

DECLARATION OF COVENANTS, CONDITIONS AND BYLAWS

THIS DECLARATION dated the 5th day of February, 2004, by the undersigned, each being the owner of the lots opposite their signature hereinafter shown (the "Declarant")

RECITALS

A) Declarant owns a tract of land located in McClain County, State of Oklahoma. The tract (hereinafter called the "Property") consists of all of the land described as follows, to-wit:

A tract of land being part of the NW/4 of Section 8, Township 8 North, Range 3 West of the Indian Meridian McClain County, Oklahoma, and more particularly described as follows:

Commencing at the SW corner of said NW/4; thence N89°38'59"E along the South line of said NW/4 a distance of 793.90 feet; thence N00°16'11"W a distance of 50.00 feet to the Point of Beginning; thence continuing N00°16'11"W a distance of 610.04 feet; thence S89°38'48"W a distance of 130.00 feet; thence N00°16'11"W a distance of 660.03 feet; thence N89°38'37"E a distance of 504.20 feet; thence S11°33'26"W a distance of 195.38 feet; thence N89°38'48"E a distance of 150.00 feet; thence S21°24'34"E a distance of 128.59 feet; thence N89°38'46"E a distance of 38.80 feet; thence S00°15'24"E a distance of 148.88 feet; thence S89°38'48"W a distance of 35.25 feet; thence S00°15'24"E a distance of 200.00 feet; thence S89°38'48"W a distance of 484.00 feet; thence S00°16'11"E a distance of 610.04 feet; thence S89°38'59"W a distance of 50.00 feet to the Point of Beginning which has been platted into Remington Place Estates I.

B) Whereas the plot of said addition shall contain, roadways, streets, and easements "common areas" intended for ingress, egress and use and enjoyment of the owners of the various lots of said addition, which common areas are private and not dedicated to the public, and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in such community and for the maintenance and improvement of said Easements described above, and road thereon, and other facilities now existing or hereafter erected on the said Easements, and to this end, desires to subject the Existing Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, herein sometimes collectively referred to as the "covenants and restrictions," each and all of which are for the benefit of such property and each owner thereof, and,

WHEREAS, Declarant has deemed it desirable, for the foregoing purposes, to create an agency to which should be delegated and assigned the powers of maintaining and administering

the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created, and,

WHEREAS, Declarant has therefore incorporated under the laws of the State of Oklahoma, as a non-profit corporation, Remington Place Homeowners Association, for the purpose of exercising the functions aforesaid;

AND DECLARANT FURTHER DECLARES that the Existing Property is, and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth, which shall run with such real property and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof and such owner's heirs, devisees, personal representatives, trustees, successors, and assigns, such covenants and restrictions being hereby imposed upon such real property and every part thereof as a servitude in favor of each and every other party thereof as the dominant tenement.

C) Now therefore the undersigned do hereby grant and convey the easements for roadway and utility purposes and other common areas over, upon, and across the land set forth in the PLAY OF REMINGTON PLACE ESTATES I, TO NEWCASTLE, OKLAHOMA, filed in Plat Cabinet 3 at Page 34 for the use and benefit and as a means of ingress and egress for all owners of land bordering and adjacent thereto. It is specifically 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 or state employees shall have the right of ingress and egress over, upon and across said common areas and that the same shall be kept open and free from obstructions at all times

D) Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth below

ARTICLE I

DEFINITIONS

a) "Common Areas" means those areas of land, designated on the recorded subdivision plat of the property as roadway, street, utility, or otherwise intended to be owned by the association devoted to the common use and enjoyment for the members of the association.

b) "Articles" shall mean the duly adopted Articles of Incorporation for Remington Place Homeowners Association, an Oklahoma Non-profit Corporation, as filed with the Oklahoma Secretary of State's office, as the same may be amended from time to time

c) "Association" means the Remington Place Homeowners Association

d) "Bylaws" shall mean the duly adopted Bylaws of the Association, as the same may be amended, changed or modified from time to time

e) "Board of Directors" or "Board" shall mean the Board of Directors of the Association as selected pursuant to the provisions of the Bylaws

f) "Common Area" means those areas of land, designated on the recorded subdivision plat of the property as roadway, street, utility, or otherwise, intended to be owned by the association devoted to the common use and enjoyment for the members of the association

g) "Common Expenses" shall mean the following:

(i) Expenses of administration, maintenance, repair or replacement of the Common Areas to the extent such expenses are to be borne by the Association under the terms of this Declaration;

(ii) Expenses agreed upon as common by all Lot Owners acting through the Association; and

(iii) Expenses declared common by the provisions of the Declaration or by the Bylaws in force as of date hereof or as they may later be amended

h) "Declarant" means each person who signs this document, and Declarant's successors and assigns.

i) "Declaration" means this instrument, by which the Property is submitted to the provisions of 60 O.S. 850-856, together with such amendments to this instrument as may hereafter from time to time be lawfully made

j) "Lot Owner" or "Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple or perpetually renewable leasehold title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their or their ownership of the Lot. The term "Lot

Owner" or "Owner", shall not mean any contract purchaser, nor shall it include any mortgage or other person or legal entity holding an interest in a Lot as security for the performance of an obligation.

k) "Majority of Lot Owners" mean the owners of more than fifty percent (50%) of the Lots. Any specified percentage of Lot Owners means such percentage in the aggregate of such ownership of Lots

l) "Person" means an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

m) "Property" means all of the land described under Paragraph "A" above and such additional land as may be subject to this Declaration under the provisions of Article II below.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

AND ADDITIONS THERETO

SECTION 1

2) Declarant hereby declares that all the Property is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, covenants, conditions, restrictions, reservations, liens and charges, all of which are hereby declared and established and agreed to be in furtherance of a general plan and scheme for the sale of Lots, pursuant to the provisions of GO O.S. 850-856, and all of which are declared and established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. All of said limitations, covenants, conditions, reservations, liens, charges, and restrictions are hereby established and imposed upon the Property for the benefit thereof and for the benefit of each and every individual Lot comprising a part thereof and of each ownership of one or more Lots, now or in the future, and the owners of any interest of any kind or character in Lots, the Property, or any portion thereof.

All of said limitations, liens, covenants, conditions, reservations, charges, and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any Lot, the Property or any part thereof, whether as sole owner, joint owner, lessee, tenant, occupant, successor, trustee, assigns or otherwise.

SECTION 2

2.1 Additional Land may be subjected to this Declaration in the following manner:

(a) The area of the Property subject to this Declaration may be increased by recording supplements to this Declaration, which need only be signed by Declarant, the owner of the additional land described in the supplement and the holder of any mortgage or similar lien thereon, stating that the additional land shall be subject to this Declaration. No other land in the vicinity of the Property shall be subject to the Declaration unless the provisions of this Paragraph 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 in this Paragraph, or;

(b) Upon the written approval of the Association after the Association has attained the assent of the holders of two-thirds of the votes of each class of members present in person or by proxy at the meeting at which the vote is taken, the owner of any land who desires to subject it to the operation and effect of this Declaration may do so by recording in the office of the County Clerk of McClain County, Oklahoma, a supplement to this Declaration describing the additional land and stating that it is subject to this Declaration.

(c) The invalidity of any of the provisions of this Declaration shall not affect any of the other provisions, all of which shall remain in full force and effect.

Any such Supplement to this Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained herein as may be necessary to reflect the different character, if any, of the Additional Land, provided they are not inconsistent with this Declaration revoke, modify or add to the covenants, conditions, and restrictions established by this Declaration insofar as they pertain to the Property as the same exists prior to the supplement.

2.2 Following any annexation as hereinafter described, the Additional Land shall be subject to all limitations, covenants, conditions, restrictions, reservations, liens and charges contained herein with the same effect as though the Additional Land were a part of the Property as of the date and initial recording hereof. In no event shall the supplemental declaration modify the limitations, covenants, conditions, restrictions, reservations, liens and charges as contained in this Declaration with respect to the existing Property. After any such annexation, each Lot

Owner shall be a member of and shall be entitled to representation in the Association in proportion to the undivided interest in the Common Areas which then appertains to such Owner's Lot

2.3 In the event the Additional Land is annexed and made subject to the provisions of this Declaration, in accordance with the provisions of this Article II, the proportionate interest of each Lot Owner in the Common Areas shall be revised. The proportionate interest of each Lot Owner shall be a percentage determined by dividing the numeral one by the total number of Lots in the Property and the Additional Land then existing and subject to the Declaration and any recorded supplement hereto

ARTICLE III

PROPERTY RIGHTS IN THE EASEMENTS AREAS

Section 3.1 Members' Easements of Enjoyment. Subject to the provisions of Section 3.3, every Member shall have a right and easement of enjoyment in and to the Easement Areas which shall be appurtenant to and shall pass with the title to every Lot

Section 3.2 Title to Open Space and Private Access Easement Areas. Title to all Private Access Easement Areas shall remain in the owners of the Lots on which the Private Access Easement Areas are located, subject to the easement rights contained herein. Declarant may retain the legal title to the Open Space or any part thereof until such time as the Declarant has sold all lots owned by it. At such time Declarant shall convey the Open Space to the Association free and clear of all liens and encumbrances, except easements and mineral conveyances of record.

Section 3.3 Limitations Upon Owners' Easements. The rights and easement of enjoyment created hereby shall be subject to the following:

3.3.1 The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Open Space and Private Access Easement Areas and in aid thereof to mortgage the Open Space, provided, however, any such mortgage shall provide that in the event of a default, the mortgagee's rights thereunder as to the Open Space shall be limited to a right,

after taking possession thereof, and without changing the character thereof to charge admission and other fees as a condition to continued enjoyment by the Members until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored

3.3.2 Except as provided in Section 3.3.1 above, the right of the Association to take such steps as are reasonably necessary to protect the Open Space against foreclosure, and

3.3.3 The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its published Rules, and,

3.3.4 The right of the owner of the legal title to the common areas and Trail Easement Areas to convey to any public agency, authority, or utility, easements for drainage or underground utility purposes across any part of the areas, provided that the proposed design and location of each such drainage and underground utility facility be first submitted in writing to and approved by the Architectural Committee and further provided that the Architectural Committee's approval shall be in writing, and may be qualified upon the satisfaction of specified conditions, but further provided that in the event the Architectural Committee fails to approve or disapprove such design and location with thirty (30) days after said plans have been submitted to it, or in any case, if no suit to enjoin the construction of the proposed facility has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed satisfied, and,

3.3.5 The right of the Association to dedicate or convey the Open Space to which it has acquired legal title to any Public agency, authority, or utility for such

purposes other than those specified in Section 3.3.4 above, and subject to such conditions as may be agreed to by the Members, provided that no such dedication or conveyance by the Association shall be effective unless approved by the affirmative vote in person or by written proxy of two-thirds (2/3) of all Members, and unless written notice of the proposed dedication or conveyance and of the meeting at which approval therefor will be sought is sent to every Member at least thirty (30) days in advance of such meeting.

Section 3.4 Delegation of Use. Any Owner, in accordance with the By-Laws, may delegate his right of enjoyment of the Open Space and Private Access Easement Areas to the members of his family, his tenants or contract purchasers, who reside on such Owner's Lot

ARTICLE IV
ARCHITECTURAL CONTROL

Section 4.1 Review of Plans. No residence, home, building, fence, well, walk, driveway or other structure or improvements, including landscaping retaining walls or other structures to be used for control of erosion and exterior lighting fixtures, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, color, heights, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the "Architectural Committee" which shall, as used herein, mean either (a) the Declarant so long as the Declarant is an Owner, or (b) thereafter, the Board or a committee composed of two (2) or more representatives appointed by the Board. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any case. If no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully satisfied.

Section 4.2 Fees. No fee shall ever be charged by the Architectural Committee or by the Association for the review specified in Section 4.1 or for any waiver or consent provided for herein

Section 4.3 Proceeding with Work. Upon receipt of approval as provided in Section 4.1, whether in writing or automatically by lapse of time, the Owner shall, as soon as is practicable, satisfy all conditions of such approval, if any, and proceed with the approved work. Unless such work commences within six months from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all the provisions of Section 4.1. Said work shall be completed within two (2) years after a purchase of any lot within the subdivision

Section 4.4 Liability of Committee. Neither the Architectural Committee, nor any member, employee, nor agent thereof, shall be liable to anyone submitting plans for approval, or to any other party by reason of mistake in judgment, negligence, or non-feasance

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1

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

SECTION 2

5.2. The Association shall have two classes of voting membership:

5.2.1. Class A Except for Declarant (which shall initially be a Class B member), the Class A members shall be all of the Owners of the Lots. Each Class A member shall be entitled to one (1) vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

5.2.2. Class B The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes per Lot for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

5.2.3. The vote of any Class A member comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in this

document, or as the several constituents may determine, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them

5 2 4. The Class B membership in the Association shall cease and be converted to Class A membership in the Association on the twentieth (20th) anniversary of the date of this Declaration or at such earlier time as the total number of votes entitled to be cast by Class A members of the association equals or exceeds the total number of votes entitled to be cast by the Class B member of the Association. Provided, however, the Class B Membership shall be revived (and Declarant shall again be entitled to three votes for each Lot owned by Declarant) during any periods of time occurring before the twentieth (20th) anniversary of the date of the Declaration, when by reason of the annexation of Additional Land as a part of the Property additional Lots owned by Declarant exist which, when added to the other Lots then owned by Declarant, would result in Declarant having more than 50% of the votes of the Association were Declarant to have three (3) votes for each Lot owned by Declarant

ARTICLE VI

COMMON AREAS

SECTION 1

6 1 1. Declarant shall grant and convey to the Association, and the latter shall take and accept from the Company, the Common Areas shown on the subdivision plat which is subject to this Declaration, not later than the date the first Lot shown on the subdivision plat which is improved by a welling is conveyed to an Owner. At the time of the conveyance the Common Areas shall be free of any mortgages, judgment liens or similar liens or encumbrances.

6 1 2. The Association shall hold the Common Areas conveyed to it subject to the following:

a) The reservation, to Declarant, of the beds, in fee, of all streets, avenues and public highways shown on the subdivision plat which includes the Common Area so conveyed.

b) The reservation to Declarant, of the right to lay, install, construct and maintain, on, over, under or in those strips across land designated on the subdivision plat, as " Drainage and Utility Easement", "Sewer Easement", "Drainage and Sewer Easement", "Open Space", and " Area Reserved for Future Road", or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines and other

facilitates for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon any Common Area for such purposes and making openings and excavations therein.

c) The reservation to Declarant of the right to enter upon any Common Area conveyed to the Association for the purpose of construction or completing the construction of improvements and the landscaping of the Common Area.

d) The reservation to Declarant of the right to continue to use and maintain any storm water management ponds and any sediment control ponds or facilities located on any Common Area conveyed to the Association

SECTION 2

6 2.1 The Common Areas conveyed to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained on any Common Area except: (i) structures or improvements designed exclusively for community use, including, without limiting the generality of the foregoing, shelter, benches, chairs or other seating facilities, fences and walls, walkways, roadways, playground equipment, swimming pools and tennis courts, and (ii) drainage, storm water and utility systems and structures. The Common Areas may be graded, and trees, shrubs or other plants may be placed and maintained thereon for the use, comfort and enjoyment of the Owners, or the establishment, retention or preservation of the natural growth or topography of the Common Areas, or for aesthetic reasons.

6 2.2 No portion of any Common Area may be used exclusively by any Owner for personal gardens, storage facilities or other private uses without the prior written approval of the Association.

SECTION 3

6 3.1 No noxious or offensive activity shall be carried on upon any Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

6.3.2 No drilling or puncturing the surface for oil, gas or other minerals or hydrocarbons on the Property (including any Lot or any Common Area) shall be permitted

6.3.3 The storage of trash, ashes or other refuse except in normal receptacles is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain on any Lot or any Common Area.

SECTION 4

6.4.1 The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense.

6.4.2. The Lot Owners and each of them, together with all parties bound by this Declaration, covenant and agree that the administration of the Common Areas shall be in accordance with the provisions of this Declaration, the Articles, the Bylaws, and such rules and regulations as may be adopted by the Board, and the amendments, changes and modifications thereto as may come into effect from time to time. In the event of any inconsistency between the provisions of this Declaration and the provisions of the Articles, the Bylaws, or rules and regulations, the provisions of this Declaration shall prevail.

6.4.3 The Association shall have the following powers and duties:

(a) The Association shall acquire and pay out of the assessments levied and collected in accordance herewith, for all development, maintenance, gardening service, refuse collection, and other necessary expenditures relating to the Common Areas.

(b) Except as otherwise provided herein, the Association shall maintain or cause the Common Elements and the landscaping, improvements, facilities, and structures thereof to be maintained and kept in a good state of repair, and acquire for the Association and pay from assessments for such services, equipment, maintenance, and repair as it may determine are necessary in order to keep and at all times maintain the Common Areas and the landscaping, improvements, and facilities thereon in a good and sanitary state of condition and repair.

(c) Except as to the taxes, levies or assessments, levied separately against an individual Lot and/or the Owner thereof, the Association shall pay all taxes, real and personal, and assessments, bonds and levies which are or would become a lien on the Common Areas.

(d) The Association, at any time, and from time to time, may establish, in accordance with the Bylaws, such uniform rules and regulations as the Association may deem reasonable in connection with the use, occupancy and maintenance of the Common Areas by Lot Owners, their guests, invitee and licensees, and the conduct of such persons with respect to vehicles, parking, bicycle use, use and parking of trucks and vans, facilities constructed on the Common Areas and other activities which, if not so regulated, might detract from the appearance of the Common Areas or be offensive to or cause inconvenience, noise or damage to persons residing in the Property or visiting the Common Areas. The Association shall send a copy of such rules and regulations, together with amendments and additions thereto, to each Lot Owner upon receiving written notice of his status as an Owner.

(e) The Association may contract for a security service, and cause such service to be maintained as a common expense, provided that the decision to provide for a security service be at the sole option and discretion of the Association and the Association shall have no obligation to provide such a system.

SECTION 5

6.5.1. The Board shall keep or cause to be kept records with detailed accounts of the receipts and expenditures affecting the Common Areas, and its administration and specifying the maintenance and repair expenses of the Common Areas and any other expenses incurred by or on behalf of the Association. The records so kept shall be available for inspection at convenient hours on working days by all Owners and mortgagees, and representatives of the Federal Housing Administration and Veterans Administration.

6.5.2. All records shall be kept in accordance with generally accepted accounting principles.

SECTION 6

6.6.1. The right of each Owner to use the Common Areas shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and Declarant, or either of them, their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation.

6.6.2. The Association and Declarant shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner. Further, each Lot Owner shall be entitled to enforce the provisions of this Declaration to the extent authorized and permitted by 60 O.S. 856.

ARTICLE VII

PROPERTY RIGHTS IN THE COMMON AREAS

SECTION 1

7.1.1. Declarant shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions herein set forth, which are imposed upon the Lots for the benefit of Declarant, the Association and the Owners, and their respective personal representatives, successors and assigns, to the end and intent that each Owner shall hold his Lot subject to the following provisions:

7.1.2. Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to the Lot. The right to the use and enjoyment of all Common Areas shall be subject: (i) the right of the Association to charge reasonable admission and other fees for use of facilities within the Common Areas; and (ii) the right of the Association to suspend the voting rights and rights to use the Common Areas by an Owner (a) for any period in which any assessment against his Lot remains unpaid, or (b) for a

period not to exceed 90 days for any infraction of published rules and regulations of the Association.

7.1.3 In furtherance of the foregoing, each Lot Owner shall have a non-exclusive easement of access to, use and enjoyment of, and ingress and egress through, the Common Areas, and such easements shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) Such easements shall be subject to the right conferred by this Declaration of the Board to establish uniform rules and regulations concerning the use of the Common Areas

(b) Such easements shall extend to and include both the Property and the Additional Land, together with the respective Common Areas, upon the occurrence of expansion as provided in Article II hereof as though the Property and Additional Land were both originally subject to the provisions of this Declaration

7.1.4. Any damage to any Common Areas which is caused by the negligent act or the willful misconduct of any Lot Owner may be repaired by the Association but, in such event, the Association shall be entitled to reimbursement from the Lot Owner responsible for such damage.

7.1.5 Subject to the provisions of Article II hereof each Unit Owner's undivided interest in the Common Areas shall have a permanent character. Such interest shall not be separated from the Lot to which it is appurtenant and shall be deemed to be conveyed or encumbered with the Lot even though such interest is not expressly mentioned or described in the deed or other instrument of conveyance. The Common Areas shall remain undivided and no Lot Owner or any other person shall bring any action for partition.

SECTION 2

7.2.1. Any Owner may delegate, in accordance with the Bylaws of the Association, his right to the use and enjoyment of the Common Areas, and any facilities thereon, to the members of his family, his tenants, or to contract purchasers who reside on his Lot

7.2.2 A Lot Owner may not waive or otherwise escape liability for the assessments provided for by this Declaration or otherwise duly and properly levied by the Board, by non-use of the Common Areas and the facilities thereon or any part thereof, or by abandonment of his Lot

SECTION 3

7.3.1 Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as these rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Areas.

7.3.2 Failure or refusal by an Owner after written notice to comply with any of the rules, regulations and restrictions shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Board of Directors in the name of the Association on behalf of the Owner or, in a proper case, by an aggrieved Owner.

SECTION 4

7.4.1 The rights, privileges and easements of the Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Association.

7.4.2 No such dedication or transfer shall be effective unless approved by a two-thirds (2/3rds) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

ARTICLE VIII

COVENANT FOR ASSESSMENT

SECTION 1

8.1.1. Declarant, for each Lot owned by Declarant within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association a pro rata share of (1) annual assessments or

charges; and (ii) special assessments or charges for capital improvements, such annual and special assessments and charges to be established and collected as hereinafter provided.

8 1 2 The annual and special assessments or charges, together with interest at the rate of 12% per annum accruing from their due date until payment is made, and the costs of collection thereof and reasonable attorney's fees, shall be a charge on, and continuing lien upon each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of 12% per annum accruing as aforesaid, and costs and reasonable attorney's fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner of the Lot. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorney's fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

8 1 3 The assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents of the Property, and in particular for the improvement, operation and maintenance of the Common Areas, including, but not limited to, the payment of taxes (except to the extent that proportionate shares of such public charges and assessments on the Common Areas may be levied against all Lots on the Property by the tax collecting authority so that the same are payable directly by the Owners thereof, in the same manner as real property taxes assessed or assessable against the Lots) and insurance thereon.

SECTION 2

8 2 1. Until December 31st of the year in which the first Common Area is conveyed to the Association shall be \$50 00 per Lot, which shall be the maximum annual assessment for that year. Thereafter, the maximum permissible annual assessment shall increase each year by 10% of the maximum permissible annual assessment for the previous year without the necessity of a vote of the membership of the Association. The maximum permissible annual assessment may be increased above the 10% limitation specified in the preceding sentence only by a Majority of Lot Owners of each class of members of the Association, voting in person or by proxy, at a meeting called for such purpose.

8.2.2 The Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum permissible annual assessment applicable to that year without the necessity of a vote of the membership of the Association

8.2.3 Common areas and all properties owned by Declarant, all properties dedicated to and accepted by a local Public authority and devoted to Public use, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Oklahoma shall be exempt from the assessments created herein, provided, however, that no land or improvements devoted to dwelling use shall be exempt from such assessments

SECTION 3

8.3.1 In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on any Common Area, including fixtures and personal property related thereto, provided that such assessment shall first be approved by a Majority of Lot Owners of each class of the members of the Association, voting in person or by proxy at a meeting called for such purpose

SECTION 4

8.4.1 Except as provided in Section 2 of this Article, and in Section 6 of this Article, annual assessments must be fixed at a uniform rate for all Lots

SECTION 5

8.5.1. Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 2 or 3 of this Article shall be sent to all members not less than 10 days, nor more than 20 days, in advance of the meeting.

8.5.2. At the first meeting, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than 10 days following the preceding meeting

SECTION 6

8.6.1 The annual assessments shall commence on the first day of the month following the first conveyance of a Common Area to the Association. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement. The amount of the assessment for the first year shall be an amount which bears the same relationship to the annual assessment provided for in the first sentence of Section 2 of this Article as the remaining number of months in that year bear to twelve. The same reduction in the amount of the annual assessment shall apply to the first assessment levied against any property which is hereafter added to the Property at a time other than the beginning of any calendar year.

8.6.2 The annual assessments for any year after the first year shall be on a calendar year basis and become due and payable on the first day of January of that year.

8.6.3 The due date under any special assessment under Section 3 shall be fixed in the resolution authorizing the special assessment; however, such due date shall be at least 30 days after the date of such resolution.

SECTION 7

8.7.1 The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each Lot for each assessment period at least one (1) month in advance of the due date for the payment thereof and shall, at that time, prepare a roster of the Lots and assessments applicable thereto. Such roster shall be kept in the office of the Association and shall be open to inspection by any Owner.

8.7.2. If an annual or special assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of 18% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment. In any such proceeding, there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court together with the costs of the action. Each Owner of a Lot shall by accepting title thereto be deemed to have assented to proceedings for the foreclosure of any lien upon his Lot (including a

foreclosure by power of sale pursuant to the Oklahoma Power of Sale Mortgage Foreclosure Act) which results from his failure to pay an assessment on the due date thereof.

SECTION 8

8.8.1 The lien of the assessments provided for herein shall be subordinate to any mortgage or deed of trust hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

8.8.2 In the event a mortgage on a Lot should provide that a default in the payment of an assessment shall be an event of default in such mortgage and, if required by the mortgage by written notice to the Association, the Board of Directors shall give notice of any default in payment of an assessment to the mortgagee.

8.8.3 To evidence the lien for unpaid assessments, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and description of Lot. Such notice shall be signed by the President or a Vice-President of the Association, and shall be duly attested and acknowledged, and shall be recorded in the office of the County Clerk of McClain County, Oklahoma. Such lien for the Common Areas shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosing of the defaulting Owner's Lot subsequent to the recording of a notice of claim thereof by the Association in like manner as a mortgage on real property. The Owner of the Lot being foreclosed shall be required to pay to the Association the monthly assessment for the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid assessment payable with respect to such Lot, and such payment shall not be deemed a waiver by the Association of default by the Lot Owner.

8.8.4 Upon the sale or conveyance of a Lot, all unpaid assessments against the seller-owner for his pro rata share of the Common Expenses, including interest and costs and reasonable attorney's fees incurred in collection, shall be first paid out of the sales price or by the purchaser in preference to any other assessments or charges of whatever nature, except the following:

- (a) Assessments, liens and charges for ad valorem taxes past due and unpaid on the Lot;
- (b) Judgments entered in a court of record prior to the date of Common Expense assessment;
- (c) Mortgage instruments of encumbrance duly recorded prior to the date of such assessment;
- (d) Mechanic's and Materialmen's liens arising from labor performed or materials furnished upon a Lot prior to the date of such assessment;
- (e) Mechanic's and Materialmen's liens for labor performed or material furnished upon the Common Areas to the extent of the proportionate part chargeable to the Lot Owners which constitute a part of an assessment charge for Common Expenses, satisfaction of which shall discharge the assessment to the extent of the payment made.

ARTICLE IX

REPAIR AND MAINTENANCE OF LOTS

9.1.1 The owner of each Lot shall keep the Lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded and mowed, shrubbery trimmed and painted exterior surfaces repainted, all in a manner and with such frequency as is consistent with good property management.

9.1.2 In the event the Owner of a Lot shall fail to maintain the Lot and the buildings and other improvements thereon as provided herein, the Association, after notice to the Owner and with the approval of the Board of Directors, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be in accordance with Article VI of this Declaration.

ARTICLE X

GENERAL PROVISIONS

SECTION 1

10.1. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect

SECTION 2

10.1.2 The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 20 years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of 60% of the Lots stating that this Declaration shall expire at the end of the then current term.

10.2.2 This Declaration may be amended during the first 20 year period by an instrument signed by the Owners of not less than 60% of the Lots, and thereafter by an instrument signed by the Owners of not less than 60% of the Lots Any amendment must be recorded in the office of the County Clerk of McClain County, Oklahoma

SECTION 3

10.3.1. Anything set forth in Section 2 of this Article to the contrary notwithstanding, Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented However, this unilateral right, power and authority of Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the Property or any parts thereof or any Lots thereon for federally approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

1033 Each Owner shall register in writing his mailing address with the Association, and notice or demands intended to be served upon an Owner shall be sent by certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or to the Association shall be sent certified mail, with postage prepaid, Daniel Remington, P O Box 722217, Norman, Oklahoma 73070, or at such other address of which the Board may be furnished from time to time or served in person upon the service agent of the Association, Daniel Remington, P. O. Box 722217, Norman, Oklahoma 73070

EXECUTED the day hereinabove first written

DECLARANT:

Owner of all Lots and Blocks in Remington Place Estates I
Remington Renovations, Inc
An Oklahoma Corporation

By: Daniel Remington
Daniel Remington, President

STATE OF OKLAHOMA } 63
McCLAIN COUNTY }
Filed for record on this
6th day of Feb 2004
at 8 o'clock a.m. Recorded by
Book 1691 on page 215
Dee Stewart,
Leta Winters, County Clerk
Dee Stewart, Deputy

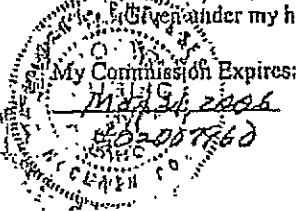
Daniel Remington



ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss
COUNTY OF McCLAIN)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 5th day of February, 2004, personally appeared Daniel Remington, 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 act and deed, and as the free and voluntary act and deed of such corporation, for uses and purposes therein set forth and given under my hand and seal the day and year last above written



Dee Stewart
Notary Public