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**DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR THE WILLOWS ADDITION**

THIS DECLARATION, made this 3rd day of March, 2004 by PHS Development, L.L.C., an Oklahoma limited liability company, hereinafter called "Declarant "

P.O. Box 7027  
Moore, Ok 73153

WITNESSETH,

WHEREAS, Declarant is the owner of certain property herein called the "Existing Property," in Cleveland County, State of Oklahoma, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, Declarant desires to create a residential community on the Existing Property, and has reserved on the plat of the Existing Property two lakes, and installed other improvements thereon for the benefit of said community.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in such community and for the maintenance and improvement of said lake(s) and pond(s) therein on the Existing Property and other facilities now existing or hereafter erected as described on the plat of the Existing Property and, to this end, desires to subject the Existing Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, herein sometimes collectively referred to as the "covenants and restrictions," each and all of which are for the benefit of such property and each owner thereof, and,

WHEREAS, Declarant has deemed it desirable, for the foregoing purposes, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created, and,

WHEREAS, Declarant has therefore incorporated under the laws of the State of Oklahoma, as a non-profit corporation, THE WILLOWS HOMEOWNERS ASSOCIATION, for the purpose of exercising the functions aforesaid;

AND DECLARANT FURTHER DECLARES that the Existing Property, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth, which shall run with such real property and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof and such owner's heirs, devisees, personal representatives, trustees, successors, and assigns, such covenants and restrictions being hereby imposed upon such real property and every part thereof as a servitude in favor of each and every other party thereof as the dominant tenement.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- 1.1 "The Properties" shall mean the "Existing Property" described in the preamble, above, and such additional real property as may hereafter be brought within the jurisdiction of the Association.
- 1.2 "Lot" shall mean those tracts of land so designated on any recorded subdivision plat of The Properties, and any additional parcels that may be from time to time annexed to the existing plat(s) and Association.
- 1.3 "Street" shall mean any street, cul-de-sac, alley, land, driveway, avenue, boulevard, court, circle, place, manor, terrace or other road intended for automobile traffic, as shown on any recorded subdivision plat of The Properties.
- 1.4 "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the main residence which it serves, and shall include, but not be limited to, outbuildings, cabanas. No greenhouses shall be allowed upon the properties.
- 1.5 "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.
- 1.6 "Owner" shall mean the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure, nor shall such term include any other person who has an interest merely as security for the performance of an obligation.
- 1.7 "Association" shall mean and refer to THE WILLOWS HOMEOWNERS ASSOCIATION.
- 1.8 "Board" shall mean the Board of Directors of the Association.
- 1.9 "Articles" shall mean The Articles of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma, as such Articles may from time to time be amended.

- 1.10 "By-Laws" shall mean the By-Laws of the Association which are or shall be adopted by the Board as such. By-Laws may from time to time be amended.
- 1.11 "Rules" shall mean the rules of the Association adopted by the Board, as they may be in effect from time to time pursuant to the provisions hereof.
- 1.12 "Architectural Committee" shall have the meaning specified in Section 5.1 below.
- 1.13 "Visible From Neighboring Property" shall mean, as to any given object, that such object is visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.
- 1.14 "Declarant" shall mean PHS Development, L.L.C.
- 1.15 "Building Limit Line" shall mean the line so designated on the plat. No building or structure will be allowed to be constructed between this line and the property line.
- 1.16 "Dwelling Unit" shall mean any portion of a building situated upon the lot designed and intended for use and occupancy as a residence by a single family. A single family shall mean one or more persons each related to the other by blood, marriage, adoption, or a group of not more than three (3) persons not also related, who maintain a common household in a residence.
- 1.17 "Open Space" shall mean the open space(s), lake(s) and the land area surrounding same, and the walking trails, as designated on the recorded subdivision plat of The Properties and more particularly described on Schedule B attached.
- 1.18 "Lakes(s)" shall mean any lake, pond or body of water described on the plat and constructed prior to or after the filing of the Declaration.
- 1.19 "Lot Purchaser" shall mean the individual or group of individuals (including contract purchasers and sellers) who have purchased any lot(s) from and after the date of filing of the subject subdivision plat.
- 1.20 "Maintenance" shall include repair and replacement, as needed, as well as such other duties, including irrigation, as the Association may determine necessary or appropriate.

ARTICLE II

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PROPERTY RIGHTS IN THE OPEN SPACES

Section 2.1 Members' Easements of Enjoyment. Subject to the provisions of Section 2.3, every Member shall have a right and easement of enjoyment in and to the Common Spaces, which shall be appurtenant to and shall pass with the title to every Lot

Section 2.2 Title to. Declarant may retain the legal title to the Common Spaces until such time as the Declarant has sold all lots owned by it. At such time, Declarant shall convey the title of the Common Spaces to the Association free and clear of all liens and encumbrances, except easements, water rights and oil, gas or other minerals not previously conveyed.

Section 2.3 Limitations Upon Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

2.3.1 The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Spaces, and in aid thereof to mortgage the Common Spaces, provided, however, that any such mortgage shall provide that in the event of a default, the mortgagee's rights thereunder as to the Common Spaces shall be limited to a right, after taking possession thereof, and without changing the character thereof, to charge admission and other fees as a condition to continued enjoyment by the Members until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored.

2.3.2 Except as provided in Section 2.3.1 above, the right of the Association to take such steps as are reasonably necessary to protect the Common Spaces against foreclosure, and

2.3.3 The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member in and to the Common Spaces for any period during which any assessment remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its published Rules, and,

2.3.4 The right of the owner of the legal title to the Common Spaces to convey to any public agency, authority, or utility, easements for drainage or underground utility purposes across any part of the Common Spaces, provided that the proposed design and location of each such drainage and underground utility facility be first submitted in writing to and approved by the Architectural Committee, and further provided that the Architectural Committee's approval shall be in writing, and may be qualified upon the satisfaction of specified conditions.

2.3.5 The right of the Association to dedicate or convey the Common Spaces to which it has acquired legal title to any Public agency, authority, or utility for such purposes, other than those specified in Section 2.3.4 above, and subject to such conditions as may be agreed to by the Members, provided that no such dedication or conveyance by the Association shall be effective unless approved by the affirmative vote in person or by written proxy of two-thirds (2/3) of all Members, and unless written notice of the proposed dedication or conveyance and of the meeting at which approval therefor will be sought is sent to every Member at least thirty (30) days in advance of such meeting.

Section 2.4 Delegation of Use. Any Owner, in accordance with the By-Laws, may delegate his right of enjoyment of the Common Spaces to the members of his family, his tenants or contract purchasers who reside on such Owner's Lot.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 3.1 Membership. Every Purchaser of a Lot (hereinafter called "Lot Purchaser") and the Declarant shall be a Member (herein called "Member") of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.2 Voting Rights of Lot Purchasers. All Lot Purchasers shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any 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.

Section 3.3 Voting Rights of Declarant. The Declarant shall be entitled to ten (10) votes for each Lot in which the Declarant owns an interest in any lots contained within the preliminary plat.

### ARTICLE IV

#### ASSESSMENTS

Section 4.1 Covenant for Assessments. Each Lot Purchaser of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association, (1) annual maintenance assessments, and (2) special assessments for capital improvements. Both of said assessments shall be established and collected as hereinafter provided. Such assessments shall be charges upon and shall be continuing liens upon the property against which each such assessment is made, paramount and superior to any homestead or other exemption provided by law, and shall also be the personal obligation of the person who was the Lot Purchaser of such property at the time when the assessment fell due all as is more particularly provided in Section

4.7 and 4.8. The Declarant shall be specifically excluded from the duties to pay said assessments set out above.

Section 4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in The Properties and for the improvements and maintenance of the following: Common Spaces, Private Access Easement Areas, including, without limitation, the lakes located thereon, and all lighting installed by Declarant on The Properties, and to pay expenses incurred by the Association in accordance with its By-Laws

Section 4.3 Basis and Maximum of Annual Maintenance Assessments.

4.3.1 Until January 1, 2005, for each Member the annual maintenance assessment shall be \$400.00.

4.3.2 From and after January 1, 2005, the annual maintenance assessment may be increased by the Board each year not more than 20% above the annual maintenance assessment for the previous year without a vote of the membership, provided that from and after the same date, the annual maintenance assessment may be increased above 20% only with the consent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

4.3.3 The Board may fix the actual maintenance assessment for any such future year at a lesser amount.

Section 4.4 Special Assessments

4.4.1 In addition to the annual maintenance assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair, or replacement or capital improvement upon the Common Spaces, gates and lighting installed by Declarant on The Properties, including fixtures and personal property related thereto.

4.4.2 All special assessments shall be established as a percentage of the actual annual maintenance assessment established for the same year, to be levied in addition thereto, and such percentage shall be the same for all assessed Lots, provided that special assessments shall never exceed fifty percent (50%) of the actual annual maintenance assessments for the same year and must receive the assent of either (a) as to proposed special assessments which do not exceed twenty-five percent (25%) of the actual annual maintenance assessment, two thirds (2/3) of the votes of Members who are voting in person or by written proxy at a meeting duly called for

that purpose, or (b) nine tenths (9/10) of such votes as to proposed special assessments in excess of such twenty five percent (25%).

Section 4.5 Notice and Quorum for Any Action Authorized Under Sections 4.3.2 and 4.4.2.

Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3.2 or 4.4.2, shall be sent to all Members not less than ten (10) days and not more than sixty (60) days in advance of the meeting, and shall be posted in a conspicuous manner at both of the gates entering the properties. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the Members present at the subsequent meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.6 Date of Commencement of Assessments, Due Date.

4.6.1 The annual assessments provided for herein shall commence as to each Lot on the first day of the second calendar month following the date on which the plat of The Properties is filed of record in the office of the County Clerk of Cleveland County, Oklahoma. Assessments in the first year shall be prorated to January 1 of the following year. Thereafter, annual assessments shall be due per calendar year no later than February 1 of that year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of the due date of each annual assessment (by January 1), and shall at that time prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection (by appointment) by any Owner. Written notice of the assessment shall be sent to every purchaser of a lot subject thereto. The Association shall, upon demand at any time, furnish to any Lot Purchaser liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A charge of 3% of the annual assessment shall be made by the Board for the issuance of these certificates.

Section 4.7 Effect of Nonpayment of Assessments, Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the then current per annum prime rate of the Arvest Bank, Moore, Oklahoma, plus 4%, and the Association may bring an action at law against the Lot Purchaser personally obligated to pay the same or foreclosure of the lien against the property, and there shall be added to the amount of the delinquent assessment the costs of preparing the petition or complaint in this action. Any judgment thereafter obtained shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Lot Purchaser may

waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Spaces or by the abandonment of his Lot.

Section 4.8 Subordination of the Lien to Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any Lot being assessed. Sale or transfer of any Lot shall not affect the assessment lien, provided that the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but further provided that no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.9 Exempt Property. The Common Spaces, all properties owned by Declarant, all properties dedicated to and accepted by a local Public authority and devoted to Public use, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Oklahoma shall be exempt from the assessments created herein, provided, however, that no land or improvements devoted to dwelling use shall be exempt from such assessments.

Section 4.10 Duties of the Board. With respect to assessments, the Board shall:

4.10.1 Cause this Association to prepare and maintain a roster of Lots, and the lot purchasers thereof, the assessments applicable thereto, if any, and the status of the payment thereof, which shall be kept by the Association's treasurer and which shall be open to inspection by any Member, at reasonable times and upon reasonable notice, and,

4.10.2 Upon demand, and pursuant to the terms of Section 4.6 above, the Association shall furnish to any lot purchaser liable for an assessment a certificate in writing signed by an officer of the Association, stating whether said assessment has been paid, or, if being paid in installments, whether payments are current. Such certificate shall be conclusive evidence of payment of any assessment or installment thereof which is therein stated to have been paid.

## ARTICLE V

### ARCHITECTURAL CONTROL

Section 5.1 Review of Plans. No residence, home, building, fence, well, walk, driveway or other structure or improvements, including landscaping retaining walls or other structures to be used for control of erosion and exterior lighting fixtures, shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein, be made until two (2) copies of the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the "Architectural Committee" which shall, as used herein, mean either (a) the Declarant so long as the Declarant is an



Owner, or (b) thereafter, the Board or a committee composed of three (3) or more representatives appointed by the Board. Said two (2) sets of plans, specifications, etc., shall be in writing, shall be submitted to the Architectural Committee and shall be date stamped upon receipt, and the Owner shall be furnished with documentation showing the date of said submission and receipt. Said Plans and Specifications shall be approved in writing, qualified upon the satisfaction of specified conditions, or rejected within thirty (30) days of the date received and reflected by the date stamp thereon. The Architectural Committee shall retain one (1) copy of all such plans and specifications, and shall return one (1) copy to the Owner

Section 5.2 Fees. No fee shall ever be charged by the Architectural Committee or by the Association for the review specified in Section 5.1 or for any waiver or consent provided for herein.

Section 5.3 Proceeding with Work. Upon receipt of approval as provided in Section 5.1, the Owner shall, as soon as is practicable, satisfy all conditions of such approval, if any, and proceed with the approved work. Unless such work commences within six months from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 5.1. Said work shall be completed within one (1) year after a purchase of any lot within the subdivision. However, the Declarant reserves the right to grant to any Owner an extension of time in excess of said one (1) year upon good cause being shown.

***All homes within the properties shall be built by experienced and qualified builders; and such builders must be designated as a builder/member by the Central Oklahoma Homebuilders Association, the Moore Homebuilders Association or the Norman Homebuilders Association.***

Section 5.4 Liability of Committee. Neither the Architectural Committee, nor any member, employee, or agent thereof, shall be liable to anyone submitting plans for approval, or to any other party by reason of mistake in judgment, negligence, or non-feasance, arising out of or in connection with the approval, disapproval or failure to approve any such plans or for any other action in connection with its or their duties hereunder.

## ARTICLE VI

### EXTERIOR MAINTENANCE, SECURITY AND ACCESS

Section 6.1 Owner's Responsibility. Each Owner shall be responsible for the exterior and interior maintenance upon such Lot, and said Owner shall keep the roofs, gutters, down-spouts, lawns and plantings on the Lot and to the adjacent street(s) in good repair and condition at all times. Further, each owner shall maintain his or her home, grounds, and yard consistent with community wide standards and all applicable covenants and Use Restrictions.

In addition to any other enforcement rights provided for in the Covenants and Restrictions, if an Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred in accordance with Section 6.2. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

**Section 6.2 Board's Right - Special Assessments.** In the event any Owner, in the opinion of the Board, has failed to maintain the exterior of the home, fence, structure or building on his Lot as aforesaid, the Board shall give the Owner notice in writing of the deficiencies in maintenance or care of said property. The Owner shall have thirty (30) days within which to cure the said deficiencies in maintenance or care. Should the Owner fail to cure the deficiencies in maintenance or care within thirty (30) days, the Board shall be authorized to have the work performed by a competent, independent contractor at the expense of the Owner. A sum equal to twenty percent (20%) of the actual cost of the said contractor's work shall be added and charged to the owner to cover the administrative expense of the Board. In such event, at the conclusion of the performance of the work, the Board shall notify the Owner of the cost of performing the work, and if the Owner does not pay the Association within thirty (30) days, said cost and twenty percent (20%) administrative fee shall be deemed an unpaid special assessment under Article IV hereof and shall be a lien on the property and subject to all collection rights therein provided.

**Section 6.3 Access at Reasonable Hours.** For the sole purpose of performing the exterior maintenance authorized by this article, the Association, through its duly authorized agents or employees, shall have the right after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day, except Sunday or a legal holiday.

**Section 6.4 Fencing.** All fencing installed, maintained, or replaced upon any Lot within the Properties shall be of materials which blend and harmonize with the residences in the development and are approved by the Architectural Committee. Such fence shall not exceed eight (8) feet in height. Two (2) copies of any Plans for any such fence shall be submitted to the Architectural Committee for approval prior to construction. The Owner(s) of any lots along the exterior boundaries of the properties upon which security fences have been erected shall be required to maintain, repair and replace said fencing at their own cost when necessary.

No fences may be constructed on the front portion of any Lot within this subdivision between the front Lot line and the front building set back line. Further, no corner lots may be fenced beyond the front or side building setback line. As to any Lots bordering, adjoining or abutting the lake(s), as well as the first seventy five (75) feet of fencing on the side Lot line(s) extending from the lake(s), shall be constructed of black painted wrought iron, four (4) feet in height, in a style approved in writing prior to construction by the Architectural Committee. It is the intent of the Declarant to maintain the scenic beauty of the lake(s) for the benefit of all Lot owners within the Properties.

**Section 6.5 Security Gates.** The Properties are hereby declared a restricted/no access gated community. Electric gates shall be installed and maintained across any and all streets, drives or boulevards accessing said Properties. Said gates may be left open during certain daylight hours to be determined by the Declarant so long as it owns any lots within the Properties. Access to The Properties shall be provided to the police and fire departments and any other necessary public entities. *However, for a period of five years from the date hereof, Declarant reserves the right to declare that the Properties may be converted to a semi-private access gated community, and the gates shall then remain open between dawn and dusk each day.*

Section 6.6 Private Exterior Gates and Access Prohibited. Each owner and their guests must utilize only those streets, roadways and entrances to the properties as are shown on the recorded subdivision plat. No gates, streets, roads or openings granting access to the exterior of the subdivision or to any adjoining or adjacent properties will be tolerated.

## ARTICLE VII

### GENERAL RESTRICTIONS

Section 7.1 Land Classification. All Lots within the Properties are hereby classified as Single-Family lots, i.e., each Lot shall be used exclusively for single family residential purposes and for the exclusive use and benefit of the Owner thereof. No gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any residence or Detached Structure located thereon. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all the terms and provisions hereof, and to the Rules.

Section 7.2 Signs, Billboard, and Detached Structures. No signs or billboards will be permitted upon the Common Spaces or upon any Lot, except signs advertising the sale or rental of a Lot or Lots which do not exceed five (5) square feet in area may be placed upon a Lot which is for sale or rent; provided, however, that this restriction shall not apply to the Declarant, nor shall this restrict the right of the Declarant to construct entrance gateways and permanent signs identifying the development.

Detached Structures other than the garage erected as part of the original construction shall not be allowed on any Lot without prior written approval of the Architectural Committee. No Detached Structure shall be used as a residence or living quarters. All approved detached structures must be of the same design and materials as the main residence. All detached structures must be placed in the rear yard of the residence and be behind a six foot sight proof fence. No metal buildings shall be allowed anywhere on the properties. Further, there shall be erected **NO** detached structures of any type on lots which border, abut or adjoin any lake(s) within the properties.

Section 7.3 Landscaping. Solid slab grass sod shall be installed upon front and side yards of all Lots prior to occupancy. All owners must preserve all existing trees as much as possible to every practical extent. All owners must provide at least two (2) trees of at least three (3) inches caliber, measured six (6) inches from ground level, (either existing or to be planted) in the area between the building line and the street right-of-way. Corner Lots must have four (4) trees, two (2) on each street. Trees must be of a deciduous or evergreen variety. If said trees die, they must be replaced within thirty (30) days by the property owner, or the Homeowners Association at its discretion may replace the trees and the cost thereof be paid to the Homeowners Association upon demand and until paid, such cost shall constitute a lien against the Lot. Trees and shrubbery cannot be placed on any Lot so as to block or obstruct the view of the lake by adjoining property owners. Further, no landscaping over twenty four inches (24") in height shall be planted or maintained upon a corner lot which landscaping could in any way block or obstruct the view of a motorist or interfere with the sight triangle of any roads or streets.

Each Purchaser of a Lot within the Properties shall keep all shrubs, trees, grass and plantings of every kind on his Lot, including set back areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area, including a portion of the Common Spaces, located between the boundary line of his Lot and the street or other property (public or private) on which such Owner's Lot abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material; and shall take appropriate steps to prevent and retard erosion of such Owner's Lot, including, but not limited to, maintenance of any drainage and environmental easement which may exist on a portion of such Lot; any obligation whatsoever to make any Improvements or provide utilities or other facilities beyond those which exist in The Willows as of the date a Purchaser acquires a Lot. Declarant makes no warranties (implied or otherwise) regarding any Improvements in The Willows but assigns to the Association all warranties (if any) made by third parties which respect to Improvements.

**Section 7.4 Lot Upkeep.** Each Owner of a Lot shall keep the Lot in presentable condition or the Association may, at its discretion, mow such area, trim trees, repair fences, remove trash or refuse and, if necessary, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as if provided elsewhere herein with respect to other assessments and shall bear interest at the rate provided in Section 4.7 hereof. There shall be added to the actual cost of the work an amount equal to 20% of the cost of said maintenance or repairs to cover the administration expense of the Association, and which sums shall be paid to the Association.

**Section 7.5 Drainage, Erosion.** Drainage as originally established in the development plan for The Properties shall be maintained by the owner.

Each Owner of a Lot shall take all steps necessary to prevent the erosion of said Lot including, but not limited to, the planting and maintaining of grass or ground cover or the construction of retaining walls. Further, each owner of a lot which adjoins or is adjacent to a lake shall take actions and perform all maintenance work necessary to control erosion, including, but not limited to, the planting and maintaining of grass, shrubbery or ground cover and the construction and installation of landscape timbers and retaining walls. All retaining walls and landscape timbers must be approved in writing by the Architectural Committee prior to construction.

**Section 7.6 Animals.** No animals, fish, or reptiles, other than a maximum of two dogs and two cats, shall be maintained on any Lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No pet(s) shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. No Pit Bull dogs, Rottweilers, Pit Bull Terriers, and no mixed breed dogs containing any quantum of blood or relationship to said breeds shall be allowed on The Properties. When outdoors in the Properties, all pets shall be on a leash or shall be restrained by a fence or other suitable device. Further, when walking a dog or dogs within the Properties, the owner of said dog(s) shall be responsible for immediately cleaning up and removing any feces left by said dog(s).

**Section 7.7 Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

Section 7.8 No Vehicles Beyond 25 Foot Building or Setback Line. No automobile, truck, trailer, motor home, boat or other vehicle of any nature shall ever be temporarily or permanently parked or located or otherwise maintained, repaired or serviced, for a period of more than 24 hours, forward of the 25 foot front set-back restrictions set forth above. This provision shall not prohibit parking personal vehicles on the driveway for the purpose of ingress or egress of the owner or owners, guests or invitees to the dwelling located on any Lot.

No recreational vehicles, trucks in excess of 3/4 ton, work trucks or work vans bearing a company logo or markings may be left on driveways or upon any Lots with the properties. Such vehicles will be allowed so long as they are at all times kept within a closed garage or approved outbuilding.

Section 7.9 Clothes Drying Facilities and Air Conditioners. No outside clothes drying facility or window-type air conditioner shall be visible from neighboring property.

Section 7.10 Treehouses, Platforms, and Antennae. No treehouses, platforms in trees, or other similar structures or equipment shall be visible from neighboring property. No radio or television antennae, transmitters or satellite dishes shall be erected on any Lot except in the location and subject to a design approved in advance by the Architectural Committee.

Section 7.11 Mail Boxes. Declarant is not responsible for mail service to The Properties. All mail boxes must be constructed of brick or natural stone. The location and design of mail boxes shall be approved in advance by the Architectural Committee.

Section 7.12 Garbage Cans. All garbage cans are to be fully screened from view from streets and shall not be Visible From Neighboring Property except during collection times and then only for the shortest time necessary to effectuate said collection.

Section 7.13 Size and Location of Dwellings. No dwelling shall be erected on any of said lots which has a living area of less than 2200 square feet for a one story dwelling, nor less than 1850 square feet of living area on the ground floor and a total of not less than 2500 square feet of living area for a dwelling of more than one story, not including garages or porches.

No dwelling will be located on any Lot less than 25 feet from the front lot line or less than 30 feet from the back lot line or nearer to the side street line than the Building Limit Line shown on the recorded plat. No dwelling, detached buildings or out buildings shall be located nearer than fifteen (15) feet to a side lot line. All dwellings will face the front of the Lot. In the case of corner Lots, the dwelling may face the street on the side of the Lot. No dwelling will exceed two stories in height.

Section 7.14 Garages, Carports and Approach. All structures must be so situated that parking space for at least three (3) automobiles will be available on a paved surface, and a minimum of a three (3) car garage will be constructed with each dwelling unit. No carports will be allowed. No garage shall be used or converted into a residence living or for any use other than as a garage.

Garages shall be constructed so that the garage doors face the rear or side of the Lot, and they shall not face any street(s) within the Properties. However, the Architectural Control Committee may grant exceptions as to the location of garages if the dimensions of the Lot is 80'x120' or less.

All homes shall be constructed with garage approaches constructed of concrete (or dyed asphalt stamped with a pattern) of at least twenty four (24) feet in length. The remaining portion of the driveway from garage approach to road easement shall be of concrete.

Section 7.15 Easements. The Declarant reserves the right to locate, construct, erect, and maintain, or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as easements, sewer and other pipelines, conduits, poles and wires, and any other method of conducting or performing any public utility or quasi-public utility function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

Easements for installation and maintenance of utilities, pipelines and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible and except for the Common Spaces and the Private Access Easement Areas, which are to be maintained by the Association.

Section 7.16 Storage of Fluids. No tank for the storage of oil or other fluids may be maintained above or under the ground on any Lot.

Section 7.17 Vacant Lots. No trash, ashes, grass clippings or other refuse may be thrown or dumped on any vacant Lot.

Section 7.18 Drilling Prohibited. No drilling or exploration for oil, gas, water or other minerals shall be permitted unless approved by Declarant.

Section 7.19 Tree Removal. No trees are to be removed from The Properties without the written consent of the Architectural Committee, provided, however, that any tree for which written permission to remove is obtained must be replaced with a new tree on the Lot.

Section 7.20 Temporary Residences. No trailer, mobile home, tent, shack, stable, barn or other outbuilding shall be used as a temporary or permanent residence. No structure may be removed from another area and relocated or reconstructed on a lot. All dwellings shall be constructed of new materials. Move-in houses, which includes factory built homes, modular homes, trailer houses, or prefabricated houses shall not be permitted. The intent of this covenant is to restrict the use of The Property to private site-built structures.

**Section 7.21 Materials and Construction** No building materials will be placed on any Lot until construction is to begin on such Lot and construction of any structure will be completed within one (1) year from the date of purchase of said Lot. All outside walls of dwellings will be constructed of at least ninety percent (90%) brick or masonry. The exterior of all residences must be constructed of all natural materials, king size or modular brick or natural stone. No man made or artificial stone will be allowed within the Properties. The exterior walls of all dwellings must be constructed with six inches (6") dropped brick or masonry ledges and excavated footings in areas where exterior concrete will adjoin brick or masonry. No part of any foundation, stemwall or formed concrete shall be exposed to sight. Roofing materials will consist only of thirty (30) year laminated dimensional shingles or better, or other material specifically approved in writing by the Architectural Committee. All roofs must have a minimum 9/12 pitch. All vent pipes will be of minimum height and will be of such material or color to harmonize with the roof.

**Section 7.22 Water Well Approval** No private water well shall be drilled on any lot in The Properties unless and until said well is approved by the Declarant, the City of Moore, the County Engineer of Cleveland County, Oklahoma, and the State Health Department. All such wells shall be operated, maintained, repaired and replaced in compliance with the requirements of the State Health Department of the State of Oklahoma. Said water wells may only be used for irrigation purposes and not for household use.

**Section 7.23 Boat Docks and Boats** No boat docks, fishing docks or piers may be constructed or maintained by any Lot Owner. The Association shall have the sole right to construct and maintain any said docks.

No boats in excess of fourteen feet (14') in length may be used or operated on any pond(s) or lake(s) within The Properties. The use or operation of gasoline or electric powered motors is strictly prohibited upon any pond(s) or lake(s) within The Properties. All boats shall be powered by oars or paddles. All boats shall be operated according to all applicable Oklahoma laws, rules and regulations. No boat of any type shall be left on any lake, pond, or Common Spaces for a period in excess of twelve (12) hours.

**Section 7.24 Boats, Trailers or Motorhomes** Boats, trailers, motorhomes, or other recreational vehicles may not be parked, kept or maintained on any street or driveway within the Properties. They may be kept on the premises, provided they are concealed within the residence garage or an approved outbuilding which is located behind the Front or Side Building Limit Lines. They shall be totally concealed from the street and the lake(s), may not be visible from neighboring property and shall not block or obstruct the view of the lake by adjoining property owners. Commercial vehicles, except for pickup trucks, are prohibited.

**Section 7.25 Junkyard/Automobile Repair Operations Prohibited** No owner may maintain a junk yard, automobile repair operation or any accumulation of building materials on any of The Properties.

**Section 7.26 Noxious Trades Prohibited** No noxious or offensive trade or activity shall ever be conducted on any of The Properties nor shall anything ever be done thereon, which may be or become an annoyance or nuisance to the neighborhood.

Section 7.27 Firearms/Fireworks. No person shall discharge any type of firearm or set off any fireworks anywhere within said properties for any reason.

Section 7.28 Solar Equipment. No solar energy devices or equipment shall be allowed on the exterior of any structure, unless the installation of same shall have been approved by the Architectural Control Committee.

Section 7.29 Pool Equipment. No swimming pool equipment, including piping, pumps and heaters shall be visible from any neighboring property.

## ARTICLE VIII

### EXPANSION OF THE PROPERTIES

Section 8.1 Expansion by the Declarant. Declarant may from time to time, subject to the provisions of this Declaration, expand all or any portion of any Real Property, adjacent to, near to or adjoining the property described in Exhibit "A" by filing a Supplemental Declaration in the Official Records describing the additional property to be subjected. A Supplemental Declaration shall not require the consent of any Person except the owner of such property, if other than Declarant.

Declarant's right to expand the community pursuant to this Section shall expire when all property described on Exhibit "A" has been subjected to this Declaration or twenty (20) years after the recording of this Declaration in the Public Records, whichever is earlier. Until then, Declarant may transfer or assign this right to any person who is the developer of at least a portion of the Real Property described in Exhibit "A." Any such transfer shall be memorialized in a written, recorded instrument executed by Declarant. Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration or to develop any property not described in Exhibit "A" in any manner whatsoever.

Section 8.2 Additional Covenants and Easements. Declarant may subject any portion of the Properties to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through Neighborhood Assessments. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. If the property is owned by someone other than Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

Section 8.3 Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Article shall be effective upon recording in the Public Records unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration,



any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

#### ARTICLE IV

##### SPECIAL RIGHTS RESERVED TO THE DECLARANT

Section 9.1 Withdrawal of Property. Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant to this Article, without prior notice and without consent of any Person, for the purpose of removing property then owned by Declarant, its affiliates, or the Association from the coverage of this Declaration, to the extent originally included in error or as a result of any changes in Declarant's plans for the Properties, provided such withdrawal is not materially adverse to the overall, uniform scheme of development for the Properties.

Section 9.2 Construction of Improvements. Declarant and its employees, agents, and designees shall have a right and easement over and upon all of the Common Spaces for the purpose of making, constructing, installing, modifying, expanding, replacing, and removing such improvements to the Common Spaces as it deems appropriate in its sole discretion as long as Declarant owns any property described in Exhibit "A."

Section 9.3 Right To Use Common Spaces. Declarant and its designees may maintain and carry on upon portions of the Common Spaces such facilities and activities as, in the sole opinion of Declarant, may be required, convenient, or incidental to the construction or sale of Lots, including, *but not limited to, business offices, signs, model homes, and sales offices.* Declarant and designees shall have easements for access to and use of such facilities.

Declarant and its designees, during the construction of the Properties adjacent to any Common Spaces, may use such Common Spaces for temporary storage and for facilitating construction on adjacent property. The user of such Common Spaces will return the Common Spaces to the condition it was in prior to its use. If Declarant use under this section results in additional costs to the Association, Declarant shall reimburse the Association for such costs, but Declarant shall not be required to pay any use fees, rent, or similar charges for its use of the Common Spaces pursuant to this Section.

Declarant and its employees, agents, and designees shall also have a right and easement over and upon all of the Common Spaces for the purpose of making, constructing, and installing such improvements to the Common Spaces as it deems appropriate in its sole discretion.

Section 9.4 Use of the Name "The Willows". No person shall use the name "The Willows" or any derivative, or any other term which Declarant may select as the name of this development or any component thereof, in any printed or promotional material without Declarant's prior written consent. However, Owners may use the words "The Willows" in printed or promotional matter solely to specify that particular property is located within the Properties, and the Association shall be entitled to use the words "The Willows" in its name. Any use of the name "The Willows" shall be in a manner which protects the proprietary rights to such name.

Section 9.5 Right To Transfer or Assign Declarant Rights. Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the By-Laws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the By-Laws. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Official Records.

## ARTICLE X

### GENERAL PROVISIONS

Section 10.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.2 Term and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is filed of record, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the then Owners of ninety percent (90%) of the Lots, and thereafter by an instrument signed by the then Owners of seventy-five percent (75%) of the Lots. To become effective, any such amendment must be recorded.

Section 10.3 Rearranging, Re-Subdivision or Replatting. No rearranging, re-subdividing or replatting of the Existing Property shall occur, except with the written consent of the Declarant.

Section 10.4 Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, The Properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, The Properties, rights and obligations of another association may, by operation of law, be added to The Properties, rights and obligations of the surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, modification or addition to the covenants established by this Declaration in regard to The Properties.

Section 10.5 Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect the remaining provisions which shall remain in full force and effect.

Section 10.6 Right to Assign. The Declarant, by an appropriate instrument or instruments, may assign or convey to any person or persons any or all of the rights, reservations, assessments and privileges herein reserved by Declarant, and upon such may, at their option, exercise, transfer or

assign such rights, reservations, assessments, and privileges or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 4th day of March, 2004.

DECLARANT: PHS Development, L.L.C., an Oklahoma limited liability company

BY: [Signature]  
Steve Shawn - Member/Manager

BY: [Signature]  
Craig Parker - Member/Manager

BY: [Signature]  
Marvin Haworth - Member/Manager

STATE OF OKLAHOMA )  
COUNTY OF CLEVELAND ) ss.

The foregoing instrument was acknowledged before me this 4th day of March 2004, by Steve Shawn, Craig Parker and Marvin Haworth, on behalf of said limited liability company

[Signature]  
Notary Public



My Commission Expires:

10-13-06

**EXHIBIT "A"**  
**SHEET 20 of 21**

**LEGAL DESCRIPTION**  
**THE WILLOWS ADDITION**  
**SINGLE FAMILY**  
**MOORE, OKLAHOMA**

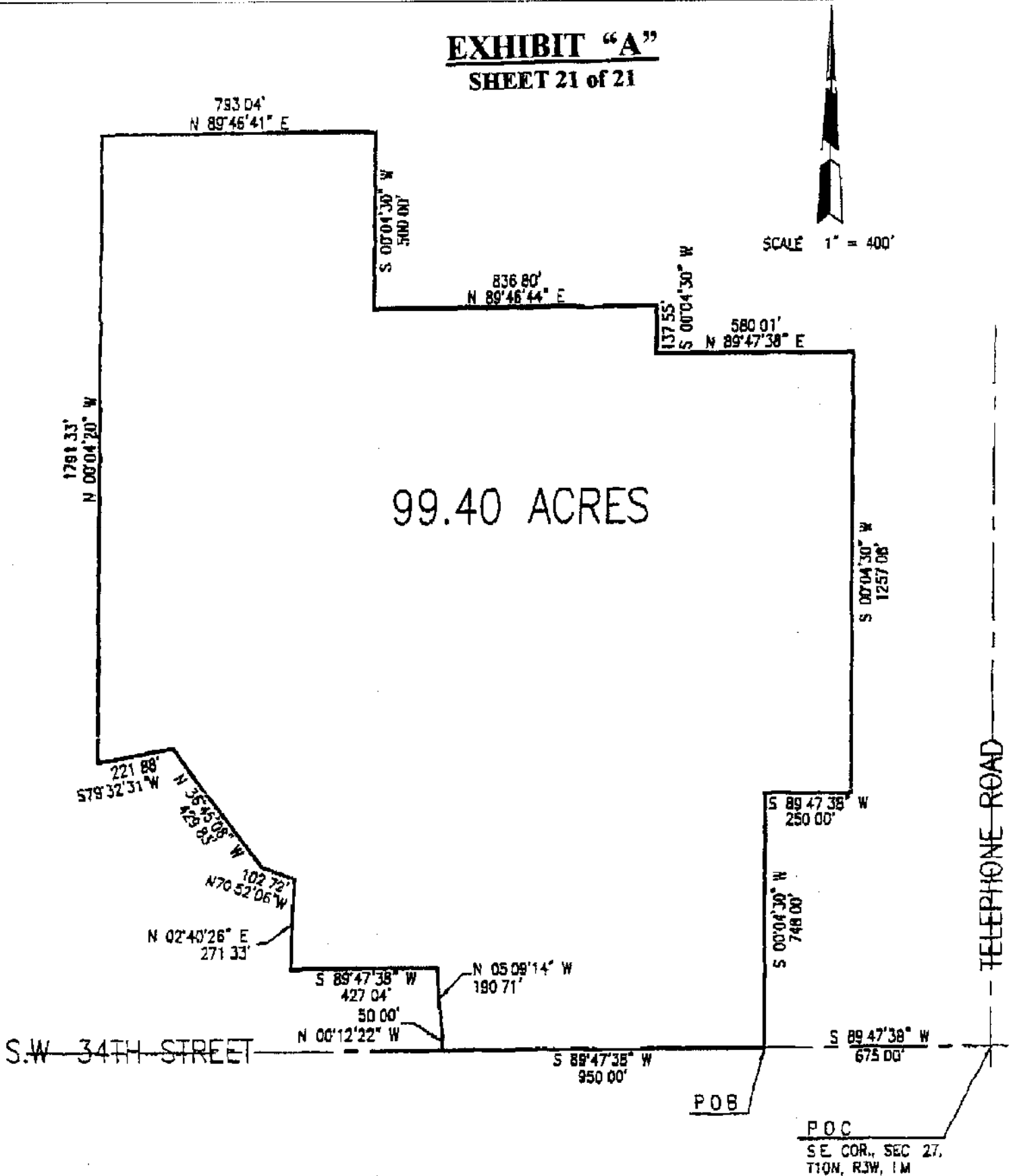
A tract of land being a part of the Southeast Quarter (SE/4) of Section 27, T10N, R3W, of the Indian Meridian, in the City of Moore, Cleveland County, Oklahoma, and being more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 27; THENCE South 89°47'38" West along the South line of said Section 27 a distance of 675.00 feet to the POINT OF BEGINNING;

THENCE continuing South 89°47'38" West along said South line a distance of 950.00 feet; THENCE North 00°12'22" West a distance of 50.00 feet to a point on the North right-of-way line of S.W. 34<sup>th</sup> Street; THENCE North 05°09'14" West a distance of 190.71 feet; THENCE South 89°47'38" West a distance of 427.04 feet; THENCE North 02°40'26" East a distance of 271.33 feet; THENCE North 70°52'06" West a distance of 102.72 feet; THENCE North 36°45'08" West a distance of 429.83 feet; THENCE South 79°32'31" West a distance of 221.88 feet; THENCE North 00°04'20" West a distance of 1791.33 feet; THENCE North 89°46'41" East a distance of 793.04 feet; THENCE South 00°04'30" West a distance of 500.00 feet; THENCE North 89°46'44" East a distance of 836.80 feet; THENCE South 00°04'30" West a distance of 137.55 feet; THENCE North 89°47'38" East a distance of 580.01 feet; THENCE South 00°04'30" West a distance of 1257.08 feet; THENCE South 89°47'38" West a distance of 250.00 feet; THENCE South 00°04'30" West a distance of 748.00 feet to the POINT OF BEGINNING.

Said tract contains 99.40 acres more or less.

**EXHIBIT "A"**  
**SHEET 21 of 21**



Doc#: R 2005 1485  
Bk&Pg: RB 3943 710-711  
Filed: 01-12-2005 CAV  
10:00:47 AM RT  
Cleveland County, OK

15/1

**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WILLOWS ADDITION SECTION 2**

WHEREAS, on the 8<sup>th</sup> day of December, 2004, PHS Development, L.L.C., an Oklahoma limited liability company, filed of record a certain Declaration of Covenants and Restrictions for Willows Addition Section 2 to Moore, Cleveland County, Oklahoma, recorded in Book 3784 at Page 1455, of the records of the County Clerk for Cleveland County, Oklahoma.

WHEREAS, pursuant to Article 10.2 of said Declaration of Covenants and Restrictions for The Willows Addition Section 2, 90% or more of the lot owner(s) of the lots within The Willows Addition Section 2 desire to amend said Declaration of Covenants and Restrictions insofar as they affect all of said The Willows Addition Section 2.

Thus, for the purposes of providing an orderly development of said property and for the further purpose of providing adequate restrictive covenants for the mutual benefit of said owners and their successors in title to The Willows Addition Section 2, the undersigned as owners of 90% or more of the lots in said addition, hereby amend the said existing Declaration of Covenants and Restrictions for said addition as follows:

NEW: Article 4.3.4 Street Maintenance Fund. From and after January 1, 2005, the Board of Directors of The Willows Addition Homeowners Association shall open, fund and maintain a separate bank account(s) known as The Willows Addition Homeowners Association Street Maintenance Fund. The Board shall pay over and deposit twenty five per cent (25%) of all annual maintenance assessments received from Lot Owners within The Willows Addition (all Sections) into The Willows Addition Homeowners Association Street Maintenance Fund. Said funds shall be segregated from all other maintenance funds and shall be used solely to repair or replace any and all streets, roads, and related items or structures.

AGREED TO AND EXECUTED this 8<sup>th</sup> day of December, 2004, by 90% or more of the Lot Owners in The Willows Addition Section 2 to Moore, Cleveland County, Oklahoma.

**OWNERS OF 90% OF ALL LOTS:**

**PHS DEVELOPMENT, L.L.C.**  
an Oklahoma Corporation

By:   
Marvin Haworth-Member/Manager

**RENAISSANCE CUSTOM HOMES, LLC.**

BY: *Charles B...*  
- Member/Manager

**PARSA INVESTMENTS, L.L.C.**  
an Oklahoma Limited Liability Company ,

BY: *Rahim Hashem...*  
- Member/Manager

**J.W.MCBRIDE, INC.,**  
an Oklahoma Corporation

BY: *J.W.M.C.B.*  
- President

**PERKINS CONSTRUCTION, L.L.C.**  
an Oklahoma Limited Liability Company

BY: *Geeth Ann Perkins*  
- Member/Manager

**L.G. FINE HOMES, L.L.C.**  
an Oklahoma Limited Liability Company

BY: *[Signature]*  
- Member/Manager

STATE OF OKLAHOMA )  
COUNTY OF CLEVELAND) ss.

The parties set out above acknowledged to me that they executed the foregoing document this 8th,  
September, 2004.

*Neil P. McGuffee*  
Notary Public

My Commission Expires: 9/1/2005  
Commission No. 01012140

Return: Neil McGuffee, Atty  
209 SW 89th St, F  
Oklahoma City, Ok 73137

MIB

**SUPPLEMENT TO SECTION 7.10 OF THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WILLOWS ADDITION**

WHEREAS, on March 3, 2004, PHS Development, L.L.C. filed a certain Declaration of Covenants and Restrictions for The Willows Addition to Moore, Cleveland County, Oklahoma, recorded in Book 3784 at Pages 1455-1475.

To comply with 47 C.F.R. §1.400, a Federal Communications Commission (FCC) rule which governs Over-The-Air Reception Devices (OTARD), Section 7.10 of the said Covenants and Restrictions for the Prairie View Addition is hereby supplemented as follows:

**New Section 7.10 Tree-houses, Platforms, and Antennae.** No tree-houses, platforms in trees, or other similar structures or equipment shall be visible from neighboring property. No radio or television antennae shall be erected on any Lot except in the location and subject to a design approved in advance by the Architectural Committee.

**New Section 7.10(a) Satellite Dishes.** Satellite dishes less than one meter (39.37") in diameter shall be allowed within the The Willows Addition only if the Association is notified before installation. Further, said satellite dish shall be placed in a location not visible from the street and not visible from neighboring properties, so long as such placement does not prevent the reception of an acceptable quality signal or impose unreasonable expense or delay upon the property owner desiring to install the satellite dish. Any property owner claiming that placement of such satellite dish in compliance with this section does not allow an acceptable quality signal or creates an unreasonable expense or delay must establish said fact(s) to the reasonable satisfaction of The Willows Homeowners Association or file an action for Declaratory Judgment pursuant to rules published by the Federal Communications Commission.

This Supplement is executed this 17<sup>th</sup> day of April 2008, by the Manager of PHS Development, L.L.C. and the president of The Willows Homeowners Association in order to ensure compliance with F.C.C. rules and regulations.

THE WILLOWS HOMEOWNERS ASSOCIATION

Mc Guffee & Gooden  
209 SW 89th St Ste F  
OKLA, 73139

By: Marvin Haworth  
Marvin Haworth, President

PHS DEVELOPMENT, L.L.C.

By: Marvin Haworth  
Marvin Haworth, Manager

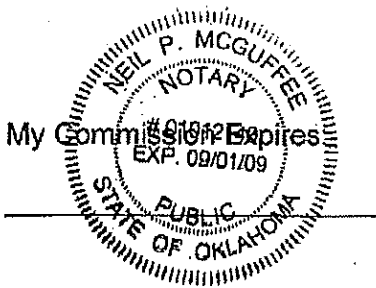


STATE OF OKLAHOMA )  
 )  
COUNTY OF CLEVELAND ) ss.

Before me, the undersigned, a Notary Public in and for said County and State on this 17<sup>th</sup> day of April, 2008, personally appeared Marvin Haworth, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of The Willows Homeowners Association and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Neil P. McGuffee  
Notary Public

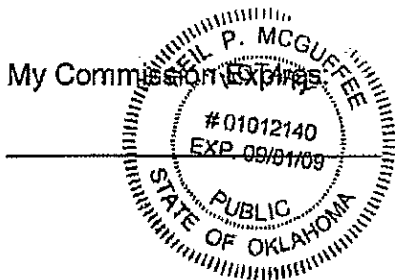


STATE OF OKLAHOMA )  
 )  
COUNTY OF CLEVELAND ) ss.

Before me, the undersigned, a Notary Public in and for said County and State on this 17<sup>th</sup> day of April, 2008, personally appeared Marvin Haworth, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Manager of PHS Development, L.L.C. and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Neil P. McGuffee  
Notary Public



Doc#: R 2009 43586  
Bk&Pg: RB 4685 867-868  
Filed: 11-06-2009 CJM  
04:33:46 PM RT  
Cleveland County, OK

**FRD  
15.00**  
**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR THE WILLOWS ADDITION SECTIONS 2,3,4,5 & 6  
AS WELL AS ANY RESIDENTIAL SECTIONS SUBSEQUENTLY ADDED THERETO**

WHEREAS, on the 4<sup>th</sup> day of March 2004, Declarant, PHS Development, L.L.C., an Oklahoma limited liability company, filed of record a certain Declaration of Covenants and Restrictions for Willows Addition Section 2 (as well as any subsequent sections added thereto), to Moore, Cleveland County, Oklahoma, recorded in Book 3784 at Page 1455, of the records of the County Clerk for Cleveland County, Oklahoma.

WHEREAS, pursuant to Article 10.2 of said Declaration of Covenants and Restrictions, the undersigned Declarant, PHS Development, L.L.C., the owner of more than 90% of the voting interests covering the lots described within the Final Plats and the Preliminary Plat of The Willows Addition, desires to amend said Declaration of Covenants and Restrictions insofar as they affect all of the existing residential sections of The Willows Addition, as well as any residential sections subsequently added thereto.

This Amendment is made in an effort to avoid the need for sizeable increases in annual assessments or the implementation of ongoing special assessments to meet the existing requirement to pay and deposit 25% of all annual assessments into a separate Street Maintenance Fund. Thus, all provisions relating to the requirement to deposit 25% of all annual assessments into a Street Maintenance Fund shall be deleted from the Declaration of Covenants and Restrictions covering all existing residential sections of the said The Willows Addition, as well as any residential sections subsequently added thereto. However, in order to fund necessary repairs to the private roads within the addition, the Homeowners Association shall deposit all excess funds available at year end into a bank account maintained specifically for street maintenance expenses. **NOTE-THIS AMENDMENT DOES NOT IN ANY WAY AFFECT THE REQUIREMENT THAT ALL LOT/HOME OWNERS WITHIN THE WILLOWS, BY AND THROUGH THE WILLOWS HOME OWNERS ASSOCIATION, ARE REQUIRED TO PRIVATELY MAINTAIN ALL ROADS WITHIN THE WILLOWS ADDITION (ALL RESIDENTIAL SECTIONS) SO AS TO ALLOW REASONABLE ACCESS TO ALL OWNERS, THEIR GUESTS, AS WELL AS ALL GOVERNMENTAL OR EMERGENCY VEHICLES.**

Thus, for the purposes of providing an orderly development of said property and for the further purpose of providing adequate restrictive covenants for the mutual benefit of said owners and their successors in title to the existing residential sections of The Willows Addition, and any residential sections subsequently added thereto, the undersigned Declarant, PHS Development, L.L.C., the owner of more than 90% of the voting interests covering the lots described within the Final Plats and the Preliminary Plat of The Willows Addition, hereby amends the existing Declaration of Covenants and Restrictions for said addition as follows:

Thus, **Article 4.3.4 Street Maintenance Fund** is deleted in its entirety, i.e.:

**DELETED:** *Article 4.3.4 Street Maintenance Fund. From and After January 1, 2005, the Board of Directors of the Willows Addition Homeowners Association shall open, fund and*

*maintain a separate bank account(s) known as The Willows Addition Homeowners Association Street Maintenance Fund. The Board shall pay over and deposit twenty five percent (25%) of all annual maintenance assessments received from Lot Owners within The Willows Addition (all Sections) into The Willows Addition Homeowners Association Street Maintenance Fund. Said funds shall be segregated from all other maintenance funds and shall be used solely to repair or replace any and all streets, roads, and related items or structures.*

**AGREED TO AND EXECUTED** this 30th day of October, 2009, by Declarant, PHS Development, L.L.C., the owner of more than 90% of the voting interests covering the lots described within the Final Plats and the Preliminary Plat of The Willows Addition to Moore, Cleveland County, Oklahoma.

**PHS DEVELOPMENT, L.L.C.**  
an Oklahoma limited liability company

By: *Marvin Haworth*  
Marvin Haworth-Member/Manager

STATE OF OKLAHOMA            )  
COUNTY OF CLEVELAND        )        ss.

On this 30th day of October, 2009, the parties set out above acknowledged to me that they executed the above and foregoing instrument.

*P. Phillips*

My Commission Expires: May 23rd 2012

My Commission No.: 08005129



Doc#: R 2010 15206  
Bk&Pg: RB 4744 494-495  
Filed: 05-14-2010 CJM  
01:25:08 PM RT  
Cleveland County, OK

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WILLOWS ADDITION SECTION 2 (All Residential Sections)**

FA 15.00

10

**WHEREAS**, on the 4<sup>th</sup> day of March 2004, Declarant, PHS Development, L.L.C., an Oklahoma limited liability company, filed of record a certain Declaration of Covenants and Restrictions for Willows Addition Section 2 (as well as any subsequent sections added thereto), to Moore, Cleveland County, Oklahoma, recorded in Book 3784 at Page 1455, of the records of the County Clerk for Cleveland County, Oklahoma.

**WHEREAS**, pursuant to Article 10.2 of said Declaration of Covenants and Restrictions, the undersigned Declarant, PHS Development, L.L.C., the owner of more than 90% of the voting interests covering the lots described within the Final Plats and the Preliminary Plat of The Willows Addition, desires to amend said Declaration of Covenants and Restrictions insofar as they affect all of the existing residential sections of The Willows Addition, as well as any residential sections subsequently added thereto.

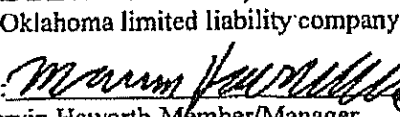
**NEW: Section 10.1 Enforcement.** The Association, or any Owner, shall have the right to enforce, by self-help or by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Notwithstanding anything to the contrary herein contained, the Association may enforce any provision of this Declaration by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking restrictions or rules and regulations).

The Association shall indemnify every officer, director and committee member of said Association to the full extent permitted by law. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director or committee member may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation. The officers, directors and committee members of the Association shall have no personal liability with respect to any actions, contracts or other commitments made or action taken in good faith on behalf of the Association.

**AGREED TO AND EXECUTED** this 13<sup>th</sup> day of May, 2010, by Declarant, PHS Development, L.L.C., the owner of more than 90% of the voting interests covering the lots described within the Final Plats and the Preliminary Plat of The Willows Addition to Moore, Cleveland County, Oklahoma.

After Recording,  
Return To:  
The Willows HOA  
P.O. Box 7027  
Moore, OK 73153

**PHS DEVELOPMENT, L.L.C.**  
an Oklahoma limited liability company  
By:   
Marvin Haworth-Member/Manager