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AMENDED AND RESTATED DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS OF LAKELAND ADDITION I AND THE VILLAS
OF LAKELAND

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AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
LAKELAND ADDITION I
AND
THE VILLAS OF LAKELAND

WHEREAS, Lakeland Real Estate Development, Inc., ("LDI"), as the owner of all of LAKELAND ADDITION I, an Addition to Mayes County, State of Oklahoma, according to the recorded plat thereof ("LAKELAND ADDITION"), executed and filed of record in the office of the County Clerk of Mayes County, State of Oklahoma, an "Owners' Certificate and Restrictions of Lakeland Addition I" (the "LAKELAND CERTIFICATE OF DEDICATION") dated July 12, 1983, and filed of record on July 13, 1983, at 11:50 a.m., in Book 613, at Page 617, by which certain covenants, conditions and restrictions were imposed upon the entire plat of LAKELAND ADDITION; and

WHEREAS, LDI as owner of all LAKELAND ADDITION executed and filed of record in the office of the County Clerk of Mayes County, State of Oklahoma, its "Declaration of Covenants, Conditions and Restrictions of Lakeland" (the "LAKELAND DECLARATION") dated August 16, 1983, and filed for record on August 16, 1983, in Book 615, at Pages 102, by which LAKELAND ADDITION was submitted to certain covenants, conditions, restrictions, easements, and assessment liens; and

WHEREAS, the LAKELAND DECLARATION provided for the creation of Lakeland Homeowners Association, Inc. ("LAKELAND HOA") and the establishment of said corporation as the association of the owners of lots in LAKELAND ADDITION for the administration of the addition; and

WHEREAS, LDI as the owner of all of Lot A, of LAKELAND ADDITION replatted said Lot A as The Villas of Lakeland, an Addition of Mayes County, State of Oklahoma according to the recorded plat thereof (the "VILLAS ADDITION"), and executed and filed of record in the office of the County Clerk of Mayes County, State of Oklahoma, a certain "Certificate of Dedication of the Villas Addition" (the "VILLAS CERTIFICATE OF DEDICATION") dated September 11, 1984, and filed for record on September 14, 1984, at 11:55 a.m. in Book 633, at Page 227, by which the VILLAS ADDITION was submitted to certain covenants, conditions and restrictions; and

WHEREAS, the VILLAS CERTIFICATE OF DEDICATION provided for the creation of The Villas Homeowners Association, Inc., (the "VILLAS HOA") and for the establishment of said corporation as the association of owners of lots in the VILLAS ADDITION for the administration of the addition; and

WHEREAS, LDI as the owner of all of the VILLAS ADDITION executed and filed of record in the office of the County Clerk of Mayes County, State of Oklahoma, its "Declaration of Covenants,

Conditions and Restrictions of the Villas of Lakeland" (the "VILLAS DECLARATION") dated April 1, 1985, and filed for record on April 1, 1985, at 10:50 a.m. in Book 641, at Page 411, by which the VILLAS ADDITION was made subject to certain covenants, conditions, restrictions, easements, and assessment liens; and

WHEREAS, the LAKELAND HOA was accordingly created and established and has since administered the LAKELAND ADDITION according to the intent of the LAKELAND DECLARATION; however, the VILLAS HOA was never established and has never administered the VILLAS ADDITION, but instead the LAKELAND HOA has for all times been operated so as to include, and has administered, the VILLAS ADDITION and the owners of lots in the VILLAS ADDITION have each effectively been given the rights and privileges of membership in the LAKELAND HOA; and

WHEREAS, the owners of lots of both the LAKELAND ADDITION and the VILLAS ADDITION (referred to respectively as the "LAKELAND OWNERS" and the "VILLAS OWNERS", and collectively referred to as the "LOT OWNERS" or "OWNERS") desire to replace, restate, amend and modify their respective declarations by adopting this "Amended and Restated Declaration of Covenants Conditions and Restrictions of Lakeland Addition I and The Villas Of Lakeland" (this "DECLARATION") so as to give legal effect to the defacto merger of their respective associations by establishing one owners' association and one set of covenants, conditions and restrictions for both additions; and

WHEREAS, and the OWNERS desire to approve, ratify and adopt the prior actions of the LAKELAND HOA, its members, officers, directors and all other persons who may have had or assumed responsibility for the creation, administration, management or operation of the LAKELAND HOA and/or the VILLAS HOA, with respect to their administration, management and operation of the LAKELAND HOA, the LAKELAND ADDITION, the VILLAS HOA and the VILLAS ADDITION; and

NOW, THEREFORE, the undersigned OWNERS do hereby replace, restate, amend and modify the LAKELAND DECLARATION and the VILLAS DECLARATION in their entireties, it being the intent of the OWNERS to substitute the language of this DECLARATION for the language of the aforesaid declarations, and further the undersigned OWNERS do hereby amend and modify the LAKELAND CERTIFICATE OF DEDICATION and the VILLAS CERTIFICATE OF DEDICATION where the provisions of this DECLARATION are different than said certificates, it being the intent of the OWNERS for the language of this DECLARATION to control wherever it is contrary to the language of said certificates.

FURTHER, the OWNERS hereby declare that all land, appurtenances, hereditaments and improvements which are contained in or which are a part of the LAKELAND ADDITION and the VILLAS

ADDITION (the "REAL PROPERTY") shall be held, sold and conveyed subject to the following easements, restrictions, covenants, liens and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the REAL PROPERTY and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

The terms used in this Declaration shall be defined in accordance with the definitions contained in this Declaration unless it is plainly evident from the context in which each term is used herein that a different meaning was intended.

Section 1.1. "Architectural Control Committee" (the "Committee") means and refers to the Architectural Control Committee as designated and defined in Article VI hereof.

Section 1.2. "Association" shall mean and refer to the LAKELAND HOMEOWNERS ASSOCIATION, INC., an Oklahoma non-profit corporation, its successors and assigns.

Section 1.3. "Common Areas" shall mean all property owned by the Association, including without limitation, all personal property and all real property (including the improvements thereto, if any), which shall be subject to the common use and enjoyment of the Owners subject to the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations of the Association. The boat docks, fishing house and boat slips owned by the Association are Common Areas. The real property of the Common Area, is more particularly described as follows:

(a) Lot B of LAKELAND ADDITION I, an Addition to Mayes County, Oklahoma, according to the recorded plat thereof; and

(b) Lot Five (5), Block Three (3); Lot Eight (8), Block Three (3); and Lot Three (3), Block Six (6), of THE VILLAS OF LAKELAND, a Resubdivision of Lot A, Lakeland Addition I, Mayes County, Oklahoma, according to the recorded plat thereof; and

(c) All private roads and streets, including all private mutual access roads and easements, as shown and designated on the plat of VILLAS ADDITION or as provided for in the VILLAS CERTIFICATE OF DEDICATION; and

(d) All private roads and streets, including all private mutual access roads and easements, as shown and designated on the plat of LAKELAND ADDITION or as provided for in the LAKELAND CERTIFICATE OF DEDICATION.

Section 1.4. "Home" means and refers to any building or portion of a building situated upon a Lot, which building or portion of a building is designed and intended for use and occupancy as a residence by a single family, including a Patio Home.

Section 1.5. "Independent Party Wall" means and refers to that party wall as defined in Section 3.2(b) hereof.

Section 1.6. "Lot" for the purposes of this Declaration shall mean and refer to any lot or plot of land shown upon the recorded subdivision map of the REAL PROPERTY and any other tract or parcel created by lot split or resubdivision of any lot by the by the Owner thereof, with the consent of more than fifty (50%) of the Owners of Lots; provided, however, for purposes of this DECLARATION the term "Lot" shall not include lots identified as the Common Areas by the LAKELAND CERTIFICATE OF DEDICATION or the VILLAS CERTIFICATE OF DEDICATION or this DECLARATION.

Section 1.7. "Member" shall mean a person or entity who is a member of the Association as provided in Article IV hereof.

Section 1.8. "Mutual Carport, Driveway and Sidewalk Easements" means and refers to the driveway easements as described and defined in Section 2.2 hereof.

Section 1.9. "Mutual Party Wall" shall mean and refer to the party wall as described in Section 3.2(a) hereof.

Section 1.10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the REAL PROPERTY.

Section 1.11. "Patio Home" means and refers to each portion of a multi-family building which constitutes a single unit for purposes of fee simple ownership by an Owner, which ownership, occupancy and use is subject to the covenants, conditions and restrictions governing party walls as set forth herein in Article III.

Section 1.12. "Private Mutual Access Easements For Vehicular Traffic" means those easements for access, ingress and egress as defined and described in Section 2.6 hereof.

Section 1.13. "Real Property" shall mean and refer to the REAL PROPERTY, and all improvements erected thereon, more particularly described as follows:

(a) All of LAKELAND ADDITION I, an Addition to Mayes County, Oklahoma, according to the recorded plat thereof ("LAKELAND ADDITION"); and

(b) All of THE VILLAS OF LAKELAND, a resubdivision of Lot A, Lakeland Addition I, an addition to Mayes County, Oklahoma, according to the recorded plat thereof ("VILLAS ADDITION").

ARTICLE II
USE RESTRICTIONS AND PROPERTY RIGHTS

Section 2.1. Use Restrictions. The REAL PROPERTY shall be occupied and used so as to conform to the following:

(a) Each Lot shall be used for a private single family residential dwelling, and for no other purpose.

(b) Subject to the provisions of these restrictions, use of the Common Areas shall be in accordance with and subject to the rules, regulations and limitations as adopted by the Association.

(c) Nothing shall be done or kept on any Lot or in the Common Areas which will increase the rate of insurance on the Common Areas or on Homes without the approval of the Association. No Owner shall permit anything to be done or kept in his Lot or Home or in the Common Areas which will result in the cancellation of insurance or which would be in violation of any law.

(d) No sign of any kind shall be displayed to the public view on or from any Lot or the Common Areas without the approval of the Association, except one (1) "for sale" or "for lease" sign of a size approved by the Association on any Lot.

(e) No animals, birds or poultry, of any kind whatsoever, shall be raised or bred on any Lot or in any Home or in the Common Areas except dogs and cats; provided, however, the Board of Directors of the Association, may in the absolute arbitrary discretion of the Board, determine at any time that any pet has become a nuisance and require its removal from the Real Property. Owners shall not allow such pets to excrete on the Common Areas and all pets shall be kept on a leash when outdoors at all times.

(f) No Owner shall permit or suffer anything to be done or kept upon a Lot or within any Home or other structure upon the Lot or elsewhere on the premises which will obstruct or interfere with the rights of other Owners or occupants, or annoy them by unreasonable noises or otherwise, nor will any

Owner commit or permit any nuisance on the Lot or within any Home or structure upon the Lot or elsewhere on the premises.

(g) Nothing shall be done on any Lot or in or to any Home, building or structure on any Lot or Common Areas which would structurally change any such Home, building or structure, except as otherwise provided herein. Nothing shall be altered or constructed in or removed from the Common Areas except as provided herein or upon the prior written consent of the Association.

(h) No building, fence or other structure shall be constructed upon any portion of any Common Areas other than such building and structure as shall be constructed by the Association or with the Association's consent, in accordance with the provisions of this Declaration.

(i) No owner, guest, tenant, invitee or person shall park, store or keep any vehicle, except wholly within parking areas designated therefor. No Owner shall park, store or keep any vehicle within any area designated for guest parking. No person, Owner, tenant, guest or invitee shall park any vehicle on, obstruct or otherwise prevent the use of, the Private Road Easements or mutual driveways on the Real Property. No Owner shall park, store or keep any vehicle which is not in operating order, or any pickup truck over one (1) ton, or any recreational vehicle (camper unit, motor home, trailer, boat trailer for boats over twenty (20) feet in length, mobile home or other similar vehicle), or boats over twenty (20) feet in length or any vehicle other than a private passenger vehicle upon any Lot or in the Common Areas, except during reasonable periods of construction of Homes and development of the Real Property, and except as may be expressly approved by the Association. No Owner of a Lot shall conduct repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of the Real Property, except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility.

(j) All Owners shall be Members of the Association and all Owners, members of their families, guests, tenants and invitees shall comply with the terms and conditions as set forth in this Declaration, or in the Articles of Incorporation, Bylaws or any rule or regulation of the Association. No Owner may transfer any membership or interest in the Association, except upon the transfer of title of the Lot to which it is appurtenant, in which event the membership shall be automatically transferred with legal title to the Lot.

(k) No Owner shall install or cause to be installed any television or radio antenna or other similar electronic receiving device on any portion of the exterior of any

building in the Real Property, without the prior written consent of the Architectural Control Committee.

(l) With the exception of a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Owner shall be permitted to lease his Home for transient or hotel purposes. No Owner may lease less than the entire Home. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association, and that any failure by the lessee to comply with the terms of such documents shall be default under the lease which may be enforced by the Association. All leases and lease amendments shall be in writing and a copy delivered to the Association within ten (10) days of their execution.

(m) The Association shall have the right of entry into any Lot or Home to effect emergency repairs, or, upon reasonable notice, other necessary repairs which the Owner has failed to perform or which are necessary in connection with repairs to the Common Areas or an adjoining Home. The cost of any such repairs shall be a charge (and special assessment) for which such Owner and the Lot necessitating the emergency or repairs shall be responsible.

(n) No building, fence, wall, exterior landscaping or other structure shall be commenced, erected or maintained upon the Real Property or any Home, nor shall any exterior addition to, or change, or alteration therein, be made until the plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing, as to harmony of external design, and location in relation to surrounding structures and topography, by the Architectural Control Committee. No Owner shall paint the exterior of any Home, or doors, with color of paint or other material that is different from the original color and materials used in the original construction, unless approved by the Architectural Control Committee. In the event said Committee fails to approve or disapprove such color, design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with.

Section 2.2. Mutual Carport, Driveway and Sidewalk Easements.
Each Patio Home and Patio Home Lot has a parking space and carport and storage facilities located thereon which is for the exclusive use of the Owners of the Lot to which such carport is appurtenant. However, Lots 6, 7, 9 and 10, Block 3, and Lot 5, Block 4, of the VILLAS ADDITION in some instances share mutual, non-exclusive driveways and sidewalks. Each of such Lot is hereby declared to be

subject to a non-exclusive, mutual easement for driveway and sidewalk purposes for the benefit of the Owners of the Lots sharing such mutual driveway and sidewalks, as originally installed in the original construction of the improvements on the Real Property. The mutual easements shall run with the land and shall be appurtenant to the Lot for who's benefit it is granted. The easement is granted for access, ingress and egress to the carport of each Home from the street and to each Home. Accordingly, no Owner, tenant, guest or invitee of any Owner of a lot subject to such an easement, may or shall in any manner obstruct or interfere with the use of such driveways or sidewalks for such purpose. No Owner may park or store any vehicles on such easements so as to obstruct or prevent its use by the other Owner. The cost of reasonable repair and maintenance of a mutual driveway, carport and/or sidewalk shall be shared equally by the Owners of the Lots to which the benefit of the use of the shared driveway has been conferred. The right of any Owner to contribution from any other Owner shall be appurtenant to the land and shall pass to such Owner's successors in title. Disputes among Owners sharing any such access easement regarding use shall be subject to the decision of the Board of directors after a hearing in which each side shall be permitted to present its case. The use of carports and parking spaces not located on an individual Owner's Lot shall be governed by the Board of Directors which shall make assignments of the use of same. Each shall have at least one parking space available for its exclusive use.

Section 2.3. Easement for Encroachments. An easement not to exceed six inches (6") in width is hereby reserved over and across any Lot for the purpose of permitting overhangs, if any, over said Lots by the Patio Homes on the Lots adjacent thereto, together with the rights of access thereto for repair and reconstruction of such overhangs. There is further reserved over said Lots an easement not exceeding twenty-four inches (24") in width for the purpose of maintaining the exteriors of the homes adjacent thereto, together with the right of access thereto for repair and reconstruction of such exteriors. If any portion of the Common Areas encroaches upon any Lot or any Home encroaches on the Common Areas or another Lot as a result of the original construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easement for the encroachment and the maintenance of the same shall exist so long as the encroachment exists. These easements are for the benefit of the Lots adjacent thereto and shall run with the land; providing, however, that the Association shall have no obligation for the repair of such encroaching structures.

Section 2.4. Easements Within Patio Homes. The Owner of each Patio Home shall have an easement in common with the other Owners of a Patio Home which is a part of the same building, to use all pipes, ducts, cables, wires, conduits, chases, public utility lines or other common services. Each Patio Home shall be subject to an

easement in favor of the Owners of all other Patio Homes to use the pipes, ducts, cables, wires, conduits, chases, public utility lines and common services serving such other Patio Homes and which are located within a Patio Home and designed for use of more than one Owner. The Board of Directors shall have a right of access to each Patio Home to inspect the same, to remove violations therefrom and to maintain, repair or replace the common services therein or elsewhere in the Building in which such Patio Home is situated.

Section 2.5. Members' Easement of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of Members has been recorded; provided, however, that the Association shall have the right to grant permits, licenses and easements over the Common Areas for utilities, roads or other purposes reasonably necessary or useful for the maintenance or operation of the project;

(d) The right of the Association in accordance with its Articles of Incorporation and Bylaws to borrow money for the purpose of improving the Common Areas and to secure such borrowing to mortgage any part or all of the Common Areas; provided, however, the remedies of such lender under the terms of such mortgage shall be limited to the taking possession of such Common Areas and to charging admission and other fees as condition to continued enjoyment of the Common Areas by the Members and, if necessary, to open the enjoyment of such Common Areas to a wider public until the mortgage indebtedness is satisfied in which event all rights of the Members hereunder shall be fully restored; and

(e) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against

foreclosure and charge the expenses related thereto to the Owner.

Section 2.6. Private Mutual Access Easements for Vehicular Traffic. In addition to the general easements described in Article II of the VILLAS CERTIFICATE OF DEDICATION and the easements for use of the Common Areas granted herein, each Owner shall have a non-exclusive easement appurtenant to the fee title of such Owner's Lot for vehicular traffic over all private, mutual access easements or streets within the Real Property or for the benefit of the Real Property. The easement granted hereby is for the purpose of providing pedestrian and vehicular ingress and egress to and from the Lots. No Owner shall park any vehicle in the private mutual access easements, nor shall any Owner obstruct the easement or in any manner interfere with the use of said easement by others. The Association shall maintain and repair the private mutual access easement, the cost of which shall be included in the assessments of the Association as hereinafter provided. The easements within the Real Property shown on the plat for road purposes are specifically reserved for private use and are not for the use of the public in general.

Section 2.7. Delegation of Use. Subject to any restrictions on the use and enjoyment of the Common Areas contained in this Declaration, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, any owner may delegate and share his right of enjoyment to the Common Areas and facilities with the members of his family and his tenants.

Section 2.8. Reservation of Easements for the Association. There is hereby reserved and granted to the Association, or its duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as are set forth in this Declaration, the Articles of Incorporation or the Bylaws of the Association. Notwithstanding anything herein expressed or implied to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by the original declarant of the Real Property for the installation and maintenance of utilities and drainage facilities that are necessary for the development of the property.

Section 2.9. Title to Common Properties. To the extent that legal title to any of the Common Areas remains in any Owner as of the date of recording of this Declaration in the records of the County Clerk of Mayes County, Oklahoma, each such Owner hereby covenants, for itself, its successors and assigns that it shall convey the Common Areas to the Association, free and clear of all liens and encumbrances of any kind except for all restrictive covenants, easements and rights-of-way of record, if any, upon or at such time as such Owner learns that such title is held by it.

ARTICLE III
PARTY WALLS

Section 3.1. Introduction. The owners of Patio Homes in the project collectively, and each Owner of a Lot on which a Patio Home is situated, individually, will have a vested interest in the continued existence of the system of demising walls constructed between such Patio Homes in a manner consistent with the original concept of the architectural design. Accordingly, this Declaration creates a number of rights and obligations on the part of the Owners, intended to accomplish this purpose.

Section 3.2. Definitions Regarding Party Walls. There are two (2) distinct types of party walls constructed, or to be constructed, on the Real Property. They are defined as follows:

(a) "Mutual Party Wall" means a wall located on or near a Lot line separating two Lots, which wall physically separates or delineates the demising boundary between two (2) Patio Homes.

(b) "Independent Party Wall" means that portion of a wall located on or near a Lot line separating two (2) Lots, which wall is a part of a residential structure or garage, and which wall physically separates or delineates the demising boundary between a Home on one (1) Lot and the adjacent Lot. Such a wall is part of the interior of the structure (referred to herein as "the interior of the wall") and the other side is a boundary fence for the neighboring Lot (referred to herein as the "exterior of the wall").

(c) "Party Wall" refers to both Mutual Party Walls and Independent Party Walls inclusively.

Section 3.3. Rules Applicable to Party Walls.

(a) Ownership of Party Walls. Each Mutual Party Wall shall be owned to the center line of such wall by the respective Owners of Patio Homes which share such wall regardless of the actual location of such wall on the Lot belonging to another. Each Independent Party Wall shall be owned by the Owner of the Home of which the wall is a part, regardless of the actual location of such wall or the encroachment of the wall on the Lot belonging to another or the Common Elements. For so long as a Party Wall may be reasonably maintained, the Owner of such wall shall have an easement on the Lot on which it is actually located; provided, however, in the event of the actual physical destruction of such wall the easement shall be terminated and the wall shall be reconstructed on the Lot or Lots on which it belongs.

(b) Maintenance and Decoration of Party Walls. Each Lot Owner shall do nothing which may alter, damage, impair or tend to alter, damage or impair, the aesthetic or structural integrity of a Party Wall and shall maintain the side of the wall facing his Lot to its original condition as originally constructed. Each Lot Owner may landscape the side of an Independent Party Wall facing his Lot and shall have an easement to landscape and for ingress and egress over, under and through any portion of a neighboring Lot, up to twelve (12) inches in width, located on the side of such wall facing his Lot (i.e., between the party wall and his Lot line). No Lot owner shall drive any nails, screws, bolts or other objects through the party wall and shall not erect or maintain within three (3) feet of the exterior of an Independent Party Wall any structure which may impede or interfere with any necessary maintenance, repairs or restoration of the wall.

(c) Damage to Party Walls. If any party wall is damaged or destroyed through the act of a Lot Owner whose Lot adjoins such wall, or any of his family, guests or agents (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Lot Owner or Owners of the full use and enjoyment of such wall, then the first of the aforementioned Owners shall forthwith proceed to rebuild and repair the same, to as good condition as formerly existed, without cost to the adjoining Owner or Owners. If any such party wall is damaged or destroyed by some cause (including ordinary wear and tear and deteriorations from lapse of time), other than the act of one of the adjoining Lot Owners, his agents, guests or family, all Owners whose Lots adjoin such wall shall proceed forthwith to rebuild or repair the same to as good condition as formerly existed, at their joint and equal expense, provided that the Owner of the structure in which any damaged or destroyed Independent Party Wall is located shall bear all expenses of rebuilding or repairing the Independent Party Wall. In the event of a dispute between Lot Owners with respect to the repair or rebuilding of the Party Wall, or with respect to the sharing of the cost thereof, such Lot Owners shall submit the matter to the Architectural Control Committee for arbitration and the decision of the Committee shall be final and binding on the parties; provided that no Committee member shall hear any case involving any matter in which such member shall have an interest, in which event the remaining Committee members shall select a party who is an Owner of a Lot in the addition to act in the place of the abstaining member.

(d) Easements for Repair of Structural Walls. There is specifically reserved upon each Lot adjoining the exterior of a structural wall as the servient tenement, for the benefit of the adjoining Lot on which the structural wall and structure is located and the Owner thereof as dominant tenement, an

easement of three (3) feet in width over the servient tenement, to perform such work, during daylight hours as may be necessary or advisable in connection with the maintenance, repair or restoration of the structural wall and the structure of which it is a part, and a three (3) foot easement for ingress and egress to perform such work. The Owner of the dominant tenement shall have no liability for damage to or removal of any structures, decoration or landscaping erected within three (3) feet of a structural wall, which is necessarily occasioned by such work.

(e) Alterations. In addition, no additions, alterations, repairs or restorations to any wall shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of the same shall have been approved in writing by the Architectural Control Committee.

Section 3.4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes any Mutual Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 3.5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

Section 3.6. Arbitration. The Architectural Control Committee of the Association shall decide any dispute arising concerning a Party Wall, or under the provisions of this Article, and the decision of the Committee shall be final and binding on the parties to the arbitration proceedings.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 4.1. Membership. Every person or entity who is a record owner of a fee or undivided-fee interest in any Lot which is subject by the terms of the Declaration to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The rights of membership, including the right to participate in Association affairs, the right to vote and the right to use the Common Areas are subject to suspension by the Board of Directors of the Association for: (1) the failure or refusal to pay any assessment payable by the member during the period that such assessment payable by the member remains unpaid for more than

thirty (30) days; (2) an infraction of, default in or breach of the By-Laws of the Association, the Declaration or in the Regulations of the Association by the member, as provided therein; and (3) any other breach or non-compliance by the member, determined from time to time by the Board of Directors of the Association. Ownership of such tract or parcel shall be the sole qualification for membership.

Section 4.2. Classes of Membership. There shall be only one (1) class of membership. All Members of the Association shall have the same and equal class of voting membership.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1. Creation of the Lien and Personal Obligation of Assessments. The Owners, for each Lot owned within the Real Property, hereby covenants, and each successor of the Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, commencing on the date fixed from time to time by the Board of Directors of the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment was made; however, personal liability for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The above notwithstanding, the assessment made against any vacant Lot shall be an amount equal to one-third (1/3) of the assessments levied on improved Lots. The Board of Directors may cause the Association to elect from time to time to offer maintenance services to the Owners of vacant Lots under such terms and conditions as it may decide. For purposes of this paragraph, a vacant Lot means a Lot on which no Home or building structure has been constructed. Full assessments shall be due at such time as a Home has been substantially completed on the previously vacant Lot and is substantially ready for occupancy.

Section 5.2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and enjoyment of the residents of the Real Property and for the improvement and maintenance of the Common Areas. Said annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from said annual assessments, the following:

(a) The cost of furnishing water, gas electricity, garbage and trash collection and other utilities to the Common Areas and facilities.

(b) Maintenance and repair of storm drains, sanitary sewers, private streets, private parks, open spaces, trails and utilities lying with the Common Areas.

(c) Property insurance in an amount determined by the Association covering the Common Areas, exclusive of land, foundation, excavation and other items normally excluded from coverage, insuring against loss or damage by fire, vandalism, malicious mischief, flood or such other hazards as are covered under standard extended coverage endorsement. Such insurance policy shall also provide that it cannot be cancelled or substantially modified by the insurance company until after thirty (30) days prior written notice to the Association.

(d) Comprehensive policy or policies of public liability insurance covering the Common Areas and such policy or policies shall include a "Severability of Interest Endorsement" or equivalent coverage which will preclude the insurer from denying the claim of a Home Owner because of negligent acts by the Association, its Board of Directors or a Home Owner. Such policy or policies shall be in the minimum amounts of not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damage, plus an umbrella policy for not less than One Million Dollars (\$1,000,000.00) for all claims for personal injury, including death and/or property damage arising out of a single occurrence; and the policy shall include water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other coverage as is customarily deemed necessary with respect to projects similar in nature.

(e) Policy or policies of (i) liability insurance insuring the Board of Directors, Officers and employees of the Association against any claims, losses, liabilities, damages or causes of action arising out of, or in connection with, or resulting from any act done or omission to act by any such person or entities; (ii) workmen's compensation as required under the laws of the State of Oklahoma; and (iii) such other insurance as deemed reasonable and necessary in order to protect the Real Property, the Home Owners and the Association.

(f) Standard blanket fidelity bond covering all officers, Directors, trustees, management agent and other employees of the Association and all other persons handling or responsible for funds of the Association, in an amount not

less than a sum equal to three (3) months aggregate assessments on all Lots, plus reserves.

(g) Painting, maintenance, repair and replacement of all building, equipment and landscaping in, on and of the Common Areas as the Board of Directors of the Association shall determine is necessary and proper.

(h) Removal and replacement of any part of a carport, patio or fence that extends into the Common Areas under authority of an easement when access to a utility line underneath such patio or fence is requested by any utility company. Provided, however, that said cost shall be charged to the Owner of the Home involved if said Owner or its predecessor in interest caused the patio or fence to be so placed on the Common Areas.

(i) Any other material, supplies, furniture, labor, services, maintenance, repairs, structural alterations, fences or other improvements, insurance, taxes, assessments, rents or other charges for roadway or access easements not within the Addition but beneficial thereto which the Association is required to secure or pay for pursuant to the terms of these restrictions or by law or which in the opinion of the Association's Board of Directors shall be necessary or proper for the operation of the Common Areas or for the benefit of the Owners, or for the enforcement of these restrictions.

(j) Should any service, maintenance, coverage, care or other thing be provided to any Owner or group of Owners which is greater than any such item provided the Owners as a whole, such Owner or group of Owners may be additionally assessed the reasonable additional cost of providing such item or service. The additional cost of providing such item or service shall not be subject to the limitations of Section 5.3 below.

Section 5.3. Maximum Annual Assessment. As of the date on which this Declaration becomes effective, the maximum annual assessment (exclusive of the additional assessments of Section 5.2 (j)) shall be the amounts of such assessment on that date.

(a) From and after the date on which Declaration is recorded, the maximum annual assessment may be increased by not more than ten percent (10%) during any consecutive twelve (12) month period without a vote of the membership.

(b) The previous paragraph notwithstanding, the maximum annual assessment may be increased by any amount, at any time, upon the affirmative vote of two thirds (2/3) of the Members voting in person or by proxy at a meeting at which a quorum is present, and which was duly called for this purpose.

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

Section 5.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year and no more than four (4) years subsequent thereto for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5.5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be done in accordance with the Bylaws of the Association, providing for Special Meetings of the Members.

Section 5.6. Uniform Rate of Assessment. Except as otherwise provided herein, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 5.7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the date this Declaration is Recorded. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Subject to the limitations of Section 5.3, the Board of Directors shall from time to time fix the amount of the annual assessment against each Lot. Written notice of charges made to the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 5.8. Effect of Nonpayment of Assessments: remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of one and one-half percent (1½%) per month. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 5.9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein, including fees, late charges, fines and interest shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to any first mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI
ARCHITECTURAL CONTROL

No building, home, fence, wall, signs, exterior landscaping or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee (the "Architectural Control Committee") composed of three (3) or more representatives appointed by the Board. No Owner shall paint the exterior of any Home with color of paint or other material that is different from the original color and materials used in the original construction unless approved by the Board or committee. In the event said Board, or its designated committee, fails to approve or disapprove such color, design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII
EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Real Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII
MORTGAGE PROTECTION

Section 8.1. Protection of First Mortgages. Notwithstanding any and all provisions elsewhere in this Declaration to the contrary, in order to induce the Federal National Mortgage Corporation and the Federal Home Loan Mortgage Corporation (and other lenders and investors) to participate in the financing of the sale of Lots or Homes within the Project, the following provisions are added hereto (and to the extent these added provisions conflict with any other provision of the Declaration, these added provisions shall control):

(a) Each Mortgagee of a first Mortgage encumbering any Lot, upon request, will be entitled to written notification from the Association of any default by the Mortgagor of such Lot in the performance of such Mortgagor's obligations under this Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association which is not cured within sixty (60) days.

(b) Any first Mortgagee or third party foreclosure purchaser who obtains title to a Lot pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title to such Lot by the Mortgagee. The assessment liens provided for herein shall be subordinate to the lien of any first Mortgage now or hereafter placed upon any property subject to assessment; provided, however, that such subordination shall apply only to assessments which accrue prior to a sale or transfer of such property pursuant to a decree of foreclosure or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment.

(c) Unless at least a majority (greater than 50%) of the first Mortgagees (based upon one vote for each first Mortgage owned) or Owners (other than the original declarant of the Real Property) of the individual Lots have given their prior written approval, the Association or the Owners shall not be entitled to:

(1) by act or omission, seek to abandon or terminate the Planned Unit Development form of ownership;

(2) change the pro rata interest or obligations of any individual Lot for purposes of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Lot

in appurtenant real estate and any improvements thereon which are owned by the Association;

(3) partition or subdivide the Common Areas;

(4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas except as provided for herein (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas shall not be deemed a transfer within the meaning of this clause.); or

(5) use hazard insurance proceeds for losses to any property (whether to Homes or to Common Areas) for other than the repair, replacement or reconstruction of such property.

(d) First Mortgagees and the Veteran's Administration, only if there is a Home in the Real Property subject to a V.A. Mortgage, shall have the right to examine the books and records of the Association.

(e) Annual assessments or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common Areas that must be replaced on a periodic basis, and shall be payable in regular monthly installments rather than by special assessments.

(f) All taxes, assessments and charges which may become liens prior to the first Mortgage under local law shall relate only to the individual Lots and not to the Project as a whole.

(g) In the event of substantial damage or destruction of any Home or any part of the Common Areas or any portion thereof, the Mortgagee of any first Mortgage on the Home shall be entitled to timely written notice of any such damage or destruction, and no provision in this Declaration shall be interpreted to entitle the Owner of the Lot or any other party to priority over any right of the first Mortgagee of the Lot pursuant to its Mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Homes and/or Common Areas.

(h) Any agreement for professional management of the Project, or any other contract providing for services of the original declarant of the Real Property, may not exceed one (1) year. Any such agreement must provide for termination by either party on thirty (30) days' written notice with cause or without cause, and without payment of a termination fee on ninety (90) days' more written notice.

(i) The Association shall give FHLMC, FNMA and GNMA notice (c/o Servicer at Servicer's address) in writing of any loss to, or taking of the Common Areas of the Project if such loss or taking exceeds Ten Thousand and NO/100 Dollars (\$10,000.00).

(j) The Association shall, upon the request of any first Mortgagee, (1) give written notice of all meetings of the Association and permit the lender to designate a representative to attend all such meetings, and (2) transmit to such lender an annual unaudited financial statement of the Project within ninety (90) days following the end of any fiscal year of the Project.

(k) If any Lot or portion thereof or the common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Mortgagee of any first Mortgage on a Lot will be entitled to timely written notice of any such proceeding or proposed acquisition, and no provision in this Declaration shall be interpreted to entitle the Owner of a Home or any other party to priority over such Mortgagee with respect to the distribution to such Lot Owner of the proceeds of any awards or settlement.

Section 8.2. Effect of Breach of Covenants. No breach of any of the foregoing covenants and restrictions shall cause any forfeiture of title or reversion or bestow any right of re-entry whatsoever, but violation of any one or more of these covenants or restrictions may be enjoined or abated by the Association, or by an Owner of a Lot in the Project, by action of any court of competent jurisdiction, and damages may also be awarded against such violations; provided, however, that any such violation shall not defeat or render invalid the lien of any Mortgage made in good faith and for value as to said property of any part thereof, but said covenants and restrictions shall be binding upon and effective against any Owner of said property, or portion thereof, whose title thereto is acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

ARTICLE IX
OBLIGATIONS TO MAINTAIN AND REPAIR

Subject to the provision of this Declaration regarding Architectural approval, each Owner shall, at his sole cost and expense, maintain and repair his Home and Lot, keeping the same in good condition and making all repairs as they may be required.

ARTICLE X
DAMAGE OR DESTRUCTION TO COMMON AREA

Section 9.1. Damage to or destruction of all or any portion of the Common Area shall be handled in the following manner:

(a) In the event of damage or destruction to the Common Area, if insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within Ten Thousand Dollars (\$10,000.00) or less of being sufficient to effect total restoration to the Common Area, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed, and the difference between the insurance proceeds and the actual cost shall be levied as a special assessment equally against each of the Owners.

(c) If the insurance proceeds are insufficient by more than Ten Thousand Dollars (\$10,000.00) to effect total restoration to the Common Area, then by written consent or vote of a majority of each class of Owners, they shall determine whether (a) to rebuild and restore in substantially the same manner as the improvements existed prior to damage and to raise the necessary funds over the insurance proceeds by levying equal assessments against all Lots, (b) to rebuild and restore in a way which utilizes all available proceeds and an additional amount not in excess of Ten Thousand Dollars (\$10,000.00) and which is assessable equally to all Lots but which is less expensive than replacing these improvements in substantially the same manner as they existed prior to being damaged, or (c) to not rebuild and to distribute the available insurance proceeds equally to the Owners and Mortgagees of the Lots as their interests may appear.

ARTICLE XI
GENERAL PROVISIONS

Section 11.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restriction, condition, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 11.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no

way effect any other provisions which shall remain in full force and effect.

Section 11.3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than a majority (greater than 50%) of the Lot Owners. Any amendment must be recorded.

Section 11.4. FHA/VA Approval. As long as there is a V.A. or F.H.A. Mortgage on the property, the following action will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Owners of more than fifty percent (50%) of the Lots in LAKELAND ADDITION, and of more than seventy-five percent (75%) of the Lots in VILLAS ADDITION, hereby ratify and adopt this Declaration as of the day and year set forth next to their signatures below.

OWNERS:

CIMARRON FEDERAL SAVING AND LOAN ASSOCIATION, a Federally chartered Saving and Loan Association

BY: _____
President

ATTEST:

[SEAL]

Secretary

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a notary public in and for said county and state, on this _____ day of _____, 19____, personally appeared _____ to me known to be the identical person who subscribed the name of

CIMARRON FEDERAL SAVINGS AND LOAN ASSOCIATION thereon to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Notary Public

My Commission Expires:

[SEAL]

OWNER(S):

Owner of Lot _____, Block _____, of LAKELAND ADDITION I,
an addition to Mayes County, Oklahoma, according to the
recorded plat thereof.

By: _____
Owner

By: _____
Owner

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a notary public in and for said
county and state, on this _____ day of _____,
19____, personally appeared _____, to
me known to be the identical person(s) who executed the within and
foregoing instrument and acknowledged to me that he/she/they
executed the same as his/her/their free and voluntary act and deed
for the uses and purposes therein set forth.

Notary Public

My Commission Expires:

[SEAL]

OWNERS:

Owner of Lot _____, Block _____, of LAKELAND ADDITION I,
an addition to Mayes County, Oklahoma, according to the
recorded plat thereof.

BY: _____
President

ATTEST:

[SEAL]

Secretary

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a notary public in and for said
county and state, on this _____ day of _____,
19____, personally appeared _____,
to me known to be the identical person who subscribed the name of
the maker thereon to the foregoing instrument as its President and
acknowledged to me that he executed the same as his free and
voluntary act and deed, and as the free and voluntary act and deed
of such corporation, for the uses and purposes therein set forth.

Notary Public

My Commission Expires:

[SEAL]

OWNERS:

Owner of Lot _____, Block _____, of LAKELAND ADDITION I,
an addition to Mayes County, Oklahoma, according to the
recorded plat thereof.

BY: _____
President

ATTEST:

[SEAL]

Secretary

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a notary public in and for said
county and state, on this _____ day of _____,
19____, personally appeared _____,
to me known to be the identical person who subscribed the name of _____,
the maker thereon to the foregoing instrument as its President and
acknowledged to me that he executed the same as his free and
voluntary act and deed, and as the free and voluntary act and deed
of such corporation, for the uses and purposes therein set forth.

Notary Public

My Commission Expires:

[SEAL]

OWNERS:

Owner of Lot _____, Block _____, of THE VILLAS AT LAKE LAND, a resubdivision of Lot A of Lakeland Addition I, an addition to Mayes County, Oklahoma, according to the recorded plat thereof.

BY: _____
President

ATTEST:

[SEAL]

Secretary

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a notary public in and for said county and state, on this _____ day of _____, 19____, personally appeared _____, to me known to be the identical person who subscribed the name of the maker thereon to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Notary Public

My Commission Expires:

[SEAL]