

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
VINTAGE CREEK

A residential community in the City of Norman, Cleveland County, Oklahoma
(A part of the SW ¼, SE ¼, & NE ¼ of Section 7, T9N, R2W)

5/109

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VINTAGE CREEK, is made this 29th day of March, 2017, by VINTAGE CREEK, LLC (the "Declarant").

1.0 Introduction. The Declarant has filed of record this Declaration in order to set forth the covenants, conditions, and restrictions by which VINTAGE CREEK shall be governed, administered, and maintained as a high quality single family residential community. The VINTAGE CREEK ASSOCIATION is an owners association comprised of all owners of real property in VINTAGE CREEK. The VINTAGE CREEK ASSOCIATION has the power to establish rules for conduct, activities, and design approval for all properties within VINTAGE CREEK.

1.1 Purpose and Intent. Declarant, as the owner of the real property described in "**EXHIBIT A**", and pursuant to 60 O.S. §851 et seq., intends by way of this Declaration to create a general plan of development for the planned community known as VINTAGE CREEK. This Declaration provides a flexible and reasonable procedure for future expansion of VINTAGE CREEK to include additional real property as Declarant deems appropriate and provides for the overall development, administration, and maintenance of the real property now and hereafter comprising VINTAGE CREEK. Part of the development plan is the creation of VINTAGE CREEK ASSOCIATION, an association comprised of all owners of real property in VINTAGE CREEK, to own, operate and/or maintain various common areas and to administer and enforce this Declaration and the other Documents referred to in this Declaration.

1.2 Term. All property described in "**EXHIBIT A**" and any additional property which is made a part of VINTAGE CREEK in the future through one or more Supplemental Declarations, shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the land and title to such property. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of VINTAGE CREEK, their heirs, representatives, successors and assigns. Unless otherwise modified by the Declarant, this Declaration shall remain in effect for a term of twenty (20) years from the date it is Recorded. Declarant, the Association, any Owner and their respective legal representatives, heirs, successors, and assigns may enforce it. After such initial twenty (20) year period, and unless otherwise modified by the Declarant, the Declaration's term shall automatically extend for successive ten year periods unless 75% of the then Owners sign and record an acknowledged instrument which amends this Declaration.

1.3 Documents. VINTAGE CREEK Documents may be supplemented by additional covenants, restrictions, and easements applicable to the property within VINTAGE CREEK. In the event of a conflict between or among VINTAGE CREEK Documents and any such additional covenants or restrictions, and/or the provisions of any other articles of incorporation, By-Laws, or rules or policies, this Declaration shall control. Declarant must first provide written consent to any amendment to the VINTAGE CREEK Documents so long as Declarant owns any property described in "**EXHIBIT A**" of this Declaration (collectively, the "**Properties**"). Any

attempted Recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by Recorded consent signed by Declarant, so long as Declarant owns any property described in **“EXHIBIT A”**. All provisions of the VINTAGE CREEK Documents shall apply to all Owners and to all occupants of all Lots, as well as their respective tenants, guests and invitees. Any lease of a Lot shall provide that the lessee and all occupants of the leased Lot shall be bound by the terms of VINTAGE CREEK Documents. If any provision of this Declaration is determined to be invalid, such determination shall not affect the validity of other provisions or applications.

2.0 DEFINITIONS

2.1 “VINTAGE CREEK ASSOCIATION” or “Association” or “POA”: An owners association, formed as an Oklahoma nonprofit corporation, its successors or assigns, that shall have the duties and rights set forth in this declaration.

2.2 “Base Assessment”: Assessments levied on all Lots subject to assessment under this Declaration to fund Common Expenses, as determined in accordance with this Declaration.

2.3 “Board of Directors” or “Board”: The body responsible for administration of the Association, selected as provided in the By-Laws.

2.4 “Builder”: Any Person who purchases one or more Lots for the purpose of constructing improvements for later sale to consumers, or who purchases one or more parcels of land within VINTAGE CREEK for later resale in the ordinary course of such Person’s business.

2.5 “Class “B” Control Period”: The period of time during which the Class “B” Member is entitled to exercise any addition or annexation rights under this Declaration.

2.6 “Common Area”: All real and personal property, which may include, but not be limited to, the following:

- (i) All rights of way adjoining West Tecumseh Ave./US Highway 77 and all related improvements including, but not limited to those improvements that provide for pleasant living spaces within the Addition, such as entryways, vistas, landscaping, artwork, and other related items, along such rights of way or along the public streets;
- (ii) the Pedestrian Easement as depicted on **“EXHIBIT A”** and all related improvements, including those intended to interconnect the Pedestrian Easement to Legacy Trail or other trails associated with nearby residential or commercial developments (Note: The City of Norman has assumed the maintenance and repair obligations needed within the Pedestrian Easement);
- (iii) the portion of Little River that lies within the Addition, if any;
- (iv) the Modified Stream Planning Corridor and all related improvements and all structural and non-structural water quality or quantity controls, improvements, or aspects thereof used within Vintage Creek (“non-structural controls” may include, without limitation, landscape conservation; reduction in impervious cover; routine maintenance activities; prohibitive practices; maintenance procedures, street sweeping; and/or fertilizer restrictions, or other approved methods);
- (v) those improvements needed or associated with portions of the Common Area within WQPX Zones, flood ways, flood plains, or other drainage or flood areas;
- (vi) all sidewalks to the extent a part of part of common areas and open spaces;
- (vii) platted detention/retention areas open spaces (including the slopes and grades thereof) and all structural and non-structural components, improvements, and aspects;
- (viii) lighting systems; surveillance systems and services; entryways to the Addition and all improvements at any such entries or associated therewith; vistas, clubhouse(s) and pool(s) and all improvements associated in any way with a clubhouse and/or pool, or the provision of services therein; signage for the Addition; perimeter and interior permanent screening or fencing

installed by the Declarant, if any, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners; and all other Common Area further shown on attached “EXHIBIT A” or expressly stated in this Declaration.

Declarant reserves the right, but not the obligation, to add to the Common Areas as shown and described herein and Declarant may add amenities, services, and improvements such as but not limited to clubhouse, pool, future extensions of Legacy Trail, and other Common Area real and personal properties. Declarant makes no representation or warranty as to the quality or quantity of Common Areas provided in VINTAGE CREEK Addition.

2.7 “Common Expenses”: The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including, but not limited reasonable reserve funds for capital improvements or other projects, those funds necessary for the provision of services for the common benefit of the Owners, all amounts as related to Common Areas, all amounts intended to defend or enforce the VINTAGE CREEK Documents of or by the Association, and all amounts expressly stated or implied by the VINTAGE CREEK Documents, as the Board may find necessary and appropriate pursuant to VINTAGE CREEK Documents. Common Expenses shall NOT be limited to those expenses relative to the care of Common Area.

2.8 “Declarant”: VINTAGE CREEK, LLC, and any successor, assign, or related or affiliated entity who takes title to any portion of the property described in “EXHIBIT A” for the purpose of development and/or sale or who is designated as Declarant in a Recorded instrument executed by a representative of VINTAGE CREEK, LLC, such as but not limited to Sassan Moghadam.

2.9 “Development Plan”: The plat, and related documents, for the development of VINTAGE CREEK approved by the City of Norman, as it may be required and amended, which may include all of the property described in “EXHIBIT A”.

2.10 “Member”: A Person subject to membership in the Association by way of Lot ownership.

2.11 “Modified Stream Planning Corridor”: The vegetated strip of land that runs through VINTAGE CREEK containing certain structural and non-structural controls for water quality and quantity protection or improvement, as designated on “EXHIBIT A”.

2.12 “Mortgage”: A mortgage or any other form of security instrument affecting title to any Lot.

2.13 “Pedestrian Easement”: The public pedestrian easement as depicted on “EXHIBIT A”, together with all related facilities and improvements.

2.14 “Owner”: One or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

2.15 “Person”: A natural person, a corporation, a partnership, a trustee, a limited liability company, or any other legal entity.

2.16 “Record,” “Recording,” or “Recorded”: To file, filing, or filed of record in the official records of the Cleveland County Clerk, Cleveland County, State of Oklahoma.

2.17 “Special Assessment”: Assessments levied in accordance with SECTION 8.2.

2.18 “Specific Assessment”: Assessments levied in accordance with SECTION 8.3.

2.19 “Supplemental Declaration”: An instrument Recorded pursuant to SECTION 9, which subjects additional property to this Declaration, or

2.20 “VINTAGE CREEK” or the “Addition”: The real property described in **“EXHIBIT A”**, together with such additional property as is subjected to this Declaration in accordance with SECTION 9.

2.21 “VINTAGE CREEK Documents” or “Documents”: Refers to this Declaration and all exhibits hereto, and any applicable Supplemental Declaration, the By-Laws of the Association, (the “By-Laws”), the Articles of Incorporation of the Association, (the “Articles”), as they may be amended, and the Rules and Regulations, as amended from time to time.

2.22 “Lot”: A portion of VINTAGE CREEK, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Lot as well as any improvements thereon.

2.23 “Rules and Regulations”: The initial Rules and Regulations set forth in **“EXHIBIT C”** as they may be supplemented, modified and repealed hereafter.

3.0 USE CONTROLS

3.1 Regulations. VINTAGE CREEK Documents establish covenants, easements, and restrictions which govern VINTAGE CREEK. The Declarant, Board and Members shall have the right to respond to unanticipated issues and changes in circumstances, conditions, needs, desires, trends, and technologies which inevitably will affect VINTAGE CREEK, and the Lot Owners. This establishes procedures for modifying and expanding the initial Rules and Regulations set forth in **“EXHIBIT C”**. Any modification or expansion of the Rules and Regulations shall be effective whether or not Recorded. Each Owner is charged with determining the scope, terms, and nature of any restrictions, rules, and design guidelines pertaining to VINTAGE CREEK, whether or not such documents are Recorded, provided such document is adopted pursuant to the terms of this Declaration.

3.2 Rule Making. Subject to the terms herein and the Board’s duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand the Rules and Regulations. The Rules and Regulations may apply to Lots, Common Areas, Owners, Persons, and the Association. The Board shall send notice by mail to all Owners concerning any such proposed action at least thirty (30) business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. Such action shall become effective, after compliance with the terms herein, unless disapproved at a meeting by Members representing more than 50% of the total Class “A” votes in the Association and by the Class “B” Member, if any.

3.3 Owners’ Acknowledgment of City Compliance. All owners are required to uphold, and are hereby given notice that use of their Lot(s) is subject to and limited by, all City of Norman Ordinances, presently in effect or later effected, specifically including, without limitation, those ordinances governing WQPX Zones, stream planning corridors, floodplains, floodways, water quality or quantity controls or improvements, and those related restrictions contained on the Final Plat attached as **EXHIBIT “A”**.

3.4 Owners’ Acknowledgment of Rules. All Owners are hereby given notice that use of their Lots and the Common Area is limited by the Rules and Regulations as they may be amended, expanded and otherwise modified hereunder. All purchasers of Lots are on notice that changes may have been adopted by the Association. Copies of the current Rules and Regulations may be obtained from the Association. Any Owner desiring to sell or otherwise transfer title to a Lot shall give the Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally

responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date upon which such notice is received by the Board or the date title transfers, whichever is later.

Builders are required to permanently post notice in a prominent place in all model homes, sales offices, and all open spaces under their ownership and possession larger than twenty thousand (20,000) square feet stating that a Property Owners Association has been established and membership is mandatory for all property owners pursuant to the provisions of this Declaration. The builder or his agent must disclose that there is a mandatory association and shall provide a summary of the then current association documents specifically including the then current annual assessments and a five (5) year non-binding preliminary rough projection of dues income and association expenses, including amounts preliminarily and roughly projected to be required for reserves. A current summary must be provided to all purchasers at least fifteen (15) days before closing.

4.0 ARCHITECTURAL REVIEW/ PRE-APPROVAL

4.1 Architectural Review Board. The Architectural Review Board (ARB) shall have jurisdiction over all matters of design review for all property in VINTAGE CREEK. The Architectural Review Board may, however, delegate some of its powers or responsibilities, with respect to design review for VINTAGE CREEK to the Association. Until such time as the Architectural Review Board delegates all or a portion of its reserved rights to the Association, the Association shall have no jurisdiction over architectural matters. The Architectural Review Board adopts the Design Review Guidelines as initially set out in "EXHIBIT E" which may be amended from time to time. The Declarant, or as many as one to three individual designees of the Declarant, shall act as the Architectural Review Board until the earlier of:

- A. The termination of the Class B Control Period; or
- B. The Declarant by Recorded instrument assigns oversight of the ARB to the Association.

During the Declarant period architectural review, the Declarant may assign Declarant's duties to between one and three other individuals as Declarant sees fit, in Declarant's sole discretion, to review all ARB applications and perform all ARB duties in absence of Declarant, such as if Declarant's representatives are unavailable and out of office for extended periods of time. In the event that Declarant assigns Declarant's duties to other individuals, such individuals may include representatives of Builders in the VINTAGE CREEK Addition. In the event that Declarant assigns duties to others, a majority vote of the persons with such authority shall be binding in ARB review matters. The Declarant may also hire outside ARB representatives (such as architects, engineers, designers, artists, surveyors, builders, contractors, and related persons) and charge such expenses as Common Expenses to the Association and Members.

4.2 New Construction. The ARB (and Declarant during the Declarant ARB period) shall have exclusive oversight of all new construction of any extent or nature on any Lot in VINTAGE CREEK, including but not limited to modifications, alterations, additions, remodels, renovations, updates, or any such changes to a Lot and the improvements thereon.

4.3 Modifications. The ARB (and Declarant during the Declarant ARB period) shall have exclusive oversight over all modifications, alterations, additions, remodels, renovations, updates, additions, conversions, upgrades, replacements, add-ons, or any such changes to a Lot and the improvements thereon, to existing construction within VINTAGE CREEK, including but not limited to all exterior improvements, structures, and any appurtenances thereto or components thereof of every type and kind, including but not limited to buildings, outbuildings, accessory structures, gazebos, trellises, porticos, swimming pools, athletic courts, patios, patio covers, awnings, solar panels, wind turbines, painting or other finish materials on any visible surface, additions, walkways, sprinkler systems, garages, carports, driveways, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, gardens, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior lighting, poles, sporting features such as but not limited to basketball goals, signs, exterior tanks, exterior air conditioning units, cooling, heating, and water softening equipment, utilities, patios, pavements, etc. (herein **"Modifications"**).

4.4 No Waiver. Each Owner acknowledges that the persons reviewing applications for the ARB (collectively, the “**Reviewer**”) will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Declaration or the Design Review Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed activity (“**Work**”) within the scope of the terms herein until the Work is completed, in which case it may be necessary to require changes to the improvements involved. Approval of applications for any Work done or proposed shall not be deemed to constitute a waiver of the right of any Reviewer to withhold approval as to any similar applications, or other matters subsequently or additionally submitted for approval.

4.5 Variances. A Reviewer may authorize variances from compliance with any Design Review Guidelines and procedures such as in circumstances where the design meets the intent of the provision sought to be varied and where granting of the variance would enhance design innovation and excellence, or when circumstances such as topography, hardship, or aesthetic or environmental considerations so require.

4.6 Limitation of liability. The standards and procedures established for the ARB do not create any duty to any Person. Review and approval of any application pursuant to the ARB are made on the basis of aesthetic considerations only, and the Declarant, the Architectural Review Board, the Association, the Board, and any committee, or member of any of the foregoing shall not be held liable for any defects in plans revised or approved hereunder, or for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the Reviewer shall be defended and indemnified by the Association.

4.7 Certificate of Compliance. Any Owner may request that the ARB issue a Certificate of Architectural Compliance certifying that there are no known violations of the Design Review Guidelines or the Declaration. The Association shall either grant or deny such request within 30 days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates.

4.8 Fees for review. The Association, Board, or ARB may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, surveyors, attorneys, or other professionals. Declarant, the ARB, or the Association may employ architects, engineers, surveyors, attorneys, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons as a Common Expense to the members.

4.9 Declarant, Architectural Review Board, and ARB Addresses. As of the date of filing of this Declaration and until the control and responsibility of the ARB is delegated to the Association, for purposes of architectural review, Owners and Builders shall submit applications to the following address in the following forms:

DECLARANT, VINTAGE CREEK, LLC , c/o Sassan Moghadam
221 48TH AVE NW
NORMAN OK 73072

5.1 Maintenance of Lots; Repair and Replacement. Each Owner shall maintain such Owner’s Lot, including all landscaping and improvements on each Lot, in a manner consistent with VINTAGE CREEK Documents and those laws, regulations, and ordinances referenced therein. Unless otherwise specifically provided in VINTAGE CREEK Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary to maintain the property to a level consistent with VINTAGE CREEK Documents. Furthermore, by virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on such Owner’s Lot. Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising such Owner’s Lot, the Owner shall proceed promptly to repair or to replace in a manner consistent with the

original construction or such other plans and specifications as are approved by the ARB. Alternatively, the Owner shall clear the Lot and maintain it in a neat and attractive, landscaped condition consistent with VINTAGE CREEK Documents.

6.0 THE ASSOCIATION & ITS MEMBERS

6.1 Purpose of Association. The Association is the entity responsible for management, maintenance, operation and control of the Common Areas. The Association also is the primary entity responsible for enforcement of VINTAGE CREEK Documents. The Association shall perform its functions in accordance with VINTAGE CREEK Documents and the laws of the State of Oklahoma.

6.2 Membership. Every Lot Owner is a Member of the Association. There is only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to restrictions on voting and in the By-Laws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in writing provided to the Association.

6.3 Voting. The Association shall have two classes of membership, Class "A" and Class "B."

A. Class "A". Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one equal vote for each Lot in which they hold ownership thereof, except that there shall be only one vote per Lot and no vote shall be exercised for any property which is exempt from assessment, except for those owned by the Declarant.

B. Class "B". The sole Class "B" Member shall be Declarant. The Class "B" Member may appoint members of the Board of Directors during the Class "B" Control Period. The Class "B" membership shall terminate upon the earlier of:

i. the Class "B" member no longer owns any Lot or property in VINTAGE CREEK, and does not own any such Lot or property through an affiliated entity, and has conveyed all ownership in the Lots and properties in VINTAGE CREEK to successive unaffiliated Builders and third party consumers;

ii. when, in its discretion, Declarant so determines and declares in a Recorded instrument.

Upon termination of the Class "B" membership, Declarant shall be a Class "A" Member entitled to one Class "A" vote for each Lot which it owns.

C. The vote for each Lot owned by a Class "A" Member shall be exercised by the Member representing the Lot. The Member may cast all such votes as it, in its discretion, deems appropriate. In any situation where a Member is entitled personally to exercise the vote for such Member's Lot, and there is more than one Owner of such Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one Person seeks to exercise such vote; however the Lot shall be counted for quorum purposes.

7.0 THE ASSOCIATION'S POWERS & RESPONSIBILITIES

7.1 Acceptance and Control of Association Property. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. Declarant and its designees may convey to the Association personal property and fee title, leasehold or other property interests in any real property, improved or unimproved, described in "EXHIBIT A" or "EXHIBIT B". The Association shall accept and maintain such property at its expense for the benefit of its Members, subject to any restrictions

set forth in the deed or other instrument transferring such property to the Association. Upon written request of Declarant, the Association shall re-convey to Declarant any unimproved portions of VINTAGE CREEK originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error, needed by Declarant to make minor adjustments in property lines, or any other reasonable purpose. The Declarant shall not bear any responsibility for any damages that may be associated with defects in Common Area improvements and construction, to include but not be limited to property damage, personal injury, loss of income, death, loss of use, loss of value, adverse health effects, or any other effects. Any implied warranties, including an implied warranty of workmanlike construction, an implied warranty of habitability, or an implied warranty of fitness for a particular use, are hereby waived and disclaimed.

7.2 Maintenance of Common Areas. The Association shall maintain, or cause to be maintained, in accordance with VINTAGE CREEK Documents, the Common Areas, such as shown on attached **“EXHIBIT A”** and **“EXHIBIT B”**, and which additionally may include, but need not be limited to:

- A. All portions of and structures situated upon the Common Areas, including but not limited to entryway signage, improvements and landscaping, lighting, surveillance systems, utilities serving the private Association improvements, and any additional Common Area facilities that Declarant or Association chooses to add to the Common Areas;
- B. Landscaping within public rights-of-way within or abutting VINTAGE CREEK;
- C. The sidewalks and all improvements as associated with the public street network and entryways;
- D. Such portions of any additional property included within the Common Area as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Declarant or Association;
- E. All areas located within VINTAGE CREEK which serve as part of the storm water drainage system for VINTAGE CREEK, including improvements and equipment installed therein or used in connection therewith; provided, neither Declarant, the Architectural Review Board, nor the Association shall have any liability for damage or injury caused by flooding or surface runoff resulting from rainfall or other natural occurrences; and
- F. Any property and facilities owned by Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from Declarant to the Association and to remain a part of the Common Area and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.
- G. **It is expressly understood that it shall be the City of Norman’s responsibility to maintain, repair, and replace the trail system and its related improvements within the Pedestrian Easement. Provided, however, that upon the City of Norman’s failure to provide such maintenance, repair, or replacement, the Association shall have the right to maintain, repair and replace all elements and improvements located within the Pedestrian Easement.**

The Association shall have the right to enter upon, for the purpose of maintaining, and may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain VINTAGE CREEK Documents. The costs associated with maintenance, repair, and replacement of the Common Area shall be a Common Expense. Furthermore, in the event of dissolution of the Association, the Board shall determine the means of disposition of the common elements under ownership by the Association.

Except as provided above, the Common Area shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of Declarant as long as Declarant owns any property described in **“EXHIBIT A”** or **“EXHIBIT B”** of this Declaration.

If the Association fails to maintain any Common Area that results in a City of Norman code violation, the City of Norman shall have the right, but not obligation, to perform corrective maintenance, after serving the Association with thirty (30) days written notice and an opportunity to cure. The costs of said abatement are the

responsibility of the Association and if such costs are not promptly paid, the City of Norman shall have the right to enforce such collection by all remedies available to the City of Norman at law or in equity.

In its sole discretion, the Board shall have the express authority to hire a professional management company to assume the responsibilities and obligations of the Association. Such professional management company shall have all rights and authority granted to the Association under the Documents. All fees or costs related to a professional management company may be included within the Base Assessments of the Addition.

7.3 Insurance. The Association may maintain insurance policies as the Board, in its discretion, determines advisable. The Association shall maintain general liability insurance that names Declarant as an additional insured, and that covers as against all liability claims that arise out of any acts or omissions alleged against the Declarant, the Association, the Board, the ARB, or the officers and directors of the Board.

7.4 Compliance and Enforcement. Every Owner and occupant of a Lot shall comply with VINTAGE CREEK Documents. The Board may impose sanctions as specific assessments for violation of VINTAGE CREEK Documents after notice and a hearing in accordance with the procedures set forth in the By-Laws. Such sanctions may include, but are not limited to:

- A. reasonable monetary fines which shall constitute a lien upon the violator's Lot;
- B. suspending an Owner's right to vote in all matters;
- C. suspending any Owner's right to use any facilities that are Common Area;
- D. suspending any services provided by the Association to an Owner if the Owner is more than thirty days delinquent in paying any assessment or other amount owed to the Association;
- E. exercising self-help or taking action to abate any violation of VINTAGE CREEK Documents in a non-emergency situation;
- F. requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of the Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed;
- G. without liability to any Person, prohibiting any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the VINTAGE CREEK Documents from continuing or performing any further activities in VINTAGE CREEK; and
- H. levying Specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with VINTAGE CREEK Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with VINTAGE CREEK Documents: exercising self-help in any emergency situation; and bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both. All remedies set forth in VINTAGE CREEK Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce VINTAGE CREEK Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorney's fees and court costs, reasonably incurred in such action.

In addition to any other enforcement rights, if an Owner fails properly to perform such Owner's maintenance responsibility, the Association may Record a notice of violation against the Owner's Lot or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner. The Association shall provide the Owner with reasonable notice and an opportunity to cure the problem prior to taking such enforcement action, except in an emergency situation as determined by the Board.

The Association shall not be obligated to take any particular action. Any such lack of action shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant or rule. The Association may, but shall not be obligated to, enforce applicable city and county ordinances, and may, but shall not be obligated to,

permit the City of Norman to enforce ordinances within VINTAGE CREEK Properties for the benefit of the Association and its Members.

7.5 Authority. The Association may exercise any right or privilege expressly or impliedly given to the Association by VINTAGE CREEK Documents. Except as otherwise specifically provided in VINTAGE CREEK Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

7.6 Indemnification of Officers, Directors and Others. Subject to Oklahoma law, the Association shall indemnify the Declarant and Declarant's owners, managers, members, employees, and agents, and every officer, director, and committee member of the Association, including the Architectural Review Board, against all damages and expenses, including legal fees, reasonably incurred in connection with any claim, action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The Declarant and Declarant's owners, managers, members, employees, and agents, and every officer, director, and committee member of the Association, including the Architectural Review Board shall not be liable for any negligence, except for their own individual gross negligence or intentional torts. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and hold harmless each such Declarant, officer, director, and committee member from any and all liability to others on account of any such contract commitment, or action. The Association shall, as a Common Expense, maintain adequate general liability and officers/directors liability insurance per this obligation.

7.7 Provision of Services. The Board may enter into and terminate contracts or agreements with other entities, including Declarant, to provide services to and facilities for the Members and their guests, lessees and invitees; the Board may charge use and consumption fees for such services and facilities. In addition, the Board shall register with the Norman, Oklahoma City Clerk's office and provide a list of elected officers and their contact information or with the name and contact information for the agent or attorney of record for the POA and pay the associated registration or renewal fee for the HOA.

7.8 Association's Responsibility with Respect to Transfer of lots. Subsequent to the Class "B" Control Period and if required by law, the Association shall furnish to the purchaser of a Lot, after receipt of notice of a pending sale of the Lot, a copy of the Documents, if not otherwise received by the purchaser in connection with such sale and the Association may charge a fee to cover the costs the Association incurs in providing such.

7.9 Disclaimer of Liability. The Association may, but shall not be obligated to, maintain or support certain activities or services designed to promote the health, safety, and welfare of the Owners and the occupants of any Lot. Notwithstanding anything contained in the Documents, the Association, the Board, the Declarant or related or affiliated entities, shall NOT be liable for or responsible for, or in any manner a guarantor or insurer of the health, safety, or welfare of any Owner or occupant of any Lot or any tenant, guest, or invitee of any Owner or occupant or any property of such persons. Each Owner and occupant of a Lot and each tenant, guest, or invitee shall assume all risks associated with the use and enjoyment of VINTAGE CREEK, including, but not limited to, all Common Areas and recreational facilities, and may be required to execute specific liability waivers from time to time as a condition of such use. Each owner expressly acknowledges that they assume the risk of living in a neighborhood community that contains a Pedestrian Easement that allows the free access of the public within such Pedestrian Easement, and the public, from time to time, may deviate from such easement.

7.10 Security. It is the goal of all Owners, including Declarant, to have a safe and healthy environment within VINTAGE CREEK. The Association may, but shall not be obligated to, maintain or support facilities or services within the VINTAGE CREEK intended to make the VINTAGE CREEK safer than it otherwise might be, provided, neither the Association, its Board, or the Declarant or its related entities,

shall in any way be considered the insurers or guarantors of security within VINTAGE CREEK, nor shall the Association, the Board, or the Declarant and its related entities be held liable for any loss or damage for failure to provide adequate security or the ineffectiveness of security measures undertaken.

8.0 ASSESSMENTS

8.1 Initial Assessment. Prior to the invoicing of assessments, the Board may prepare a budget of the estimated Common Expenses for the coming year. The Association is hereby authorized to levy Base Assessments, pursuant to an initial amount of US\$450.00, per year, against all Lots subject to assessment to fund the Common Expenses. The Board shall send a copy of any prepared budget, together with notice of the amount of the Base Assessment to be levied, to each Owner. The Board may revise a budget and adjust the Base Assessment from time to time during the year, and any years thereafter, in the Board's sole discretion. The Board may prepare and review at least annually reserve budgets. The budgets may take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost.

The Declarant shall provide a list of all of the Common Area capital components and their roughly estimated initial construction cost to the Association, and a statement from the Declarant's engineer or architect indicating the roughly estimated useful life of each such element. The Association shall maintain an annual "reserve assessment" equal to the initial cost of each component divided by the estimated number of years that each component is roughly estimated to remain useful, i.e. a ten thousand dollars (\$10,000.00) component with a useful life of ten years would require that \$1,000 be included in each annual budget, divided equally by the number of members in the Association.

8.2 Special Assessments. In addition to other authorized Base Assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of amounts budgeted, including but not limited to any cost and expense related to indemnification of the Declarant. Any such Special Assessment may be levied against the entire membership. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Members representing more than 50% of the total votes allocated to Lots which will be subject to such Special Assessment, and the affirmative vote or written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board.

8.3 Specific Assessments. The Association shall have the power to levy Specific Assessments against any particular Lot to cover the costs, including overhead and administrative costs, of providing services to a Lot upon request of an Owner, or to cover costs incurred in bringing a Lot into compliance with VINTAGE CREEK Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment.

8.4 Authority To Assess Owners; Time of Payment. Declarant hereby establishes and the Association is hereby authorized to levy assessments as provided for in the VINTAGE CREEK Documents. The obligation to pay assessments shall commence on a date determined in the sole discretion of the Declarant. Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at the closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year.

8.5 Obligation for Assessments. Each Owner, by accepting a deed or entering into a Recorded contract of sale for any portion of VINTAGE CREEK, is deemed to covenant and agree to pay all assessments authorized in VINTAGE CREEK Documents, including those sanctions needed for enforcement discussed in Paragraph 7.4. All assessments, together with interest (computed from its due date at a rate of 10% per annum or such higher rate as the Board may establish, subject to the limitations of Oklahoma law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon

each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt themselves from liability for assessments by non-use of Common Area, abandonment of a Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association to take some action or perform some function required of it.

The Association shall, upon written request from an Owner, Mortgagee, or other Person designated by the Owner, furnish a certificate, signed by an officer of the Association stating whether assessments for such Owner's Lot have been paid and any delinquent amount. Such certificate shall be binding upon the Association, the Board, and the Owners. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

8.6 Lien for Assessments. All assessments and other charges of the Association authorized in this Declaration shall constitute a lien against the Lot against which they are levied from the time such assessments or charges become delinquent until paid. The lien shall also secure payment of interest (subject to the limitations of Oklahoma law), late charges (subject to the limitations of Oklahoma law), and costs of collection (including attorneys' fees, lien fees and administrative costs). Such lien shall be superior to all other liens, except those deemed by Oklahoma law to be superior. The Association may enforce such lien, when any assessment or other charge is delinquent, by lawsuit, judgment, and foreclosure. The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure.

8.7 Exempt Property. Notwithstanding any provision to the contrary in the Documents, the following property shall be exempt from payment of Base Assessments, and Special Assessments:

A. All Common Area and such portions of the property owned by Declarant as are included in the Common Area;

B. All property held by the Declarant or its affiliated entities. The Declarant and its affiliated entities shall also be exempt from all assessments, Special Assessments, Specific Assessments, and any other charges, sanctions or fines.

C. All Lots owned by an approved Builder in the VINTAGE CREEK Addition so long as such Builder is an approved Builder and only for so long as up to a maximum of one year during such time as the Builder has acquired title to a Lot from the Declarant and Builder is in the process of constructing ARB approved improvements to the Lot. The exemption for each Builder automatically expires one year after the Builder takes title to the Lot. Each Builder shall have up to twelve months to complete construction of the dwelling on the Lot.

9.0 EXPANSION OF VINTAGE CREEK

9.1 Expansion by Declarant. Declarant may from time to time, subject to the provisions of this Declaration, add to all or any portion of the property described in "**EXHIBIT A**" by Recording a Supplemental Declaration describing the additional property to be subjected. A Supplemental Declaration Recorded pursuant to this Declaration shall not require the consent of any Person except the owner of such annexed property, if other than Declarant. Declarant may transfer or assign the right to annex property to any Person who is a purchaser of

any portion of the real property described in **“EXHIBIT A”**. Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration.

9.2 Additional Covenants and Easements. Declarant may subject any portion of VINTAGE CREEK to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through assessments. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property. A Supplemental Declaration shall be effective upon Recording unless otherwise specified in such Supplemental Declaration.

10.0 ADDITIONAL RIGHTS RESERVED TO DECLARANT

10.1 Withdrawal of Property. Declarant reserves the right to amend this Declaration for the purpose of removing from the coverage of this Declaration any portion of VINTAGE CREEK which has not yet been improved with structures. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if such Owner is not Declarant.

10.2 Marketing and Sales Activities. Declarant and Builders authorized by Declarant may construct and maintain upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, sales offices, signs, and model homes.

10.3 No Protest. Declarant and its employees, agents and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion. No Association funds shall be used to challenge, protest, object to, or otherwise interfere with the Declarant's development activities in VINTAGE CREEK or in properties nearby to VINTAGE CREEK.

10.4 Right To Approve Changes in Standards. No amendment to or modification of any Rules and Regulations shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns property in VINTAGE CREEK.

10.5 Right To Transfer or Assign Declarant Rights. Any or all of the special rights and obligations of Declarant set forth in this Declaration or the By-Laws may be transferred in whole or in part to other Persons. No such transfer or assignment shall be effective unless it is in a written instrument signed by Declarant. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety.

10.6 Exclusive Rights To Use Name of Development. No Person shall use the name “VINTAGE CREEK” or any derivative of such name in any printed, electronic, or promotional material without Declarant's prior written consent. However, Owners may use the name “VINTAGE CREEK” in printed matters where such term is used solely to specify that Owner's property is located at VINTAGE CREEK and the Association shall be entitled to use the word “VINTAGE CREEK” in its name.

10.7 Termination of Rights. The rights contained in this Section 10 provisions shall not terminate until the termination of the Class “B” Control Period. Upon the termination of the Class “B” Control Period, the Declarant shall provide the board of directors the following, to the extent that such items are in the control and possession of Declarant: (i) all relevant and current association books and records including minute books and rules and regulations which may have been promulgated, (ii) a statement of receipts and expenditures from the date of the

recording of the association documents to the end of the accounting period immediately succeeding the first election of the board of directors by the home owners if and to the extent available, (iii) a copy of the latest available approved plans and specifications for all improvements in the project and as-built plans if and to the extent available, (iv) all insurance policies currently in force, (v) all unexpired warranties relative to any common improvements if any and to the extent available, (vi) any contracts in which the association is a contracting party and which are currently in force, and (iv) a list of manufacturers of paints, roofing materials, and other similar materials if specified for use on the association property (The POA shall keep records of receipts and expenditures affecting the operation and administration of the POA. All financial books and records shall be kept in accordance with reasonable accounting principles applied on a consistent basis. Financial records must be made available to lot owners at reasonable business hours or at a mutually convenient time and location, within thirty (30) days after receipt of a written notice identifying the specific books and records of the POA requested to be reviewed, however, such requests may not be made more than once per year).

11.0 EASEMENTS

11.1 Easements in Common Area. Declarant grants to each Owner a nonexclusive right and easement of use, access, and enjoyment in and to the Common Area, subject to:

- A. VINTAGE CREEK Documents and any other applicable covenants;
- B. The Board's right to:
 - i. adopt rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;
 - ii. suspend the right of an Owner to use facilities within the Common Area:
 - a. for any period during which any charge against such Owner's Lot remains delinquent; or
 - b. for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation, of VINTAGE CREEK Documents;
 - iii. dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration; and
 - iv. mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Any Owner may extend the rights of use and enjoyment hereunder to the members of such Owner's family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases a Lot shall be deemed to have assigned all such rights to the lessee of such Lot for the period of the lease.

Declarant, so long as Declarant owns any property described in "**EXHIBIT A**", and the Association shall have the right to grant easements in and to the Common Area to any service provider or third-party contractor as may be necessary, in the sole discretion of Declarant or the Association.

ATTENTION: THAT THE OWNERS NON-EXCLSUIVE RIGHT AND EASEMENT OF USE ACCESS AND ENJOYMENT IN THE COMMON AREAS DOES NOT INCLUDE THE PORTIONS OF LITTLE RIVER WITHIN VINTAGE CREEK AS DEPICTED ON EXHIBIT "A", INCLUDING ITS WATERS, CHANNELS, STREAMBED, STREAM BANKS, CLIFFS AND ESCARPMENTS, SUBJECT TO EROSIONS, ACCRETIONS AND AVULSIONS OVER TIME (COLLECTIVELY, "LITTLE RIVER"). ALL SUCH AREAS OF THE COMMON AREA WITHIN LITTLE RIVER SHALL REMAIN IN OWNERSHIP AND CONTROL OF THE ASSOCIATION. ANY PERSONS ACCESSING LITTLE RIVER SHALL DO SO AT THEIR OWN RISK, WITHOUT THE PERMISSION OF THE ASSOCIATION AND SUBJECT TO REMOVAL BY THE ASSOCIATION, AND SHALL HOLD HARMLESS, DEFEND, WAIVE, AND RELEASE THE ASSOCIATION AND DECLARANT AND ALL PERSONS OR ENTITIES RELATED THERETO FROM LIABILITY. ANY PERSONS ENTERING LITTLE RIVER ARE ON NOTICE THAT THEY KNOW OF THE RISKS INVOLVED IN ENTERING THE AREA OF NATURAL WATER AND TERRAIN AND THEY APPRECIATE THE DANGER IN SO

DOING, WHICH MAY INCLUDE SEVERE PERSONAL INJURY OR DROWNING, AND THEY HAVE THE OPPORTUNITY TO AVOID THE RISK BY NOT ENTERING THESE AREAS, AND THAT IF THEY ENTER THESE AREAS THEY ARE DOING SO VOLUNTARILY AND THUS CHOOSING TO ASSUME THE RISK OF DOING SO.

11.2 Easements for Utilities, Etc. The property described in "**EXHIBIT A**" shall be subject to such easements as are set forth in all separate, duly Recorded instruments, including without limitation, all applicable plats, dedications, easements. Declarant and the Association, for themselves and their respect successors and assigns, each reserve the right to grant, convey, and dedicate over, upon, beneath, and across any land owned by it, any and all easements if may deem appropriate. Declarant hereby reserves for itself and its duly authorized agents, successors, assigns, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the property described in "**EXHIBIT B**". This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property.

11.3 Easements for Maintenance, Emergency and Enforcement. Declarant reserves to itself and grants to the Association easements over VINTAGE CREEK and all Lots therein to the extent necessary to enable the Association to fulfill its maintenance responsibilities. The Association shall also have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce VINTAGE CREEK Documents; provided, however, except to avoid imminent threat of personal injury or property damage, entry into any portion of any property not generally open to the public shall only be authorized during reasonable hours and after receipt of the consent of the Owner or occupant, which consent shall not unreasonably be withheld.

11.4 Easements for Irrigation, Detention/Retention Maintenance, and Flood Water. To the extent that any lakes, ponds, channels, detention ponds, retention areas, collections of storm water drainage, and any accretions or avulsions of the same (collectively, Detention/Retention Area) is located within the Common Area, this Declaration hereby creates, in favor of Declarant and/or the Association, and their successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon any Detention/Retention Area located within the Common Area to: install, operate, maintain, and replace any pumps that may supply irrigation water to the Common Area; construct, maintain, and repair structures and equipment used for retaining water; and maintain such areas in a manner consistent with VINTAGE CREEK Documents. Furthermore, Declarant, the Association, and their successors, assigns and designees shall have an access easement over and across any of VINTAGE CREEK abutting or containing any Detention/Retention Area. Additionally, Declarant reserves for itself, the Association, and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not the dwellings thereon) adjacent to or within 100 feet of any Detention/Retention Areas at VINTAGE CREEK, in order to: alter in any manner and generally maintain any water body within the Common Area; and, maintain and landscape the slopes and banks pertaining to such areas. Nothing herein shall be construed to make Declarant, the Association, or any other Person liable for damage or injury resulting from flooding or surface runoff due to rainfall or other natural occurrences.

11.5 Easements for Drainage Areas. This Declaration hereby creates in favor of Declarant, so long as Declarant owns any property described in "**EXHIBIT A**", and the Association, and their successors, assigns, and designees, the nonexclusive right and easement to enter upon drainage ways, drainage culverts, natural drainage areas, washes and wash areas, and other areas of VINTAGE CREEK, including areas within Lots, used to drain surface runoff, flood waters, or waters for water quality purposes, and any improvements and equipment installed or used in connection therewith (collectively, "Drainage Areas") to install, maintain, repair, and replace such areas and property, or to bring the Drainage Areas within compliance of any local, state, or federal law, ordinance or regulation. Except to avoid imminent threat of personal injury or property damage, entry onto any portion of any property not generally open to the public shall only be authorized during reasonable hours and after receipt of the Owner's or occupant's consent, which consent shall not unreasonably be withheld.

11.8 Easements for Screening and Fencing. This Declaration hereby creates in favor of Declarant, so long as Declarant owns any property described in “**EXHIBIT A**”, and the Association, and their successors, assigns, and designees, the nonexclusive right and easement to enter upon Lots and other areas within VINTAGE CREEK, on which screening and fencing has been installed for the purpose of improving the aesthetic quality of the Property. Except to avoid imminent threat of personal injury or property damage, entry onto any portion of any property not generally open to the public shall only be authorized during reasonable hours and after receipt of the Owner’s or occupant’s consent, which consent shall not unreasonably be withheld.

11.9 Pedestrian Easements over Common Area. Owners and guests of Owners shall have a pedestrian easement over and across any designated paths, which shall include the Pedestrian Easement, through the Common Area located on the Addition or connecting thereto. Designated paths shall be only those paths created and installed by the Declarant or Association, if any. The use of any and all motorized vehicles including all-terrain vehicles, mopeds or other similar vehicles, whether or not listed herein, within the pedestrian easement is prohibited unless said use is by the Association and is related to maintenance or replacement. The Association has an express easement to maintain and/or replace said paths as necessary.

12.0 DISPUTE RESOLUTION

12.1 Consent to litigation. Except as provided in this Declaration, the Association shall not commence a judicial or administrative proceeding without the approval at least fifty percent (50%) of the Members. This provision shall not apply, however, to:

- A. actions brought by the Declarant or Association to enforce VINTAGE CREEK Documents (including, without limitation, the foreclosure of liens);
- B. the imposition and collection of assessments;
- C. proceedings involving challenges to ad valorem taxation; or
- D. counterclaims brought by the Declarant or Association in proceedings instituted against it.

Prior to the Association or any Member commencing any judicial or administrative proceeding to which Declarant is a party and which arises out of an alleged defect at VINTAGE CREEK or any improvement constructed upon VINTAGE CREEK, Declarant shall have the right to be heard by the Members, or the particular Member, and to access, inspect, correct the condition of, or redesign any portion of VINTAGE CREEK, including any improvement as to which a defect is alleged. Any such access, inspection, correction, or redesign shall occur only in the sole discretion of the Declarant.

12.2 Dispute Resolution and Enforcement. Prior to the Association or any Member bringing any judicial or administrative proceeding under the Documents or for a claim against the Declarant or Association, such Person making a claim shall undergo formal mediation with the other party in a good faith effort toward resolution of the dispute. In the event good faith negotiations fail to resolve the dispute, the Person shall thereafter be entitled to sue in Cleveland County District Court. Each Party shall bear its own costs of any mediation, including attorneys’ fees, and each Party shall share equally all charges rendered by any mediator. Each Owner shall comply strictly with the Documents, including any rules, regulations, and resolutions of the Association. Failure to so comply shall be grounds for the taking of such actions elsewhere provided for in the Documents, including but not limited to the institution of legal proceedings in an action at law and/or in equity. Should the Declarant or Association engage legal counsel for representation of any claims brought against either, all costs associated with such engagement, including litigation costs and expenses shall be recovered from the other party, which may be a Specific Assessment if the other party is a Member, and all such expenses may be reimbursed from the Members through a Special Assessment. No delay, failure, or omission on the part of the Declarant or Association in exercising any right, power, or remedy provided in these Documents shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same violation or breach, and shall act as no bar to enforcement.

13.0 MORTGAGEE MATTERS

13.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage (an “Eligible Holder”), which provides a written request to the Association will be entitled to timely written reply notice of any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of more than ninety days, or any other violation of VINTAGE CREEK Documents relating to such Lot or the Owner or Occupant which is not cured within ninety days. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner’s Lot.

13.2 FHLMC. This Declaration and the VINTAGE CREEK Documents, shall not conflict with the requirements of the Federal Home Loan Mortgage Corporation, to the extent that such requirements conflict with the VINTAGE CREEK Documents and interfere with financing applicable to Lots or Common Areas within VINTAGE CREEK.

13.3 Failure of Mortgagee To Respond. Any Mortgagee who receives a written request from the Declarant or Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association’s request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

14.0 CHANGES IN COMMON AREA

14.1 Condemnation. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least 67% of the total Class “A” votes in the Association and of Declarant, as long as Declarant owns any property subject to the Declaration) by any authority having the power of condemnation or eminent domain, such award or proceeds shall be payable to the Association and used for such purposes as the Board shall determine, or the Declarant if the Declarant is still the title owner of such real property being condemned. If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking, Declarant, so long as Declarant owns any property subject to the Declaration, or Members representing at least 75% of the total Class “A” vote of the Association shall otherwise agree.

14.2 Transfer or Dedication of Common Area. The Association may dedicate portions of the Common Area to any local, state, or federal governmental or quasigovernmental entity, or to any utility franchise holder, subject to prior approval of the Declarant during the Class “B” Control Period.

15.0 AMENDMENT

15.1 By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration and without restriction by any term within this Declaration, until termination of the Class “B” membership, Declarant may unilaterally amend this Declaration for any purpose and at any time, including during restrictive periods. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary:

- A. to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination;
- B. to enable any reputable title insurance company to issue title insurance coverage on the Lots;
- C. to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or
- D. to satisfy the requirements of any local, state or federal governmental agency.

15.2 By Class “A” Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written acknowledged consent, or any combination thereof, of Members representing at least 75% of the total Class “A” votes in the Association, including 75% of the Class “A” votes held by Members other than Declarant, and the consent of Declarant, so

long as Declarant owns any property subject to this Declaration. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

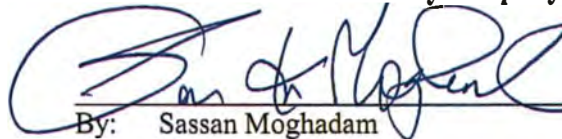
15.3 Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege). Any amendment shall become effective upon Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its Recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

15.4 Exhibits. The exhibits attached to this Declaration are incorporated herein to this Declaration by this reference and such exhibits shall be of same force and effect as this Declaration.

15.5 City Review. Before being recorded in the real property records of Cleveland County, any corrective amendment or supplement to the Declaration, including a correction of a mathematical mistake, an inconsistency or scrivener's error, a clarification of an ambiguity with respect to an objectively verifiable fact (including recalculating the liability for assessments) must be approved by the City of Norman City Attorney. Any denial of a proposed amendment may be appealed to the City of Norman City Council.

IN WITNESS WHEREOF, the undersigned Declarant has executed the VINTAGE CREEK Declaration and attached exhibits the date and year first written above.

**VINTAGE CREEK, LLC , the "DECLARANT",
an Oklahoma limited liability company**

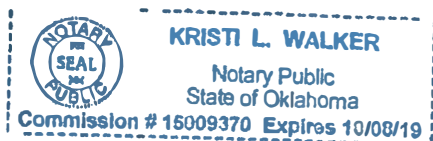

By: Sassan Moghadam
Title: Manager

ACKNOWLEDGEMENT

State of Oklahoma)
) ss.
County of Cleveland)

Before me, the undersigned Notary Public in and for the above county and state, on the date of 3-29 2017, personally appeared Sassan Moghadam, as Manager of VINTAGE CREEK, LLC, known to me to be the identical person who executed his name to the foregoing Declaration, who is the duly authorized agent for the Declarant for such executed Declaration, who acknowledged to me that he did so as his free and voluntary act on behalf of the Declarant for the uses and purposes set forth in the Declaration. Subscribed and sworn to before me the date next written above.

Seal:



N.P. signature: Kristi L. Walker

N.P. commission expires: 10/8/19

N.P. commission number: 15009370