

**OWNER'S RESTRICTIONS AND PROTECTIVE COVENANTS
(and notice to future buyers)
FENWICK SECTION 1**

A part of the South one-half of Section 32, T14N, R3W, I.M., Oklahoma County, Oklahoma;

(See paragraphs requiring mandatory membership in FENWICK HOMEOWNERS ASSOCIATION.)

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, FENWICK, L.L.C., does hereby clarify that it is the owner (also known as Declarants of and the only person or persons, corporation or corporations having any right, title or interest in and to the lands described as follows to wit:

Plat of FENWICK SECTION 1, A part of the South one-half of Section 32, T14N, R3W, I.M., Oklahoma County, Oklahoma;

It further certifies that it has caused said tract of land to be surveyed into blocks, lots, streets and avenues and have caused a plat to be made of said tract, showing dimensions of lots, setback lines, designating said tract of land as FENWICK SECTION 1 and hereby dedicates to public use all the streets and avenues within the addition and reserves for installation and maintenance of utilities and the utility easements as shown on the recorded plat of FENWICK SECTION 1.

For the purpose of providing an orderly development of the entire tract and for the further purpose of providing adequate restrictive covenants for the mutual benefit of themselves or their successors in title to the subdivision of said tract, hereby imposes the following restrictions and reservations to which it shall be incumbent upon their successors to adhere.

1. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than on detached single-family dwelling not to exceed two (2) stories in height and a private garage for not less than two (2) and not more than four (4) automobiles and other outbuildings incidental to residential use of the plat, except lots owned or to be owned by FENWICK HOMEOWNERS ASSOCIATION may be used for community structures and community purposes. Any incidental outbuildings shall be brick veneer with the same brick as the main building, at the option of the building committee, and shall be approved as to design and locations by the building committee.

2. No building shall be erected or altered in this subdivision until the building plans, specifications, including roofing and plot plan showing the location of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and in conformity with the building committee's design philosophy and as to location of the building with respect to topography and finished grade elevation by a building committee, composed of Bud Bartley, Cheryl Fincher, and Sherry Loux or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee the remaining member or members shall have full authority to designate a successor. In the event said committee or its designated representative fails to approve or disapprove within thirty (30) days after said plans and specifications have been submitted to it or in any event if no suit to enjoin the constructions has been commenced prior to the completion of construction of said plans, approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

No main residential building shall ever be erected, placed or constructed on any lot or building site in this subdivision unless at least eighty percent (80%) of the first floor exterior walls thereof be of brick, brick veneer, stone or stone veneer or other material specifically approved by the building committee, provided however, that all windows or doors located in said exterior walls shall be excluded in the determination of the area of eighty percent (80%) of said exterior walls and further provided that where a gable-type roof is constructed and a part of the exterior walls are extended above the interior room ceiling line due to the construction of such gable-type roof, then that portion of such wall or walls extending above the interior room ceiling height may be constructed of wood material and also likewise excluded from the square foot area in determining what constitutes eighty percent (80%) of the exterior walls of said residential building.

3. The Declarants or the building committee composed of Bud Bartley, Cheryl Fincher and Sherry Loux is hereby granted the right to grant exceptions or waive any and all restrictions imposed by this document. Said waiver must be in writing and recorded of record to be a valid waiver. Any such waiver will be at the sole discretion of the Declarant or the building committee and any waiver shall not obligate the building committee to grant similar waivers in the future.

4. No business, trade or commercial activity shall be carried on upon any residential lot, unless transacted completely within the home itself and without disturbance to neighbors. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No mobile home, trailer, camper, boat, motor home, truck or like equipment may be parked, stored, kept, repaired or serviced on any lot between the building line and the front property line and on corner lots, the side building line and the street side property line for each lot as shown on the recorded plat of FENWICK SECTION 1. The intent of this covenant is to prohibit the parking or storage of any or all vehicles or equipment other than conventional passenger automobiles in operating condition, in the afore described areas of each lot.

5. No structure of a temporary character, trailer, basements, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No existing structure of any type may be moved onto any lot in this addition from another location.

6. All fencing materials and fencing locations shall be approved by the building committee. Lots that are adjacent to any common area or green belts will require special consideration and the building committee reserves the right to require see through fencing of a type and quality acceptable to the building committee on all fencing.

7. The ground floor living area of any single story home shall be not less than 2600 square feet without the approval of the building committee nor less than 2600 square feet total living area up and down for any home of more than one story without the approval of the building committee. No roofing material, valley or ridge shall be used on any structure located on any lot in FENWICK without the approval of the building committee.

8. Set backs from front and side building lines as shown on the plat are absolute minimum and the building committee shall require further set backs as they, in their sole discretion, determine as appropriate for the architectural and aesthetic harmony of the addition. All garage entrances shall be to the side or the rear of the building. (The building committee will grant exceptions to this requirement as they see fit to achieve their desired balance of front load and side load garages)

9. No skateboard ramps shall be allowed on any lot in FENWICK SECTION 1. No outside antennas shall extend beyond five feet of the roofline. No electric windmills shall be allowed on any lot in FENWICK SECTION 1 without approval of building committee.

10. All homes in FENWICK SECTION 1 are required to have sidewalks conforming to the City of Oklahoma City standards and consistent with the other sidewalks in the addition. The sidewalks are the responsibility of the home builder and not the Declarants and will be built before first occupancy of the home.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

12. No trash, ashes or other refuse may be thrown, placed or dumped on any vacant lot in FENWICK SECTION 1

13. The construction or maintenance of billboard or advertising boards or structures on any lot in FENWICK SECTION 1 is prohibited. This prohibition however, shall not affect signs or billboards advertising the rental or sale of such property provided that they do not exceed ten (10) square feet in size unless specific written consent for a larger size is obtained from the building committee previously set out in paragraph two (2) above.

14. No leaching cesspool shall ever be constructed and/or used on any lot or block in FENWICK SECTION 1.

15. All small drainage channels, emergency overflow and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority or utility company shall be the property owner's responsibility; and it shall be the responsibility of the owner to (a) 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 whether they be in easements or contained on the individual property owner's lot and (b) provide continuous maintenance of the improvements in the easements or of the channels or swales; except for the improvements for which a public authority, utility company or property owner's maintenance or Homeowners Association is responsible.

16. EASEMENT RESERVED. The Declarant reserves the right to locate, construct, erect and maintain or cause to be located, constructed erected and maintained in and on the areas indicated on the plat easements, sewer or other pipe lines, conduits, poles and wires and any other method of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground with the right of access at any time to the same for the purpose of repair and maintenance; that where easements are provided along the rear of the lot or lots, then in that event all sewer and other pipe lines, conduits, poles and wires may be installed under the streets throughout the addition where necessary to carry same across the street.

17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

18. If the parties hereto or any of them or their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

19. Invalidity of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

20. In order to provide for the preservation of the values and amenities of FENWICK SECTION 1 and for the maintenance, upkeep, improvements, assessments and administration of same and in order to create an entity and agency for such purposes and for the making, collection and enforcement of assessments and charges FENWICK, L.L.C. does hereby state as follows:

a) There will be incorporated under the laws of the State of Oklahoma a not-for-profit corporation to be known as FENWICK HOMEOWNERS ASSOCIATION for performing and exercising the purposes, functions and objectives hereof.

b) Every person or persons who become owners of a fee interest in and to a lot within the property described in Exhibit A attached shall automatically become a member of the Association, at such time as a home is constructed and first occupied as a residence and then henceforth permanently except that said membership requirement will only be operative if FENWICK, L.L.C. requires it in a restrictive covenant filed of record covering a property in question. Said restrictive covenant to be entirely at option of FENWICK, L.L.C. Such membership shall be appurtenant to and may not be separated from the ownership of such lot. All owners of any fee interest in and to the lots and property herein referred to in Exhibit "A" shall be subject to the Certificate of Incorporation, the duly enacted Bylaws of the Corporation and to the rules and regulations duly enacted by the Board of Directors of said Corporation (Corporation refers to FENWICK HOMEOWNERS ASSOCIATION) at such time as they become members of the Association after first occupancy of a completed residency as herein stated. Copies of the Certificate of Incorporation of said Homeowners Association shall hereafter be filed with the Secretary of State of the State of Oklahoma, reference being made thereto as if fully set forth herein. The attached Exhibit A defines an area larger than FENWICK SECTION 1 and the extended area defined therein shall encompass future additions to FENWICK, which shall have lots and homes which will eventually be members of FENWICK HOMEOWNERS ASSOCIATION at such time as the homes are built and first occupied. FENWICK, L.L.C. the developer of FENWICK SECTION 1, may also at its option acquire and develop additional lands in the vicinity of FENWICK SECTION 1 and plat and develop them and cause them to be eligible for membership in FENWICK HOMEOWNERS ASSOCIATION on the same terms and costs as the lands herein referred to in Exhibit "A". Membership eligibility for FENWICK HOMEOWNERS ASSOCIATION shall be an exclusive and continuous option right of FENWICK, L.L.C.

c) As mentioned and referenced herein, subject to the limitations herein contained, the Homeowners Association so organized may provide for assessments against the property pursuant to its rules and regulations and Bylaws and for the enforcement of same. The lien provided for said assessments shall be subordinate to the lien of any real estate mortgage or mortgages. Sale or transfer shall not affect the assessment lien. The properties dedicated to the public and common areas shall be exempt from said assessments.

d) The FENWICK HOMEOWNERS ASSOCIATION is responsible for the upkeep and maintenance of drainage apparatus located in common areas of FENWICK SECTION 1 and any other areas owned by the Association and is required to meet any and all requirements of the City of Oklahoma City or any other governmental authority whose jurisdiction the Homeowners Association shall be subject to. The FENWICK HOMEOWNERS ASSOCIATION is responsible for all common areas owned by the Association along with any improvements, which may be constructed thereon. The Declarant is under no obligation to convey any land to the Association or to improve any land of the Association in any way whatsoever. In the event Declarant does convey property and improvements to the association it will be the responsibility of the association to provide for the upkeep of the property and improvements and assessments will be accordingly required. Such items as a pool and recreation areas are under consideration by Declarant. FENWICK, L.L.C. may also at their discretion deed properties to the FENWICK HOMEOWNERS ASSOCIATION that are not a part of the plats and not in the South 1/2 of Section 32 for the purposes of detention or for other purposes. It shall be the responsibility of the FENWICK HOMEOWNERS ASSOCIATION to perform upkeep and maintenance on any detention ponds whether on site or off site per the requirements of the City of Oklahoma City.

Part of the land in Exhibit "A" shall at option of FENWICK, L.L.C. be platted into subdivisions that shall have private streets and restricted access. These subdivisions shall have a separate Homeowners Association, which shall be responsible for the private streets in the subdivision as well as other matters related to this particular subdivision. Homeowners who live in the above referenced subdivision shall belong to two Homeowners Associations (FENWICK HOMEOWNERS ASSOCIATION and the Association formed for the restricted access subdivision to manage its special needs as a restricted access subdivision) and have all of the rights, privileges and obligations that go with each Homeowners Association. Fenwick, L.L.C. will at their option deed property to each Homeowners Association as they see fit, which shall mean that some areas will be common areas for the restrictive access subdivision homeowners only and some common areas will be common areas for all members of the Fenwick Homeowners Association. Members of the restricted access subdivision shall be obligated to pay dues to both Homeowners Associations as per requirement of the Homeowners Associations.

The above mentioned restricted access subdivision may at option of FENWICK, L.L.C., the Declarants and developer, contain lots that are smaller than FENWICK Section 1 lots and contain homes which shall be smaller than the homes in FENWICK Section 1. In addition FENWICK, L.L.C. is requesting that the City of Oklahoma City approve a planned unit development for future sections of Fenwick that will allow variations from the standard single family ordinances. In addition other future lots in future sections of Fenwick shall be smaller than those lots in Section 1 and smaller houses will be built in future sections of FENWICK. FENWICK, L.L.C. may build an entrance structure and improve the border of FENWICK SECTION 1 along Western and NW 164th St.. However future sections of FENWICK may not have these types of improvements.

WITNESS our hands at Oklahoma City, Oklahoma, this 2nd day of August, 1996.

Signed by J.I. (Bud) Bartley, Cheryl Fincher and Sherry Loux, Members of FENWICK, L.L.C., an Oklahoma Limited Liability Company. Notarized by Linda Curry

EXHIBIT "A"
(metes and bounds legal description omitted)

**AMENDMENT AND SUPPLEMENT TO OWNER'S RESTRICTIONS
AND PROTECTIVE COVENANTS FENWICK SECTION 1**

A part of the south one half of Section 32, T14N, R3W, I.M., Oklahoma County, Oklahoma;

The undersigned, FENWICK, L.L.C., A Oklahoma Limited Liability Company (also known as Declarant) and J.& J. Custom Homes, Inc. (lot owner) do hereby certify they are the owners and only persons, firms, companies or corporations having any right, title or interest in and to the property described as FENWICK SECTION 1, A part of the south one half of Section 32, T14N, R3W, I.M., Oklahoma County, Oklahoma;

On August 7, 1996 in Book 6932 at Page 1634 of the records of Oklahoma County, Oklahoma, reference being made thereto, the Owner's Restrictions and Protective Covenants pertaining to the property described as FENWICK SECTION 1 were filed of record.

This is an amendment and supplement to said restrictions and protective covenants and, except as herein enlarged and amended, said original Owner s Restrictions and Protective Covenants, together with this Amendment and Supplement, are to remain and be in full force and effect for the benefit of the owners of said property, their assigns and successors.

FENWICK, L.L.C., the developer of FENWICK SECTION 1 (also known as Declarant) has filed the final Plat of F'ENWICK SECTION 1 with the Registrar of Deeds for Oklahoma County, Oklahoma. Said plat designated streets and drainage easements. FENWICK, L.L.C. plans to request that the City of Oklahoma City agree to a partial vacation of the plat that will enable the streets and drainage ways in FENWICK SECTION 1 to become private streets and drainage ways. In the event said streets and drainage ways become private streets and drainage ways the City of Oklahoma City will be granted an easement for utility purposes and other governmental functions in the areas that are now streets. The easements shall also be for the benefit of public utilities such as O G & E, O N G, etc. The City of Oklahoma City will no longer be responsible for maintenance of streets or drainage structures.

In order to provide for the preservation of the values and amenities of FENWICK SECTION 1 and for the maintenance and upkeep of streets and drainage ways and the assessments and administration of same and in order to create an entity and agency for such purposes and for the making, collection and enforcement of assessments and charges, FENWICK, L.L.C. does hereby state as follows: There will be incorporated under the laws of the State of Oklahoma a not-for-profit corporation to be known as FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 for performing and exercising the purposes, functions and objectives hereof. Said functions shall include (a) upkeep and maintenance of streets and drainage ways on land deeded to FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 by Declarant (b) control of access to FENWICK SECTION 1 and other areas designated by Declarant, through gates built and maintained by the Association subject to the Articles of Incorporation and Bylaws of the FENWICK HOMEOWNERS ASSOCIATION and FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 and the Owner s Restrictions and Protective Covenants of FENWICK SECTION 1 and as herein amended and supplemented.

The Declarants shall deed the streets and drainage ways in EENWICK SECTION 1 to the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 at a future date. Every owner in FENWICK SECTION 1 and other areas developed by FENWICK, L.L.C. (Declarants) and designated to be part of the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 by FENWICK, L.L.C. by virtue of Restrictive Covenants filed of record with the Oklahoma County Registrar of Deeds to be members of FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 will have an easement over and across said streets for purposes of access to their property.

The Declarant, FENWICK, L.L.C., its employees, agents and contractors and home builders and construction workers working in FENWICK SECTION 1 and future areas of FENWICK shall have a temporary easement and access over the private streets during normal working hours during the time of construction for access needed for construction and maintenance of homes and other improvements.

FENWICK, L.L.C. contemplates that one or more adjacent sections of FENWICK when platted will be included in the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION

#1 and Declarant reserves the right to expand the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 to include the future sections at the option of EENWICK, L.L.C. Said future sections shall include additional streets and drainage ways to be maintained by FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1. If Declarant annexes additional areas to FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1, a Restrictive Covenant will be filed of Record to designate the future sections of FENWICK as being part of the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1.

FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 is a separate association from FENWICK HOMEOWNERS ASSOCIATION and homeowners in FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 will also belong to the FENWICK HOMEOWNERS ASSOCIATION and most likely owe dues to both associations. It is possible that some members of the FENWICK HOMEOWNERS ASSOCIATION will not be members of the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 in the event their homes are served by public streets or in the event they are not in a section of FENWICK designated by Declarant of FENWICK SECTION 1 to be a member of FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 by virtue of Restrictive Covenants filed of record by FENWICK, L.L.C.

In the event that the plat of FENWICK SECTION 1 is not partially vacated and the streets do not become private this Amendment and Supplement will become null and void at option of Declarant.

Every person or persons who become owners of a fee interest in and to a lot within FENWICK SECTION 1 or other sections of FENWICK designated to be part of FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 shall become a member of FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 automatically at such time as a home is constructed and first occupied as a residence and then henceforth permanently. Such membership shall be appurtenant to and may not be separated from the ownership of such lot. All owners of any fee interest in and to the lots and property comprising FENWICK SECTION 1 and other sections of FENWICK designated to be part of FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1) shall be subject to the Certificate of Incorporation, the duly enacted By-Laws of the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 and to the rules and regulations duly enacted by the Board of Directors of said corporation once a home is constructed and first occupied and then henceforth permanently (Corporation refers to FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1) . Copies of the Certificate of Incorporation and By-Laws of said FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 shall hereafter be filed with the Secretary of State of the State of Oklahoma, reference being made thereto as if fully set forth herein.

As mentioned, the Homeowners Association so organized may provide for assessments against the property pursuant to its rules and regulations and By-laws and for the enforcement of same. The lien provided for said assessments shall be subordinate to the lien of any real estate mortgage or mortgages. Sale or transfer of any property shall not affect the assessment lien.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2030, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

If the parties hereto or any of them or their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Signed by J.I. (Bud) Bartley for FENWICK, L.L.C., an Oklahoma Limited Liability Company and Jerald Jones, President of J. & J. Custom Homes, Inc. Notarized by (unreadable).

Filed at Book 7196-1991 on 11/26/97, refilled at Book 7379-709 on 8/13/98 to show signature of Today Homesick

OWNER'S RESTRICTIONS AND PROTECTIVE COVENANTS

(and Notice to Future Buyers) FENWICK SECTION 2

**A part of the South half of Section 32, T14N, R3W, I.M., Oklahoma City,
Oklahoma County, Oklahoma**

(See paragraphs requiring mandatory membership in two homeowners associations

**FENWICK HOMEOWNERS ASSOCIATION and FENWICK STREETS AND DRAINAGE MAINTENANCE
HOMEOWNERS ASSOCIATION #1)**

STATE OF OKLAHOMA)

) SS

COUNTY OF OKLAHOMA)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, FENWICK, L.L.C., an Oklahoma Limited Liability Company, does hereby certify that it is the Owner (also known as Declarant) of and the only person or persons, company or corporation having any right, title or interest in and to the lands described as follows, to-wit:

Plat of FENWICK SECTION 2, a part of the south one-half of Section 32, T14N, R3W, I.M., Oklahoma City, Oklahoma County, Oklahoma (filed Book 57, Page 13, Oklahoma County, Oklahoma, July 28, 1997);

It further certifies that it has caused said tract of land to be surveyed into blocks, lots, streets and avenues and have caused a plat to be made of said tract, showing dimensions of lots, set-back lines, designating said tract of land as FENWICK SECTION 2 and hereby dedicates to the City of Oklahoma City and to the public utility as stated on the plat of FENWICK SECTION 2 a utility easement on and over all the streets and avenues within the addition and reserves for installation and maintenance of utilities and the utility easements as shown on the recorded plat of FENWICK SECTION 2. The City of Oklahoma City will be granted an easement for utility purposes and other governmental functions in the areas that are used as private streets. The easements shall also be for the benefit of public utilities such as OG&E, ONG, etc. The City of Oklahoma City will not be responsible for maintenance of streets or drainage structures.

For the purpose of providing an orderly development of the entire tract and for the further purpose of providing adequate restrictive covenants for the mutual benefit of themselves or their successors in title to the subdivision of said tract, FENWICK, L.L.C., hereby imposes the following restrictions and reservations to which it shall be incumbent upon their successors to adhere.

1. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two (2) stories in height and a private garage for not less than two (2) and not more than four (4) automobiles and other outbuildings incidental to residential use of the plat, except lots owned or to be owned by FENWICK HOMEOWNERS ASSOCIATION may be used for community structures and community purposes. Any incidental outbuildings shall be brick veneer with the same brick as the main building, at the option of the building committee, and shall be approved as to design and locations by the building committee.

2. No building shall be erected or altered in this subdivision until the building plans, specifications, including roofing and plot plan showing the location of such building, have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and in conformity with the building committee's design philosophy and as to location of the building with respect to topography and finished grade elevation by a building committee, composed of, Bud Bartley, Cheryl (Fincher, and Sherry Hamilton, or by a representative designated by a majority of the \ members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to designate a successor. In the event said committee, or its designated representative, fails to approve or disapprove within thirty (30) days after said plans and specifications have been submitted to it or in any event if no suit to enjoin the construction has been commenced prior to the completion of construction of said plans, approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

No main residential building shall ever be erected, placed or constructed on any lot or building site in this subdivision unless at least eighty percent (80%) of the first floor exterior walls thereof be of brick, brick veneer, stone or stone veneer or other material specifically approved by the building committee, provided however, that all windows or doors located in said exterior walls shall be excluded in the determination of the area of eighty percent (80%) of said exterior walls and further provided that where a gable-type roof is constructed and a part of the exterior walls are extended above the interior room ceiling line due to the construction of such gable-type roof, then that portion of such wall or walls extending above the interior room ceiling height may be constructed of wood material and also likewise excluded from the square foot area in determining what constitutes eighty percent (80%) of the exterior walls of said residential building.

3. The Declarants or the building committee composed of Bud Bartley, Cheryl Fincher, and Sherry Hamilton is hereby granted the right to grant exceptions or waive any and all restrictions imposed by this document. Said waiver must be in writing and recorded of record to be a valid waiver. Any such waiver will be at the sole discretion of the Declarant or the building committee and any waiver shall not obligate the building committee to grant similar waivers in the future.

4. No business, trade or commercial activity shall be carried on upon any residential lot, unless transacted completely within the home itself and without disturbance to neighbors. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No mobile home, trailer, camper, boat, motor home, truck or like equipment may be parked, stored, kept, repaired or serviced on any lot between the building line and the front property line and on corner lots, the side building line and the street side property line for each lot as shown on the recorded plat of FENWICK SECTION 2. The intent of this covenant is to prohibit the parking or storage of any or all vehicles or equipment other than conventional passenger automobiles in operating condition, in the afore-described areas of each lot.

5. No structure of a temporary character, trailer, basements, tent, shack, garage, bam or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No existing structure of any type may be moved onto any lot in this addition from another location.

6. All fencing materials and fencing locations shall be approved by the building committee. Lots that are adjacent to any common area or green belts will require special consideration and the building committee reserves the right to require set through fencing of a type and quality acceptable to the building committee on all fencing. .

7. The ground floor living area of any single story home shall be not less than 2600 square feet without the approval of the building committee nor less than 2600 square feet total living area up and down for any home of more than one story without the approval of the building committee. No roofing material, valley or ridge shall be used on any structure located on any lot in FENWICK SECTION 2 without the approval of the building committee.

8. Set backs from front and side building lines as shown on the plat are absolute minimum and the building committee shall require further set backs as they, in their sole discretion, determine as appropriate for the architectural and aesthetic harmony of the addition. All garage entrances shall be to the side or the rear of the building. (The building committee will grant exceptions to this requirement as they see fit to achieve their desired balance of front load and side load garages.)

9. No skateboard ramps shall be allowed on any lot in FENWICK SECTION 2. No outside antennas shall extend beyond five feet of the roof line. No electric windmills shall be allowed on any lot in FENWICK SECTION 2 without approval of the building committee.

10. All homes in FENWICK SECTION 2 are required to have sidewalks conforming to the City of Oklahoma City standards and consistent with the other sidewalks in the addition. The sidewalks are the responsibility of the homebuilder and not the Declarants and will be built before first occupancy of the home.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

12. No trash, ashes or other" refuse may be thrown, placed or dumped on any vacant lot in FENWICK SECTION 2.

13. The construction or maintenance of billboard or advertising boards or structures on any lot in FENWICK SECTION 2 is prohibited. This prohibition, however, shall not affect signs or billboards advertising the rental or sale of such property provided that they do not exceed ten (10) square feet in size unless specific written consent for a larger size is obtained from the building committee previously set *out* in paragraph two (2) above.

14. No leaching cesspool shall ever be constructed and/or used on any lot or block in FENWICK SECTION 2.

15. All small drainage channels, emergency overflow and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority or utility company shall be the property owner's responsibility; and it shall be the responsibility of the owner to (a) keep the easements, channels and swells 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 whether they be in easements or contained on the individual property owner's lot and; (b) provide continuous maintenance of the improvements in the easements or of the channels or swales; except for the improvements for which a public authority, utility company or property owner's maintenance or Homeowners Association is responsible. Some homes are built adjacent to creeks or drainage areas. In such cases, part of the yard may be subject to occasional flooding during heavy rains; however, all house floors are required to be above the 100- year flood plain as determined by the flood insurance data maps as prepared by the Federal Emergency Management Agency when such maps are available. It is homeowners' responsibility to maintain drainage on homeowners' site. Homeowner is responsible for and must insure that established drainage patterns are not impeded by landscaping, decking, pools, driveways, walls, etc. This responsibility includes but .is not limited to hiring a licensed civil engineer to engine the maintenance of the established drainage when a pool is installed.

16. EASEMENT RESERVED. The Declarant reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat easements, sewer or other pipe lines, conduits, poles and wires and any other method of conducting or performing any public or quasi- public utility or function above or beneath the surface of the ground with the right of access at any time to the same for the purpose of repair and maintenance. Where easements are provided along the rear of the lot or lots, then in that event all sewer and other pipe lines; conduits, poles and wires may be installed under the streets throughout the addition where necessary to carry it across the street.

In order to provide for the preservation of the values and amenities of FENWICK SECTION 2 and for the maintenance, upkeep, improvements, assessments and administration of same and in order to create an entity and agency for such purposes and for the making, collection and enforcement of assessments and charges, FENWICK,L.L.C., An Oklahoma Limited Liability Company, does hereby state as follows:

a). There has been incorporated under the laws of the State of Oklahoma two (2) not-for-profit corporations to be known as FENWICK HOMEOWNERS ASSOCIATION and FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 for performing and exercising the purposes, functions and objectives hereof

b). Every person or persons who become owners of a fee interest in and to a lot within FENWICK SECTION 2 and the property described in Exhibit A attached shall automatically become a member of the two (2) Associations, at such time as a home is constructed and first occupied as a residence and then henceforth permanently except that said membership requirement will only be operative on future sections of FENWICK if FENWICK, L.L.C., requires it in a restrictive covenant filed of record covering a property in question. Said restrictive covenant to be entirely at option of FENWICK, L.L.C. Such membership shall be appurtenant to and may not be separated from the ownership of each lot. All owners of any fee interest in and to the lots and property herein referred to in Exhibit A shall be subject to the Certificate of Incorporation, the duly enacted Bylaws of the Corporation or Corporations and to the rules and regulations duly enacted by the Board of Directors of said Corporations (Corporations refers to FENWICK HOMEOWNERS ASSOCIATION and FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1) at such time as they become members of the Associations after first occupancy of a completed residency as herein stated. Copies of the Certificate of Incorporation of said Homeowners Associations have been or shall hereafter be filed with the Secretary of State of the State of Oklahoma, reference being made thereto as if fully set forth herein. The attached Exhibit A defines

an area larger than FENWICK SECTION 2, and to extended area defined therein shall encompass future additions to FENWICK, which shall have lots and homes which will eventually be members of FENWICK HOMEOWNERS ASSOCIATION and possibly FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 at such time as the homes are built and first occupied. FENWICK, L.L.C., the developers of FENWICK SECTIONS 1 and 2 may also at their option acquire and develop additional lands in the vicinity of FENWICK SECTION 2 and plat and develop them and cause them to be eligible for membership in FENWICK HOMEOWNERS ASSOCIATION on the same terms and costs as the lands herein referred to in Exhibit..A". Membership eligibility for FENWICK HOMEOWNERS ASSOCIATION and FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 shall be an exclusive and continuous option right of FENWICK, L.L.C.

c) As mentioned and referenced herein, subject to the limitations herein contained, the Homeowners Associations so organized may provide for assessments against the property pursuant to its rules and regulations and Bylaws and enforce collection of said assessments. The lien provided for said assessments shall be subordinate to the lien of any real estate mortgage or mortgages. Sale or transfer shall not affect the assessment lien. The properties dedicated to the public and common areas shall be exempt from said assessments.

d) The FENWICK HOMEOWNERS ASSOCIATION is responsible for the upkeep and maintenance of drainage apparatus location in common areas of FENWICK SECTION 2 and any other areas owned by the Association and is required to meet any and all requirements of the City of Oklahoma City or any other governmental authority whose jurisdiction the Homeowners Association shall be subject to. The FENWICK HOMEOWNERS ASSOCIATION is responsible for all common areas owned by the Association along with any improvements, which may be constructed thereon. The streets in FENWICK SECTIONS 1 and 2 are not the responsibility of FENWICK HOMEOWNERS ASSOCIATION but are the responsibility of FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1. The Declarant is under no obligation to convey any land to the Association or to improve any land of the Association in any way whatsoever. In the event Declarant does convey property and improvements to the association, it will be the responsibility of the association to provide for the upkeep of the property and improvements and assessments will be accordingly required. Such items as a pool and recreation areas are under consideration by Declarants. FENWICK, L.L.C., may also at their discretion deed properties to the FENWICK HOMEOWNERS ASSOCIATION that are not a part of the plats and not in the South 1/2 of Section 32 for the purposes of detention or for other purposes. It shall be the responsibility of the FENWICK HOMEOWNERS ASSOCIATION to perform upkeep and maintenance on any detention ponds whether on site or off-site per the requirements of the City of Oklahoma City.

Part of the land in Exhibit "A" shall at option of FENWICK, L.L.C., be platted into subdivisions that shall have private streets and restricted access and part of the land shall be platted into subdivisions that have public streets. Private street subdivisions shall have separate Homeowners Associations, which shall be responsible for the private streets in the subdivision as well as other matters related to this particular subdivision. Homeowners who live in the above-referenced private street subdivisions shall belong to two (2) Homeowners Associations (FENWICK HOMEOWNERS ASSOCIATION and FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 or the Association formed for said purpose (the Association formed for the restricted access subdivision to manage its special needs as a restricted access subdivision) and have all of the rights, privileges and obligations that go with each Homeowners Association. FENWICK, L.L.C., will, at their option, deed property to each Homeowners Association as they see fit, which shall mean that some areas will be common areas for the restrictive access subdivision homeowners only and some common areas will be common areas for all members of the FENWICK HOMEOWNERS ASSOCIATION. Members of the restricted access subdivision(s) shall be obligated to pay dues to both Homeowners Associations as per requirement of the Homeowners Associations.

Some of the above-mentioned restricted access subdivision(s) may at the option of FENWICK, L.L.C., the Declarant and Developer, contain lots that are smaller than FENWICK SECTION 2 lots and contain homes, which shall be smaller than the homes in FENWICK SECTION 2. In addition, FENWICK, L.L.C., is requesting that the City of Oklahoma City approve a planned unit development for future sections of FENWICK that will allow variations from the standard single-family ordinances. In addition, other future lots in future sections of FENWICK shall be smaller than those lots in FENWICK SECTION 2 and smaller houses will be built in future sections of FENWICK. FENWICK, L.L.C., may build an entrance structure and improve the border of FENWICK SECTION 1 along Westem and NW 164nl Street. Future sections of FENWICK, however, may not have these types of improvements.

In order to provide for the preservation of the values and amenities of FENWICK SECTION 2 and for the maintenance and upkeep of streets and drainage ways and the assessments and administration of same and in order to create an entity and agency for such purposes and for the making, collection and enforcement of assessments and charges, FENWICK, L.L.C., does hereby state as follows: There has been incorporated under the laws of the State of Oklahoma a not-for-profit corporation known as FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 for performing and exercising the purposes, functions and objectives hereof. Said functions shall include (a) upkeep and maintenance of streets and drainage ways on land deeded to FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 by Declarant, (b) control of access to FENWICK SECTION 1 & 2 and other areas designated by Declarant, through gates built and maintained by the Association subject to the Articles of Incorporation and Bylaws of the FENWICK HOMEOWNERS ASSOCIATION and FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 and the Owner's Restrictions and Protective Covenants of FENWICK SECTION 1 and FENWICK SECTION 2.

The Declarant shall or has deeded or conveyed some or all of the streets and drainage ways in FENWICK SECTIONS 1 & 2 to the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1. Every owner in FENWICK SECTION 2 and other areas developed by FENWICK" L.L.C. (Declarant) and designated to be part of the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 by FENWICK" L.L.C." by virtue of Restrictive Covenants filed of record with the Oklahoma County Registrar of Deeds to be members of FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 will have an easement over and across said streets for purposes of access to their property.

The Declarant "FENWICK LLC" its employees" agents" contractors and home builders and construction workers working in FENWICK SECTIONS 1 and 2 and future areas of FENWICK shall have a temporary easement and access over the private streets for access needed for construction" maintenance of homes and other improvements" and other business purposes.

The Declarant "FENWICK LLC" its employees" marketing agents" FENWICK homeowners and prospective homeowners shall have a temporary easement and access over the private streets for purposes of marketing FENWICK property and/or homes available for sale" etc.

FENWICK" L.L.C." contemplates that one or more adjacent sections of FENWICK when platted will be included in the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 and Declarant reserves the right to expand the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 to include the future sections at the option of FENWICK, L.L.C. Said future sections shall include additional streets and drainage ways to be maintained by FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1. If additional areas are annexed to FENWICK STREET AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 by Declarant" a Restrictive Covenant will be filed of Record to designate the future sections of FENWICK as being part of the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1.

FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 is a separate association from FENWICK HOMEOWNERS ASSOCIATION and homeowners in FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 will also belong to the FENWICK HOMEOWNERS ASSOCIATION and most likely owe dues to both associations. It is possible that some members of the FENWICK HOMEOWNERS ASSOCIATION will not be members of the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 in the event their homes are served by public streets or in the event they are not in a section of FENWICK designated by Declarant to be a member of FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 by virtue of Restrictive Covenants filed of record by FENWICK, L.L. C.

Every person or persons who become owners of a fee interest in and to a lot within FENWICK SECTION 2 or other sections of FENWICK designated to be part of FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 shall become a member of FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 automatically at such time as a home is constructed and first occupied as a residence and then henceforth permanently. Such membership shall be appurtenant to and may not be separated from the ownership of such lot. All owners of any fee interest in and to the lots and property comprising FENWICK SECTION 1 and 2 and other sections of FENWICK designated to be

part of FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 shall be subject to the Certificate of Incorporation, the duly enacted Bylaws of the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 and to the rules and regulations duly enacted by the Board of Directors of said corporation once a home is constructed and first occupied and then henceforth permanently. (Corporation refers to FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1.) Copies of the Certificate of Incorporation of said FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 have been or shall hereafter be filed with the Secretary of State of the State of Oklahoma. The Bylaws are available from FENWICK, L.L.C., 7608 N. Council, Oklahoma City, OK 73132, reference being made thereto as if fully set forth herein.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

If the parties hereto or any of them or their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning property in FENWICK SECTION 2 to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of anyone of the covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

WITNESS our hands at Oklahoma City, Oklahoma, this 24th day of November. 1997.

Signed by J.I. (Bud) Bartley, General Manager of FENWICK, L.L.C. Notarized by (unreadable).

[Refilled Restrictions]

TODAY HOMES, INC., (owner of Lot Six (6), Block Six (6), being the only property owner other than FENWICK, L.L.C.,) does hereby agree that they and their successors in title to Lot Six (6), Block Six (6), shall be bound by all the provisions of this OWNERS RESTRICTIONS AND PROTECTIVE COVENTANTS for FENWICK SECTION 2.

WITNESS our hands at Oklahoma City, Oklahoma, this 24th day of November 1997.

Signed by J.I. (Bud) Bartley, General Manager of FENWICK, L.L.C. Notarized by (unreadable) on November 24, 1996.

WITNESS our hands at Oklahoma City, Oklahoma, this 11th day of August 1997.

Signed by J.I. (Bud) Bartley, General Manager of Fenwick, LLC and President of Today Homes, Inc. Notarized by Gretchen Bybee on August 11, 1998

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND NOTICE DISCLOSURE &
DISCLAIMER TO FUTURE BUYERS OF FENWICK SECTION IV
A part of the South One-Half of Section 32-T14N-R3WIM,
Oklahoma City, Oklahoma County, Oklahoma**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, FENWICK, L.L.C., An Oklahoma limited liability company, hereafter referred to as the "Declarant," is the owner of the land platted as FENWICK SECTION IV; and WHEREAS, Declarant desires to submit the land and improvements constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, Sections 851-855, as amended).

NOW, THEREFORE, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the conditions, covenants, and restrictions herein set forth to be established upon the recording hereof, in accordance with and subject to the provisions of the Oklahoma Real Estate Development Act, and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land herein described and shall be for the use and benefit to the Declarant, its successors and assigns; and to any person or entity acquiring or owning an interest in the land and improvements, or any person thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Definitions. Unless the context shall expressly provide otherwise:

1.1 "ASSOCIATION means the FENWICK HOMEOWNERS ASSOCIATION, an Oklahoma non-profit corporation, its successors and assigns, the Bylaws of which shall govern the administration of the ASSOCIATION, the Members of which shall be all of the owners of Lots in FENWICK SECTION IV per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and Bylaws of FENWICK HOMEOWNERS ASSOCIATION in addition to other lots within Fenwick.

1.2 "ASSOCIATION #1" means the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1, its successors and assigns, the Bylaws of which shall govern the administration of the ASSOCIATION #1, the Members of which shall be all of the owners of Lots in FENWICK SECTION IV per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and Bylaws of FENWICK STREETS AND DRAINAGE WAY MAINTENANCE HOMEOWNERS ASSOCIATION #1, in addition to other lots within Fenwick.

1.3 "Association # 1 Common Area" means all real and personal property which ASSOCIATION #1 now or hereafter owns, leases, or otherwise holds possessor or us rights in for the common use and enjoyment of the Owners. The term may or shall include without limitation, streets, drainage ways, and gated entry ways as shown on the various Plats involved.

1.4 "Association #1 Common Expenses" means and includes expenses of maintenance, replacement, repair, operation, improvements, management an administration, and expenses declared ASSOCIATION #1 Common Expenses by the provisions of this Declaration and the Bylaws of the ASSOCIATION #1.

1.5 "Board of Directors" or "Board": The body responsible for administration of the ASSOCIATION.

1.6 "Bylaws" means the Bylaws of FENWICK HOMEOWNERS ASSOCIATIO

1.7 "Building" means one or more of the building improvements lying within the real estate described on Exhibit" A."

1.8 "Common Area": means all real and personal property which FENWICK HOMEOWNERS ASSOCIATION now or hereafter owns, leases, or otherwise hold possessor or use rights in for the common use and enjoyment of the Owners. The term may or shall include without limitation, recreational facilities, entry features, signage landscaped mediums, lakes, wetlands, hiking, walking, and bicycle trails, as shown on the Plat FENWICK SECTION 1, FENWICK SECTION 2, FENWICK SECTION 3 FENWICK SECTION IV, and common

areas A and B of FENWICK GARDEN VILLAGE SECTION 1, or any other property conveyed to FENWICK HOMEOWNER ASSOCIATION by Declarant at some date in the future.

1.9 "Common Expenses" means and includes expenses for maintenance, replacement repair, operation, improvements, management and administration, and expenses declared common expenses by the provisions of this Declaration and the Bylaws of the FENWICK HOMEOWNERS ASSOCIATION.

1.10 "Declarant": means FENWICK, L.L.C. an Oklahoma limited liability company or any successor, successor-in-title, or assignee of Fenwick, L.L.C., who has or take title to any portion of the property described in Exhibit" A for the purpose of development and/or resale in the ordinary course of business and who is designated a Declarant in an instrument executed by the immediately preceding Declarant and recorded in the Official Records.

1.11 "Declaration" means the Declaration of Covenants, Conditions, Restrictions, an Notice, Disclosure & Disclaimer to Future Buyers of FENWICK SECTION IV.

1.12 "Design Guidelines": Architectural, design, development, and other guidelines, standards, controls, and procedures including, but not limited to, application and review procedures, adopted and administered, as they may be amended, pursuant to Section 4.

1.13 "Fenwick" means the real property previously owned or owned now by Declarant in the South one-half of Section 32, T14N, R3WIM, Oklahoma City, Oklahoma County, Oklahoma, which Declarant elects to be included in the development. The development includes FENWICK SECTION IV plus other areas which are separate from FENWICK SECTION IV. (Some areas have public streets and different types of housing and different lot sizes and parts of have private streets which are for the exclusive benefit of homeowners in their private street sections of Fenwick.)

1.14 "Lot means a portion of the Property described as Fenwick Section IV designated for separate ownership, the boundaries of which are the lot lines as shown on the recorded plat of the real estate described on Exhibit" A" and any subsequent addition of Fenwick Section IV as they are platted.

1.15 "Managing Agent" means that entity contracted or employed to manage and conduct day to day operations, duties and obligations of the ASSOCIATION.

1.16 "Member" means a person entitled to membership to the ASSOCIATION and the ASSOCIATION #1. Every Owner of a Lot shall be entitled to membership in the ASSOCIATION and ASSOCIATION #1 per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and Bylaws of ASSOCIATION and ASSOCIATION #1.

1.17 "Owner" means a person or persons, firm, corporation, partnership, trust, association or other legal entity, or any combination thereof, who owns one or more Lot within FENWICK SECTION IV.

1.18 "Person" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.

1.19 "PROPERTY" or "FENWICK SECTION IV": means the real property described herein as FENWICK SECTION IV.

1.20 "Rules" shall mean the Rules and Regulations adopted by the ASSOCIATION as amended from time to time.

1.21 "Visible From Neighboring Property" shall mean, with respect to any give object, that such object is or would be visible to a person six feet tall, standing on an part of each neighboring property at an elevation of no greater than the elevation of the base of the object being viewed.

2. Limitations to Property Rights.

2.1 Owner's Nonexclusive Easement of Enjoyment: Limitations. It was previously contemplated in the Owner's Restrictions and Protective Covenants of Fenwick Section 1 filed at the Office of the Oklahoma County Clerk at Book 6932, Pages 1634-1639 and amended by "Amendment and Supplement to Owner's Restrictions and Protective Covenants of Fenwick Section 1" recorded in Book 6974, Pages 672 and 673, that future sections would be joined as members of FENWICK HOMEOWNERS ASSOCIATION for the maintenance, upkeep, improvement, assessment and administration of the Common Areas owned by FENWICK HOMEOWNERS ASSOCIATION by meeting the following criteria as set forth in the Owner's Restrictions and Protective Covenants of Fenwick Section 1: First, the Declarant must require membership in Fenwick Homeowners Association by filing a restrictive covenant for the property in question; Second, the property in question must be located within the property defined in the Owner's Restrictions and Protective Covenants of Fenwick Section 1; Third, that every person or persons who become owner of a fee interest in and to a Lot within Real Estate Development known as and as delineated in Exhibit "A" of the document filed as Owner's Restrictions and Protective Covenants of Fenwick Section 1 shall become member of the FENWICK HOMEOWNERS ASSOCIATION as set forth in the Owner's Restrictions and Protective Covenants of Fenwick Section 1 and then henceforth permanently (regardless the number of owners: one Lot, one vote); Finally, the property shall be subject to the Certificate of Incorporation and Bylaws of FENWICK HOMEOWNERS ASSOCIATION, and the rules and regulations duly enacted by the Board of Directors of the FENWICK HOMEOWNERS ASSOCIATION. Membership in FENWICK HOMEOWNERS ASSOCIATION is a right and an obligation of ownership.

First by filing this Declaration, Declarant now requires membership in the FENWICK HOMEOWNERS ASSOCIATION. Second, Fenwick Section IV is located within the property defined in the Owner's Restrictions and Protective Covenants of Fenwick Section 1. Third, this Declaration requires that every person or persons who become owners of a fee interest in and to a Lot within Fenwick Section IV shall become a member of the FENWICK HOMEOWNERS ASSOCIATION as set forth in the Owner's Restrictions and Protective Covenants of Fenwick Section 1 and further expanded in the Certificate of Incorporation and Bylaws of FENWICK HOMEOWNERS ASSOCIATION, and the rules and regulations duly enacted by the Board of Directors of FENWICK HOMEOWNERS ASSOCIATION.

2.2 Owner's Nonexclusive Easement of Enjoyment: Limitations. It was also previously contemplated in the Amendment and Supplement To Owner's Restrictions and Protective Covenants of Fenwick Section 1 filed at the Office of the Oklahoma County Clerk at Book 6974 and Page 672-673 that future additions would be joined as member of FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 for the upkeep and maintenance of streets and drainage ways on land deeded to Fenwick Streets and Ways Maintenance Homeowners Association #1 and control of access to Fenwick Section 1 and other areas designated by Declarant, through gates built and maintained by the ASSOCIATION #1 subject to the Certificate of Incorporation and Bylaws of FENWICK STREETS AND DRAINAGE WAY MAINTENANCE HOMEOWNERS ASSOCIATION #1 if the following conditions are met: First, the Declarant must require membership in FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 by filing a restrictive covenant for the property in question; Second, the property in question must be located within the property defined in the Owner's Restrictions and Protective Covenants of Fenwick Section 1; Third, that every person or persons who become owner of a fee interest in and to a Lot within Real Estate Development as described in Exhibit "A" shall automatically become a member of the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 at such time as a home is constructed and first occupied as a residence and then henceforth permanently (regardless the number of owners: one Lot, one vote); Finally, the property shall be subject to the Certificate of Incorporation and Bylaws of FENWICK STREET AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1, and the rules and regulations duly enacted by the Board of Directors of the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNER ASSOCIATION #1.

First by filing this Declaration, Declarant now requires membership in the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNER ASSOCIATION #1. Second, FENWICK SECTION IV is located within the property defined in Owners Restrictions and Protective Covenants of Fenwick Section 1. Third this Declaration requires that every person or persons who become owners of an interest in and to a Lot within Fenwick Section IV shall automatically become a member of the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 at such time as a home is constructed and first occupied as a residence and then henceforth permanently. Finally, the Property shall be subject to the Certificate of Incorporation and Bylaws of FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1, and the rules and regulations duly enacted by the Board of Directors of FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1.

2.3 ASSOCIATION and ASSOCIATION #1 as Separate Entities. FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNER ASSOCIATION #1 is a separate association from FENWICK HOMEOWNER ASSOCIATION and Owners within the FENWICK SECTION IV will likely owe dues to both associations as set forth in the Owner's Restrictions and Protective Covenants of Fenwick Section 1, the Certificate of Incorporation and Bylaws of FENWICK HOMEOWNERS ASSOCIATION, and the Certificate of Incorporation and Bylaws of FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNER ASSOCIATION #1.

3. Use and Conduct. After the initial sale or transfer of a Lot or Lots by Declarant, all such Lots shall thereafter be used and occupied only for single family residence purposes by the Owner, by the Owner's family, the Owner's tenants or the Owner's guest.

3.1 Regulation. Declarant has established a general plan of development of PROPERTY to enhance all Owners' quality of life and collective interests and aesthetics and environment within PROPERTY and to engender a pride of place sense of community property. To accomplish this objective, the PROPERTY is subject to the land development, architectural, and design provisions set forth in Section 4 other provisions of this Declaration governing individual conduct and use of or actions upon the PROPERTY, and the guidelines, rules and restrictions promulgated pursuant to this Section, all of which establish affirmative and negative covenants, easements, restrictions on FENWICK SECTION IV. Notwithstanding the above, with respect to rules and regulations promulgated pursuant to this Section, the Board and the Member shall have the ability, in the manner set forth below, to respond to changes in circumstances, conditions, needs, and desires within the Community. All provisions of this Declaration and any association rules shall apply to all Persons on the PROPERTY. The lessee and all occupants of leased residence shall be bound by the terms of Governing Documents, whether or not the lease so provides. All Owners shall responsible for insuring a provision in any lease informing the lessee and all occupants of the residence of all applicable rules and use restrictions affecting the Lot or Common Area.

3.2 Rule Making Authority.

3.2.1 Subject to the terms of this Section and in accordance with its duty of and undivided loyalty to the ASSOCIATION and its Members, the Board adopt rules which modify, cancel, limit, create exceptions to, or expand the initial Use Restrictions set forth in Exhibit "B." The Board shall send notice by mail all Owners concerning any such proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. Any such rules shall become effective after compliance Section 3.2.3

3.2.2 At least thirty (30) days prior to the effective date of any action under Sections 3.2.1 or 3.2.2, the Board shall send a copy of the rule to each Owner specifying the effective date of such rule. The ASSOCIATION shall provide without cost, a copy of the Use Restrictions and rules then in effect to any requesting Member or Mortgagee.

3.2.3 In the event of a conflict between the Design Guidelines and the Restrictions, the Design Guidelines shall control.

3.2.4 Procedures required under this Section shall not apply to enactment and enforcement of administrative rules and regulations governing use of the Common Area unless the Board chooses in its discretion to submit to such procedure. Examples of such administrative rules and regulations shall include, but not be limited to, hours of operation of a recreational facility, speed limits on private roads, and the method of allocating or reserving use of a facility (if permitted) by particular individuals at particular times. The Board shall exercise business judgment in the enactment, amendment, and enforcement of such administrative rules and regulations.

3.3 Owners' Acknowledgment. All Owners are subject to the Use Restrictions and are given notice that (a) their ability to use their privately owned property is limited thereby, and (b) the Board and/or the Members may add, delete, modify, create exceptions to, or amend the Use Restrictions. By acceptance of a deed, each acknowledges and agrees that the use and enjoyment and marketability of his or her property can be affected by this provision and that the Use Restrictions and rules may change from time to time.

3.4 Protection of Owners. Except as may be specifically set forth in the initial Use Restrictions, neither the Board nor the Members may adopt any rule in violation of the following provisions:

3.4.1 Similar Treatment. Similarly situated Owners and occupants shall be treated similarly.

3.4.2 Speech. The rights of Owners and occupants to display on their Lot political signs and symbols of the kinds normally displayed in or outside residences located in single-family residential neighborhoods in individually owned property shall not be abridged, except that the ASSOCIATION may adopt reasonable time, place, and manner restrictions regulating signs and symbols which are visible from outside the Lot. This Declaration and any Rules adopted by the Board shall not be construed to supersede or limit applicable governmental ordinances regulating signs or symbols on Lots.

3.4.3 Religious and Holiday Displays. The rights of Owners and occupants to display religious and holiday sign, symbols, and decorations on their Lots of the kinds customarily displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the ASSOCIATION may adopt reasonable time, place, and manner restrictions regulating display which may be visible from outside the Lot.

3.4.4 Assembly. The rights of Owners and occupants to assemble on such portions of the Common Areas as are designated by the Board from time to time shall not be eliminated, provided, however, the Board may adopt reasonable from, place, and other restrictions on assembly. At no time shall Common Area be construed as a place of public assembly.

3.4.5 Household Composition. No rule shall interfere with the freedom of occupants of Lot to determine the composition of their households, except that the ASSOCIATION shall have the power to require that all occupants be Members of a single housekeeping unit and to limit the total number of occupants permitted in each residence on the basis of the size and facilities of the residence and its fair share use of the Common Area, provided that such limits shall not be less restrictive than applicable governmental codes or ordinances in establishing the total number of occupants

3.4.6 Activities Within Dwellings. No rule shall interfere with activities carried on within the confines of dwellings, except that the ASSOCIATION may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the ASSOCIATION or other Owners, that create a danger to the health or safety of occupants of other dwellings, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

3.4.7 Alienation. No rule shall prohibit leasing or transferring any Lot, or require consent of the ASSOCIATION or Board for leasing or transferring any Lot; provided, the ASSOCIATION or the Board may require a minimum lease term of up to twelve (12) months. The ASSOCIATION may require that Owners use lease forms approved by the ASSOCIATION. Unless otherwise specifically set forth in the Declaration, the ASSOCIATION shall not impose any fee on the lease or transfer of any Lot greater than an amount reasonably based on the costs to the ASSOCIATION of its costs to administer that lease or transfer.

3.4.8 Abridging Existing Rights. Any rule which would require Owners to dispose of personal property being kept on the PROPERTY shall apply prospectively only and shall not require removal of any property which was kept on the PROPERTY prior to the adoption of such rule and which was in compliance with all rules in force at such time unless otherwise required to be removed by law. Notwithstanding the above, the rights conferred under this subsection are for the benefit of affected Owners only and shall not be transferable or run with title to any Lot within Fenwick Section IV.

3.4.9 Application of Rules. No rule shall be applied retroactively except as otherwise required by law.

The limitations in this Section shall apply to rules only; they shall not apply to amendments to this Declaration adopted in accordance with Section 10.

4. Architecture and Landscaping

4.1 General Requirement for Prior Approval. No structure shall be placed, erected or installed on any portion of the PROPERTY, no alterations of or additions to the existing landscaping, and no improvements (including staking, clearing, excavation grading, and other site work, and exterior alteration of existing improvements) shall take place within the PROPERTY except in compliance with this Section and the Design Guidelines promulgated pursuant to Section 4.3. In addition to the construction of dwellings and other Buildings, it

is specifically intended that placement or posting of other structures (e.g. fences, signs, antennae and satellite dishes, clotheslines, playground other than portable gas grills), lighting, temporary structures, solar devices and artificial vegetation) on the exterior of any Lot or other portion of the PROPERTY shall be regulated by this Declaration and the Design Guidelines and require the approval of the appropriate Reviewer under Section 4.3. Modifications to the interior of specified porches, patios, and similar portions of a Lot visible from outside the structures on the Lot shall be subject to this Section. No approval shall be required to repaint the exterior of a structure in accordance with the ordinarily approved color scheme. This Section shall not apply to Declarant's activities nor to improvements to the Common Area by or on behalf of the ASSOCIATION. This Section shall not apply to activities of the City of Oklahoma City, Oklahoma performed on property owned by the City and used for public purposes so long as the City complies with the separate deed restrictions applicable to such property, if any. This Section may not be amended without Declarant's written consent so long as Declarant owns any portion of the PROPERTY or any land subject to annexation to this Declaration.

4.2 Architectural Review. The committee in charge of architectural review Architectural Committee") shall be composed of three (3) or more natural person long as the Declarant owns any Lots within the PROPERTY, the Architectural Committee shall be composed of Bud Bartley, Cheryl Fincher, and Sherry Hamilton such persons as Declarant elects. The affirmative vote of a majority of the members of the members of the Architectural Committee (which shall be the required quorum Committee) shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, c authorization, approval or the like pursuant to the authority contained in the By Upon the sale of the Declarant's final Lot within the PROPERTY, or earlier so Declarant's option, the Board shall appoint the members of the Architectural Com and such persons shall serve at the pleasure of the Board.

4.2.1 Fees: Assistance. For purposes of this Section, the entity jurisdiction in a particular case shall be referred to as the " Reviewer," in the Architectural Committee. The Reviewer may establish and charge reasonable fees for review of applications hereunder and may require such fees to in full prior to review of any application. Such fees may include reasonable costs incurred in having any application reviewed by architects, engineers 0 professionals. Declarant and the ASSOCIATION may employ arc engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the ASSOCIATION annual operating budget as a Common Expense.

4.3 Guidelines and Procedures.

4.3.1 Design Guidelines. Declarant has prepared or shall prepare the initial design guidelines ("the Design Guidelines") which shall apply to construction and landscaping activities within the PROPERTY, as provided in Section 4.2. The Design Guidelines are intended to provide guidance to Owners regarding matters of particular concern in considering applications hereunder. The Guidelines are not the exclusive basis for decisions of the Reviewer, and compliance with the Design Guidelines does not guarantee approval of any application.

As long as it owns any portion of the PROPERTY, Declarant shall have sole authority to amend the Design Guidelines from time to time in its discretion. Thereafter, the Architectural Committee shall have authority to amend the Design Guidelines, with the Board's consent. Amendments to the Design Guidelines shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation of the scope of amendments to the Design Guidelines; Declarant is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines more or less restrictive in whole or in part.

The ASSOCIATION shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the PROPERTY, and all such Persons shall conduct their activities in accordance with such Design Guidelines. In Declarant's discretion the Design Guidelines may be recorded in the Official Records, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

All structures and improvements constructed upon a Lot shall be constructed in strict compliance with the Design Guidelines in effect at the time the plans of such improvements are submitted to the Reviewer, unless the Reviewer has granted a variance in writing pursuant to Section 4.5. So long as the Reviewer has acted in good faith, its findings and conclusions with respect to appropriateness of applicability of, or compliance with the Design Guidelines and this Declaration shall be final.

4.3.2 Procedures. Prior to commencing any activity within the scope of section 4.2, an Owner shall submit an application for approval of the proposed work to the Reviewer with a copy to Declarant if Declarant is not the Reviewer. Such application shall be in the form required by the Reviewer and shall include plans and specifications ("Plans") showing site layout, structures design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, litigation, fencing, utility facilities layout and screening and/or fencing therefore and other features of proposed construction, as required by the Design Guidelines and as applicable. The Reviewer may require submission of such additional information as it deems necessary to consider any application.

In reviewing each submission, the Reviewer may consider whatever reasonable factors it deems relevant, including, but not limited to, visual environmental impact, natural plans and finish grade elevation, harmony of external design with surrounding structures and environment, and architectural external merit. Decisions may be based purely on aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

Approval by the Reviewer shall be required prior to Pursuing or gaining any required approval from the local governing bodies. The Reviewer shall not require permits or other approvals by local government entities other than those issued by such entities in the usual course of business.

The Reviewer shall, within the period specified in the Design Guidelines, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of (i) approval of Plans, or (ii) segments or features of the Plans which are deemed by such committee to be inconsistent or not in conformity with this Declaration and/or the Design Guidelines, the reasons for such finding, and suggestions for curing such objections. In the event the Reviewer fails to advise the submitting party by written notice within the period specified in the Design Guidelines of either the approval or disapproval and suggestions for curing objections, approval shall be deemed to have been given. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U. S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the submitting party.

If construction does not commence on a project for which Plans have been approved within one hundred twenty (120) days of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the Plans to the Reviewer for reconsideration. If construction is not completed on a project for which Plans have been approved within the period set forth in the Design Guidelines or in the approval, such approval shall be deemed withdrawn, and such incomplete construction shall be deemed to be in violation of this Section.

4.4 No Waiver of Future Approvals. Each Owner acknowledges that the Reviewer will change from time to time and that interpretation, application and enforcement of the Design Guidelines may vary accordingly. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings or other matters subsequently or additionally submitted for approval. Should the Reviewer permit nonconforming improvements through hardship or error, it shall not be construed as a waiver of future enforcement rights or permission for future noncompliance.

4.5 Variances. The Reviewer may authorize variances in writing from its guidelines and procedures but only: (a) in accordance with duly adopted rules and regulations, (b) when unique circumstances dictate, such as unusual topography, natural obstructions, hardship or aesthetic or environmental considerations, and (c) when construction in accordance with the variance would be consistent with the purposes of the Declaration and compatible with existing and anticipated uses of adjoining property. Inability to obtain or the terms of any governmental approval or the terms of any financing shall not be considered a hardship warranting a variance. Notwithstanding the above, the Reviewer may not authorize variances without the written consent of Declarant, as long as it owns any portion of the PROPERTY.

4.6 Limitation of Liabilities. Review and approval of any application pursuant to this Section is made on the basis of aesthetic considerations only, and Declarant, the ASSOCIATION, the Board, the Architectural Committee, or any member of the foregoing, shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. Declarant, the ASSOCIATION, the Board, the Architectural Committee, or any

member of any of the foregoing shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the Architectural Committee, its members, Declarant, and the Board shall be defended and indemnified by the ASSOCIATION as provided in the Bylaws.

4.7 Enforcement. All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. The ASSOCIATION shall be primarily responsible for enforcement of this Section. If, however, in Declarant's discretion, the ASSOCIATION fails to take appropriate enforcement action within a reasonable time portion, Declarant, for so long as it owns any portion of the PROPERTY shall be authorized to exercise any enforcement rights which could have been exercised by the ASSOCIATION.

5. Easements for Encroachments. If any portion of, or improvements on the Common Areas encroaches upon a Lot or Lots, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist, regardless of whether such easement is shown on the recorded plat. If any portion of a Lot encroaches upon the Common Areas, or upon an adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of same, as long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Areas or on the Lots.

6. Administration and Management; Mandatory Membership. The administration and management of the PROPERTY shall be governed by the Declaration and the By-Laws of the ASSOCIATION and ASSOCIATION #1. The ASSOCIATION shall be governed by the Board as provided in the Certificate of Incorporation and Bylaws of the ASSOCIATION. The administration and management of the Common Areas shall be governed by the Owner's Restrictions and Protective Covenants of Fenwick Section 1, the Amendment and Supplemental to Owner's Restrictions and Protective Covenants of Fenwick Section 1, the Certificate of Incorporation and Bylaws of the ASSOCIATION. The Association #1 Common Areas shall be governed by the Owner's Restrictions and Protective Covenants of Fenwick Section 1, the Certificate of Incorporation and By-Laws of the ASSOCIATION #1. The ASSOCIATION #1 shall be governed by a Board of Directors as provided in the Certificate of Incorporation and Bylaws of the ASSOCIATION #1. An Owner of a Lot shall mandatorily become a Member of the ASSOCIATION and ASSOCIATION #1 per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of ASSOCIATION and ASSOCIATION #1. The ASSOCIATION and ASSOCIATION #1 may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed compensation.

7. Owner's Maintenance Responsibility of Lot. For purposes of maintenance, repair, alteration and remodeling, an Owner shall be deemed to be responsible for all portions, whether interior or exterior, of the Lot and its improvements, and for maintenance and upkeep of the Lot in a presentable condition, as determined by the Architectural Committee, or the Architectural Committee may, at its discretion, mow said Lot, maintain improvements thereon, trim trees, and remove trash or debris, the cost of which shall be borne by the Owner.

8. Records: Inspection by Owners and Mortgagees.

8.1 Retention. The ASSOCIATION Board shall keep or cause to be kept current certified copies of the recorded Declaration, the executed Bylaws, and the books and records with detailed accounts of the receipts and expenditures affecting the ASSOCIATION and its administration. The records so kept shall be available for inspection by all Owners, lenders, and the holders, insurers, and guarantors of first mortgages at convenient hours on working days or under other reasonable circumstances.

9. Compliance with Provisions of Declaration, Bylaws and Rules and Regulations. Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws of the ASSOCIATION, Bylaws of the ASSOCIATION #1, and the rules, regulations, Design Criteria, decisions and resolutions of the ASSOCIATION and ASSOCIATION #1 adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same 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 Managing Agent or Board of Directors in the name of the ASSOCIATION or ASSOCIATION III on behalf of the Owners or, in a proper case, by an aggrieved Owner.

10. Revocation or Amendment to Declaration; Amendment of Undivided Interest in Common Areas. This Declaration shall not be revoked unless all of the Members unanimously consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of Sixty-Six percent (66%), or more, of the votes cast consent and agree to such amendment by instrument(s) duly recorded. This document shall not be amended or revoked without approval of the Declarant so long as Declarant owns any lot in the PROPERTY or any lots in any future sections of Fenwick. However, Declarant may amend this Declaration at any time, subject to limitations set forth in paragraphs 17.9 and 17.10 below.

11. Assessment for Common Expenses.

11.1 Obligation to Pay Pro-rata Share. All Member owners of Lots shall be obligated to equally pay the assessments, either estimated or actual, imposed by the Board of the ASSOCIATION to meet the Common Expenses as further set forth in the Certificate of Incorporation and Bylaws of the ASSOCIATION.

12. Assessment for ASSOCIATION #1 Common Expenses.

12.1 Obligation to Pay Pro-rata Share. All Owners of Lots shall be obligated to equally pay the assessments, either estimated or actual, imposed by the Board of Directors of ASSOCIATION #1 to meet the ASSOCIATION #1 Common Expenses as further set forth in the Certificate of Incorporation and Bylaws of the ASSOCIATION #1.

13. Owner's Personal Obligation for Payment of Assessments.

13.1 Non-Exemption From Payment. The amount of Common Expenses and ASSOCIATION #1 Common Expenses assessed against each Lot shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from liability for his contribution toward the Common Expenses or ASSOCIATION #1 Common Expenses by waiver of the use of enjoyment of any of the Common Areas or Association #1 Common Areas, or by abandonment of his Lot.

13.2 Unsold Lot Assessments. Declarant shall not be responsible for payment of assessments for any Lots in which title is held by Declarant and no assessments shall be paid on any lot until a home is first occupied.

13.3 Reserves and Working Capital. The ASSOCIATION and ASSOCIATION #1 shall have the right to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas and Association #1 Common Areas which the ASSOCIATION or ASSOCIATION #1 may be obligated to maintain as further set forth in the respective associations Certificate of Incorporation and Bylaws.

14. Period of Ownership. FENWICK SECTION IV created by this Declaration shall continue until this Declaration is revoked in the manner as is provided for in this Declaration.

15. General Reservations. Declarant reserves the right to establish within the Common Areas future easements, reservations, exceptions and exclusions consistent with the ownership and development of the Common Areas, FENWICK SECTION IV and for the best interests of the Lot Owners and the ASSOCIATION in order to serve the entire real estate development.

16. Waiver Clause. Except as to the payment of assessments, the ASSOCIATION shall have the power to grant to any owner a waiver, variance or exception of and from any of the provisions of this Declaration, so long as said waiver, variance or exception is approved by the Declarant, if the Declarant, is the owner of any Lots, and so long as said waiver, variance or exception is approved by a majority of the ASSOCIATION Board.

17. General.

17.1 Severance. If any of the provisions of this Declaration or any sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remain Declaration, and the application of any such provisions, paragraph, sentence, phrase or word in any other circumstances shall not be affected thereby.

17.2 Failure to Enforce Not Waiver. No provision contained in this Declaration, the Bylaws, or the ASSOCIATION #1 Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

17.3 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration or exhibits or the intent of any provision hereof.

17.4 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

17.5 Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the PROPERTY and shall inure to the benefit of and be enforceable by the ASSOCIATION, or any member, their respective legal representatives, heirs, successors and assigns.

17.6 Declarant Easement. Declarant has an easement through the Common Areas and Association #1 Common Areas as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights reserved herein.

17.7 Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. The ASSOCIATION and ASSOCIATION #1, or any Owner or Declarant, Declarant has a record interest in PROPERTY, shall have the right to enforce by proceedings, at law or in equity, all restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation; however, with respect to assessment liens and ASSOCIATION Rules, the ASSOCIATION shall have the exclusive right to the enforcement thereof. With respect to assessment liens against ASSOCIATION #1 property, the ASSOCIATION #1 shall have the exclusive right to enforcement thereof. The ASSOCIATION, or any Owner shall also have the right to enforce, by proceedings at law or in equity, the provisions of this Declaration, the By- Laws, and any amendments thereto. A first mortgagee, upon request, will be entitled to written notification from the ASSOCIATION of any default in the performance by the individual Lot Borrower of any obligation under the PROPERTY documents which is not cured within sixty (60) days.

17.8 Attorneys' Fees. In the event an action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event either the ASSOCIATION or ASSOCIATION #1 is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a special assessment with respect to the Lot involved in the action.

17.9 Special Amendment. So long as Declarant owns any lot within Fenwick, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender or purchaser of Mortgage loans, including, for Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make or purchase Mortgage loans on the Lots; (iv) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure Mortgage loans on the Lots; or (v) otherwise necessary to satisfy the requirements of any governmental agency for approval of this Declaration. However, any such amendment shall not adversely affect the title to any Lot unless the affected Owner shall consent hereto in writing. In addition, so long as Declarant owns any portion of the PROPERTY, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

17.10 Approval by the City of Oklahoma City. No amendment of this Declaration pertaining to Common Area, and any road shall be filed by the Declarant unless approval is received from the City of Oklahoma City.

17.11 Future Membership Rights. The right to require or allow membership in the ASSOCIATION and ASSOCIATION #1 shall be the exclusive right of Declarant as set forth in the Owner's Restrictions and Protective Covenants of Fenwick Section 1 and Amendment and Supplement to Owner's Restrictions and Protective Covenants of Fenwick Section 1 respectively, so long as the Declarant owns property in the South one-half of Section 32, T14N, R3W, I.M., Oklahoma City, Oklahoma County, Oklahoma. New Members shall have no cost to

join except the prorata assessment for current year and in no case be required to pay larger assessments than other Members who happened to join earlier.

17.12 Declarant's Right to Ingress and Egress. The Declarant and lot buyers of Declarant, employees, contractors, workers, suppliers and potential customers of Declarant's lot buyers shall have the right of ingress and egress for its purposes at all reasonable times. No lot owner in the PROPERTY or future sections of Fenwick shall be denied reasonable access to his lot.

17.13 Sidewalks and Walkways. All homes in the PROPERTY are required to have sidewalks conforming to the City of Oklahoma City standards and consistent with the other sidewalks in the addition. The sidewalks are the responsibility of the home builder and not the Declarant and will be built before first occupancy of the home.

17.14 Drainage and Emergency Overflow. All small drainage channels, emergency overflow and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority, utility company, Association or Association #1 shall be the property owner's responsibility; and it shall be the responsibility of the owner to a) keep the easements, channels and swells 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 whether they be in easements or contained on the individual property owner's lot and; b) provide continuous maintenance of the improvements in the easements or of the channels or swales and keep the existing drainage patterns in tact; except for the improvements for which a public authority, utility company or Association or Association #1 is responsible and; c) prevent any changes in existing drainage which would adversely affect adjacent property owners in Fenwick Section IV and future Sections of Fenwick Section IV. (This restriction shall be in effect after Builder completes the final grade on the new home.) It is the homeowners' responsibility to maintain drainage on homeowners' site. Homeowner is responsible for and must insure that established drainage patterns are not impeded by landscaping, decking, pools, driveways, walls, etc. This responsibility includes but is not limited to hiring a licensed civil engineer to design a plan that will maintain the established drainage when a pool is installed and it shall be the responsibility of owner to see that the engineer's plan is implemented in such a way as to not adversely impact adjacent property owners. The ASSOCIATION and the ASSOCIATION #1 have or may have obligations to the City of Oklahoma City for, among other things, structures required by the City in connection with City approval of the various plats of Fenwick.

17.15 Exclusion from Membership. Any lands developed for non-residential usage will not be eligible for membership in the ASSOCIATION or ASSOCIATION #1 unless owned by the either association.

17.16 Declarant's Authority to Determine Common Areas. Declarant at its option, may deed property to either the ASSOCIATION or ASSOCIATION #1 solely at the Declarant's discretion.

17.17 Assignment by Declarant. Declarant reserves the right to assign its right and interest to any third party.

18 . NOTICES, DISCLOSURES AND DISCLAIMERS

18.1 Inspection of Association Documents. The Declaration, Certificate of Incorporation, and Bylaws are available for inspection at the offices of the Declarant or the ASSOCIATION.

18.2 Dedication of Common Area by Declarant. Transfer of land to either association by the Declarant shall be at such time and under such conditions as determined in the sole discretion of the Declarant. Common Areas and Association #1 Common Areas and improvements, if any, will not be deeded to either association until the Declarant feels there are an adequate number of owners to support the common areas. Common areas shall not be open to Members until such time as the Declarant determines. Declarant makes no promises or guarantees of any kind as to improvements on the Common Areas or the Association #1 Common Areas, and will make only such improvements as determined by the Declarant. Much of the Commons Areas may be left completely natural by the Declarant.

18.3 Walls. Fences or Enclosures of Property. Fenwick has a masonry wall on Western and part of NW 164th street. However Declarant may construct any future fences, enclosures, or walls with the type of composition and character as the Declarant in its sole discretion determines.

18.4 Lot Owners as Members of Two Associations. Lot Owners shall be members of both the ASSOCIATION and ASSOCIATION #1 per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of ASSOCIATION and ASSOCIATION #1. These two associations are separate and distinct organizations with different certificates of incorporation and by-laws. Each association has the power to make rules and collect assessments from its members.

18.5 NOISES & VIBRATION. A NATURAL GAS COMPRESSION STATION IS LOCATED ON THE WEST SIDE OF PENNSYLVANIA AND ACROSS FROM THE PROPERTY. ACCORDING TO SOME PEOPLE IN THE VICINITY OF THE COMPRESSION STATION, IT CAUSES OFFENSIVE NOISE AND VIBRATION. THERE ARE ALSO OIL WELLS IN THE VICINITY, AND FUTURE WELLS MAY BE DRILLED WHICH MAY CAUSE NOISES WHILE PUMPING UNITS ARE OPERATING.

18.6 Streets and Drives. The streets and drives of Property have not been dedicated to the public and said streets shall be maintained by the Lot Owners within the Property. However, said streets shall always be open to police, fire and other official vehicles of all state, federal, county and city agencies. Every deed within the Property shall clearly acknowledge that said roadway is private and not maintained by the City of Oklahoma City.

18.7 Future Rezoning. The Northeast Corner of the intersection of NW 164th street and Pennsylvania may be rezoned to permit extensive commercial uses such as, but not limited to, groceries stores, shopping centers, office buildings, medical centers, etcetera. For more detailed information of possible uses, see the City of Oklahoma City restriction for C-3 and/or O-3 zoning. By acceptance of a deed, each owner acknowledges and agrees to the rezoning of these two corners to C-3 and/or O-3 zoning.

18.8 This Declaration pertains only to FENWICK SECTION IV and in no way expands the authority of the ASSOCIATION or ASSOCIATION #1 except to expressly authorize and require membership in the ASSOCIATION and ASSOCIATION #1 for Member Owners of FENWICK SECTION IV as further set forth in the Certificate of Incorporation and By-Laws of the corresponding association.

18.9 Sanook, Inc. Right of Ingress and Egress. By Settlement Agreement dated the 20th day of April, 1998 by and between Sanook, Inc., an Oklahoma corporation ("Sanook") and Fenwick, L.L.C., an Oklahoma limited liability company, Sanook shall have a right of ingress and egress in FENWICK SECTION IV via Fenwick Boulevard from Northwest 164th Street, and from Fenwick Boulevard to Northwest 168th Street and from 168th Street to the well location via the turning box and lease road (if any). This right of ingress and egress is for the sole purpose of maintenance and operation of the Harrison Well Location. This right of ingress and egress shall continue in full force and effect for the life of the existing and underlying oil and gas leases. A Private Easement to this effect has been filed of record in Oklahoma County, Oklahoma at Book 7448, Page 1090.

18.10 Easement.

18.10.1 Easement Reserved. The Declarant reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat easements, sewer or other pipe lines, conduits, poles and wires and any other method of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground with the right of access at any time to the same for the purpose of repair and maintenance; that where easements are provided along the rear of the lot or lots, then in that event all sewer and other pipe lines, conduits, poles and wires may be installed under the streets throughout the addition where necessary to carry same across the street.

18.10.2 Easement For Cross Drainage. Every Lot and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of the Property. The declarant reserves for itself, successors, assigns and designees the right to alter drainage flows to allow the development of additional lands in the vicinity of Fenwick Section IV. This right includes, but is not limited to, the right to increase storm water run-off from other land across any lot, or any portion thereof, but not the dwelling thereon. All owners are subject to this easement for cross drainage and are given notice that (a) their ability to use their privately owned property is limited thereby, and (b) their use, enjoyment and marketability of their property can be affected by this provision. By acceptance of a deed, each owner acknowledges and agrees to this easement.

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IN WITNESS WHEREOF, the undersigned executed this Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of FENWICK SECTION IV on this 11th day of December, 1998.

Signed by J.I. (Bud) Bartley, General Manager of FENWICK, L.L.C., an Oklahoma Limited Liability Company. Notarized by Cathy Nickel.

EXHIBIT" A"

Legal Description for Fenwick Section IV
(metes and bounds legal description omitted)

EXHIBIT "B"
Initial Use Restrictions and Rules

The following restrictions shall apply to all of the PROPERTY until such time as they are amended, modified, repealed or limited by rules of the ASSOCIATION adopted pursuant to Section 3 of the Declaration.

1. General. The PROPERTY shall be used only for residential, recreational and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by Declarant to assist in the sale of property described in Exhibit "A," offices for any property manager retained by the ASSOCIATION or ASSOCIATION #1, or business offices for Declarant or the either association) consistent with this Declaration and any Supplemental Declaration.

2. Restricted Activities. The following activities are prohibited within the PROPERTY unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) Parking of any vehicles on public or private streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages; provided, construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area;

(b) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. According to Oklahoma City Ordinances, not more than three dogs may be kept on each lot; dogs and cats must be restricted behind a fence, or on a leash, or in a building at all times; dogs and cats must be annually licensed by the City and annually vaccinated against rabies; dogs and cats must wear immunization and registration tags on the collar or harness at all times. Residents must carry a pick up scooper with them when they are walking their pet for the purpose of picking up the pet's excretion.

(c) Any activity which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots;

(d) Any activity which violates local, state or federal law or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Lot;

(f) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance or nuisance to persons using the Common Area or to the occupants of other Lots;

(g) Outside burning of trash, leaves, debris or other materials, except during the normal course of constructing a dwelling on a Lot;

(h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, exclusively for security purposes;

(i) Use and discharge of firecrackers and other fireworks;

(j) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the PROPERTY, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site;

(k) Accumulation of rubbish, trash, or garbage except between regular pick ups, and then only in approved containers;

(l) Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant, ASSOCIATION, and ASSOCIATION #1 shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent;

(m) No Lot shall be physically split or subdivided into two or more parcels by any means. For the purpose of the preceding sentence, "any means" includes but is not limited to deeds, mortgages or liens, mortgage or lien foreclosures, partition suits or any other means whatsoever. Notwithstanding anything herein contained to the contrary, lot lines may be re-drawn, and lots in FENWICK SECTION IV may be reallocated into a different lot or lots so long as the number of lots in FENWICK SECTION IV is not increased and the redrawing or re-allocation is approved by the Architectural Committee;

(n) Swimming, or other active use of lake within the PROPERTY, except that small water craft and fishing from the shore shall be permitted to draw water from the lake within the PROPERTY for purposes of irrigation and such other purposes as Declarant shall deem desirable. The ASSOCIATION or ASSOCIATION #1 shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams or other bodies of water within or adjacent to the PROPERTY;

(o) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(p) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and ASSOCIATION and ASSOCIATION #1 shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment;

(q) Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for the PROPERTY; (iii) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the PROPERTY; and (iv) the business activity is consistent with the residential character of the PROPERTY and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the PROPERTY, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Leasing of a Lot shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of the PROPERTY or its use of any Lots which it owns within the PROPERTY;

(r) Capturing, trapping of wildlife within the PROPERTY, except in circumstances posing an imminent threat to the safety of persons using the PROPERTY;

(s) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the PROPERTY or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

(t) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot without prior approval pursuant to Section IV;

(u) Operation of motorized vehicles on pathways or trails maintained by the ASSOCIATION or ASSOCIATION #1;

(v) Construction, erection, or placement of any thing, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Section IV of the Declaration. Unless otherwise permitted in the Design Guidelines, this shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers and similar structures; antennas, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; and hedges, walls, dog runs, animal pens, or fences of any kind; and

(w) Use of go-carts and motorized scooters on any portion of the PROPERTY and for any purpose whatsoever.

(x) The construction or maintenance of a billboard or advertising boards or structures on any lot in FENWICK SECTION IV is prohibited. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period; during construction and sales period;

(y) Basketball backboards may be erected at the residences in the Real Estate Development. Each backboard must have a free standing structure supporting it and may not be attached to a house. The supporting structure must be constructed from rust resistant steel and maintained at all times, i.e., supporting structure to be kept completely painted and free of dirt and any marking which gives it an unsightly appearance. The backboard must be constructed from a plastic and/or fiberglass material and must be kept clean and free of any marking which gives it an unsightly appearance. A backboard which is cracked must be removed or replaced immediately. The net must be free of all rips and tears and shall be replaced whenever it becomes unsightly. The rim must be kept painted and free of dirt and any markings which give it an unsightly appearance. The rim must be kept perpendicular to the backboard in a standard basketball installation. No offensive activity is permitted which results from use of the basketball backboard;

(z) No skateboard or bicycle ramps may be constructed in any yard or Common Area;

(aa) No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down or otherwise destroyed without the prior express written consent of the Architectural Committee;

(ab) No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the frontal portion of any lot, unless approved by the Architectural Committee;

3. Prohibited Conditions. The following shall be prohibited within the PROPERTY:

(a) Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the PROPERTY;

(b) Structures, equipment or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair; and

(c) Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the PROPERTY, except the ASSOCIATION and ASSOCIATION #1 shall have the right to draw water from such sources.

4. Leasing of Lots. "Leasing," for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Lot by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within 10 days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, Bylaws, and the Use Restrictions and Rules.

**Declaration of Covenants, Conditions and Restrictions (and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS) OF FENWICK SECTION 5
A part of the South One-Half of Section 32, T14N, R3WIM,
Oklahoma City, Oklahoma County, Oklahoma**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, FENWJCK, L.L.C., An Oklahoma limited liability company, hereafter referred to as the "Declarant," is the owner of the land platted as FENWICK SECTION 5; and

WHEREAS, Declarant desires to submit the land and improvements constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, Sections 851-855, as amended).

NOW, THEREFORE, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the conditions, covenants, and restrictions herein set forth to be established upon the recording hereof, in accordance with and subject to the provisions of the Oklahoma Real Estate Development Act, and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land herein described and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any person thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Definitions. Unless the context shall expressly provide otherwise:

1.1 "ASSOCIATION means the FENWICK HOMEOWNERS ASSOCIATION, an Oklahoma non-profit corporation, its Successors and assigns, the Bylaws of which shall govern the administration of the ASSOCIATION the Members of which shall be all of the owners of Lots in FENWICK SECTION 5 per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and Bylaws of FENWICK HOMEOWNERS ASSOCIATION in addition to other lots within Fenwick.

1.2 "ASSOCIATION #1" means the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1, its successors and assigns, the By-Laws of which shall govern the administration of the ASSOCIATION #1, the Members of which shall be all of the owners of Lots in FENWICK SECTION 5 per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1, in addition to other lots within Fenwick.

1.3 "Association #1 Common Area" means all real and personal property which ASSOCIATION #1 now or hereafter owns, leases, or otherwise holds possessor or use rights in for the common use and enjoyment of the Owners. The term may or shall include without limitation, streets, drainage ways, and gated entry ways as shown on the various Plats involved.

1.4 "Association #1 Common Expenses" means and includes expenses for maintenance, replacement, repair, operation, improvements, management and administration, and expenses declared ASSOCIATION #1 Common Expenses by the provisions of this Declaration and the Bylaws of the ASSOCIATION #1.

1.5 "Board of Directors" or "Board": The body responsible for administration of the ASSOCIATION.

1.6 "By-Laws" means the By-Laws of FENWICK HOMEOWNERS ASSOCIATION.

1.7 "Building" means one or more of the building improvements lying within the real estate described on Exhibit "A."

1.8 "Common Area" means all real and personal property which FENWICK HOMEOWNERS ASSOCIATION now or hereafter owns, leases, or otherwise holds possessor or use rights in for the common use and enjoyment of the Owners. The term may or shall include without limitation, recreational facilities, entry features, signage, landscaped medians, lakes, wetlands, hiking, walking, and bicycle trails, as shown on the Plat

FENWICK SECTION 1, FENWICK SECTION 2, FENWICK SECTION 3, FENWICK SECTION IV, FENWICK SECTION 5, and common areas A and B of FENWICK GARDEN VILLAGE SECTION 1, or any other property conveyed to FENWICK HOMEOWNERS ASSOCIATION by Declarant at some date in the future.

1.9 "Common Expenses" means and includes expenses for maintenance, replacement, repair, operation, improvements, management and administration, and expenses declared common expenses by the provisions of this Declaration and the By-Laws of the FENWICK HOMEOWNERS ASSOCIATION.

1.10 "Declarant": means FENWICK, L.L.C. an Oklahoma limited liability company, or any successor, successor-in-title, or assignee of Fenwick, L.L.C., who has or takes title to any portion of the property described in Exhibit "A" for the purpose of development and/or resale in the ordinary course of business and who is designated as Declarant in an instrument executed by the immediately preceding Declarant and recorded in the Official Records.

1.11 "Declaration" means the Declaration of Covenants, Conditions, Restrictions, and Notice, Disclosure & Disclaimer to Future Buyers of FENWICK SECTION 5.

1.12 "Design Guidelines": Architectural, design, development, and other guidelines, standards, controls, and procedures including, but not limited to, application and review procedures, adopted and administered, as they may be amended, pursuant to Section 4.

1.13 "Fenwick" means the real property previously owned or owned now by Declarant in the South one-half of Section 32, T14N, R3W, I.M., Oklahoma City, Oklahoma County, Oklahoma, which Declarant elects to be included in the development. The development includes FENWICK SECTION 5 plus other areas which are separate from FENWICK SECTIONS. (Some areas have public streets and different types of housing and different lot sizes and parts of have private streets which are for the exclusive benefit of homeowners in their private street sections of Fenwick.)

1.14 "Lot" means a portion of the Property described as Fenwick Section 5 designated for separate ownership, the boundaries of which are the lot lines as shown on the recorded plat of the real estate described on Exhibit "A" and any subsequent additions of Fenwick Section 5 as they are platted.

1.15 "Managing Agent" means that entity contracted or employed to manage and conduct day to day operations, duties and obligations of the ASSOCIATION.

1.16 "Member" means a person entitled to membership to the ASSOCIATION and the ASSOCIATION #1. Every Owner of a Lot shall be entitled to membership in the ASSOCIATION and ASSOCIATION #1 per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of ASSOCIATION and ASSOCIATION #1.

1.17 "Owner" means a person or persons, firm, corporation, partnership, trust, association or other legal entity, or any combination thereof, who owns one or more Lots within FENWICK SECTION 5.

1.18 "Person" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.

1.19 "PROPERTY" or "FENWICK SECTION 5": means the real property described herein as FENWICK SECTION 5.

1.20 "Rules" shall mean the Rules and Regulations adopted by the ASSOCIATION as amended from time to time.

1.21 "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of each neighboring property at an elevation of no greater than the elevation of the base of the object being viewed.

2. Limitations to Property Rights.

2.1 Owner's Nonexclusive Easement of Enjoyment: Limitations. It was previously contemplated in the Owner's Restrictions and Protective Covenants of Fenwick Section 1 filed at the Office of the Oklahoma County Clerk at Book 6932, Pages 1634-1639 and amended by Amendment and Supplement to Owner's Restrictions and Protective Covenants of Fenwick Section 1" recorded in Book 6974, Pages 672 and 673, that future sections would be joined as members of FENWICK HOMEOWNERS ASSOCIATION for the maintenance, upkeep, improvement, assessment and administration of the Common Areas owned by FENWICK HOMEOWNERS ASSOCIATION by meeting the following criteria as set forth in the Owner's Restrictions and Protective Covenants of Fenwick Section 1: First, the Declarant must require membership in Fenwick Homeowners Association by filing a restrictive covenant for the property in question; Second, the property in question must be located within the property defined in the Owner's Restrictions and Protective Covenants of Fenwick Section 1; Third, that every person or persons who become owner of a fee interest in and to a Lot within Real Estate Development known as and as delineated in Exhibit "A" of the document filed as Owner's Restrictions and Protective Covenants of Fenwick Section 1 shall become a member of the FENWICK HOMEOWNERS ASSOCIATION as set forth in the Owner's Restrictions and Protective Covenants of Fenwick Section 1 and then henceforth permanently (regardless the number of owners: one Lot, one vote); Finally, the property shall be subject to the Certificate of Incorporation and By-Laws of FENWICK HOMEOWNERS ASSOCIATION, and the rules and regulations duly enacted by the Board of Directors of the FENWICK HOMEOWNERS ASSOCIATION. Membership in FENWICK HOMEOWNERS ASSOCIATION is a right and an obligation of ownership. First by filing this Declaration, Declarant now requires membership in the FENWICK HOMEOWNERS ASSOCIATION. Second, Fenwick Section 5 is located within the property defined in the Owner's Restrictions and Protective Covenants of Fenwick Section 1. Third, this Declaration requires that every person or persons who become owners of a fee interest in and to a Lot within Fenwick Section 5 shall become a member of the FENWICK HOMEOWNERS ASSOCIATION as set forth in the Owner's Restrictions and Protective Covenants of Fenwick Section 1 and further expanded in the Certificate of Incorporation and Bylaws of FENWICK HOMEOWNERS ASSOCIATION, and the rules and regulations duly enacted by the Board of Directors of FENWICK HOMEOWNERS ASSOCIATION.

2.2 Owner's Nonexclusive Easement of Enjoyment: Limitations. It was also previously contemplated in the Amendment and Supplement To Owner's Restrictions and Protective Covenants of Fenwick Section 1 filed at the Office of the Oklahoma County Clerk at Book 6974 and Page 672-673 that future additions would be joined as members of FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 for the upkeep and maintenance of streets and drainage ways on land deeded to Fenwick Streets and Drainage Ways Maintenance Homeowners Association #1 and control of access to Fenwick Section 1 and other areas designated by Declarant, through gates built and maintained by the ASSOCIATION #1 subject to the Certificate of Incorporation and By-Laws of FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 if the following conditions are met: First, the Declarant must require membership in FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 by filing a restrictive covenant for the property in question; Second, the property in question must be located within the property defined in the Owner's Restrictions and Protective Covenants of Fenwick Section 1; Third, that every person or persons who become owner of a fee interest in and to a Lot within Real Estate Development as described in Exhibit "A" shall automatically become a member of the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 at such time as a borne is constructed and first occupied as a residence and then henceforth permanently (regardless the number of owners: one Lot, one vote); Finally, the property shall be subject to the Certificate of Incorporation and By-Laws of FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1, and the rules and regulations duly enacted by the Board of Directors of the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1.

First by filing this Declaration, Declarant now requires membership in the FEN WICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1. Second, Fenwick Section 5 is located within the property defined in Owners Restrictions and Protective Covenants of Fenwick Section 1. Third, this Declaration requires that every person or persons who become owners of a fee interest in and to a Lot within Fenwick Section 5 shall automatically become a member of the FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 at such time as a home is constructed and first occupied as a residence and then henceforth permanently. Finally, the property shall be subject to the Certificate of Incorporation and By-Laws of FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION # 1, and the rules and regulations duly enacted by the Board of Directors of FEN WICK STREETS AND DRAINAGE WAYS MAJNTENANCE HOMEOWNERS ASSOCIATION #1.

2.3 ASSOCIATION and ASSOCIATION #1 as Separate Entities. FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1 is a separate association from FENWICK HOMEOWNERS ASSOCIATION and Owners within the FENWICK SECTION 5 will likely owe dues to both associations as set forth in the Owner's Restrictions and Protective Covenants of Fenwick Section 1, the Certificate of Incorporation and By-Laws of FENWICK HOMEOWNERS ASSOCIATION, and the Certificate of Incorporation and By-Laws of FENWICK STREETS AND DRAINAGE WAYS MAINTENANCE HOMEOWNERS ASSOCIATION #1.

3. Use and Conduct. After the initial sale or transfer of a Lot or Lots by Declarant, all such Lots shall thereafter be used and occupied only for single family residence purposes by the Owner, by the Owner's family, the Owner's tenants or the Owner's guest.

3.1 Regulation. Declarant has established a general plan of development for the PROPERTY to enhance all Owners' quality of life and collective interests and the aesthetics and environment within PROPERTY and to engender a pride of place and sense of community property. To accomplish this objective, the PROPERTY is subject to the land development, architectural, and design provisions set forth in Section 4, the other provisions of this Declaration governing individual conduct and use of or actions upon the PROPERTY, and the guidelines, rules and restrictions promulgated pursuant to this Section, all of which establish affirmative and negative covenants, easements, and restrictions on FENWICK SECTION 5. Notwithstanding the above, with respect to rules and regulations promulgated pursuant to this Section, the Board and the Members shall have the ability, in the manner set forth below, to respond to changes in circumstances, conditions, needs, and desires within the Community. All provisions of this Declaration and any association rules shall apply to all Persons on the PROPERTY. The lessee and all occupants of leased residence shall be bound by the terms of the Governing Documents, whether or not the lease so provides. All Owners shall be responsible for insuring a provision in any lease informing the lessee and all occupants of the residence of all applicable rules and use restrictions affecting the Lot or the Common Area.

3.2 Rule Making Authority.

3.2.1 Subject to the terms of this Section and in accordance with its duty of care and undivided loyalty to the ASSOCIATION and its Members, the Board may adopt rules which modify, cancel, limit, create exceptions to, or expand the initial Use Restrictions set forth in Exhibit "13." The Board shall send notice by mail to all Owners concerning any such proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. Any such rules shall become effective after compliance with Section 3.2.2.

3.2.2 At least thirty (30) days prior to the effective date of any action under Sections 3.2.1 or 3.2.2, the Board shall send a copy of the rule to each Owner specifying the effective date of such rule. The ASSOCIATION shall provide, without cost, a copy of the Use Restrictions and rules then in effect to any requesting Member or Mortgagee.

3.2.3 In the event of a conflict between the Design Guidelines and the Use Restrictions, the Design Guidelines shall control.

3.2.4 Procedures required under this Section shall not apply to enactment and enforcement of administrative rules and regulations governing use of the Common Area unless the Board chooses in its discretion to submit to such procedures. Examples of such administrative rules and regulations shall include, but not be limited to, hours of operation of a recreational facility, speed limits on private roads, and the method of allocating or reserving use of a facility (if permitted) by particular individuals at particular times. The Board shall exercise business judgment in the enactment, amendment, and enforcement of such administrative rules and regulations.

3.3 Owners' Acknowledgment. All Owners are subject to the Use Restrictions and are given notice that (a) their ability to use their privately owned property is limited thereby, and (b) the Board and/or the Members may add, delete, modify, create exceptions to, or amend the Use Restrictions. By acceptance of a deed, each Owner acknowledges and agrees that the use and enjoyment and marketability of his or her property can be affected by this provision and that the Use Restrictions and rules may change from time to time.

3.4 Protection of Owners. Except as may be specifically set forth in the initial Use Restrictions, neither the Board nor the Members may adopt any rule in violation of the following provisions:

3.4.1 Similar Treatment. Similarly situated Owners and occupants shall be treated similarly.

3.4.2 Speech. The rights of Owners and occupants to display on their Lot political signs and symbols of the kinds normally displayed in or outside residences located in single-family residential neighborhoods in individually owned property shall not be abridged, except that the ASSOCIATION may adopt reasonable time, place, and manner restrictions regulating signs and symbols which are visible from outside the Lot. This Declaration and any Rules adopted by the Board shall not be construed to supersede or limit applicable governmental ordinances regulating signs or symbols on Lots.

3.4.3 Religious and Holiday Displays. The rights of Owners and occupants to display religious and holiday signs, symbols, and decorations on their Lots of the kinds customarily displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the ASSOCIATION may adopt reasonable time, place, and manner restrictions regulating display which may be visible from outside the Lot.

3.4.4 Assembly. The rights of Owners and occupants to assemble on such portions of the Common Areas as are designated by the Board from time to time shall not be eliminated, provided, however, the Board may adopt reasonable from, place, and other restrictions on assembly. At no time shall Common Area be construed as a place of public assembly.

3.4.5 Household Composition. No rule shall interfere with the freedom of occupants of Lot to determine the composition of their households, except that the ASSOCIATION shall have the power to require that all occupants be Members of a single housekeeping unit and to limit the total number of occupants permitted in each residence on the basis of the size and facilities of the residence and its fair share use of the Common Area, provided that such limits shall not be less restrictive than applicable governmental codes or ordinances in establishing the total number of occupants

3.4.6 Activities Within Dwellings. No rule shall interfere with activities carried on within the confines of dwellings, except that the ASSOCIATION may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the ASSOCIATION or other Owners, that create a danger to the health or safety of occupants of other dwellings, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

3.4.7 Alienation. No rule shall prohibit leasing or transferring any Lot, or require consent of the ASSOCIATION or Board for leasing or transferring any Lot; provided, the ASSOCIATION or the Board may require a minimum lease term of up to twelve (12) months. The ASSOCIATION may require that Owners use lease forms approved by the ASSOCIATION. Unless otherwise specifically set forth in the Declaration, the ASSOCIATION shall not impose any fee on the lease or transfer of any Lot greater than an amount reasonably based on the costs to the ASSOCIATION of its costs to administer that lease or transfer.

3.4.8 Abridging Existing Rights. Any rule which would require Owners to dispose of personal property being kept on the PROPERTY shall apply prospectively only and shall not require removal of any property which was being kept on the PROPERTY prior to the adoption of such rule and which was in compliance with all rules in force at such time unless otherwise required to be removed by law. Notwithstanding the above, the rights conferred under this subsection are for the benefit of affected Owners only and shall not be transferable or run with title to any Lot within Fenwick Section 5.

3.4.9 Application of Rules. No rule shall be applied retroactively except as otherwise required by law.

The limitations in this Section shall apply to rules only; they shall not apply to amendments to this Declaration adopted in accordance with Section 10.

4. Architecture and Landscaping

4.1 General Requirement for Prior Approval. No structure shall be placed, erected, or installed on any portion of the PROPERTY, no alterations of or additions to the existing landscaping, and no improvements (including staking, clearing, excavation, grading, and other site work, and exterior alteration of existing improvements) shall take place within the PROPERTY except in compliance with this Section and the Design Guidelines promulgated pursuant to Section 4.3. In addition to the construction of dwellings and other Buildings, it is specifically intended that placement or posting of other structures (e.g. fences, signs, antennae and satellite dishes, clotheslines, playground equipment, basketball hoops, pools, propane and other fuel tanks or devices (other than portable gas grills), lighting, temporary structures, solar devices, and artificial vegetation) on the exterior of any Lot or other portion of the PROPERTY shall be regulated by this Declaration and the Design Guidelines and require the approval of the appropriate Reviewer under Section 4.3. Modifications to the interior of specified porches, patios, and similar portions of a Lot visible from outside the structures On the Lot shall be subject to this Section. No approval shall be required to repaint the exterior of a structure in accordance with the ordinarily approved color scheme. This Section shall not apply to Declarant's activities nor to improvements to the Common Area by or on behalf of the ASSOCIATION. This Section shall not apply to activities of the City of Oklahoma City, Oklahoma performed on property owned by the City and used for public purposes so long as the City complies with the separate deed restrictions applicable to such property, if any. This Section may not be amended without Declarant's written consent so long as Declarant owns any portion of the PROPERTY or any land subject to annexation to this Declaration.

4.2 Architectural Review. The committee in charge of architectural review ("the Architectural Committee") shall be composed of three (3) or more natural persons. As long as the Declarant owns any Lots within the PROPERTY, the Architectural Committee shall be composed of Bud Bartley, Cheryl Fincher, and Sherry Hamilton, or such persons as Declarant elects. The affirmative vote of a majority of the members of the Architectural Committee (which shall be the required quorum of the Committee) shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in the By-Laws. Upon the sale of the Declarant's final Lot within the PROPERTY, or earlier solely at Declarant's option, the Board shall appoint the members of the Architectural Committee, and such persons shall serve at the pleasure of the Board.

4.2.1 Fees; Assistance. For purposes of this Section, the entity having jurisdiction in a particular case shall be referred to as the "Reviewer," including the Architectural Committee. The Reviewer may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. Declarant and the ASSOCIATION may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the ASSOCIATION's annual operating budget as a Common Expense.

4.3 Guidelines and Procedures.

4.3.1 Design Guidelines. Declarant has prepared or shall prepare the initial design guidelines ("the Design Guidelines") which shall apply to construction and landscaping activities within the PROPERTY, as provided in Section 4.2. The Design Guidelines are intended to provide guidance to Owners regarding matters of particular concern in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the Reviewer, and compliance with the Design Guidelines does not guarantee approval of any application.

As long as it owns any portion of the PROPERTY, Declarant shall have sole authority to amend the Design Guidelines from time to time in its discretion. Thereafter, the Architectural Committee shall have authority to amend the Design Guidelines, with the Board's consent. Amendments to the Design Guidelines shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation of the scope of amendments to the Design Guidelines; Declarant is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines more or less restrictive in whole or in part.

The ASSOCIATION shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the PROPERTY, and all such Persons shall conduct their activities in accordance with such Design Guidelines. In Declarant's discretion the Design Guidelines may be recorded in the Official Records, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

All structures and improvements constructed upon a Lot shall be Constructed in strict compliance with the Design Guidelines in effect at the time the plans of such improvements are submitted to the Reviewer, unless the Reviewer has granted a variance in writing pursuant to Section 4.5. So long as the Reviewer has acted in good faith, its findings and conclusions with respect to appropriateness of applicability of, or compliance with the Design Guidelines and this Declaration shall be final.

4.3.2 Procedures. Prior to commencing any activity within the scope of Section 4.2, an Owner shall submit an application for approval of the proposed work to the Reviewer with a copy to Declarant if Declarant is not the Reviewer. Such application shall be in the form required by the Reviewer and shall include plans and specifications ("Plans") showing site layout, structures design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, litigation, fencing, utility facilities layout and screening and/or fencing therefore, and other features of proposed construction as required by the Design Guidelines and as applicable. The Reviewer may require submission of such additional information as it deems necessary to consider any application.

In reviewing each submission, the Reviewer may consider whatever reasonable factors it deems relevant, including, but not limited to, visual and environmental impact, natural plans and finish grade elevation, harmony of external design with surrounding structures and environment and architectural merit. Decisions may be based purely on aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

Approval by the Reviewer shall be required prior to Pursuing or gaining any required approval from the local governing bodies. The Reviewer shall not require permits or other approvals by local government entities other than those issued by such entities in the usual course of business.

The Reviewer shall, within the period specified in the Design Guidelines, advise the party submitting the same, in writing, at an address specified by such party at the time of submission of (i) approval of Plans, or (ii) segments or features of the Plans which are deemed by such committee to be inconsistent or not in conformity with this Declaration and/or the Design Guidelines, the reasons for such finding, and suggestions for curing such objections. In the event the Reviewer fails to advise the submitting party by written notice within the period specified in the Design Guidelines of either the approval or disapproval and suggestions for curing objections, approval shall be deemed to have been given. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the submitting party

If construction does not commence on a project for which Plans have been approved within one hundred twenty (120) days of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the Plans to the Reviewer for reconsideration. If construction is not completed on a project for which Plans have been approved within the period set forth in the Design Guidelines or in the approval, such approval shall be deemed withdrawn, and such incomplete construction shall be deemed to be in violation of this Section.

4.4 No Waiver of Future Approvals. Each Owner acknowledges that the Reviewer will change from time to time and that interpretation, application and enforcement of the Design Guidelines may vary accordingly. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval. Should the Reviewer permit nonconforming improvements through hardship or error, it shall not be construed as a waiver of future enforcement rights or permission for future noncompliance.

4.5 Variances. The Reviewer may authorize variances in writing from its guidelines and procedures but only: (a) in accordance with duly adopted rules and regulations, (b) when unique circumstances dictate, such as unusual topography, natural obstructions, hardship or aesthetic or environmental considerations, and (c) when construction in accordance with the variance would be consistent with the purposes of the Declaration and compatible with existing and anticipated uses of adjoining property. Inability to obtain or the terms of any governmental approval or the terms of any financing shall not be considered a hardship warranting a variance. Notwithstanding the above, the Reviewer may not authorize variances without the written consent of Declarant, as long as it owns any portion of the PROPERTY.

4.6 Limitation of Liability. Review and approval of any application pursuant to this Section is made on the basis of aesthetic considerations only, and Declarant, the ASSOCIATION, the Board, the Architectural Committee, or any member of the foregoing, shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications or for ensuring compliance with building codes and other governmental requirements. Declarant, the ASSOCIATION the Board, the Architectural Committee, or any member of any of the foregoing shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the Architectural Committee, its members. Declarant, and the Board shall be defended and indemnified by the ASSOCIATION as provided in the Bylaws.

4.7 Enforcement. All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. The ASSOCIATION shall be primarily responsible for enforcement of this Section. If, however, in Declarant's discretion, the ASSOCIATION fails to take appropriate enforcement action within a reasonable time portion, Declarant, for so long as it owns any portion of the PROPERTY shall be authorized to exercise any enforcement rights which could have been exercised by the ASSOCIATION.

5. Easements for Encroachments. If any portion of, or improvements on the Common Areas encroaches upon a Lot or Lots, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist, regardless of whether such easement is shown on the recorded plat. If any portion of a Lot encroaches upon the Common Areas, or upon an adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of same, as long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Areas or on the Lots.

6. Administration and Management; Mandatory Membership. The administration and management of the PROPERTY shall be governed by the Declaration and the By-Laws of the ASSOCIATION and ASSOCIATION #1. The ASSOCIATION shall be governed by the Board as provided in the Certificate of Incorporation and Bylaws of the ASSOCIATION. The administration and management of the Common Areas shall be governed by the Owner's Restrictions and Protective Covenants of Fenwick Section 1, the Amendment and Supplement to Owner's Restrictions and Protective Covenants of Fenwick Section 1, the Certificate of Incorporation and By-Laws of the ASSOCIATION. The Association #1 Common Areas shall be governed by the Owner's Restrictions and Protective Covenants of Fenwick Section 1, the Amendment and Supplement to Owner's Restrictions and Protective Covenants of Fenwick Section 1, the Certificate of Incorporation and By-Laws of the ASSOCIATION #1. The ASSOCIATION #1 shall be governed by a Board of Directors as provided in the Certificate of Incorporation and By-Laws of the ASSOCIATION #1. An Owner of a Lot shall mandatorily become a Member of the ASSOCIATION and ASSOCIATION #1 per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of ASSOCIATION and ASSOCIATION #1. The ASSOCIATION and ASSOCIATION #1 may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed compensation.

7. Owner's Maintenance Responsibility of Lot. For purposes of maintenance, repair, alteration and remodeling, an Owner shall be deemed to be responsible for all portions, whether interior or exterior, of the Lot and its improvements, and for maintenance and upkeep of the Lot in a presentable condition, as determined by the Architectural Committee, or the Architectural Committee may, at its discretion, mow said Lot, maintain improvements thereon, trim trees, and remove trash or debris, the cost of which shall be borne by the Owner.

8. Records: Inspection by Owners and Mortgagees.

8.1 Retention. The ASSOCIATION Board shall keep or cause to be kept current certified copies of the recorded Declaration, the executed By-Laws, and the books and records with detailed accounts of the receipts and expenditures affecting the ASSOCIATION and its administration. The records so kept shall be available for inspection by all Owners, lenders, and the holders, insurers, and guarantors of first mortgages at convenient hours on working days or under other reasonable circumstances.

9. Compliance with Provisions of Declaration, Bylaws and Rules and Regulations. Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws of the ASSOCIATION, By-Laws of the ASSOCIATION #1, and the rules, regulations, Design Guidelines, decisions and resolutions of the ASSOCIATION and ASSOCIATION #1 adopted pursuant thereto as the same may be lawfully amended from time to time. Failure

and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorneys' fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Managing Agent or Board of Directors in the name of the ASSOCIATION or ASSOCIATION #1 on behalf of the Owners or, in a proper case, by an aggrieved Owner.

10. Revocation or Amendment to Declaration: Amendment of Undivided Interest in Common Areas. This Declaration shall not be revoked unless all of the Members a unanimously consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of Sixty-Six percent (66%), or more, of the votes cast consent and agree to such amendment by instrument(s) duly recorded. This document shall not be amended or revoked without approval of the Declarant so long as Declarant owns any lot in the PROPERTY or any lots in any future sections of Fenwick. However, Declarant may amend this Declaration at anytime, subject to limitations set forth in paragraphs 17.9 and 17.10 below.

11. Assessment for Common Expenses.

11.1 Obligation to Pay Pro-rata Share. All Member owners of Lots shall be obligated to equally pay the assessments, either estimated or actual, imposed by the Board of the ASSOCIATION to meet the Common Expenses as further set forth in the Certificate of Incorporation and By-Laws of the ASSOCIATION.

12. Assessment for ASSOCIATION #1 Common Expenses.

12.1 Obligation to Pay Pro-rata Share. All Owners of Lots shall be obligated to equally pay the assessments, either estimated or actual, imposed by the Board of Directors of ASSOCIATION #1 to meet the ASSOCIATION #1 Common Expenses as further set forth in the Certificate of Incorporation and By-Laws of the ASSOCIATION #1.

13. Owner's Personal Obligation for Payment of Assessments.

13.1 Non-Exemption From Payment. The amount of Common Expenses and ASSOCIATION #1 Common Expenses assessed against each Lot shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from liability for his contribution toward the Common Expenses or ASSOCIATION #1 Common Expenses by waiver of the use of enjoyment of any of the Common Areas or Association #1 Common Areas, or by abandonment of his Lot.

13.2 Unsold Lot Assessments. Declarant shall not be responsible for payment of assessments for any Lots in which title is held by Declarant and no assessments shall be paid on any lot until a home is first occupied.

13.3 Reserves and Working Capital. The ASSOCIATION and ASSOCIATION #1 shall have the right to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas and Association #1 Common Areas which the ASSOCIATION or ASSOCIATION #1 may be obligated to maintain as further set forth in the respective associations Certificate of Incorporation and By-Laws.

14. Period of Ownership. FENWICK SECTION 5 created by this Declaration shall continue until this Declaration is revoked in the manner as is provided for in this Declaration.

15. General Reservations. Declarant reserves the right to establish within the Common Areas future easements, reservations, exceptions and exclusions consistent with the ownership and development of the Common Areas, FENWICK SECTION 5 and for the best interests of the Lot Owners and the ASSOCIATION in order to serve the entire real estate development.

16. Waiver Clause. Except as to the payment of assessments, the ASSOCIATION shall have the power to grant to any Owner a waiver, variance or exception of and from any of the provisions of this Declaration, so long as said waiver, variance or exception is approved by the Declarant, if the Declarant is the owner of any Lots, and so long as said waiver, variance or exception is approved by a majority of the ASSOCIATION Board.

17. General.

17.1 Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

17.2 Failure to Enforce Not Waiver. No provision contained in this Declaration, the Bylaws, or the ASSOCIATION #1 By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number violations or breaches which may occur.

17.3 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration or exhibits or the intent of any provision hereof.

17.4 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

17.5 Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the PROPERTY and shall inure to the benefit of and be enforceable by the ASSOCIATION, or any member, their respective legal representatives, heirs, successors and assigns.

17.6 Declarant Easement. Declarant has an easement through the Common Areas and Association #1 Common Areas as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights reserved herein.

17.7 Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. The ASSOCIATION and ASSOCIATION #1, or any Owner or Declarant, so long as Declarant has a record interest in PROPERTY, shall have the right to enforce by proceedings, at law or in equity, all restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation; however, with respect to assessment liens and ASSOCIATION Rules, the ASSOCIATION shall have the exclusive right to the enforcement thereof. With respect to assessment liens against ASSOCIATION #1 property, the ASSOCIATION #1 shall have the exclusive right to enforcement thereof. The ASSOCIATION, or any Owner shall also have the right to enforce, by proceedings at law or in equity, the provisions of this Declaration, the Bylaws, and any amendments thereto. A first mortgagee, upon request, will be entitled to written notification from the ASSOCIATION of any default in the performance by the individual Lot Borrower of any obligation under the PROPERTY documents which is not cured within sixty (60) days.

17.8 Attorneys' Fees. In the event an action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event either the ASSOCIATION or ASSOCIATION #1 is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a special assessment with respect to the Lot involved in the action.

17.9 Special Amendment. So long as Declarant owns any lot within Fenwick, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make or purchase Mortgage loans on the Lots; (iv) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure Mortgage loans on the Lots; or (v) otherwise necessary to satisfy the requirements of any governmental agency for approval of this Declaration. However, any such amendment shall not adversely affect the title to any Lot unless the affected Owner shall consent hereto in writing. In addition, so long as Declarant owns any portion of the PROPERTY, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

17.10 Approval by the City of Oklahoma City. No amendment of this Declaration pertaining to Common Area, and any road shall be filed by the Declarant unless approval is received from the City of Oklahoma City.

17.11 Future Membership Rights. The right to require or allow membership in the ASSOCIATION and ASSOCIATION #1 shall be the exclusive right of Declarant as set forth in the Owner's Restrictions and Protective Covenants of Fenwick Section 1 and Amendment and Supplement to Owner's Restrictions and Protective Covenants of Fenwick Section 1 respectively, so long as the Declarant owns property in the South one-half of Section 32, T 14N, R3WIM., Oklahoma City, Oklahoma County, Oklahoma. New Members shall have no cost to join except the prorata assessment for current year and in no case be required to pay larger assessments than other Members who happened to join earlier.

17.12 Declarant's Right to Ingress and Egress. The Declarant and lot buyers of Declarant, employees, contractors, workers, suppliers and potential customers of Declarant 's lot buyers shall have the right of ingress and egress for its purposes at all reasonable times. No lot owner in the PROPERTY or future sections of Fenwick shall be denied reasonable access to his lot.

17.13 Sidewalks and Walkways. All homes in the PROPERTY are required to have sidewalks conforming to the City of Oklahoma City standards and consistent with the other sidewalks in the addition. The sidewalks are the responsibility of the home builder and not the Declarant and will be built before first occupancy of the home.

17. 14 Drainage and Emergency Overflow. All small drainage channels, emergency overflow and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority, utility company, Association or Association #1 shall be the property owner's responsibility; and it shall be the responsibility of the owner to a) keep the easements, channels and swells 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 whether they be in easements or contained on the individual property owner's lot and; b) provide continuous maintenance of the improvements in the easements or of the channels or swales and keep the existing drainage patterns in tact; except for the improvements for which a public authority, utility company or Association or Association #1 is responsible and; c) prevent any changes in existing drainage which would adversely affect adjacent property owners in Fenwick Section 5 and future Sections of Fenwick Section 5. (This restriction shall be in effect after Builder completes the final grade on the new home.) It is the homeowners' responsibility to maintain drainage on homeowners' site. Homeowner is responsible for and must insure that established drainage patterns are not impeded by landscaping, decking, pools, driveways, walls, etc. This responsibility includes but is not limited to hiring a licensed civil engineer to design a plan that will maintain the established drainage when a pool is installed and it shall be the responsibility of owner to see that the engineer's plan is implemented in such a way as to not adversely impact adjacent property owners. The ASSOCIATION and the ASSOCIATION #1 have or may have obligations to the City of Oklahoma City for, among other things, various drainage structures required by the City in connection with City approval of the various plats of Fenwick.

17.15 Exclusion from Membership. Any lands developed for non-residential usage will not be eligible for membership in the ASSOCIATION or ASSOCIATION #1 unless owned by the either association.

17.16 Declarant's Authority to Determine Common Areas. Declarant at its option, may deed property to either the ASSOCIATION or ASSOCIATION #1 solely at the Declarant's discretion.

17.17 Assignment by Declarant. Declarant reserves the right to assign its right and interest to any third party.

18. NOTICES, DISCLOSURES AND DISCLAIMERS

18. 1 Inspection of Association Documents. The Declaration, Certificate of Incorporation, and By-Laws are available for inspection at the offices of the Declarant or the ASSOCIATION.

18.2 Dedication of Common Area by Declarant. Transfer of land to either association by the Declarant shall be at such time and under such conditions as determined in the sole discretion of the Declarant. Common Areas and Association #1 Common Areas and improvements, if any, will not be deeded to either association until the Declarant feels there are an adequate number of owners to support the common areas. Common areas shall not be open to Members until such time as the Declarant determines. Declarant makes no promises or guarantees of any kind as to improvements on the Common Areas or the Association #1 Common Areas, and will make only such improvements as determined by the Declarant. Much of the Commons Areas may be left completely natural by the Declarant.

18.3 Walls, Fences, or Enclosures of Property. Fenwick has a masonry wall on Western and part of NW 164th street. However Declarant may construct any future fences, enclosures, or walls with the type of composition and character as the Declarant in its sole discretion determines.

18.4 Lot Owners as Members of Two Associations Lot Owners shall be members of both the ASSOCIATION and ASSOCIATION #1 per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of ASSOCIATION and ASSOCIATION #1. These two associations are separate and distinct organizations with different certificates of incorporation and By-Laws. Each association has the power to make rules and collect assessments from its members.

18.5 NOISES & VIBRATION. A NATURAL GAS COMPRESSION STATION IS LOCATED ON THE WEST SIDE OF PENNSYLVANIA AND ACROSS FROM THE PROPERTY. ACCORDING TO SOME PEOPLE IN THE VICINITY OF THE COMPRESSION STATION, IT CAUSES OFFENSIVE NOISE AND VIBRATION. THERE ARE ALSO OIL WELLS IN THE VICINITY, AND FUTURE WELLS MAY BE DRILLED WHICH MAY CAUSE NOISES WHILE PUMPING UNITS ARE OPERATING.

18.6 Streets and Drives. The streets and drives of Property have not been dedicated to the public and said streets shall be maintained by the Lot Owners within the Property. However, said streets shall always be open to police, fire and other official vehicles of all state, federal, county and city agencies. Every deed within the Property shall clearly acknowledge that said roadway is private and not maintained by the City of Oklahoma City.

18.7 Future Rezoning. The Northeast Corner of the intersection of NW 164th street and Pennsylvania may be rezoned to permit extensive commercial uses such as, but not limited to, groceries stores, shopping centers, office buildings, medical centers, etcetera. For more detailed information of possible uses, see the City of Oklahoma City restriction for C-3 and/or O-3 zoning. By acceptance of a deed, each owner acknowledges and agrees to the rezoning of these two corners to C-3 and/or O-3 zoning.

18.8 This Declaration pertains only to FENWICK SECTION 5 and in no way expands the authority of the ASSOCIATION or ASSOCIATION #1 except to expressly authorize and require membership in the ASSOCIATION and ASSOCIATION #1 for Member Owners of FENWICK SECTION 5 as further set forth in the Certificate of Incorporation and By-Laws of the corresponding association.

18.9 Sanook, Inc. Right of Ingress and Egress. By Settlement Agreement dated the 20th day of April, 1998 by and between Sanook, Inc., an Oklahoma corporation ("Sanook") and Fenwick, LL.C., an Oklahoma limited liability company, Sanook shall have a right of ingress and egress in FENWICK SECTION 5 via Fenwick Boulevard from Northwest 164th Street, and from Fenwick Boulevard to Northwest 168th Street and from 168th Street to the well location via the turning box and lease road (if any). This right of ingress and egress is for the sole purpose of maintenance and operation of the Harrison Well Location. This right of ingress and egress shall continue in full force and effect for the life of the existing and underlying oil and gas leases. A Private Easement to this effect has been filed of record in Oklahoma County, Oklahoma at Book 7448, Page 1090.

18.10 Easement.

18.10.1 Easement Reserved. The Declarant reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat easements, sewer or other pipe lines, conduits, poles and wires and any other method of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground with the right of access at any time to the same for the purpose of repair and maintenance; that where easements are provided along the rear of the lot or lots, then in that event all sewer and other pipe lines, conduits, poles and wires may be installed under the streets throughout the addition where necessary to carry same across the street.

18.10.2 Easement For Cross Drainage. Every Lot and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of the Property. The declarant reserves for itself, successors, assigns and designees the right to alter drainage flows to allow the development of additional lands in the vicinity of Fenwick Section 5. This right includes, but is not limited to, the right to increase storm water run-off from other land across any lot, or any portion thereof, but not the dwelling thereon. All owners are subject to this easement for cross drainage and are given notice that (a) their ability to use their privately owned property is limited thereby, and (b) their use, enjoyment and marketability of their property can be affected by this provision. By acceptance of a deed, each owner acknowledges and agrees to this easement.

IN WITNESS WHEREOF, the undersigned executed this Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) Of FENWICK SECTION 5 on this 25th day of September, 2000.

Signed by J.I. (Bud) Bartley as general manager of FENWICK, L.L.C., an Oklahoma Limited Liability Company. Notarized by (unreadable).

EXHIBIT "A"

Legal Description for Fenwick Section 5
(metes and bounds legal description omitted)

EXHIBIT "B"
Initial Use Restrictions and Rules

The following restrictions shall apply to all of the PROPERTY until such time as they are amended, modified, repealed or limited by rules of the ASSOCIATION adopted pursuant to Section 3 of the Declaration.

1. General. The PROPERTY shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by Declarant to assist in the sale of property described in Exhibit "A," offices for any property manager retained by the ASSOCIATION or ASSOCIATION #1, or business offices for Declarant or the either association) consistent with this Declaration and any Supplemental Declaration.

2. Restricted Activities. The following activities are prohibited within the PROPERTY unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) Parking of any vehicles on public or private streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages; provided, construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area;

(b) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. According to Oklahoma City Ordinances, not more than three dogs may be kept on each lot; dogs and cats must be restricted behind a fence, or on a leash, or in a building at all times; dogs and cats must be annually licensed by the City and annually vaccinated against rabies; dogs and cats must wear immunization and registration tags on the collar or harness at all times. Residents must carry a pick up scooper with them, when they are walking their pet for the purpose of picking up the pet's excretion;

(c) Any activity which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots;

(d) Any activity which violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Lot;

(f) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots;

(g) Outside burning of trash, leaves, debris or other materials, except during the normal course of constructing a dwelling on a Lot;

(h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;

(i) Use and discharge of firecrackers and other fireworks;

(j) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the PROPERTY, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site;

(k) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;

(l) Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant, ASSOCIATION, and ASSOCIATION #1 shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent;

(m) No Lot shall be physically split or subdivided into two or more parcels by any means. For the purpose of the preceding sentence, "any means" includes but is not limited to deeds, mortgages or liens, mortgage or lien foreclosures, partition suits or any other means whatsoever. Notwithstanding anything herein contained to the contrary, lot lines may be re-drawn, and lots in FENWICK SECTION 5 may be reallocated into a different lot or lots so long as the number of lots in FENWICK SECTION 5 is not increased and the redrawing or re-allocation is approved by the Architectural Committee;

(n) Swimming, or other active use of lake within the PROPERTY, except that small water craft and fishing from the shore shall be permitted with appropriate licenses and Declarant, its successors and assigns, shall be permitted to draw water from the lake within the PROPERTY for purposes of irrigation and such other purposes as Declarant shall deem desirable. The ASSOCIATION or ASSOCIATION #1 shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams or other bodies of water within or adjacent to the PROPERTY;

(o) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(p) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the ASSOCIATION and ASSOCIATION shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment;

(q) Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for the PROPERTY; (iii) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the PROPERTY; and (iv) the business activity is consistent with the residential character of the PROPERTY and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the PROPERTY, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Leasing of a Lot shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of the PROPERTY or its use of any Lots which it owns within the PROPERTY;

(r) Capturing, trapping of wildlife within the PROPERTY, except in circumstances posing an imminent threat to the safety of persons using the PROPERTY;

(s) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the PROPERTY or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

(t) Conversion of any carport or garage to finished space for use as an apartment or oilier integral part of the living area on any Lot without prior approval pursuant to Section IV;

(u) Operation of motorized vehicles on pathways or trails maintained by the ASSOCIATION or ASSOCIATION #1;

(v) Construction erection, or placement of any thing, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Section 4 of the Declaration. Unless otherwise permitted in the Design Guidelines, this shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers and similar structures; antennas, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; and hedges, walls, dog runs, animal pens, or fences of any kind; and

(w) Use of go-carts and motorized scooters on any portion of the PROPERTY and for any purpose whatsoever.

(x) The construction or maintenance of a billboard or advertising boards or structures on any lot in FENWICK SECTION 5 is prohibited. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period;

(y) Basketball backboards may be erected at the residences in the Real Estate Development. Each backboard must have a free standing structure supporting it and may not be attached to a house. The supporting structure must be constructed from rust resistant steel and maintained at all times, i.e., supporting structure to be kept completely painted and free of dirt and any markings giving it an unsightly appearance. The backboard must be constructed from a plastic and/or fiberglass material and must be kept clean and free of any marking which gives it an unsightly appearance. A backboard which is cracked must be removed or replaced immediately. The net must be free of all rips and tears and shall be replaced whenever it becomes unsightly. The rim must be kept painted and free of dirt and any markings which give it an unsightly appearance. The rim must be kept perpendicular to the backboard in a standard basketball installation. No offensive activity is permitted which results from use of the basketball backboard;

(z) No skateboard or bicycle ramps may be constructed in any yard or Common Area;

(aa) No tree or shrub, the truck of which exceeds two (2) inches in diameter, shall be cut down or otherwise destroyed without the prior express written consent of the Architectural Committee

(ab) No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the frontal portion of any lot, unless approved by the Architectural Committee;

3. Prohibited Conditions. The following shall be prohibited within the PROPERTY:

(a) Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the PROPERTY;

(b) Structures, equipment or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair: and

(c) Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the PROPERTY, except the ASSOCIATION and ASSOCIATION #1 shall have the right to draw water from such sources.

4. Leasing of Lots. "Leasing," for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Lot by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within 10 days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws and the Use Restrictions and Rules.

**RULES AND REGULATIONS
FENWICK STREETS & DRAINAGE WAYS MAINTENANCE
HOMEOWNER'S ASSOCIATION #1**

KNOW ALL MEN BY THESE PRESENTS:

For the purpose of providing an orderly development of the gated portion of Fenwick Section 1, II, IV, and V, being a part of the South Half of Section 32 Township 14 North, Range 3 West, Oklahoma County, Oklahoma, as platted and filed of record with the Oklahoma County Clerk's office, and for the further purpose of providing adequate rules and regulations for the mutual benefit of Fenwick I, II, IV, and V homeowners or their successors in title to the subdivision of said tract, Fenwick Streets & Drainage Ways Maintenance Homeowner's Association #1, a non-profit. Oklahoma corporation, whose principal address is 16801 Fenwick Boulevard, Edmond, Oklahoma 73003, does hereby impose the following rules and regulations, to-wit

Parking of vehicles or trailers of any kind on the streets within the gated portion of Fenwick I, II, IV, and V is prohibited at all times except for:

- a. Guests and visitors are allowed to park in the Street but not for a period longer than seven (7) days;
 - b. Any neighborhood event which dictates the need for street parking;
 - c. Any special need approved by the Board of Directors of Fenwick Streets & Drainage Ways Maintenance Homeowner s Association #1;
 - d. Vehicles pertaining to new construction on lots and streets but only until such time that the project is completed;
 - e. Vehicles pertaining to renovation and/or maintenance of existing structures, lots, and common areas within the gated portion of Fenwick I, II, IV, and V but only until such time that the project is completed.
2. Invalidation of one or more of these rules and/or regulations by judgment or court order shall in no way alien any of the other provisions which will remain in full force and effect.

APPROVED THIS 3rd DAY OF OCTOBER, 2001, BUT EFFECTIVE AS OF JULY 20, 2000, FENWICK STREETS & DRAINAGE WAYS MAINTENANCE HOMEOWNER'S ASSOCIATION #1

Signed by Michael H. Sadler, President. Attested by Lori Kress, Secretary. Notarized by Carol A. Cain.

**CERTIFICATE OF CORRECTION OF PLAT FENWICK SECTION 6
OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA**

State of Oklahoma)
)
County of Oklahoma) ss:

1. I, Carlos Davila, do hereby certify that I am a Registered Land Surveyor and that the final plat of FEN WICK, Section 6, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma, as recorded in Book 59, Page 31 in the records of said county, was prepared under my supervision.

2. Due to a scrivener's error in a previously recorded final plat of FENWICK, Section 3 and perpetuated in this abutting final plat of Fenwick, Section 6, a 15' Utility Easement recorded as part of said Section 3, extending East from the East line of Block 7 between Lots 1 & 2, Block 12 was shown 5.00 feet further North than was intended.

3. Due to the above referenced error the dimensions for Lots 1 & 2, Block 12 are hereby amended and corrected as follows:

- a. The East line of the said Lot 2, shown as 70.30 feet is corrected to read 75.34 feet.
- b. The South line of the said Lot 2, shown as 121.23 feet is corrected to read 120.61 feet.
- c. The West line of the said Lot 1, shown as 90.00 feet is corrected to read 85.00 feet.
- d. The dimension of a part of the East line of the said Lot 1, shown as 51.80 feet is corrected to read 46.77 feet.

4. The errors listed above caused the scrivener to show the dimension for the East and West lines of Lot 25, Block 12 as 75.00 feet which are hereby corrected to read 70.00 feet.

THEREFORE, the recorded Plat containing the errors is hereby amended and corrected by this certificate pursuant to the provisions of Title II, OS., Section 41-115.

Dated this 3rd day of August, 2001.

Signed by Carlos Davila, R.L. Notarized by John P. Timmons.

NOTICE OF SPECIAL ASSESSMENT
BY

THE FENWICK STREETS AND DRAINAGEWAYS HOMEOWNERS ASSOCIATION, INC.
FOR THE FENWICK SECTIONS I, II, IV AND V ADDITIONS, ADDITIONS TO THE CITY
OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA

The undersigned as President of Fenwick Streets and Drainageways Homeowners Association, Inc. ("Fenwick S&D"), does hereby give notice to the public and all potential buyers in the Fenwick Sections I, II, IV and V Additions that a special assessment was adopted by the membership of Fenwick S&D at the regular meeting of the membership on October 4, 2001. The amount of the special assessment is \$100.00 and is to be collected from the Buyers upon the next sale of the property on or after October 4, 2001. All interested parties may contact our managing agent for information on whether the special assessment has been paid, to-wit: Redbud Property Management, P O Box 2138, Edmond, OK 73083, 348-1436 phone.

The property this special assessment covers is as follows:

All of the Lots and Block in Fenwick Section I, II, IV and V Additions, to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plats thereof.

Signed by Loren Stein, President of Fenwick Streets and Drainageways Homeowners Association, Inc. Attested to by Katherine Lawrence, Secretary. Acknowledged on July 15, 2003 by Robert Shoemaker, Notary Public.