

WTA-84

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICT

For

MONTEREAU,
OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA

Doc#: R 2007 4799
Blk&Pg: RB 3299 342-369
File: 03-05-2007 LA
03:27:31 PM RT
Canadian County, OK

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MONTEREAU, OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA is made on the date hereafter set forth by PARADIGM DEVELOPMENT GROUP, LLC, an Oklahoma limited liability company. Words bearing initial capital letters shall have the meanings ascribed to them in Article 1.

WITNESSETH:

WHEREAS, Declarant is the Owner of the Property described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant desires to establish and preserve a general and uniform plan for the improvement, development, sale and use of the Property for the benefit of the present and future Owners of the Lots;

NOW, THEREFORE, Declarant does hereby declare that the Property shall be held, transferred, sold, conveyed, occupied and enjoyed subject to this Declaration.

ARTICLE I

Concepts and Definitions

As used in this Declaration, the terms set forth below shall have the following meanings:

A. **ANNUAL MAINTENANCE CHARGE** - The annual assessment made and levied by the Association against each Owner and such Owner's Lot in accordance with the provisions of this Declaration.

B. **APPOINTED BOARD** - The Board of Directors of the Association appointed by Declarant pursuant to the provisions of Section 4.1 of this Declaration.

C. **ARCHITECTURAL GUIDELINES** - The guidelines promulgated by the Architectural Review Committee, as the same may be amended from time to time, which set forth the minimum acceptable standards to be complied with to preserve the overall architectural and aesthetic appearance, the natural setting and beauty of the Subdivision, to establish and preserve a harmonious design for the Subdivision and to protect and promote the monetary value of the Subdivision.

D. **ARCHITECTURAL REVIEW COMMITTEE** - The Architectural Review Committee established and empowered in accordance with Article III of this Declaration.

E. **ARTICLES OF INCORPORATION** - The Articles of Incorporation of the Association.

F. **ASSOCIATION** - Montereau Property Owners' Association, Inc., an Oklahoma non-profit corporation, its successors and assigns.

G. **ASSOCIATION AND RELATED PARTIES** - The Association, the Association's directors, officers, managers, employees, agents and attorneys and the Declarant, the Declarant's managers, employees, agents and attorneys.

H. **BOARD or BOARD OF DIRECTORS** - The Board of Directors of the Association, whether the Appointed Board, the First Elected Board or any subsequent Board.

I. **BUILDER(S)** - Builders approved by the Declarant who purchase Lots in bulk (multiple) fashion for the purpose of building Residential Dwellings which will be sold to the general public. Builders shall not be responsible for Annual Maintenance Charges on a Lot until the earlier of the date of issuance of a Certificate of Occupancy by the City of Oklahoma City for such Lot or the second (2nd) anniversary of the Builder's acquisition of such Lot.

J. **BYLAWS** - The Bylaws of the Association, as amended or restated from time to time.

K. **COMMON AREA** - The real property depicted on the Plat as a "Common Area" which is owned by the Declarant or Association for the common use and benefit of the Members of the Association, including, but not limited to, as applicable, the Streets, lakes, swimming pools and appurtenant structures, playgrounds, parks and wildlife areas located within the Subdivision. The Declarant is not obligated to construct or maintain such Common Area.

L. **DECLARANT** - Paradigm Development Group, LLC, an Oklahoma limited liability company, its successors and assigns. The Declarant is not responsible for Annual Maintenance Charges on unsold or undeveloped Lots.

M. **DECLARATION** - The Declaration of Covenants, Conditions and Restrictions for Montereau, Oklahoma City, Canadian County, Oklahoma, recorded with the County Clerk of Canadian County, Oklahoma, as the same may be amended from time to time.

N. **FIRST ELECTED BOARD** - The Board of Directors of the Association elected by the Members of the Association as provided in Section 4.4 of this Declaration.

O. **LAKE(S)** - Any body of water, pond, pool or stream, including the bank area thereof, located in a Common Area.

P. **LAKE FRONT & COMMON AREA LOTS** - Lots Seventeen (17) through Twenty Nine (29), Block Two (2) as shown on the Plat.

Q. **LOT(S)** - Each of the Lots, including the Lake Front and Common Area Lots, depicted on the Plat. An Owner or the Association is prohibited from selling a Lot(s) for Common Area access.

R. **MAINTENANCE FUND** - Any accumulation of the Annual Maintenance Charges, together with all interest, penalties, assessments and other sums collected by the Association pursuant to the provisions of this Declaration.

S. **MEMBER(S)** - All Lot Owners who are Members of the Association as provided in Article IV of this Declaration.

T. **MORTGAGE** - A mortgage or lien granted by an Owner to secure the payment of a loan made to such Owner, duly recorded in the office of the County Clerk of Canadian County, Oklahoma creating a first lien encumbering a Lot and some or all of the improvements thereon.

U. **OWNER(S)** - Any individual(s), builder(s), corporation, partnership, limited liability company, association, trust or other entity or any combination thereof which is the record Owner of fee simple title to a Lot but excluding those having an interest merely as security for the performance of a debt or other obligation, such as a mortgage, until such Person has acquired fee simple title pursuant to foreclosure or other proceedings.

V. **PERSON(S)** - A natural person, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or combination thereof.

W. **PLAT** - The Plat (a copy of which is attached hereto as Exhibit "B" and made a part hereof) for Montereau, Oklahoma City, Canadian County, Oklahoma, recorded with the County Clerk of Canadian County, Oklahoma, and any replat thereof.

X. **PLANS** - The final construction plans and specifications, as approved by the Architectural Review Committee (including a related site plan) of any Residential Dwelling, building or improvement of any kind to be erected, placed, constructed, maintained or altered on any portion of the Property.

Y. **PROPERTY** - All of Montereau, Oklahoma City, Canadian County, Oklahoma, according to the Plat and any other real property that may be subjected to this Declaration by annexation documents recorded with the County Clerk of Canadian County, Oklahoma.

Z. **RESIDENTIAL DWELLING** - The single family residence and appurtenances constructed on a Lot.

AA. **RULES AND REGULATIONS** - Rules adopted from time to time by the Board which govern the management and administration of the Subdivision for the use, benefit and enjoyment of the Owners and their guests and invitees and the Common Area including, but not limited to, lakes, recreational areas, and swimming pools and appurtenant structures.

BB. **SPECIAL ASSESSMENT** - The amount in excess of the Annual Maintenance Charge imposed by the Board in accordance with Section 5.5 of this Declaration.

CC. **STREET** - All rights of way within the Subdivision which provide ingress and egress to, from and through the Subdivision, including, but not limited to, any lane, drive, boulevard, court, circle or cul-de-sac.

DD. **SUBDIVISION** - The Property, together with all improvements now or hereafter situated thereon and all appurtenances thereto.

EE. **UTILITY COMPANY(IES)** - Any public entity, utility district, governmental or one or more private entities that regulate, provide or maintain utilities and drainage.

ARTICLE II

General Provisions Relating to Use and Occupancy

SECTION 2.1. USE RESTRICTIONS.

A. **GENERAL.** THEREFORE, the Declarant does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Declarant, its successors and assigns, and shall be enforceable as hereinafter set forth. The Property shall be held, transferred, sold, conveyed, used and occupied subject to this Declaration and Rules and Regulations.

B. **SINGLE FAMILY RESIDENTIAL USE.** Each Owner shall use such Owner's Lot and the Residential Dwelling on the Lot for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, without limitation, express or implied, the use of any Lot for a duplex apartment, a garage apartment or any other apartment, or for any multi-family use or for any business, professional or other commercial activity of any type, unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the Residential Dwelling. The term "single family residential purposes" shall also be defined as: (a) one (1) or more individuals related by blood, marriage or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their dependent parents and their dependent grandparents; (b) no more than two (2) unrelated individuals living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their dependent parents and their dependent grandparents; and (c) in no

event shall any Residential Dwelling be occupied by more individuals than the product of the total number of bedrooms contained in the Residential Dwelling multiplied by two (2). No Owner shall use or permit such Owner's Lot or Residential Dwelling to be used for any purpose that would: (i) void any insurance in force with respect to the Subdivision; (ii) make it impossible to obtain any insurance required by this Declaration; (iii) constitute a public or private nuisance, which determination may be made by the Board in the Board's sole discretion; (iv) constitute a violation of this Declaration or any applicable law; (v) unreasonably interfere with the use and occupancy of the Subdivision by other Owners; or (vi) generate an unreasonable amount of vehicular traffic within the Subdivision as determined by the Declarant or the subsequent Association.

C. **PASSENGER VEHICLES.** Except as provided in Section 2.1, D of this Declaration, no Owner, leasee, tenant or occupant of a Residential Dwelling, including all individuals who reside with such Owner, leasee or occupant on the Lot, shall park, keep or store any vehicle or pick-up truck in the Street for a period for longer than forty eight (48) consecutive hours. The term "pick-up truck" is limited to a one (1) ton capacity pick-up truck which has not been adapted or modified for commercial use. The Association shall have the right to cause any vehicle in violation of any of the foregoing restrictions to be towed in the manner provided in the Oklahoma Transportation Code.

D. **OTHER VEHICLES.** No mobile home trailers, recreational vehicles, project vehicles, boats, boat rigging, trailers, campers or equipment of any kind shall be stored on any Lot, Street or driveway except within an enclosed garage.

E. **VEHICLE REPAIRS.** No passenger vehicle, pick-up truck, mobile home trailer, recreational vehicle, boat or other vehicle of any kind shall be constructed, reconstructed or repaired (including, without limitation, express or implied, oil changes) on any Driveway or Street within the Subdivision.

F. **GARAGE AND ESTATE SALES.** One (1) neighborhood garage sale shall be held on a date established by the Association. Additional neighborhood garage sales must be voted on and approved by the Association.

G. **NUISANCES.** No noxious or offensive trade or activity shall be carried out upon any Lot nor shall anything be done thereon that may be or may become an annoyance or nuisance to the Subdivision. No rubbish or debris of any kind shall be placed or permitted to accumulate on or adjacent to any Lot and no odor shall be permitted to emanate therefrom, so as to render any portion of a Lot unsanitary, unsightly, offensive or detrimental to any other Lot or to any Owner. No nuisances shall be permitted to exist or operate on any Lot. Without limiting the generality of any of the foregoing provisions, no wind chimes, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot.

H. **REPAIR OF BUILDINGS.** No Residential Dwelling, other building or structure on any Lot shall be permitted to fall into disrepair, and each such Residential Dwelling, building or structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner at such Owner's sole cost and expense.

I. **TRASH CONTAINERS.** No garbage or trash shall be placed or kept within the Subdivision except in covered containers of a type, size and style provided by the City of Oklahoma City or in the alternative, as approved by the Architectural Review Committee. In no event shall any such containers be maintained on a Lot so as to be visible from any Street or neighboring Lot except to make the same available for collection and then only for the period that collection is scheduled.

J. **CLOTHES DRYING.** No outside clothesline or other outside facility for drying or airing clothes shall be erected, placed or maintained on any Lot.

K. **ANIMALS.** Each Owner may have a maximum of generally recognized house or yard pets (as permitted by Oklahoma City Ordinance) but only if such pets are kept solely as domestic pets and not for commercial purposes. No unleashed dog or other animal is permitted on any Street or Common Area. No animal or bird shall be

allowed to make an unreasonable amount of noise or to become a nuisance. The keeping or housing of poultry, wolf, swine, cattle, horses or other livestock of any kind is prohibited within the Subdivision.

L. **DISEASES AND INSECTS.** No Owner shall permit or allow any condition to exist on such Owner's Lot which would induce, breed or harbor infectious diseases or attract insects or provide a source for the breeding and propagation of insects.

M. **RESTRICTION ON FURTHER SUBDIVISION.** No Lot shall be further subdivided, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed by any Owner without the prior written approval of the Architectural Review Committee.

N. **SIGNS/FLAGS/FLAG POLES.** No signs, flags, or flag poles whatsoever (including, but not limited to, "for rent," commercial, political and similar signs) shall be erected or maintained on any Lot except:

- (i) Street signs and such other informational signs as may be required by law;
- (ii) For resale purposes, one (1) job identification sign not larger than forty-eight (48) inches in height and forty-eight (48) inches in width and having a face area not larger than nine (9) square feet; and
- (iii) Not more than two (2) political signs having a face area not larger than four (4) square feet each for a period of time commencing three (3) weeks before the corresponding election day and ending two (2) days after the election day, unless otherwise provided by law.

Nothing contained in this Declaration shall be construed to prevent the erection and maintenance by Declarant or the Declarant's duly authorized agents, of structures or signs necessary or convenient to the development, advertisement, sale, operation or other disposition of a Lot. Moreover, any lender providing financing to Declarant in connection with the development of the Subdivision may erect signs on Lots owned by Declarant to identify such lender. Builders or Owner may erect or cause to be erected one (1) "For Sale" sign not to exceed nine (9) square feet on each Lot that said Builder or Owner owns. In all other instances, the Architectural Review Committee must approve all signs prior to placement within the Subdivision.

O. **TREES.** Except for the exclusive area for the pad site of the Residential Dwelling and the driveway, plus five (5) feet around said areas, no trees with a trunk diameter larger than three (3) inches shall be removed or caused to be removed, from a Lot without the written consent of the Architectural Review Committee or Declarant. No Owner or Builder shall be permitted to burn trees cleared from the Lot within the Subdivision. Trees being removed from the Lot must be cut and removed by transport container or trailer. Notwithstanding the foregoing, trees approved by the Architectural Review Committee or Declarant for removal may be shredded and used for mulch material.

SECTION 2.2. DECORATION, MAINTENANCE, ALTERATION AND REPAIRS.

Subject to the provisions of Article III of this Declaration, each Owner shall have the right to modify, alter, repair, decorate, redecorate or improve the Residential Dwelling on such Owner's Lot, provided that all such action is performed with a minimum inconvenience to other Owners and does not, in the sole discretion of the Architectural Review Committee, constitute a nuisance. Notwithstanding the foregoing, the Architectural Review Committee shall have the authority to require any Owner to remove or eliminate any object situated on such Owner's Residential Dwelling or Lot that is visible from any Street or any other Lot, if, in the Architectural Review Committee's sole judgment, such object detracts from the visual attractiveness of the Subdivision or could be found to be offensive by another Owner.

SECTION 2.3. TYPE OF CONSTRUCTION AND MATERIALS.

A. **TYPES OF STRUCTURES.** No structures shall be erected, altered, placed or permitted to remain on any Lot other than one Residential Dwelling, together with an attached garage accommodating a minimum of two (2) vehicles which is subject to approval by the Architectural Review Committee.

B. **STORAGE.** Without the prior written consent of the Architectural Review Committee, no building materials of any kind or character shall be placed or stored on any Lot more than thirty (30) days before the construction, renovation or repair of a Residential Dwelling, structure or other improvement is commenced. All materials permitted to be placed on a Lot shall be placed within the property lines of the Lot. After the commencement of construction, such construction shall be prosecuted diligently to the end that the Residential Dwelling, structure or improvement shall not remain partially completed any longer than reasonably necessary as determined in the sole discretion of the Architectural Review Committee. In no event shall any structure or improvement remain in a partially completed condition longer than twelve (12) months from commencement of such construction, renovation or repair. On the completion of the construction, any unused materials shall be removed immediately from the Lot and any damage to the Lot, whether landscape or otherwise, shall be restored to the condition which existed prior to the construction.

C. **TEMPORARY STRUCTURES AND OUTBUILDINGS.** No structures of a temporary character, trailer (with or without wheels and whether or not attached to a foundation), mobile home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, tent, shack, storage shed, barn or any other outbuilding, structure or building, other than the permanent Residential Dwelling and the garage shall be placed on any Lot. Outbuildings and storage sheds are prohibited unless constructed of similar finish, colors and materials as the Residential Dwelling and are placed up against the Residential Dwelling or constructed as a permanent part of the Residential Structure. Plans for outbuildings, storage sheds, and pool cabanas must be submitted to and approved by the Architectural Review Committee.

D. **GARAGES.** No carports are permitted within the Subdivision. No garage shall be constructed on any Lot without the prior written consent of the Architectural Review Committee and all garages must comply with Section 2.4 C of this Declaration.

E. **AIR CONDITIONERS.** No window, roof or wall type air conditioner shall be used, placed or maintained on or in any Residential Dwelling, garage or other building.

F. **ANTENNAS.** Only satellite dish antennas which are twenty-four inches (24") or smaller in diameter and antennas designed to receive television broadcast signals may be installed, provided such antennas are not installed on the front elevation of the Residential Dwelling.

G. **FOUNDATIONS.** Any exposed foundation or stem walls shall be covered with the same type, quality and grade of siding or masonry material used in the construction of the Residential Dwelling. All foundation systems should be designed and constructed satisfactory to the City of Oklahoma City.

H. **EXTERIOR FINISH.** The exterior of the Residential Dwelling on each Lot must be comprised of not less than eighty percent (80%) masonry with a combination of brick, stone and/or stucco. **Only "authentic" stone is permitted,** no imitation or manufactured stone will be permitted. All brick, stone, stucco and mortar must be approved by the Architectural Review Committee as to type, size, color and application for all remodels and homeowner changes. No concrete, concrete block or cinder block shall be used as an exposed building surface. Unless copper, all metal flashing, valleys, vents, pipes and gutters installed on a Residential Dwelling shall be painted or otherwise finished to blend with the color of the exterior materials to which they are adhered.

I. **EXTERIOR FRONT ELEVATIONS.** Residential Dwellings with the same front architectural elevation shall not be visible one to the other, as determined by the Architectural Review Committee.

J. **SIDING.** 4'x8' wood, masonite or stucco board siding, if used, must have textured face and 1x4 batts applied at 48" on center. All joints must be batted.

K. **EXTERIOR LIGHTING.** Exterior lighting packages must be installed and operational and include a combination of "carriage" lights and up or down cast accent lights across the front elevation of each Residential Dwelling. The appearance and scale of exterior lighting must be compatible with the overall "Old World" theme of the Property and the Declarant or Architectural Review Committee reserves the right to determine

whether or not all exterior lighting meets this theme and reserves the right to require any Builder or Owner to replace any and all lighting at the cost of the Builder or Owner. This applies to all exterior light replacements as well. Seasonal or holiday lighting shall be removed by the Owner from each Lot and the exterior of the Residential Dwelling within fifteen (15) days after such holiday.

L. **WINDOWS.** Aluminum, vinyl or wood windows are permitted. Aluminum windows with an unfinished mill finish are not permitted.

M. **EXTERIOR FRONT DOORS.** A selection of exterior doors for front elevations of Residential Dwellings has been "pre-approved" by the Declarant. A selection list is available upon request from any approved Builder. These "pre-approved" doors are intended to set a minimum design standard for the Subdivision. Alternative doors and styles must be submitted to and approved by the Architectural Review Committee. All remodels and door replacements must be submitted to and approved by the Architectural Review Committee.

N. **MAILBOXES.** A custom standardized mailbox (as adopted by the Architectural Review Committee or Declarant) shall be purchased, installed and maintained on each Lot by Builder or Owner. Mailboxes should be installed when Residential Dwelling is substantially complete. No two (2) Lots shall share a mailbox and each Builder or Owner must provide one (1) mailbox per Residential Dwelling.

O. **ROOFING.** No Residential Dwelling shall have a roof pitch of less than 9/12; except that shed roofs can have a roof pitch of no less than 4/12. No solar or other energy collection panel, equipment or device shall be installed or maintained on any Lot or Residential Dwelling if visible from any Street. Unless copper, valleys, vents, pipes and gutters installed on a Residential Dwelling shall be painted or otherwise finished to blend with the color of the exterior materials to which they are adhered. Roofing material shall be 30-Year (minimum) architectural self-sealing composition roofing shingles. Approved color samples from "Elk Prestique" are: **Black Forest, Weathered Sage, Weathered Wood, Antique Slate, and Sablewood.** **Comparable colors from other manufacturers may be accepted, as determined by the Architectural Review Committee.** All re-roof materials shall comply with these Declarations.

P. **FIREPLACE CHIMNEYS, CAPS AND VENTS.** Chimneys must be faced with brick, stone or stucco. Unless copper, all metal flashing, valleys, vents, pipes and gutters installed on a Residential Dwelling shall be painted or otherwise finished to blend with the color of the exterior materials to which they are adhered.

Q. **WATER WELLS AND SEPTIC TANKS.** No water wells or septic tanks shall be located within the Subdivision. Notwithstanding the foregoing, nothing contained herein shall prohibit Declarant or the Board from installing and maintaining water wells for the purpose of maintaining water levels of the Lakes and for irrigation of Common Area, or other used determined necessary by Declarant or the Board.

R. **UTILITY METERS AND HVC EQUIPMENT.** All electrical, gas, telephone and cable television meters shall be located, to the extent possible, in the least obtrusive location. All exterior heating, ventilating and air-conditioning compressor units and equipment shall be located at the rear or at the side of the Residential Dwelling.

S. **RECREATIONAL AND COOKING STRUCTURES.** Free standing playhouses, play structures, and trampolines must be setback a minimum of five (5) feet from all property lines. Playhouses and play structures in excess of ten (10) feet in height must be pre-approved by the Architectural Review Committee prior to installation. Trampolines are permitted in rear yards provided they do not exceed the fence height of six (6) feet and are not visible by adjoining Lot owners. While in use, temporary basketball goals are permitted in the driveway. Immediately following use, the temporary basketball goal must be stored in the garage of the Residential Dwelling or horizontally within the rear yard behind a fence so as not to be visible from any Street or neighboring Lots. Permanent basketball goals are not permitted in the front or side of any Residential Dwelling. Barbecue grills or other types of outdoor cooking equipment and patio furniture shall be stored within the rear yard.

T. LANDSCAPING AND IRRIGATION.

(1) All open Lot areas shall be fully sodded. The front and side yards of each Residential Dwelling shall be professionally landscaped according to these **MINIMUM** requirements:

Standard Interior Lots

The front yard of each Residential Dwelling must have two (2) trees with a minimum of 3-inch diameter at breast height "DBH", two (2) 25-gallon plants, four (4) 7-gallon plants, twenty (20) 3-gallon plants, and twenty (20) 1-gallon plants along with appropriate mulch, edging, etc.

Corner Lots

All corner Residential Dwellings must satisfy the above Standard Interior Lot requirements in addition to: the side yard facing the Street, must have one (1) tree with a minimum of 3-inch diameter at breast height "DBH", two (2) 7-gallon plants, five (5) 3-gallon plants, and five (5) 1-gallon plants.

All sod and landscaping shall be completed within sixty (60) days of the issuance of the Certificate of Occupancy for the improvements. Landscaping that does not comply will be considered an event of noncompliance and Declarant shall give notice of such noncompliance to Builder. Builder shall have thirty (30) days within which to cure the noncompliance. If the noncompliance is not cured within thirty (30) days, a letter of noncompliance will be issued against the Residential Dwelling and will result in an assessment of \$100.00 per day until cured. If existing trees remain on Lot and meet the above requirements, the tree requirement shall have been waived.

(2) Nothing in this Declaration shall be deemed to permit any vegetable, herb or similar gardens or plants being planted on any Lot.

(3) No Owner shall allow the grass to grow to a height in excess of six (6) inches as measured from the surface of the ground.

(4) Seasonal or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations, etc.) shall be removed by the Owner from each Lot and the exterior of the Residential Dwelling within fifteen (15) days after such holiday.

(5) Flags and flag poles, of any kind, are prohibited.

(6) The planting of any plants, flowers, herbs, vegetables, shrubbery or trees or the erection of any fence or structure on the Common Area by an Owner is strictly prohibited.

(7) The use of artificial or manmade plant material is prohibited. Without the approval of the Architectural Review Committee, ornamental landscape design items are prohibited.

(8) An automatic timer controlled underground irrigation system must be installed to adequately irrigate all planting beds and grassed areas to include front, side, and rear yards and shall be completed within sixty (60) days of the issuance of the Certificate of Occupancy for the improvements. Spray should be contained to the Lot. The system's performance is the sole responsibility of the Owner. The Declarant, Architectural Review Committee, or the Association shall not be held liable for any injury, damages or loss arising out of the manner or quality of irrigation systems.

U. SWIMMING POOLS AND OTHER AMENITY STRUCTURES. Subject to this Declaration, swimming pools, outdoor hot tubs, reflecting ponds, saunas, whirlpools, and lap pools may be constructed, installed and maintained on any Lot and shall be located within the rear yard behind a fence so as not to be visible from neighboring Lots, unless otherwise approved by the Architectural Review Committee or the Association. Above ground pools are prohibited. Plans for pool cabanas must be submitted to and approved by the Architectural Review Committee and will be required to be constructed of similar finish, colors and materials as the Residential Dwelling.

V. DRIVEWAYS AND SIDEWALKS. The Owner of each Lot shall construct and maintain, at such Owner's sole expense, the driveway from the garage to the abutting Street, including the portion of the driveway in the Street easement. Driveways must be a minimum of ten (10) feet wide. **All sidewalks shall be "MEANDERING"** and shall not be "straight" and shall properly connect to sidewalks of adjoining Lots. All driveways and sidewalks shall be paved with concrete. Asphalt, chert, gravel or loose stone driveways and sidewalks are prohibited. The Owner shall repair, at the Owner's sole expense, any damage to the Street caused in connection with the construction of the driveway.

W. **LOT MAINTENANCE.** As required by paragraph T(3) above, each Owner, at such Owner's sole expense, shall at all times keep all grass on the Lot cut in a sanitary, healthful and attractive manner. In the event that the Owner fails to keep all grass on the Owner's Lot cut in a sanitary, healthful and attractive manner, the Association may, at the Association's option, without liability to the Owner or otherwise, enter on said Lot and cut the grass. On receipt of an invoice from the Association for costs incurred for mowing the grass, the Owner agrees to pay such charges immediately. Payment of such costs shall be secured by the lien created in Article V of this Declaration. The Owners of Lots at intersecting Streets, where the rear yard or portion of the Lot is visible to full public view, shall construct and maintain a suitable enclosure approved in writing by the Architectural Review Committee to screen the following from public view; yard equipment, wood piles and storage piles that are incident to the normal residential requirements of a typical family.

X. **EXTERIOR COLORS.** Iridescent colors or tones considered to be brilliant are not permissible, as determined by the Architectural Review Committee. For the purpose of this paragraph, "brilliant" is construed to mean a color that is not in the general texture of both the overall community and natural setting of the Subdivision, as determined by the Architectural Review Committee. The purpose of this covenant is to maintain harmony of the exterior paint colors of the structures throughout the Subdivision. In the event of repainting, all colors must be approved by the Architectural Review Committee.

SECTION 2.4. SIZE AND LOCATION AND ORIENTATION OF RESIDENCES.

A. **MINIMUM ALLOWABLE AREA OF INTERIOR LIVING SPACE.** The minimum allowable area of finished heated interior living space in a Residential Dwelling shall be 1,800 square feet (veneer) on the first story. The computation of living area shall not include steps, porches, exterior balconies, basements, garages, or attic area used for storage.

B. **MAXIMUM ALLOWABLE HEIGHT OF BUILDING.** No Residential Dwelling shall exceed a reasonable height required for two and one-half (2 ½) stories of living space (above finished grade) plus a pitched roof. No residential dwelling shall have more than two and one-half (2 1/2) stories of living space above finished grade. No residential dwelling shall exceed a height of thirty-five (35) feet above finished grade.

C. **GARAGES.** All garages shall be attached to the primary dwelling, unless otherwise approved by the Architectural Review Committee. Garages shall be finished in the same material and subject to the same restrictions as the Residential Dwelling. All garages must accommodate a minimum of two (2) vehicles with a minimum of a two car garage. However, no more than three (3) garage door openings will be allowed. Stamped metal garage doors and garage doors with glass are prohibited. All garage doors must include wood trim to provide the appearance of "Carriage Doors" and a sketch of the carriage trim detail must be submitted to and approved by the Architectural Review Committee. Garages shall be enclosed and carports are prohibited.

D. **LOCATION OF IMPROVEMENTS SETBACKS.** No Residential Dwelling, garage or improvement on any Lot other than fencing and/or landscaping approved by the Architectural Review Committee shall be located nearer to the front building line than that shown on the Plat. No Residential Dwelling, garage or improvement other than approved fencing or landscaping on any Lot shall be located nearer to the rear or side property lines than five (5) feet or setback lines shown on the filed Plat.

E. **ORIENTATION OF PRIMARY RESIDENCE.** All Residential Dwellings shall front an interior public street and derive its access solely from an interior public street. Corner Lots may front either interior public street but must derive its access solely from an interior public street. However, Block 4, Lot 1, must front the interior public street to the front, NW 147th Place, and Block 4, Lot 17, must front the interior public street to the front, NW 147th Terrace.

SECTION 2.5. WALLS AND FENCES.

A. **CONSTRUCTION.** Standard wood privacy fencing, if installed, must be constructed of wood or metal posts, wood rails, and wood pickets with standard "dog ear" top detail. Wood fences shall be six (6) feet in height. All wood fencing, visible from any interior public street, shall be constructed "good side" out. Fencing for rear yards of Lake and Common Area Lots is required, which includes Block Two (2), Lots Seventeen (17) through Twenty Nine (29), as shown on the Plat, and shall consist of standardized four (4) foot tall black powder coated aluminum fencing as approved by the Architectural Review Committee or Declarant. Interior fencing or walls shall not extend beyond the building lines of the lot and, if a residence is built behind the front building line of a lot, fencing may not extend in front of the residence, provided however, on corner lots fencing may extend to within fifteen (15) feet of the side yard lot line. All replacement fences or walls must be constructed of materials consistent with, and visually compatible to, the materials used in the construction of the original. In no event shall any fence be constructed of chain link, wire, or vinyl.

B. **MAINTENANCE.** It shall be the Owner's responsibility to maintain any wall or fence erected on such Owner's Lot. In the event the Owner fails to maintain said wall or fence and such failure continues after thirty (30) days prior written notice from the Association, Declarant, the Declarant's successors or assigns or the Association, may, at either's option, without liability to the Owner or otherwise, enter on the Lot to perform necessary repair or maintenance. The Owner agrees to immediately reimburse the Declarant or the Association, as the case may be, for any costs incurred in connection with such repair or maintenance on receipt of an invoice therefor. Any costs not paid by the Owner for such repair or maintenance shall be added to the Owner's Annual Maintenance Account and be secured by the lien created in Article V of this Declaration.

C. **ERECTION BY DECLARANT.** Declarant shall have the right, but not the obligation, to construct fences or walls within or around the Subdivision, including, but not limited to, a fence along the perimeter of the Subdivision. An Owner shall be responsible for any damage to a fence or wall constructed by the Declarant which is caused by such Owner or his family members, or the acts of his guests, agents or invitees. In the event any damage to a fence or wall is not corrected by the Owner after written notice, the Declarant or the Association, at either's option, may without liability to the Owner or otherwise, enter on the Lot to perform necessary repair or maintenance to such fence or wall. The Owner agrees to immediately reimburse the Declarant or the Association, as the case may be, for any costs incurred in connection with such repair or maintenance on receipt of an invoice therefor.

SECTION 2.6. RESERVES AND EASEMENTS.

A. **UTILITY EASEMENTS.** Declarant reserves the utility easements, roads and rights-of-way shown on the Plat for the construction, addition, maintenance and operation of all necessary utility systems including systems of electric light and power supply, telephone service, cable television service, gas supply, water supply and sewer service, including systems for utilization of services resulting from advances in science and technology. There is hereby created an easement on, across, over and under all of the Subdivision for ingress and egress for the purpose of installing, replacing, repairing and maintaining all utilities. By virtue of this easement, it shall be expressly permissible for the Utility Companies to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto under the land within the utility easements now or from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this Section 2.6, A., no utilities or appurtenances thereto may be installed or relocated on the Subdivision until approved by Declarant or the Architectural Review Committee.

B. **ADDITIONAL EASEMENTS.** Declarant reserves the right to impose further restrictions and dedicate additional easements and roadway rights of way by document recorded with the County Clerk of Canadian County, Oklahoma or by express provisions in conveyances with respect to Lots not yet sold by Declarant.

C. **CHANGES TO EASEMENTS.** Declarant reserves the right to make changes in and additions to all easements for the purpose of aiding in the most efficient and economic installation of improvements and utility systems.

D. **ANNEXATION OF ADDITIONAL PROPERTIES.** The Declarant will cause to be filed of record the Declaration for the Subdivision, Montereau. The Declaration will provide that the Declarant may from time to time file of record a Notice of Annexation. Upon the filing of such a Notice of Annexation, additional properties platted into residential lots, containing Streets and utilities for public use, additional Common Area, and recreational facilities, such as a swimming pool and other recreational facilities which the Declarant determines will enhance the value, desirability and attractiveness of the Subdivision and usefulness and enjoyment of the Common Area by members of the Association, will become annexed to and a part of the Subdivision. Every person who becomes a fee Owner of Lot in the annexed property by acceptance of a deed to the Lot therein shall constitute acceptance of membership in the Association as of the date of Annexation, or as of the date of recording of the deed, whichever occurs first. The Owners of Lots in annexed properties and Owners of Lots in the original platted addition, will bear all the cost of maintenance of Common Area and recreational facilities, in the same manner as if the annexed properties were a part of the original plat of Montereau. The Association shall through assessments bear all cost for maintenance of the additional Common Area and recreational facilities on the same basis as the Association bears all cost for maintenance of the Common Area within Montereau and the annexed property.

E. **MINERAL RIGHTS.** It is expressly agreed and understood that the title conveyed by Declarant to any Lot by deed or other conveyance shall not in any event be held or construed to include the title to any oil, gas, coal, lignite, uranium, iron ore or any other minerals, water (surface or underground), gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under authority of Declarant or its agents or Utility Companies through, along or on said easements or any part thereof to serve said Lot or any other portion of the Subdivision. Declarant hereby expressly reserves the right to maintain, repair, sell or lease such lines, utilities, drainage facilities and appurtenances to any Utility Company or to any other party. Notwithstanding the fact that the title conveyed by Declarant to any Lot by deed or other conveyances shall not be construed to include the title to oil, gas, coal, lignite, uranium, iron ore or any other minerals, neither Declarant nor any Owner shall have surface access to the Property for mineral purposes.

F. **DRAINAGE.** No Owner shall allow activities on any Lot, during or following construction, which would impede natural drainage or interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility lines, pipe, well or easement. No activity or improvement shall direct drainage so as to negatively impact adjacent lots, Common Area or other existing improvements. The Owner responsible for any negative impacts shall be solely responsible for immediately rectifying the problem and repairing any damages at their sole expense. No Lot Owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across their Lot. In no event shall an Owner obstruct or interfere with any portion of the drainage system.

G. **COMMON AREA.** The Common Area is reserved for the common use, benefit and enjoyment of the Owners, subject to such reasonable Rules and Regulations governing the use thereof as may be promulgated by the Association. An Owner's right to use the Common Area is appurtenant to title to a Lot. Each Owner shall observe and comply with the Rules and Regulations promulgated by the Association relating to the Common Area. Furthermore, each Owner acknowledges and agrees that the Association has the right to restrict any Owner or other Person from use of such Common Area for failure to observe and comply with said Rules and Regulations. The notice of restriction from use shall be placed in writing by the Association and shall be delivered to the last known address of the Owner or in the event that the offender is not an Owner, such notice may be hand delivered to the offender or posted at the Residence Dwelling or Common Area where such offense occurred. Such notice of restriction from use shall contain: (i) the name of the individual restricted from use of Common Area; (ii) a description of the rule or regulation violated; (iii) the specific Common Area which the offender is restricted from; and (iv) the specific duration of the restriction. Declarant shall have the right to add property to the Common Area provided such property is free and clear of all encumbrances. Any conveyance or encumbrance of Common Area which provides ingress or egress to a Residential Dwelling shall be subject to such Owner's easement rights. It shall be the responsibility of the Association to maintain and repair all Common Area.

H. **LAKES.** Lakes are subject to all regulations for Common Area as well as specific regulations pertaining to the Lakes. No boats, motorized or not, shall be operated, sailed, kept, docked or anchored on or beside any Lake. Notwithstanding the foregoing, nothing contained herein shall prohibit the Association from utilizing boats to place, maintain and repair: Lake, dam, decorative materials, crossing of drainage structures. Fishing is allowed by members of the Association and their guests. In no event shall waders, nets, jugs or any unattended fishing apparatus be used. **Absolutely no swimming or wading permitted.** The Lakes also function as storm water removal and detention facilities. The Association shall be responsible for all maintenance and repairs to the Lakes.

I. **UNDERGROUND FACILITIES.** Unless otherwise approved by the Architectural Review Committee, all electrical, telephone and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or Utility Company shall be installed in underground conduits or other underground facilities. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above ground utility equipment in Common Areas.

J. **TIME REQUIREMENT ON CONSTRUCTION.** One hundred twenty (120) days after the Architectural Review Committee's approval of Plans and related data, construction of a Residential Dwelling must commence and all construction shall be completed within nine (9) months thereafter. Notwithstanding the foregoing, the lack of construction does not preclude a Builder from such Builder's obligations to maintain the Lot and pay the Annual Maintenance Charge attributable to such Lot in accordance with this Declaration. In addition, construction of the Residential Dwelling must be completed prior to the commencement of construction of any other structure on the Lot. Plans for exterior remodels must be submitted to and approved by the Architectural Review Committee and must be completed within nine (9) months and maintain continuous progress. Interior remodels must be completed within nine (9) months and maintain continuous progress.

ARTICLE III

Architectural Approval

SECTION 3.1. ARCHITECTURAL REVIEW COMMITTEE. Members of the Architectural Review Committee shall be appointed by the Declarant. Declarant shall have the right to appoint members of the Architectural Review Committee until the earlier of: (a) the date the last Lot owned by Declarant is sold (except in connection with a conveyance to a successor to Declarant); or (b) such date as the Declarant elects to discontinue such right of appointment by written notice to the Board. Thereafter, the Board shall have the right to appoint the individuals to serve on the Architectural Review Committee. Members of the Architectural Review Committee may be removed at any time and shall serve until resignation or removal by, as applicable, Declarant or the Board. The Architectural Review Committee reserves the right, in their sole discretion and without joinder of any Owner at any time so long as Declarant is the Owner of any Lot(s) or any part thereof, to amend, revise or abolish any one or more of the Architectural Guidelines and Declaration of the Subdivision.

SECTION 3.2. APPROVAL OF IMPROVEMENTS REQUIRED. Except as provided in Section 7.1 of this Declaration, no improvement of any nature shall be commenced, constructed, renovated, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or be maintained on any portion of the Subdivision, including, without limitation, express or implied, any Lot or Residential Dwelling by any Owner, other than Declarant, which affect the appearance of any Lot or the exterior of any Residential Dwelling or other structure on a Lot unless Plans therefor have been submitted to and approved by the Architectural Review Committee in accordance with this Article. Without limiting the foregoing, the construction and installation of any Residential Dwellings, driveways, mailboxes, decks, patios, courtyards, landscaping, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servant's quarters or any other structures, shall not be undertaken, nor shall any exterior addition to or change or alteration be made (including, without limitation, painting or staining of any exterior surface) to any Residential Dwelling or structure, until the following items have been submitted to and approved by the Architectural Review Committee:

- (i) One (1) copy of an accurately drawn and dimensioned site plan (scale: 1" = 20'-0") indicating the location of any and all improvements, including, specifically, the Residential Dwelling to be

constructed on said Lot, the location of all driveways, decks, terraces, patios, garages and other structures and the relationship of the same to any set-back requirements applicable to the Lot or Residential Dwelling;

- (ii) One (1) copy of the floor plans and exterior elevation drawings of the front, back, and sides of the Residential Dwelling and any other structure to be constructed on the Lot (scale: ¼ inch);
- (iii) Exterior lighting packages must be installed and operational and include a combination of “carriage” lights and up or down cast accent lights across the front elevation of each Residential Dwelling. The appearance and scale of exterior lighting must be compatible with the overall “Old World” theme of the Property and the Architectural Review Committee or Declarant reserves the right to determine whether or not all exterior lights meet this theme and reserves the right to require any Builder or Owner to replace any and all lighting at the cost of the Builder or Owner;
- (iv) Front door selection;
- (v) Shingle selection and color;
- (vi) One (1) copy of sketch of garage door “carriage” trim; and
- (vii) Duplicate copies of such other plans, specifications or other information or documentation as may be requested by the Architectural Review Committee or as required by the Architectural Guidelines.

The mandatory Architectural Design/Style of the Residential Dwellings must consist of Old World, European, English Cottage, and French Country. Because there are differing opinions as to which plans would fit these design/style standards; the Architectural Review Committee reserves the authority to approve or reject any plan in order to promote good design and compatibility within the Subdivision.

One complete copy of all Plans and related data submitted to the Architectural Review Committee shall be retained by the Architectural Review Committee. The Builder shall be notified in writing within fourteen (14) days of submission whether the submittal is “approved,” “approved as noted” or “disapproved.” Any revisions, modifications or changes in any Plans previously approved by the Architectural Review Committee must be resubmitted to and approved by the Architectural Review Committee. If construction of the Residential Dwelling or other structure has not commenced (e.g., by clearing and grading, pouring of footing and otherwise commencing framing and other related construction work) within one hundred and twenty (120) days of approval by the Architectural Review Committee, then the Plans and related documentation must be resubmitted to and approved by the Architectural Review Committee.

SECTION 3.3. ADDRESS OF COMMITTEE. The address of the Architectural Review Committee shall be at the principal office of the Association or such other address as may be designated from time to time by the Architectural Review Committee. The initial address of the Architectural Review Committee is: **18804 Shilstone Way, Edmond, Oklahoma 73003.**

SECTION 3.4. ARCHITECTURAL GUIDELINES. The Architectural Review Committee from time to time may promulgate, supplement or amend the Architectural Guidelines, which provide the minimum acceptable standards for proposed improvements; provided, however, the Architectural Review Committee may impose additional requirements in connection with its review of the information and data submitted in connection with any proposed improvements. If the Architectural Guidelines impose requirements more stringent than the requirements imposed by this Declaration, the provisions of the Architectural Guidelines shall control.

SECTION 3.5. FAILURE OF ARCHITECTURAL REVIEW COMMITTEE TO ACT ON PLANS. Any request for approval of a proposed improvement on a Lot shall be deemed approved by the Architectural Review Committee unless disapproval or a request for additional information or materials is transmitted to the

Owner by the Architectural Review Committee within sixty (60) days after receipt by the Architectural Review Committee of all required and, if applicable, requested materials; provided, however, that no such approval shall operate to permit any Owner to construct or maintain any improvement that violates any provision of this Declaration or the Architectural Guidelines, the Architectural Review Committee at all times retaining the right to object to any improvement on a Lot that violates any provision of this Declaration or the Architectural Guidelines and the ordinances of the City of Oklahoma City.

SECTION 3.6. PROSECUTION OF WORK AFTER APPROVAL. After approval of any proposed improvement on a Lot, the proposed improvement shall be completed assiduously within the time frame approved by the Architectural Review Committee and in strict conformance with the Plans and related data submitted to and approved by the Architectural Review Committee. During the construction or renovation of an approved improvement, the following guidelines will be complied with: (a) No building materials shall be placed on a Lot sooner than thirty (30) days prior to the commencement of construction; (b) the job site and all surrounding areas shall be kept as orderly as possible during construction; (c) in no event shall anything be buried on any Lot or beneath the Residential Dwelling; (d) no dirt, mud, gravel or other substance shall collect or remain on any Street; and (e) the improvement shall not be deemed completed until the exterior fascia and trim on the improvement have been completed and all construction materials and debris have been removed from the Lot within thirty (30) days of construction completion and all rooms in the Residential Dwelling, other than any attics, have been completed.

SECTION 3.7. NOTICE OF NONCOMPLIANCE. If, as a result of inspections or otherwise, the Architectural Review Committee determines that any improvement has been constructed or undertaken without prior approval of the Architectural Review Committee or has been completed other than in strict conformance with the approved Plans and related data or has not been completed within the time frame approved by the Architectural Review Committee, the Architectural Review Committee shall within sixty (60) days after receipt of the notice of completion notify the Owner in writing of the noncompliance. The notice of noncompliance shall specify the particulars of the noncompliance and shall require that such noncompliance be corrected within thirty (30) days of issuance of the notice of noncompliance. If such noncompliance is not corrected within the thirty (30) day period, the Declarant or Board shall enforce Article II, Section 2.1.A. of this Declaration. Any costs incurred by the Association in correcting the noncompliance, including, but not limited to, filing fees, shall be reimbursed by the Owner or, as applicable, the Builder to the Association within ten (10) days of receipt of an invoice therefor. If reimbursement of the invoiced amount is not received by the Association within such ten (10) day period, such amount shall be added to the Owner's Annual Maintenance Charge and collected in the manner provided in Article V of this Declaration.

SECTION 3.8. NO IMPLIED WAIVER OR ESTOPPEL. No action or failure to act by the Architectural Review Committee or the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Architectural Review Committee or the Board of Directors with respect to any improvement on a Lot. Specifically, the approval by the Architectural Review Committee of any improvement on a Lot shall not be deemed a waiver of any right or an estoppel against withholding approval of a similar improvement or proposal on another Lot, Plans or other materials submitted with respect to any other improvement by such Owner or otherwise.

SECTION 3.9. POWER TO GRANT VARIANCES. Except for the provisions relating to single family residential use, the Architectural Review Committee, may grant variances from compliance with any of the provisions of Article II of this Declaration. Each variance granted by the Architectural Review Committee must be in writing and shall become effective when signed by a majority of the members of the Architectural Review Committee. The granting of a variance by the Architectural Review Committee shall not affect the Owner's obligation to comply with all governmental laws and regulations affecting the Lot. Any variance granted is applicable only to that specific Lot being considered and does not automatically guarantee same such variance will be granted in the future on other Lots.

SECTION 3.10. NONLIABILITY FOR ARCHITECTURAL REVIEW COMMITTEE ACTION. Neither the Architectural Review Committee, the Association, the Board of Directors, the Declarant, nor any of their respective officers, agents, members or employees shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Architectural Review Committee, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. During the approval process of any

proposed improvement, the Architectural Review Committee shall not inspect, guarantee or warrant the workmanship of the proposed improvement, including the design, construction, safety, whether structural or otherwise, conformance with building codes or other governmental laws or regulations or whether the proposed improvement is suitable for its intended purpose. Furthermore, none of the members of the Architectural Review Committee, any member of the Board of Directors or the Declarant shall be personally liable for debts incurred by the Association or for any actions or omissions of the Association.

SECTION 3.11. CONSTRUCTION PERIOD EXCEPTION. If construction of an approved improvement is anticipated to exceed the time allowed for such construction, on written request the Architectural Review Committee will consider and, on approval, may postpone the construction completion requirements imposed by Article III of this Declaration by granting a thirty (30) day extension for completion of such approved construction.

SECTION 3.12. SUBSURFACE CONDITIONS. The approval of Plans by the Architectural Review Committee for any Residential Dwelling or other improvement is not and shall not be construed as a representation or warranty by the Architectural Review Committee or Declarant that the surface or subsurface of such Lot is suitable for the proposed improvements. It shall be the sole responsibility of such Owner or Builder to determine the suitability and adequacy of the surface and subsurface prior to the commencement of any proposed improvements thereon. The Builder shall be solely responsible for having foundation systems designed by a Licensed Professional Engineer that are appropriate for the subsurface conditions and are acceptable to the City of Oklahoma City.

SECTION 3.13. LOT GRADING. No grading or excavation work of any nature should be implemented by any Owner or Builder, other than Declarant, on any Lot until plans have been submitted to and approved by the Architectural Review Committee in accordance with the provisions of this Article III.

ARTICLE IV

Management and Operation of Subdivision

SECTION 4.1. MANAGEMENT BY ASSOCIATION. The affairs of the Subdivision shall be administered by the Association through its Board of Directors. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration and operation of the Subdivision as provided in this Declaration and the Bylaws. The Declarant shall determine the initial number of directors and appoint, dismiss and reappoint such Board members until the initial meeting of Members at which Directors are elected pursuant to Section 4.4 of this Declaration. The Appointed Board may engage the Declarant, an affiliate of Declarant or other entity to perform the day to day operations of the Association, including, without limitation, express or implied, the maintenance, repair, replacement, administration and operation of the Subdivision, which action by Declarant or an affiliate of Declarant shall not be deemed a conflict of interest. The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems necessary or appropriate to maintain and operate the Subdivision in accordance with this Declaration, including without limitation, express or implied, the right to grant utility and other easements, the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities or other matters of mutual interest.

SECTION 4.2. MEMBERSHIP IN ASSOCIATION. Each Owner, whether one or more Persons, shall by virtue of becoming an Owner automatically become and remain a Member of the Association until such ownership ceases for any reason, at which time such Owner's membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership.

SECTION 4.3. VOTING OF MEMBERS. The Association shall have two (2) classes of membership.

Class A. With the exception of the Class B Member, the Class A Members shall be all those Owners defined in Section 4.2 of this Declaration. Class A Members, whether one (1) or more Persons, shall be entitled to one (1) vote for each Lot in which such Members hold the interest required for membership stipulated in Section 4.2 of this Declaration. When more than one Person holds an interest in a Lot, all of such Persons shall be Members. The vote for such Lot shall be exercised as such co-Owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be Declarant, its successors and assigns. The Class B Member shall be entitled to three (3) votes for each Lot in which the Declarant holds the interest required for membership stipulated in Section 4.2 of this Declaration; provided, however that the Class B membership shall be converted to Class A membership on the earlier to occur of: (a) the last Lot in the Subdivision having been deeded to a Class A Member; or (b) ten (10) years from the date this Declaration is recorded.

In the event that ownership interest in a Lot is owned by more than one Member, such Members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one (1) vote be cast for each Lot not owned by the Declarant. Such Owners shall designate a proxy who shall be entitled to exercise the vote of that Lot at any Association meeting. Such designation shall be in writing and shall be revocable at any time by written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received. In the event a Lot is owned by more than one (1) Member and no proxy is designated, the single Member exercising the vote for such Lot shall be deemed to have been designated as the Member to exercise the vote for such Lot. All Members may attend Association meetings and all eligible voting Members may exercise their vote either in person or by proxy. The Association shall have the right to suspend an Owner's voting rights for non-payment of the Annual Maintenance Charge and/or infractions of this Declaration or any Rules and Regulations promulgated by the Association. Cumulative voting shall not be permitted. Only directors have the right to vote at director meetings. Class A members can only vote at annual or special meetings of the Association.

SECTION 4.4. MEETINGS OF THE MEMBERS. The election of the First Elected Board shall occur at the Members' annual meeting following the tenth (10th) anniversary of the recording of this Declaration, unless Declarant sooner relinquishes control of the Association. Annual meetings of Members thereafter shall be held in the first quarter of each year. Special meetings of the Members shall be held at such place, time and on the date specified in the notice or as provided in the Bylaws.

SECTION 4.5. PROFESSIONAL MANAGEMENT. The Board shall have the authority to retain, hire, employ or contract with such professional management companies or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide for the construction, maintenance, repair, landscaping, administration and operation of the Subdivision as provided in this Declaration and as provided in the By-laws.

SECTION 4.6. BOARD ACTIONS IN GOOD FAITH. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other party.

ARTICLE V

Annual Maintenance Charge and Maintenance Fund

SECTION 5.1. MAINTENANCE FUND. The Maintenance Fund shall be held, managed, invested and expended by the Board, at the Board's discretion, for the benefit of the Subdivision and the Owners therein. The Board shall by way of illustration and not by way of limitation, expend the Maintenance Fund for the administration, management and operation of the Subdivision; for the maintenance, repair and improvement of the Common Area; for the maintenance of any easements granted to the Association; for the enforcement of this Declaration by action at

law or in equity, or otherwise and the payment of court costs as well as reasonable legal fees and for all other purposes which the Board, in the Board's discretion, determines to be necessary to maintain the character and value of the Subdivision. The Board and the members of the Board shall not be liable as a result of actions taken by the Board with respect to the Maintenance Fund, except for willful neglect or intentional wrongdoings.

SECTION 5.2. COVENANTS FOR ANNUAL MAINTENANCE CHARGES AND ASSESSMENTS.

Subject to the provisions of Section 5.7 of this Declaration, each Lot is hereby severally subjected to and impressed with an Annual Maintenance Charge in an amount to be determined annually by the Board, which Annual Maintenance Charge shall run with the land.

Each Owner of a Lot, by accepting a deed to such Lot, whether so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, the Annual Maintenance Charge imposed against such Lot by virtue of ownership of such Lot as the same shall become due and payable, without demand. The Annual Maintenance Charge shall be a charge and a continuing lien on each Lot, together with all improvements thereon, as hereafter more particularly stated. The Annual Maintenance Charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of the Lot at the time the obligation to pay the Annual Maintenance Charge accrued, but no Member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No Member shall be exempt or excused from paying the Annual Maintenance Charge by restriction of use as stipulated in Section 2.6.G of this Declaration, or waiver of the use or enjoyment of the Common Area, or any part thereof, or by abandonment of such Owner's Lot or his interest therein. Builders shall not be responsible for Annual Maintenance Charges on a Lot until the earlier of the date of issuance of a Certificate of Occupancy by the City of Oklahoma City for such Lot or the second (2nd) anniversary of the Builder's acquisition of such Lot.

SECTION 5.3. BASIS AND MAXIMUM ANNUAL MAINTENANCE CHARGE. Until January 1 of the year immediately following the conveyance of the first Lot to a Builder or Owner, the Annual Maintenance Charge shall be Five Hundred Dollars (\$500) per Lot. After January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Maintenance Charge may be increased by the Board by an amount not to exceed ten percent (10%) over the prior year's Annual Maintenance Charge without a vote of the Members. After January 1 of the year immediately following the conveyance of the first Lot to a Builder or Owner, the Annual Maintenance Charge may be increased above ten percent (10%) only if approved by the vote of not less than two-thirds (2/3rds) of each class of Members. The Annual Maintenance Charge levied against each Lot shall be uniform and notice of the ensuing year's Annual Maintenance Charge will be provided to each Builder or Owner at the notice address provided by such Builder or Owner to the Association.

SECTION 5.4. DATE OF COMMENCEMENT. Except as otherwise provided with respect to Builders or Owner, the Annual Maintenance Charge applicable to each Lot shall commence on the date of conveyance by the Declarant and shall be prorated according to the number of days remaining in the calendar year.

SECTION 5.5. SPECIAL ASSESSMENTS. If the Board determines that the Annual Maintenance Charge is insufficient to provide for the continued operation of the Subdivision or any other purposes contemplated by this Declaration, the Board shall have the authority to levy (on the vote of not less than two-thirds [2/3rds] of each class of Members) a Special Assessment to provide for such continued maintenance and operation. Any Special Assessment shall be payable in the manner determined by the Board and the payment thereof may be enforced in the manner herein specified for the payment of the Annual Maintenance Charge.

SECTION 5.6. ENFORCEMENT OF ANNUAL MAINTENANCE CHARGE. The Annual Maintenance Charge assessed against each Lot shall be due and payable, in advance, on the date of the sale of such Lot to an Owner for that portion of the calendar year remaining, and on the first (1st) day of each January thereafter.

Any Annual Maintenance Charge which is not paid by the thirty-first (31st) day of January or such other date as established by the Board shall be deemed to be delinquent, and, without notice, shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less, from the date originally due until paid. Further, the Board of Directors shall have the authority to impose, in addition to interest, a monthly late charge on any delinquent Annual Maintenance Charge. To secure the payment of the Annual Maintenance Charge, any Special Assessment and any other sums due hereunder (including, without limitation, interest, late fees, attorneys' fees or monthly late charges), there is hereby created a valid and subsisting lien against each Lot and all improvements for the benefit of the Association, and superior title to each Lot is hereby reserved in the Association. The lien described in this Section 5.6 and the superior title herein reserved shall be deemed subordinate to any Mortgage and any renewal, extension, rearrangements or refinancing of such Mortgage. The collection of such Annual Maintenance Charge and any other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, costs and attorneys' fees shall be chargeable to and be a personal obligation of the defaulting Owner. Further, the voting rights of any Owner in default in the payment of the Annual Maintenance Charge or other sums owing hereunder for which an Owner is liable and/or any services provided by the Association, may be suspended by action of the Board for the period during which such default exists. Notice of the lien referred to in this Section 5.6 shall be given by the recordation with the County Clerk of Canadian County, Oklahoma of an affidavit duly executed and acknowledged by an officer of the Association setting forth the amount owed, the name of the Owner and the legal description of such Lot.

Each Owner, by acceptance of a deed to such Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Association the right and power to bring all actions against such Owner for the collection of any unpaid Annual Maintenance Charge and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including both judicial and non-judicial foreclosure pursuant to the Oklahoma Power of Sale Mortgage Foreclosure Act and in addition, by acceptance of the deed to his Lot, each Owner expressly grants, bargains, sells and conveys to the Association, such Owner's Lot, and all rights appurtenant thereto for the purpose of securing the aforesaid Annual Maintenance Charge and any other sums due hereunder remaining unpaid by such Owner from time to time and grants to the Association a power of sale. In the event of the election by the Board to foreclose the lien herein provided for nonpayment of sums secured by such lien, then it shall be the duty of the Association to enforce the lien and to sell such Lot and all rights appurtenant thereto in accordance with the provisions of the Oklahoma Power of Sale Mortgage Foreclosure Act.

At any foreclosure, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorneys' fees, and to apply as a cash credit against such bid all sums due to the Association covered by the lien foreclosed.

SECTION 5.7. SUMS PAYABLE BY DECLARANT. Notwithstanding any provision in this Declaration to the contrary, Declarant shall not be liable for payment of Annual Maintenance Charges or Special Assessments for any Lot which Declarant owns.

SECTION 5.8. NOTICE OF SUMS OWING. On the written request of an Owner, the Association shall provide to such Owner and, if applicable, a prospective lender or purchaser, a written statement setting further the current balance of the Annual Maintenance Charge, Special Assessments, if applicable, and other sums owing by such Owner with respect to his Lot. The Association shall be entitled to charge the Owner a reasonable fee for such statement.

SECTION 5.9. FORECLOSURE OF MORTGAGE. In the event of a foreclosure of a Mortgage, the purchaser at the foreclosure sale shall be responsible only for the Annual Maintenance Charge, Special Assessments, if applicable, and other sums owing to the Association with respect to said Lot after the date of foreclosure sale.

ARTICLE VI

Insurance; Security

SECTION 6.1. GENERAL PROVISIONS. The Association shall, to the extent reasonably available, have and maintain: (a) commercial general liability insurance in an amount determined by the Board covering all occurrences commonly insured against for death, bodily injury and property damage; (b) Directors' and officers' liability insurance in an amount determined by the Board; and (c) workers' compensation insurance on all Association employees. Other insurance may be obtained if determined by the Board to be necessary or desirable. All premiums for insurance shall be an expense of the Association which shall be paid out of the Maintenance Fund.

SECTION 6.2. INDIVIDUAL INSURANCE. Each Owner, tenant or other Person occupying a Residential Dwelling, shall be responsible for insuring such Lot and Residential Dwelling and the contents and furnishings. Each Owner, tenant or other Person occupying a Residential Dwelling, shall, at his own cost and expense, be responsible for insuring against the liability of such Owner, tenant or occupant. Every Owner is encouraged to obtain insurance coverage for the Association liability arising out of an excess judgment arising out of common ownership of the Common Area such as, but not limited to, lakes, swimming pools and appurtenant structures, playgrounds, and recreational areas.

SECTION 6.3. INDEMNITY OF ASSOCIATION. Each Owner shall be responsible for any costs incurred as a result of such Owner's negligence or misuse or the negligence or misuse by his family, tenants, guests, invitees, agents, employees or any resident or occupant of the Residential Dwelling, and by acceptance of a deed to a Lot does hereby indemnify the Association, the Association's officers, Directors and agents, and all other Owners against any such costs.

SECTION 6.4. SECURITY. The Association and Related Parties shall not in any way be considered an insurer or guarantor of security within the Subdivision. The Association and Related Parties shall not be liable for any loss or damage by reason of failure to provide adequate security or the ineffectiveness of security measures undertaken. Owners, leasees and occupants of all Lots, on behalf of themselves, and their guests and invitees, acknowledge that the Association and Related Parties do not represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems (if any present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, or that fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, lighting, monitoring devices or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Owners, leasees, and occupants of Lots on behalf of themselves, and their guests and invitees, acknowledge and understand that the Association and Related Parties are not an insurer and each Owner, lessee and occupant of any Lot and on behalf of themselves and their guests and invitees assumes all risks for loss or damage to persons, to Residential Dwellings and to the contents of their Residential Dwelling and further acknowledges that the Association and Related Parties have made no representations or warranties nor has any Owner or lessee on behalf of themselves and their guests or invitees relied on any representations or warranties, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, lighting, monitoring devices or other security systems recommended or installed or any security measures undertaken within the Subdivision.

ARTICLE VII

Fire or Casualty: Rebuilding

SECTION 7.1. REBUILDING. In the event of a fire or other casualty causing damage or destruction to a Lot or the Residential Dwelling, the Owner shall within ninety (90) days after such fire or casualty contract to repair or reconstruct the damaged portion of such Lot or Residential Dwelling and shall cause such Lot or Residential

Dwelling to be fully repaired or reconstructed in accordance with the original Plans or in accordance with new Plans approved by the Architectural Review Committee, and shall promptly commence repairing or reconstructing such Residential Dwelling to the end that such Residential Dwelling shall not remain in a partly finished condition any longer than reasonably necessary. Alternatively, such damaged or destroyed Residential Dwelling shall be razed and the Lot restored as nearly as possible to its original condition within ninety (90) days of the damage or destruction. In the event that the repair and reconstruction of the Residential Dwelling has not been commenced within ninety (90) days after such fire or casualty and the damaged or destroyed Residential Dwelling has not been razed and the Lot restored to its original condition, the Association and/or any contractor engaged by the Association shall, on ten (10) days written notice to the Owner at the Owner's last known mailing address according to the Association's records, have the authority but not the obligation to enter the Lot, raze the Residential Dwelling and restore the Lot as nearly as possible to its original condition. Any costs incurred by the Association to raze the Residential Dwelling and to restore the Lot to its original condition shall be charged to the Owner's Annual Maintenance Account and collected in the manner provided in Article V of this Declaration.

ARTICLE VIII

Amendment, Duration, Annexation and Merger

SECTION 8.1. AMENDMENT. Except as otherwise provided by law, this Declaration may be amended at any time by a document signed by the Secretary of the Association certifying that not less than two-thirds (2/3rds) of the Owners have voted in favor of such amendment. Such document shall set forth the amendments to this Declaration and be recorded with the County Clerk of Canadian County, Oklahoma. Without joinder of Declarant, no amendment may diminish the rights of or increase the liability of Declarant under this Declaration.

SECTION 8.2. DURATION. This Declaration shall remain in full force and effect for a period of twenty-five (25) years from the date of recording hereof, and shall be extended automatically for successive ten (10) year periods unless amended or terminated as hereafter provided.

SECTION 8.3. ANNEXATION. Subject to the provisions of this Declaration by Declarant without the consent of the Members, the Declarant may from time to time file of record a Notice of Annexation. The annexation of additional land shall be effective on filing of record an annexation document with the County Clerk of Canadian County, Oklahoma. Upon the filing of such a Notice of Annexation, additional properties platted into residential lots, containing streets and utilities for public use, additional Common Area, and recreational facilities, such as a swimming pool and other recreational facilities which the Declarant determines will enhance the value, desirability and attractiveness of Montereau and usefulness and enjoyment of the Common Area by members of the Association, will become annexed to and a part of Montereau. Every person who becomes a fee Owner of lot in the annexed property by acceptance of a deed to the lot therein shall constitute acceptance of membership in the Association as of the date of Annexation, or as of the date of recording of the deed, whichever occurs last. The owners of lots in annexed properties and owners of lots in the original platted Addition, will bear all the cost of maintenance of Common Area and recreational facilities, in the same manner as if the annexed properties were a part of the original plat of Montereau. The Association shall through assessments bear all cost for maintenance of the additional Common Area and recreational facilities on the same basis as the Association bears all cost for maintenance of the Common Area within Montereau and the annexed property.

SECTION 8.4. MERGER. On a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the merging or consolidating associations as one scheme. No such merger or consolidation shall affect any revocation, change or addition to this Declaration.

ARTICLE IX

Miscellaneous

SECTION 9.1. HOLD HARMLESS AND INDEMNIFY FOR USE OF COMMON AREA, LAKES, SWIMMING POOLS AND APPURTENANT STRUCTURES, PLAYGROUNDS, AND RECREATIONAL FACILITIES. Residents agree to hold Declarant and the Association harmless and shall indemnify the Declarant and Association from any damage, loss, injury, detriment or liability of any type from the use of the Common Area, lakes, swimming pool and appurtenant structures, playground, and recreational facilities and equipment, if any.

SECTION 9.2. SEVERABILITY. In the event of the invalidity, partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of this Declaration shall remain in full force and effect.

SECTION 9.3. NUMBER AND GENDER. Pronouns, whenever used herein, and of whatever gender, shall include natural persons, corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 9.4. ARTICLES AND SECTIONS. Article and section headings in this Declaration are for convenience of reference and shall not affect the construction or interpretation of this Declaration. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of this Declaration.

SECTION 9.5. DELAY IN ENFORCEMENT. No delay in enforcing the provisions of this Declaration with respect to any breach or violation hereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation at any later time.

SECTION 9.6. LIMITATION OF LIABILITY. Notwithstanding anything provided herein to the contrary, neither the Declarant, the Architectural Review Committee, the Association nor any agent, employee, representative, Member, officer or director thereof shall have any liability of any nature whatsoever for any damage, loss, detriment, or prejudice suffered, claimed, paid or incurred by any Owner on account of: (a) any defects in any Plans submitted, reviewed or approved in accordance with the provisions of Article III of this Declaration; (b) any defects, structural or otherwise, in any work done according to such Plans; (c) the failure to approve or the disapproval of any Plans, drawings or other data submitted by an Owner for approval pursuant to the provisions of Article III of this Declaration; (d) the construction or performance of any work related to such Plans and drawings; (e) bodily injuries (including death) to any Owner, occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of any such Owner or occupant, or other damage to any Residential Dwelling, improvements or the personal property of any Owner, occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of such Owner or occupant, which may be caused by, or arise as result of, any defect, structural or otherwise, in any Residential Dwelling or improvements or the Plans thereof or any past, present or future soil and/or subsurface conditions, known or unknown, or which could have been discovered; and (f) any other loss, claim, damage, liability or expense, including court costs and attorneys' fees suffered, paid or incurred by any Owner arising out of or in connection with the use and occupancy of any Lot, Residential Dwelling or any other improvements situated thereon.

SECTION 9.7. ENFORCEABILITY. This Declaration shall run with the Subdivision and shall be binding on and inure to the benefit of and be enforceable by Declarant or the Board in the name of Association, their respective legal representatives, successors and assigns, on behalf of the Owners or any aggrieved Owner. If notice and an opportunity to be heard are given, the Association shall be entitled to impose reasonable fines for violations of this Declaration, the Rules and Regulations adopted by the Association or the Architectural Guidelines adopted by the Architectural Review Committee pursuant to any authority conferred on either of them by this Declaration and the Board or Architectural Review Committee, as applicable, shall be entitled to reimbursement of actual attorneys' fees and other reasonable costs incurred in the prosecution of such action. Such fines, fees and costs may, at the Board's option, be added to the Owner's Annual Maintenance Account and collected in the manner provided in Article V of this Declaration.

SECTION 9.8. REMEDIES. In the event anyone or more Persons violate any provision of this Declaration, the Declarant, the Association, each Owner or occupant of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or to recover monetary damages caused by such violation. On the violation of any of the provisions of this Declaration by any Owner, in addition to all other rights and remedies available at law, in equity or otherwise, the Association, acting through the Board, shall have the right to suspend the right of such Owner to vote at any regular or special meeting during the period of the violation.

SECTION 9.9. ATTORNEY'S FEES AND COSTS. If Declarant is required to bring any legal action or consult with legal counsel concerning the enforcement, defense, or violation the Declaration shall be entitled to the costs of the action including a reasonable attorney's fee. Any owner of a lot who is required to bring any legal action or consult with legal counsel concerning the enforcement of violation of the Declaration shall be entitled to the costs of the action including a reasonable attorney's fee.

ARTICLE X

Association

SECTION 10.1. MASTER ASSOCIATION. Montereau Property Owners' Association, Inc. is an Oklahoma non-profit corporation organized for the purpose of providing for the maintenance and preservation of all of the properties within the Subdivision.

IN WITNESS WHEREOF, the undersigned, has executed this Declaration on this 28th day of February, 2007, to become effective on recording in the office of the County Clerk of Canadian County, Oklahoma.

PARADIGM DEVELOPMENT GROUP, LLC, an
Oklahoma limited liability company

By Steve Crain
Steve Crain, President/Manager

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 28th day of February, 2007, by Steve Crain, President/Manager of Paradigm Development Group, LLC, an Oklahoma limited liability company.

Jill Griffin
Notary Public

Commission Number _____
My Commission Expires _____



EXHIBIT "A"

Legal Description

Montereau, an addition to the City of Oklahoma City, Canadian County, Oklahoma, according to the recorded plat thereof.

EXHIBIT "A"

**LEGAL DESCRIPTION
OF
Montereau Property Boundary**

A part of the Northeast Quarter (NE/4) of Section Twelve (12), Township Thirteen (13) North, Range Five (5) West of the Indian Meridian, City of Oklahoma City, Canadian County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast Corner of said Northeast Quarter (NE/4) thence South 00E05'17" East along the east line of said Northeast Quarter (NE/4) for a distance of 554.74 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING continuing along said section line South 00°05'17" East a distance of 949.63 feet; thence South 89°54'43" West a distance of 50.00 feet; thence North 87°39'07" West a distance of 121.23 feet to a point on a non-tangent curve to the right, having a radius of 300.00 feet, a central angle of 05°23'51", a chord bearing of South 05°02'46" West and a chord distance of 28.25 feet; thence along the arc of said curve for a distance of 28.26 feet; thence North 82°15'18" West a distance of 15.00 feet to a point on a non-tangent curve to the left, having a radius of 285.00 feet, a central angle of 05°23'54", a chord bearing of North 05°02'45" East and a chord distance of 26.84 feet; thence along the arc of said curve for a distance of 26.85 feet; thence North 87°39'07" West a distance of 35.00 feet to a point on a non-tangent curve to the left, having a radius of 250.00 feet, a central angle of 00°10'37", a chord bearing of North 02°15'34" East and a chord distance of 0.77 feet; thence along the arc of said curve for a distance of 0.77 feet; thence South 83°39'08" West a distance of 119.85 feet; thence South 36°48'19" West a distance of 146.31 feet; thence South 50°10'58" West a distance of 79.22 feet; thence South 56°04'09" West a distance of 121.01 feet; thence North 81°14'49" West a distance of 114.60 feet; thence North 55°59'08" West a distance of 232.10 feet; thence South 14°00'08" West a distance of 178.11 feet; thence South 56°05'12" East a distance of 169.03 feet; thence South 33°54'48" West a distance of 117.95 feet; thence South 00°08'16" West a distance of 108.47 feet; thence South 14°43'23" West a distance of 222.14 feet; thence South 04°23'51" West a distance of 217.96 feet; thence South 37°59'09" East a distance of 172.10 feet; thence North 89°41'19" East a distance of 13.82 feet; thence South 00°18'41" East a distance of 15.00 feet to a point on the South line of the Northeast Quarter; thence along said Quarter line South 89°41'19" West a distance of 21.18 feet; thence North 37°59'09" West a distance of 185.28 feet; thence North 04°23'51" East a distance of 225.13 feet; thence North 14°43'23" East a distance of 221.57 feet; thence North 00°08'16" East a distance of 111.10 feet; thence North 33°54'48" East a distance of 107.50 feet; thence North 56°05'12" West a distance of 164.55 feet; thence North 14°00'08" East a distance of 204.74 feet; thence North 69°54'08" West a distance of 35.00 feet to a point on a non-tangent curve to the left, having a radius of 360.00 feet, a central angle of 04°17'37", a chord bearing of South 17°57'03" West a chord distance of 26.97 feet; thence along the arc of said curve for a distance 26.97 feet; thence North 74°11'46" West a distance of 15.00 feet to a point on a non-tangent curve to the right said curve having a radius of 375.00 feet, a central angle of 09°51'10", a chord bearing of North 20°43'49" East and a chord distance of 64.41

C:\DOCUMENTS AND SETTINGS\MSMOORE\LOCAL SETTINGS\TEMPORARY INTERNET FILES\OLK1EB\32130M01.DOC

feet; thence along the arc of said curve for a distance of 65.49 feet; thence North 62°48'58" West a distance of 127.36 feet; thence North 27°34'45" East a distance of 10.00 feet; thence North 60°21'59" West a distance of 77.31 feet; thence North 29°38'01" East a distance of 78.05 feet; thence North 13°12'01" East a distance of 349.45 feet; thence North 08°53'15" West a distance of 152.38 feet; thence North 33°51'56" West a distance of 225.73 feet; thence North 06°05'42" East a distance of 121.00 feet; thence North 89°54'43" East a distance of 161.22 feet; thence North 36°44'52" West a distance of 230.05 feet; thence North 76°41'28" West a distance of 97.72 feet; thence South 89°36'23" West a distance of 231.60 feet; thence North 03°07'35" West a distance of 276.46 feet; thence South 89°36'23" West a distance of 278.30 feet; thence North 00°23'37" West a distance of 15.00 feet to a point on the North line of the Northeast Quarter thence along said Quarter line North 89°36'23" East a distance of 292.61 feet; thence South 03°07'35" East a distance of 276.46 feet; thence North 89°36'23" East a distance of 219.10 feet; thence South 76°41'28" East a distance of 104.98 feet; thence South 36°44'52" East a distance of 234.20 feet; thence North 89°54'43" East a distance of 535.67 feet; thence North 00°05'17" West a distance of 30.00 feet; thence North 89°54'43" East a distance of 20.00 feet; thence South 00°05'17" East a distance of 30.00 feet; thence North 89°54'43" East a distance of 337.54 feet; thence North 00°05'17" West a distance of 12.50 feet; thence North 89°54'43" East a distance of 15.00 feet; thence South 00°05'17" East a distance of 22.50 feet; thence North 89°54'43" East a distance of 50.00 feet to the Point of Beginning. Area containing 1,145,347.1701 square feet or 26.2936 acres, more or less.

Bryan E. Coon, RLS #1276
Coon Engineering, Inc.
1/25/07
tlb

EXHIBIT “B”

Final Plat

Page 24A

