

DECLARATION OF COVENANTS AND RESTRICTIONS
HUNTERS BEND

THIS DECLARATION made this 28th day of January, 1994, by SELECT HOMESITES, INC., an Oklahoma corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of:

Lots 1 thru 14, Block 1; Lots 1 thru 10, Block 2; Lots 1 thru 16, Block 3; Lots 1 thru 5, Block 4; Lots 1 thru 15, Block 5; Lots 1 and 2, Block 6; Lots 1 thru 7, Block 7; Lots 1 and 2, Block 8 and Lots 1 thru 16, Block 9 (single family lots)

and

Reserve "A" and Reserve "C" (entry features)

and

Reserve "B" (storm water detention area)

All the above described single family lots and Reserve "A", Reserve "B", and Reserve "C" being located within Hunters Bend, an Addition to the City of Tulsa, County of Tulsa, Oklahoma, recorded as Plat No. 4971 in the records of the County Clerk of Tulsa County, Oklahoma (hereinafter referred to as "Hunters Bend" or as the "Property").

WHEREAS, Declarant intends that Hunters Bend shall be held, sold, and conveyed subject to covenants and restrictions as hereinafter set forth.

THEREFORE, Declarant hereby declares that Hunters Bend shall be held, sold and conveyed subject to the following covenants and restrictions, which are for the purpose of protecting the value and desirability of the single family lots within Hunters Bend, and

which shall be covenants running with the land, and shall be binding on all persons having any right, title or interest in the properties comprising Hunters Bend, their heirs, successors and assigns, and shall inure to the benefit of each owner of a single family lot as above described.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Hunters Bend Homeowners' Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, as hereinafter defined, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. "Properties" or "Hunters Bend" shall mean and refer to the real property above described, and such annexations and additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned or maintained by the Association for the common use and enjoyment of the Owners, and shall include but shall not be limited to the following:

Reserve "A", Reserve "B" and Reserve "C" and the perimeter fencing easements heretofore established within the Certificate of Dedication of the recorded plat of Hunters Bend.

Section 5. "Lot" shall mean and refer to any single family lot shown upon the recorded subdivision plat of Hunters Bend, and any single family lot shown upon a recorded subdivision plat of any property hereafter annexed within the jurisdiction of the Association.

Section 6. "Declarant" shall mean and refer to Select Homesites, Inc., its successors and assigns, if such successors or assigns should acquire all of the lots within Hunters Bend then owned by Select Homesites, Inc., and the lots so acquired exceed ten (10) in number.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable fees for the use of any facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association. A dedication or transfer of Common Area by the

Association shall require the assent of two-thirds (2/3rds) of each class of members.

Section 2. Delegation of Use. The owner of a Lot may delegate, in accordance with the adopted By-Laws of the Association, his right of use and enjoyment of the Common Area to the members of his family, his tenants, or contract purchasers who reside on the Lot.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. 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 2. 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 a Lot, all such persons shall be members, and the vote for the Lot shall be exercised as they among themselves determine, but only one vote shall be cast for the Lot.

Class B. The Class B member(s) shall be the Declarant, and shall be entitled to four 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 first:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on August 1, 1995.

ARTICLE IV
COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant for each Lot owned within Hunters Bend, hereby covenants, and each Owner of a Lot within Hunters Bend by acceptance of a deed therefor, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay to the Association:

- (a) annual maintenance assessments, which may include a reserve for future repair and replacement of capital improvements
- (b) special assessments for capital improvements

the above assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which the assessment is made. Each assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment became due. The personal

obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.


Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare and quality of life of the residents in Hunters Bend and for the improvement and maintenance of the Common Area including the improvement and maintenance of the stormwater detention facility located within Reserve "B" and the facilities thereon situated.

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be Two Hundred Dollars (\$200.00) per Lot; provided, however, the Board of Directors may increase each year, subsequent to the initial assessment year, the maximum assessment by the percentage increase, if any, of the Consumer Price Index occurring over the twelve (12) months ending sixty (60) days prior to the current assessment period, or five percent (5%), whichever is greater. "Consumer Price Index" shall mean the index published by the U.S. Department of Labor for the area including Tulsa, Oklahoma. Increases in the maximum annual assessment greater than those above provided for shall require the assent of two-thirds (2/3rds) of the eligible votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Assessments for Stormwater Detention. The Association shall have the authority to enter into contracts with other homeowners' associations pertaining to the sharing of the obligation of maintenance of the stormwater detention facility located within Reserve "B" which serves Hunters Bend and other residential subdivisions.

Section 5. Special Assessments for Capital Improvements. 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 capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized Under Sections 3, 4 and 5. Written notice of any meeting for the purpose of taking any action authorized under Section 3, 4, or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (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 60 days following the preceding meeting. In the event two-thirds (2/3rds) of the membership do not assent at the time of the meeting, members not present may within 30 days thereafter give assent by delivery of written assent to the Secretary of the Association, and such assents shall be deemed votes cast at the meeting.


Section 7. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for each Lot; provided, however, the first annual assessment for each Lot shall be adjusted based on the number of months remaining in the calendar year.

Section 8. Commencement of Annual Assessments. The annual assessments for each Lot shall commence on the 1st day of January, 1995, or on the first day of the month following occupancy of the dwelling located on the Lot, whichever event last occurs; provided, however, the assessments for each Lot shall commence not later than the 1st day of February, 1996. Notwithstanding the foregoing provisions, the Declarant may defer the initial commencement of assessments by the recording of an instrument establishing a deferred commencement date and setting forth the Declarant's assumption of the obligation and cost of maintenance of the Common Area until the deferred date of commencement of assessments.

Section 9. Establishment of the Amount of Assessment. The Board of Directors of the Association shall fix the amount of the first annual assessment at least 30 days prior to the commencement date, or at least 30 days prior to the expiration of a deferred commencement period, and shall fix the amount of subsequent assessments against each Lot at least 30 days in advance of each annual assessment period. The due dates for payment of the annual assessments shall be established by the Board of Directors, and the Board of Directors may provide for the payment of the annual assessments on a monthly basis, semi-annual basis, or annual basis. Written notice of the annual assessment and the due dates for payment shall be sent to each Owner. The omission or failure of the Board of Directors to timely fix the annual assessment or to give notice thereof shall not be deemed a waiver or release of any Owner from the obligation to pay the assessment when fixed, and notice thereof given.

Section 10. Certificate of Assessment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 11. Nonpayment of Assessments: Remedies of the Association. An assessment which is not paid when due shall be



delinquent and shall constitute a lien on the Lot against which the assessment is made. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest per annum as set by the Board of Directors from time to time, but not to exceed the maximum rate of interest allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against the property, or both, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot. Assessment liens shall continue for a period of one (1) year from the date of delinquency; provided that if, within such period, judicial proceedings shall have been instituted to enforce the lien in a court in Tulsa County, Oklahoma, having jurisdiction, then the lien shall continue until the termination of the judicial proceeding and the sale of such Lot pursuant to execution of judgment.

Section 12. Subordination of the Lien to Mortgages. 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; provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding 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 the Lot from the lien for assessments thereafter becoming due.

Section 13. Exempt Property. Properties dedicated to and accepted by a local public authority or conveyed to a public utility, and the Common Area, shall be exempt from assessments.

ARTICLE V
MERGERS, CONSOLIDATIONS, ANNEXATIONS

Section 1. Merger or consolidation or annexation of additional property shall require the assent of two-thirds (2/3rds) of each class of members.

Section 2. Merger or consolidation or annexation requiring assent of the members shall be considered at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. The presence of sixty percent (60%) of the membership required to assent shall constitute a quorum, but in the event two-thirds (2/3rds) of each class of members do not assent at the time of the meeting, members not present may within thirty (30) days thereafter deliver written assent to the Secretary of the Association, and such assents shall be deemed votes cast at the meeting in favor of merger, consolidation, or annexation, as the case may be.

Section 3. Upon satisfaction of the prerequisites for annexation of additional lands, the annexation shall be evidenced by notice of annexation executed by the owners of the annexed lands and filed of record in the office of the County Clerk of Tulsa County, Oklahoma. The notice shall describe the lands annexed and shall provide that the lands are subject to the covenants, conditions, and restrictions set forth in this Declaration.

ARTICLE VI
RESERVATION OF DECLARANT

Section 1. Common Area Easement. The Declarant herein reserves the right and easement to enter upon the Common Area and, at Declarant's cost, to construct, repair, and maintain improvements; provided, however, the right and easement above set forth shall terminate ninety (90) days subsequent to the commencement of assessments.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Conflicting Provisions. To the extent that this Declaration is in conflict with any provision of the Certificate of Dedication which accompanied the recorded plat of Hunters Bend, or amendment thereof, the provisions of this Declaration shall control.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all easements, restrictions, and covenants now or hereafter imposed

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by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. In any judicial action to enforce the covenants or restrictions established by the Declaration or amendments thereto, or to recover damages for the breach thereof, the prevailing party shall be entitled to receive his or its reasonable attorney fees and costs and expenses incurred in such action.

Section 3. Severability. Invalidation of any one of the provisions of this Declaration by judgment or court order shall not affect any other provisions which shall remain in full force and effect.


Section 4. Term and Amendment. The restrictions and covenants of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time, whether during or after the first twenty (20) year period by an instrument signed by the owners of more than fifty-one percent (51%) of the Lots. An instrument amending this Declaration shall be recorded in the real estate records of the Office of the County Clerk of Tulsa County, Oklahoma, and shall be effective from and after the date of recording.

IN WITNESS WHEREOF, Declarant has executed this instrument to be effective the date first above written.

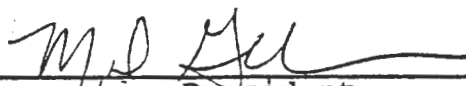
DECLARANT

SELECT HOMESITES, INC.
an Oklahoma corporation

ATTEST:



Secretary
(SEAL)

By 

Vice-President

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me this 28 day of January, 1994, by M. D. Gibson, as President (Vice) of Select Homesites, Inc., an Oklahoma corporation.



Notary Public

My commission expires:
June 4, 1996