

RETURN TO: Dorothy L. Hall, Southwest Title & Trust Co.,
P. O. Box 1234, Oklahoma City, OK 73101

BOOK 6514 PAGE 1790

**DECLARATION OF COVENANTS,
CONDITIONS RESTRICTIONS AND EASEMENTS
ASHEFORDE OAKS FIFTH ADDITION**

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JOHN J GARVEY
OKLAHOMA COUNTY CLERK
RECORDED AND FILED

THIS DECLARATION is dated NOVEMBER 9, 1993,
by ASHEFORDE OAKS LIMITED PARTNERSHIP, an Oklahoma limited
partnership (hereinafter referred to as "Declarant").

R E C I T A L S:

A. Declarant owns all of the real property described on Exhibit "A" attached hereto and made a part hereof and, on the subdivision plat entitled "Asheforde Oaks Fifth Addition", recorded in Book 55 of Plats at Page 31 in the office of the County Clerk of Oklahoma County, Oklahoma (hereinafter called the "Property").

B. Declarant desires to subject the Property, and the lots located therein (the "Lots"), to the covenants, conditions, restrictions and easements set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots.

C. Declarant hereby declares that the Property and any additional property as may by subsequent amendment be added to and subjected to this Declaration shall be held, sold and conveyed subject to the covenants, conditions, restrictions and easements set forth below, which are intended to protect the value and desirability of and which shall run with the property and any other property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the Property or any other property subjected to this Declaration and their heirs, successors and assigns and shall inure to the benefit of each owner thereof. Any property subsequently subjected to this Declaration may be known and marketed under a name other than "Asheforde Oaks" but shall nonetheless be subject to this Declaration.

Section 1. Covenants, Conditions and Restrictions

1.1 The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single family residence purposes only, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling house with a two or three car attached garage, except as follows:

Real estate sales, management and construction offices may, with the prior written consent of Declarant, be erected, maintained and operated on any Lot or in any building or structure now or hereafter erected on any Lot

42.00

provided the offices are used solely in connection with the development of the Property or the construction of improvements on the Property, or the management, rental or sale of any part of the Property, or of improvements now or hereafter erected thereon and shall be removed upon completion of sales or construction as the case may be.

1.2 No building, fence, hedge, privacy enclosure wall, retaining wall, driveway, sign, swimming pool, tank, hot tub, greenhouse, free standing mailbox, gazebo, or structure of any kind (collectively called "Structures") shall be commenced, erected or maintained on the Property, nor shall any addition to (including awnings) or change or alteration therein (including alterations in exterior color or design) be made, until the plans and specifications, in duplicate, showing the nature, kind, shape, height, materials, color and locations of the Structure, addition or alteration shall have been submitted to and approved in writing by a committee appointed by the Board (as defined in Section 2.2.2 hereof) (the "Committee"). The Committee shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed Structure, addition or alteration will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing Structures; choice of colors; change in topography, grade elevations and/or drainage; factors of public health and safety; the effect of the proposed Structure, addition or alteration on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure, addition or alteration taking into account the general aesthetic values of the surrounding area. Provided, the foregoing review shall be conducted by Declarant until the sale by Declarant of all of the Lots subject to this Declaration from time to time, and any reference in this Declaration to the Committee shall mean Declarant until such time as Declarant has sold all of the Lots subject to this Declaration from time to time.

1.3 No Structure shall be erected, placed, altered or permitted to remain on any Lot nearer to any street than the minimum building setback line for the Lot as shown on the Plat therefor. Where two adjacent dwelling houses are located on Lots fronting a street and are set back different distances from the street, no fence or wall between them (other than necessary retaining walls) shall be closer to the street than the front corner of the house most distant from the street. Property perimeter fences, where approved by the Committee, shall not exceed seventy-two (72) inches in height, shall not impede surface drainage and shall be constructed of wood, brick, rock or wrought iron. No chain-link fences shall be allowed. Privacy enclosures

of open patios, swimming pool or garden courts where approved by the Committee may exceed forty-eight (48) inches in height if allowed by the Committee.

1.4 No dwelling shall contain less than 2,400 square feet of living area. The ground floor living area of any two story dwelling shall not contain less than 1,500 square feet. For split level dwelling houses, the ground cover area shall not be less than that determined by the Committee. In computing the square footage of any structure, attached porches, patios, breezeways and garages shall be excluded.

1.5 No animals may be kept, maintained, or bred on any Lot or in any dwelling houses or Structure erected thereon, except that no more than two dogs, cats, or similar domestic household pets may be kept on a Lot provided they are not kept, bred or maintained for any commercial purpose and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. No more than a total of four pets may be kept on the premises at any one time.

1.6 No nuisance shall be maintained, allowed or permitted on any part of the Property, and no use thereof shall be made or permitted which may be noxious or detrimental to health.

1.7 Each Lot and the Structures thereon shall be kept in good order and repair and free of debris; lawns shall be seeded or sodded and mowed, shrubbery trimmed and painted exterior surfaces painted, all in a manner and with such frequency as is consistent with good property management.

1.8 No Structure other than a dwelling house shall be used at any time as a residence, either temporarily or permanently. No boats, trailers, recreational vehicles or any other type of vehicle other than private passenger motor vehicles shall be regularly parked or stored on any street or on any Lot or common area except wholly within a garage. Private passenger motor vehicles may be parked overnight on driveways. Nothing shall be parked on any street overnight or on a permanent basis. No owner of a Lot or his tenant, guest, or other person shall repair or restore any boat, trailer, recreational vehicle or any other type of vehicle upon any Lot or the common areas except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility.

1.9 Except for customary and usual "For Rent" and "For Sale" signs and customary and usual name and address signs, no sign of any kind shall be placed or maintained on any part of any Lot or common area or on any Structure except with the written consent of the Committee.

1.10 No outside television or radio antenna shall be erected, installed or maintained on any Lot or on any Structure thereon. No satellite receiver or dish visible from any street or common area shall be erected, installed or maintained on any Lot or on any Structure thereon.

1.11 No exterior clothes dryer or clothes drying line shall be erected, installed or maintained on any Lot or on any Structure thereon.

1.12 The front yard of each Lot shall be kept only as a lawn, including trees, flowers and shrubs. No trees or shrubs shall be located on any Lot which block the view of operators of motor vehicles so as to create a traffic hazard.

1.13 All mailboxes on any Lot shall be no more than five (5) feet in height and no more than six (6) feet in length and shall be constructed of the same material as the dwelling on the Lot.

1.14 All roofs shall be constructed of wood shakes or shingles or clay tile or composition. Composition roofing shall be according to the specifications set out by the Declarant.

1.15 The exterior of any Structure (excluding doors and windows) from the final grade line to the top of the first floor plate line must be completely constructed of brick, rock or stucco.

1.16 No basketball goals or backboards shall be attached to any Structure.

1.17 The owner of each Lot shall provide and maintain a four (4) foot concrete sidewalk conforming to the City of Edmond Ordinances.

1.18 Any metal storage building on any Lot shall be completely screened from view from any street or common area.

1.19 If any Structure is damaged by fire or any other casualty, repairs to the Structure shall be commenced immediately and diligently completed. If any Structure is destroyed by fire or any other casualty, the Lot shall be immediately cleared of all remains and debris.

1.20 No mobile home, prefabricated or already constructed building or structure shall be placed on any Lot, except as provided in Section 1.1.

1.21 All chimneys shall be completely constructed of brick, rock or stucco, except interior chimneys located on the rear roof line of any dwelling.

1.22 Covenants, conditions and restrictions in this Declaration (the "Covenants") shall run with and bind the Property and shall be enforceable by Declarant and by the owners of all or any portion of the Property until the fiftieth (50th) anniversary of the date of this Declaration and thereafter for successive twenty-five (25) year periods unless, prior to the expiration of the then current term, a written instrument shall be executed by the current owners of ninety percent (90%) of the Lots which are subject to these Covenants stating that the Covenants shall expire at the end of the current term. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon Declarant by this Declaration may be assigned or transferred by Declarant to any successor developer of all or any part of the Property, or to any community association or architectural committee composed of residents of the Property. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded in Oklahoma County, Oklahoma, and upon recordation thereof the grantee or grantees of such rights and powers shall thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon Declarant by this Declaration.

1.23 Enforcement of the Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages.

Section 2. Association, Common Elements, Assessments

2.1 Common Elements and Association. Certain property described on Exhibit "B" hereto and such other property as Declarant may submit from time to time (the "Common Elements") is or shall be owned by the Asheforde Oaks Homeowners Association, Inc. (the "Association"), an Oklahoma non-profit corporation.

2.2 Association.

2.2.1 Formation. The Association has been or will be formed by the filing of the Articles with the Secretary of State of Oklahoma.

2.2.2 Architectural Review. Plans for the construction of improvements on the Property shall be submitted to the Committee established by the Board of Directors of the Association (the "Board") for the Committee's review and approval. The approval or disapproval of the plans submitted shall be based on the factors described in section 1.2 hereof and upon a determination that the plans conform to applicable zoning ordinances, that the planned improvement is architecturally harmonious with the then existing Structures on the Property and that the use of the planned improvements

is compatible with the then existing use of the improvements in the tract in which the planned improvements are to be constructed. The Committee shall issue its determination within 20 days after plans have been submitted to it.

2.3 Membership in Association.

2.3.1 Qualifications. Each owner of a Lot ("Owner") shall be a member of the Association and shall be entitled to representation in the Association equal to the proportionate interest attributable to the Lot owned by such Owner as compared to all lots subject to this Declaration. Ownership of a Lot shall be the sole qualification for membership in the Association.

2.3.2 Transfer of Membership. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership and may not be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of said Lot. Any attempt to otherwise transfer membership in the Association shall be void. Any transfer of title to any of the Property shall operate automatically to transfer the membership in the Association appurtenant thereto to the transferee thereof.

2.4 Voting Rights.

2.4.1 Required Percentage of Vote. Whenever the Declaration, the Bylaws of the Association (the "Bylaws"), or the Articles of the Association (the "Articles") requires the vote, assent or presence of a stated percentage of Owners with regard to the taking of any action, the requisite number of votes to constitute such stated percentage shall be the votes of Owners whose aggregate proportionate interest totals such percentage.

2.4.2 Joint Owner Disputes. The vote for each lot may be cast only as a unit, and fractional votes shall not be counted.

2.5 Duties and Powers of Association.

2.5.1 Administration of Property. The Declarant and each Owner, by acceptance of a deed to a Lot, whether or not it shall be so expressed in any such deed or conveyance, covenants and agrees that the administration of the Common Areas shall be in accordance with the provisions of this Declaration, the Articles and the Bylaws, and the amendments, changes and modifications thereto as may come into effect from time to time. In the event of any inconsistency between the provisions of this Declaration and the provisions of the

Articles or the Bylaws, the provisions of this Declaration shall prevail.

2.5.2 Duties and Authority of Association. The Association shall have the following powers and duties:

(a) Maintenance. The Association shall maintain or cause the Common Areas, section line road right of ways adjacent to any platted areas, the Common Areas, if any, and any Property and street medians to be maintained and kept in a good state of repair, and shall contract for and/or acquire for the Association such services, furnishings, equipment, maintenance, painting, repair and other goods and services as it may determine are necessary in order to perform its obligations hereunder.

(b) Taxes. The Association shall pay all taxes, real and personal, and assessments which are or would become a lien on the Common Areas.

(c) Employees and Agreements. The Association may, at its option, employ a manager, independent contractors, and such other employees as it deems necessary and may prescribe their duties, and enter into contracts and agreements, all for the purpose of providing for the performance of the business, powers, duties and/or obligations of the Association, or any portion thereof.

(d) Assessments. The Association shall levy assessments against the Owners and enforce payment thereof, all in the manner and subject to limitations set forth in this Declaration.

(e) Books and Records. The Association shall maintain books and records relating to the management and operation of the Association. The Association shall provide the members audited financial statements of the Association within 90 days after the end of each calendar year. Such books and records shall be subject to inspection and copying, during normal business hours, by any Owner and by the holder or holders of any mortgage on any Lot.

(f) Other Powers. The Association shall have the power to perform such other acts, whether expressly authorized by the Declaration or the Bylaws, as may be reasonably necessary to enforce any of the provisions of the Declaration or the Bylaws, or to carry out and perform its powers and responsibilities.

2.6 Assessments.

2.6.1 Creation of Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed to a Lot, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (a) regular annual assessments or charges, (b) emergency assessments, and (c) special assessments, all such assessments to be fixed, established and collected from time to time as hereinafter provided. All regular annual, emergency and special assessments made hereunder shall be imposed on the Lots in proportion to the relative proportionate interest attributable to the Lots. The regular annual, emergency, and special assessments imposed on any Lot, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a lien on such Lot, and all appurtenances thereto, which lien is created and shall be enforced in accordance with the provisions of this Section. Each regular annual, emergency, and special assessment, together with late charges, interest, costs, penalties, and reasonable attorney's fees, as provided for by this Declaration, shall also be the joint and several personal obligation of each Owner of a Lot at the time when such assessment fell due.

2.6.2 Regular Annual Assessments.

(a) Regular Annual Assessments. As soon as it is reasonably practicable, the Board shall set the annual assessments to be assessed for the initial fiscal year against each Lot. For succeeding fiscal years, the Board shall meet and, by majority vote, set such assessments no later than twenty (20) days prior to the commencement of such fiscal year. Annual assessments shall be due and payable in advance, on the first day of each fiscal year. The total of such assessments for the Lots for each fiscal year shall equal the sum of (1) the Board's reasonable estimate of expenses to be incurred by the Association in carrying out the obligations described herein for such fiscal year, including taxes, insurance premiums, costs of utilities for the Common Areas, ordinary maintenance, repair, and replacement of the Common Areas and any other expenses expected to be incurred, plus (b) an amount, to be determined by the Board, to be set aside during the fiscal year as a reserve fund for extraordinary expenses which may be incurred in the maintenance, repair, or replacement of the Common Areas. No assessment (whether regular annual or otherwise) shall be payable with respect to any Lot until the Lot is first occupied as a dwelling. After a Lot is first occupied no subsequent vacancy shall exempt the Lot from an assessment. If a Lot is first occupied on a day other than the first day of a fiscal year of the Association, any regular annual assessment for such year

payable with respect to such Lot shall be prorated for such year.

(b) Fiscal Year. The initial fiscal year of the Association shall run from the date on which the Articles are filed with the Secretary of State of Oklahoma to December 31 of such year. The succeeding fiscal years of the Association shall run from January 1 through December 31.

(c) Certificate of Payment. The Association shall, upon demand, furnish to an Owner, mortgagee of an Owner, or prospective purchaser of any Lot a certificate in writing signed by an officer of the Association, setting forth whether the assessments on any specified Lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Association for the issuance of such certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

2.6.3 Emergency Assessments. In the event the Board determines that its budget for any year is or will become inadequate to meet all expenses for any reason, including nonpayment of any Owner's assessment on a current basis, it shall immediately determine the appropriate amount of such inadequacy for such year and may levy an emergency assessment for the amount required to meet all such expenses on a current basis. Provided, however, that any such emergency assessment in an amount exceeding in the aggregate for all Lots, the sum of \$1,000, must first be approved by 75 percent of the Owners, present either in person or by proxy and entitled to vote at a meeting called for such purpose at which a quorum is present; written notice of said meeting shall be sent to all Owners not less than 10 days nor more than 30 days in advance of the meeting. Emergency assessments levied in accordance with this section shall be due and payable within 30 days of written notice thereof by the Board.

2.6.4 Special Assessments. The Association shall levy an assessment against a Lot for all costs reasonably incurred by the Association in (i) seeking to enforce, with respect to such Lot, any of the covenants or restrictions contained herein or (ii) performing any repair with respect to any improvements resulting from damage for which the Owner of such Lot is responsible.

2.6.5 Bank Account. All collected assessments shall be deposited in a separate commercial bank account in a bank or trust company to be selected by the Association. The Board shall have control of said account and shall be responsible to the Owners for the maintenance of accurate records thereof at

all times.

2.6.7 Enforcement of Nonpayment of Assessment.

2.6.7.1 Delinquency. A late charge for each assessment not paid within 10 days after the date on which said assessment was due, in the amount of 10% of such assessment, shall be payable. In addition, assessments not paid within 10 days after the date when due shall bear interest from such date to the date paid at the rate of 20% per annum, and the Association, its attorney or other authorized representative may, at its option, at any time after such period, and in addition to other remedies herein or by law or in equity provided, enforce the obligation to pay assessments in any manner provided by law or in equity. Without limiting the generality of the foregoing, the Association may enforce such obligations by any or all of the following procedures:

(a) Enforcement by Suit. The Association may cause a suit to be commenced and maintained in the name of the Association against any Owner or Owners, or any of them, personally obligated to pay assessments for such delinquent assessments for which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquent assessment, together with interest thereon from and after the date on which the unpaid assessment or assessments was due at the rate of 20% per annum, late charges as provided for by this Declaration, court costs, reasonable attorneys' fees, and all other expenses incurred by the Association in such action. Suit to recover a money judgment for unpaid assessments shall be maintained by the Association, or its authorized agent, without foreclosing or waiving the lien hereinafter provided for.

(b) Lien. The Association shall have a lien against each Lot, together with all improvements thereon and appurtenances thereto, to secure the obligations to pay all assessments made against such Lot hereunder, together with interest and late charges as herein provided, and reasonable attorneys' fees, court costs, abstracting expenses and all other costs and expenses incurred by the Association in enforcing the obligations of the Owner of such Lot. Such lien shall be subordinate only to any first mortgage on a Lot. Such lien may be foreclosed by a suit instituted by the Association, its attorney or duly authorized agent.

The Association, or its duly authorized agent, shall have the power to purchase the Lot at the foreclosure sale, in accordance with law, and to acquire, hold, lease, mortgage and convey the Lot acquired at such sale.

(c) Rights of First Mortgagees. Any First Mortgagee who acquired title to a Lot covered by its First Mortgage, by foreclosure or by deed in lieu of foreclosure, shall acquire title subject to all the terms, provisions, and restrictions of this Declaration and shall be liable during the period of its ownership for the performance of all obligations to be performed by the Owner under this Declaration; provided, however, any such mortgagee shall not be liable (a) for the performance of any obligation under this Declaration required to be performed by the Owner prior to acquisition of title by such First Mortgage; or (b) for the performance of any obligation under this Declaration required to be performed by the Owner after such First Mortgagee has disposed of its ownership interest in such Lot. For purposes of this section, the term "First Mortgagee" shall be deemed to include any purchaser of a Lot a foreclosure sale pursuant to an action to foreclose the First Mortgage covering such Lot.

(d) Rights of Association. Each Owner hereby vests in and delegates to the Association or its duly authorized representative the right and power to bring all actions at law or lien foreclosures, against any Owner or Owners for the collection of delinquent assessments in accordance herewith. Provided, however, any Owner may commence any such actions, on behalf of the Association, if the Association has failed to commence any action to collect such assessments or foreclose such liens within thirty (30) days after written request therefor by such Owner.

(e) Purchaser at Foreclosure Sale. Any purchase of a Lot at a foreclosure sale pursuant to an action to foreclose the lien herein provided shall take title to such Lot subject to all the terms, provisions and restrictions of this Declaration. For the purpose of this section, a sale of a Lot shall occur on the date any judicial sale is held.

2.6.8 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose

of promoting the health, safety, and welfare of the members of the Association, their guests, tenants and invitees, and in particular shall be used for the purpose of improving, protecting, operating, repairing, and maintaining the Common Areas and providing for the acquisition and maintenance of property, services and facilities devoted for this purpose and directly related to the use and enjoyment of the Common Areas and otherwise providing for the performance by the Association of each and every power and duty of the Association.

2.7 Insurance.

2.7.1 Public Liability Insurance. A comprehensive public liability insurance policy shall be purchased by the Association and shall be maintained in full force and effect at all times, insuring against losses arising out of the use, enjoyment, or maintenance of the Common Areas. Such insurance shall be obtained from a reputable insurance company authorized to do business in the State of Oklahoma. Such policy shall contain such coverages and endorsements as the Association may from time to time deem appropriate.

2.7.2 Fire and Extended Coverage Insurance. A blanket fire and hazard insurance policy shall be purchased by the Association and shall be maintained in force at all time covering improvements owned by the Association, the premium thereon to be paid from the assessments levied against the Owners in accordance with this Declaration. Such insurance shall be obtained from reputable insurance companies authorized to do business in the State of Oklahoma shall insure against loss from fire and such other hazards as the Board may deem appropriate, and shall insure all structures and improvements upon the Common Areas and all personal property owned by the Association or jointly by all Owners as tenants in common for not less than one hundred percent (100%) of the full insurable replacement cost value thereof (as determined annually by the Board in conjunction with the insurance company issuing such policy). Such policy shall contain vandalism and malicious mischief coverage, together with such other coverage, endorsements, and adjustment clauses as the Board deems appropriate. Such policy shall name the Association as insured, as trustee for the benefit of all Owners. Such policy shall name the respective mortgagees of the Owners, as their respective interests may appear, and shall provide for the issuance of certificates of such endorsements evidencing the insurance as may be required by any insured or an insured's mortgagee. The Board may select such deductible, franchise, or franchise deductible provisions which, in its opinion, are consistent with good business practices in connection with the purchase of such policy.

2.7.3 Additional Insurance. The Association shall also purchase and maintain workmen's compensation insurance to the extent that the same shall be required by law for employees of the Association. The Association may also purchase and maintain fidelity bonds and such other insurance as it may deem necessary.

2.7.4 Waiver of Subrogation. The Association shall have no cause of action against any of the Owners on account of any loss or damage which is insured against under any insurance policy which names the Association as a party insured and the policies of insurance required to be maintained by the Association hereunder shall contain waiver of subrogation endorsements in favor of all Owners.

2.7.5 Authority of Association. Each of the Owners, and every other person named as an insured in connection with any of the policies, as purchased by the Association, hereby irrevocably delegates to the Association any authority which it may otherwise have to negotiate loss settlements under the insurance policies maintained hereunder. The Association shall act in the best interests of all Owners in negotiating such settlements and shall keep all Owners informed of such settlements.

2.7.6 Annual Review of Insurance. The Association shall review annually the limits of coverage of the policies of insurance purchased by the Association.

2.8 Ownership and Use of Common Areas.

2.8.1 Ownership of Common Areas. Ownership of the Common Areas, subject to the rights of the Owners to the use and enjoyment of the same, as herein described, shall at all times remain in the Association. The Association shall have the exclusive right to maintain and control the Common Areas.

2.8.2 Use of Common Areas. Declarant hereby grants, bargains, sells and conveys to each Owner and its tenants, employees, guests and invitees, to the extent permitted by such Owner, a nonexclusive, perpetual easement of access to, use and enjoyment of, and ingress and egress through, across and over, the Common Areas. Such easements shall be appurtenant to and shall pass with the title to each Lot.

2.8.3 Waiver of Use. An Owner may not avoid liability for the assessments provided for by this Declaration or otherwise duly and properly levied by the Board, by nonuse of the Common Areas.

2.8.4 Damage to Improvements. Any damage to improvements in the Common Areas which is caused by the

negligent act or omission or the willful misconduct of any Owner, its agents, tenants, or invitees may be repaired by the Association. In such event, such Owner shall pay to the Association all costs of such repair and/or replacement of such improvements, damages for the loss of use of such improvements, together with all attorneys' fees, court costs, and other expenses incurred in recovering such amounts.

2.8.5 Association Rights. The Association shall have the right to grant permits, licenses and easements over the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property. The Association shall have the right to the use of the Common Areas. The Association shall establish rules and regulations for the use of the Common Areas. The Association shall have the right to borrow funds which may be necessary for it to perform the duties established herein.

Section 3. Reserved Easements

3.1 Easements for the installation and maintenance of utilities and drainage facilities are hereby reserved by Declarant over the front, side and rear of each Lot as shown on the Plat for the installation and maintenance of utilities, storm water sewers and surface drains. No Structure, planting or other material shall be placed or permitted to remain within these easements or within any utility or similar easements shown on the Plat, 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 easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. No conveyance by Declarant of any Lot, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey Declarant's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of Declarant to thereby convey or release the easements.

3.2 The designation of streets, avenues, roads, courts and open spaces on the Plat is for the purpose of description only and not dedication, and the rights of Declarant in the same are specifically reserved, and Declarant hereby reserves to itself, its successors and assigns, the right to grade, regrade and improve the streets, avenues, roads, courts and open spaces as the same may be located on the Plat, including the creation or extension of slopes,

banks, or excavation in connection therewith and in the construction of and installation of drainage structures therein.

3.3 Declarant further reserves to itself, its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality; to install and maintain pipelines, underground or above ground lines, with the appurtenances necessary thereto, for public utilities or quasi-public utilities, or to grant such other licenses or permits as Declarant may deem necessary for the improvement of the Property in, over, through, upon and across any and all of the streets, avenues, roads, courts and open spaces, and in, over, through, upon and across each and every Lot in the easement area reserved in Paragraph 1 of Article II of this Declaration or as shown on the Plat. Declarant further reserves to itself, Declarant's successors and assigns, the right to dedicate all of the streets, avenues, roads, courts, open spaces and easements to public use. No street, avenue, road, court, open space or easement shall be laid out or constructed through or across any Lot, except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of Declarant.

Section 4. General Provisions

4.1 The area of the Property subject to this Declaration may be increased by recording supplements to this declaration, which need only be signed by Declarant, the owner of the additional land described in the supplement and the holder of any mortgage or similar lien thereon, stating that the additional land shall be subject to this Declaration. No other land in the vicinity of the Property shall be subject to this Declaration unless the provisions of this paragraph are complied with, it being intended that this Declaration not be construed or considered as a plan for the development of any land other than that shown on the Plat or hereafter subjected to this Declaration in the manner described in this paragraph.

4.2 Declarant shall have the right, by instrument duly recorded in Oklahoma County, Oklahoma which need only be signed by Declarant and the holder of any mortgage or similar lien on the portion of the Property then owned by Declarant to modify the provisions of this Declaration if the modification is required by the Veterans Administration of the Federal Housing Administration or any successor agencies thereto as a condition of the approval by such agency of the Property or any part thereof or any Lot thereon for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs, and the consent to the modification by any Lot owner or of the holder of any mortgage or lien on such owner's Lot shall not be required even though the modification relates to portions of the Property no longer owned by Declarant.

4.3 The invalidity of any of the provisions of this Declarant shall not affect any of the other provisions, all of which shall remain in full force and effect.

4.4 Each conveyance of a Lot, or of any interest in the Lot, by Declarant, shall be deemed to be subject to this Declaration whether or not the deed conveying the Lot shall so state.

EXECUTED the day and year first above written.

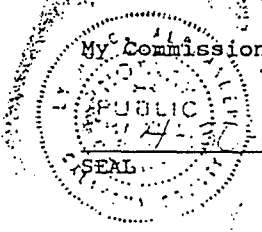
ASHEFORDE OAKS LIMITED PARTNERSHIP,
an Oklahoma limited partnership

By: *John D. Alexander*
John D. Alexander, General Partner

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on *November 9th*, 1993, by John D. Alexander, as General Partner of Asheforde Oaks Limited Partnership, an Oklahoma limited partnership, on behalf of the partnership.

My Commission expires:



[Signature]
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTIONFIFTH ADDITION:

A part of the Southeast Quarter (SE/4) of Section 18, Township 14 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma, and more particularly described as follows:

Commencing at the Southeast (SE) corner of said Southeast Quarter (SE/4); THENCE South 89 degrees 56' 41" West along the South line of said Southeast Quarter (SE/4) a distance of 1,428.73 feet; THENCE North 00 degrees 00' 00" East a distance of 770.43 feet to the point of beginning:

THENCE North 90 degrees 00' 00" West a distance of 120.00 feet;
THENCE North 00 degrees 00' 00" East a distance of 36.45 feet;
THENCE along a curve to the right in a Northerly direction with a radius of 175.00 feet an arc distance of 4.34 feet;
THENCE North 88 degrees 34' 49" West a distance of 170.11 feet;
THENCE North 00 degrees 00' 00" East a distance of 141.42 feet;
THENCE North 45 degrees 00' 00" East a distance of 616.39 feet;
THENCE South 45 degrees 00' 00" East a distance of 120.00 feet;
THENCE North 45 degrees 00' 00" East a distance of 5.00 feet;
THENCE South 45 degrees 00' 00" East a distance of 175.00 feet;
THENCE South 45 degrees 00' 00" West a distance of 506.27 feet;
THENCE South 00 degrees 00' 00" West a distance of 59.23 feet to the point of beginning.

BOOK 6514 PAGE 1807

EXHIBIT "B"

None in the Fifth Addition.

m3/dec-ashe.005

**AMENDMENT OF
DECLARATIONS OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
ASHEFORDE OAKS FIRST, SECOND, THIRD, FOURTH,
FIFTH AND SIXTH ADDITION**

THIS AMENDMENT is made this ____ day of March, 1998, effective March 30, 1996, by the Asheforde Oaks Homeowners Association, an Oklahoma corporation, hereinafter referred to as "Association".

W I T N E S S E T H

WHEREAS, certain Declarations of Covenants, Conditions, Restrictions and Easements ("Declarations") covering and affecting, Asheforde Oaks are recorded in the Oklahoma County Records as follows:

First and Second Addition recorded in Book 6085 at Page 1538 on August 31, 1990,
Third Addition recorded in Book 6200 at Page 530 on August 16, 1991,
Fourth Addition recorded in Book 6247 at Page 363 on January 16, 1992,
Fifth Addition recorded in Book 6514 at page 1790 on November 10, 1993,
Sixth Addition recorded in Book 6647 at page 1543 on August 29, 1994, and

WHEREAS, the Declarations covering and affecting Asheforde Oaks are also made a part of the subdivision plat which is recorded in the office of the County Clerk of Oklahoma County, Oklahoma as follows:

First Addition Book 54 of Plats at Page 76
Second Addition Book 54 of Plats at Page 75
Third Addition Book 54 of Plats at Page 48
Fourth Addition Book 54 of Plats at Page 29
Fifth Addition Book 55 of Plats at Page 31
Sixth Addition Book 56 of Plats at Page 72, and

WHEREAS, the Association has deemed it in the best interests of Asheforde Oaks to clarify and amend the Declarations.

NOW THEREFORE, the following language shall be inserted in Section 4 of the Declarations for the First through the Sixth Addition of Asheforde Oaks:

"Item 4.5 These Covenants may be amended or repealed, and any new Covenants may be adopted, upon the approval of said Covenant by seventy-five percent (75%) of the members of the Association present or represented by proxy at a duly constituted meeting."

FURTHER, the language in Section 1.15 of the Declarations for the First, Second, Third and Fourth Addition and Section 1.14 of the Declarations for the Fifth and Sixth Addition shall be deleted and the following language inserted:

“All roofing material, for all additions or phases, present and future, of Asheforde Oaks Addition, shall be specified as wood shingles, shakes, clay tile, or composition shingles. Composition shingles must be high-definition in a weight of no less than 350 pounds per square, in the color of “weathered wood” or its equivalent under various brand names. The ridge must be an architectural “Z” type. Valleys must be “W” galvanized metal, factory-painted to match the installed composition shingles. This Covenant shall apply to any newly platted phases, to the replacement of existing wood roofs, to new construction in phases previously limited to wood roofs, and to phases which permit composition roofing material but do not specify weight, color or architectural requirements contained herein.”

Executed the day and year first above written.

ASHEFORDE OAKS HOMEOWNERS
ASSOCIATION

By: _____
Kenton L. Sams, President

State of Oklahoma §
 §
County of Oklahoma §

Before me the undersigned, a Notary Public, in and for said County and State, on this ____ day of _____, 1998, personally appeared Kenton L. Sams, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as President of the Asheforde Oaks Homeowners Association, an Oklahoma corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

Notary Public