

Return to. Shaz Investment Group LLC
 c/o General Counsel
 2252 N Broadway Ave
 Moore, OK 73160

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 Cleveland County, OK

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR
 INDEPENDENCE VALLEY ADDITION SECTION 1
 AN ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY,
 OKLAHOMA**

KNOW ALL MEN BY THESE PRESENTS:

RECITALS

WHEREAS, Shaz Investment Group LLC, an Oklahoma limited liability company (hereafter referred to as the "Declarant") is the owner of certain land and improvements ("Subject Property") in Cleveland County, Oklahoma, and which property is more fully described on the attached "Exhibit A", incorporated herein and made a part hereof;

WHEREAS, the Subject Property has been platted into a subdivision known as the Independence Valley Addition Section 1, whose final plat is filed and recorded in the office of the County Clerk of Cleveland County, Oklahoma; and

WHEREAS, Declarant desires to submit the land and improvements to be constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, §§851-85, as amended)

NOW, THEREFORE, Declarant does hereby publish and declare that the land and its improvements are hereby subject to the conditions, covenants, and restrictions (hereinafter "Declaration") set forth herein to be established upon the recording hereof, and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land described on "Exhibit A" and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any portion thereof, its grantees, successors, heirs, personal representatives, devisees and assigns.

ARTICLE I - DEDICATION

11 **Definitions.** Unless the context shall expressly provide otherwise:

"Association" or "Homeowners Association" means the INDEPENDENCE VALLEY HOMEOWNERS ASSOCIATION (HOA), an Oklahoma non-profit corporation, its successors and assigns, the Certificate of Incorporation, the Declaration, and Bylaws of which shall govern the administration of this real estate development, the

members of which shall be all of the separate owners of the Lots

"Builder" means any person or entity who purchases a Lot for the purpose of constructing a home for sale to consumers, or who purchases a Lot within the Subject Property for further subdivision, development, or resale in the ordinary course of such person's or entity's business

"Building" means one or more of the building improvements lying within the real estate described on Exhibit "A".

"Common Areas" means all portions of the real estate development other than the Lots and other than publicly dedicated right-of-ways which are shown on the recorded plat of the Independence Valley Addition as a Common Area or designated by the Declarant or Association as a Common Area, and specifically includes those strips of land lying along the section line roads.

"Declarant" shall mean and refer to Shaz Investment Group LLC, an Oklahoma limited liability company, its respective successors and assigns.

"Lot" means a portion of the Subject Property designated for separate ownership, and its dwelling improvements, the boundaries of which lot being the lot lines as shown on the recorded plat of the real estate described on Exhibit "A".

"Obligation(s)" shall mean all annual dues and special assessments attributable to an Owner or a Lot

"Owner" means a person or persons, firm, corporation, partnership, trust, association or other legal entity, or any combination thereof, who owns one or more lots for the purpose of occupying the same as a residence

"Person" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.

"Independence Valley Addition" means the combined area comprised of the Common Areas, the individual and separate Lots, and all other interests described on the final plat for Independence Valley Section 1, and shall also be referred to as "Subject Property"

1.2 Easements.

(A) Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be appurtenant to the Lot of that Owner, and all conveyances and instruments affecting title to a Lot shall be deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appears.

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WHEREAS, the Subject Property has been platted into a subdivision known as the Independence Valley Addition Section 1, whose final plat is filed and recorded in the office of the County Clerk of Cleveland County, Oklahoma; and

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WHEREAS, the Subject Property has been platted into a subdivision known as the Independence Valley Addition Section 1, whose final plat is filed and recorded in the office of the County Clerk of Cleveland County, Oklahoma; and

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ARTICLE I - DEDICATION

1.1 **Definitions.** Unless the context shall expressly provide otherwise:

"Association" or "Homeowners Association" means the INDEPENDENCE VALLEY HOMEOWNERS ASSOCIATION (HOA), an Oklahoma non-profit corporation, its successors and assigns, the Certificate of Incorporation, the Declaration, and Bylaws of which shall govern the administration of this real estate development, the

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1.2 Easements

(A) Easements Deemed Appurtenant The easements and rights herein created for an Owner shall be appurtenant to the Lot of that Owner, and all conveyances and instruments affecting title to a Lot shall be deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appears.

(B) Blanket Easements for Utilities. There is hereby created a blanket easement in, on, through, upon, across, over and under all of the publicly dedicated easements and rights-of-way, as shown on the recorded plat, for ingress and egress, installation, replacement, repair and maintenance of all utilities including, but not limited to, water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the electrical and telephone companies, and/or any other company providing services to the Subject Property to erect and maintain the necessary poles and other necessary equipment on said easements.

(C) Owner's Nonexclusive Easement of Enjoyment; Limitations. Every Owner and his immediate family shall have a nonexclusive right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to the lot of such Owner, subject to the rights of the Association stated herein.

(D) Easement for Section line and Entryway Road Improvements. The Association or the Developer is specifically granted an easement, the right and the authority to construct a wall or other type of barrier, an entryway sign or other type of improvement along the lot lines of the section line roads and entryway road easements. Any wall so erected shall be the property of the Association, even if said wall resides on an Owner's property line.

1.3 Use and Occupancy; Rights to Rent; Mortgagee Right to Rent, Leases Subject to Declaration. After the initial sale or transfer of a Lot or Lots by Declarant, all such Lots shall thereafter be used and occupied only for single family residence purposes by the Owner, by the Owner's family, the Owner's guests, or the Owner's tenants. Lots shall not be rented by the Owners for any period less than thirty (30) days, and any lease shall be in writing and shall be subject to the covenants and restrictions contained in this Declaration.

1.4 Mortgaging a Lot; Priority, Mortgage Subject to Declaration. An Owner shall have the right from time to time to mortgage or encumber his Lot and the interest appurtenant thereto, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lien holder who acquires a Lot through judicial foreclosure, public sale or other means shall be subject to the terms and conditions of this Declaration except as specifically excepted herein.

1.5 Compliance with Provisions of Declaration, Certificate of Incorporation and Bylaws. Each Owner shall comply strictly with the provisions of this Declaration, the Certificate of Incorporation, the Bylaws of the Association and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Managing Agent or Board of Directors in the name of the Association on behalf of the owners or, in a proper case, by an aggrieved Owner.

1 6 Revocation or Amendment to Declaration. The Declarant, so long as the Declarant owns one or more Lots, may unilaterally amend this Declaration at any time by a writing duly filed with the County Clerk's office. Except for the unilateral right of Declarant to unilaterally amend this Declaration at any time, this Declaration may also be amended by the Owners representing an aggregate ownership interest of at least seventy-five percent (75%) of the Lots agreeing to such amendment by instrument(s) duly recorded. However, these Declarations may not be amended to remove or restrict any of the rights granted or reserved herein to Declarant without the express written consent of Declarant.

ARTICLE II - HOMEOWNERS ASSOCIATION

2.1 Mandatory Membership. An Owner of a Lot, upon becoming an Owner, shall also automatically become a mandatory member of the Association and shall remain a member for the period of his ownership. The Association shall be governed by a Board of Directors as is provided in the Certificate of Incorporation and Bylaws of the Association. The Association may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed upon compensation.

2.2 Classes of Membership, Voting Rights. The Association shall have two (2) classes of voting membership as follows

(A) Voting Classes

Class A. Class A Members shall be all those Owners of single-family residential Lots and Builders with the exception of the Declarant. Each Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an ownership interest in a Lot, all such persons shall be members. 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 Lot.

Class B. Class B Member(s) shall be the Declarant, its successors and assigns. The Class B member shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, which first occurs

(1) At the completion of the calendar year when the total votes outstanding in the Class membership equals the total votes outstanding in the Class B membership, or

(2) On January 1, 2020,

(3) Earlier at the discretion of the Declarant.

2.3 Ownership of Common Areas All Common Areas shall be owned in fee simple by the Association. Title to said common areas shall be conveyed by Declarant to the Association at the time Class B Membership ceases as described in 2.2 above.

2.4 Association's Maintenance and Responsibility The Association shall be responsible for the maintenance, operation and repair of all Common Areas and drainage easements, together with any improvements constructed by Declarant on the Subject Property to be used by the Lot Owners, any walls, entrances, or other structures constructed along section line roads or entry way streets and any other areas shown on the plat as common right-of-way such as entrances and center medians.

2.5 Interim Control of Association Until such time as Declarant elects to turn over control of the Association to the Owners or owns no lots in the Subject Property, the Association shall be managed by the Declarant or Declarant's Agent, who need not be an Owner. Upon decision of Declarant to turn over control of the Association to Owners, control of the Association shall pass to a duly elected Board of Directors pursuant to the applicable provisions of the Certificate of Incorporation and Bylaws.

a) Use of Dues. During the period of Declarant's exclusive management of the Association, dues shall be collected as hereinafter provided and shall be used by the Declarant for the maintenance of the common areas, landscaping, sprinklers, insurance, community social events, and utilities costs, management fees, and administrative expenses, including mailing expenses and fees charged by any agent retained by Declarant.

2.6 Assessment for Annual Dues and Special Assessments

a) Obligation to Pay Dues Except as stated in this Section 2.6(d), all Owners shall be obligated to pay the annual dues imposed by this Declaration of the Association to meet the expenses of the Association.

b) Initial Dues and Due Dates The Annual Dues will be set initially at \$ 300.00 per calendar year, which sum may be adjusted up or down by the Declarant as provided in the Bylaws so long as Declarant manages the Association, and thereafter by the Board of Directors as provided in this Declaration. The dues shall be collected annually with a due date of March 1, 2013. Dues shall be assessed from the date of first conveyance by the Developer or a Builder (transfers to affiliates of Developer not included) to an Owner for the balance of that calendar year and thereafter as provided in the Bylaws. Dues shall be paid in advance of the date or dates specified by the Board of Directors. Dues for the first year shall be prorated and collected by the closing agent or, if none, by the purchaser, at the time of transfer of title and promptly remitted to the Association or its agent.

c) Special Assessments for Capital Improvements; Assent; Notice In addition to the dues hereof, the Board of Directors may levy a special assessment ("Assessment") applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of 2/3rds of the Owners, voting in person or by proxy, at a meeting duly called for this purpose. Written notice of which shall be given to all members at least ten (10) days in advance, which shall set forth the purpose of the meeting. No special assessment may be levied upon the Declarant.

d) Unsold Lots. Declarant and Builders shall not be responsible for payment of annual dues or assessments for any unsold Lots, nor may any assessment be imposed upon the first sale or transfer of a Lot from the Declarant to a Builder.

e) Assessment Lien; Priority; Notice of Lien; Recording; Enforcement; Receiver; Mortgagee may pay Assessment All unpaid assessments and annual dues chargeable to any Lot, including any fees, late charges, fines or interest, shall constitute a lien on such Lot prior to all other liens except the following: (1) assessments, liens and charges for taxes past due and unpaid on the Lot, (2) judgments entered in a Court of Record prior to the due date of the annual dues or assessment date, (3) mortgage instruments of encumbrance duly recorded prior to the due date or date of such assessment, and (4) mechanic's and materialmen's liens arising from labor performed or material furnished upon a Lot prior to the due date or date of such assessment. To evidence such lien, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot, such a notice shall be signed by one of the Board of Directors or by one of the officers of the Association, or a management agent of the Board of Directors, and shall be recorded in the office of the County Clerk of Cleveland County, Oklahoma. Such lien for the annual dues or special assessment shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosure of the defaulting Owner's Lot subsequent to the recording of a notice or claim thereof by the Association in like manner as a mechanics or materialmen's lien on real property. In any such proceedings the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien and, in the event of foreclosure proceedings, the additional costs, expenses and attorney's fees incurred. The owner of the Lot being foreclosed shall be required to pay to the Association the yearly assessment for the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a

receiver to collect the same. The Association shall have the power to purchase a Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid annual dues or special assessments payable with respect to such Lot, and such payment shall not be deemed a waiver by the Association of default by the Lot Owner.

f) Annual Dues and Assessments Collectible on Sale Upon the sale or conveyance of a Lot, all unpaid annual dues or assessments, including interest and costs and reasonable attorney's fees incurred in collection, shall be first paid out of the sales price or by the purchaser in preference of any other assessments or charges of whatever nature, except the following:

- i) Assessments, liens and charges for taxes past due and unpaid on the Lot,
- ii) Judgments entered in a Court of Record prior to the due date of annual dues or a special assessment,
- iii) Mortgage instruments of encumbrance duly recorded prior to the date of such assessments,
- (iv) Mechanic's and materialmen's liens arising from labor performed or material furnished upon a Lot prior to the date of such assessment; and

In a voluntary conveyance of a Lot the grantee of the Lot shall be jointly and severally liable with the grantor for all unpaid dues and assessments by the Association, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the management agent or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a Lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

g) Mortgaging a Lot, Priority, Mortgage Subject to Declaration, Mortgagee in Title-Unpaid Assessments An Owner shall have the right from time to time to mortgage or encumber his Lot and the interests appurtenant thereto, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lien holder who acquires a Lot through judicial foreclosure, public sale or other

means shall be subject to the terms and conditions of this Declaration except as specifically excepted herein. Where the holder of a first mortgage of record or other purchaser obtains title to the Lot as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, such acquirer of title shall not be liable for the annual dues or assessments chargeable to such Lot which became due prior to acquisition of title to such Lot by such acquirer

h) Non-Exemption from Payment; Board Responsibility to Collect, Interest, Costs, and Attorney Fees, Suit, Notice to Mortgagee. The amount of annual dues and assessments assessed against each Lot shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from this liability by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his Lot. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid dues or assessments which remain unpaid more than fifteen (15) days from the due date for payment thereof. In the event of a default by an Owner in the payment of dues or an assessment, such Owner shall be obligated to pay interest at the rate of ten percent (10%), or such higher rate (provided the same shall not be usurious) as the Board of Directors may from time to time determine, per annum on the amount of the dues or assessment from the due date thereof, together with all expenses, including attorney's fees, incurred to collect such dues or assessments together with late charges as provided by the Bylaws of the Association. Suit to recover a money judgment for obligations may be instigated in Cleveland County, Oklahoma, and may be maintainable without foreclosing or waiving the lien securing same additionally, in the event that the mortgage on a Lot should so provide, a default in the payment of an obligation shall be a default in such mortgage and if required by the mortgagee by written notice to the Association, the Board of Directors shall give notice of any default in payment of an assessment to the mortgagee

27 Rules and Regulations, Fines; Enforcement The Board of Directors is empowered to adopt Rules and Regulations together with the authority to impose fines, all of which shall be binding on all Owners as if fully set forth herein.

a) Adoption of Rules. Written notice of any proposed adoption, modification or change of a Rule or a fine shall be given to the members. Said written notice shall provide at least five days notice of the meeting wherein the Board proposes to adopt the Rule or fine and afford any Owner the opportunity to be heard in that regard. At the conclusion of the meeting the Board may adopt the Rule or fine as published or make modifications prior to final decision. Amendments enacted by the Declarant shall not be subject to the requirements of Section 2.7(A)

b) Due Process. In order to afford due process to each Owner before any

punitive action may be finally imposed by the Board of Directors, each Owner shall have the right of a hearing before the Board of Directors, en banc for the purpose of avoiding or mitigating any penalty, fine or punitive action. The Owner shall be afforded not less than ten (10) days written notice of the hearing. At the hearing both the Association and the owner may produce evidence and present witnesses. The Board of Directors shall promptly resolve the dispute and announce its decision, which in such instances shall be final as to all matters.

c) Notice. New Owners shall be afforded copies of the Rules upon notice to the Association of the change of title.

2.8 Eminent Domain. If part of a Common Area is acquired by eminent domain, the award must be paid to the Association. The Association shall represent the Lot Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or part thereof. Each Lot Owner appoints the Association as attorney-in-fact for such purposes

2.9 Association Rights to Use and To Grant Easements The Association, in its sole discretion, may from time to time grant easements and rights of way on, across, under and over the Common Areas to any municipal corporation or public utility company, or other entity providing water, sewer, gas, electricity, telephone, cable television, or other similar service to the real estate development.

2.10 Prohibition of Employment or Other Pecuniary Gain. No part of the assessments or net earnings of the Association shall inure to the benefit of any Lot Owner or individual, except to the extent that Lot Owners receive the benefits from the maintenance, repair, operations, additions, alterations and improvement responsibility of the Association. No Lot Owner or any business in which a Lot Owner has an interest may receive a credit or compensation, directly or indirectly, for services rendered as an officer, director or employee of the Association.

2.11 Registration of Mailing Address of Lot Owners; Association Address Each Owner shall register his mailing address with the Association, and notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Declarant or Secretary of the Board of Directors of the Association shall be sent to the Office of General Counsel, 2252 North Broadway Avenue, Moore, OK 73160 or else served upon the service agent of the Association.

2.12 Mandatory Mediation/Arbitration. Any Owner, by acceptance of a deed to a Lot in the Subject Property, does hereby agree to mandatory Mediation and/or Arbitration of any non-monetary dispute between that Owner and the Association or any other Owner the subject of which is the violation or non-compliance with the terms of these Covenants or Bylaws of the Association. The terms and procedures to be followed

shall be set forth in the Bylaws of the Association

ARTICLE III: ARCHITECTURAL CONTROL COMMITTEE

3.1 Committees The Association shall establish an Architectural Control Committee in accordance with the guidelines of this Declaration and such other Committees as the Declarant or Board of Directors may decide, as set forth in the Bylaws or Rules established by the Board of Directors. In the event of a conflict between this Declaration and the Bylaws, the Declaration shall control.

3.2 Architectural Control Committee - Composition Until such date as Declarant no longer owns any Lots in the Subject Property, Declarant shall serve as the sole member of the Architectural Control Committee, with full power and authority to act as such in accordance with the provisions of this Declaration. Thereafter, the Board of Directors shall have the authority to expand and appoint the number of Committee members.

3.3 Architectural Control Committee - Authority No building or improvement shall be commenced, erected, constructed, placed or altered on any Lot in the Subject Property until the building plans, elevations of all exterior views, specifications, paint and color choices, material uses, and plot plans showing the location of such building and landscaping plans, have been approved in writing (e-mail acceptable) as to conformity and harmony of all aspects of the external design as compared with the remainder of the lots in the Property, and with existing structures in the finished grade elevation, by the Architectural Control Committee. The Architectural Control Committee may condition its approval of any proposal, plan, or specification, and all such conditions shall be incorporated by reference into such proposal, plan or specification. The Architectural Control Committee shall have the right to specify locations, materials, and construction methods regarding any residence, outbuilding, or other structure or improvement proposed by an Owner. Any approved proposals, plans and specifications must be commenced within one year of the date of the Architectural Control Committee's approval, or such approval shall expire.

3.4 Waiver By Architectural Control Committee. The approval of the Architectural Control Committee of any proposal, plan or specification for any residence, outbuilding, or other structure or improvement shall not constitute a waiver of any right to withhold approval of any similar proposal, plan, or specification subsequently submitted for approval. Failure of the Architectural Control Committee to enforce a conditional approval or provision of this Declaration shall not constitute a waiver of the right to do so thereafter.

3.5 Liability of Architectural Control Committee. Neither the Architectural Control Committee nor any member thereof shall be liable to any Owner or the Association for any act or omission resulting in any claim for any damage, loss, or prejudice suffered including, but not limited to, (a) the approval, denial or conditional approval of any proposal, plan, or specification, whether or not defective; (b) the

construction or performance of any work, whether or not pursuant to an approved proposal, plan or specification; or (c) the execution and filing of any estoppel certificate, whether or not the facts therein are correct, provided, however, that with respect to the act or omission of a member of the Architectural Control Committee, such member acted in good faith on the basis of such information as may have been possessed by such member.

3.6 Time for Approval by Architectural Control Committee. In the event the Architectural Control Committee fails to approve, deny, or condition any proposal, plan or specification within sixty (60) days after such proposal, plan or specification has been properly and completely submitted in compliance with this Declaration and any instructions or requirements of the Architectural Control Committee, such proposal, plan, or specification shall be deemed approved, and the prior written approval required hereunder shall be deemed to have been satisfied; provided, however, no such approval shall permit construction of any residence, outbuilding, or other structure or improvement in a manner contrary to any ordinance or building regulation of the City of Norman or in a manner contrary to any requirement or limitation specifically identified in Article III of this Declaration

ARTICLE IV - PROPERTY RESTRICTIONS

4.1 Single Family Residences All Lots herein shall be occupied as single family residences only. No residence may be owned or occupied for any commercial purposes.

4.2 Minimum Square Footage Unless otherwise stated herein, no residence shall contain less than One Thousand One Hundred (1,100) square feet of living area. The first floor of any two story dwelling must have a minimum of Eight Hundred (800) square feet of living area

4.3 Exterior Requirements, Foundations The exterior of any residence shall be at least sixty percent (60%) brick, stone or stucco, and forty percent (40%) may be of frame or other material which will blend together with the brick, stone or stucco. It is the intention of this restriction to allow panels of materials other than brick, stone or stucco to be used, but in no event shall a continuing wall consisting of fifty percent (50%) of the exterior of the residence be built of any material other than brick, stone or stucco. This restriction is intended to encourage the use on the principal exterior of residences of masonry construction, but may be modified to allow the use of other materials to blend with the environment to eliminate repetition of design. Chimney materials must be brick, stone or stucco to the top of the first floor plate except where the chimney is on the interior or contained within a covered porch or patio, in which case it may be of other appropriate material. Foundations may be of footing and stem construction. Pier and grade construction is allowed and exposed stem walls are permitted.

4.4 Storage and Other Detached Structures Detached storage buildings are

permitted so long as the structure conforms to the exterior requirements contained in Section 4.3 above and the roofing requirements contained in Section 4.6 below. It is the intent of this provision that the storage building conform exactly to the original home. Any storage building that does not conform to these requirements must be completely hidden from the street and any adjoining property owners. In no event shall out buildings be of a material other than the residence, except with the written permission of the Architectural Control Committee.

4.5 Driveways, Sidewalks, Mailboxes. All driveways must be of concrete construction. Mail boxes shall be of brick construction. Any deviation from this standard must be approved by the Declarant or Architectural Control Committee.

4.6 Roofs. Roofs shall be comprised of minimum thirty (30) year composition shingles, weathered wood in color, with a minimum pitch of 6/12. Any deviation from this standard must be approved in writing by the Architectural Control Committee of the Association.

4.7 Fences. All fences shall be of wood, brick, rock or wrought iron construction and may not exceed 72 inches in height. All fences must be maintained in good condition with no visible holes or loose or missing pickets. All lots must possess and maintain fences.

4.8 Landscaping. All landscaping shall conform at least to the minimum requirements of the city of Norman, Oklahoma. Lawns shall be mowed regularly during the growing season of April through October.

4.9 Enforcement, Right to Correct Violations. In the event any building, fence, wall or other improvements or structure shall be commenced, erected, placed, moved or maintained upon any Lot, otherwise than in accordance with the provisions and requirements of these provisions, then the same shall be considered to have been undertaken in violation of these provisions and without the approval of the Declarant required herein. Upon written notice from the Declarant, such building, fence, wall or other structure or improvements shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, then Declarant shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate such violation, and the costs thereof shall be assessed against Owner and the Lot upon which such violation occurred. A statement for the amount thereof shall be rendered to the Owner of said lot, at which time the assessment shall become due and payable and a continuing lien upon said Lot and an obligation of the Owners, and may be enforced as a judgment lien. The Declarant shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable daylight hour for the purpose of ascertaining whether any violation of the provisions of this paragraph or any of the other provisions or requirements of this Declaration, exists on such Lot.

ARTICLE V - PROHIBITED USES

5 1 Offensive or Noxious Use; Nuisance Activity. The Owner of any Lot shall not use or allow the use of such Lot for any purpose which will be noxious, offensive or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority. No noxious or offensive activity shall be carried on, nor shall anything be done therein which may be or may become an annoyance or nuisance.

5 2 Mineral Drilling. No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons within the subject lands shall be permitted.

5 3 Livestock. The keeping of any poultry, cattle, horses or other livestock of any kind or character is prohibited within the Subject Property.

5 4 Refuse Storage; Growth; Lawns. The storage of trash, ashes, or other refuse, except in normal receptacles, is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain in the Project. No trash, ashes or other refuse may be thrown in any other Owner's Lot. Lawns and shrubbery shall be kept mowed and trimmed, with grass in excess of eight inches being in violation of these mowing requirements.

5 5 Signs and Billboards; Declarant's Right. No signs or billboards, except "For Sale" or "For Rent" signs, shall be permitted on any Lot without the prior written consent of the Declarant, provided, this prohibition shall not apply to the Declarant in the initial sale of such Lot.

a) No sign advertising a property as For Rent or Lease may be placed in any yard or common area without the prior written consent of the Homeowners Association. Owners are permitted to rent property, but an Owner may not advertise the property for rent by placing a sign in the front yard or common areas without permission as aforesaid.

b) No signs protesting an action or failure to take an action by a homeowner, the Board of Directors, the Association or other third party may be placed in any yard or common area. Signs placed in a yard or common area that attempt to settle a dispute in the fashion may be removed by the Association or its Agents without notice or permission.

5.6 Vehicle Parking and Storage. No boats, trailers, trucks, campers, recreational vehicles, motor homes or large commercial vehicles, nor any vehicle in the process of being repaired or otherwise presently inoperable, shall be stored or parked within the subject lands, unless completely hidden from view from the streets. No overnight parking between 2 am and 8 am of any vehicle on the street or Lot, other than a

concrete driveway, is permitted.

5.7 View From Street or Lot. All clotheslines, garbage cans, equipment, coolers, or storage piles shall be located as not to be visible from any other Lot within the Project. Garbage cans may be visible on the day of pick-up only and shall be hidden from sight at all other times.

5.8 Tanks. No elevated tanks of any kind shall be erected, placed or permitted on any Lot.

5.9 Radio or Television Device. No radio or television transmitting or receiving device shall be allowed on any Lot or structure with an exposed antenna that exceeds five (5) feet in height and/or 24 inches in diameter.

5.10 Wind Powered Generators. No wind powered generators shall be allowed on the subject lands.

5.11 Temporary Structure. No trailer, tent or shack shall be erected, placed or permitted on any Lot, nor shall any structure of a temporary character be used at anytime as a residence without the prior written consent of the Architectural Control Committee.

5.12 Household Pets; Care and Restraint; Limit on Number. No animal shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No more than two (2) household pets may be kept without written permission of the Association. No pets may be permitted to run loose within the Project.

5.13 Basketball Goals. Basketball goals are permitted but may not be attached to any structure. All basketball goals must be free standing on a structure designed for that purpose and must be kept in good repair. Any goal that becomes damaged or unusable must be removed.

5.14 No Garage Conversions. The garage of a residence may not be converted for any other use or purpose except parking of the Owners vehicles. This prohibition does not apply to any conversion by the Declarant for use as a sales office, however, such conversion by the Declarant would be temporary and any garage so converted shall be returned to its original purpose once Declarant no longer owns any lots within the Subject Property.

ARTICLE VI - DECLARANT'S RESERVATIONS

In addition to the reservations stated throughout this Declaration and notwithstanding anything herein to the contrary, Declarant hereby reserves the rights contained in this Article.

6.1 Special Amendment Declarant hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute, and record special amendments. No special amendment made by Declarant shall affect or impair the lien of any first mortgage upon a Lot or any warranties made by an Owner or first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage on such Owner's Lot.

6.2 Declarant Business Office, Models Declarant and any Builder active in the Addition may maintain a business and sales office, models, and other sales facilities necessary or required until all of the Lots are sold.

6.3 Amendment as to Unsold Lots; Waiver. Declarant hereby reserves the right to revoke or amend these Declarations, by written instrument filed of record in the County Clerk's office, except, however, any amendment involving ownership or maintenance of any common area must receive the express written approval of the City of Norman or the appropriate authority. The Declarant shall have the power to grant to any Owner a waiver, variance, or exception of and from any of the provisions of this Declaration, such waiver to be filed and recorded in the County Clerk's office.

6.4 Signs by Declarant. Notwithstanding anything herein to the contrary Declarant, and any Builder active in the Addition, reserves the right to erect such signs as it deems necessary for the sale and marketing of the property and Lots described herein.

6.5 Additional Property. Declarant reserves the right to dedicate any adjacent property now owned or subsequently acquired by Declarant or its successors or assigns to the Homeowner's Association established herein, at Declarant's option. If Declarant chooses to dedicate future property to the Association said dedication shall be controlled by Declaration of Covenants, Conditions and Restrictions filed for that subdivision, and not these Declarations. Any Common Areas designated on the plats of said adjacent properties shall be deeded to the Homeowner's Association and accepted by them as if fully described herein.

6.6 Assignment. Declarant may assign any or all of its rights, interests, powers, responsibilities, and privileges as Declarant under this Declaration to another entity, and that entity shall thereafter be entitled to exercise all of the rights, interests, powers, responsibilities, and privileges of Declarant.

6.6 Transfer of Reserved Rights. After Declarant has sold all Lots owned by him any and all rights reserved herein shall be transferred to and become vested in the Homeowners Association, with the exception of those rights granted or reserved to the

Builders in the Addition so long as said Builders still own Lots or homes for sale in the Addition.

ARTICLE VII - MISCELLANEOUS

7.1 Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

7.2 Failure to Enforce Not Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

7.3 Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the project and shall inure to the benefit of and be enforceable by the Declarant or any Owner, their respective legal representatives, heirs, successors and assigns.

7.4 Declarant Easement. Declarant has an easement as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights reserved herein.

7.5 Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. Any Owner or Declarant, so long as Declarant has a record interest in the covered property, shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation. Failure to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.6 Attorneys Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, including collections of annual dues, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, including reasonable attorney fees and costs of such suit.

7.7 City of Norman a Beneficiary. In order that the public interest may be protected, the city of Norman shall be a beneficiary of any of the covenants herein pertaining to location of uses and access. The city of Norman may enforce compliance therewith.

7.8 Right and Responsibilities within the Common Areas. In the event the Association fails to maintain the common areas, and a complaint is made to the proper

municipal authority, the City, or other appropriate authority, shall have the right to perform the maintenance work, after giving the Association thirty (30) days written notice and an opportunity to cure. The costs of said abatement are the responsibility of the Association and its members both jointly and severally, In the event that the costs of said abatement are not satisfied by the Association, then a lien shall be filed on the property owned by the Association and each lot within the Addition in an amount determined by dividing the amount expended by the number of lots in the Addition. Such lien shall be evidenced by the filing of a Notice in the office of the County Clerk of Cleveland County.

7 9 Declarant Obligations Upon Its Cessation of Control of the Association

Once Declarant no longer controls the Association, Declarant shall provide to the board of directors the following

- a) All Association books and records including minutes books and rules and regulations which may have been promulgated;
- b) 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
- c) A copy of the latest available approved plans and specifications for all improvements in the project and as-built plans if available;
- d) All insurance policies currently in place,
- e) All unexpired warranties relative to any common improvements;
- f) Any contracts in which the Association is a contracting party, and
- g) A list of manufacturers of paints, roofing materials, and other similar materials if specified for use on the Association property. The Association shall keep detailed records of receipts and expenditures affecting the operation and administration of the Association. All financial book and records shall be kept in accordance with sound 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 five (5) days after receipt of a written notice identifying the specific books and records of the Association requested to be reviewed.

7 10 Builders Requirements. Builders are required to permanently post notice in a prominent place in all model homes, sales offices, and all open spaces larger than twenty thousand (20,000) square feet stating that a Home Owners Association has been established and membership is mandatory for all property owners. The Builder or his agent must disclose that there is a mandatory association and shall provide a summary of the Association documents specifically including the annual assessments and a five year projection of dues

EXHIBIT "A" - LEGAL DESCRIPTION

INDEPENDENCE VALLEY ADDITION SECTION 1

Being a part of the N W $\frac{1}{4}$, Section 17, T8N, R2W, I.M Norman, Cleveland County, Oklahoma and being more particularly described as follows:

Beginning at the N E corner of the N W $\frac{1}{4}$, of said Section 17;
 Thence South $00^{\circ}57'53''$ East, and along the West boundary of Eagle Cliff Addition Section 2, a distance of 785.18 feet;
 Thence South $89^{\circ}32'30''$ West a distance of 126.94 feet,
 Thence South $00^{\circ}27'30''$ East a distance of 60.13 feet,
 Thence South $89^{\circ}32'30''$ West a distance of 230 00 feet,
 Thence North $00^{\circ}27'30''$ West a distance of 120 00 feet;
 Thence South $89^{\circ}32'30''$ West a distance of 10 00 feet;
 Thence North $00^{\circ}27'30''$ West a distance of 170 00 feet;
 Thence South $89^{\circ}32'30''$ West a distance of 270 00 feet;
 Thence North $00^{\circ}27'30''$ West a distance of 120 00 feet,
 Thence South $89^{\circ}32'30''$ West a distance of 416 08 feet to a point of curvature;
 Thence around a curve to the left having a radius of 25.00 feet (said curve subtended by a chord which bears South $65^{\circ}26'49''$ West a distance of 20 41 feet) with an arc length of 21.03 feet to a point of reverse curvature, Thence around a curve to the right having a radius of 50 00 feet (said curve subtended by a chord which bears North $35^{\circ}06'43''$ West a distance of 97 22 feet) with an arc length of 180.70 feet,
 Thence North $00^{\circ}00'00''$ West a distance of 98.60 feet,
 Thence South $89^{\circ}29'11''$ West a distance of 120 71 feet; Thence South $08^{\circ}56'38''$ West a distance of 1420 32 feet; Thence South $89^{\circ}39'15''$ West a distance of 361 07 feet,
 Thence North $17^{\circ}57'29''$ East a distance of 1754.29 feet to a point on the North line of said N W $\frac{1}{4}$, Thence North $89^{\circ}29'11''$ East along said North line a distance of 311 30 feet; Thence South $00^{\circ}27'30''$ East a distance of 263 96 feet;
 Thence South $89^{\circ}29'11''$ West a distance of 111.71 feet,
 Thence South $00^{\circ}00'00''$ East a distance of 100 37 feet to a point on a curve,
 Thence around a curve to the right having a radius of 50 00 feet (said curve subtended by a chord which bears South $53^{\circ}19'42''$ East a distance of 19.18 feet) with an arc length of 19 30 feet to a point of reverse curvature;
 Thence around a curve to the left having a radius of 25 00 feet (said curve subtended by a chord which bears South $66^{\circ}21'49''$ East a distance of 20.41 feet) with an arc length of 21 03 feet;
 Thence North $89^{\circ}32'30''$ East a distance of 394 10 feet;
 Thence North $00^{\circ}27'30''$ West a distance of 120 69 feet;
 Thence North $89^{\circ}29'11''$ East a distance of 74.48 feet,
 Thence North $00^{\circ}27'30''$ West a distance of 263 96 feet to a point on the North line of said Section 17; Thence North $89^{\circ}29'11''$ East along the North line of said Section 17, a distance of 577 50 feet to the point of Beginning.

Containing 20 79 acres, more or less.