

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
CYPRESS POINT ESTATES AT OAK TREE
A RESIDENTIAL SUBDIVISION TO THE
CITY OF EDMOND, OKLAHOMA

THIS DECLARATION, made as of the ___ day of September, 2014, by OTBR, LLC, an Oklahoma limited liability company, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain real estate located in the City of Edmond, Oklahoma County, State of Oklahoma, being a part of the Northwest Quarter (NW/4) of Section 2, Township 14 North, Range 3 West of the Indian Meridian, Oklahoma County, Oklahoma (the "Property"), as more particularly described in the Plat, appended as Exhibit "A" and incorporated herein by reference, which property has been, or will be in the future, platted into blocks, lots, streets and easements, under the name of Cypress Point Estates at Oak Tree, a Subdivision to the City of Edmond, Oklahoma County, Oklahoma (hereinafter "**Cypress Point Estates**"), including as part thereof permanent open areas, private streets, buildings and structures erected or to be erected thereon, and other common facilities for the benefit of this particular community;

WHEREAS, Declarant expressly declares its intention to develop Cypress Point Estates, and all additions thereto, as a single family residential development, within the provisions of 60 Okla. Stat. §§ 851 through 855, inclusive, in order to insure the management, maintenance, preservation, improvement and control of commonly owned areas or any portion of or interest in them and to enforce all mutual, common or reciprocal interests in or restrictions upon all portions of such separately owned lots, parcels or areas, and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereinafter created.

WHEREAS, this property was annexed into Oak Tree Home Owners Association in 1983; and each owner of a Lot will be a Class "A" member of the Oak Tree Home Owners Association, Inc.; and will be subject to the Declaration of Covenants, Conditions and Restrictions of the Oak Tree Home Owners Association, Inc., including the Oak Tree Architectural Standards and Guidelines that specifically require prior approval by the Architectural Review Board or the Architectural Standards Committee, of all new construction, any additions or any changes or modifications of existing improvements, as well as landscaping approval.

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in Cypress Point Estates to create a sub-association to which should be delegated and assigned the power of maintaining and administering the maintained areas of the development, and enforcing these covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created.

WHEREAS, there was incorporated on the 17th day of March, 2014, under the laws of the State of Oklahoma, as a non-profit corporation, an entity known as Cypress Point Estates at Oak Tree Owners Association, Inc. for the purpose of exercising the aforementioned functions.

NOW, THEREFORE, Declarant states and hereby declares that the real property described above, being a part of the Northwest Quarter (NW/4) of Section 2, Township 14 North, Range 3 West of the Indian Meridian, City of Edmond, Oklahoma County, Oklahoma, shall be held, sold, conveyed and occupied subject to the conditions, covenants, restrictions,

dedications, easements, charges and liens (the "Covenants") hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These Covenants shall run with the real property and shall be binding upon, and inure to the benefit of, Declarant and its successors in title, and any and all parties having or acquiring any right, title or any part thereof, whether as sole owner, joint owner, lessee, tenant, occupant or otherwise, and shall inure to the benefit of each owner thereof. All of the areas in Cypress Point Estates, which are not separately owned lots, shall be owned in common by the owners of the separately owned lots, parcels or areas. In the original Plat of Cypress Point Estates, appended hereto, the Common Areas shall consist of Blocks A, B, C and D, the private streets, the entrance gate and associated improvements, and all other improvements and property, both real and personal, located thereon or hereinafter defined as part of the Common Areas and easements for access to repair, replace and maintain the Common Areas.

ARTICLE 1

DEFINITIONS

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

1.1. Articles. "Articles" shall mean the duly adopted Articles of Incorporation of the Association, as the same may be amended from time to time.

1.2. Assessments. "Assessments" shall mean that portion of the cost of maintaining, improving, repairing, insuring, operating and managing the Property which is to be paid by each Lot Owner, in an amount as determined by the Association.

1.3. Association. "Association" shall mean and refer to the Cypress Point Estates at Oak Tree Owners Association, Inc., a non-profit corporation incorporated under the laws of the State of Oklahoma, its successors and assigns.

1.4. Board of Directors. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

1.5. Building. "Building" shall mean one or more of the buildings, residences or structures located or to be located on the Property.

1.6. Bylaws. "Bylaws" shall mean and refer to the Bylaws of the Association, as such Bylaws may be amended from time to time.

1.7. Common Areas. "Common Areas" shall mean and refer to the Common Area, as shown on the plat or as dedicated and shall include the gate and entrance into the platted addition, the private streets, fencing, walls and landscaping adjacent to the gate and entrance, and all of Blocks A, B, C and D. The Common Area does not include fencing installed on privately owned Lots adjacent to Common Areas. The Common Area to be owned by the Association at the time of conveyance of the first Lot is that tract or parcel of land shown on the attached Plat, less and except the lands platted as individual Lots, as shown thereon.

1.8. Common Expenses. "Common expenses" means the following: expenses of administration, maintenance, repair or replacement of Common Areas, including maintenance, repair and replacement of the improvements and landscaping associated with the gated entry into the addition, and any expenses agreed upon as common by Lot Owners acting through the Association in accordance with the Bylaws.

1.9. Common Profit. "Common profit" means the balance of all income, rents, profits and revenues from the Common Areas and Association dues and Assessments remaining after the deduction of the common expenses.

1.10. Declarant and Developer. "Declarant" and "Developer" mean the undersigned, and its successors and assigns for purposes of development of the Property.

1.11 Inter-Association Committee. "Inter-association Committee" shall mean the committee to be comprised of one (1) representative of each residential community within Oak Tree, a planned unit development, in Edmond, Oklahoma, and a representative of the Oak Tree Golf Club, which committee shall be responsible for the preparation of a budget to provide for the maintenance and upkeep of the streets, entry island, gates, security, street lighting and electric charges, if any, insurance of any insurable improvements, liability insurance, and security, and the establishment of assessments for all Owners within Oak Tree.

1.12. Lot. "Lot" shall mean any one of the separately identified parcels of real property, numerically described and designated as a Lot on the Plat appended as Exhibit "A", or any additional Plat filed by Declarant on lands annexed hereto.

1.13. Member. "Member" shall mean and refer to the record title Owner of a Lot and Declarant, so long as Declarant owns one or more Lot. All Owners, other than Declarant, shall be Class A Members. Declarant shall be the Class B Member.

1.14. Oak Tree. "Oak Tree" shall mean and refer to the Oak Tree Homeowners Association, Inc., an Oklahoma corporation, and its successors and assigns.

1.15 Owner. "Owner(s)" shall mean the record owner, whether one or more persons or entities, of legal title to any Lot which is or may become a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each Owner shall be a Member of the Association.

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

1.17. Plat. "Plat" shall mean each and every Plat filed by the Declarant and recorded in the records of the County Clerk of Oklahoma County, Oklahoma, which covers all or any portion of the Property.

1.18. Property. "Property" or "Cypress Point Estates at Oak Tree" and "Cypress Point Estates" means and includes the land, the buildings, all improvements and structures thereon, and all easements, rights, and appurtenances belonging thereto, together with all personal property intended for use in connection therewith, which may be zoned and platted by Declarant under the name Cypress Point Estates at Oak Tree, as more specifically described on Exhibit "A" hereto.

1.19. Residence. "Residence" shall mean an improvement constructed for occupancy by a single family located on one Lot. Each Residence shall be constructed in conformity with the architectural and design standards set forth herein or in the Cypress Point Estates at Oak Tree Design Standards, which are appended hereto as Exhibit "B", as well as the Oak Tree Architectural Standards and Guidelines.

1.20. Residential Use. "Residential Use" shall mean the occupation or use of a Residence for a single family in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.

1.21. Single Family. "Single Family" shall mean one or more persons each related to the other by blood, marriage, legal adoption or legal guardianship, or a group of not more than three persons not all so related, who maintain a common household in a Residence. Single Family shall also include domestic servants who maintain a common household in a Residence.

ARTICLE 2

FUTURE INTENT

2.1 Future Additions. Although the Plat appended to this Declaration includes only a portion of the Property, it is the intention of the Declarant that other tracts owned by Declarant within the Northwest Quarter (NW/4) of said Section 2, if platted for residential development as a part of Cypress Point Estates at Oak Tree, shall be subject to this Declaration,

such that the Owners of the Lots in such additions shall be Class A Members of the Association. The Declarant, its successors or assigns, will continue as the sole Class B Member of the Association. Declarant, either within the plats to be filed or through amendment of this Declaration, shall also describe and convey any additional Common Areas to be owned by the Association. During its existence, the Association will include, as Members, every Owner of a lot zoned for single family residential use within the said Northwest Quarter (NW/4) of Section 2, which is, or may in the future be, platted by Declarant as a residential lot within Cypress Point Estates, or any additions thereto (i.e., Cypress Point Estates at Oak Tree II, etc.).

If, within twenty (20) years of the date of incorporation of the Association, Declarant or its development successors or assigns should develop additional lands appurtenant to the Property within the said Northwest Quarter (NW/4) of Section 2, Township 14 North, Range 3 West, Oklahoma County, Oklahoma, as part of Cypress Point Estates, such additional lands may be annexed to the Property and subjected to these Covenants without the consent of the Members.

ARTICLE 3

DESCRIPTION OF PROJECT, DIVISION OF PROPERTY, AND CREATION OF PROPERTY RIGHTS

3.1. Division of Property. The Property is hereby divided into the following separate freehold estates:

- a. Lots.** The Lot designations and statement of location and immediate area to which any Lot has access and any other data necessary for its proper identification are graphically described on the Plat.
- b. Common Areas.** The remaining portion of the Property, referred to herein as "Common Areas", including Blocks A, B, C and D, as graphically described on the Plat. The common area is deemed appurtenant to each Lot and is declared to be permanent in character and cannot be separated from the Lot to which it is appurtenant. Each Owner may use the Common Area in accordance with the purposes for which it is intended without hindering the exercise of or encroachment upon the rights of any other Owner.

3.2. Conveyance of Common Areas and Dedication of Easements. Declarant, in consideration of the benefits to be derived from this development, the receipt and sufficiency of which is acknowledged, hereby grants, bargains, sells and conveys to Cypress Point Estates at Oak Tree Owners Association, Inc., its successors and assigns, all of it right, title and interest in and to the Common Areas within Cypress Point Estates, being more specifically described on the Plat, including all roadways and streets, as described on the Plat, and an easement for access to, construction on, and maintenance of, all Common Areas, as defined herein, less and except all oil, gas and other minerals, easements, restrictions, rights-of-way, conveyances and zoning ordinances of record. Declarant grants to the City of Edmond and City of Oklahoma City an easement over and across the Common Areas for the purpose of a fire lane and other emergency services and use for police protection purposes, and for garbage and utility services. Declarant further dedicates all utility easements shown on the Plat to the use of the public for public utility purposes and in this connection does authorize any franchised utility company, including the City of Oklahoma City and City of Edmond, to use so much of the Common Areas for utility purposes as is needed to install, repair and maintain water lines, sewer lines, electric lines, gas lines, cable lines and telephone lines.

3.3. Lots Subject to Restrictions. All Lots in Cypress Point Estates shall be acquired, transferred, assigned or conveyed subject to the easements, conditions, restrictions and covenants of ownership set forth in these Covenants and in the Association's Bylaws, as same may be amended from time to time.

3.4. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the right of the Association to control and limit the use of the Common Areas as provided in this Declaration, the Plat, the Bylaws and the rules and regulations of the Association and its committees, including the Design Review Committee. Each Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to his or her Lot.

3.5 Entrance Gate. Declarant shall be responsible for the initial construction of the entrance gate improvements. The Entrance Gate shall be completed by Declarant during the course of development of the Lots within Cypress Point Estates. Upon completion, Declarant shall have the option to leave the entrance gate open during periods of construction activity and/or at other times for purposes of providing access to the addition and to facilitate marketing of the Lots.

3.6. Conveyance or Mortgage of Common Areas. The Common Areas have been conveyed by Declarant to the Association. The Association shall have no right or authority to convey or mortgage the Common Area, or any portion thereof, without the consent of the Class B Member and the consent of at least 60% of the Class A Members. Provided, any such conveyance or mortgage shall be expressly subordinate to the easement in favor of any Lot Owner whose ingress or egress from a Residence is through the Common Area to be conveyed or mortgaged.

ARTICLE 4

ASSOCIATION, ADMINISTRATION, CLASSES OF MEMBERS AND VOTING RIGHTS

4.1. Association to Manage Property. The administration of the Property shall be governed by these Covenants and the Bylaws of the Association, a true copy of which shall be available for inspection by all Owners at the offices of the Association. Each Owner shall comply strictly with these Covenants and the Bylaws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be amended from time to time.

4.2. Membership. The Association shall be composed of all of the Owners of separate Lots as same are hereinabove described. Membership in said Association shall be appurtenant to, and may not be separated from, ownership of any Lot, even though such interest and membership is not expressly mentioned in the deed or other instrument of conveyance. Ownership of a Lot shall be the sole qualification for membership in the Association.

4.3. Classes of Members. The Association shall consist of Class A and Class B Members.

a. Class A Members. Class A Members shall be all those Owners of single-family residential Lots with the exception of Declarant. Each Class A Member shall be entitled to one vote for each Lot in which he holds the interest required for membership as set forth herein. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Class A Members shall also include Owners of Lots in additions which may be developed, platted and subjected by Declarant to the provisions of these Covenants by future amendment of these Covenants or otherwise.

b. Class B Members. The Class B member(s) shall be the Declarant, or Declarant's successors or assigns in respect to the development of Cypress Point Estates. The Class B member(s) shall be entitled to six (6) votes for each Lot in which it holds the interest required for membership as set forth herein. The Class B membership shall cease to exist at the earlier of (i) Declarant owning less than 5% of the Lots in Cypress Point Estates, including all additions which may be annexed to Cypress Point Estates or subjected to this Declaration as provided herein; or (ii) August 1, 2024. When Class B Membership terminates, Declarant shall be a Class A Member in relation to any Lots owned by Declarant.

4.4. Voting. The proportionate representation for voting purposes in the meetings of the Association shall be one (1) vote per Lot for Class A Members. The Class B Member shall be entitled to six (6) votes for each Lot owned. If a Member is in default on payment of one or more Assessments or is violating other Covenants herein, the Association, acting through the Board, upon written notice to such Member may suspend the Member's voting rights.

4.5. Membership Meetings. Regular and special meetings of the Association shall be held in accordance with the provisions of the Bylaws incorporated herein.

4.6. Board of Directors. The affairs of the Association shall be managed by a Board of Directors ("Board"), which is hereby established by the Bylaws. The Board shall conduct regular and special meetings according to the provisions of the Bylaws.

ARTICLE 5

MAINTENANCE AND ASSESSMENTS

5.1. Creation of Lien and Personal Obligation of Assessment. Each Owner of any Lot in Cypress Point Estates, other than Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for extraordinary Association expenses and capital improvements approved by the Association as provided herein; each such assessment to be fixed, established, and collected from time to time as hereinafter provided. The annual assessments and special assessments, together with such interest and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the property superior to any homestead or other exemption provided by law, but shall not be prior or superior to any purchase money mortgage lien or any first mortgage on a home. Said lien may be enforced by the Association and may be recorded and/or foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with or without power of sale. Each such assessment, together with such interest, costs and reasonable attorney's fees incurred by the Association in respect to collection of such assessment, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed, but, nevertheless, the lien shall continue to be a charge and lien upon the land as above provided.

5.2. Purchase Assessments. Upon the initial sale and transfer of title by Declarant of each Lot to a Builder or other original purchaser, there shall be immediately due and owing to the Association a Purchase Assessment in the amount of Two Hundred Fifty Dollars (\$250.00) per Lot transferred, which amount is assessed, due and payable, as of the date of transfer of title. All of such assessments shall be deposited into the Association's account(s) as provided in the By-Laws.

5.3. Annual Assessments. Commencing on January 1, 2015, and each year thereafter, there shall be an annual assessment due from each Owner of a Lot, the amount of which shall be as set forth herein. The total of such assessments for all Lots shall be (i) the estimated expenses of the Association in carrying out the obligations described herein for such calendar year and the estimated costs of the maintenance and repair of the Common Areas, payment of all insurance premiums due on policies of insurance obtained by the Board, and payment of all other recurring obligations of the Association, including utilities (the "Maintenance Fund Requirement"), plus (ii) should the Board so determine, an amount, to be determined by the Board, to be set aside during the fiscal year to provide for a reserve fund for the repair or replacement of the Common Areas, including repairs (to the extent not covered by insurance) and maintenance of all Buildings and improvements on the Common Areas (the "Reserve Fund Requirement"). For the calendar year 2014, and each subsequent year unless and until adjusted by the Association, the regular assessment shall be:

<u>Type of Member</u>	<u>Amount</u>
Class A	\$300.00
Class B	\$ 0.00

Until and unless a Reserve Fund is approved by the Board, all of the Assessment shall be deposited in the Maintenance Fund.

5.4. Increase (Decrease) in Annual Assessment. The Board may increase (or decrease) the amount of the Annual Assessment each year, such increase to be made prior to, but effective as of the beginning of, such year, provided any increase in excess of 25% shall first be approved by the vote of at least 60% of the Members present in person or by proxy, and entitled to vote at a meeting held prior to the commencement of the year for which such increase is to be made and duly called for such purpose. Written notice of such meeting shall be sent by the Board to all Members not less than 10 days or more than 30 days in advance of the meeting, setting forth the purpose of the meeting. There shall be no annual

assessment paid by the Class B Member(s) without the unanimous written approval of same by all Class B Member(s). Notwithstanding any other provision within these Covenants and/or the Bylaws of the Association, Class A Members shall not be entitled to amend the Covenants and/or the Bylaws in any manner which would require Class B Members to be subjected to annual assessments in an amount greater than that specified herein, or any Special Assessment.

5.5. Certificate of Payment. The Association shall, upon demand, furnish to any Member, mortgagee of a Member, or prospective purchaser of any Lot a certificate in writing signed by an officer of the Association, setting forth whether the assessments on the specified Lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of such certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

5.6. Special Assessments. The Association may levy a special assessment upon Class A members for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a Common Area improvement (to the extent the Association is not reimbursed from insurance proceeds), including the fixtures, personal property, fences or security gate located on or on a part of the Common Areas, or to defray any unanticipated or underestimated expense normally covered by the annual assessment (and, where necessary, for taxes assessed against the Common Areas); provided that, any such assessment or charge as to any period shall have the assent of sixty percent (60%) of the Class A members appearing in person or by proxy at a meeting specially called for this purpose, written notice of which shall be sent to all Members not less than ten (10) and not more than thirty (30) days in advance of the meeting setting out the purpose of the meeting. Special assessments may also be levied against any individual Lot and its Owner to reimburse the Association for costs incurred in bringing that Owner and his Lot into compliance with these Covenants, the Bylaws and/or the Cypress Point Estate Design Standards. Class B Members shall not be subject to Special Assessments.

5.7. Maintenance and Reserve Funds. Annual assessments shall be deposited into commercial bank accounts in a bank or trust company to be selected by the Board. The Board shall maintain a Maintenance Fund account, and, at the option of the Board, a Reserve Fund account. The Board shall have control of said accounts and shall be responsible to the Members for the maintenance of accurate records thereof at all times. The Board shall deposit into the Maintenance Fund Account, that portion of the annual assessments deemed necessary by the Board for the Maintenance Fund Requirement. The Board shall deposit any portion of an annual assessment designated for reserve funds, if any, into the Reserve Fund Account. To the extent a Reserve Fund Account is created by the Board, the Board shall have control of the Reserve Fund Account and shall expend funds from such account only for the purpose of payment of extraordinary expenses associated with the repair, improvement or replacement of the Common Area.

5.8. Purpose of Assessments. The assessments, including the annual assessment and any special assessments which may be levied by the Association, shall be used exclusively to provide for the maintenance and improvement of the Common Areas, for the common good of the Property and the Members of the Association, and the enforcement by the Board of these Covenants, including the collection of Assessments. No individual Member shall use any portion of the assessments for any individual purpose. The Board may elect to acquire, and charge as a common expense, such fidelity insurance on its officers and Members as may be desired and appropriate.

5.9. Allocation of Assessments. Each Lot owned by Class A Members shall bear an equal share of any aggregate annual and special assessment, other than special assessments levied against an individual Owner pursuant to ¶ 5.6 of this Article, regardless of Lot size or Lot location.

5.10 Transfer of Lot by Sale or Foreclosure. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer, except for assessment liens recorded prior to the mortgage. No sale or transfer shall relieve such Owner from liability for any assessments thereafter becoming due or from the lien thereof. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; however, if any such grantee shall have received a statement from the Association setting forth the amount of the unpaid assessments due the Association, such grantee shall not be liable for, nor shall the Lot be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in the statement except for any assessment becoming due after the date of the statement.

5.11. Enforcement of Assessment Obligation; Priorities, Discipline. Any part of any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. When a notice of assessment and/or lien has been recorded, such assessment shall constitute a lien on the Lot which is prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Association, its attorney or other person authorized by this document or by law to make the sale. The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments, common expenses, lien filing costs and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties, which penalties may include attorney fees and expenses of lien filing, litigation or collection, against an Owner who is in default in payment of any assessment, after notice and hearing according to the Bylaws. The Board may also suspend, after written notice, an Owner's voting privileges on Association matters should the Owner be in default on the payment of an Assessment.

5.12. Commencement Date of Annual Assessments. The annual assessments provided for herein shall commence on the date on which a Lot is purchased from Declarant. The Board shall determine the amount of the annual assessment due from such Owner, calculated by the following formula: annual assessment amount x days remaining in calendar year/365. The Board shall notify the Owner of the amount of the assessment due from such initial Owner. The initial annual assessment shall be due within 45 days of receipt of notice from the Board of the amount owed. Thereafter, annual assessments attributable to such Lot shall be due and owing as of January 1st of each subsequent year by the Owner of the Lot occupying same as of said date.

5.13. Assessments Non-refundable. All assessments paid by Members shall be irrevocable and non-refundable to the Members. All monies accrued in the Maintenance Fund and Reserve Fund shall accrue solely to the benefit of the Association and the purposes set forth herein.

5.14 Oak Tree Assessments. All Class A Members, as owners of a Lot, upon becoming an Owner, shall mandatorily and automatically become a member of Oak Tree and shall be obligated to pay assessments and dues as determined by the Inter-association Committee. The purchase, Annual and Special Assessments due to the Association, as set forth herein, are separate and distinct obligations from the assessments due from all Owners to Oak Tree.

ARTICLE 6

DUTIES AND POWERS OF THE ASSOCIATION AND BOARD

6.1. Statutory Duties and Powers of the Association. The duties and powers of the Association shall be as required, implied or necessary by 60 Okla. Stat. §§ 851 through 855, inclusive, as same presently exist or may be hereafter amended relative to Real Estate Developments.

6.2. Other Duties and Powers of the Association. In addition to the duties and powers enumerated in the Bylaws or elsewhere provided for herein, the Association, acting through the Board, may enforce these Covenants and shall:

a. Maintenance and Repairs. Maintain, insure, repair, replace, restore, operate and manage all of the Common Areas, including, but not limited to, the entrance gate, any security system associated with the entrance, and all landscaping and improvements located on the Common Areas.

b. Enforcement. Enforce the provisions of this Declaration, including the Design Standards, by appropriate means including, without limitation, the expenditures of funds of the Association, the employment of legal counsel and the commencement of legal proceedings.

c. **Insurance.** Maintain such policy or policies of insurance as are required by this document or as the Board deems necessary or prudent in furthering the purposes of and protecting the interests of the Association.

d. **Rules and Regulations.** The Board shall adopt and enforce such rules and regulations as the Board deems desirable for the use, security and safety of Owners in respect to the Common Areas. Rules and regulations adopted by the Board shall be prominently displayed or otherwise published to the Owners.

e. **Reservation for Access, Maintenance, Repair and Emergencies.** The Association shall have the irrevocable right and easement, to be exercised by the Board, or its specifically designated agent, to have access to each Lot (exterior to the residence) from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas thereon or accessible therefrom, or for making emergency repairs necessary to prevent damage to the Common Areas or to another Residence. The Association shall have the right to grant permits, licenses and easements over the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of Cypress Point Estates and the Association's duties in relation thereto.

f. **Membership, Budget and Accounts.** Cause the Association to prepare and maintain a roster of Lots, the owners thereof, the assessments applicable thereto, if any, and the status of payment thereof. At least thirty (30) days prior to the Association's annual meeting, the Board shall prepare a budget covering the estimated cost of operating the Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared for anticipated capital expenses, if any. The Board shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each member at least fifteen (15) days prior to the annual meeting. The Board shall also maintain current and accurate accounts for all monies collected and expended by the Board. The roster, budgets and an annual accounting shall be published to all Members and shall be kept in the office of the Association, which shall be open to inspection by any owner.

ARTICLE 7

USE RESTRICTIONS AND ARCHITECTURAL CONTROL

In addition to all of the covenants contained herein and in the Cypress Point Estates Design Standards, the use of the Property and each Lot therein is subject to the following use restrictions and architectural controls and limitations:

7.1. **Single Family Use.** Each of the Lots are intended for and restricted to use as Single Family Residences as defined herein. A Lot shall not be subdivided, nor shall any part less than the whole thereof be sold or otherwise transferred, unless the Lot split is approved in writing by Declarant. Except for the business activities of Declarant, no gainful occupation, profession, business, trade or other non-residential activity except personal business shall be conducted on any Lot.

7.2. **Leases.** Any lease of a Residence shall be for a minimum period of 12 months, shall be in writing and shall be subject to the terms, conditions and provisions of these Covenants. Any Owner leasing a Residence to a third party must register the name, address and telephone number of the tenant with the Board.

7.3. **Nuisances.** No noxious, illegal or offensive activities shall be carried on in any Lot, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment by an Owner of his respective Lot, or which shall in any way increase the rate of insurance charged to the Association, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any building. Outdoor lighting shall not be installed on any Lot in a manner which will unreasonably illuminate neighboring Lots. The Board shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

7.4. **Architectural Design Standards and Controls.**

7.4.1 **Prior Approval.** Before construction starts on any new home or improvement upon a Lot, or in respect to any modification or addition to an existing home, the owner must submit construction plans and specifications for the new home, improvement, modification or addition to an existing home, which construction plans and specifications meet

and comply with the Design Standards for Cypress Point Estates at Oak Tree ("Design Standards"), appended hereto as Exhibit "B". The owner must receive written approval to commence construction by the Declarant or the Design Review Committee ("DRC") for new construction or any modifications or additions to an existing home and/or landscaping. In the event a variance from the Design Standards is requested by an Owner, the approval of the variance must be specific as to each aspect of the requested variance and approved in writing. The Declarant or the DRC, as the case may be, is the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. The Declarant and the Association have the right to take legal action, including requesting mandatory injunctive relief, to enforce the design criteria, and the owner shall be liable for all attorney's fees and litigation expenses of the Declarant or Association in enforcing the Design Standards.

7.4.2 Review During Construction. The Declarant or DRC may, but is not obligated to, monitor the construction process to ensure the actual construction conforms to the approved plans and specifications and/or that the Design Standards are being met. It at any time it is determined that construction does not meet the Design Standards and/or the approved plans and specifications, the Owner, after receiving notice, will make the necessary corrections to bring the construction in compliance with the Design Standards and/or the approved plans and specifications within the time period specified in the notice. Thereafter, if the Owner fails to have the construction brought into compliance with the Design Standards and/or the approved plans and specifications, the Association may take legal action to enforce the Design Standards and/or to otherwise cause construction to comply with the approved plans and specifications, including the right to seek injunctive relief. The Owner shall be liable for all attorney's fees and litigation expenses of the Declarant or Association in any such action.

7.4.3 Design Review. Declarant, or Declarant's appointed designee, shall review, and approve or reject, plans and specifications for all new homes to be built in Cypress Point Estates. In due course, the Declarant will appoint the Design Review Committee and/or same will be appointed by the Board, which shall consist of not more than three (3) Members and/or representatives appointed by Declarant, to review, and approve or reject, the plans and specifications of any modifications, alterations or additions to any home or improvements within Cypress Point Estates. Until all of the Lots are sold by the Declarant, the Board will appoint at least two representatives designated by the Declarant to this Committee.

7.4.4 Oak Tree Mandatory Design Criteria. All Lots within Cypress Point Estates are subject to the Oak Tree Architectural Standards and Guidelines, including approval of construction, modification or alteration plans by the Oak Tree Architectural Review Board. The Oak Tree Architectural Standards and Guidelines provide a minimum standard that must be adhered to in Cypress Point Estates. When provisions of the Design Standards are more restrictive, stringent or definitive than the Oak Tree Design Architectural Standards and Guidelines, the Design Standards have precedent and control.

7.4.5 Builder Approval By Declarant. To maintain the quality of the homes to be constructed in Cypress Point Estates, in addition to approval of Plans and Specifications, prior to commencement of construction of a new home or any improvement or addition, each Owner is required to retain a qualified Builder who has been approved by the Declarant. A prospective Owner may obtain pre-approval of a designated Builder by submitting the name of the Builder to Declarant and requesting written approval of the Builder for a designated project. Declarant shall have ten (10) days in which to consider whether to approve the Builder. Approval is in the sole discretion of Declarant. Any Builder not approved, in writing, by Declarant within said ten (10) day period shall be deemed not to have been approved by Declarant.

7.5. Setback and Side Building Limits. No building structure or part thereof shall be erected or maintained on any Lot nearer to the front street or the side street than the front building limit line as shown on the Plat. No building structure or any part thereof shall be located, placed or maintained closer to a side lot line than 7.5 feet. No building structure or part thereof shall be erected or maintained within 30 feet of the back lot line on Lots where the back lot line abuts the golf course or lake; and within 20 feet of the back lot line on all other Lots. No fence on any Lot shall be permitted to extend past the front edge of the building structure nearest the fence location. No building structure or improvement shall encroach upon the pipeline easement, as reflected on the Plat.

7.6 Pets. No animal shall be kept on any Lot except for two (2) household pets (dogs or cats). No more than two household pets may be kept without written permission of the Association. Pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor

or unsanitary conditions. No savage or dangerous animal or breed of animal shall be kept. No pets may be permitted to run loose within Cypress Point Estates. Each Owner is responsible for curbing their pets. Horses and pigs shall not be considered "Pets".

7.7. Above Ground Pools. No pools with a capacity of more than 100 gallons of water shall be installed, placed, erected or maintained above the surface of the ground of any Lot.

7.8. Vehicle Restrictions. No trailer, camper (including a camper shell on a pickup truck or other vehicle), motor home, mobile home, commercial vehicle, truck (other than standard size pickup truck), wrecked/disabled vehicles of any kind, including a vehicle in the process of being repaired or otherwise being presently inoperable, boat or similar equipment shall be permitted to remain upon any area within Cypress Point Estates, except within a completely enclosed garage or behind the front edge of the building structure on a Lot and enclosed by appropriate site proof fencing approved by the building committee, other than temporarily. For purposes of this restriction "temporarily" means a period less than 24 hours. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Association. No noisy, off-road or unlicensed motor vehicles shall be maintained or operated in Cypress Point Estates. No overnight parking of any vehicle on the street is permitted.

7.9. Diseases and Insects; Vacant Lots. No Owner shall permit any structure or condition to exist upon any Lot which shall induce, breed or harbor infectious plants, diseases or noxious insects. While a Lot is vacant, it is the Owner's responsibility to mow said Lot and if it is not mowed, the Association may have it mowed and charge the Owner the actual cost, plus an administration fee for providing the service.

7.10. Flagpoles and Seasonal Decorations: Reviewer approval is not required for the installation of a single flagpole so long as it does not exceed 15 feet above finished grade. If located in the front yard, a flagpole must be at least 15 feet from the front property line. Seasonal decorations are encouraged in Cypress Point Estates but they must be reasonable in scope and must not be installed more than 30 days prior to the holiday and must be removed within ten (10) days of the holiday.

7.11. Signs. Except for signs placed by Declarant or approved by the Board, no signs or billboards shall be displayed to the public view on any Lot except a single standard permit board and a sign placed by a builder or licensed realtor for the sale or rental of property. An Open House sign may be placed on a property during an Open House but must be removed promptly after the event. No subcontractor or trade signs shall be permitted. One security sign is allowed in the front yard, either located adjacent to the driveway or in close proximity to the front entrance of the main dwelling.

7.12. Garage Sales. Garage sales are prohibited. Community wide garage sales may be considered with approval of the Board of Directors of the Association.

7.13. Trash Containers. Trash receptacles shall not be visible from the street except on pick up day.

7.14. Radio and Television Antennas. No radio or television tower or antenna shall be constructed or installed upon any Lot or Common Area. No Owner may be permitted to construct, use or operate his own external radio or television antenna, including satellite dish receivers with diameters in excess of eighteen inches (18"), without the written consent and approval of the Design Review Committee.

7.15. Liability of Owners for Damage to Common Areas. The Owner of each Lot shall be liable to the Association for damages to the Common Areas or improvements thereon caused by such Owner or any occupant or guest of such Owner.

7.16. Power Equipment and Car Maintenance. No power equipment, workshops or car maintenance shall be permitted on any lot as a commercial venture. Car maintenance, other than routine servicing of vehicles (oil change, car wash, etc.), shall not be conducted within Cypress Point Estates at Oak Tree except wholly within the garage of a Residence.

7.17 Construction Hours. After the first Owner occupies a residence in Cypress Point Estates, there shall be no construction in this addition on Sunday or a holiday and there shall be no construction before 7:00A.M. or after daylight hours.

7.18 Underground Utilities. All pipes, conduits, cables or lines for water, gas, sewer, steam, electricity, telephone or any other energy or service serving a Lot shall be installed and maintained below ground.

7.19. Temporary Structures; Detached Storage Buildings. No structure of a temporary nature, including trailers, basements, tents, shacks, garages, barns, sheds or other outbuilding shall be used on any lot or building site at any time as a residence, either temporarily or permanently. This restriction shall not apply to temporary business offices of Declarant. Detached storage buildings are acceptable if approved by the Declarant or Design Standards Committee, and must be of a compatible material to that of the residence.

7.20. Outbuildings and Treehouses. No outbuildings, sheds, tree houses or storage structures shall be constructed or located on any Lot except as approved by the Declarant or the Design Review Committee as to location, size and design.

7.21. Lawns and Landscaping. Every residence must contain at least two percent (2%) of the gross value of the home in landscaping, exclusive of the sprinkler system and exclusive of sod. Each Owner is required to maintain their landscaping in a green and aesthetically pleasing condition and replace any dead plant material. Initial landscaping plans will be submitted to the Declarant or Design Review Committee for approval, and shall reflect:

- a. All grassed areas.
- b. All existing vegetation to remain.
- c. All new vegetation, including trees and shrubs and their sizes.
- d. All flower beds.
- e. All landscape lighting.
- f. All security lighting.
- g. All landscape features.

No rock or gravel lawns are permitted within Cypress Point Estates. The Association may adopt such rules and regulations regarding lawn maintenance as deemed desirable by the Board.

7.22. Fencing and Fence Restrictions. The Design Review Board or Design Review must approve all fencing plans prior to installation. Fencing must be approved as to height, color and construction material. Only black, iron fencing, no more than 4 feet in height, is permitted on the rear lot line, or within a forty (40) foot set back from the rear property line, on all Lots that abut the golf course. All fences installed on a Lot perimeter which abuts a Common Area or street shall have poles and bracing supports installed on the side of the fence interior to the Lot.

7.23. Basketball Goals. Owners shall be permitted to install basketball goals on the Owner's Lot, provided same are maintained in good repair and appearance and located behind the front of the residence. Provided further, the Board may adopt reasonable rules for use of basketball goals on any Lot and within Common Areas, including reasonable restrictions prohibiting use of basketball goals at night.

7.24. Waiver of Restrictions by Declarant or Design Review Committee. The Declarant or the Design Review Committee is authorized to waive any of the terms and conditions of these covenants pertaining to the construction and location of structures if the Declarant or such Board determines that the requested waiver would be in conformity and harmony with the external design and location of existing structures. Any waiver granted must be in writing and applies only to the specific request and specific owner requesting a waiver, and shall not constitute or be construed as a waiver of any of the terms, restrictions and conditions set forth herein as to any other instance or owner.

7.25. Warranty of Enforceability. While the Declarant has no reason to believe that any of the restrictive covenants of this Article, elsewhere in these Covenants, or in the Design Standards are or may be invalid or unenforceable for any reason or to any extent, it makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot in Cypress Point Estates in reliance on one or more of such

restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold the Declarant harmless therefrom.

7.26. Prohibition of Alteration and Improvement. No building, structure, shed, fence, wall, obstruction, balcony, screen, patio, patio cover, tent, awning, sheds, carport, carport cover, improvement or structure of any kind shall be commenced, erected, or maintained in Cypress Point Estates, nor shall any alteration or improvement of any kind be made to any previously constructed structure, until the same has been approved in writing by the Declarant or the Design Review Committee.

7.27. Enforcement and Access Easement. Each Owner of a Lot grants an access easement to the Declarant and to the Association, acting through the Board and its authorized representatives, for purposes of access to any Common Area for repair, replacement and maintenance of the Common Area. The Board shall have the power to make and to enforce reasonable rules and regulations in furtherance of this Article. During reasonable hours, Declarant, any member of the Design Review Committee, or any authorized representative of any of them, shall have the right to come upon and inspect any Lot and the improvements thereon (except for the interior portions of any Residence) for the purpose of ascertaining whether or not the provisions of this Article have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

ARTICLE 8 **GENERAL PROVISIONS**

8.1. Enforcement. The Association, any Owner and any governmental or quasi-governmental agency or municipality having jurisdiction over the Property, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this document and, in such action, shall be entitled to recover costs and reasonable attorneys' fees; provided, however, that an individual Owner shall have no right to enforce the collection of any assessment levied against any other Owner under Article 4 above. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

8.2. Invalidity of Any Provision. Should any provision of this document be declared invalid or in conflict with any law of the jurisdiction where the Property is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

8.3. Amendments. To the extent not inconsistent with 60 Okla. Stat. §§ 851, et seq., as same is now or may hereafter be amended, an amendment of these Covenants may be enacted by the vote or written assent of the majority of the voting power of all Members, being all Class A (1 vote per Lot) and Class B Members (6 votes per Lot owned by the Class B Member); provided, however, that the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for an action to be taken under that clause. Any amendment must be recorded and shall become effective upon being recorded in the office of the County Clerk of Oklahoma County, Oklahoma. So long as the Class B Membership exists, no amendment to this provision shall be made without the affirmative vote of the Class B Member.

8.4. Mortgage Protection Clause.

a. Rights of First Mortgagees. No breach of any of the Covenants contained in this document, nor the enforcement of any lien provisions herein, shall render invalid, or be superior to, the lien of any first mortgage (meaning a mortgage with first priority over any other mortgage) on any Lot made in good faith and for value, but all of said Covenants shall be binding upon and be effective against any Owner whose title is derived through foreclosure or trustee's sale or otherwise. Mortgagees shall not be required to collect assessments from Owners to protect the priority of a mortgage lien.

b. Mortgage Priority; Right to Inspect Records. Notwithstanding any language contained in this document to the contrary, no Owner and no other party shall have priority over any rights of institutional lenders pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of Lots and/or any portion or element of the Common Areas. Institutional lenders shall have the right to examine the books and records of the Association.

8.5. Insurance. The Association shall obtain and continue in effect, comprehensive public liability insurance insuring the Association, the Declarant and the agents and employees of each and the Owners and employees, guests and invitees of the Owners against any liability incident to the ownership or use of the Common Areas and facilities in the Common Areas and including, if reasonably obtainable, a cross-liability endorsement insuring each insured against liability to each other and a "severability of interest" endorsement precluding the insurer from denying coverage to one Owner because of the negligence of other Owners or the Association.

a. Insurance Premiums. Insurance premiums on policies purchased by the Association shall be a common expense to be paid from the assessments provided for herein or as levied by the Association.

8.6. Owners' Compliance. Each Owner, tenant or occupant of a Lot shall comply with the provisions of these Covenants, the Association's Bylaws, the rules and regulations duly passed by the Board, and all decisions and resolutions of the Association or its duly authorized representatives, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due for damages (including costs and attorney's fees) and/or for injunctive relief. All agreements and determinations lawfully made by the Association in accordance with the voting percentage established in this document or in the Bylaws shall be deemed to be binding on all Owners of Lots, their successors and assigns.

8.7. Conflict of Documents. If there is any conflict among or between the project documents for Cypress Point Estates at Oak Tree, the provisions of these Covenants shall prevail; thereafter, priority shall be given to Project documents in the following order: Plat, Bylaws and rules and regulations of the Association.

8.8. Service of Process. The name of the person to receive service of process together with the residence or place of business of such person in Oklahoma County is William D. Roberts, 4600 West Covell, Edmond, Oklahoma, 73012, or, in the event William D. Roberts is no longer a Member of the Association, the President of the Association as determined by the books and records of the Association as of the date process is served and/or such other person as the Board may designate by an amendment hereto filed for such purpose.

IN WITNESS WHEREOF, the undersigned have executed this document this ___ day of August, 2014.

OTBR, LLC

William D. Roberts, Manager

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State on this ___ day of August, 2014, personally appeared William D. Roberts, of OTBR, LLC, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: