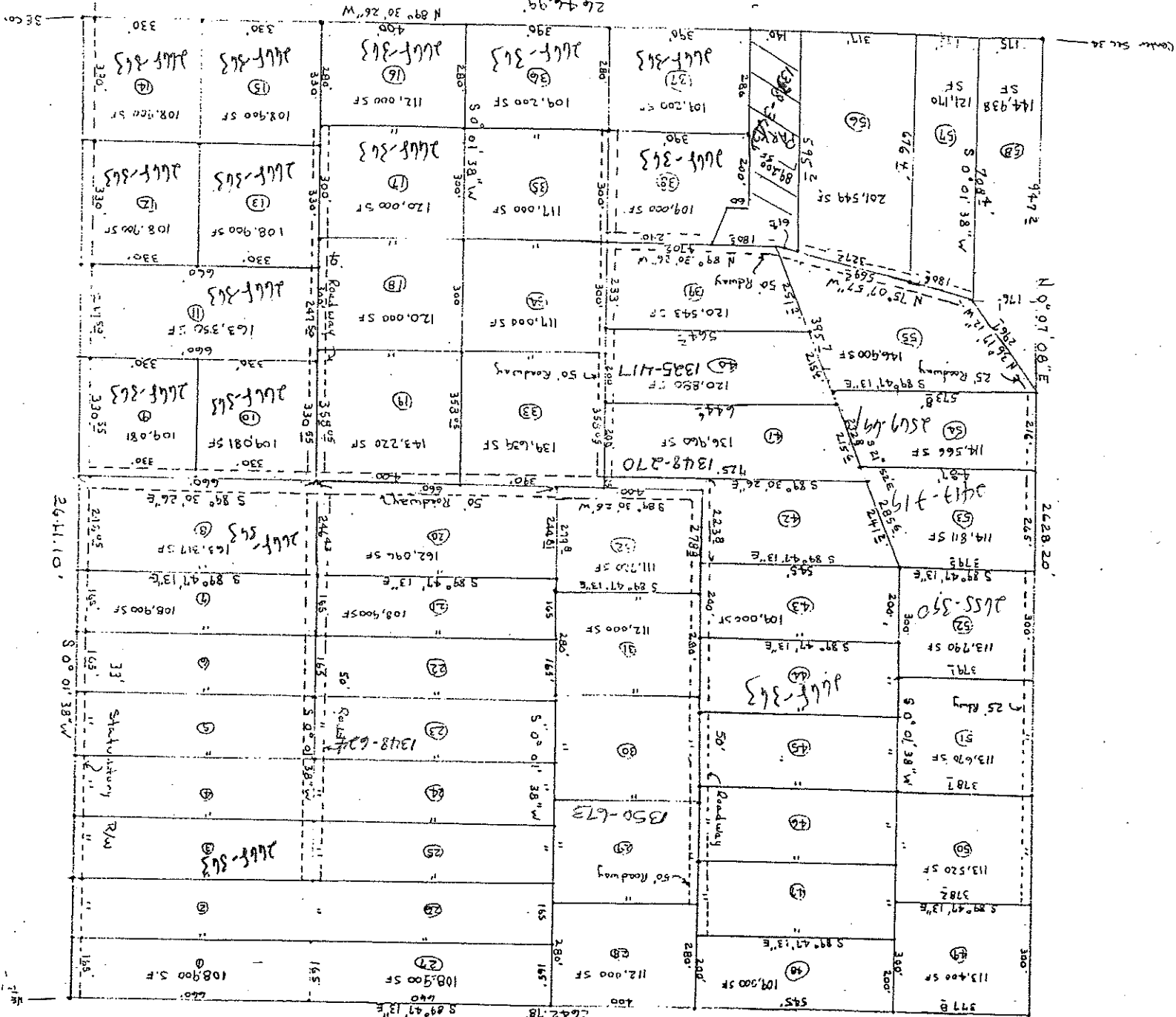


QUARTER OF SECTION 34, TOWNSHIP 16 NORTH, RANGE 3 WEST

LOGAN COUNTY, OHIO
Surveyed May 1989
W.C. Shaw

*Eds View
- Unrecorded Plat -*



OWNERS CERTIFICATE, DEDICATION AND RESERVATIONS

STATE OF OKLAHOMA)
) SS
COUNTY OF LOGAN)

THAT WE, FLASH GORDON REALTY CO., a corporation, hereby certify that We are the owners of, and the only person or persons, having any right, title or interest in and to the land described as follows to-wit:

THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-FOUR (S 34),
TOWNSHIP SIXTEEN NORTH (T 16N), RANGE THREE WEST (R 3W), OF
THE INDIAN MERIDIAN (I.M.), LOGAN COUNTY, OKLAHOMA

For the purpose of providing an orderly development of the entire property, and for the further purpose of providing adequate restrictive covenants for the mutual benefits of ourselves or our successors in title to the subdivision of said tracts, we hereby impose the following restrictions to which it shall be incumbent upon our successors in title, their heirs and assigns to adhere.

6517

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ARTICLE 1

Section 1.01: No building shall be placed, erected or altered on this tract until the building plans, specifications, and plot plan showing the exact location of such building have been approved in writing as to conformity and harmony of external design with existing structures in this immediate area and as to location of building with to respect to topography and finish grade elevation by a committee composed of Gordon W. Griffin and Gwendolyn M. Griffin, or by a representative designated by the majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining number shall have full authority to designate a successor. In the event said committee, or its designated representative fails to approve or disapprove within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed.

Section 1.02: This property shall be used for residential purposes only, and no business, trade or activity shall be carried upon it. No noxious or offensive activity shall be carried on, upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 1.03: No residential building or structure shall be placed, erected or built upon this property containing less than 1,666 square feet of living area; this covenant does not apply to Mobil Homes, as covered hereafter.

Section 1.04: All exterior construction to be of new materials and to be completed and stained, if necessary, within 180 days after start of construction, discounting slab, foundation, stemwall or sub-floor construction; subject to time extension by the Committee, due to extenuating circumstances.

Section 1.05: No building shall be located on this property nearer than 75 feet from front, back or side street lot line, or nearer than 25 feet from either side lot line. Residence to set parallel with front lot lines, unless deviation approved by Committee in writing. This covenant is to apply also to all appurtenances, eaves, steps, fireplaces and open porches.

Section 1.06: No tank, building, structure or obstruction of any nature shall be built, erected, placed or moved between front and side street lot lines, unless approved by the Committee in writing.

(b) No old or used structure or building of any nature may be moved upon this property; this covenant is not intended to prohibit new pre-fab homes or buildings or small metal storage buildings in good repair, if approved by the Committee. This covenant does not pertain to Mobil Homes which are covered hereafter.

Section 1.07: No structure of a temporary character, trailer, tent, basement, shack, garage, barn or other outbuilding shall be used on this property at any time as a residence either temporarily or permanent, except travel or mobile homes or recreation vehicles may be used during the aforesaid period of construction and protecting of materials upon approval by the Committee in writing. This covenant does not cover or is intended to apply to permanent Mobile Homes as long as they are not in conflict with the covenants pertaining to them covered hereafter.

Section 1.08: All outbuildings to be constructed of new materials and to blend with and harmonize with other buildings and residences within this neighborhood, to be maintained and kept attractive and not allowed to deteriorate creating an eyesore to this neighborhood. Construction of any outbuilding to be completed within 180 days after start of construction, (see section 1.01). All outbuildings to be placed to rear of residence and not to create an unsightly view from front, side or rear lot lines. The use of Celetox, tar paper or any other materials not designed as permanent exterior finishes are prohibited.

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Section 1.09: All Mobile Homes must be in good repair, attractive and inspected and approved by the Committee in writing prior to placement upon this property.

Section 1.10: All Mobile Homes must contain not less than 700 square feet of living area, and be skirted in and painted to blend with home within 60 days after placement on property.

Section 1.11: Mobile Home skirting materials to consist of new materials of steel, galvanized metal, plastic, aluminum, brick, rock or cement blocks, no junk lumber or any other junky materials permitted.

Section 1.12: If tenant is living in mobile home and builds a house on this property, the Mobile Home is to be removed at time of completion.

Section 1.13: Only one (1) Mobile home or house permitted per each $2\frac{1}{2}$ acre tract.

Section 1.14: Rearrangement or subdividing of this property is restricted to $2\frac{1}{2}$ acres minimum, containing not more than one residence.

Section 1.15: No trash, brush, ashes or other refuse may be thrown, placed or dumped on any vacant lot in this neighborhood.

Section 1.16: Property to be kept clean and free at all times from all litter, debris, junk vehicles, junk machinery and all other trash and junk of any nature.

Section 1.17: No sign of any kind shall be displayed to the public view on this property except one professional sign of not more than one square foot, one sign of not more than more than five square foot advertising the property for sale or rent, or sign by builder or developer to advertise the property during construction and sales period.

Section 1.18: All permits, inspections and approvals as required by the Local, County, State or Federal Authorities to be obtained prior to work or construction on this property.

Section 1.19: Proof of Septic Installation, completion, inspection and approval by the appropriate Health Dept. required before moving upon this property

Section 1.20: Animals and Fowls: Horses and Cows are not to exceed more than One (1) to each acre. The raising or breeding of animals or fowls are not to create problems to the neighborhood such as noise, stench, offensive activity or anything that may disturb the peace and quiet of the area. Any animal or fowl creating a nuisance or disturbing the general peace and quiet of the neighborhood must be removed within 10 days after the owner has been served written notice by the committee. All animals and fowls are to be kept up by the owners thereof on their property and not to run loose on others creating a nuisance or disturbing the general peace.

Section 1.21: Should the owner of this property (or any part thereof) or any one acting in their name violate any of the restrictive covenants, or conditions contained herein and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein, after reasonable notice, then in such event, any owner of property adjacent to or in the immediate area of whom these same covenants and restrictions are imposed upon, may institute legal proceedings to enjoin, abate, or correct such violations, upon the owner of the property permitting the violations of such restriction or conditions, of whom shall pay all attorney's fees, court costs and other necessary expenses incurred by the person or person's instituting such legal proceedings to maintain and enforce the afore said restrictions and conditions, said attorney's fees, court costs and other expenses allowed and assessed by the court for the afore-said violation or violations, shall become a lien upon the land as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action so brought to enforce such restrictions in the manner provided by law.

Section 1.22: Invalidity of any one of these covenants by judgement or court order shall, in no way effect any of the other provisions which shall remain in full force and effect.

Section 123: All fences, posts and supports are to kept in good repair, attractive and to blend in with the area and improvements.

Section 124: The building pads for all residential or Mobil Homes in this subdivision shall be at an elevation not subject to a one hundred year frequency storm.

Section 125: LAKE COVENANTS:

The following covenants shall only apply to all Lake side tracts:

(I) The lake shore of each tract is private property and restricted to the use of the individual lot owner, and their guests when accompanied by owner. LAKE SHORE; is intended to mean, that part of the property beginning at the waters edge* and extending into the land of the property. * This edge of property or waterline will fluctuate with the rise and fall of the water levels.

(2) LAKE AREA: The lake area is a common area equally owned (irregardless of the lots size) by all lake lot owners, of whom equally have the use of the lake area, except those areas specifically set aside for each owner as specified herein.

(3) GUESTS: It shall be the responsibility of the property owner to instruct their guests of the protective covenants covering the lake and the development and to see that they comply, and to be held liable and responsible for their conduct, compliance, safety and any accidents that may occur to them within this sub-development.

(4) SWIMMING AREAS: Shall be that area not to exceed 25 feet from the shore line of each individual lot. All swimmers to so at their own risk; and all Lot Owner's shall be held responsible for themselves, their families and their guests for any accidents or deaths that may occur.

(5) MAINTAINANCE AND DPKEEP: Each owner shall be responsible for keeping their property and the shoreline clean and free from all litter and debris of any nature and to kept moved and trimmed and of neat appearance.

(6) LAKE MANAGEMENT COMMITTEE: There shall be established by the Lake lot owner's, a 3 party committee, to be elected by a 2/3rd majority of lake lot owner's to manage and govern the maintaince and upkeep of the lake dam and the lake body, stocking of fish, keeping lake clean and free moss and other vegetation and keeping water clean and pure, keeping lake dam from seeping and general overall maintaince. The lake Lot owner's shallbear the total expenses necessary to meet the above requirements, to be paid for by annual assmants against each lake lot, of which the amount shall be determined by a 2/3rd majority vote of the lake owners and the collection to be placed in a bank acct as they may determine. This committee shall operate under the rules and guidlines of the "Cedar View Road and Park Owner's Association.

(7) LAKE OWNERSHIP: That area of the lake beginning at the shore line and extending into lake for twenty-five feet (25'), shall be private property of the individual lot owner, except that area of the lake whereas from one shoreline to the opposite shoreline is less than one hundred (100) feet, then in that event, the lot ownership shall stop at the waterline and the area within shall be owned equally by all lakeside lot owners. The balance of the lake owners shall deny access to any other lake lot owner thereof as long they are not in violation of the agreements and covenants as contained herein, of which they have been notified by the lake committee.

(8) No buildings of any nature to be constructed or erected within twenty-five feet of shoreline.

(9) Only docks of a permanent nature, constructed of new materials and to be kept first class condition and not to exceed a length of fifteen (15) feet into the water and not to exceed a width of ten (10) feet and parrelling the shoreline and a height of two (2) feet above the water line, shall be permitted.

(10) Diving Boards not to extend over twelve (12) feet from shoreline into lake area.

(11) Water ski-ing is prohibited.

(12) Boat motors except electric troll motors, not to exceed 3 H.P. are prohibited.

(13) Boats and canoes not to exceed a length of sixteen (16) feet and a width of three and one half (3½) feet.

(14) Fishing trot-lines and throw lines are prohibited, only fishing lines containing not more than three hooks (3) per line are permitted.

(15) The seining or taking of fish by any other method than by fishing with live or artificial bait is prohibited.

(16) Dogs, cats horses, cows or animals of any nature are prohibited from entering the water.

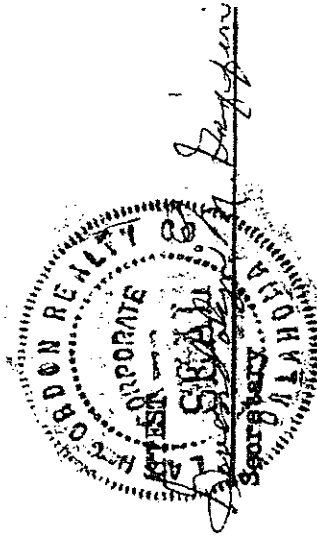
Section 126: NON-COMPLIANCE PENALTIES

Should the owner or tenant of any lot, block or lots or building sites in this addition violate any of the restrictive covenants contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein after reasonable notice has been served, then in such event, any owner of any block, lot or building site in this sub-division may institute legal proceedings to enjoin, abate, or correct such violation or violations, and the owner of the block, lot or lots or building site permitting the violation of such restriction or conditions, shall pay all attorney's fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, said attorney's fees, court costs and other expenses allowed and assessed by the court for the aforesaid violation or violations shall become a lien upon the land as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action so brought to enforce such restrictions in the manner as provided by law.

Section 127:

Invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owners have caused this instrument to be executed by its President, and attested by its Secretary at Oklahoma City, Oklahoma, and the corporate seal affixed this 3 day of AUGUST, 1994



FLASH GORDON REALTY CO

BY: Gordon W. Griffin
President

STATE OF OKLAHOMA

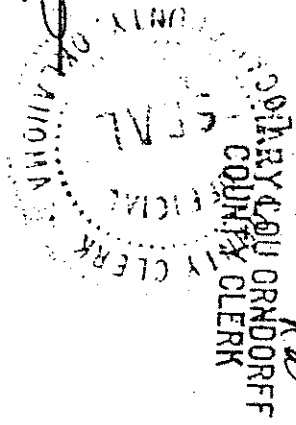
COUNTY OF OKLAHOMA

On this 3 day of AUG., 1994, before me, the undersigned, a Notary Public in and for the County and State as aforesaid, personally appeared Gordon W. Griffin to me known to be the identical person who signed and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

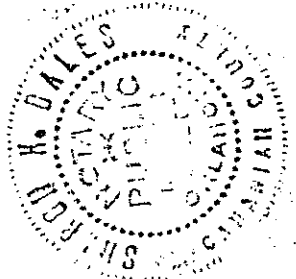
Given under my hand and seal the day and year last written above.

My Commission Expires

7/13/97



Notary Public



94 AUG -3 PM 12:39

STATE OF OKLAHOMA
LOGAN COUNTY SS
FILED FOR RECORD ON

BOOK 1338 PAGE 347

Flash Gordon Realty

WHEREAS,

Flash Gordon Realty Co.,

a corporation, duly organized and existing under and by the laws of the

State of Oklahoma,

whose principal place of business is in: Oklahoma County, State of Oklahoma,
do hereby declare that we are the record owner of the following described
real property, situated in Logan County, State of Oklahoma, to wit:

The NE/4 of Section Thirty-Four, Township 16 North,

Range 3 West of the Indian Meridian.

and desire to subject a portion thereof, as herein after fully described as;
to Easment for Private Roadway and Public Utilities.

NOW, THEREFORE, the undersigned does hereby grant and convey an Easment
for Road and Utility purposes over, upon, and across the following described
portions of the above described land to wit:

A part of the NE/4 of Section Thirty-Four, T 16N, R 3W

of the I.M., Logan County, Oklahoma, more particularly

described as follows: To be Known as LESLI DRIVE
ROAD NUMBER ONE (1)

Beginning at a point on the West Right-of-Way of the North/South Section Line
road, said point being located 33 feet West and 1428.05 feet S. 00° 01' 38" W
from the Northeast Corner of the Northeast Quarter (NE/4) of Section Thirty
Four (S34); THENCE N. 89° 30' 26" W. for a distance of 1712 feet; THENCE
N. 00° 01' 38" E. for a distance of 50 feet; Thence S. 89° 30' 26" E. for a
distance of 1712 feet; THENCE S. 00° 01' 38" W., for a distance of 50 feet
to the point of beginning.

Said Easment to be known as Lesli . Drive

AND

ROAD NUMBER TWO (2) to be known as MITCHELL

Beginning at a Point, said Point being located 635 feet N. 89° 30' 26" W
and 1378 feet S. 00° 01' 38" W from the NE/corner of the NE/4, Sec. 34;
THENCE N 89° 30' 26" W for a distance of 50 feet; THENCE N 00° 01' 38" E for
a distance of 1378 feet; THENCE S. 89° 30' 26" E for a distance of 50 feet;
THENCE S. 00° 01' 38" W for a distance of 1378 feet to the point of beginning.

AND

ROAD NUMBER THREE (3) to be known as ANNETTE

Beginning at a point, said point being located 635 feet, N 89° 30' 26" W and
1428 feet S00° 01' 38" W. from the NE/corner of the NE/4, Sec. 34; THENCE
S. 00° 01' 38" W for a distance of 933 feet; THENCE N 89° 30' 26" W. for a
distance of 50 feet; THENCE N 00° 01' 38" E. for a distance of 933 feet;
THENCE S 89° 30' 26" E for a distance of 50 feet to the point of beginning.

AND

ROAD NUMBER FOUR (4) to be known as CRYSTAL LAKE DRIVE

Beginning at a point, said point being located 1695 feet N. 89° 30' 26" W
and 1378 feet S. 00° 01' 38" W. from the NE/corner of the NE/4; THENCE
N 89° 30' 26" W. a distance of 50 feet; THENCE N00° 01' 38" E. for a
distance of 1173.8 feet; THENCE S. 89° 30' 26" E. for a distance of 25
feet THENCE S00° 01' 38" W for a distance of 79 feet; THENCE S 89° 30' 26" E.
for a distance of 25 feet; THENCE S00° 01' 38" W for a distance of 1094.80
feet to the point of beginning.

NOTE

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descriptions of Roads 5-6-7 continued on page 2

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AND

ROAD NUMBER FIVE (5) to be known as KELLNER

Beginning at a point, said point being located 1428 feet S.00° 01' 38" W. and 1425 feet N 89° 30' 26" W. from the NE/corner of the NE/4, of Sec. 34; THENCE S00° 01' 38" W. for a distance of 933 feet; THENCE N 89° 30' 26" W, for a distance of 50 feet; THENCE N 00° 01' 38" E. for a distance of 933 feet; THENCE S 89° 30' 26" E. for a distance of 50 feet to the point of beginning.

AND

ROAD NUMBER SIX (6) to known as MARCELLA

Beginning at a point, said point being located 2011 feet S00° 01' 38" W. and 1475 feet N 89° 30' 26" W from the NE/corner of the NE/4, of Sec. 34; THENCE S. 00° 01' 38" W. for a distance of 50 feet; THENCE N. 89° 30' 26" W for a distance of 445.5 feet; THENCE N. 75° 07' 57" W. for a distance of 569.2 feet; THENCE N. 14° 52' 03" E., for a distance of 50 feet; THENCE S. 75° 07' 57" E. for a distance of 569.2 feet; THENCE S 89° 30' 26" W, for a distance of 445.5 feet to the point of beginning.

AND

ROAD NUMBER SEVEN (7), to be known as DAVID PAYNE ROAD

Said Easment being described as a 25 foot wide strip of land and described more particularly as follows to wit:

BEGINNING AT A POINT on the WEST boundary of the NE/4 of Sec. 34, said point being located 947.2 feet N 0° 07' 08" E. from the SW/corner of said NE/4; THENCE N0° 07' 08" E., along said West Boundary for a distance of 1381 feet; THENCE S 89° 47' 13" E. for a distance of 25 feet; THENCE S0° 07' 08" W, for a distance of 1381 feet; THENCE S 36° 17' 12" E. for a distance of 296.7 feet; THENCE S 53° 42' 48" W., for a distance of 25 feet; THENCE N 36° 17' 12" W., a distance of 296.7 feet to the point of beginning.

for the use and benefit and as means of ingress and egress for all owners of land bordering or adjacent thereto.

It is expressly understood that police, fire, inspection and health department vehicles and all official personnel who are in the process of performing their normal responsibilities as City, County, State or Federal employees shall have the right of access over, upon, and across said Easment and that same shall be kept open and free from obstructions at all times; provided nevertheless, nothing herein contained shall be construed to establish any legal requirement upon the undersigned to construct or maintain road or street improvements thereon, but it, or its successors and assigns, or Grantees of property adjoining or abutting said Easment land may voluntarily do so.

It is expressly understood and agreed that the land covered by this Easment, as hereinbefore fully described, shall be used to the extent necessary for the installation of public utilities thereon; provided that the installation of such utilities shall not adversely affect the use thereof for road and street purposes.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name by its _____ President its corporate seal affixed, and attached by its Secretary at _____ Oklahoma City, Oklahoma, this 3 day of August, 1994.



FLASH GORDON REALTY CO.

Barbara A. Griffin President
Wendy M. Griffin SECRETARY

STATE OF OKLAHOMA

§SS

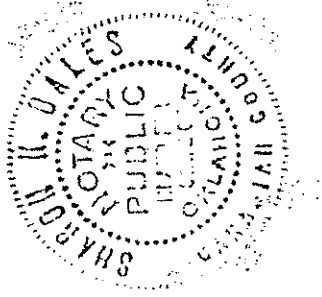
COUNTY OF OKLAHOMA

CORPORATION ACKNOWLEDGMENT
OKLAHOMA FORM

Before me, the undersigned, a Notary Public, in and for said County and State on this 3rd day of AUG., 1994, personally appeared Gordon W. Griffin, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ President and acknowledged to me that he executed the same as his free and voluntary deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

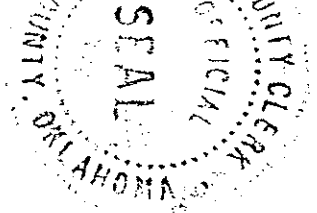
My commission expires 7/13/97, Sharon K. Baker, Notary Public.



STATE OF OKLAHOMA
LOGAN COUNTY SS:
FILED FOR RECORD ON

94 AUG -3 PM 12:39

MARY LOU TORNDORFF
COUNTY CLERK



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Page 3 of 3

Sharon K. Baker

DECLARATIONS OF COVENANTS, RESTRICTIONS, CONDITIONS
AND ESTABLISHMENT OF "CEDAR VIEW ROAD AND PARK
OWNERS ASSOCIATION, BEING A PART OF THE NE¹/₄ OF
SECTION THIRTY-FOUR (S34), TOWNSHIP SIXTEEN NORTH
(T 16N), RANGE THREE WEST (R3W) OF THE INDIAN
MERIDIAN (I.M.), LOGAN COUNTY, OKLAHOMA, AS MORE
PARTICULARY DESCRIBED HEREINAFTER:

THIS DECLARATION made on the date hereinafter set forth by Flash Gordon Realty Co., a corporation, duly organized and existing under and by the laws of the State of Oklahoma, whose principal place of business is in Oklahoma City, Oklahoma County, State of Oklahoma; hereinafter referred to as "Declarant", WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Logan County, State of Oklahoma, which is more particularly described as follows: The Northeast Quarter (NE¹/₄), of Section Thirty-Four (S 34), Township 16 North (T 16N), Range Three West (R 3W) of the Indian Meridian (I.M.)

WHEREAS, Declarant has prepared a "Private Roadways and Utility Easment" covering the above described property, of which shall be filed of record in the miscellaneous Book of Records of the County Clerks Office of Logan County, Oklahoma, prior to the filing of this instrument and prior to the issuance of any deed covering any property abutting to and being served by this Private Roadway Easment, as therein described

WHEREAS, now as a supplement to and for the further purpose of providing an orderly, effective and enforceable method of maintaining the upkeep and preserving the aforementioned "Private Roadway" and the Drainage Channels thereto, and for the Assessment, Collection and disbursing of funds necessary to do so, and for the mutual benefit of our successor's in title, We hereby impose the following Restrictions, Covenants and Agreements of which it shall be incumbent upon our successors in title, their heirs and assigns to adhere:

WHEREAS, for the aforementioned purposes it is necessary to establish an entity or agency for such purpose and in addition to collect and disburse assessments and charges from, against and on behalf of the respective property which abuts to and are to be served by this private roadway as a matter of ingress and egress unto their property, of which said roadways are to be known as: Road # 1 as Lesli Drive, Road # 2 as Mitchell, Road # 3 as Annette, Road #4 as Crystal Lake Drive, Road #5 as Kellner, Road #6 as Marcella, and Road #7 as David Payne Road, all as shown on the non-recorded plat

WHEREAS, the aforementioned "Cedar View Road and Park Owners Association, shall have the same authority over the deeded and designated recreation park area, as they have over the Private Roadways, and shall be responsible for the Governing, maintenance and upkeep, the beautifying and preservation of the area and the purchase and maintenance of the park entertainment equipment and supplies. The amount of funds necessary for the above stated purposes, will be determined by the Cedar View Road and Park Association and shall be collected and deposited to a bank account separate of the Road Maintenance Fund Account, and a park Subcommittee shall be established by the Association to govern the park under the authority and jurisdiction of the "Cedar View Road and Park Owners Association.

WHEREAS, there shall be formed to accomplish the foregoing purposes, an unincorporated, non-profit association as an entity to be known as: "Cedar View Road and Park Owners Association", for the purpose of accomplishing the hereinabove and hereinafter stated functions.

NOW, THEREFORE, Declarant does hereby declare that the real property hereinbefore described, covered by the articles, covenants, conditions and restrictions are hereby conveyed, subject to the conditions, covenants, restrictions, declarations, easments, charges and liens hereinafter set forth, all for the purpose of enhancing and protecting the values, desirability and attractiveness of the real property, within said area and specifically for the care, upkeep, maintenance and continued improvement of the drainage channels and common private roadways therein. These covenants and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title, interest or estate or any part thereof in and to said property and shall inure to the benefit of each owner therein. The provisions as herein provided and stated to the "Cedar View Road and Park association shall be a part of the usual and ordinary covenants and restrictions and shall be supplemental thereto, enforced under the terms and conditions thereof, as well as other provisions of enforcement provided hereunder.

ARTICLE ONE
Definitions

Section 1.01: The following words when used in this declaration or any Supplemental Declaration (unless the context shall so prohibit), shall have the following meanings:

- A. "Association" shall mean and refer to: Cedar View Road and Park Owners Association, an unincorporated association, under the laws of the State of Oklahoma, its successors and assigns.
- B. "Properties" shall mean and refer to all real estate now a part of or subsequently annexed and brought within the jurisdiction of the association and subject to assessment by the association.
- C. "Private Road" ~~on Private Street~~, shall refer to the Private Road as described on page "1" of this declaration, which may be owned or controlled for the common use and enjoyment for the members of the association.
- D. "Drainage Channels" shall mean those areas where easment for drainage purposes is reserved on any lot on property within the area as described " Private Road ".
- E. "Lot" shall mean and refer to tracts: One (1) thru number Fifty-Eight (58), as contained within the property as described in paragraph Two (2) page One (1) of this document.
- F. "Member" shall mean and refer to every person and/or entity who holds membership in the Association.
- G. "Person" and/or "Member" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.
- H. "Declarant" and/or "Developer" shall refer to Flash Gordon Realty Co., a corporation, its successors or assigns.
- I. "Owner" shall mean and refer to the record owner, whether one or more persons, of a fee simple title to any lot which is or may become a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- J. "Trustee" and/or "Director" shall be synonymous and in description of the Executive group governing the Association.

ARTICLE TWO

FUTURE INTENT

Section 2.01: "The Cedar View Road and Park Owner Association" initially is an unincorporated, non-profit Association, but may at any time after three years from the date of declaration by a two-thirds (2/3rds) vote by all members entitled to vote at any Association meeting, approve the incorporation of a non-profit corporation under the laws and statutes of the State of Oklahoma, to be known as : " Cedar View Road and Park Owners Association" of which the by-laws of which shall contain all the rules, regulations and by-laws of the unincorporated association

MEMBERSHIP IN THE ASSOCIATION

Section 3.01: Every person who is purchasing on contract or is a record owner of a fee undivided interest in any single-family residential and multi-family residential lot covered by this declaration and any future declaration covering all or any part of the property subsequently included which is subject to the covenants of record to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely in security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

ARTICLE FOUR

USE AND MANAGEMENT OF THE DRAINAGE CHANNELS
EASEMENTS AND PRIVATE ROADWAYS

Section 5.01: The Association shall control, maintain, manage and improve the drainage channels, as well as all common private roads within the afore described property subsequently made a part of this declaration and subjected to the Association's control. Such right and power of control and management shall be exclusive.

Section 5.02: The Board of Directors of the Trustees of the Association may from time to time establish rules and regulations governing the use of all drainage channels and private roads within said addition as to all owners, members of, and family and guests; provided that such rules and regulations that may from time to time be adapted shall be uniform as to all members of the Association.

ARTICLE FIVE

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 6.01: Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 6.02: The Association shall have two classes of voting membership:

Class A. "Class A Members" shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The "Class B Member" shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) August 1, 1997

ARTICLE SIX

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7.01: The Declarant, for each lot owned within the addition, hereby covenants, and each owner of any lot within the addition or any subsequently added area, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

(1) annual assessments or charges, and (2) special assessments for capital improvements to the drainage channels and private roads within the addition, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on and run with the land and shall be continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessments fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 7.02: The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the addition for the improvement and maintenance of the drainage channels and private roadways in the addition.

Section 7.03: Commencing with January 1st of the year immediately following the conveyance of the first lot to any owner, the maximum annual assessment shall be as follows:

<u>Type of Class</u>	<u>Amount</u>
Class A	\$50.00 per year
Class B	\$50.00 per year

The assessment shall be equal for each lot within the addition and shall not be computed on any other factor, irrespective of total lot area and/or road frontage. The annual assessment as above stated shall be known as the Base Factor.

(a) From and after January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual Base Factor may be increased each year not more than 10% above the maximum Base Factor for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual Base Factor may be increased above 10% by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 7.04: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a drainage channel and/or common private road, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 7.05: Written notice of any meeting called for the purpose of taking any action authorized under Section 7.03 and 7.04 shall be sent to all members not less than 15 days nor more than 30 days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 30 days following the preceding meeting.

Section 7.06: The annual assessments provided for herein shall commence as to all lots on the first day of the month following the preceding meeting.

Section 7.06: The annual assessments provided herein shall commence as to all lots on the first day of the month following the conveyance of the first lot to any owner. The first annual assessments shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors and/or Trustees, as well as installment payment, but not more often than monthly. The Association shall, upon demand, and within a reasonable time, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 7.07: Notwithstanding the foregoing monies expended by the Declarant during any assessment period in establishing and maintaining the drainage channels and common private roads within the addition shall be applied as credits to the sums otherwise owed by the Declarant to the Association hereunder as annual maintenance or special assessments for the same period, upon the receipt of the Association of satisfactory evidence thereof from the Declarant. Should the amounts so expended by the Declarant in any assessment period exceed the assessments against the Declarant for that period, the difference shall be carried over and applied as credits in the succeeding period or periods.

Section 7.08: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten per cent per annum (10%). The Association may bring an action of law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the drainage channels and common private roadways or abandonment of his lot. All owners agree that any such action may be brought by the Association in its name as the real parties in interest without each member of the Association being specifically joined therein as plaintiff or defendant.

Section 7.09: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7.10: All properties dedicated to, and accepted by, a local public authority shall be exempt from the assessments created herein.

ARTICLE EIGHT

PURPOSES AND BY-LAWS OF THE ASSOCIATION

Section 8.01: The purposes for which the Association is formed are hereinabove set forth as well as hereinafter described and shall be governed by the by-laws, rules and regulations set forth herein or as hereinafter adopted by the Board of Trustees of the Association.

Section 8.02: (a) Regular meetings. A regular meeting of the members shall be held by the Association on the second Tuesday of May of each year, commencing with the year 1996 for the purpose of electing a Board of Trustees or Directors and transacting such other business as may come before the meeting.

Section 8.02: (b) Notice of regular meetings. Notice of each regular meeting of the members shall be given. Such notice must state the time and place of the meeting, and that the purpose thereof are the election of a board of directors and the transaction of such other business as may come before the meeting, a copy thereof shall be mailed to each member of the Association; such notices shall be deposited in the post office at Oklahoma City, Oklahoma, with postage prepaid, at least 15 days prior to the time for holding such meeting.

Section 8.02: (c) Special Meetings. Except where otherwise prescribed by law or elsewhere in these restrictions and covenants, a special meeting of the members may be called at any time by the President, or by the board of directors or by members of the Association having ten votes.

Section 8.02: (d) Notice of special meetings. Notice of each special meeting of the members shall be given. Such notice must state the time and place of the meeting, and the business to be transacted at the meeting; a copy thereof shall be mailed to each member of the Association; such notice shall be deposited in the post office at Oklahoma City, Oklahoma, with postage prepaid, at least 10 days prior to the time for holding such meeting.

Section 8.02: (e) Place of meeting and Quorum. All meetings shall be held in Logan County, Oklahoma, preferably within the addition. At any meeting a majority of the members, being present in person, or represented by proxy, shall constitute a quorum for all purposes, including the election of directors, except when otherwise provided by law or these covenants and restrictions.

Section 8.03: (a) Number. The Association powers, business and property, both real and personal, shall be exercised, conducted and controlled by a board of trustees of three members. The board of trustees may also be known as a board of directors and the use of directors and/or trustees shall be synonymous.

Section 8.03: (b) Election. The trustees or directors shall be elected annually at the regular annual meeting of the members from the membership of the association, commencing with the year 1996. The initial directors, upon the commencement of the Association which shall be upon filing of these restrictive covenants, shall be appointed by the Declarant. The individuals composing the Declarant shall be eligible for this office.

Section 8.03: (c) Vacancies. Vacancies in the board of directors shall be filled by the other directors in office; and such persons shall hold office until the election of their successor by the members.

Any director who ceases to be a member or who violates any contract with the Association in any particular, shall cease to be a member of the board as soon as a majority of the board pass a resolution to such effect. The vacancy caused thereby shall be filled by the directors.

Section 8.03: (d) First meeting of trustees or directors. Immediately after each election of directors, the newly elected directors shall hold a regular meeting and organize by the election of a president, a vice president, a secretary and treasurer, and transact any other business deemed necessary.

Section 8.03: (e) Regular meetings of trustees. In addition to the special meetings mentioned, a regular meeting of the board of directors or trustees shall be held in Logan County, Oklahoma, at such time and place as the board may direct, but not less than every six months.

Section 8.03: (f) Special Meetings. A special meeting of the board of directors shall be held whenever called by the president or by a majority of the directors. Any and all business may be transacted at a special meeting. Each call for a special meeting shall be in writing, signed by the person or persons making the same, addressed and delivered to the secretary, and shall state the time and place of such meeting.

Section 8.03 (g) Notice of regular or special meetings. Notice of regular or special meetings of the directors shall be mailed to each director at least 10 days prior to the time set for the meeting unless specifically waived.

Section 8.03: (h) Quorum. Two directors shall constitute a quorum of the board at all meetings and the affirmative vote of at least two directors shall be necessary to pass any resolution or authorize any Association Act.

Section 8.03: (i) Compensation. Each member of the board of directors shall receive no compensation, but may by resolution be refunded any actual expenses incurred in the performance of the duties and obligations as such on behalf of the Association.

Section 8.04: Powers of Directors or Trustees. The directors shall have the power:

Section 8.04: (a) To call special meetings of the members when they deem it necessary, and they shall call a meeting at any time upon the written request of 10 of the members of the Association.

Section 8.04: (b) To appoint and remove at pleasure, all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require from them, if advisable, security for faithful service.

Section 8.04: (c) To select one or more banks to act as depository of the funds of the Association and determine the manner of receiving, depositing and disbursing the funds and the form of checks and the person or persons by whom same shall be signed, with power to change such banks and the person or persons signing said checks and the forms thereof at will, provided all withdrawals shall require the signature of not less than two officers of the Association.

Section 8.04: (d) To conduct, manage and control the affairs and business of the Association and to make rules and regulations for the guidance of the officers and management of its affairs.

Section 8.04: (e) To control, maintain, manage and improve the drainage channels as well as the common private roads within the property as hereinbefore described, and to enforce all covenants contained herein and applicable to said addition for the maintenance, assessment and the collection as well as the enforcement of collection thereof against all persons and property liable therefor, as specifically provided in these covenants and restrictions.

Section 8.05: Duties of Directors or Trustees. It shall be the duty of the board of directors or trustees:

Section 8.05: (a) To keep a complete record of all its acts and of the proceedings of its meetings, and to present a full statement at the regular meetings of the members, showing in detail the condition of the affairs of the Association.

Section 8.05: (b) To determine the maintenance assessment or assessments, to collect same, as well as enforce by legal proceedings, if necessary, the collection of the same against all persons or property liable therefor.

Section 8.05: (c) To control, maintain, manage and improve as determined reasonable and necessary for the preservation, upkeep as well as the natural protection and convenience of all members of the Association of the drainage channels and the common private roadways within said addition.

Section 8.05: (d) To do all things necessary and incidental to the keeping and carrying out of the purposes, affairs and interest of the Association.

Section 8.06: The officers of the Association shall be a president, vice president, secretary and treasurer, together with any other administrative officers which the board of directors may see fit in its discretion to provide for by resolution entered upon its minutes.

Section 8.07: The President. If at any time the president shall be unable to act, the vice president shall take his place and perform his duties; and if the vice president shall be unable to act, the board shall appoint a director to do so. The president or such vice president or director:

Section 8.07: (a) Shall preside over all meetings of the members and directors.

Section 8.07: (b) Shall sign, as president on behalf of the Association, all contracts and instruments which have been first approved by the board of directors and the membership of the Association.

Section 8.07: (c) Shall call the directors together whenever he deems it necessary, and shall have, subject to the advice of the directors, direction of the affairs of the Association and generally shall discharge such other duties as may be required of him by these by-laws or by the board.

Section 8.08: Secretary and Treasurer. It shall be the duty of the secretary and treasurer:

Section 8.08: (a) To keep record of the proceedings of the meeting of the board of directors and of the members.

Section 8.08: (b) To affix his signature, together with any Association seal if one is adopted by the board of directors, in attestation of all records, contracts, and other papers requiring such seal and/or attestation.

Section 8.08: (c) To keep a proper membership book, showing the name and addresses of each member of the Association, the number of votes of such member, the effective membership, cancellation, or transfer.

Section 8.08: (d) To keep a record of all assessments, the name and address of the person liable therefor, as well as a description of the real property against which constitutes a lien and all payments thereof or made thereon.

Section 8.08: (e) To receive and deposit all funds of the Association, to be paid out only on checks drawn as hereinbefore provided, and account for all receipts, disbursements and balance on hand.

Section 8.08: (f) To furnish a bond in such form and in such amount as the board of directors may from time to time require.

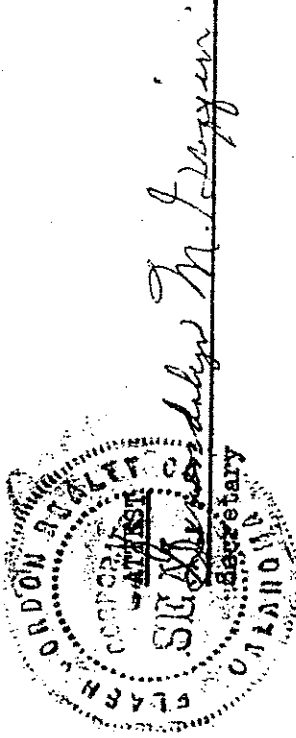
Section 8.08: (g) To discharge such other duties as pertain to his office or may be prescribed by the board of directors.

Section 8.08 (h) To mail all notices of meeting as required by the by-laws.

IN WITNESS WHEREOF, the undersigned owners have caused this instrument to be executed by its President, and attested by its Secretary at Oklahoma City, Oklahoma, and the corporate seal affixed this 3 day of AUGUST, 1994

FLASH GORDON REALTY CO.

BY: [Signature]
President



[Signature]
Secretary

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

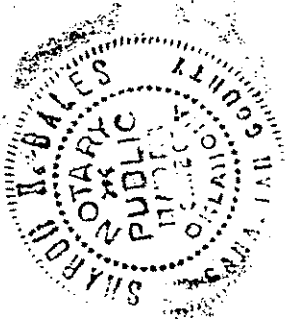
On this 3 day of AUGUST, 1994, before me the undersigned, A Notary Public in and for the County and State aforesaid, personally appeared Gordon M. Griffin, to me known to be the identical person who signed and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the used and purposes therein set forth.

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

My commission Expires

7/13/97

[Signature]
Notary Public



STATE OF OKLAHOMA
LOGAN COUNTY SS:
FILED FOR RECORD ON

94 AUG -3 PM 12:39

MARY L. W. ORNDORFF
COUNTY CLERK



BOOK 1338 PAGE 360

"10"

[Signature]