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County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE COURTYARD ADDITION, A PART OF THE NORTHEAST QUARTER OF
SECTION 27, TOWNSHIP 11 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN,
OKLAHOMA CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA, ACCORDING
TO THE RECORDED PLAT THERETO.**

THIS DECLARATION dated February 20, 2008 is by ERC
Land Development Group, L.L.C., an Arkansas limited liability company having a mailing
address of 813 Fort Street, Bartling, Arkansas 72923 (the Declarant).

RECITALS

- A. Declarant owns all of the real property located within the Courtyard Addition (the Property), as recorded in the Plat at Book 65, Page 26 within Oklahoma County, Oklahoma Clerk's Office.
- B. Declarant desires to subject the Property, and the Lots located therein (the "Lots") to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the value and desirability for the Property and the Lots.
- C. Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the Covenants, Conditions, and Restrictions set forth below.
- D. Declarant also declares that this Declaration creates a property owners association of which every Lot owner shall be a member. The Association may be further organized by the Declarant for so long as the Declarant owns one Lot, and the members thereafter.

ARTICLE 1: COVENANTS, CONDITIONS AND RESTRICTIONS

1. The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single family residence purposes only, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling. No Lot within this subdivision shall contain more than one single-family dwelling. It is the intent of this covenant to prevent the re-subdivision of any Lot in any manner that would result in the construction of more dwellings than allowed by city ordinance.

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2. No building or outbuilding shall be erected, placed or altered on the Property until the plans and specifications showing the nature, kind, shape, height, materials, color, Location, roofing design, etc have been submitted to and approved in writing by Declarant. Declarant shall consider applications for approval of plans and specifications, etc, upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed building, alteration or addition will insure conformity and harmony in exterior design and appearance, based upon factors to include: quality of workmanship, nature and durability of materials, harmony of external design with existing buildings, choice of colors, changes in topography, grade elevation and/or drainage; factors of public health and safety and the suitability of building, addition or alteration taking into account the general aesthetic values of the surrounding area. Once completed plans are submitted to the Declarant, Declarant will advise the applicant in writing that the complete plans have been received by the Declarant. Should Declarant take no action on the complete plans (neither approving, denying nor requesting modifications) within thirty days (30) from its receipt of the complete plans, the submitted plans are presumed approved and this covenant shall be deemed to have been fully complied with.
3. A single family dwelling shall not exceed two (2) stories in height. Each dwelling must have a minimum two (2) car attached garage. The ground floor area of the dwelling exclusive of covered and open porches and garages, shall not be less than 1150 square feet for a one-story dwelling house, and not less than 1000 square feet on the ground floor for a dwelling of more than one story.
4. All dwellings shall be built with pier and grade construction. Any exposed concrete wall shall be stained in a color similar to the brick, stone or masonry walls.
5. All fireplace flues or chimneys located on the exterior of the dwelling shall be covered with brick, stone or masonry. The portion of an interior fireplace flue or chimney which protrudes through the roof shall be enclosed with brick, stone, masonry, wood or vinyl.
6. No dwelling shall be located on a Lot nearer to any street than the minimum building setback lines for the Lot as shown on the Plat therefore. Furthermore, the following minimum building setback shall be observed (1) minimum 5 foot setback from side Lot line and (2) minimum 20 foot setback from rear Lot line. All driveways shall be made of concrete.
7. The principal exterior of a dwelling shall be at least seventy-five (75%) percent brick, stone and/or masonry exclusive of eaves, fascia, gables, doors, windows and garage doors, and the balance of the exterior may be of frame, wood, vinyl siding, or other material which will blend together with the masonry. Any deviations from the above must be approved in advance by the Declarant.
8. All roofing (initial and/or replacement) shall be wood or laminated composition, and be of a weathered wood color and appearance. Any deviation from the above must be approved in advance by the Declarant. Such roofing shall have a twenty-five year warranty. Each roofline on a dwelling and/or outbuilding shall have an 6/12 pitch.
9. A dwelling shall be of new construction, and no dwelling (new or used) may be moved from another area into the Property. Mobile homes of any kind shall not be placed or parked on a Lot, either permanently or temporarily.
10. The Declarant and builders approved by the Declarant may located construction job trailers on a Lot during construction of a dwelling.
11. Any outbuilding shall (a) be of new construction and built on-site; (b) have a concrete floor; (c) have a minimum size of 200 square feet and a maximum size of 500 square feet; (d) a

- roof peak that does not exceed 16 feet high (e) be located behind the front building line of the dwelling on the Lot; (f) conform with the dwelling existing on the Lot as to roof pitch, construction, and roofing material; (g) not have siding consisting of asphalt shingles and/or imitation brick and (h) have an exterior color scheme that matches the color scheme of the dwelling on the Lot and/or is white, tan or light gray. A new steel-type building may be built as an outbuilding if it complies with the above conditions (a) through (g), except that a steel building does not have to match the required roof pitch.
12. Each dwelling shall have a wrought iron mailbox. The wrought iron mailbox shall be freestanding and of a style consistent with the mailboxes on Lots within the Property.
 13. No window type air conditioners shall be installed on any Lot.
 14. Any above-ground pool shall be placed on a Lot behind a stockade fence.
 15. No business, trade or activity shall be carried on upon any Lot. No noxious or offensive activity shall be carried out upon a Lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.
 16. No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.
 17. No sign of any kind shall be displayed on a Lot, except the following (a) one professional sign of not more than one square foot in size; (b) one sign advertising the property for sale or rent of not more than five square feet in size; (c) signs used by a builder or advertise the property during construction and sale.
 18. No truck, bus, commercial vehicle or recreational vehicle of any kind exceeding one ton shall be parked or permitted to remain on the driveway of a Lot or street except for such period of time as may be reasonably necessary for the driver thereof to perform the business functions to which the commercial vehicle relates. It is the intent of this requirement that the owners and occupants of dwellings not use the property upon which they reside, or streets adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle. Further, no truck, automobile, pickup truck, bus, commercial vehicle or recreational vehicle of any kind shall be allowed to remain on any street adjacent to such Lot.
 19. Driveways shall not be used for long term storage of such items as recreational vehicles, boats, trailers, campers, lumber, etc. Furthermore, such items, including vehicles of any kind, if stored on a Lot, shall be stored inside a storage building or placed behind a fence on a concrete surface so that the stored item is not visible from any portion of the subdivision other than the Lot on which it is stored.
 20. No fencing shall be installed on the front portion of any Lot between the front Lot boundary and the front building setback line. All fencing done on the front portion of a Lot between dwellings and side Lot lines on any corner Lot facing a street must be of stockade, brick, rock or wrought iron. In addition, all fencing shall be stockade, brick, rock, wrought iron, or other type approved by Declarant. No chain link fencing is permitted.
 21. All utility services to any Lot within the Property shall be underground. All propane tanks shall be buried underground.
 22. Unless otherwise preempted by federal regulation, any ham radio antenna shall be placed on a Lot so that it cannot be seen from the front of the Lot, and so that it is not more than 10 feet higher than the top of any outbuilding. Any television antenna must be located in the attic of a dwelling. A satellite antenna is limited to one per Lot, with a maximum 29 inch diameter.

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23. Each Lot owner shall continuously maintain the landscaping on the Lot, including mowing, planting and maintaining shrubs and trees.
 24. At such time (initially or at a later date) as any portion of any dwelling or outbuilding is painted or stained, the color used shall harmonize with the existing structures in the Property at all times.
 25. A culvert placed on a Lot shall be of concrete construction at both ends.
 26. A Lot owner shall be responsible for all small drainage channels, emergency overflows, and other swells on the Lot which are important to abutting properties, but are not part of the drainage systems maintained by a public authority or utility company. The Lot owner shall keep the easements, channels, and swales free of any structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swales. The Lot owner shall provide continuing maintenance of the easements, channels or swales except for those for which a public authority or utility company is responsible. The Lot owner shall maintain and leave in place any drainage ditch on the Lot. Each Lot owner with a creek on or adjoining the Lot shall keep such drainage areas open and clear of obstructions.
 27. Notwithstanding any provision contained herein, all Lot owners must comply with all ordinances relating to the Property.
 28. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon Declarant by this Declaration may be assigned or transferred by Declarant to any Successor Declarant of all or any part of the Property, or to any community association or architectural committee composed of owners of the Property. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded in Oklahoma County, and upon recordation thereof the grantee or grantees of such rights and powers shall thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon Declarant by this Declaration.
 29. If any Lot owner violates this Declaration, it shall be lawful for the Declarant, any other Lot owner, or a property owners association to enforce the Declaration by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages. The prevailing party in such action shall be awarded its costs and reasonable attorneys fees.

ARTICLE 2: GENERAL PROVISIONS

1. The area of the Property subject to this Declaration may be increased by recording supplements to this Declaration, which need only to be signed by Declarant, the owner of additional land described in the supplement, stating that the additional land shall be subject to this Declaration. No other land in the vicinity of the Property shall be subject to this Declaration unless the provisions of this Paragraph 2.1 herein are complied with, it being intended that this Declaration not be construed or considered as a scheme for the development of any land other than that shown on the Plat or hereafter subjected to this Declaration in the manner described by Paragraph 2.1 herein.
2. Without restriction by any term within this Declaration, for so long as Declarant owns one Lot within the Property, Declarant may unilaterally amend this Declaration for any reasonable purpose and at any time, including during restrictive periods, in the sole discretion of the Declarant. Thereafter, Declarant may unilaterally amend this Declaration if such

amendment is necessary: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or (d) to satisfy the requirements of any local, state or federal governmental agency.

3. This Declaration may be amended only by the affirmative vote or written consent or any combination thereof, of Members representing seventy-five percent (75%) of the total Class "A" votes in the Association, including seventy-five percent (75%) of the Class "A" votes held by Members other than Declarant and the consent of Declarant, so long as Declarant owns any property subject to this Declaration.
4. The invalidation of any of the provisions of this Declaration by judgment or Court order shall not affect any of the other provisions, all of which shall remain in full force and effect.
5. Each conveyance of a Lot, or of any interest in the Lot, by Declarant, shall be deemed to be subject to this Declaration whether or not the deed conveying the Lot shall so state.

ARTICLE 3: PROPERTY OWNERS ASSOCIATION PROVISIONS

1. **THE ASSOCIATION.** The Courtyard Property Owners Association, Inc. is or will be an Oklahoma nonprofit corporation (the Association). The Association is the entity responsible for management, maintenance, operation and control of the Common Area. The Common Areas are any portion of the Property shown on the Plat as Common Area or depicted as being the responsibility of the Association. The Association also is the primary entity responsible for enforcement of the Declaration. The Association shall perform its functions in accordance with the Declaration and the laws of the State of Oklahoma.
2. **MEMBERSHIP.** Every Owner of a Lot is a Member of the Association. There is only one (1) membership per Lot. If a Lot is owned by more than one (1) Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in this Declaration and in the Bylaws and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee or by the individual designated in writing from time to time by the Owner and provided to the Secretary of the Association. Upon taking title to any Lot, each Owner shall provide the Association with a copy of the title transfer document evidencing the Owner's entitlement to membership in the Association. Until such time as an Owner provides the Association with such title transfer document, that Person Owner shall have no membership within the Association.
3. **VOTING.** The Association shall have two (2) classes of membership, Class "A" and Class "B." Class "A." Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one (1) equal vote for each Lot in which they hold the interest required for membership in the Association, except that there shall be only one (1) vote per Lot. Class "B". The sole Class "B" Member shall be Declarant. The Class "B"

Member may appoint all the members of the Board of Directors for so long as the Declarant owns one Lot. Declarant shall not be responsible for Base Assessments or payment of any Common Expenses. **Exercise of Voting Rights.** Except for Declaration amendment votes, the vote for each Lot owned by a Class "A" Member shall be exercised by the Member or proxy representing the Lot. The Member may cast all such votes as such Member, in such Member's discretion, deems appropriate. In any situation where a Member is entitled personally to exercise the vote for such Member's Lot and there is more than one (1) Owner of such Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise such vote; however the Lot shall be counted for quorum purposes.

4. ASSOCIATION POWERS AND RESPONSIBILITIES.

- a. The Association, through Board action, may acquire, hold and dispose of tangible and intangible personal property and real property. Declarant and the Declarant's designees may convey to the Association personal property and fee title, leasehold or other property interests in any real property, improved or unimproved, described in the Plat. The Association shall accept and maintain such property at the Association's expense for the benefit of the Association's Members, subject to any restrictions set forth in the deed or other document transferring such property to the Association. On written request of Declarant, the Association shall re-convey to Declarant any unimproved portions of The Courtyard originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.
- b. The Declarant shall not bear any responsibility for any damages caused by mold or by some other agent, that may be associated with defects in Common Area improvements and construction, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value and adverse health effects or any other effects. Any implied warranties, including an implied warranty of workmanlike construction, an implied warranty of habitability or an implied warranty of fitness for a particular use, are hereby waived and disclaimed.

- 5. COMPLIANCE AND ENFORCEMENT.** Every Owner and occupant of a Lot shall comply with the Governing Documents (defined as the Declaration, Articles of Incorporation, and Bylaws). The Board may impose sanctions for violation of the Governing Documents after notice and a hearing. Such sanctions may include, without limitation: (1) imposing reasonable monetary fines which shall constitute a lien on the violator's Lot. (In the event that any occupant, guest or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator, but if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine on notice from the Board); (2) suspending an Owner's right to vote in all matters; (3) suspending any Person's right to use any recreational facilities within the Common Area; provided, however,

nothing herein shall authorize the Board to limit ingress or egress to or from a Lot; (4) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association; (5) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation; (6) requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of this Declaration and to restore the Lot to its previous condition and, on failure of the Owner to do so, the Board or the Board's designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass; (7) levying Specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents. In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with notice and a hearing: exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both. In addition to any other enforcement rights, if an Owner fails properly to perform such Owner's maintenance responsibility, the Association may Record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Specific Assessment. Except in an emergency situation, determined in the sole discretion of the Board, the Association shall provide the Owner with reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

6. All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, the Association shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.
7. The Association shall not be obligated to take any action if the Board reasonably determines that the Association's position is not strong enough to justify taking such action or the matter is not cost-effective to the Association. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.
8. The Association may exercise any right or privilege expressly given to the Association by the Governing Documents or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.
9. Subject to Oklahoma law, the Association shall indemnify Declarant, every officer, Director and committee member, including the Architectural Review Committee against all damages and expenses, including legal fees, reasonably incurred in connection with any claim, action,

suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been Declarant, an officer, Director or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this section. The officers, Directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and Directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or Directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, Director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, Director or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

- 10. BASE ASSESSMENTS.** The Association is hereby authorized to levy Base Assessments against all Lots owned by Class A Members to fund the operating expenses of the Association (Common Expenses). In calculating the Base Assessment for each Lot, the Board shall estimate the annual expenses expected of the Association divided by the number of assessable Lots.
- 11. SPECIAL ASSESSMENTS.** In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of the amount budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Members (if a Common Expense) representing more than fifty percent (50%) of the total votes allocated to Lots which will be subject to such Special Assessment and the affirmative vote or written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.
- 12. SPECIFIC ASSESSMENTS.** The Association shall have the power to levy Specific Assessments against a particular Lot as follows: (1) to cover the costs, including overhead and administrative costs, of providing services to a Lot on request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and (2) to cover costs incurred in bringing a Lot into compliance with the Governing Documents or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors, employees, licensees, invitees or guests; provided, the Board shall give

the Lot Owner prior written notice and an opportunity for a hearing before levying any Specific Assessment.

- 13. AUTHORITY TO ASSESS; TIME OF PAYMENT.** The Declarant hereby establishes and the Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. The obligation to pay assessments shall commence on Recording of this Declaration with the County Clerk of Oklahoma County, Oklahoma. Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at the closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two (2) or more installments. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first (1st) day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on such Owner's Lot, the Board may require the outstanding balance on all assessments to be paid in full immediately.
- 14. OBLIGATION FOR ASSESSMENTS.** Each Owner, by accepting a deed or entering into a Recorded contract of sale for any portion of The Courtyard, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of eighteen percent [18%] per annum or such higher rate as the Board may establish, subject to the limitations of Oklahoma law), late charges as determined by Board resolution, costs and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien on each Lot until paid in full. On a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections. No Owner may exempt themselves from liability for assessments by non-use of Common Area, abandonment of a Lot or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association to take some action or perform some function required of it or for inconvenience or discomfort arising from the making of repairs or improvements or from any other action it takes.
- 15. LIEN FOR ASSESSMENTS.** All assessments and other charges of the Association authorized in this Article or elsewhere in this Declaration shall constitute a lien against the Lot against which they are levied from the time such assessments or charges become delinquent until paid. The lien shall also secure payment of interest (subject to the limitations of Oklahoma law), late charges (subject to the limitations of Oklahoma law) and costs of collection (including attorneys' fees, lien fees and administrative costs). Such lien shall be

superior to all other liens, except those deemed by Oklahoma law to be superior. The Association may enforce such lien, when any assessment or other charge is delinquent, by suit, judgment and foreclosure.

16. **SPECIAL DECLARANT RIGHTS.** The Declarant may from time to time subject to the provisions of this Declaration or annex all or any portion of the Property by Recording a Supplemental Declaration describing the additional property to be subjected. A Supplemental Declaration Recorded pursuant to this section shall not require the consent of any Person except the owner of such property, if other than Declarant. Declarant's right to expand The Courtyard pursuant to this section shall expire after forty (40) years after the Recording of the last Recorded Declaration or Supplemental Declaration or when Declarant releases in writing its special Declarant rights, whichever is earlier. Until then, Declarant may transfer or assign this right to annex property to any Person who is a purchaser of any portion of the Properties. Declarant shall memorialize such transfer in a Recorded document. Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration or to develop any of the Properties in any manner whatsoever.

- a. Declarant may subject any portion of The Courtyard to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through assessments. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. If the property is owned by someone other than Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.
- b. Declarant reserves the right to amend this Declaration, so long as the Declarant owns one Lot within the Property, for the purpose of removing from the coverage of this Declaration any portion of The Courtyard which has not yet been sold to an end-purchaser. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if such Owner is not Declarant. If the property to be withdrawn is Common Area, the Association shall consent to such withdrawal.
- c. Declarant and Builders authorized by Declarant may construct and maintain on portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model units and sales offices. Declarant and authorized Builders shall have a license with interest for access to and use of such facilities.
- d. Declarant and the Declarant's employees, agents and designees shall have a right of

access and use and an easement over and on all of the Common Area for the purpose of making, constructing and installing such Improvements to the Common Area as it deems appropriate in its sole discretion.

- e. No amendment to or modification of the Governing Documents shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns property subject to this Declaration.
- f. Any or all of the special rights and obligations of Declarant set forth in this Declaration may be transferred in whole or in part to other Persons; provided the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless reduced to a written document signed by Declarant and duly Recorded. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety and in such case it shall not be necessary to Record any written assignment unless necessary to evidence Declarant's consent to such exercise.
- g. No Person shall use the name "The Courtyard" or any derivative of such name in any printed, electronic or promotional material without Declarant's prior written consent. However, Owners may use the name "The Courtyard" in printed or promotional matter where such term is used solely to specify that particular property is located at The Courtyard and the Association shall be entitled to use the word "The Courtyard" in its name.
- h. The special Declarant rights contained herein shall not terminate until the earlier of:
(a) the date Declarant sells its last Lot within the Property; or (b) Recording by Declarant, in the sole discretion of the Declarant, of a written statement terminating such rights.

EXECUTED the day and year first above written.

Declarant: ERC Land Development Group, L.L.C., an Arkansas limited liability company

By: 
Rob Coleman, duly authorized representative

ACKNOWLEDGEMENT

STATE OF OKLAHOMA |
 |
COUNTY OF OKLAHOMA |

The foregoing instrument was acknowledged before me this 20 day of February, 2008 by Rob Coleman as duly authorized representative of the Declarant, by and on behalf of the Declarant.

My Commission Expires:
My Commission Number:

[Handwritten Signature]

Notary Public



WJ
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