the gates will not be manned.

ARTICLE 10

GENERAL PROVISIONS

10.1 Enforcement. The Owners' Association, any Owner and any governmental or quasi- governmental agency or municipality having jurisdiction over the Project shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this document and, in such action, shall be entitled to recover costs and reasonable attorney's fees are ordered by the Court; provided, however, that an individual Owner shall have no right to enforce the collection of any assessment levied against any other owner under article 4, above. Failure by any person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

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

10.3 Amendments. To the extent not inconsistent with 60 Okla. Stat. ss 851, et seq., as same is now or may hereafter be amended, an amendment of the Covenants, Conditions and restrictions herein may be enacted by the vote or written assent of a majority of the Owners; provided, however, that the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for an action to be taken under that clause. Any amendment must be recorded and shall become effective upon being recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

10.4 Mortgage Protection Clause.

10.4.1 Rights of First Mortgagees. No breach of any of the Covenants, Conditions and Restrictions contained in this document, nor the enforcement of any lien provisions herein, shall render invalid the lien of any first mortgage (meaning a mortgage with first priority over any other mortgage) on any Lot made in good faith and for value, but all of said Covenants, Conditions and Restrictions shall be binding upon and be effective against any Owner whose title is derived through foreclosure or trustee's sale or otherwise.

10.4.2 Mortgage Priority; Right to Inspect Records. Notwithstanding any language contained in this document to the contrary, no Owner and no other party shall have priority over any rights of institutional lenders pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of Lots and/or any portion or element of the Common Elements. Institutional lenders shall have the right to examine the books and records of the Owners' Association.

10.5 Insurance. The Owners' Association shall obtain and continue in effect, comprehensive public liability insurance insuring the Owners' Association, the developer and the agents and employees of each and the Owners and employees, guests and invitees of the Owners against any liability incident to the ownership or use of the Common Elements and facilities in the Common Elements and including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured and a "severability of interest" endorsement precluding the insurer from denying coverage to one Owner because of the negligence of other Owners or to the Owners' Association.

10.5.1 Insurance Premiums. Insurance premiums on policies purchased by the Owners' association shall be a common expense to be included in the assessments levied by the Owners' Association. The acquisition of insurance by the Owners' Association shall be without prejudice to the right of any Owners to obtain additional individual insurance.

10.6 Owners' Compliance. Each Owner, tenant or occupant of a Lot shall comply with the provisions of the Project documents and all decisions and resolutions of the Owners' Association or its duly authorized representative, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due for damages (including costs and attorneys fees) and/or for injunctive relief. All agreements and determinations lawfully made by the Owners' Association in accordance with the voting percentage established in this document or in the By-Laws shall be deemed to be binding on all Owners of Lots, their successors and assigns.

10.6 Owners' Compliance. Each Owner, tenant or occupant of a Lot shall comply with the provisions of the Project documents and all decisions and resolutions of the Owners' Association or its duly authorized representative, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due for damages (including costs and attorneys fees) and/or for injunctive relief. All agreements and determinations lawfully made by the Owners' Association in accordance with the voting percentage established in this document or in the By-Laws shall be deemed to be binding on all Owners of Lots, their successors and assigns.

10.7 Conflict of Project Documents. If there is any conflict among or between the Project documents, the provisions of these covenants, Conditions and restrictions shall prevail; thereafter, priority shall be given to Project documents in the following order: Plat, By-Laws and rules and regulations of the Owners' Association.

10.8 Service of Process. The name of the person to receive service of process together with the place of business of such person in Oklahoma County is Hal French, P.O. Box 1265,

Edmond, Oklahoma 73083, or such other person as the Board may designate by an amendment hereto filed solely for that purpose.

IN WITNESS WHEREOF, the undersigned have executed this document this ____ day of October, 1998.

Woody Creek, L.L.C.

By: _____
Hal French, Manager

STATE OF OKLAHOMA)
)ss
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State on this ____ day of October, 1998, personally appeared Hal French of Woody Creek, L.L.C., to me

known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires:

(Seal)

