SUPPLEMENTARY DECLARATION FOR
HALLBROOKE ADDITION SECTION 1 P.U.D.

This Supplementary Declaration is made and entered into this __ day of __, 2006, by Hallbrooke Development Group HP, L.L.C., an Oklahoma limited liability company, hereinafter referred to as “Declarant”.

WITNESSETH

1. Recitations. On or about November 27, 2002, Declarant executed an Owner’s Certificate Dedication and Reservations for Hall Park Seventh Addition (“Declaration”). The Declaration was filed on December 6, 2002, in Book 3517 at Page 696 in the Office of the County Clerk of Cleveland County, Oklahoma.

On or about November 29, 2002, Declarant executed the Hall Park Property Owners’ Association Certificate of Incorporation (the “Certificate”). The Certificate was filed with the Oklahoma Secretary of State on December 2, 2002, and on December 6, 2002, was filed of record in Book 3517 at Page 687 in the Office of the County Clerk, Cleveland County, Oklahoma. On August 29, 2003, the Hall Park Property Owners’ Association changed its name to Hallbrooke Property Owners’ Association (“Association”) by filing an Amended Certificate of Incorporation with the Oklahoma Secretary of State.

On or about __September 13, 2004__ , the Certificate was further amended, as provided for in Article VII of the Certificate, by execution of the Second Amendment to Hallbrooke Property Owners’ Association Certificate of Incorporation (the “2nd Amendment”). The 2nd Amendment was filed on __September 14, 2004__ with the Oklahoma Secretary of State and on __September 14, 2004__ with the County Clerk of Cleveland County, Oklahoma, in Book __3890__ at Page __234-239__.

The Certificate in Article IX provides that Declarant may annex additional land adjacent to the Subdivision (as defined in the Certificate and Declaration) by the filing of a Supplementary Declaration in order to extend the development scheme to the adjacent property. Declarant’s General Plan (as defined in the Certificate) shows that the adjacent property described on Exhibit “A” hereto (the “Additional Property”) is a part of this general development. Declarant has platted the Additional Property as Hallbrooke Addition Section 1 P.U.D. in accordance with the ordinances of the City of Norman.

Declarant intends to create within Hallbrooke Addition Section 1 P.U.D., an extension of the residential community existing in the Subdivision, which will be maintained for the benefit of those living within the Subdivision, the Additional Property and any other property which is included therein by the filing of additional Supplementary Declarations.

Declarant further intends to extend the scheme of voting rights contained in the Certificate to the Additional Property and to provide that all persons owning lots within Hallbrooke Addition Section 1 P.U.D. shall be members of the Association, and the lots within
Hallbrooke Addition Section 1 P.U.D. shall be subject to the terms and conditions of the Certificate. Declarant further intends to file an Owner’s Certificate, Dedication, Reservations and Grant of Easements for Hallbrooke Addition Section 1 P.U.D. providing for protective covenants relating solely to Hallbrooke Addition, leaving the covenants and restrictions in the Declaration to apply only to Hallbrooke Seventh Addition.

3. Supplementary Declaration. Declarant hereby extends the scheme of development contained in the Certificate, including without limitation, the voting rights, to the Additional Property and the Additional Property shall be held, transferred and acquired subject to the provisions of the Certificate. The Common Areas described in the Owner’s Certificate, Dedication, Reservations and Grant of Easements for Hallbrooke Addition Section 1 P.U.D. contain a description of the Common Areas added to the development scheme in accordance with the General Plan, which Common Areas are to be maintained by the Association.

4. Protective Covenants. The Covenants and Restrictions applicable to the Additional Property shall not, however, be those set forth in the Declaration, but shall be in accord with the Owner’s Certificate, Dedication, Reservations and Grant of Easements for Hallbrooke Addition Section 1 P.U.D. filed contemporaneously herewith.

5. Effective Date. From and after the filing of this Supplementary Declaration for Hallbrooke Addition Section 1 P.U.D. in the Office of the County Clerk of Cleveland County, Oklahoma, the Additional Property shall be entitled to all of the benefits of, and shall be subject to all of the restrictions imposed in, the Certificate.

IN WITNESS WHEREOF, the Declarant has executed this Supplementary Declaration for Hallbrooke Addition the day and year first above written.

“DECLARANT”

HALLBROOK DEVELOPMENT GROUP LP, L.L.C.

By: Russell L. Bates, III, Manager
ACKNOWLEDGMENT

STATE OF OKLAHOMA  )  )
COUNTY OF CLEVELAND  )  SS:

This instrument was acknowledged before me this ______ day of ______, 2008, by Russell L. Bates, III, as Manager of Hallbrooke Development Group HP, L.L.C., an Oklahoma limited liability company.

[Signature]
Sharman Williams
Notary Public

My Commission Expires: 01-28-08

[Seal]

1364998 v2 WORD
EXHIBIT “A”

LEGAL DESCRIPTION
HALLBROOKE ADDITION SECTION 1 P.U.D.

Being a Part of the N.E. 1/4, SECTION 21, T9N, R2W, of the INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, More Particularly described as follows:

COMMENCING at the Northeast (N.E.) corner of said N.E. 1/4; THENCE North 89°06'18" West, and along the north line of said N.E. 1/4, a distance of 1927.37 feet to the POINT OF BEGINNING.

THENCE South 00°53'42" West a distance of 50.00 feet to a point on the south right-of-way line of Rock Creek Road; THENCE South 45°53'42" West a distance of 35.36 feet; THENCE South 07°19'13" West a distance of 93.84 feet; THENCE South 00°53'42" West a distance of 49.77 feet to a point of curvature; THENCE around a curve to the left having a radius of 125.00 feet (said curve subtended by a chord which bears South 24°13'45" East a distance of 106.14 feet) and an arc length of 109.62 feet; THENCE South 49°21'11" East a distance of 8.77 feet; THENCE North 85°38'49" East a distance of 35.36 feet; THENCE South 49°21'11" East a distance of 50.00 feet; THENCE South 04°19'03" East a distance of 35.36 feet to a point on a curve; THENCE around a curve to the right having a radius of 455.00 feet (said curve subtended by a chord which bears South 45°47'42" East a distance of 45.86 feet) and an arc length of 45.86 feet to a point of continuing curvature; THENCE around a curve to the right having a radius of 1217.94 feet (said curve subtended by a chord which bears South 41°58'34" East a distance of 39.56 feet) and an arc length of 39.56 feet; THENCE North 40°38'49" East a distance of 142.50 feet; THENCE North 84°19'51" East a distance of 40.19 feet; THENCE South 89°06'18" East a distance of 309.38 feet; THENCE South 28°28'55" West a distance of 120.72 feet; THENCE South 34°06'05" East a distance of 275.83 feet to a point on a curve; THENCE around a curve to the right having a radius of 650.00 feet (subtended by a chord which bears South 71°32'51" West a distance of 184.05 feet) and an arc length of 184.05 feet; THENCE South 79°41'13" West a distance of 325.44 feet; THENCE South 65°31'18" West a distance of 60.00 feet to a point on a curve; THENCE around a curve to the left having a radius of 360.00 feet (subtended by a chord which bears South 30°02'18" East a distance of 82.25 feet) and an arc length of 82.43 feet to a point of reverse curvature; THENCE around a curve to the right having a radius of 400.00 feet (subtended by a chord which bears South 28°08'05" East a distance of 117.74 feet) and an arc length of 117.17 feet; THENCE South 19°40'16" East a distance of 29.09 feet; THENCE South 52°47'06" West a distance of 50.31 feet; THENCE South 70°19'44" West a distance of 182.50 feet; THENCE South 72°37'37" West a distance of 87.38 feet; THENCE South 81°19'21" West a distance of 85.40 feet; THENCE South 89°05'34" West a distance of 91.73 feet; THENCE South 90°00'00" West a distance of 85.52 feet; THENCE North 00°00'00" West a distance of 152.53 feet; THENCE North 83°39'14" East a distance of 111.06 feet; THENCE North 39°08'13" East a distance of 145.16 feet; THENCE North 78°52'23" East a distance of 126.72 feet; THENCE North 41°33'50" East a distance of 85.68 feet; THENCE North 47°15'58" East a distance of 66.99 feet to a point on a curve; THENCE around a curve to the right having a radius of 360.00 feet (subtended by a chord which bears North 09°55'30" West a distance of 16.67 feet) and an arc length of 16.67 feet to a point of reverse curvature; THENCE around a curve to the left having a radius of 385.00 feet (subtended by a chord which bears North 22°57'42" West a distance of 196.75 feet) and an arc length of 197.81 feet to a point of continuing curvature; THENCE around a curve to the left having a radius of 1157.94 feet (subtended by a chord which bears North 40°06'27" West a distance of 113.09 feet) and an arc length of 113.14 feet to a point of continuing curvature; THENCE around an arc to the left having a radius of 395.00 feet (subtended by a chord which bears North 46°07'47" West a distance of 44.42 feet) and an arc length of 44.44 feet; THENCE North 49°21'11" West a distance of 131.50 feet to a point of curvature; THENCE around a curve to the left having a radius of 210.00 feet (subtended by a chord which bears North 59°23'04" West a distance of 73.16 feet) and an arc length of 73.53 feet to a point of reverse curvature; THENCE around a curve to the right having a radius of 220.00 feet (subtended by a chord which bears North 66°51'30" West a distance of 19.64 feet) and an arc length of 19.64 feet to a point of reverse curvature; THENCE around a curve to the left having a radius of 210.00 feet (subtended by a chord which bears North 76°54'57" West a distance of 91.73 feet) and an arc length of 92.48 feet; THENCE North 00°28'08" East a distance of 50.00 feet to a point on a curve; THENCE around a curve to the left having a radius of 125.03 feet (subtended by a chord which bears North 69°46'11" East a distance of 90.17 feet) and an arc length of 92.25 feet to a point of continuing curvature; THENCE around a curve to the left having a radius of 100.00 feet (subtended by a chord which bears North 21°33'01" East a distance of 91.05 feet) and an arc length of 94.53 feet; THENCE North 05°31'49" West a distance of 35.78 feet; THENCE North 44°06'18" West a distance of 35.36 feet to a point on the south right-of-way line of Rock Creek Road; THENCE North 00°53'42" East a distance of 50.00 feet to a point on the north line of said N.E. 1/4; THENCE South 89°06'18" East, and along the north line of said N.E. 1/4 a distance of 135.00 feet to the POINT OF BEGINNING.

Containing 9.13 acres, more or less.
CERTIFICATE

STATE OF OKLAHOMA

COUNTY OF CLEVELAND

Tracy Bates, being first duly sworn upon oath, certifies that:

1. She is the duly elected, qualified and acting Secretary of Hallbrooke Property Owners' Association (the "Association").

2. In accordance with Article XII of the Certificate of Incorporation of the Association, the Second Amendment to Hallbrooke Property Owners' Association Certificate of Incorporation (attached hereto as Exhibit A) was approved by ninety percent (90%) of the Members of the Association, and has been filed in the office of the Secretary of State of the State of Oklahoma.

Executed at Norman, Oklahoma, this 23rd day of September, 2004.

Tracy Bates

Subscribed and sworn to before me this 13th day of September, 2004.

Norman Wilkerson
Notary Public

My commission expires:
Commission No. 1-28-01

137255 vs Word
SECOND AMENDMENT TO HALLBROOKE PROPERTY OWNERS' ASSOCIATION CERTIFICATE OF INCORPORATION

This Second Amendment to Hallbrooke Property Owners' Association Certificate of Incorporation is executed this ___ day of ___ , 2004, by Hallbrooke Property Owners' Association ("Association").

WITNESSETH:

1. Recitations. On or about December 2, 2002, Hallbrooke Development Group HP, L.L.C. ("Hallbrooke") filed the Hallbrooke Property Owners' Association Certificate of Incorporation (the "Certificate") with the Oklahoma Secretary of State. The Certificate was filed on December 6, 2002, in the office of the County Clerk of Cleveland County, Oklahoma. On August 29, 2003, the Certificate was amended to change the name of the Association to its present name.

The Association has voted to amend the Certificate further in accordance with Article XII of the Certificate.

Capitalized terms in this Second Amendment shall have the meaning attributed to them in the Certificate.

2. Amendment. The Certificate is amended as follows:

2.1 Common Areas. The following shall be included in the Certificate as Section 4.3 (v):

"All property denominated as Common Areas in the Owners' Certificate Declaration, Reservations and Grant of Easements of property to which the development scheme contained in the Declaration has been extended by the filing of a Supplementary Declaration as provided in the Certificate."

2.2 Lot. The definition of Lot in Section 4.5 of the Certificate is deleted and the following is inserted in its stead:

4.5 "Lot" shall mean those tracts of land so designated on the plat of any Property.

2.3 Article V. Article V is modified as follows:

(a) The initial maximum annual assessment as provided in Article V(iii) shall be increased at the time the Community Center shown on the General Plan is constructed and the plat of the Property containing the Community Center is filed of record. The amount
of such assessment shall be determined by the Board of Directors of the Association, but shall not exceed $1$ per year. The assessment for Class C Members shall be the same as for Class A and Class B Members.

(b) The following paragraph is added to Article V as the third paragraph of said Article V.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year, 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 upon the Common Areas; provided that any such assessment shall have the assent of at least two-thirds (2/3) of the Members pursuant to votes cast at a meeting duly called for this purpose, notice of which meeting shall be sent to all Members not less than ten (10) nor more than forty (40) days in advance of the meeting.

(c) Article V (c) is amended to change 90% to 75%.

(d) Article V (d) is modified to provide that any conveyance must first be approved by the City of Norman.

2.4 Article VII is amended to add the following paragraph.

Class C Members shall include all property owners within the boundaries of the Town of Hall Park, prior to its disincorporation, who submit application to and are accepted by the Association for limited membership in the Association. Such membership shall be limited to the usage of the Community Center, as that term is defined in the Owner's Certificate, Dedication, Reservation and Grant of Easements (Hallbrooke Section 1 P.U.D.). Class C Members have no voting rights nor will they be considered as "Members", as that term is used in this Certificate.

2.5 Article IX

(a) A copy of the General Plan is attached hereto as Exhibit A and made a part hereof by this reference.

(b) The last paragraph of Article IX is deleted and the following is inserted in its stead:

The additions authorized under this Article shall be made by filing of record a Supplementary Declaration with respect to the
additional property, which shall extend the scheme of the development proposed by this Certificate to such property. In no event shall such Supplementary Declaration revoke, modify or add to the purposes and powers of the Association established by this Certificate as to the Property covered thereby prior to such addition.

2.6 Article X is amended to change 90% to 75%.

2.7 Article XII is amended to provide that any amendment of this Certificate of Incorporation shall be by a vote of 75% of the Members or by a written document signed by Members sufficient to constitute a 75% vote of the Members.

3. Binding Effect: This Agreement shall be to the benefit of the Property and shall bind the undersigned and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to Hallbrooke Property Owners' Association Certificate of Incorporation the day and year first above written.

HALLBROOKE PROPERTY OWNERS' ASSOCIATION

By

Russell L. Bates, III, President
EXHIBIT A
TO
SECOND AMENDMENT TO HALLBROOKE
PROPERTY OWNERS' ASSOCIATION
CERTIFICATE OF INCORPORATION

GENERAL PLAN
Exhibit A

All of
HALL PARK SEVENTH ADDITION to
Hall Park, as annexed by the City of Norman, Cleveland County,
Oklahoma, according to the recorded plat thereof.
HALL PARK PROPERTY OWNERS' ASSOCIATION
CERTIFICATE OF INCORPORATION

THIS DECLARATION, made this 29 day of November, 2002, by Hallbrooke Development Group HP, L.L.C., an Oklahoma limited liability company, hereinafter referred to as “Hallbrooke”.

WHEREAS, Hallbrooke is the Owner of certain real property located in the Town of Hall Park, Cleveland County, State of Oklahoma, which is more particularly described on Exhibit “A” attached hereto and made a part hereof by this reference; and

WHEREAS, Hallbrooke has caused the above-described real property to be platted under the name of “Hall Park Seventh Addition” (the “Subdivision”), and intends to create thereon and on adjacent property, a community which provides for common upkeep of certain entrances/roads of way/medians/fences within the Property; and

WHEREAS, Hallbrooke desires to provide for the preservation of the values and amenities in said community and for the maintenance, upkeep, improvement and administration of its entrances/roads of way/medians/fences and all improvements now existing or hereafter erected thereon, and any property added to the common areas of development by Supplementary Declarations, as provided in Article IX hereof and to establish and create an entity and agency for such purpose and for the purpose of maintaining and administering the Common Areas (hereinafter defined) and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, pursuant to 60 Okla. Stat. §851 et seq. (2001), which allows the owners of property in a real estate development to form an “owner’s association” for the purpose of “providing management, maintenance, preservation and control of commonly owned areas or any portion or interest in them” and “enforcing all mutual, common or reciprocal interests in or restrictions upon all or portions of such separately owned lots, parcels or both,” Hallbrooke has incorporated under the laws of the State of Oklahoma, as a non-profit corporation, Hall Park Property Owners’ Association, for the purpose of exercising the aforementioned functions.

ARTICLE I

The name of the Association is THE HALL PARK PROPERTY OWNERS’ ASSOCIATION, a non-profit corporation (hereinafter called the “Association”).

ARTICLE II

The principal office of the Association is located at 3750 West Main, Suite AA, Norman, Oklahoma 73072, Cleveland County, Oklahoma.
ARTICLE III

Russell L. Bates, III, whose address is 3750 West Main, Suite AA, Norman, Oklahoma 73072, is hereby appointed the registered service agent of the Association.

ARTICLE IV

The following words when used in this Certificate of Incorporation or any Supplementary Declaration shall, unless the content shall prohibit have the following meanings:

4.1 "Association" shall mean and refer to HALL PARK PROPERTY OWNERS' ASSOCIATION.

4.2 "By-Laws" shall mean the By-laws of the Association which are or shall be adopted by the Board of Directors of the Association or as may from time to time be amended. Said By-Laws shall not enlarge the authority herein granted to the Association;

4.3 "Common Areas" shall mean:

(i) perimeter fences or fences around other Common Areas, if any, installed by Hallbrooke on the Properties;

(ii) the area which is not part of the Properties, but which requires maintenance as shown under the General Plan as defined in Article IX hereof;

(iii) portions of the public right-of-way that provide entrances to the Property and any common or pedestrian access areas in and surrounding the Property as shown under the General Plan as defined in Article IX hereof;

(iv) portions of the public right-of-way that border the perimeter fences as shown under the General Plan as defined in Article IX hereof.

4.4 "Declaration" shall mean the Owner's Certificate, Dedication and Reservations applicable to the Property filed by Hallbrooke with the County Clerk of Cleveland County, Oklahoma.

4.5 "Lot" shall mean those tracts of land so designated on the plat of the Property.

4.6 "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.
4.7 "Property or Properties" shall mean and refer to that certain real property described on Exhibit "A" hereof and any property added to the common scheme of development by Supplementary Declarations, as provided in Article IX hereof.

4.8 "Supplementary Declaration" shall mean a Supplementary Declaration filed under the provisions of Article IX hereof.

ARTICLE V

The Association shall not operate for pecuniary gain or profit, shall not issue capital stock, and no part of the net earnings of the Association shall inure to the benefit of any member or individual (except that reasonable compensation may be paid for services rendered), and the specific purposes for which it is formed are to provide for:

(i) the use, improvement, maintenance, operation and repair of the Common Areas as defined herein, including any improvements located thereon;

(ii) the establishment of rules and regulations for the use of the Common Areas including any improvements located thereon;

(iii) the distribution among the Owners of the Lots of the costs of the use, improvements, maintenance and repair of the Common Areas, including any improvements located thereon. Distribution of the cost to be in the form of an annual assessment established by the Association with the initial maximum annual assessment to be as follows:

Class A Member - $70.00 per year
Class B Member - $70.00 per year

The initial annual assessment will be due as determined by the Association. Each subsequent year after the initial assessment the annual assessment may be increased as determined by the Association provided any increase does not exceed ten (10%) percent above the assessment for the previous year without a vote of the membership. Any increase of the assessment above the ten percent must be approved by a majority of each Class of membership.

Notwithstanding the foregoing, monies expended by Hallbrooke prior to or during any assessment period in improving and maintaining the Common Areas or providing services which would otherwise be the responsibility of the Association shall be applied as credits to the sums otherwise owed by Hallbrooke to the Association hereunder as annual maintenance or special assessments for the same period, upon the receipt by the Association of satisfactory evidence thereof from Hallbrooke. Should the amounts so expended by Hallbrooke in any assessment period exceed the assessments against Hallbrooke for that period, the difference shall be carried over and applied as a credit or credits in the succeeding period or periods.
The lien of the assessments 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.

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 national prime rate as published by the Wall Street Journal, or its successor, plus four percent (4%), and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of the delinquent assessment the costs of preparing the petition or complaint in the 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 Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by the abandonment of his Lot.

In furtherance of these purposes, the Association (by action of its Board of Directors unless otherwise noted in this Certificate of Incorporation or in the By-Laws) shall have full power to:

(a) Exercise all of the powers and privileges reasonably necessary to carry out the foregoing purposes and to perform all of the duties and obligations of the Association as set forth in this Certificate of Incorporation or in the By-Laws as the same may be amended from time to time.

(b) Fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the By-Laws; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(c) Borrow money and, with the assent of ninety percent (90%) of the votes of each class of members of the Association, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(d) Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility subject, however, to such conditions as may be agreed to by the members.
ARTICLE VI

Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

ARTICLE VII

The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners with the exception of Hallbrooke and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but for purposes of a quorum they shall be treated as a single member. The votes for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B Member(s) shall be Hallbrooke and shall be entitled to three (3) votes for each Lot owned.

In the event additional Properties are added to the development, as provided in Article IX, Hallbrooke, as the Owner of those Lots, shall be a Class B member of those Lots until they are sold, notwithstanding the fact that all of the Lots in the Subdivision may have been sold by Hallbrooke and Hallbrooke has no vote at the time of the addition of the new Properties.

ARTICLE VIII

The affairs of this Association will be managed by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Russell L. Bates, III, 3750 West Main, Suite AA, Norman, Oklahoma 73072
Edna Maxine Bates, 3750 West Main, Suite AA, Norman, Oklahoma 73072
Tracy Bates, 3750 West Main, Suite AA, Norman, Oklahoma 73072

These Directors (herein called “Charter Directors”) shall serve until the first annual meeting of the members at which their successors are elected. In the event of death or resignation of a Charter Director during his term of office, the remaining Charter Directors shall elect a successor Charter Director to fill the unexpired term of such Charter Director.

ARTICLE IX

Hallbrooke, without the consent of the members of the Association, and notwithstanding the fact that Hallbrooke has previously sold all of the Lots in the currently platted Subdivision
may at any time within ten (10) years from this date annex additional or adjacent or abutting lands to the Properties covered by this Certificate of Incorporation. However, in order for the Properties to be eligible for annexation, they must appear on the General Plan of Development (the "General Plan") prepared prior to the sale of any Lot in the Subdivision, and made available to every purchaser at Hallbrooke's office, 3750 West Main, Suite AA, Norman, Oklahoma 73072, prior to such sale. The General Plan shall allow the proposed additions, and shall contain (i) a general indication of size and location of the additional development stages and the proposed land use in each; (ii) the approximate size and location of Common Areas proposed for each stage; and (iii) the general nature of the proposed improvements on the Common Areas. Such General Plan does not bind Hallbrooke, its successors or assigns, to make the proposed additions, or, if such additions are not made, to adhere to the General Plan in any subsequent development of the land shown thereon.

The additions authorized under this Article shall be made by filing of record a Supplementary Declaration with respect to the additional property, which shall extend the scheme of this Declaration to such property. In no event, however, shall such Supplementary Declaration revoke, modify or add to the purposes and powers of the Association established by this Declaration as to the Property covered thereby prior to such addition.

ARTICLE X

The Association may be dissolved with assent given in writing and signed by the holders of not less than ninety percent (90%) of the votes of each class of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that, acceptance of such a dedication is refused, the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE XI

The Association shall exist perpetually.

ARTICLE XII

Amendment of this Certificate of Incorporation shall require the assent of ninety percent (90%) of the members. Anything set forth above in this Article XII to the contrary notwithstanding, Hallbrooke shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Certificate of Incorporation or the Declarations, all as from time to time amended or supplemented. This unilateral right, power and authority of the Company may be exercised if and only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing
Administration or any successor agencies thereto approve the Property or any part thereof or any Lot therein for federally approved mortgage financing purposes, any amendments to this Certificate of Incorporation or the Declarations shall also require the prior consent of the agency giving such approval.

ARTICLE XIII

The names and addresses of the incorporators, being persons legally competent to enter into contracts for the purpose of forming a not-for-profit corporation pursuant to the Oklahoma General Corporation Act are listed below:

Russell L. Bates, III, 3750 West Main, Suite AA, Norman, Oklahoma 73072

Gary C. Rawlinson, 2500 South McGee Drive, Suite 140, Norman, Oklahoma 73072

Tracy Bates, 3750 West Main, Suite AA, Norman, Oklahoma 73072

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Oklahoma, the undersigned incorporators executed the Certificate of Incorporation this 29th day of November, 2002.

Russell L. Bates, III

Gary C. Rawlinson

Tracy Bates
STATE OF OKLAHOMA

COUNTY OF CLEVELAND

The foregoing instrument was acknowledged before me this 27th day of November, 2002, RUSSELL L. BATES, III, GARY C. RAWLINSON, and TRACY BATES on behalf of Hallbrooke Development Group HP, L.L.C., an Oklahoma limited liability company.

[Signature]
Notary Public

My commission expires:

[Notary Seal]
LEGAL DESCRIPTION

Being a part of the E. 1/2, Section 21, Township 9 North, Range 2 West, I.,M., Hall Park, Cleveland County, Oklahoma, and being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 1, Block B, of the filed final plat of Hall Park Sixth Addition (Book 13, Page 47); THENCE South 74°35'00" West a distance of 210.00 feet; THENCE North 15°25'00" West a distance of 309.99 feet; THENCE North 74°35'00" East a distance of 847.97 feet; THENCE North 90°00'00" East a distance of 267.25 feet to a point on the West right-of-way line of N.E. 24th Street; THENCE South 00°23'18" East, and along said West right-of-way line, a distance of 105.00 feet; Thence South 44°48'21" West a distance of 35.24 feet to a point on the North right-of-way line of Wheaton Drive; THENCE South 90°00'00" West a distance of 171.47 feet to a point of curvature; THENCE around a curve to the left having a radius of 399.40 feet (said curve subtended by a chord which bears South 82°17'30" West a distance of 107.14 feet) and on an arc distance of 107.47 feet; THENCE South 74°35'00" West a distance of 566.32 feet; THENCE South 15°25'00" East a distance of 180.00 feet to the POINT OF BEGINNING.

Containing 4.14 acres, more or less.

And also,

Being a part of the E. 1/2, Section 21, Township 9 North, Range 2 West, I.,M., Hall Park, Cleveland County, Oklahoma, and being more particularly described as follows:

BEGINNING at the northern most corner of Lot 10, Block 7, of said filed final plat of Hall Park Sixth Addition; THENCE South 36°23'00" West a distance of 110.00 feet; Thence North 53°37'00" West a distance of 20.00 feet; Thence South 36°23'00" West a distance of 180.00 feet; Thence North 53°37'00" West a distance of 215.00 feet; Thence North 36°23'00" East a distance of 270.00 feet; Thence South 53°37'00" East a distance of 235.00 feet to the POINT OF BEGINNING.

Containing 1.38 acres, more or less.

And also,

Being a part of the E. 1/2, Section 21, Township 9 North, Range 2 West, I.,M., Hall Park, Cleveland County, Oklahoma, and being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 1, Block 6, of said filed final plat of Hall Park Sixth Addition; THENCE South 15°00'00" East a distance of 280.00 feet; THENCE South 75°00'00" West a distance of 588.12 feet; THENCE South 90°00'00" West a distance of 130.96 feet; THENCE North 00°00'00" East a distance of 300.00 feet; THENCE North 90°00'00" East a distance of 168.66 feet; THENCE North 75°00'00" East a distance of 473.98 feet to the POINT OF BEGINNING.

Containing 4.45 acres, more or less.

Total Containing 9.97 acres, more or less.
OWNER'S CERTIFICATE. DEDICATION, RESERVATIONS
AND GRANT OF EASEMENTS
(HALLBROOKE ADDITION SECTION 1 P.U.D.)

STATE OF OKLAHOMA )
COUNTY OF CLEVELAND ) ss:

KNOW ALL MEN BY THESE PRESENTS

That Hallbrooke Development Group HP, L.L.C., an Oklahoma limited liability company, hereinafter referred to as "Hallbrooke", hereby certifies that it is the owner of certain real property located in the City of Norman, Cleveland County, State of Oklahoma, which is more particularly described on Exhibit "A" which is attached hereto and made a part hereof by this reference.

Hallbrooke further certifies it has caused said tract of land to be surveyed into blocks, lots and streets and has caused a plat to be made of said tract showing accurate dimensions of lots, setback lines, right of ways, widths of streets and easements for utilities. Hallbrooke hereby designates said tract of land as Hallbrooke Addition Section 1 P.U.D. (the "Subdivision") and hereby dedicates to public use the streets within the Subdivision and reserves, for installation and maintenance of utilities, certain strips of land as shown on the recorded plat. All lands so dedicated to public use are free and clear of all encumbrances.

Hallbrooke declares that the Subdivision 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 part thereof as the dominant tenement.

ARTICLE 1
DEFINITIONS

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

1.1 "Architectural Committee" shall have the meaning specified in Section 5.1 below.

1.2 "Association" shall mean and refer to Hallbrooke Property Owners' Association.

1.3 "Board" shall mean the Board of Directors of the Association.
1.4  "Bylaws" shall mean the Bylaws of the Association which are or shall be adopted by the Board as such Bylaws may from time to time be amended.

1.5  "Certificate" shall mean the Certificate of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma, and recorded in Book 3517 at Page 687 in the Office of the County Clerk of Cleveland County, Oklahoma, as amended on August 29, 2003 changing the name to Hallbrooke Property Owners' Association, and further amended on September 13, 2004 by execution of the Second Amendment to Hallbrooke Property Owners' Association Certificate of Incorporation and recorded in Book 3890 at Page 234 in the office of the County Clerk of Cleveland County, Oklahoma.

1.6  "Class C Members" shall mean the Class C Members established by the Certificate.

1.7  "Common Areas" shall mean the portion of the Subdivision described on Exhibit "B" and the Fence, the Lake, the Community Center, the Common Areas described in the Certificate, the Common Areas shown on the plat of Hall Park Seventh Addition and any property described as Common Areas in a Supplementary Declaration, to the extent that such Common Areas are constructed. Hallbrooke makes no representation or commitment that any such improvements will ever be constructed.

1.8  "Community Center" shall mean the structure located on Common Open Space shown on the Plat, including the proposed swimming pool, and other amenities, if any be constructed. Hallbrooke makes no representation or commitment that any such improvements will ever be constructed.

1.9  "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the primary structure which it serves, and shall include, but not be limited to, carports, garages, outbuildings, tool sheds, cabanas, greenhouses, and any temporary structures.

1.10  "Fence" shall mean any Fence installed by Hallbrooke within the Subdivision or within or around any other additions containing Common Areas under the control of the Association, to the extent that such Fence is constructed. Hallbrooke makes no representation or commitment that any such Fence will ever be constructed.

1.11  "Guests" shall mean persons invited by a Member or Class C Member to utilize the Community Center or the Lake.
1.12 "Lake" shall mean the storm water detention facility required by the City of Norman, which is described on Exhibit "C" hereto, which Lake will be platted in a future Hallbrooke Addition.

1.13 "Lot" shall mean those tracts of land so designated on the recorded subdivision plat of the Subdivision and excludes the Common Areas.

1.14 "Member" shall mean the Class A Members and Class B Members, as established by the Certificate.

1.15 "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.

1.15 "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.16 "Plat" shall mean the final plat of the Subdivision which is filed of record in the office of the County Clerk of Cleveland County, Oklahoma.

1.17 "Supplementary Declaration" shall have the meaning given to it in the Certificate.

1.18 "Turtle Creek Master Design Plan" shall mean the overall site plan for the Subdivision as maintained and amended from time to time by Hallbrooke and/or the Association and made available to every purchaser at Hallbrooke's office or at the Association office.

1.19 "Visible from Neighboring Property" shall mean, as to any given object, that such object is visible to a person six (6) 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.

1.20 "Visible from the Street" shall mean, as to any given object, that such object is visible to a person (6) six feet tall, standing on any street right of way within the Subdivision.

**ARTICLE II**

**COMMON AREAS AND ASSOCIATION RESPONSIBILITIES**

Section 2.1. **Title to Common Areas: Rights Reserved.** Legal title to the Common Areas, at a time determined by Hallbrooke, shall be conveyed to the Association subject to (i) easements of record or shown on the Plat, (ii) the right retained herein by Hallbrooke for access to all Lots.
containing a drainage easement, as shown on the Plat, to make improvements or changes thereto to accommodate storm water detention for the Subdivision and the adjacent development, as required by the City of Norman or deemed advisable by Hallbrooke, and (iii) the right of the Owners to use and enjoy the Common Areas as provided herein or in accordance with rules and regulations adopted by the Association.

Section 2.2. Duties of Association. The Association shall maintain, repair and to the extent deemed appropriate, improve the Common Areas in a manner which will benefit all Owners; provided, however, any Owner whose negligence contributes in any proportion to the damage caused to the Common Areas shall be solely responsible for the damage caused thereby. Association shall obtain general liability insurance of at least One Million Dollars ($1,000,000) for accidents which might occur on the Common Areas.

Section 2.3. Rights of Hallbrooke/Association. Hallbrooke reserves the right, until title is passed to the Association or until Hallbrooke is no longer a member, whichever occurs later, to convey to any public agency, authority or utility, easements for drainage or underground utility purposes across any portion of the Common Areas. Thereafter, the Association shall have this right, so long as the plans for such an easement have been approved by the Architectural Committee. The Association may not convey the Common Areas without first obtaining the written permission of the City of Norman.

Section 2.4. Fence. The Association is hereby granted an easement over and across the Lots on which any Fence is located for the purposes of repairing and maintaining the Fence. In maintaining or repairing any Fence, the Association shall use the materials, colors, etc., of the original construction by Hallbrooke. No Owner shall be permitted to remove, paint, install a gate in, attach to, penetrate or otherwise change any Fence.

Section 2.5. Usage of Common Areas. Each Member shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

2.5.1. The right of the Association, in accordance with the Bylaws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage those portions of the Common Areas to which the Association has acquired legal title; provided, however, any such mortgage shall provide that in the event of default, the mortgagee’s rights thereunder as to any of such Common Areas 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; and

2.5.2. Except as provided in Section 2.5.1 above, the right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure; and

2.5.3. The right of the Association, as provided in its Bylaws, to suspend the enjoyment right of any Member or Class C Member for any period during which any assessment
remains unpaid, and for any period not to exceed sixty (60) days for each occurrence of any infraction of its Rules; and

2.5.4. The Association shall maintain any portion of the Common Areas designated for accepting storm water drainage from the Subdivision, and property lying within the watershed of the Common Areas in accordance with the drainage plan approved by the City of Norman, and each Owner, and their agents and contractors, shall not alter the drainage from the Owner’s Lot in any way that would materially alter the drainage of the Subdivision; and

2.5.5. The right of the Association to promulgate rules and regulations governing its usage, including limitations on Guests and the charging of Members, Class C Members and Guests user fees; provided, however, (i) no swimming shall ever be permitted in the Lake; (ii) no minor under the age of fourteen (14) may use the Community Center without direct on-site supervision by an adult Member, or, in the case of a Class C Member, the direct on-site supervision of an adult Class C Member, (iii) no motors, either gas or electric, shall be permitted on any boat on the Lake unless such boat is used solely for maintenance or construction within the Lake, (iv) no boat may be stored on the Lake overnight, unless the Association elects to construct its own dock or permit an Owner to construct such improvements after prior written consent of the Association and after prior written approval of any such proposed improvements by the Architectural Committee, and (v) Hallbrooke will have the right to utilize the Community Center as a sales office at no cost in a manner it deems fit.

2.5.6. The right of the Association to charge the Members, Class C Members and Guests reasonable admission and other fees, as amended from time to time, for the use of the Community Center.

2.5.7. The right of the Association to dedicate or convey all or any part of the Common Areas to which it has acquired legal title to any public agency, authority or utility for such purposes, 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 City of Norman and the affirmative vote in person or by 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 therefore will be sought is sent to every Member at least ninety (90) days in advance of such meeting.

Section 2.6. Delegation of Use. Any Member may delegate his right of enjoyment of the Common Areas to the members of the Member's family, the Member's tenant or contract purchasers, who reside on such Member's Lot. Class C Members and their Guests may use the Community Center only as provided in the Certificate. Class C Members may delegate their right of enjoyment of the Community Center to the Class C Member's family, tenants or contract purchasers, who reside on the Class C Member's lot. With the Board's prior written approval the Community Center may be rented to other users for a fee, so long as a Member serves as a sponsor and accepts responsibility and liability for all damage caused. No further delegation of use shall be permitted and the Association may post a sign of the Common Areas accordingly.
Section 2.7. Sprinkler System, Landscaping and Monument. Any sprinkler systems, landscaping and monuments installed by Hallbrooke in the Common Areas shall be maintained and kept in a good state of repair by the Association.

ARTICLE III

MEMBERSHIP, CLASSES OF MEMBERS, AND VOTING RIGHTS

Section 3.1. Membership. Membership, Voting Rights, Assessments and procedures for meetings, notices, etc. are established by the Certificate and Bylaws.

ARTICLE IV

ASSESSMENTS

Section 4.1. Covenant for Assessments. Hallbrooke, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association assessments as provided in the Certificate, and as amended from time to time.

Section 4.2. Exemptions from Assessments. The Common Areas are exempt from assessments.

ARTICLE V

ARCHITECTURAL COMMITTEE

Section 5.1. Review. No building, fence, wall, walk, driveway, pavement, equipment, fixtures, or other structure or improvement, including landscaping, shall be commenced, erected or maintained upon any Lot until a complete and detailed set of Plans and Specifications showing all of the nature, characteristics, design, details, dimensions, surfaces, textures, kind, shape, color, height, materials and location of the same shall have been first 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) Hallbrooke or a committee appointed by Hallbrooke, so long as the Hallbrooke is an Owner, or (b) thereafter, the Board or a committee composed of three (3) or more representatives appointed by the Board. Architectural approval shall be entirely at the sole discretion of the Architectural Committee. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions; provided, however, that in the event the Architectural Committee fails to approve or disapprove of any design and location within thirty (30) days after an entire set of Plans and Specifications have been submitted to it, or in any case, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required (this waiver of requirement is not available if only partial information has been submitted to the Architectural Committee, or if such information submitted does not convey all of the information necessary for the Architectural Committee to render a decision on approval or rejection).
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 written approval as provided in Section 5.1, whether in writing or automatically by lapse of time, 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 one (1) year from the date of written approval, such approval shall be deemed revoked, and the Owner must again seek written approval pursuant to all of the provisions of Section 5.1.

Section 5.4. **Liability of Architectural Committee.** Neither the Architectural Committee nor any member, employee or agent thereof, shall be liable to any Person submitting plans for approval, or any other Person, by reason of mistake in judgment, negligence, or nonfeasance, 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**

**PLANNED UNIT DEVELOPMENT**

Section 6.1. **Final Site Development Plan Compliance.** The Subdivision is being developed pursuant to the City of Norman ordinances and subdivision regulations relating to Planned Unit Developments. In this connection, Declarant has caused to be filed with the City of Norman a Final Site Development Plan. All construction within the Subdivision, including, but not limited to, building location, driveways and curb cuts, shall comply with the Final Site Development Plan and the ordinances and subdivision regulations of the City of Norman, the terms and provisions of which are incorporated herein by this reference.

Section 6.2. **Easements.** The Final Site Development Plan establishes the availability of a zero lot line on one side of each Lot, which permits construction of a dwelling on a Lot to abut the side lot line, or for construction of a dwelling to be within any distance of the side boundary of a Lot. However, despite the zero lot line allowance, no matter whether a house is placed on the zero lot line, or some distance away from it, the house on each Lot shall be separated by an absolute minimum of ten feet from the house on any other adjacent Lot. By virtue of such zero lot line construction, it is anticipated that there may be overhangs of eaves or veneers from one Lot (the “Dominant Lot”) onto the other Lot (the “Subservient Lot”) at the zero lot line. It is further anticipated that the Owner of a Dominant Lot, wherein the dwelling on the Dominant Lot is located closer than three feet to the Lot line, may need access across the Subservient Lot in order to repair, replace or maintain the dwelling on the Dominant Lot. In order to accommodate this access, there is hereby established a perpetual easement of three (3) feet on every Subservient Lot so as to permit such overhangs, minor encroachments and access for repair, replacement or maintenance, in favor of each Owner of a Dominant Lot; provided, however, such easement shall not permit water runoff from the roof of one dwelling to fall on the easement without written approval of the Owner of the Subservient Lot. If the Subservient Owner does
not allow for roof water runoff, then the Dominant Lot owner must provide guttering and downspouts in a manner that directs such runoff water away from the Subservient Lot. It is the responsibility of the Owner of each Lot to coordinate the location of each house on each Lot upon construction and to verify that such easements and building spacings herein set forth are maintained at all times. In addition, it is the sole responsibility of each Owner of each Lot to verify that the construction on each Lot is within the requirements of the City of Norman as to easements, setbacks and other construction regulations.

ARTICLE VII

GENERAL RESTRICTIONS

Section 7.1. Land Classification. All Lots within the Subdivision are hereby classified as Single-Family Lots, i.e., each Lot shall be used exclusively for a single family residential dwelling of not to exceed two and one-half (2-1/2) stories in height and a private garage for not more than four (4) nor less than two (2) automobiles. No occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any improvement located thereon. The placement of all homes and structures on the Lots, the number of stories and height of each structure, and the location of the garage on each Lot shall all be in conformance with the Turtle Creek Master Design Plan as maintained and amended from time to time by the Association.

Section 7.2. No Subdividing of Lots. No Lot shall contain more than one (1) single family dwelling, unless lot split approval is obtained from the City of Norman and the Architectural Committee.

Section 7.3. Garages. No garage shall ever be converted into a room or living area. Garages shall be used for the storage of vehicles. Each garage shall have a door that is similar in characteristic to the house. Prior to the installation of any garage door, whether new or as a replacement, the design of all such garage door must be previously approved in writing by the Architectural Committee with any modifications, approval or rejection at the sole discretion of the Architectural Committee. The Committee may require décor or specifics types of garage door styles. Detached garages will be allowed, subject to approval of the Architectural Committee. Construction of the detached Garage must be of the same material and style as the home constructed on the Lot. Such detached garages may have a loft apartment, studio or office; however, said apartment, studio or office may not be occupied or rented to or by any person except the immediate family of the owner. Open carports, unless specifically previously approved in writing by the Architectural Committee, are not allowed.

Section 7.4. New Construction Only. All dwellings shall be of new construction, and no building (new or used) may be moved from another area into the Subdivision. Mobile homes, manufactured homes, or modular homes of any kind shall not be allowed to be placed or parked either permanently or temporarily on any Lot.

Section 7.5. Building Limits. No building shall be located on any Lot nearer to a street than the minimum building setback lines shown on the recorded plat or nearer to the rear Lot line than
is permitted by applicable municipal ordinances. All buildings must be located as designated in the Turtle Creek Master Design Plan unless a specific modification is obtained in writing from the Architectural Control Committee.

Section 7.6. Location of Dwelling. All dwellings shall face the front of the Lot, or in the case of corner Lots, the dwelling may face the street on the side of the Lot, provided that prior written approval is obtained from the Architectural Committee.

Section 7.7. Easements and Drainage. Reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these utility reserves no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each Lot and all improvements permitted therein shall be maintained continuously by the Owner at Owner’s expense, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority or utility company shall be the Owner’s responsibility; and it shall be the responsibility of the Owner, at Owner’s expense, to: (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swales, whether they be in easements or contained on the individual Owner’s Lot, (b) provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority or utility company is responsible, and (c) conform to the drainage plan for the Subdivision on file with the City of Norman. Erosion control measures required by the City of Norman or any other governmental authority shall be the responsibility of the Owner, at Owner’s expense. All land contours are to remain as natural as possible with minor changes as may be allowed by the Architectural Committee upon submittal by the Owner for such written approval, such as leveling for construction pads or grading Lots for drainage. Said drainage grading shall conform to applicable municipal drainage requirements and shall not in any way cause harm to neighboring Lots or others down slope.

Section 7.8. Landscaping. Landscaping shall be required on all Lots with completion of other improvements and shall conform to the landscape plan as submitted by the Lot owner and approved by the Architectural Committee. Existing trees are to be preserved to the extent practical. Each Lot owner shall install and maintain, at their own cost, solid slab sod on all areas of the Lot except those areas established for landscaping planters, flower beds or other ground cover as shown on the landscaping plan as first approved in writing by the Architectural Committee. Such solid slab sod shall be installed within thirty (30) days of the time of completion of the construction of the residence upon the Lot. All Owners shall continuously maintain landscaping with respect to each of their Lots, such as mowing of lawn, planting and maintaining of shrubs and trees. Lawns consisting primarily of unmowed grasses and flowers shall be prohibited.
Section 7.9. Nuisance. 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 adjoining Owners and the Neighborhood.

Section 7.10. Detached Structure. No Detached Structure shall be allowed on any Lot without the prior written approval of the Architectural Committee. No Detached Structure shall be used either temporarily or permanently as a residence except as provided pursuant to terms in Section 7.3. No Detached Structure shall be permitted in any easement reserved for utilities.

Section 7.11. Minimum Square Footage. All dwellings erected or placed on any Lot in this Subdivision shall have a minimum living area of 1,600 square feet. All dwellings of more than one story shall have a minimum of 1,000 square feet of living area on the ground floor. Said living area may not include garages or covered porches.

Section 7.12. Air Conditioners. Any air conditioning units installed shall be entirely screened from public view and shall not be: (i) Visible from Neighboring Property, or (ii) Visible from the Street.

Section 7.13. Trash Receptacles. All trash receptacles shall be entirely screened from public view and shall not be (i) Visible from Neighboring Property, or (ii) Visible from the Street. Trash receptacles may be placed at the curb for City pickup, but such receptacles can only be in such place for a reasonably minimal amount of time as necessary to allow for such pickup, and may not be kept at the curb for longer than a twenty four hour period.

Section 7.14. Utility Lines. All service lines for telephone, cable TV and other utility services shall be kept underground.

Section 7.15. Animals. No animals, fish, reptiles or fowl, other than a reasonable number of generally recognized house pets, 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 yard pets (pets who spend 12 or more hours in a 24 hour period outside the Dwelling) shall be allowed and no pets shall be allowed to be kenned on the exterior of the Dwelling. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Association, or its assigns, shall determine, in its sole discretion, whether for the purposes of this Section, a particular animal, fish, reptile or fowl shall be considered to be a house pet, or a nuisance, or whether the number of pets on any Lot is unreasonable; provided, however, that horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house pets hereunder.

Section 7.16. Signs. No sign of any kind shall be displayed to the public view on any Lot, public right-of-way, or common area, except one (1) sign in compliance with City of Norman ordinances advertising the Lot for sale or rent. In addition, signs may be placed by Hallbrooke or a builder advertising or identifying the property during the development, construction and sales period. However, all such signs may be limited in number, size and style by the Architectural Committee and removed at the discretion of the Architectural Committee without prior notice. Nothing herein shall restrict Hallbrooke’s right to construct entrance gateways or permanent
signs identifying the Subdivision and amenities therein and the location of Hallbrooke's sales office on either a Lot or a Common Area, such rights being hereby expressly reserved.

**Section 7.17. Antennas and Satellite Dishes.** All radio and television antennas shall be located inside the dwelling on the Lot so as to not be Visible from Neighboring Property or Visible from the Street. One (1) satellite dish of not in excess of one (1) meter in diameter or diagonal measurement shall be permitted on any Lot so long as it is not Visible from Neighboring Property or Visible from the Street; provided, however, if the satellite dish cannot be placed upon the Lot in a location that complies with the foregoing location restriction and receive quality programming signals, it may be relocated to a place on the Lot, so long as it is not Visible from the Street.

**Section 7.18. Solar Equipment and Wind Devices.** No solar equipment shall be allowed on the exterior of any structure in the Subdivision, unless specifically approved as to type and location by the Architectural Committee. No wind driven devices shall be erected on any Lot so as to be either Visible from the Street or Visible from Neighboring Property.

**Section 7.19. Roof.** All roofs shall be a minimum of 7/12 pitch unless the Architectural Committee grants prior specific written permission for a lesser pitch when a determination is made by the Architectural Committee, in its sole discretion, that the style and elevation of the house is complimented by a lesser pitch. Any variance in pitch granted by the Architectural Committee must be in advance writing. Roofing material to be used on pitched, hipped or mansard roofs shall be weathered wood color, six (6) tab weight composition shingle of a brand approved by the Architectural Committee. Notwithstanding the foregoing, tile, slate or wood shingles or a different color may be used if previously approved in writing by the Architectural Committee.

**Section 7.20. Man-Made Rock.** No pre-manufactured and/or pre-formed rock or brick, shall be permitted on the exterior of any structure in the Subdivision unless materials, samples, plans, elevations and specifications are submitted to the Architectural Committee and approved in writing prior to installation.

**Section 7.21. Exposed Stems.** No exposed stems, stem walls or grade beams will be permitted on any dwelling.

**Section 7.22 Building Materials and Design Requirements.**

7.22.1 All building materials and elevations must be first approved in writing by the Architectural Committee as required by Section 5.1 above. Material variations or additional design elements in addition to those listed herein may be required by the Architectural Committee before approving the elevation or materials which such approval must be entirely in writing prior to start of any construction on the Lot.

7.22.2 The principal exterior of any dwelling (consisting of the first ten [10] feet in height) shall be at least seventy percent (70%) brick or masonry, and the other thirty percent (30%) balance of the exterior may be of frame, wood, shingles or other material which will blend
together with the brick or masonry. It is the intention of this restriction to allow panels of other materials other than brick or masonry to be used, but in no event shall a continuing wall consisting of fifty percent (50%) of the exterior of the residence be built of any material other than brick or masonry. The front of each dwelling must contain stone accents, of a type and color consistent with the Community Center to be constructed by Hallbrooke, the plans for which may be reviewed in Hallbrooke's office. This restriction is intended to restrict a substantial portion of the principal exterior of dwellings to brick or masonry construction, but is modified to allow the use of other materials to blend with the brick or masonry to eliminate repetition of design. Any deviation from the above must be approved in advance by the Architectural Committee, and conformance with the above does not restrict the Architectural Committee from denying approval of the designs of such proposed structures as put forth in Section 5.1.

7.22.3 The elevations of all dwellings must have design elements in compliance with the Turtle Creek Master Design Plan with repetition of elevations only allowed at the sole discretion of the Architectural Control Committee in prior written approval.

7.22.4 The front of each dwelling must contain design accents of stone and/or wood of a type color, texture, size, configuration, pattern, quality, amount and location as first approved in writing by the Architectural Committee.

7.22.5 No exposed frame or steel flue chimneys shall be allowed.

Section 7.23. Vehicles and Storage. Each Owner or occupant shall consistently park each Owner’s or occupant’s vehicles inside of the garage, and shall not park the vehicles regularly on the driveway. No vehicles of any kind belonging to Owners or occupants in the Subdivision are to be parked on public streets or right of ways at any time. No vehicles belonging to third parties are to be parked on public streets for more than six hours during any 24 hour period. No boats, trailers, tractors, buses, other machines, motor homes, recreational vehicles or campers are to be parked or stored on any Lot or the street adjacent thereto. Driveways are not to be used for storage areas for such items as boats, trailers, tractors, other machines, motor homes, recreational vehicles, buses, lumber, campers, house trailers, mobile homes, tractors, other agricultural or commercial machinery, airplanes or motor vehicles exceeding 3/4 ton capacity in size ("Trucks"). The continuous parking within the Subdivision of Trucks or delivery vans of any type, or of any truck designed for hauling gasoline or liquefied petroleum products, or of any type or size of truck or other commercial vehicle having an advertising sign or the name of a firm, business or corporation affixed thereon or painted thereon, except station wagons or automobiles, shall be prohibited. No vehicles in excess of one ton are allowed in the Subdivision at any time except those vehicles used for construction or maintenance of houses, moving vans, trash pickup or fire protection, as may be temporarily located on a short-term basis to service a house on a Lot in the subdivision. Notwithstanding the foregoing, an Owner may park a boat or small camper in their garage provided using the garage for that purpose does not eliminate or restrict the ability of the Owner or occupant to consistently park the Owner’s or occupant’s vehicles in the garage.
Section 7.24. **Vent Pipes.** All vent pipes are to be kept at a minimum height and are to be of such material or be painted so as to blend with the roof. To the extent possible all vent pipes shall be placed on the side of the roof that is not visible from the street.

Section 7.25. **Storage of Building Materials.** No building materials are to be placed or stored on any Lot until construction is to begin, and construction shall be completed within one (1) year from commencement of construction. During construction, the Owner shall provide and use, at Owner’s expense, a trash container from commencement until completion of construction, and Owner shall not allow debris or refuse to accumulate on the Lot or within the Subdivision during construction.

Section 7.26. **Usage of Easements.** Hallbrooke 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 or Common Areas, sewer and other pipelines, conduits, 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 any time to the same for the purpose of repair and maintenance.

Section 7.27. **Sidewalk Installation.** Each Owner shall install, at Owner’s cost, four (4) foot wide and four (4) inch deep concrete sidewalks adjacent to the street curbs found on the front portion of each Lot, all as required by the ordinances of the City of Norman. Such sidewalks shall be installed at the time of construction of each individual dwelling, or within one (1) year of the acquisition of the Lot by the Owner, whichever first occurs, and shall be maintained thereafter by Owner of each Lot. For the purposes of this paragraph, Hallbrooke is not deemed to be an Owner. Prior to the installation of each sidewalk or pavement of any type on the Lot, the design of all such pavement must be previously approved in writing by the Architectural Committee with any modifications, approval or rejection at the sole discretion of the Architectural Committee. The Committee may require décor or specifics types of pavement treatments.

Section 7.28. **Treehouses and Platforms.** No outbuildings, play yards, play equipment, recreation equipment, playhouse, fort, tree house, platforms in trees, play towers, or structure of any type shall be erected or allowed to remain on any Lot unless previously approved in writing by the Architectural Committee. Photographs, drawings, plans, and specifications for all such structures or equipment must be first submitted to the Architectural Committee prior to construction or installation with any modifications, approval or rejection at the sole discretion of the Architectural Committee. No structures or equipment on any Lot shall be: (i) Visible from Neighboring Property, or (ii) Visible from the Street unless prior written approval of an exception is obtained from the Committee.

Section 7.29. **Fences.** No fences shall be erected or allowed to remain on any Lot unless incorporated into the structure of the residence or used as screening. No fences shall be installed on the front portion of any Lot between the front Lot line and the front building setback line, or in the case of a corner Lot, also not between the side building line adjacent to the side street and the side street property line. Fencing on any corner property boundary must be of masonry construction consistent with the home on the Lot, unless otherwise specifically approved by the
Architectural Committee. No side yard fencing shall be allowed on any Lot unless approved in writing by the Architectural Committee. Fencing shall not be placed such that it prohibits an adjacent Lot Owner reasonable access to the side of their house in order to maintain their house, and no fencing shall interfere with access to and from the easements as put forth in Section 6.2. Plans and specifications for all fencing must be submitted to the Architectural Committee prior to installation. All said fencing must be previously approved in writing by the Architectural Committee with any modifications, approval or rejection at the sole discretion of the Architectural Committee. No chain link fences or fences of the "stockade" type may be erected. All fencing adjacent to any common area must be as designated by the Architectural Committee. Designated fencing samples will be available for reference. Once initial fencing is installed, any replacement or additional fencing on a Lot must be consistent with the initial installed fencing unless a waiver is obtained from the Architectural Committee in writing.

Section 7.30. Mailboxes. Mailboxes shall be constructed of a material and style selected by the Architectural Committee. The Architectural Committee shall have the right to determine the location of all mailboxes on the Lot and whether same shall have a common or individual base or stand. An illustrated drawing of the proposed mailbox and installation to be used at the front Lot line must be submitted to and approved in writing by the Architectural Committee prior to installation. Mailboxes are to be placed between the curb and sidewalk and not extend beyond the face of the curb or encroach over or on a sidewalk.

Section 7.31. Temporary Structure. No structure of a temporary character, such as a trailer, mobile home, tent, garage, barn, shed, or other outbuilding, shall be allowed on any Lot at any time, except upon prior written permission from the Architectural Committee during the construction of the dwelling on the Lot.

Section 7.32. Vacant Lots. No trash, refuse, caves or tree houses are to be placed, constructed or stored on any vacant Lot.

Section 7.33. Pool Equipment. No pool equipment, including pumps and heaters, on any Lot shall be Visible from Neighboring Property, or Visible from the Street.

Section 7.34. Athletic Equipment. No athletic goals or equipment of any kind (including but not limited to temporary or portable equipment) shall be erected or maintained on any Lot in any manner that is Visible from Neighboring Property, or Visible from the Street, or that sound from the equipment is audible at any neighboring property, public area or common area at any time. No skateboard ramps may be constructed on any Lot.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1. General Enforcement. The Association, the Architectural Committee, any Member, or Hallbrooke, so long as it is an Owner of record, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any
covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such litigation shall be entitled to the award of its expenses and costs in such action, including, but not limited to, reasonable attorney's fees, court costs, expert witness fees, and costs of litigation. Although, Hallbrooke so long as it is an Owner, and the Architectural Committee, are empowered with authority to bring an action to enforce the provisions of this Declaration, Hallbrooke and the Architectural Committee shall have no duty or obligation to do so. The laws of Oklahoma shall govern the validity of these covenants, including their construction and interpretation. In addition, if the Association undertakes any action to enforce these covenants and restrictions, or amounts owed by each Member in assessments or dues, then the Association shall have the right to charge all such expenses of enforcement to the defaulting Owner or Member and have such charges liened against the defaulting party's Lot. Furthermore, the Association may recover all costs and expenses in any enforcement, including but not limited to, all expenses such as attorneys' fees and collection agency fees, even if such enforcement is without litigation ever being commenced or filed in the courts.

Section 8.2. Municipal Enforcement. In the event the Association fails to maintain the Common Areas, excluding any portion kept intentionally in its native state and any Open Space which requires no maintenance, and a complaint is made to the City of Norman, the City of Norman shall have the right, after giving the Association thirty (30) days written notice and an opportunity to cure, to perform the maintenance work, in which event the amount expended by the City of Norman shall be deemed, for all purposes, a special assessment and the amount thereof shall be a lien on each Lot in an amount determined by dividing the amount expended by the number of Lots in the property then included in the Association. Such a lien shall be evidenced by the filing by the City of Norman of a Notice in the office of the County Clerk of Cleveland County, Oklahoma, and shall be subordinate in the manner provided in the Certificate.

Section 8.3. Term and Amendments. The covenants and restrictions of this Declaration shall run with and bind the Subdivision for a term of twenty (20) years from the date this Declaration is recorded, 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 a vote of ninety percent (90%) of the Members, and thereafter by a vote of seventy-five percent (75%) of the Members. Evidence of the passage of such an amendment shall be the filing with the County Clerk of Cleveland County by the Secretary of the Association of an affidavit certifying that the amendment passed the requisite vote at a meeting of the Members. Notwithstanding the foregoing, no amendment of the provisions related to the abdication by the Association of its maintenance responsibility for the Common Areas or to amend this Article VIII shall be effective until approved in writing by the City of Norman.

Section 8.4. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect the remaining provisions, which shall remain in full force and effect.

Section 8.5. Right to Assign. Hallbrooke, by an appropriate instrument or instruments, may assign or convey to any Person any or all of the rights, reservations, easements and privileges herein reserved by Hallbrooke, and upon such assignment or conveyance being made, its
assignees or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements 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, Hallbrooke has set its hand and seal this 4\textsuperscript{th} day of 2006.

"HALLBROKE"

HALLBROKE DEVELOPMENT
GROUP HP, L.L.C.
an Oklahoma limited liability company

By:

RUSSELL L. BATES, III, MANAGER

ACKNOWLEDGMENT

STATE OF OKLAHOMA )
) ss:

COUNTY OF CLEVELAND )

The foregoing instrument was acknowledged before me this 4\textsuperscript{th} day of 2006, by Russell L. Bates, III, Manager, of Hallbrooke Development Group HP, L.L.C., an Oklahoma limited liability company, on behalf of said company.

Notary Public
State of Oklahoma

My commission expires:

\underline{01-28-08}
EXHIBIT A
(Sheet 1 of 2)

TO
OWNER'S CERTIFICATE, DEDICATION, RESERVATIONS
AND GRANT OF EASEMENTS

LEGAL DESCRIPTION
HALLBROOKE ADDITION SECTION 1 P.U.D.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

Being a Part of the N.E. 1/4, SECTION 21, T9N, R2W, of the INDIAN MERIDIAN, NORMAN,
CLEVELAND COUNTY, OKLAHOMA, More Particularly described as follows:

COMMENCING at the Northeast (N.E.) corner of said N.E. 1/4; THENCE North 89°06'18" West, and
along the north line of said N.E. 1/4, a distance of 1927.37 feet to the POINT OF BEGINNING.

THENCE South 00°53'42" West a distance of 50.00 feet to a point on the south right-of-way line of Rock
Creek Road; THENCE South 45°53'42" West a distance of 35.36 feet; THENCE South 07°19'13" West a
distance of 93.84 feet; THENCE South 00°53'42" West a distance of 49.77 feet to a point of curvature;
THENCE around a curve to the left having a radius of 125.00 feet (said curve subtended by a chord
which bears South 24°13'45" East a distance of 106.14 feet) and an arc length of 109.62 feet; THENCE
South 49°21'11" East a distance of 8.77 feet; THENCE North 65°38'49" East a distance of 35.36 feet;
THENCE South 49°21'11" East a distance of 50.00 feet; THENCE South 04°19'03" East a distance of
35.38 feet to a point on a curve; THENCE around a curve to the right having a radius of 455.00 feet (said
curve subtended by a chord which bears South 45°47'42" East a distance of 45.86 feet) and an arc length
of 45.88 feet to a point of continuing curvature; THENCE around a curve to the right having a radius of
1217.94 feet (said curve subtended by a chord which bears South 41°58'34" East a distance of 39.56
feet) and an arc length of 39.56 feet; Thence North 40°38'49" East a distance of 142.50 feet; THENCE
North 84°19'51" East a distance of 40.19 feet; THENCE South 89°06'18" East a distance of 309.38 feet;
THENCE South 28°28'58" East a distance of 120.72 feet; THENCE South 34°06'05" East a distance of
275.83 feet to a point on a curve; THENCE around a curve to the right having a radius of 650.00 feet
(subtended by a chord which bears South 71°32'51" West a distance of 184.06 feet) and an arc length of
184.68 feet; THENCE South 79°41'13" West a distance of 325.44 feet; THENCE South 66°31'18" West a
distance of 60.00 feet to a point on a curve; THENCE around a curve to the left having a radius of 360.00
feet (subtended by a chord which bears South 30°02'18" East a distance of 82.25 feet) and an arc length
of 82.43 feet to a point of reverse curvature; THENCE around a curve to the right having a radius of
400.00 feet (subtended by a chord which bears South 28°08'05" East a distance of 117.74 feet) and an
arc length of 118.17 feet; THENCE South 19°40'16" East a distance of 29.09 feet; THENCE South
52°47'06" West a distance of 56.31 feet; THENCE South 70°19'44" West a distance of 182.50 feet;
THENCE South 72°37'37" West a distance of 87.38 feet; THENCE South 81°19'21" West a distance of
85.40 feet; THENCE South 89°05'34" West a distance of 91.73 feet; THENCE South 90°00'00" West a
distance of 85.52 feet; THENCE North 00°00'00" West a distance of 152.53 feet; THENCE North
83°39'14" East a distance of 111.06 feet; THENCE North 39°08'13" East a distance of 145.16 feet;
THENCE North 78°52'23" East a distance of 126.72 feet; THENCE North 41°33'50" East a distance of
85.68 feet; THENCE North 47°15'58" East a distance of 66.99 feet to a point on a curve; THENCE around
a curve to the right having a radius of 360.00 feet (subtended by a chord which bears North 09°56'30"
West a distance of 16.67 feet) and an arc length of 16.67 feet to a point of reverse curvature; THENCE
around a curve to the left having a radius of 395.00 feet (subtended by a chord which bears North
22°57'42" West a distance of 195.75 feet) and an arc length of 197.81 feet to a point of continuing
curvature; THENCE around a curve to the left having a radius of 1157.94 feet (subtended by a chord
which bears North 40°06'27" West a distance of 113.09 feet) and an arc length of 113.14 feet to a point of
continuing curvature; THENCE around an arc to the left having a radius of 395.00 feet (subtended by a
chord which bears North 46°07'47" West a distance of 44.42 feet) and an arc length of 44.44 feet; THENCE North 49°21'11" West a distance of 131.50 feet to a point of curvature; THENCE around a curve to the left having a radius of 210.00 feet (subtended by a chord which bears North 59°23'04" West a distance of 73.16 feet) and an arc length of 73.53 feet to a point of reverse curvature; THENCE around a curve to the right having a radius of 220.00 feet (subtended by a chord which bears North 66°51'30" West a distance of 19.64 feet) and an arc length of 19.64 feet to a point of reverse curvature; THENCE around a curve to the left having a radius of 210.00 feet (subtended by a chord which bears North 76°54'57" West a distance of 91.73 feet) and an arc length of 92.48 feet; THENCE North 00°28'08" East a distance of 50.00 feet to a point on a curve; THENCE around a curve to the left having a radius of 125.03 feet (subtended by a chord which bears North 69°46'11" East a distance of 90.17 feet) and an arc length of 92.25 feet to a point of continuing curvature; THENCE around a curve to the left having a radius of 100.00 feet (subtended by a chord which bears North 21°33'01" East a distance of 91.05 feet) and an arc length of 94.53 feet; THENCE North 05°31'49" West a distance of 36.78 feet; THENCE North 44°06'18" West a distance of 35.36 feet to a point on the south right-of-way line of Rock Creek Road; THENCE North 00°53'42" East a distance of 50.00 feet to a point on the north line of said N.E. 1/4; THENCE South 89°06'18" East, and along the north line of said N.E. 1/4 a distance of 135.00 feet to the POINT OF BEGINNING.

Containing 9.13 acres, more or less.
EXHIBIT B

to
OWNER’S CERTIFICATE, DEDICATION, RESERVATIONS
AND GRANT OF EASEMENTS

COMMON AREAS

Lot One (1), Block Three (3)
Common Open Space “A”
Common Open Space “B”
EXHIBIT “C”
To
OWNER’S CERTIFICATE, DEDICATION, RESERVATIONS
AND GRANT OF EASEMENTS

LAKE LEGAL DESCRIPTION

Being a Part of the N.E. 1/4, Section 21, T9N, R2W, of the INDIAN MERIDIAN, NORMAN, CLEVELAND
COUNTY, OKLAHOMA, more particularly described as follows:

COMMENCING at the Northeast (N.E.) corner of said N.E. 1/4; THENCE North 89°06′18″ West, and
along the north line of said N.E. 1/4, a distance of 2062.37 feet; THENCE South 00°53′42″ West a
distance of 50.00 feet; THENCE South 44°06′18″ East a distance of 35.36 feet; THENCE South 05°31′49″
East a distance of 36.78 feet to a point of curvature; THENCE around a curve to the right having a radius
of 100.00 feet (said curve subtended by a chord which bears South 21°33′01″ West a distance of 91.05
feet) and an arc length of 94.53 feet to a point of continuing curvature; THENCE around a curve to the
right having a radius of 125.03 feet (said curve subtended by a chord which bears South 69°46′11″ West
a distance of 90.17 feet) and an arc length of 92.25 feet; THENCE South 00°28′08″ West a distance of
50.00 feet to a point on a curve; THENCE around a curve to the right having a radius of 210.00 feet (said
curve subtended by a chord which bears South 76°54′57″ East a distance of 91.73 feet) and an arc length
of 92.48 feet to a point of reverse curvature; THENCE around a curve to the left having a radius of 220.00
feet (said curve subtended by a chord which bears South 66°51′30″ East a distance of 19.64 feet) and an
arc length of 19.64 feet to a point of reverse curvature; THENCE around a curve to the right having a
radius of 210.00 feet (said curve subtended by a chord which bears South 59°23′04″ East a distance of
73.16 feet) and an arc length of 73.53 feet; THENCE South 49°21′11″ East a distance of 43.38 feet to the
POINT OF BEGINNING;

THENCE continuing South 49°21′11″ East a distance of 88.12 feet to a point of curvature; THENCE
around a curve to the right having a radius of 395.00 feet (said curve subtended by a chord which bears
South 46°07′47″ East a distance of 44.42 feet) and an arc length of 44.44 feet to a point of continuing
curvature; THENCE around a curve to the right having a radius of 1157.94 feet (said curve subtended by
a chord which bears South 40°06′27″ East a distance of 113.09 feet) and an arc length of 113.14 feet to a
point of continuing curvature; THENCE around a curve to the right having a radius of 395.00 feet (said
curve subtended by a chord which bears South 22°57′42″ East a distance of 195.75 feet) and an arc
length of 197.81 feet to a point of reverse curvature; THENCE around a curve to the left having a radius
of 360.00 feet (subtended by a chord which bears South 17°00′20″ East a distance of 105.06 feet) and an
arc length of 105.44 feet; THENCE South 75°08′14″ West a distance of 225.45 feet; THENCE South
12°15′08″ West a distance of 140.42 feet; THENCE South 77°30′38″ West a distance of 77.43 feet;
THENCE North 73°10′26″ West a distance of 73.75 feet; THENCE South 67°39′25″ West a distance of
75.10 feet; THENCE South 50°55′40″ West a distance of 156.07 feet; THENCE South 90°00′00″ West a
distance of 7.93 feet; THENCE South 82°32′55″ West a distance of 95.44 feet; THENCE South 59°37′14″
West a distance of 144.17 feet; THENCE South 38°03′11″ West a distance of 67.12 feet; THENCE South
90°00′00″ West a distance of 33.39 feet; THENCE North 00°06′35″ East a distance of 212.04 feet;
THENCE South 89°53′25″ East a distance of 254.77 feet; THENCE North 30°07′20″ East a distance of
140.24 feet; THENCE North 00°06′35″ East a distance of 99.58 feet; THENCE North 60°56′06″ East a
distance of 77.45 feet; THENCE North 90°00′00″ East a distance of 58.10 feet; THENCE North 00°00′00″
East a distance of 195.70 feet; THENCE North 49°05′46″ West a distance of 42.71 feet; THENCE North
40°54′14″ East a distance of 287.30 feet to the POINT OF BEGINNING.

Containing 6.05 acres, more or less.