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Cleveland County, OK

DECLARATION OF ESTABLISHMENT OF HOMEOWNERS ASSOCIATION OF CRYSTAL SPRING ADDITION

WHEREAS, all of the parties executing this Agreement own certain lots located in the following described addition located in Cleveland County, Oklahoma, to-wit

All of CRYSTAL SPRING ADDITION, to Norman, Oklahoma, according to the recorded plat thereof.

WHEREAS, the parties executing this Agreement desire to establish an Association for the purpose of repair, maintenance and preservation of certain common areas as hereinafter described, along with certain other obligations as to the property, to the end that they may be conveniently utilized by the owners of property in said addition and by their tenants, licensees, invitees and guests

NOW, THEREFORE, the undersigned parties executing this Agreement do herewith agree to organize an Association to take care of certain common areas within or bordering said addition all under the following terms and conditions

THE UNDERSIGNED do hereby declare that all of the property in said addition, as above described (only to the extent that it pertains to the lots being executed by the owners thereof, and any other party thereafter agreeing to be bound in writing by the terms of this document), shall be subject to the provisions hereof and said lots shall be held, sold, conveyed and occupied subject to the provisions hereof and the provisions of any restrictive Covenants therefore filed, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the property within said addition and specifically for the care, upkeep, maintenance and continued improvements of said common areas. These Covenants and Restrictions shall run with the real property and be binding on all parties having or acquiring any right, title, interest or estate in and to said property or any part thereof and shall mure to the benefit of each owner thereof. The provisions herein stated as to the said Homeowners Association shall be applicable to all lots in said addition with regard to any owner executing the same or hereafter joining said Association, and shall be enforced by the Association according to the terms thereof, as well as the other provisions of enforcement provided hereunder

ARTICLE I DEFINITIONS

Section 1.01: <u>Definitions</u>. The following words, when used in this Declaration or any supplemental Declaration (unless the context shall so prohibit), shall have the following meanings:

- A. "Association" shall mean and refer to Crystal Spring Homeowners Association, Inc., a non-profit corporation.
- B. "Properties" shall mean and refer to all real estate located in Crystal Spring Addition, to Norman, Oklahoma, according to the recorded plat thereof.
- C. "Common Areas" shall mean a certain entryway, entryway brick walls, the care and upkeep of the right of way in front of the addition, including any lighting, sprinkler system that may be installed, landscaping, or other amenities the members approve thereof.
- D. "Lot" shall mean any lot within the recorded plat of Crystal Spring Addition, to Norman, Oklahoma, according to the recorded plat thereof.
- E. "Member" shall mean and refer to every person and/or entity who holds membership in the Association.
- F. "Person" and/or "Member" shall mean an individual, a Corporation, Partnership, Association, Trust or other legal entity, or any combination thereof.
- G. "Owner" shall mean and refer to the record owner, whether one or more persons, of a fee simple title to any lot which is, or may become a part of the properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.
- H. "Director" or "Directors" shall be synonymous in describing the executive group governing the Association.

ARTICLE II MEMBERSHIP, CLASSES OF MEMBERS AND VOTING RIGHTS

2.01: Membership. Every person or entity who is a record owner of a fee or undivided interest in a lot in the addition executing this Agreement (including any

subsequent party executing a document agreeing to join said Association), shall be a member of the Association, provided, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member Ownership of such lot shall be the sole qualification for membership

Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association

- 202 <u>Classes</u> The Association shall have one (1) class of voting membership Those members shall be all owners of lots within the addition executing this Declaration (or thereafter executing any document agreeing to join the Association) When a vote is required, each member shall be entitled to one (1) vote for each lot it holds in the addition When more than one person holds an interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot
- 2 03 Voting Rights Each member shall be entitled to vote only when the proposal to be voted on
 - (a) provides for an increase in the annual assessment and which proposed assessment requires the approval by the members of the Association pursuant to Article V hereof,
 - **x** (b) provides for special assessments for capital improvements to be assessed,
 - (c) provides for the merger, consolidation, liquidation or dissolution of the Association,
 - (d) provides for the sale of all or substantially all of the assets or properties of the Association, provided, however, that the mortgage, piedge or hypothecation of all or substantially all of the assets or properties of the Association for the purpose of obtaining funds for credit with which to acquire, improve or repair all or any part of such assets or properties of the Association shall not be deemed a sale of all or substantially all of the assets or properties of the Association,
 - (e) provides for the election of Directors by the Association in accordance with the By-Laws of the Association
 - (f) provides for the amendment or modification of this Declaration

(g) In the event any member is more than six (6) months behind on any assessment dues, they shall not be entitled to vote on any issue with regard to the Association.

ARTICLE III PROPERTY RIGHTS IN THE COMMON AREAS

- 3 01 Members Easements of Enjoyment No member of this Association shall have any right or enjoyment of any common areas, other than a co-equal right to use such areas as are consistent with any other member, it being understood that this Association is being formed for the purpose of the upkeep, repair and maintenance of such common areas which primarily are composed of the entrance, entrance walls and fence, taking care of the right of way bordering such addition, including the care and upkeep of any watering systems, landscaping, mowing or other upkeep thereof
- Maintenance and Easement Areas The Association shall control, maintain, repair, manage and improve the common areas as provided in this Declaration and in its By-Laws If any common areas, including any control or electric boxes or other items servicing such common areas, are located on any respective lot owners' property, the Association shall, at all times, have a perpetual easement and right to enter upon such respective lot owners property for the purpose of the repair, maintenance and upkeep of such common areas, or any other area of an owner's property for the purpose of fulfilling the terms of this Declaration Such right and power of control and management shall be exclusive

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

401 <u>Creation of Lien and Personal Obligation of Assessments</u> For all owners of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance, is deemed to Covenant and agree to pay to the Association (1) annual assessments or charges; and (2) special assessment for capital improvements, such assessments to be fixed, and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which any such assessment is made, paramount and superior to any homestead or any other exemption provided by law, from the date that such assessment becomes due Each such assessment, together with such interest, costs, and reasonable attorneys fees incurred in the collection thereof shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due The personal obligation for

delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien above mentioned arising by reason of such assessment, shall continue to be a charge and lien upon the land as above provided

- 4 02 <u>Purpose of Assessments</u> The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties and in particular for the following
 - A Improvement, care and upkeep of the entryway and brick wall in front of the addition,
 - B The installation, care and upkeep of any sprinkler systems, electric lighting, landscaping or mowing and upkeep of as much right of way bordering such addition and 36th Ave NW as the Association may determine,
 - C To do and conduct all other obligations that the members determine should be done, all for the benefit of its members
 - D The cost of labor, equipment, and materials for the repair and maintenance of all the foregoing purposes,
- 4 03 <u>Installation and Construction of Common Areas</u> The parties executing this document understand that the initial construction of the entryway and entryway walls have already been installed However, the Association may install or change the front entry right of way bordering the addition, including the repair or installation of any watering system, electricity or landscaping, as by proper Association action, as it may determine.

ARTICLE V ASSESSMENTS

- 5 01 Basis and Maximum of Annual Assessments The maximum initial annual assessments as to each party liable shall be as follows.
 - A. For all parties owning a lot or residence within the addition executing this Agreement, or later executing an Agreement to be bound, the maximum annual assessment shall be \$300 per year per lot;
 - B As of January 1, 2005, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum

assessment for the previous year without a vote of the membership by the Directors,

C As of January 1, 2005, the maximum annual assessment may be increased above <u>five percent (5%)</u> provided, that any such increase shall have the assent of two-thirds (2/3) of the members pursuant to votes cast at a meeting duly called for this purpose, written notice of which, setting out the purpose of the meeting, shall be sent to all members not less than ten (10) nor more than forty (40) days in advance of the meeting,

D After consideration of current costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum approved;

E In addition to annual assessments, a special assessment may be assessed for each obligated party for any major installation, construction, repair or maintenance of any common areas for any particular year. If such special assessment is made, the approval of the same must be approved by the same percentage of lot owners as heretofore mentioned regarding changing assessments dues,

F. Assessments as to each lot owner shall begin as of January 1, 2004. They shall be paid in advance. They may be paid yearly, or they may be paid one half on January 1st of each year, with the other half being due on July 1st of each year. If the beginning date of assessments for any owner that hereinafter executes a document to be bound under this Agreement joins the Association, their assessments will be prorated for that year Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date of the rate of two percent (2%) per month on unpaid balances, (not to exceed any applicable law restricting such interest rate) in addition to any expenses of the Association incurred for extra paperwork or collection procedures involved, including the collection of any attorney's fees relating thereto. The Association may bring an action at law against the owner personally obligated to pay the same and/or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein. All owners agree that any such action may be brought by the Association in its own name as the real party in interest without each member of the Association being specifically joined therein as Plaintiff or Defendant.

G The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage filed of record prior to any unpaid

assessments. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure, shall extinguish the lien of such 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;

H. The assessments created hereby shall continue so long as there are common areas in the addition, not accepted for maintenance by some governmental authority, and any other area or obligations that the Association desires to continue upkeep thereon.

ARTICLE VI BY-LAWS OF ASSOCIATION

- 6.01: <u>By-Laws</u>. The purposes for which the Association is formed as hereinabove set forth as well as hereinafter described and shall be governed by the By-Laws, rules and regulations set forth herein or as hereinafter adopted by the Board of Directors of the Association.
- 6.02: (a) Regular meeting. A regular meeting of the members shall be held by the Association two (2) times each year, one to take place in January, and the second to take place in July, commencing with the year 2004. Except for the year 2004, Board Members and Officers shall be appointed at the January meeting of each year. In addition, all meetings held may be for the purpose of transacting such other business as may come before such meetings. Notices of such meetings shall be mailed to each member of the Association, at least ten (10) days prior to the time for holding such meeting.
- (b) Special meetings. Except where otherwise prescribed by law or elsewhere in this Declaration, a special meeting of the members may be called any time by the President or by the Board of Directors or by members of the Association having a total of five (5) votes. Notice of each special meeting of the members shall be given. Such notice must state the time and place of the meeting, and the business to be transacted at the meeting. A copy thereof shall be mailed to each member of the Association, at least ten (10) days prior to the time for holding such meeting.
- (c) <u>Place of meeting and quorum</u>. All meetings shall be held within the addition. At such meetings, a majority of members being present in person or represent by proxy, shall constitute a quorum for all purposes, including the election of Directors, except when otherwise provided by law or these Covenants

and Restrictions. In the event any member meeting is called, and a quorum as above mentioned is not present, a second meeting may be called upon a subsequent ten (10) day notice. At such meeting, one half (1/2) of the required parties as above mentioned shall constitute a quorum.

ARTICLE VII BOARD OF DIRECTORS

- 7.01: (a) <u>Members of Board of Directors</u>. The Association powers, business and property, both real and personal, shall be exercised, conducted and controlled by a Board of Directors composed of three (3) members. All Directors shall be members of the Association, or a stockholder or Partner in any entity which is a member of the Association. A Director can also act in the capacity of an officer of the Association. All Directors must live within the addition.
- (b) Election of Directors. The Directors shall be elected for one (1) year terms annually, at the regular meeting of the members of the Association, commencing with the January meeting of the year 2005. A simple majority of the votes of all members shall be necessary for the election of Directors unless, an initial meeting is called, and a sufficient majority of votes are not present in person or by proxy to elect such Directors, in which case only one third (1/3) of the members voting in person or by proxy may conduct and elect such Directors. The initial Directors shall be Mark S. McKinnon, Rick Nagel and Roger Trammell, and they shall initially hold that capacity until the regular meeting of members to be held in January of 2005 or until their successors are elected and seated.
- (c) <u>Vacancies in the Board of Directors</u>. Vacancies in the Board of Directors shall be filled by the other Directors in office and such persons shall hold office until the election of their successor by the members. Any Director who ceases to be a member or who violates any contract with this Association in particular, shall cease to be a member of the Board as soon as a majority of the Board passes a resolution to such effect.
- (d) Regular meeting of Directors. In addition to the annual meetings mentioned, a regular meeting of the Board of Directors shall be held within the addition, at such time and place as the Board may direct, but not less than once a year. Regular meetings of the Directors shall be given to each member at least ten (10) days prior to the time set for the meeting, unless specifically waived, and shall immediately follow the regular annual member meetings.
- (e) <u>Special meetings of Directors</u>. Special meetings shall may held within the addition. Any and all business may be transacted at a special meeting.

Each call for a special meeting shall be in writing, and be called by any two (2) Directors, and signed by the Directors making the request. The request must be addressed and delivered to the Secretary and shall state the time and place of such meeting. Special meetings of the Directors shall be given at least ten (10) days prior to the time set for the meeting, unless specifically waived.

- (f) <u>Quorum</u>. Two Board Members shall constitute a quorum of the Board at all meetings and the affirmative vote of at least two Directors shall be necessary to pass any resolution or authorize any act of the Board.
- (g) <u>Compensation</u>. No member of the Board of Directors shall receive any compensation for their services as a member of the Board.
 - 7.02: Powers of Directors. The Directors shall have the following powers:
 - (a) To call special meetings of the members when they deem it necessary, and they shall call a meeting at any time upon the collective written request of at least five (5) of the members or lot owners of the Association.
 - (b) To appoint and remove at pleasure, all Officers, Agents and employees of the Association, prescribe their duties, fix their compensation and require from them, if they desire, security for faithful service.
 - (c) To select one or more banks to act as depository of the funds of the Association and determine the manner of receiving, depositing and disbursing the funds in the form of checks and the person or persons by which they will be signed, with power to change such banks and the person or persons signing said checks and the form thereof at will, provided all withdrawals shall require the signature of not less than two (2) Officers of the Association.
 - (d) To conduct, manage and control the affairs and business of the Association and to make Rules and Regulations for the guidance of the Officers and management of its affairs.
 - (e) To control, maintain, manage and improve the common areas within the Addition as heretofore described, and for the enforcement of the maintenance, assessment and the collection thereof against all persons and property liable therefore, as specifically provided in the above mentioned Reservations, and this Declaration. Upon any violation by a lot owner of the above, the Association shall serve a ten (10) day written notice upon the owner by certified mail advising them of the violation. Upon failure of the

property owner to comply within such time period, the Association may proceed with injunctive or other relief as may be allowed by law.

- 7.03 <u>Duties of Board of Directors</u>. It shall be the duties of the Board of Directors:
 - (a) To keep a complete record of all its acts and of the proceedings of its meetings, and to present a full statement at the regular meetings of the members, showing in detail the condition of the affairs of the Association.
 - (b) To determine the maintenance assessment or assessments, to collect the same, as well as enforce by legal proceedings, if necessary, the collection of the same against all persons or property liable therefore.
 - (c) To control, maintain, manage and improve as determined reasonable and necessary for the preservation and upkeep, as well as the natural protection and convenience of all members of the Association, of the common areas within the Addition covered by this Declaration.
 - (d) To do all other things necessary and incidental to the keeping and carrying out of the purposes, affairs and interest of the Association.

ARTICLE VIII OFFICERS

- 8.01: Initial and Election of Officers: Officers shall be elected annually by the Board of Directors at a regular meeting, immediately following each Association Member's meetings, commencing at the January meeting of the year 2005. The initial Officers in the Association, and holding office pending the January, 2005 annual meeting shall be as follows: Roger Trammell-President; Dianna DeMoto-Vice President; and Mark McKinnon-Secretary-Treasurer, and shall hold such positions until the regular Director's meeting to be held in January, 2005, or until such time as new Directors are elected and seated. All Officers must live within the addition.
- 8.02: <u>The President</u>. If at any time the President shall be unable to act, the Vice-President shall take his place and perform his duties, and if the Vice-President shall be unable to act, the Board shall appoint a Director to do so. The President or such Vice-President shall:
 - (a) Preside over all meetings of the members and Board of Directors.

- (b) Sign, as President, on behalf of the Association, all contracts and instruments which have been first approved by the Board of Directors or the membership of the Association, as may be required by the Declaration and these By-Laws
- (c) Call the Directors together whenever he deems necessary, and shall have, subject to the advice of the Directors, discretion of the affairs of the Association and generally shall discharge other duties as may be required of him by these By-Laws or by the Board
- 8 03 Secretary-Treasurer It shall be the duty of the Secretary-Treasurer
- (a) To keep record of the proceedings of the meetings of the Board of Directors and of the members
- (b) To affix his signature, together with any Association seal, if one is adopted by the Board of Directors, in attestation of all records, contracts, and other papers requiring such seal and/or attestation
- (c) To keep a proper membership book, showing the name and current addresses of each member of the Association, the number of votes of such member, the date of effective membership, cancellation or transfer
- (d) To keep a record of all assessment, the names and addresses of the persons liable therefore, as well as a description of the real property against which constitutes a lien and all payments thereof or made thereon
- (e) To receive and deposit all funds of the Association, to be paid out only on checks drawn hereinbefore provided, and account for all receipts, disbursements and balance on hand
- (f) To furnish a bond in such form and in such amount as the Board of Directors may from time to time require.
- (g) To discharge such other duties as pertains to his office or may be prescribed by the Board of Directors
- (h) To mail all notices of meetings as required by the By-Laws

ARTICLE IX AMENDMENTS

901 <u>Amendments</u> This Declaration and these By-Laws shall be binding on all parties until such time as they may be amended at any regular or special meeting of the members of the Association by a vote of three-fourths (3/4), or seventy-five percent (75%) of the members entitled to vote

ARTICLE X COVENANT ENFORCEMENT

- 10 01 Enforcement of Addition Covenants The Association organized herein shall at all times have the right to enforce compliance with those certain Owner's Certificate, Dedication and Reservations for Crystal Spring Addition, to Norman, Oklahoma recorded in Book 2709, Page 780 in the Office of the Clerk of Cleveland County, along with any Amendments thereto
- 10 02 Party to Enforcement In any action to enforce the above Covenants, the Association may be the party Plaintiff in any action to enforce the same, and shall have the right to reimbursement for any costs or attorney fees in the event any Court action is taken for the enforcement thereof

IN WITNESS THEREOF, the undersigned owners have caused this instrument to be executed and acknowledged as of the hereinafter reflected acknowledgments, and herewith adopt such Declaration and By-Laws thereto

Executed as of the dates on the hereinafter reflected acknowledgments

<u>LOT</u>

<u>OWNER</u>

1

Charles Atkinson

arks alkinson

Carlene Atkinson

	Book: RB 4015 Page: 423
2	Mrs. Rick Magel Rick Nagel
3 and 4	Shaz Investment Group
	By: Jana
5	Azam Farzanheh
6	Mohammed Farzanheh
	H-FARZANCH (SHOKOH) Shokoh Farzanheh
7	James DeMotto
	Dianna DeMotto
8	Eddie Tang

	Book: RB 4015 Page: 42
9	Jimmy Pham
	Houng Pham
10	Hau Pham
11	Martin Biggs Martin Biggs
	Janna Biggs
12	Gary Rayburn
	Lavonda Rayburn
13	Christopher La Ju Womi
14	Nadine Dudley

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Kennon Ferguson

Tiki Ferguson

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Steve Nievar TIM

Carla Nievar GAYLA

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Roger Trammell

Sherry Trammell

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Mark Mckinnon

Ellen McKinnon

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19			Karen Akbaran
20			Henry Crichlow
			Nancy Crichlow
21			Pau Bybu Bill Bybee
			Martha Bybee
STATE OF OKLAHOMA)	SS:	
COUNTY OF CLEVELAND)	50.	
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(SEAL)			Notary Public
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9	Jimmy Pham
	Houng Pham
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11	Martin Biggs
	Janna Biggs
12	Gary Rayburn
	Lavonda Rayburn
13	Christopher La Ju Womi
14	Nadine Dudley

Nagel

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9	Jimmy Pham
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12	Gary Rayburn
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13	Christopher La Ju Womi
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Kennon Ferguson

Tiki Jo Ferguson

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Commission No

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STATE OF OKLAHOMA)		
COUNTY OF CLEVELAND) SS		
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(SEAL) OFFICIAL SEAL PUBLIC Carolyn K Plott ODO14809 Cleveland County Serie of Commission Expires Sept. 23, 2004	Baroly K. Platte Notary Public	
My Commission Expires		
Commission No		
STATE OF OKLAHOMA) COUNTY OF CLEVELAND)		
This instrument was acknowledged, 2004 by Mohammed Farza and wife	before me this <u>que</u> day of neh and Shokoh Farzaneh, husband	
(SEAL) OFFICIAL SEAL PUBLIC Carolyn K Plott O0014809 Cieveland County OFFICIAL SEAL PUBLIC Carolyn K Plott Commission Expires Sept 23, 2004	Bawly OK Plott Notary Public	
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Nagel

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Commission Expires Aug 2, 200	 4		
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STATE OF OKLAHOMA)	
COUNTY OF CLEVELAND) SS	
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	STATE OF OKLAHOMA COUNTY OF CLEVELAND)	SS	
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	Commission No			

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COUNTY OF CLEVELAND)			
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	Book: RB 4015 Page: 437
STATE OF OKLAHOMA) COUNTY OF CLEVELAND)	
This instrument was acknowledged before me this day of, 2004 by Kennon Ferguson and Tiki Ferguson, husband and wife	
(SEAL)	Notary Public
My Commission Expires:	
Commission No.	
STATE OF OKLAHOMA) COUNTY OF CLEVELAND) SS:	
This instrument was acknowledged before me this 17 day of March , 2004 by Steve Nievar and Carla Nievar, husband and wife. 2005 TIM KWIATKOWSKI GAYLA KWIATKOWSKI (SEAL) (SEAL) Women. (astagma Votary Public)	
My Commission Expires: July 19, 2005 Commission No 01012040	PUBLIC Yvonne W Castagna INANDROR Cleveland County STATE OF COMMISSION Expires July 19, 2005

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wife, 2004) by Ko	acknowledged before me this 1 day of ennon Ferguson and Tiki Ferguson, husband and
OTA OFFICIAL SEAL PUBLIC Darci Pittman B30 130 54 Cleveland County Cleveland County Commission Expres Oct 23, 2007	Notary Public (Human)
My Commission Expires	
Commission No 050150G+	
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COUNTY OF CLEVELAND) SS)
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(SEAL)	
	Notary Public
My Commission Expires.	
Commission No	