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DECLARATION OF COVENANTS AND RESTRICTIONS OF SAVANNAH COMMONS

THIS DECLARATION made this 26 day of APRIL, 2007, by MUSTANG PARK CENTRE, L.P., hereinafter called "Declarant" or "Developer".

WITNESSETH

WHEREAS, Declarant is the Owner of the real property included on Exhibit "A" attached hereto and desires to create within said real property a commercial community with common areas for the benefit of said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in such community and for the maintenance of the common areas, and further to provide for the development of the community in accordance with a General Plan; and to this end, Declarant desires to subject the real property described on Exhibit "A" which has or will be platted as Savannah Commons, to the covenants, restrictions, easements, charges and liens herein set forth, each and all of which are for the benefit of such property and each Owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create a property owner's association to which should be delegated and assigned the powers of maintaining and administering the common elements, administering and enforcing the covenants and restrictions, collecting and disbursing the assessment and charges hereinafter set forth, and in exercising such additional authority as is herein granted; and

WHEREAS, Declarant has or will incorporate under the laws of the State of Oklahoma a non-profit corporation to be known as Savannah Commons Property Owner's Association, Inc. for the purpose of exercising the functions described in the preceding paragraph.

NOW, THEREFORE, DECLARANT DECLARES that it is the owner of the real property described on Exhibit "A" to be subdivided pursuant to the Real Estate Development Act of Oklahoma, 60 O.S. Section 851 et seq., into "Lots" and "Common Areas" under the name Savannah Commons, and does hereby dedicate to public use all of the utility easements as shown on any recorded plat, including all or part of the Property (Exhibit "A") for the installation and maintenance of utilities to serve Declarant and/or Owners of Lots within the Property. Declarant further declares that in addition to the easements shown on any recorded plat, the Common Areas may be used for drainage and detention of surface water runoff.

AND DECLARANT FURTHER DECLARES that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens ("Covenants and Restrictions") herein set forth, which shall run with such real property and shall be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and such Owner's heirs, devisees, personal representatives, trustees, successors and assigns, and such Covenants and Restrictions being hereby imposed on such real property, and every part thereof as a servitude in favor of each and every other part thereof as the dominant tenement.

ARTICLE I

Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Architectural Committee" shall mean either the Declarant, the Board, or a designated architectural committee of the Board, at the time and for the purposes specified herein.

1.2 "Articles" shall mean the Articles of Incorporation of the Association filed or to be filed in the office of the Secretary of State of the State of Oklahoma, as such Articles may from time to time be amended.

1.3 "Association" shall mean and refer to the Savannah Commons Property Owner's Association, Inc.

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

1.5 "Building Limit Lines" shall mean the lines so provided for by Section 7.2.5, hereof.

1.6 "By-Laws" shall mean the By-Laws of the Association which are or shall be adopted by the Board, as such By-Laws may from time to time be amended.

1.7 "Common Elements" mean and include:

1.7.1 All of the area on the Plat of Savannah Commons and any subsequent plat filed pursuant to Section 2.2 which is not included within the numerically identified Lots on such plat(s) and which may be designed as "Common Area" on said plat(s) (sometimes referred to herein as "Common Area"), including all improvements located therein, including, but not limited to, mail boxes or mail drops, parking, entrance(s) improvements and entrance(s) island(s), other island area(s), dumpster enclosures, light posts and lamps, whether or not such improvements are specifically designated on Exhibit "B" hereto;

1.7.2 All Maintained Area(s);

1.7.3 Any perimeter fence installed by Developer;
and

1.7.4 Any easements or right of ways granted to the Developer or Association.

1.8 "Common Expenses" means and includes:

1.8.1 Expenses of administration, maintenance, repair or replacement of the Common Elements, including but not limited to those expenses enumerated in this Section.

1.8.2 Expenses agreed upon as Common Expenses by the Board;

1.8.3 Expenses declared Common Expenses by the provisions of this Declaration or the By-Laws;

1.8.4 Expenses for maintenance of all fences within the Common Area and other fences maintained by the Association.

1.8.5 All expenses associated with maintenance, repair, replacement, improvement or otherwise related to the Parking Areas, driveways, access right of ways, ingress and egress ways, entrances and drainage easements and systems.

1.8.6 The expense of trash and refuse pickup from normal use of a building located on a Lot.

1.8.7 Utilities incurred in connection with any Common Area, including water utility expense incurred for grounds maintenance of any Common Area or Maintained Area and any electrical expense incurred for freestanding lights located within any Common Area.

1.8.8 Expenses incurred in connection with repairs and maintenance of any common signage structure.

1.8.9 Expenses incurred in connection with repairs and maintenance of any fountain or other improvements located in a Common Area.

1.9 "Declarant" or "Developer" shall mean Mustang Park Centre, L.P., with its principal place of business in Mustang, Oklahoma.

1.10 "Declaration" shall mean the entirety of this instrument entitled Declaration of Covenants and Restrictions of Savannah Commons, including all Exhibits hereto.

1.11 "General Plan" shall mean the General Plan of Development for Savannah Commons as delineated by this Declaration, the recorded subdivision plat and subsequently recorded plats and the Master Plan.

1.12 "Lot" shall mean a tract of land so designated upon any now or hereafter recorded plat of The Property and any additional property platted pursuant to Section 2.2.

1.13 "Maintained Area" shall mean any part of any Lot that Declarant or Association determines should be maintained by Declarant or Association for that part of a Lot which is adjacent to the Parking Area for the purpose of continuity in the esthetic appearance of The Property. Maintained Areas shall include that portion of a Lot lying outside of the exterior building wall of any building on that Lot that is not otherwise within a Common Area; provided the maintenance of such Area shall only include normal and ordinary grounds maintenance, with the individual Lot owner to retain the responsibility for all repairs and replacements of grounds and landscaping. Maintained Areas include but are not necessarily limited to areas designated to hold or drain surface waters, and utilities in or associated with the Common Elements. Replacement of any landscaping shall be the responsibility of the individual Lot Owner. Maintenance and replacement of sidewalks and water sprinkler systems on each Lot shall be the responsibility of the individual Lot Owner. The Association reserves the right to designate additional Maintained Areas hereafter.

1.14 "Master Plan" shall mean The Master Development Plan and Design Statement, final plats, this document, engineering plans and specifications, surveys, this Declaration and any amendments or additions hereto, the By-Laws, and any amendments or additions thereto, and any other formal documents relating to the development of the properties, all of which are subject to the applicable PUD ordinance(s) for the City of Mustang.

1.15 "Member" shall mean those persons so defined in Section 3.1 and 3.2, below.

1.16 "Occupancy" of any Lot shall mean that point in time when the Owner or anyone authorized by the Owner moves into a building unit located thereon.

1.17 "Owner" shall mean the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure; nor shall such term include any other who has an interest merely as security for the performance of any obligation.

1.18 "Parking Areas" shall mean all driveways and parking spaces shown on any now or hereafter recorded plat of The Property.

1.19 "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.20 "Planned Unit Development" or "PUD" shall mean all documents filed and approved by the City of Mustang, together with Mustang's ordinances related thereto involving The Property.

1.21 "Rules" shall mean the rules of the Association adopted by the Board, as they may be in effect from time to time.

1.22 "The Property" shall mean the real property described on Exhibit "A".

ARTICLE II

Property Subject to this Declaration and Additions Thereto

Section 2.1 **Initial Property.** The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Mustang, Oklahoma, and shall be that portion of the Property which is platted as Savannah Commons, (Exhibit "B"), which property is initially subject hereto and referred to as "Initial Property".

Section 2.2 **Intent for Future Plats Within Existing Property.** The Declarant reserves the right to plat additional property contiguous to The Property or contiguous to any additional property platted pursuant to the terms of this Section 2.2 ("Additional Property"). When such Additional Property is platted, Declarant reserves the right to declare such Additional Property to be subject to all terms and conditions of this Declaration. Declarant reserves the right to modify any of the provisions hereof for such Additional Property, or at Declarant's option, to use that portion of the Additional Property in any manner Declarant might choose, subject only to compliance with applicable laws and the ordinances, rules and regulations of the State of Oklahoma and the City of Mustang.

Section 2.3 Modification of PUD. As long as Declarant owns any interest in The Property, Declarant retains the right to modify, change or amend the PUD without approval of any other Owner or any other Party, except the City of Mustang.

Section 2.4 City of Mustang. The use and enjoyment of the property covered by this Declaration is subject to all ordinances of the City of Mustang, Canadian County, Oklahoma. Accordingly, in order that the public interest may be protected, the City of Mustang shall be considered a beneficiary of the Covenants and Restrictions herein pertaining to such matters as location of uses, height of structures, setbacks, screening, maintenance of common facilities and access. The City of Mustang shall have the right to enforce compliance therewith. Further, the Parking Areas within The Property shall always be open to police, fire and other official vehicles and all state, federal, county and city agencies and subject to all traffic regulations of these agencies. Provided, the Association may take action to abate any nuisance or address any minor traffic issues. The City of Mustang Police has limited enforcement authority of municipal traffic codes within The Property. Law enforcement officials, including, but not limited to, the City of Mustang Police Department, are specifically invited into the Property for law enforcement investigation purposes, including, but not limited to, public inspection.

Section 2.5 Special Amendment. As long as Declarant owns any interest in The Property, Declarant reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration to comply with requirements or requests of any governmental entity having jurisdiction of any portion of The Property. Each deed, trust, or other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to, the reservation of this power of the Declarant. No Special Amendment made by Declarant shall affect or impair the lien of any first mortgagee upon a Lot or any warranties made by an Owner or first mortgagee in order to induce any of the above to make, purchase, ensure or guarantee the first mortgage on an Owner's Lot.

Section 2.6 Amendment as to Unsold Lots and Waiver. As long as Declarant owns any Lot, Declarant hereby reserves the right to revoke or amend these Declarations, by written instrument filed of record in the office of the Canadian County Clerk, in regard to any Lot owned by Declarant. The Declarant shall have the power to grant to any Owner a waiver, variance or exception of and from any of the provisions of this Declaration.

ARTICLE III

Membership and Voting Rights in Association Powers and Duties

Section 3.1 Membership. Membership in the Association shall be restricted to Lot Owners, and each Lot Owner shall be a Member of the Association. Membership shall become effective on the day an individual or entity becomes a Lot Owner. The Declarant's membership shall become effective upon creation of the Association. All powers of the Association may be executed by the Declarant until the formal creation of the Association.

Section 3.2 Effective Date of Subsequent Membership. When Additional Property is platted, and if Declarant subjects that property to this Declaration, each Lot Owner with respect to each Lot therein shall become a Member of the Association. Such membership shall become effective on the day an individual or entity becomes a Lot Owner. The Declarant's membership shall become effective upon the final plat of any such Additional Property.

Section 3.3 Voting Rights. Members shall be entitled to one vote for each Lot in which they hold an interest. When more than one person holds such interest or interests in a Lot, all such persons shall be Members, and 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 one Lot. Declarant shall have one vote for each Lot owned by Declarant. Notwithstanding any other provision hereof, Member shall not have Voting Rights until Declarant conveys all Common Areas to the Association. Prior thereto, Declarant reserves all Voting Rights for the Association.

Section 3.4 Powers and Duties. The Association shall have the powers and duties contained in the "By-Laws". In addition the Association shall have the following Powers and Duties:

- (a) The Association shall acquire and pay out of the assessments levied and collected in accordance herewith, for all Common Expenses.
- (b) Except as otherwise provided herein, the Association shall maintain or cause the Common Elements and the landscaping, improvements, facilities, and structure thereof to be maintained and kept in a good state of repair, and acquire for the Association and pay from assessments for such services, equipment, maintenance, and repair as it may determine are necessary in order to keep and at all times maintain the Common Elements improvements, and facilities thereon in a good and sanitary state of condition and repair.
- (c) Except as to the taxes, levies or assessments levied separately against an individual Lot and/or the Owner thereof, the Association shall pay all taxes, real and personal, and assessment, bonds and levies which are or would become a lien on the Common Elements.
- (d) The Association, at any time, and from time to time, may establish, in accordance with the By-Laws, such uniform rules and regulations as the Association may deem reasonable in connection with the use, occupancy and maintenance of the Common Elements by Owners, their guests, invitees and licensees, and the conduct of such persons with respect to vehicles, parking, bicycle use, use and parking of trucks and vans, facilities constructed on the Common Elements and other activities which if not so regulated, might detract from the appearance of the Common Elements or be offensive to or cause inconvenience, noise or damage to persons occupying The Property or visiting the Common Elements. The Association shall send a copy of such rules and regulations, together with amendments and additions thereto, to each Owner upon receiving written notice of his status as an Owner.
- (e) The Association may contract for a security service, and cause such service to be maintained as a Common Expense, provided that the decision to provide for a security service be at the sole option and discretion of the Association or Declarant.
- (f) Except for any mortgages incurred by Developer for development purposes whether now existing or incurred hereafter, no Common Area can be mortgaged or conveyed without the consent of at least eighty percent (80%) of the Lot Owners and the consent of the Declarant as long as Declarant owns any interest in any Lot.

Section 3.5 Enforcement. The Association and Declarant shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner. Further, each Owner shall be entitled to enforce the provisions of this Declaration to the extent authorized and permitted by 60 O.S. §856.

Section 3.6 Registration and Mailing Addresses of Owners; Association Address. Each Owner shall register his/her/its mailing address with the Association. Notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be served on the Secretary of the Board of Directors of the Association or upon the service agent of the Association as reflected in the office of the Secretary of State of the State of Oklahoma.

ARTICLE IV

Property Rights in Common Elements and Description of Easements

Section 4.1 Members' Easements of Enjoyment. Subject to the provisions of Section 4.4, every Member shall have a right and easement of enjoyment in and to the Common Elements and such easement shall be appurtenant to and shall pass with the title to every Lot. All property not lying within the boundaries of a Lot as reflected on Exhibit "B" has or will eventually be dedicated and/or platted and conveyed to the Association as Common Area of Savannah Commons. The right and easement of the Members with respect to Common Area may be limited, restricted or suspended by the Declarant during any time construction or maintenance is occurring within the Common Area.

Section 4.2 Conveyance of Common Elements. Declarant shall have the discretion to determine when to convey to the Association the Common Elements. Declarant shall have the discretion to make such conveyance(s) by one or more instruments at various times. Provided, if not sooner conveyed, the Common Elements shall be conveyed to the Association when Declarant no longer owns an interest in The Property.

Section 4.3 Easements for Utilities, Maintenance and Drainage. The Declarant hereby grants Easements over and under The Property for the installation, repair and maintenance of sanitary sewer, water, electric, gas and telephone lines and facilities, heating and air conditioning facilities, cable or master television antenna lines, drainage facilities, walkways and landscaping as shown on the Plat of The Property or as may be dedicated by Developer to the Association, the City of Mustang and franchised utility companies, for the purposes of ingress and egress and the repair and maintenance of utilities and drainage facilities. In addition, Declarant hereby grants and declares an easement for the drainage of surface waters and the construction and maintenance of a drainage system on the south 5 feet of Lot 4, the north 5 feet of Lot 5, and the west 5 feet of Lot 8. All easements herein granted are for the benefit of Declarant and its assigns, and the owners of Lots within Savannah Commons. However, each Owner whose Lot is traversed by the Utility and Drainage Easement located on the Plat, shall have the right to use of the Property traversed by said easement, subject to a 5 foot front yard, side yard and rear yard setback for all Lots, except no setback is required along the south line of Lot 5, the north and east lines of Lot 6, the south and diagonal line of Lot 17 and the north and diagonal line of Lot 18. Provided, said Owners shall not be permitted to deposit grass cuttings, brush, dead wood or any other debris on or in said Utility and Drainage Easement(s) or Common Area; provided further, said Owners shall not be permitted to fence said Drainage Easement(s). The Association and its designated agents and contractors shall have the obligation to maintain, repair and improve the Utility and Drainage Easement within all Common Areas which maintenance, repair and improvements shall be a Common Expense. There is hereby established a drainage easement over and across all parking areas for drainage and temporary detention of surface water runoffs from The Property or any adjacent property.

Notwithstanding any provision herein to the contrary, the easement above granted for the purpose of providing electric services to the Addition is limited to an easement in favor of Oklahoma Gas & Electric Company (OG&E), it being the intention that OG&E shall be the sole provider of electric services to the Addition.

Section 4.4 Limitations Upon Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

4.4.1 The right of the Declarant, so long as it holds legal title thereto, or the Association, to convey to any public agency, authority, or utility, easements for drainage or underground utility purposes across any part of the Common Area, provided that the proposed design and location of each such drainage and underground facility be first submitted in writing to and approved by the Architectural Committee and further provided that the Architectural Committee's approval shall be in writing, and may be qualified upon the satisfaction of specified conditions, but further provided that in the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans have been submitted to it, or in any case, if no suit to enjoin the construction of the

proposed facility has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed satisfied; and

4.4.2 The right of the Association to dedicate or convey all or any part of the Common Area, to which it has acquired legal title, to any public agency, authority, or utility for such purposes other than those specified in Section 4.4.2, above, and subject to such conditions as may be agreed to by the Members, provided, that no such dedication or conveyance by the Association, as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded agreeing to such dedication, conveyance, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken.

Section 4.3 Damage or Destruction of the Common Elements by Owners. In the event any part of the Common Elements is damaged or destroyed by an Owner, a Member of an Owner's family or any of an Owner's invitees, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repair shall be promptly paid by such Owner, upon demand, to the Association, and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments. For the purpose of this provision, the term "Owner's Invitee" is intended to be interpreted broadly and shall include, but not be limited to, the guests of an Owner, the guests of an Owner's family Members, lessees and the guests and invitees of any lessee.

Section 4.4 Additional Common Area. The Declarant reserves the right to determine additional Common Area(s) subsequent to the filing of any plat on any portion of the platted property the ownership of which is retained by Declarant.

Section 4.5 Easement for Perimeter Fence. Declarant hereby reserves an easement for the installation and maintenance of a perimeter fence along any Lot or Common Area boundary line. Declarant shall have the right, but not obligation, to install and maintain such fence at such locations as Declarant determines. Declarant further reserves the right to assign the responsibility for maintenance of such fence, in whole or in part, to Association. In such event Association shall be deemed to have an easement for the maintenance of such fence. The easement created by this section shall include a reasonable area on either side of such fence for the purpose of exercising the rights granted by this section.

Section 4.6 Easement for Maintenance and Improvements: The Association and Declarant are hereby granted an easement as necessary to install and/or maintain the Common Elements and Maintained Areas.

Section 4.7 Easement for Future Development: Declarant hereby reserves an easement for ingress and egress over and across all Common Elements, including, but not limited to, Parking Areas for development of property adjacent to Savannah Commons.

Section 4.8 Taxation of Common Areas: The Common Area has little or no market value separate and apart from the ownership of the Lots within The Property. This Declaration authorizes the County Assessor and the County Treasurer of Canadian County, Oklahoma, the option of separately assessing and taxing the Common Area, or of treating the same as an appurtenance to each individual Lot for ad valorem tax purposes only, and of including an undivided 1/18th of the value of the Common Area as part of the value of each of the 18 Lots in Savannah Commons.

ARTICLE V

Covenant for Assessment

Section 5.1 Creation of the Lien and Personal Obligation of Assessments.

5.1.1 The Declarant, for each Lot owned by it within The Properties, hereby covenants, and, except as provided in Section 5.1.2 below, the Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual maintenance assessments; (2) special assessments for capital improvements, both of which assessments are to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Such lien shall be paramount and superior to any exemption provided by law. Each such assessment, together with such interest thereon and cost of collection thereof as is hereafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due.

5.1.2 Assessments shall be payable by a Lot Owner upon closing of the purchase of a Lot, prorated for the remainder of that calendar year. Thereafter, assessments shall be payable on the first day of each calendar year. Provided, Declarant shall be responsible for the payment of any assessments on any Lots owned by Declarant not to exceed in the calendar year the aggregate amount of assessments collected from all other Lot Owners. Declarant shall have the option of paying its assessments in arrears. In the event Declarant pays any amount in excess of the amount due under this provision, the same shall be deemed a loan from Declarant to the Association.

5.1.3 Unless otherwise paid pursuant to terms hereof, when assessments become payable the Association or Declarant shall give notice to the Lot Owner thereof, and such assessment shall be paid within thirty (30) days of receipt of said notice.

Section 5.2 Purpose of Assessments.

5.2.1 The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Lot Owners and in particular for the payment of Common Expenses including, but not limited to, the improvement, maintenance, repair and operation of the Common Elements and related to the use and enjoyment of the Common Elements.

5.2.2 Only the Declarant, or its agents, representatives, or contractors, shall be authorized to maintain or improve those parts of the Common Elements to which the Declarant still holds legal title.

Section 5.3 Basis for Annual Assessments. The initial annual maintenance assessment shall be \$1,800.00 per Lot. The annual maintenance assessment may be increased by a vote of the Members as hereinafter provided in Section 5.5. The Board may, after consideration of current maintenance costs and future needs of the Association, fix the actual maintenance assessments at a lesser amount. Declarant shall not be assessed any special assessment whatsoever without Declarant's written consent.

Section 5.4 Special Assessments for Capital Improvements. In addition to the annual maintenance and assessments authorized by Section 5.3 hereof, the Association may levy in any

assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, repair or replacement of a described capital improvement within the Common Elements, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least fifteen (15) days in advance and which shall set forth the purpose of the meeting, and subject to the quorum provisions of Section 5.6, below, and provided further, that the maximum amount of any special assessment which may be assessed against any Member in any assessment year shall not exceed an amount equal to twice the maximum annual maintenance assessment for the same year. The due date of any special assessment provided for in Section 5.4 hereof shall be fixed in the resolution authorizing such assessments.

Section 5.5 Change in Basis and Annual Assessments. The Association may change the annual maintenance assessment fixed by Section 5.3 hereof, prospectively for any one year period and at the end of such one year period, for each succeeding period of one year, provided that any such change shall have the assent of a majority of the vote of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least fifteen (15) days in advance and which shall set forth the purpose of the meeting, and subject to the quorum provisions of Section 5.6, below.

Section 5.6 Quorum for Any Action. The presence at the meeting of Members, or of proxies, entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum.

Section 5.7 Uniformity of Assessments. Every annual maintenance and special assessment established under this Article V shall be fixed at a uniform rate for all Lots, subject to Section 5.3 above regarding assessing Declarant for special assessments.

Section 5.9 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of the Association.

5.9.1 If any assessment is not paid on or before the due date then such assessment shall be delinquent and until paid shall be a lien on the Lot. The personal obligation of the Lot Owner to pay such assessment shall continue until paid and shall pass to the successor in title.

5.9.2 If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at 18% per annum. The Association may bring legal action against all Lot Owners personally obligated to pay the same and/or an action to foreclose the lien against the Lot. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 5.10 Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Lot subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not, however, relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment. Mortgagees are not required to collect assessments. The failure to pay assessments does not constitute a default under any government insured mortgage.

Section 5.11 Exempt Property. All Common Elements be exempt from the assessments, charges and liens created herein.

ARTICLE VI

Architectural Control

Section 6.1 Review. No construction of any type, including but not limited to, any building, fence, walk, driveway, wall or other structure or improvements shall be commenced, erected or maintained upon The Property, including the Common Area, nor shall any exterior addition to or change or alteration be made, or any alteration to the topography, until the plans and specifications, including a plot plan showing the location of the proposed improvement(s) with respect to topography, finished ground elevations, and in relation to front building and side Lot setback lines, and showing the nature, kind, shape, heights, materials, elevation and location of the same shall have been submitted to and approved in writing as to harmony of external design and locations in relation to surrounding structures and topography by the "Architectural Committee", which shall, as used herein, mean either (a) the Declarant so long as the Declarant owns any interest in The Property or (b) thereafter the Board, or a committee composed of three (3) or more representatives approved by the Board, shall become the "Architectural Committee". With respect to all such submissions, the judgment of the Architectural Committee shall be conclusive. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Committee fails to approve or disapprove any such design and location within thirty (30) days after the required plans and specifications have been submitted to it, or in any case, if no suit to enjoin the construction, addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed to have been fully satisfied. Any such decision by the Architectural Committee approving or disapproving any structures or any builder shall be final and binding on all parties.

Section 6.2 Fees. A fee may be charged by the Architectural Committee for the review specified in Section 6.1 or for any waiver or consent provided for herein. Before any fee is charged a fee schedule shall be approved by the Board.

Section 6.3 Proceeding With Work. Upon receipt of approval as provided in Section 6.1, the Owner shall, as soon as practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 6.1.

Section 6.4 Approval of Builder/Contractor. No construction of any type, including any construction described in Section 6.1 above, shall occur upon any Lot until the builder/contractor has been approved in writing by the Architectural Committee.

Section 6.5 General Design of Building Exteriors. It is the intent of this Declaration that the general design of all building exteriors conform to Exhibit "C" hereto. The purpose is to provide a consistent architectural theme throughout the Property, but not to have every building be identical in dimensions, building material and appearance as every other building. Therefore, this section is for the purpose of providing a guideline to Owners and the Architectural Committee in reference to the approval plans under Section 6.1 above. The purpose is to achieve architectural deviation, but to incorporate the same exterior elements on all buildings. Individual architectural style on each building is encouraged. In the event the materials described on Exhibit "C" become unavailable, a suitable substitute shall be selected by the Architectural Committee. The Architectural Committee shall have the discretion to allow minor deviations from the specifications set forth on Exhibit "C". Variations may occur in window placements and/or size of windows, masonry accents, exterior lighting, exterior door placements and related architectural/functional design provided the same are consistent with the overall intent of these Covenants and this section.

Section 6.6 Exterior Appearance, Maintenance and Painting. Each Owner is required to maintain the exterior appearance, including but not limited to, color or materials, of the building on that Owner's Lot. No Owner may alter or change the exterior appearance, architectural style or any fence or other structure without the prior written consent of the Architectural Committee.

ARTICLE VII

Land Classification, Permitted Uses and Restrictions

Section 7.1 Land Classification. All Lots and the building improvements constructed on The Property shall be occupied and used as offices, retail or limited residential use in compliance with the PUD Zoning District of the City of Mustang. Residential use shall be limited to the second story of a building provided that all access thereto shall be wholly contained within the building. There shall be no exterior access or stairways to a residential use whatsoever. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof; provided, any lease shall be in writing and shall be for a period of time not less than thirty (30) days. Any lease shall be subject to all the terms and conditions of this Declaration.

Section 7.2 Building Restrictions.

7.2.1 Minimum Building Size for Savannah Commons. The minimum building, exclusive of basement, open porches, and overhangs to be built on the Lots within Savannah Commons shall be 2,200 square feet on the first floor.

The minimum building size for Additional Property made subject hereto under Section 2.2 shall be established at the time of platting by the Declarant but in no event shall the minimum building size be less than 2,200 square feet if Additional Property is declared to be subject to this Declaration.

7.2.2 Maximum Height. No building shall exceed 2 ½ stories or 43 feet in height.

7.2.3 Exterior Building Materials. A minimum of eighty five percent (85%) of the actual exterior walls of any building (excluding all exterior doors, and windows), must be constructed of brick, brick veneer, stone, stone veneer, stucco or other masonry, all in accordance with the specifications of Exhibit "C" hereto. Notwithstanding the proceeding sentence, 100% of the exterior of any fireplace shall be constructed of brick, brick veneer, stone, stone veneer, stucco or other masonry. However, a majority of the Architectural Committee may, in its discretion, waive in whole or in part the restrictions in this paragraph, provided such waiver is obtained in writing in advance of construction.

7.2.4 Roofs. In addition to approval of plans and specifications for the construction of a building, all proposed roofs must be approved. Plans and specifications must be submitted to the Architectural Committee and approved prior to the construction of the building or the installation of any roof material. Acceptable roofing materials are set forth on Exhibit "C" hereto. All roofs must have at least an 8/12 pitch, provided, the Architectural Committee shall have discretion to approve partial or total flat roofs in lieu of a minimum 8/12 pitch.

7.2.5 Building Limit Lines. There shall be a 5 foot front yard, side yard and rear yard setback for all Lots, except no setback is required along the south line of Lot 5, the north and east line of Lot 6, the south and diagonal line of Lot 17 and the north and diagonal line of Lot 18. Lots may be combined to accommodate buildings that straddle lot lines, in which case the setback lines shall pertain to the exterior lines of the combined lots only. No building shall be erected over or across any utility easement.

7.2.6 Signs. No signs or billboards will be permitted in the Common Area, except signage for the entire area, which may or may not include individual business names, all in the sole discretion of the Architectural Committee. Signs located on buildings may be permitted in

the discretion of the Architectural Committee. Provided, this restriction shall not apply to Declarant.

7.2.7 Lawns and Sprinkler Systems. Prior to occupancy, lawn sodding and lawn irrigation must be completed by the Owner for all yards on any Lot. The sprinkler system shall provide adequate irrigation for lawns, flower beds, shrubby and other landscaping. Each Lot Owner shall be responsible for the maintenance and repairs of the sprinkler system located on their respective Lot.

7.2.8 Landscaping. A landscape plan, showing the location of planting beds or other areas and a description of the plant material, including size and species, must be presented to the Architectural Committee along with any building plans at time of initial approval. Such landscape plan must provide for a substantial amount of adequately sized plant material that represents at least one percent (1%) of the total cost of construction, exclusive of the cost of the lawns and sprinkler system. Landscape plans must also contain hardscape elements to compliment the finished exterior appearance of the building and grounds. Examples are brick or stone retaining walls around planting areas, brick, stone or stamped concrete walkways or patio areas and other such landscape features as appropriate to an overall landscape design.

7.2.9 Waste. No waste shall be committed on the Common Elements. Any damage or waste to Property within the Common Elements, including landscaping damage, shall be the responsibility of any Owner who causes, or whose employees, guests or tenants cause any such waste or damage, and shall be assessed against that Owner's Lot and collected in the same manner as other assessments herein.

7.2.10 Grading Excavation. No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the adjacent property and/or the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement. Any such interference, encroachment, alteration, disturbance or damage due to the negligence of an Owner or his agents, contractors, or representatives will be the responsibility of such Owner, and the Owner of the line, pipe, wire, or easement may affect all necessary repairs and charge the cost of the same to such Owner.

7.2.11 Moving Existing Buildings Onto a Lot Prohibited. No mobile homes, manufactured or existing structures may be moved onto any Lot from another location, except as temporary sales and/or construction office as approved by Declarant.

7.2.12 Completion of Construction. Upon commencement of excavation for the construction of a building, the work must thereafter be continuous, unless a delay is approved by the Architectural Committee in writing, and must be completed within one year. If not so completed, the Declarant (unless the Declarant is no longer an Owner and then the Association) may, but shall not be obligated to, complete such construction, at the Owner's sole cost and expense. Whether the completion of such construction shall be performed by the Declarant or by the Association, a lien for the amount of costs necessary to complete such construction shall be imposed against the subject Lot in the same manner as if such lien arose by reason of delinquent assessments, and such costs shall constitute a personal obligation of the record owner of said Lot at the time such completion expenditures are made.

7.2.13 Utilities. No Owner shall demand or require the furnishings of such services through or from overhead wiring facilities. All utility services shall be delivered to all buildings through an underground distribution system.

7.2.14 Mail Boxes. No individual building mail boxes are permitted. A common mail drop(s) or mail box(es) shall be provided by Declarant, and shall be considered a Common Element.

7.2.15 Parking of Vehicles. No trucks, campers, recreational vehicles, motor homes or large commercial vehicles, or any vehicle in the process of being repaired or which is otherwise inoperable, shall be stored or parked on any Lot or Common Area. No overnight parking of any vehicle on any Common Area or Lot is permitted. 220 common parking spaces are available within The Property for the common use of all Owners, their employees and invitees. All such common parking spaces shall be available on a first come basis for use by any Owner, their employees and invitees. Provided, Declarant reserves the right to designate specific employee parking areas. If so designated, such areas shall be used by employees of Owners rather than any other parking spaces within The Property. Notwithstanding any other provision herein to the contrary, the drive through facility which is anticipated on Lot 7 is reserved specifically for use by the Owner of Lots 6 and 7, their employees and invitees.

7.2.16 Drainage Easement(s). No fence, structure, planting or other materials shall be placed or permitted to remain within any drainage easements shown on the plat or otherwise granted, which may damage or interfere with, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. No conveyance by Declarant of any Lot, or any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey Declarant's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of Declarant to thereby convey or release the easements.

7.2.17 Exterior Lights. Outdoor lighting fixtures, including, but not limited to, flood lights, security lights, lampposts, directional lights, landscape lighting and any other yard lighting, must be approved by the Architectural Committee and must not be offensive to any adjoining Lot Owners. No public utility provided "bright lights" or "security lights" are permitted without approval of the Architectural Committee.

7.2.18 Surface Drainage. Each Lot shall receive and drain in an unobstructed manner the storm and surface waters from Lots, the Parking Area and drainage areas of higher elevation on and adjacent to The Property and from public streets, Common Areas and easements. No Lot Owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and/or surface waters over and across that Lot. The Architectural Committee may, in its discretion, waive in whole or in part, the restrictions of this section.

7.2.19 Stemwalls. All buildings must be constructed with dug footing foundations that permit brick to come all the way to the ground on all sides of the building without exposing the stemwall in any area.

7.2.20 Diseases and Insects. No Owner shall permit anything or condition to exist upon any Lot which shall include, breed or harbor infectious plant diseases or noxious insects.

7.2.21 Model(s). Declarant and its employees and agents may maintain a business, construction and sales office, model and other sales facilities necessary or required until all Declarant's interest in The Property is sold. Declarant may allow approved builders to build and maintain one or more model office buildings.

7.2.22 Offensive or Noxious Use. The Owner of any Lot shall not use or allow the use of such Lot for any purpose which will be noxious, offensive or detrimental to the use of the other Lots or which will create or emit any objectionable or offensive noise, light, noxious odors, dusts, gases, fumes or other such material or which will in any manner violate any applicable zoning ordinance and/or regulations enacted by any duly constituted governmental authority. The Board shall have the authority to declare the existence of a nuisance and the decision of the Board in making such declaration shall be binding. Any Lot Owner shall have the right to file a complaint to abate any nuisance, in writing, with the Board. If the Board does not resolve the complaint within 30 days, the complainant may file an action in the District Court of Canadian County, Oklahoma, for abatement of such nuisance.

7.2.23 Exclusion of Developer. This article does not apply to the Developer. The Developer reserves the right to develop The Property in Developer's discretion.

7.2.24 Variances. As to any Lot, the limitations and restrictions of Article VII may be waived or modified by the Architectural Committee, upon written application made in advance by the Lot Owner seeking a variance, as to which the judgment of the Architectural Committee shall be conclusive; provided, however, that if the Architectural Committee fails to approve or disapprove such application within thirty (30) days after its receipt, the application shall be deemed approved.

7.3 Transfer of Rights. Declarant shall be deemed to have transferred its rights and obligations under this Article to Association when Declarant no longer owns an interest in The Property.

ARTICLE VIII

General Restrictions

Section 8.1 Use of Lots. Each Lot in Savannah Commons, with the exception of the Common Areas, shall be used exclusively for commercial offices, retail and restricted residential purposes in accordance with Section 7.1 above. Notwithstanding anything contained within this Declaration to the contrary, the Declarant and/or the Association may maintain such offices or other facilities as are necessary for the conduct of the Declarant and/or Association's business and the upkeep and maintenance of the Common Elements.

Section 8.2 Replacement of Damage or Destroyed Buildings. In the event of total or partial destruction of any building improvement on a Lot, any replacement building improvement shall be constructed as nearly as possible to be identical to the original. All plans for the construction of replacement improvements shall be submitted to the Declarant so long as Declarant owns any interest in The Property and thereafter to the Architectural Committee. An Owner must obtain written approval from the Declarant, or the Architectural Committee as appropriate, prior to commencement of any reconstruction.

Section 8.3 Certificate of Compliance. Upon completion of the construction or alteration of any building, fence, wall or other improvement in accordance with plans and specifications approved pursuant to this Declaration, Declarant, or the Architectural Committee if Declarant no longer owns an interest in The Property, at the request of the Owner, shall issue a Certificate of Compliance which shall be prima facie evidence that the building and all improvements referenced in such Certificate have been approved by the Declarant or Architectural Committee and constructed in full compliance with the provisions of this Declaration.

Section 8.4 Storage of Building Materials. The Declarant reserves the right to designate specific areas and to change such designation from time to time for the storage of building materials. Otherwise, no building material of any kind or character shall be placed or stored upon the property line of the Lot upon which the improvements are to be erected and shall not be placed in the Parking Area.

Section 8.5 Vacant Lots. No trash, ashes, brush, clippings or other refuse may be thrown or dumped on any vacant Lot or Common Area.

Section 8.6 Storage Tanks. No tank for the storage of oil or other fluids may be maintained about the ground and outside an authorized structure on any of the Lots.

Section 8.7 Drilling. No drilling or puncturing of the surface for oil, gas other hydrocarbons, or other minerals, shall be permitted without the prior written consent of the Architectural Committee. Declarant may drill water wells for irrigation.

Section 8.8 Boats, Trailers, etc. Boats, trailers, motor homes, or other recreational vehicles may not be parked, kept, or maintained on any Parking Area or Lot.

Section 8.9 Temporary Residences. Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence except during the construction period, and then only by a workman or watchman and with the prior written approval of the Architectural Committee.

Section 8.10 Maintenance of Lawns and Plantings on Lots. The Association shall be responsible for the maintenance of all landscaping located in Common Areas and on any Lot; provided, each Lot Owner, other than Declarant, shall be solely responsible for the cost and installation of the initial landscaping of such Lot and the installation of a sprinkler system which shall be connected to the Common Area sprinkler system. Such landscaping and sprinkler system shall be installed contemporaneously with the construction of any improvement on a Lot. The Lot Owner shall be responsible for the cost and replacement of landscaping as is reasonably necessary, and for the cost and repair or replacement of the sprinkler system on their respective Lot. Landscaping and sprinkler system plans shall be submitted to the Architectural Committee prior to the commencement of installation. Installation of landscaping and sprinkler systems shall not commence until the Architectural Committee has approved in writing such plans, or revisions of such plans, if required by the Architectural Committee. The Lot Owner at such Owner's sole expense shall be responsible for maintaining in good repair the exterior of all improvements constructed on each Lot. In the event an Owner fails to comply with the provisions of this Section in the reasonable opinion of the Architectural Committee, the Declarant or the Association shall have the right, but not the duty, to take such action as it determines to be necessary to comply with the provisions of this Section and to assess the cost of such compliance to the Lot Owner, which cost shall become a lien against said Lot the same as the assessment lien provided for in Section 5.9 above.

Section 8.11 Repair of Buildings and Improvements. No building or improvement upon any Lot shall be permitted to fall into disrepair, but shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 8.12 Garbage, Trash Containers and Collections. All refuse, including lawn and garden clippings and trash, shall be kept in containers provided by the Association.

Section 8.13 Antennae and Satellite Dishes. Other than television antennae and television satellite dishes, no antennae of any type, including, but not limited to, transmitting antennae or radio antennae, are permitted.

Section 8.14 Prohibition of Splitting or Subdivision of Lots. No Lot shall be subdivided, divided, or split, without the approval of the Architectural Committee. Two or more Lots may be combined for construction of a single building with the approval of the Architectural Committee.

Section 8.15 Security. Law enforcement officials, including, but not limited to the City of Mustang Police Department, are specifically invited into The Property for law enforcement and

investigation purposes, including, but not limited to public inspection. The Association and Owners are not prohibited from contracting separately for private security.

Section 8.16 Declarant Easement. Declarant retains an easement(s) as may be reasonably necessary for the purpose of discharging Declarant's obligation or exercising Declarant's rights described herein.

ARTICLE IX

General Provisions

Section 9.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, devisees, personal representatives, trustees, successors and assigns, for a term of twenty-one (21) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided that no such agreement to change shall be effective unless made and recorded six (6) months in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 9.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mails, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 9.3 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity by the Association or any Lot Owner against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, provided, that failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any suit brought hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees.

The commencement, construction or placement of any dwelling, building, fence, wall, other improvement or structure without the approval of the Architectural Committee shall be in violation of the Declaration. Upon written notice from the Architectural Committee, such dwelling, building, fence, wall or other structure or improvements shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, then the Association shall have the right, through its agents and employees, to enter upon such Lots and to take such steps as may be necessary to remove or otherwise terminate such violation, and the costs thereof shall be assessed against the Lot upon which such violation occurred. A statement for the amount thereof shall be rendered to the Owner of said Lot, at which time the assessment shall become due and payable and a continuing lien upon said Lot and an obligation of the Owner, and may be enforced as provided herein. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable daylight hour for the purpose of ascertaining whether any violation of the provisions or requirements herein, exist on such Lot; however, no such entry and inspection shall be taken without a resolution of the Architectural Committee or the Board of Directors, and after reasonable notice to the Owner of such Lot. Neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 9.4 Right to Assign. The Declarant by appropriate instrument may assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may at their sole option exercise, transfer or assign such rights, reservations, easements, and privilege or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

Section 9.5 Invalidity of Any Provision. Should any provision of this document be declared invalid or in conflict with any law of the jurisdiction where the Project is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

Section 9.6 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 the Covenants, Conditions and Restrictions herein may be enacted by the vote or written assent of two-thirds (2/3rds) of the Owners; 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 Canadian County, Oklahoma.

Section 9.7 Conflict of Project Documents. If there is any conflict among or between the Project documents, the provisions of this Covenants, Conditions and Restrictions shall prevail; thereafter, priority shall be given to Project documents in the following order: Plat, By-Laws and rules and regulations of the Owner's Association.

Section 9.8 No Warranty of Enforceability. While the Developer has no reason to believe that any of the restrictive covenants of this Article 9 or elsewhere in these Covenants, Conditions and Restrictions are or may be invalid or unenforceable for any reason or to any extent, it makes no warranty or representations to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot in the Project 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 maker hereof harmless therefrom.

ARTICLE X

Common Elements Rules

Section 10.1 Declarant until such time as Declarant conveys all Common Areas and Elements to Association, and Association thereafter, shall have the power and authority to adopt and enforce rules related to the use of Common Elements.

IN WITNESS WHEREOF, THIS DECLARATION is executed by the Declarant this 26 day of April, 2007.

MUSTANG PARK CENTRE, L.P.
By: Crout Development Company, General Partner
By: [Signature]
Robert L. Crout, III, President

STATE OF OKLAHOMA |
COUNTY OF CANADIAN | ss.

Before me, a Notary Public in and for said County and State, on this 26 day of April, 2007, personally appeared Robert L. Crout, III, to me known to be the identical person who executed the within and foregoing instrument as President of Crout Development Company, General Partner of Mustang Park Centre, L.P., and acknowledged to me that he executed the same as his free and voluntary act and deed and the voluntary act and deed of said company, for the uses and purposes therein set forth.

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



[Signature]
Notary Public

(SEAL)

My Commission Expires 3/28/2011

EXHIBIT "A"

Savannah Commons

Legal Description

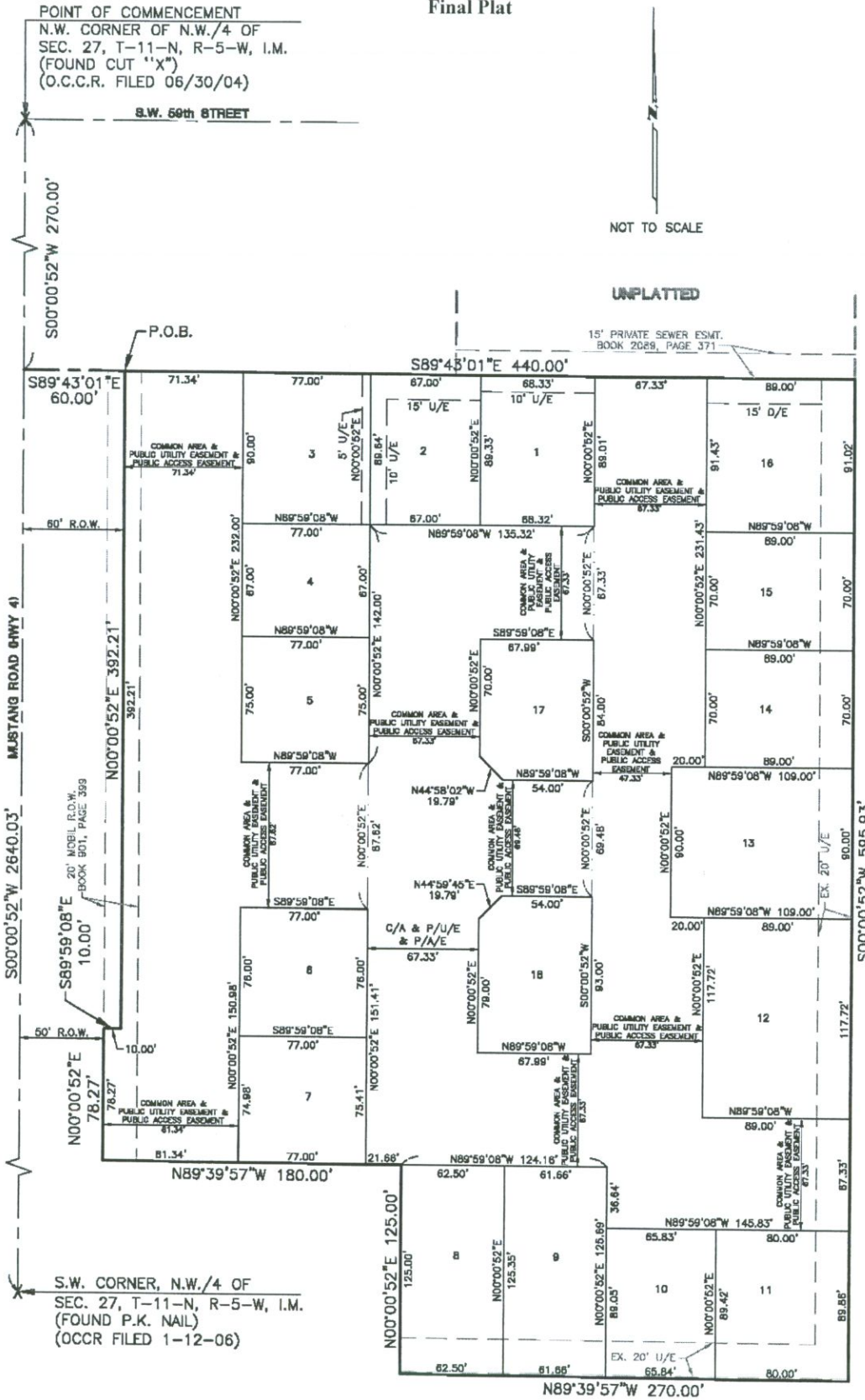
A tract of land located in the Northwest Quarter (NW/4) of Section Twenty-seven (27), Township Eleven North (T-11-N), Range Five West (R-5-W), of the Indian Meridian (I.M.), City of Mustang, Canadian County, Oklahoma, said tract being more fully described as follows:

COMMENCING at the Northwest Corner of said NW/4;
Thence S 00°00'52" W along the West line of said NW/4 a distance of 270.00 feet;
Thence S 89°43'01" E a distance of 60.00 feet to the Point of Beginning;
Thence continuing S 89°43'01" E a distance of 440.00 feet;
Thence S 00°00'52" W a distance of 595.93 feet;
Thence N 89°39'57" W a distance of 270.00 feet;
Thence N 00°00'52" E a distance of 125.00 feet;
Thence N 89°39'57" W a distance of 180.00 feet to a point on the right-of-way of State Highway 4;
Thence along said right-of-way the following three calls:
N 00°00'52" E a distance of 78.27 feet;
Thence S 89°59'08" E a distance of 10.00 feet;
Thence N 00°00'52" E a distance of 392.21 feet to the Point of Beginning,
said tract
containing 5.55 acres, more or less.

EXHIBIT "B"

Savannah Commons

Final Plat



SAVANNAH LAKES 2nd ADDITION
BOOK 8, PAGE 279

EXHIBIT "B-1"

Savannah Commons

Master Development Plan Map

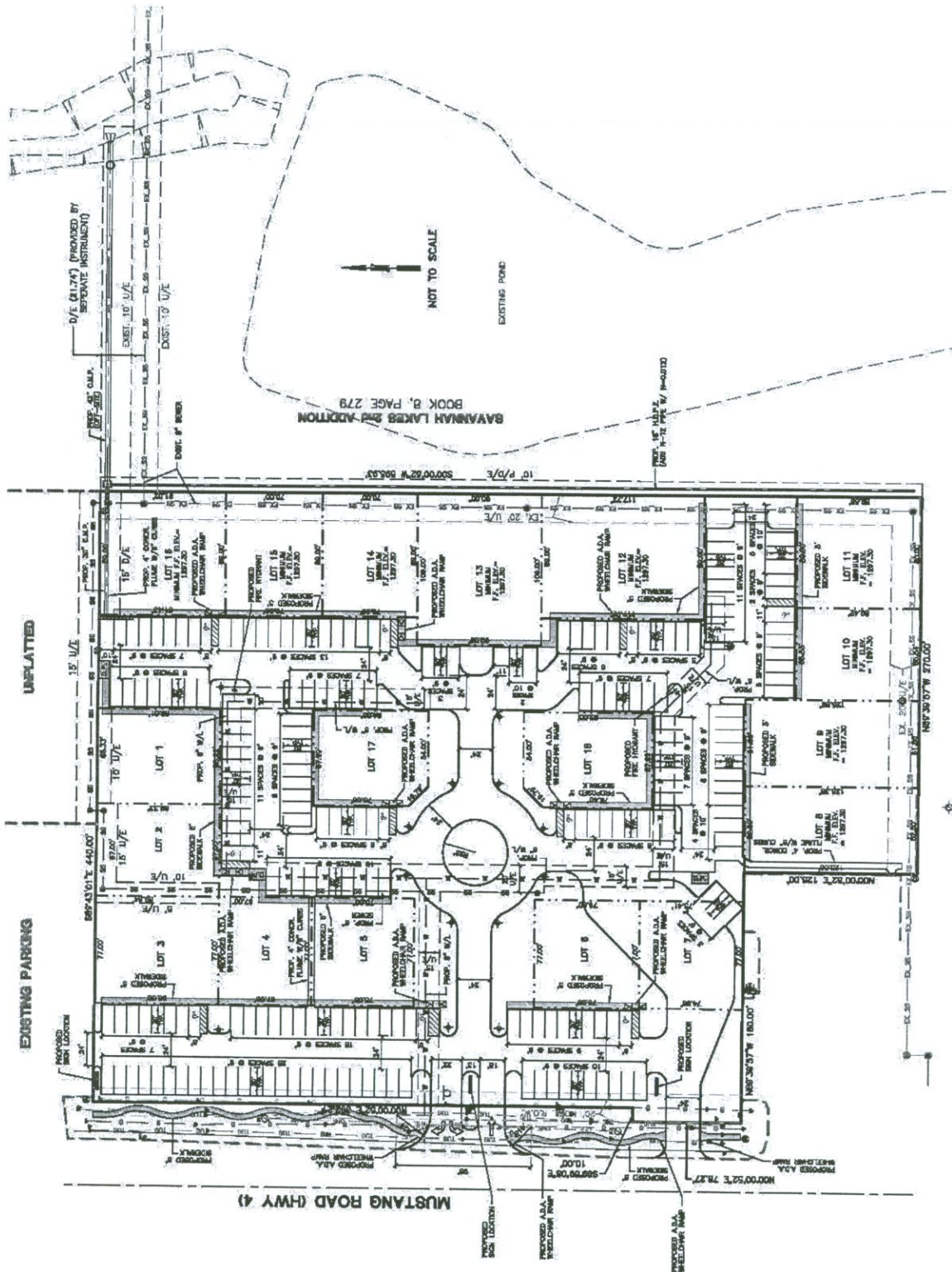


EXHIBIT 'C'

Savannah Commons

Construction Standard Specifications and Guidelines

*Brick Veneer:	Queen Size Blanchfield Woodmold – Queen Size (Boral) See Note Below
*Stone Veneer:	Midway Brown Tumbled
Exterior Paint Colors:	Dark Bronze, Tan, Taupe Approved Prior Approval for Other Selections
Exterior Windows & Doors:	Wood: Painted Approved Colors Aluminum: Dark Bronze
*Roofing Shingles: see note	Elk, Capstone, Moss Rose See Note Below
Finials:	Preferred
Stucco or Efis:	Prior Approval by Architectural Committee
Concrete Stamping:	Prior Approval by Architectural Committee
Paving Stones:	Prior Approval by Architectural Committee
Exterior Metal Colors:	Copper, Dark Bronze, Tan, Taupe Approved Prior Approval for Other Selections
Landscaping:	Prior Approval by Architectural Committee
Irrigation:	A Common Irrigation Main is Available for all lots. Contact Architectural Committee for Details.

*Required specification. Other items are considered guidelines to be followed unless otherwise approved by the Architectural Committee. Required specifications must be followed unless specified material is not available in which case the Architectural Committee must approve a substitute specified material.

Note:

*Brick Veneer	The Boral Branchfield Woodmold is discontinued. Approved Brick is Boral Queen size S200/232. If unavailable, then approved Brick is Boral Rustic River.
*Roofing Shingles	The Elk Capstone roofing shingle has been discontinued. Approved roofing shingle is Certaineed Independence Colonial Slate.