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X By HE Deputy
Return to:
Landrun HOA
PO Box 722412
Norman OK 73070

**AMENDED & RESTATED DECLARATION
OF COVENANTS, CONDITIONS & RESTRICTIONS
OF LANDRUN ADDITION SECTIONS I through VII
McCLAIN COUNTY, OKLAHOMA**



This AMENDED AND RESTATED DECLARATION (the "*Amended Declaration*"), is made effective this 10th day of March 2022, by the Members of the LANDRUN ADDITION HOMEOWNERS' ASSOCIATION, an Oklahoma not-for-profit corporation (the "*Association*"), with approval and ratification of both the Members and the Association's Board of Directors.

RECITALS

WHEREAS LANDRUN ENTERPRISES, LLC (the "*Declarant*") was the owner of certain real property now known as "*Landrun Section I*", which is more particularly described on **Exhibit A** to this Amended Declaration, for which a Declaration of Covenants, Conditions, and Restrictions was recorded with the McClain County Clerk on March 26, 2008, at Book 1878, Page 474 (the "*Landrun Addition Section I Declaration*"); and

WHEREAS, the Declarant was the owner of certain real property now known as "*Landrun Section II*", which is more particularly described on **Exhibit B** to this Amended Declaration, for which a Declaration of Covenants, Conditions, and Restrictions was recorded with the McClain County Clerk on April 20, 2012, at Book 2052, Page 391 (the "*Landrun Addition Section II Declaration*"); and

WHEREAS, the Declarant was the owner of certain real property now known as "*Landrun Section III*", which is more particularly described on **Exhibit C** to this Amended Declaration, for which a Declaration of Covenants, Conditions, and Restrictions was recorded with the McClain County Clerk on November 13, 2013, at Book 2137, Page 720 (the "*Landrun Addition Section III Declaration*"); and

WHEREAS, the Declarant was the owner of certain real property now known as "*Landrun Section IV*", which is more particularly described on **Exhibit D** to this Amended Declaration, for which a Declaration of Covenants, Conditions, and Restrictions was recorded with the McClain County Clerk on January 20, 2015, at Book 2213, Page 777 (the "*Landrun Addition Section IV Declaration*"); and

WHEREAS, the Declarant was the owner of certain real property now known as "**Landrun Section V**", which is more particularly described on Exhibit E to this Amended Declaration, for which a Declaration of Covenants, Conditions, and Restrictions was recorded with the McClain County Clerk on April 14, 2016, at Book 2291, Page 465 (the "**Landrun Addition Section V Declaration**"); and

WHEREAS, the Declarant was the owner of certain real property now known as "**Landrun Section VI**", which is more particularly described on Exhibit F to this Amended Declaration, for which a Declaration of Covenants, Conditions, and Restrictions was recorded with the McClain County Clerk on July 19, 2017, at Book 2394, Page 469 (the "**Landrun Addition Section VI Declaration**"); and

WHEREAS, the Declarant was the owner of certain real property now known as "**Landrun Section VII**", which is more particularly described on Exhibit G to this Amended Declaration, for which a Declaration of Covenants, Conditions, and Restrictions was recorded with the McClain County Clerk on December 10, 2018, at Book 2517, Page 499 (the "**Landrun Addition Section VII Declaration**"); and

WHEREAS, all of the Sections described above are collectively referred to in this Amended Declaration as "**Landrun Sections I - VII**" or simply as "**Landrun**"; and

WHEREAS the Declarant established the Association as a legal entity under the laws of the State of Oklahoma in order to provide for the preservation of the values and amenities and upkeep, maintenance, and all improvements of Landrun Sections I - VII, and to collect and disperse the assessments and charges hereinafter created; and

WHEREAS Article X of each respective Declaration of Landrun states that membership in the Association is mandatory, and that by virtue of owning a Lot in any of Sections I - VII, each owner is deemed to be a Member of the same, singular Association; and

WHEREAS Article X of each respective Declaration of Landrun states that the Declarant will transfer to the Association all rights and responsibilities at the time the Association has 30 Member dwellings, which threshold has long been surpassed, thereby vesting all Declarant rights in the Association; and

WHEREAS Article XII of each respective Declaration of Landrun states that amendments to each Declaration "may be executed by at least two-thirds (2/3rds) of the members of the Association, pursuant to votes cast in person or by proxy at a meeting duly called for this purpose"; and

WHEREAS each of the respective Declarations of Landron are largely identical but require amendment to resolve certain inconsistencies or outdated provisions, including:

1. Correcting the discrepancy of different sections being responsible for differing amounts of assessment (\$200 versus \$350).
- ii. Combining the respective Declarations of Landron Sections I - VII into one consolidated Declaration consisting of the same language, to ensure consistency, equality, and fairness to all residents of Landron.
- m. Increase the clarity of certain language, including the confusing language surrounding the ability of the Board to increase dues.
- iv. Identify and ratify the current Board Members and Officers to clarify the succession from the original creators of the Association to present.

WHEREAS, a Resolution of the Board of Directors of the Association is attached as **Exhibit H** confirming that the requisite Member vote for this Amended Declaration was duly obtained via written proxies and a meeting called for that purpose;

AMENDMENT AND RESTATEMENT

NOW THEREFORE, the Members of the Association, as a material part of this Amended Declaration, do hereby:

1. Affirm transfer of control from Declarant to Association, which occurred previously upon the completion of 30 Member dwellings; and
- ii. Affirm and ratify that the current Members of the Board of Directors of the Association, namely, Donavan Stevens, Thomas Petroski, and Vanessa Weaver, were duly elected in compliance with the respective Landrun Declarations and the Association's Bylaws, giving the Board of Directors authority to act on behalf of the Association and to amend the Association's Bylaws by a majority vote of the Board of Directors, notwithstanding the former method of amendment stated in Article XIII, Section 1 of the Association's original Bylaws.

NOW THEREFORE, all the Declarations of Landrun Sections I - VII, as identified above, are hereby amended and restated in their entirety as set forth herein. This Amended Declaration is effective upon the execution of this Agreement on the date hereof by the Association. Upon such execution, all provisions of, rights granted, and covenants made in respective Declarations of Landron Sections I - VII are hereby superseded in their entirety by this Amended Declaration and shall have no further force or effect.

NOW THEREFORE, the real property described in Exhibits A - G shall be held, sold, conveyed, and occupied subject to the conditions, covenants, restrictions, dedications, easements, charges, and liens (herein sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These covenants and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title, or any part thereof, and shall endure to the benefit of each Owner thereof.

ARTICLE I ARCHITECTURE, SIZE, MATERIALS, FENCING

SECTION 1. ARCHITECTURE. Complete elevations and plans for any structure proposed to be erected must first be submitted to the Association in duplicate form, and a written approval thereof obtained from the Association prior to the commencement of any construction.

In order to provide architectural diversity, no two or more buildings adjacent to one other shall be substantially identical in external appearance due to sameness in basic structural configuration regardless of variation of roof line, fenestration, trim, or interior layout, nor shall any building exterior front facade be placed within four (4) lots of a building with the same facade unless specifically approved in writing.

A minimum two-car garage is required.

SECTION 2. SIZE AND HEIGHT. Residential structures shall contain a minimum floor space of 2,000 square feet. In computing the square footage, the basement, attached porches, and garages shall be excluded. One story, one and one-half story, and two-story homes shall be permitted. Construction must comply with all recognized building codes of the town of Goldsby, McClain County and/or the State of Oklahoma, as applicable.

SECTION 3. MATERIALS. The principal exterior of any residence shall be at least eighty percent (80%) masonry (e.g., brick, stone, stucco, etc.). In no event shall a continuing wall contain less than eighty percent (80%) masonry. It is the intention of the restriction to allow materials other than brick or stone to blend with masonry to eliminate repetition of design. Any deviation must be approved in writing, in advance, by the Association or by any Architectural Committee to which the Association may delegate such duties, as determined at the Association's discretion.

Driveways must be constructed of concrete and may be stained and/or stamped. Asphalt, dirt, or gravel drives are not allowed.

SECTION 4. ROOFS. Each roof is to have a 30-year rating on laminated composition or fiberglass shingles. Color of composition roofs shall be weathered wood or antique slate. Roofs shall be 8-pitch minimum. No standard 3-tab roofing materials shall be allowed.

Any metal valley on composition roofs must be factory painted and sealed with the color to match the color of the roofing material.

SECTION 5. PLOTTING. Plans shall be submitted to Association for written approval in advance of commencement of construction on all Lots.

SECTION 6. FENCING. All fencing shall expose the finished side to all fronts. All fencing shall expose the finished side to all streets when fencing is visible from said street. All fencing of the following types must be approved in writing by the Association or by any Architectural Committee to which the Association may delegate such duties, as determined in the Association's discretion, in advance of installation:

- Any fence composed of materials other than wood or stone;
- Any fence of color other than natural wood or natural stone;
- Common Area fence;
- Association fence;
- Public fence;
- Any other fence which will extend beyond the front of any building structure;
- Any fence over six (6) feet tall.

All common area fences shall not be damaged or removed by the owners of the abutting Lot. These restrictions may be waived, in writing, in whole or in part, by Association.

The following lots in Landrun Section VI are required to have a twelve-foot (12') gate on all fencing crossing the existing Western Farmers Electric Cooperative easement:

- **Lots Eight (8) through Fourteen (14), Block Fourteen (14);**
- **Lot Ten (10), Block Thirteen (13); and**
- **Lot Seven (7), Block Eleven (11)**

SECTION 7. CONSTRUCTION PERIOD. Construction must begin within six (6) months of Lot purchase.

Upon commencement of construction on any Lot or Lots, the work must be continuous, weather permitting, until the dwelling and other improvements are complete. No delay in the course of construction within a period of six (6) months will be permitted, unless further extension of time is given by Association. If no such consent is given, the Association may charge \$50/day for each day that construction is not complete and the dwelling is not occupied and maintained beyond nine (9) months from commencement of construction.

SECTION 8. LANDSCAPE. All front yards are required to be attractively landscaped. Landscaping, trees, and shrubbery must be installed at the time construction of the dwelling is complete, weather permitting. All front and sides of dwelling, or front fifty percent (50%) of Lot, shall be sodded. Existing trees and landscaping along the north frontage or at any entry to Landron shall not be damaged or removed without the written consent of the Association.

Appropriate erosion control measures shall be implemented during construction, including erosion control mats placed by Builder. Upon completion of construction, erosion control mat removal shall be the responsibility of the Owner.

SECTION 9. MAILBOXES. All mailboxes shall be constructed of brick or stone and shall match the respective dwelling in color and style.

SECTION 10. GUTTERING. Guttering on the front of dwelling and other structures, as appropriate to avoid runoff, is required.

SECTION 11. STRUCTURE. Footings shall be at a minimum of eighteen (18) inches below final exterior grade - continuous footings approximately 15 feet to two feet wide under exterior walls and load-bearing interior walls and spread footings between two feet square and five feet square under any point loads {e.g, interior load-bearing columns) and if any part of the dwelling is to be built over fill, drilled-shaft foundations (i.e., "piers and grade beams") should be used; piers shall be reinforced and have a size of eighteen (18) inches or more in diameter; and all construction shall be in accordance with accepted codes and restrictions set forth by the town of Goldsby.. Owners and their approved contractors will be able to install pier and grade beam foundations using a drop brick ledge on the front of all homes.

SECTION 12. FIREPLACES. Fireplaces shall be bricked 100% on the exterior and shall have flue caps. However, fireplaces are not required.

SECTION 13. RETAINING WALLS. Retaining walls shall be approved by the Association.

SECTION 14. SET-BACK REQUIREMENTS. Front and side setback distances shall meet the requirements of the Plat or shall be a minimum of five (5) feet, whichever is greater.

ARTICLE II PARKING, STORAGE, AND EASEMENTS

No parking and/or storage of trailers, boats and/or vehicles which are not normally used as everyday transportation will be allowed on streets, lots, driveways, back yards, or Common Areas, except where adequate and attractive screening has been provided and the Association has given prior written approval. Vehicles cannot be parked on the common right-of-way for more than seven (7) hours.

Association reserves the right to locate, construct, erect, and maintain in and on common areas and areas indicated on the plat as easements, sewer, and other pipeline conduits (and any other method of conducting or performing any public utility or function above or beneath the surface of the ground) with the right of access (by City or utility personnel) at any time to same for purpose of repair, maintenance, or to enforce architectural and use restrictions.

Every Owner is granted an access easement over adjoining Lots and Common Areas for the maintenance or reconstruction of his or her Dwelling and other improvements on his or her Lot, provided exercise of the easement does not damage or materially interfere with the use of the adjoining Lot or Common Area. Requests for entry to an adjoining Lot or Common Area must be made to the Owner of the adjoining Lot, or the Association in the case of Common Areas, in advance, for a time reasonably convenient for the adjoining Owner, who may not unreasonably withhold consent. If an Owner damages an adjoining Lot or Common Area in exercising this easement, the Owner is obligated to restore the damaged property to its original condition, at his or her expense, within a reasonable period of time.

ARTICLE III REARRANGING, RE-SUBDIVIDING, OR REPLATTING

No rearranging, re-subdividing, or re-planning shall be done without prior written consent of the Association.

ARTICLE IV

SIGNS, BILLBOARDS, RECREATIONAL VEHICLES, AND MISCELLANEOUS STRUCTURES

No signs or billboards will be permitted upon any of the Lots except those advertising the sale or rental of such property, provided that such signs do not exceed six square feet in area without the written permission of the Association.

No miscellaneous structures (e.g., outbuildings, storage tanks, tool sheds, kennels, pool houses, pagodas, greenhouses, temporary structures, etc.) shall be allowed without prior written approval of the Association. In-ground swimming pools may be built within the building area of any Lot subject to a limitation of one per Lot. Swimming pools shall be enclosed with a wall and/or fence or by a locked, approved fence around the entire Lot.

No garage or outbuilding on any Lot shall be used as a residence or living quarters. Separate structures are encouraged to match the architecture of the primary residence, as to harmony of external design, color, materials, roof pitch.

Separate structures shall not exceed 30 feet x 50 feet in size. If the structure does not match the primary structure to which it is appurtenant, it shall be constructed of commercial grade permanent color clad material. The eave height shall not exceed twelve (12) feet. The roof shall have a minimum pitch of 3 in 12. All separate structures shall be uniformly and fully enclosed. All separate structures shall be located behind the back line of the primary residential dwelling and shall be a minimum of five (5) feet from the property lines. An outbuilding may be approved by the Association not behind the primary residential back line in instances where the lot layout, shape, easements (e.g., restrictions due to underground pipelines), and/or configuration would not generally allow the structure to be in compliance. All other outbuilding requirements must still be met for approval.

No television, radio, or any type of antenna, satellite dish, except those supplied by commercial cable or satellite providers (e.g., DirectTV, Dish Network, etc.) will be permitted on the outside of any building structure or on any portion of any Lot without the express, written consent of the Association.

No towers, aerials, recreational vehicles or boats will be permitted on any Lot without the express, written consent of the Association.

Poles (except basketball goals) must be located in the backyard. Flag poles of twenty feet or less in height are permitted. Flags flown from any such flag pole must be in good condition (not tattered, torn or faded). In the event the flag pole is used to fly the flag of the United States of America, normal flag customs shall be followed (e.g., the flag shall not be allowed to touch the ground, must be removed before sunset or appropriately illuminated, etc.)

ARTICLE V GENERAL

SECTION 1. LIVESTOCK. Keeping or housing of poultry (except chickens or laying hens in accordance with Town of Goldsby Zoning Codification), cattle, horses, or other livestock is prohibited on any Lot.

SECTION 2. GRADING, DRILLING. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may interfere with, encroach upon, or alter, disturb, or damage any surface of subsurface utility line, wire, or easement. Drainage shall not be modified in any way that may impact adjacent property. Erosion shall be prevented during construction.

SECTION 3. MAINTENANCE. No trash, ashes, grass clippings, or other refuse may be thrown or dumped on any Lot or Common Area. All garbage and trash storage must be screened from the viewing of the public. Each Owner of any Lot which abuts a Common Area and upon which Common Area is erected a fence, landscaping, bushes, hedges, trees, etc., shall not damage or remove such improvements.

Numbering or painting of concrete driveways or curbing shall not be permitted. Decorative staining and/ or stamping of concrete drives will be permitted.

Both the Lot and the dwelling on each Lot must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring Lots. Lots shall be attractively landscaped and maintained.

Wood and compost piles, yard maintenance equipment, and refuse containers shall not be stored in areas visible from public rights-of-way.

Exterior window treatments visible from the street or another dwelling must appear to be neutral in color.

SECTION 4 . RESIDENTIAL USE. The use of a Lot is limited to residential purposes. However, a resident may use the dwelling for personal business or professional pursuits, provided that the uses are incident to the use of the dwelling as a residence. Uses shall conform to all applicable governmental ordinances. There shall be no external evidence of the business uses. Business use shall not entail visits to the Lot by employees or the general public in quantities that materially increase the number of vehicles parked on the street, and the uses do not interfere with the quiet use and enjoyment of neighboring Lots.

**ARTICLE VI
RIGHT TO ENFORCE**

The covenants and restrictions herein shall run with the land and be binding upon the present Owner, his or her successors and assigns, and all parties shall observe said restrictions. Owners shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the restrictions, in addition to the ordinary legal action for damages. Failure of Owners of any other Lot or Lots to enforce any of the restrictions at the time of violation shall in no event be deemed a waiver of the right to do so thereafter. The Association, may levy fines (\$200 per offense, after written notice) for violation of these covenants. Fines may be doubled for repeat offenses.

**ARTICLE VII
RIGHT TO ASSIGN**

The Association may assign or convey to any person, organization, corporation, or other business entity, all rights, reservations, easements, and privileges herein reserved, and upon such assignment, its assigns or grantees may, at their option, transfer such rights.

**ARTICLE VIII
JUDGMENT CONCLUSIVE**

The Association shall, in all cases, have the right to determine, approve, and disapprove conformation to the requirements made herein. Judgment and determination thereof shall be final and binding on all parties.

**ARTICLE IX
DURATION**

All of the restrictions set forth herein shall continue and be binding for a period of twenty-one (21) years from the date of this instrument, and shall automatically be extended thereafter for

successive periods of ten years. However, these restrictions may be amended (*See Article XII, Amendments*). Any such Amendment must be filed of record to become effective.

ARTICLE X MEMBERSHIP ASSOCIATION AND DUES

Every person who is a record Owner of any single-family residential Lot covered by this Declaration and any future Declaration has membership rights. Membership is mandatory. No Owner shall have more than one membership for each Lot. Membership shall be appurtenant to and shall not be separate from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lots shall be the sole qualification for membership.

Annual Dues. Dues for Association members will be established at Three Hundred Twenty Five Dollars (\$325) annually, per Lot. The annual dues will be prorated for any month a Member moved in from the closing date to the end of the fiscal year. All dues will be payable to the Association on the day residency is established. All second or subsequent year dues for all members will be due in full on January 30th of each new year.

The Association shall be operated in accordance with the Bylaws for the Association. Such Bylaws shall be operative after thirty (30) member dwellings are completed.

ARTICLE XI COVENANT FOR MAINTENANCE ASSESSMENTS

Creating of Lien and Personal Obligation of Assessment. Lot Owners agree to pay the Association annual assessments and, where approved, special assessments for capital improvements. Such assessments are to be fixed, established, and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, pursuant and superior to any homestead or other exemption provided by law. This lien may be enforced by the Association and may be foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with or without power of sale,

Each such assessment, together with such interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due.

The maximum annual maintenance assessment may be increased by the Board each year not more than 10% above the annual maintenance assessment for the previous year without a vote of the memberships provided that from and after the same date, the maximum annual maintenance assessment may be increased above 10% only with the consent of two-thirds (2/3) of the votes of the members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose. The Board may fix the actual maintenance assessment for any such future year at a lesser amount. Written notice of the meeting shall be sent to all Members not less than fifteen (15) nor more than sixty (60) days in advance of the meeting date.

Special Assessments for Capital Improvements. In addition to the annual assessments authorized, the Association may levy a special 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, provided that any such assessment will have the assent of at least two-thirds of the Association members, pursuant to votes cast in person or by proxy at a meeting duly called for this purpose. Written notice of the meeting shall be sent to all Members not less than fifteen (15) nor more than sixty (60) days in advance of the meeting date.

Commencement Date of Annual Assessments. The annual assessments shall commence on the first day of the calendar month following the date on which a single-family home is purchased or occupied. Within ten (10) days of occupancy, the Owner thereof shall furnish written notice of the commencement of such occupancy to the Association. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot Owner. The due date(s) shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Effect of Non-Payment and Remedies. Any assessments which are not paid when due shall be delinquent. If the assessments is not paid within thirty (30) days after the due date, that assessment shall bear interest from the due date at an annual rate of fifteen percent (15%), and the Association may bring an action at law against the Owner personally obligated to pay same, and/or foreclosure of a mortgage, with or without power of sale, and interest, costs, and reasonable attorney's fees of such action shall be added to the amount of such assessment. No

Owner may waive or otherwise escape liability for the assessment by non-use or abandonment of the assessed Lot.

Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Change of Ownership. Any person becoming an Owner shall, within ten (10) days following the recording of a deed reflecting such ownership, give written notice to the Association that such person has become Owner.

ARTICLE XII AMENDMENTS

As permitted by this Declaration, provisions of this Declaration may be amended by at least two-thirds (2/3rds) of the members of the Association, pursuant to votes cast in person or by proxy at a meeting duly called for this purpose.

ARTICLE XIII SEVERABILITY

Invalidation of any one of these covenants and restrictions by judgment or other court order shall in no way affect or invalidate any other provision which shall remain in effect.

APPROVED AND RATIFIED by the Members of the Association, as evidenced by the Resolution attached as **Exhibit H**.

SIGNED AND ACKNOWLEDGED by the Association on this 12 day of March, 2022:

LANDRUN ADDITION HOMEOWNERS' ASSOCIATION:

By: Thomas Petroski
Board Member

Thomas Petroski

By: Donovan Stevens
Board Member

Donovan Stevens

By: Vanessa Weaver
Board Member

Vanessa Weaver

STATE OF OKLAHOMA)
) S.S.
COUNTY OF McClain)

Before me, the undersigned Notary Public, in and for said County and State, on this 12th day of March, 2022, personally appeared Tom Petroski, Donovan Stevens, and Vanessa Weaver, the current elected Landrun HOA Board of Directors, to me known to be the identical persons who subscribed the name of the maker of the foregoing instrument, and acknowledged to me that same is executed as their free and voluntary act and deed for the uses and purposes therein set forth.

Michelle Goldsby

02-14-2024



EXHIBIT A

LANDRON SECTION I

A Tract of land lying in the NW/4 of Sec. 16, T8N, R3W, I.M, being more particularly described as follows:

BEGINNING at the NE. Cor. Of the NW/4 of Sec. 16, T8N, R3W, I.M;
Thence S00° 14 '20" E, along the east line of said NW/4, a distance of 1123.80 feet;
Thence S89° 45 '40" W a distance of 188.00 feet;
Thence S00° 14'20" E a distance of 39.84 feet;
Thence S89° 45 '40" W a distance of 957.42 feet;
Thence S20° 58 '59" W a distance of 485.77 feet to a point on the West line of the East Half (E/2) of said NW/4
Thence N00° 13' 58" W along the West line of the East Half(E/2) of said NW/4, a distance of 1616.83 feet to
a point on the north line of said NW/4; *
Thence N89° 46 '35" E along the north line of said NW/4, a distance of 855.53 feet;
Thence S00° 12 '23" E a distance of 208.77 feet;
Thence N89° 47 '37" E a distance of 160.91 feet;
Thence N51° 22'05" E a distance of 336.12 feet to a point on the North line of said NW/4;
Thence N89° 46'35" E along the north line of said NW/4 a distance of 41.32 feet to the POINT OF BEGINNING;
Said tract of land contains 1,508,798 square feet or 34.6372 acres more or less.

EXHIBITB

LANDRON SECTION II

A Tract of land lying in the NW $\frac{1}{4}$ of Sec. 16, T8N, R3W, I.M., McClain County, Oklahoma, being more particularly described as follows:

COMMENCING at the N.W. comer of Sec. 16, T8N, R3W, I.M.,
Thence N89° 46'35"E along the North line of said Sec. 16, a distance of 2641.16 feet to the N.E. comer of the NW $\frac{1}{4}$ of Sec. 16, T8N, R3W, I.M.; Thence S00° 14'20"E along the East line of said NW $\frac{1}{4}$, a distance of 1123.80 feet to the S.E. comer of Lot 8 of Block 1 of LANDRUN Addition Sec. I, said point being the POINT OF BEGINNING; Thence S00° 14'20"E continuing along said East line of NW $\frac{1}{4}$ a distance of 375.00 feet; Thence S89° 45'40"W a distance of 175.00 feet; Thence S00° 14'20"E a distance of 36.84 feet; Thence S89° 45'40"W a distance of 921.00 feet; Thence S00° 14'20"E a distance of 43.00 feet; Thence S89° 45'40"W a distance of 210.57 feet to a point on the East line of Lot 15, Block 1 of said LANDRUN ADDITION Sec. I; Thence N20° 58'59"E along the East line of said Lot 15, a distance of 445.19 feet to the Southwest comer of Lot 16 Block 1 of said LANDRUN ADDITION Sec. I; Thence N89° 45'40"E along the South line of said LANDRUN ADDITION Sec. I, a distance of 957.42 feet to a point on the Centerline of LANDRUN Ave.; Thence N00° 14'20"W along said Centerline, a distance of 39.84 feet; Thence N89° 45'40"E along the extended South line of Lot 8 of Block 1 of said LANDRUN ADDITION Sec. I, a distance of 188.00 feet to the POINT OF BEGINNING; Said tract of land contains 462,701 square feet of 10.6222 acres, more or less;

EXHIBIT C

LANDRUN SECTION III

A Tract of land lying in the NW¹/₄ of Sec. 16, T8N, R3W, I.M., McClain County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northeast corner of the NW¹/₄ of Sec. 16, T8N, R3W, I.M.; Thence S00° 14'20"E along the East line of said NW¹/₄ , a distance of 1498.80 feet to the Southeast corner of Lot 3 of Block 3 of LANDRUN Addition Sec. II, said point being the POINT OF BEGINNING; Thence S00° 14'20"E continuing along said East line of NW¹/₄, a distance of 412.84 feet; Thence S89° 45'40"W a distance of 1107.00 feet; Thence N00° 14'20"W a distance of 9.00 feet; Thence S89° 45'40"W a distance of 214.24 feet; Thence N00° 14'34"W a distance of 286.17 feet to the Southwest corner of Lot 15, Block 1, Landrun Addition Sec. I; Thence N20° 58'59"E a distance of 40.58 feet to the Southwest corner of LANDRUN ADDITION Sec. II; Thence N89° 45'40"E along the South line of said LANDRUN ADDITION Sec. II, a distance of 210.57 feet; Thence N00° 14'20"W along the East side of Boomer Avenue of said LANDRUN ADDITION Sec. II, a distance of 43.00 feet; Thence N89° 45'40"E along the South line of said LANDRUN ADDITION Sec. II, a distance of 921.00 feet; Thence N00° 14'20"W along the East side of Landrun Ave. of said LANDRUN ADDITION Sec. II, a distance of 36.84 feet to the Southwest corner of Lot 3, Block 3 of said LANDRUN ADDITION Sec. II; Thence N89° 45'40"E along the South line of said Lot 3, Block 3 of LANDRUN ADDITION Sec. II, a distance of 175.00 feet to the POINT OF BEGINNING;

EXHIBIT D

LANDRUN SECTION IV

A Tract of land lying in the Northwest Quarter (NW $\frac{1}{4}$) of Sec. 16, T8N, R3W, I. M., McClain County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northeast corner of the NW $\frac{1}{4}$ of Sec. 16, T8N, R3W, I.M.; Thence S00° 14'20" E along the East line of said NW $\frac{1}{4}$, a distance of 1911.65 feet to the Southeast corner of Lot 3 of Block 9 of LANDRUN ADDITION SEC. III, said point being the POINT OF BEGINNING; Thence S00° 14'20"E, along said East line of said NW $\frac{1}{4}$, a distance of 328.00 feet; Thence S89° 45'40"W a distance of 188.00 feet; Thence S00° 14'20"E a distance of 44.00 feet; Thence S89° 45'40"W a distance of 1133.28 feet; Thence N00° 13'58"W a distance of 381.00 feet to the Southwest corner of Lot 3, Block 7, LANDRUN ADDITION SEC. III; Thence N89° 45'40"E, along the South line of said Lot 3, a distance of 203.24 feet; Thence N89° 45'40"E, along the South line of said LANDRUN ADDITION SEC. III, a distance of 11.00 feet; Thence S00° 14'20"E, continuing along the centerline of Boomer Avenue as shown on plat of said LANDRUN ADDITION SEC. III, a distance of 9.00 feet; Thence N89° 45'40"E, continuing along the South line of said LANDRUN ADDITION SEC. III, a distance of 1107.00 feet to the POINT OF BEGINNING;

EXHIBITE

LANDRUN SECTION V

A Tract of land in the West Half (W¹/₂) of Sec. 16, T8N, R3W, I.M., McClain County, Oklahoma, being more particularly described as follows:

BEGINNING at the SE Comer of Lot 3, Block 11 of LANDRUN ADDITION SEC. IV, filed in the McClain County Courthouse in Book 2213, Page 776, Thence S00° 14'20"E a distance of 375.00 feet; Thence S89° 45'40"W a distance of 175.00 feet; Thence S00° 14'20"E a distance of 41.00 feet; Thence S89° 45'40"W a distance of 963.00 feet; Thence N00° 14'20"W a distance of 41.00 feet; Thence S89° 46'02"W a distance of 203.36 feet; Thence N00° 13'28"W a distance of 330.98 feet; Thence N89° 45'40"E a distance of 1133.28 feet; Thence N00° 14' 20"W a distance of 44.00 feet; Thence N89° 45'40"E a distance of 188.00 feet to the POINT OF BEGINNING;

EXHIBITE

LANDRUN SECTION VI

A Tract of land in the West Half (W½) of Sec. 16, T8N, R3W, I.M., McClain County, Oklahoma, being more particularly described as follows:

BEGINNING at the SE Comer of Lot 6, Block 11 of LANDRUN ADDITION SECTION V, filed in the McClain County Courthouse in Book 2291, Page 464; Thence S00° 14'20"E a distance of 28.82 feet to a point on the quarter section line; Thence S00° 14'20"E a distance of 308.07 feet; Thence S89° 45'40"W a distance of 175.00 feet; Thence S00° 14'20"E a distance of 51.71 feet; Thence S89° 45'40"W a distance of 943.00 feet; Thence N00° 14'20"W a distance of 50.79 feet; Thence S89° 45'40"W a distance of 203.40 feet; Thence N00° 13'56"W a distance of 308.00 feet to a point on the quarter section line; Thence N00° 13'56"W a distance of 29.23 feet to the Southwest comer of Lot 9, Block 13 of LANDRUN ADDITION SECTION IV; Thence N89° 46'02"E a distance of 203.36 feet, along the South boundary of LANDRUN ADDITION SECTION V; Thence S00° 14'20"E a distance of 41.00 feet, along the South boundary of LANDRUN ADDITION SECTION V; Thence N89° 45'40"E a distance of 943.00 feet, along the South boundary of LANDRUN ADDITION SECTION V; Thence N00° 14'20"W a distance of 41.00 feet, along the South boundary of LANDRUN ADDITION SECTION V; Thence N89° 45'40"E a distance of 175.00 feet, along the South boundary of LANDRUN ADDITION SECTION V; which is the POINT OF BEGINNING;

EXHIBITG

LANDRON SECTION VU

BEGINNING at the SE Comer of Lot 8, Block 11 of LANDRUN ADDITION SECTION VI, filed in the McClain County Courthouse in Book 2291, Page 464; Thence S00° 14'20"E a distance of 353.30 feet; Thence S89° 43'19"W a distance of 1321.44 feet; Thence N00° 13'56"W a distance of 353.29 feet; Thence N89° 45'40"E a distance of 203.40 feet, along the south side of LANDRUN ADDITION SECTION VI; Thence S00° 14'20"E a distance of 50.79 feet, along the south side of LANDRUN ADDITION SECTION VI; Thence N89° 45'40"E a distance of 943.00 feet, along the south side of LANDRUN ADDITION SECTION VI; Thence N00° 14'20"W a distance of 51.71 feet, along the south side of LANDRUN ADDITION SECTION VI; Thence N89° 45'40"E a distance of 175.00 feet, along the south side of LANDRUN ADDITION SECTION VI to the POINT OF BEGINNING, said tract having an area of 9.608 acres, more or less;

EXHIBITH

BOARD RESOLUTION RATIFYING AMENDED DECLARATION

WHEREAS, the Association, through the Board of Directors, submitted to the Members the proposed amended CC&R and By-Law documents for vote from February 15, 2022 to February 28, 2022.

WHEREAS, the Members of the Association approved, by at least a ½ vote, the proposed amended documents as submitted.

WHEREAS, the Board of Directors officially certified the results of the voting on this day, the __ of March, 2022, as follows:

Paper Proxy Ballots:

- 1) Yes - 44
- 2) No - 1

Landron Website Digital Ballots:

- 1) Yes - 71
- 2) No - 6
- 3) Duplicate - 1. Counted paper ballot which arrived first. Same vote on both ballots.

FINAL TALLY OF VOTES:

- 1) Yes - 114@ 78.1 %
- 2) No - 7 @ 4.8%
- 3) Did Not Vote - 25@ 17.1%
- 4) Total eligible voters - 146

BE IT RESOLVED: The approval of amended documents is hereby adopted as acknowledged above. The foregoing resolution, together with the names and addresses of Members voting for and against the amendment, as well as addresses that did not vote, have been entered in full in the minutes of the Board of Directors from March 2022.