

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SETTLERS CROSSING I, AN ADDITION TO OKLAHOMA COUNTY, STATE OF
OKLAHOMA, THE SAME BEING A PART OF THE NW/4 OF SECTION 17,
TOWNSHIP 14N, RANGE 3W IM, IN OKLAHOMA COUNTY, STATE OF OKLAHOMA

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SETTLERS' CROSSING I,
AN ADDITION TO OKLAHOMA COUNTY, STATE OF OKLAHOMA**

PREAMBLE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SETTLERS' CROSSING I, AN ADDITION TO OKLAHOMA COUNTY, STATE OF OKLAHOMA ("these Declarations"), are made as of this 27th day of October, 1997, by Settlers' Crossing, L.L.C., an Oklahoma limited liability company existing under and by virtue of the laws of the State of Oklahoma.

WITNESSETH

WHEREAS, Declarant is the owner of certain real property located within Oklahoma County, State of Oklahoma, which is more particularly described in Exhibit It "A" It attached hereto and incorporated herein by reference;

AND WHEREAS, it is the purpose of this Declaration to cause said real property to be surveyed and platted in stages under the name "Settlers' Crossing". as a residential subdivision to Oklahoma County, State of Oklahoma and to create and include as part thereof permanent open areas at the entrance thereof and throughout the area with improvements, landscaping, fencing and signage erected or to be erected thereon, and other common facilities for the benefit of this particular community;

AND WHEREAS Declarant desires to provide for the preservation of the values and amenities in said community and the upkeep, maintenance, improvement and administration of the community and its open areas, and all improvements now existing or hereafter erected thereon and to establish a corporate entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereafter created;

AND WHEREAS, there will be incorporated under the laws of the State of Oklahoma, as a non-profit corporation, an entity to be known as Settlers' Crossing Association, Inc., for the purpose of exercising the aforementioned functions;

NOW THEREFORE, Declarant hereby declares that the real property described in Article III hereof is and shall be held, sold, conveyed and occupied subject to the conditions, covenants, restrictions, dedications, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") 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 and restrictions shall run with and touch and concern the real property, and shall be binding on all parties having or acquiring any right, title or interest to or in any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

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

A. "Association" shall mean and refer to Settlers' Crossing Association, Inc., a non-profit corporation to be incorporated under the laws of the State of Oklahoma, its successors and assigns.

B. "Common Areas" shall mean all real property, whether improved or unimproved, owned, leased or controlled by the Association for the common use and enjoyment of the Members of the Association. The Common Areas to be conveyed to the Association at the time of the conveyance of the first Lot during this initial stage of development are described as Blocks A, B, C, D, E, F, G, H, J, K, and M, all as shown on the plat attached hereto as Exhibit "B" and incorporated herein by reference.

C. "Declarant" shall refer to Settlers' Crossing, L.L.C., an Oklahoma limited liability company, its successors or assigns.

D. "Fences" shall mean the following where the context so indicates:

(1) "Adjoining Fences" shall refer to two or more separate fences which adjoin and are exposed to public view.

(2) "Common Area Fences" shall refer to any fence on a Lot which is adjacent to, abuts, or borders any Common Area.

(3) "Association Fences" shall refer to any fence erected or placed on any Common Area or along easements and around the perimeter entrance to Settlers' Crossing.

E. "Frontage" or "Fronts" shall mean the direction or way the major elevation of the house or structure erected on a Lot shall face.

F. "Lot" shall mean and refer to any platted and numbered single-family residential lot shown upon any recorded plat depicting the Subdivision, with the exception of the Common Areas.

G. (sic)

H. "Member" shall mean and refer to every Person who holds membership in the Association as more fully set forth in Articles IV and VI of these Declarations.

I. "Owner" shall mean and refer to the record owner, whether one or more Persons, of a Lot which is or may become a part of the Subdivision, or may be annexed to form a part of the Settlers' Crossing subdivision (as more fully provided in Section I(M) of Article I of these declarations), including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

J. "Person" shall mean an individual, corporation, partnership, association, limited liability company, trust or other legal entity, or any combination thereof.

K. The "Property" shall mean and refer to that certain real property described in Article III hereof, and such additions thereto and other real property within the Subdivision as hereinafter defined as may hereafter be annexed thereto and/or brought within the jurisdiction of and subject to assessment by the Association.

L. "Street" shall mean any street, lane, drive, boulevard, court, circle, road, place, manor or terrace.

M. The "Subdivision" shall mean all or any part of the Property described in Exhibit "A" attached hereto and incorporated herein by reference and all additional adjoining and non-adjoining property that Declarant may cause to be added to the Settlers' Crossing .subdivision through reference of or incorporation by these Declarations.

The use of the foregoing defined words in the singular shall also be deemed to refer to the plural, and vice versa, when the context so requires.

ARTICLE II STAGED DEVELOPMENT

Section 1. Initial development. Although this initial Declaration restricts only the Property, Declarant without the consent of the Association may develop additional phases of Settlers' Crossing within or without the

Subdivision, which may be annexed to the Property, and which future annexation will provide for the addition of Owners in such other areas as Members of the Association and of additional Common Areas to be owned by the Association. During its existence, the Association will include, as Members, every Owner within the Subdivision. Each additional phase shall be governed by its own use restrictions and covenants which shall be filed of record with the records of Oklahoma County, State of Oklahoma, at the time of development by Declarant.

Each Member of the Association will be subject to its Articles of Incorporation, By-laws, rules and regulations, as from time to time are established and/or amended. The Common Areas which will be owned by the Association, are included in the attached plat and shown as Blocks A, B, C, D, E, F, G, H, J, K, and M and could ultimately include other lands within the Subdivision which are not included in said plat.

Section 2. Additional development. Should Declarant develop additional lands within the Subdivision, such additional lands may be annexed by Declarant to the Property and made a part of the Settlers' Crossing subdivision without the consent of the Members.

ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be initially held, transferred, sold, conveyed and occupied, subject to these Declarations is located in Oklahoma County, State of Oklahoma, and is more particularly described as follows:

Blocks 1, 2, 3, A, B, C, D, E, F, G, H, J, K, and M to Settlers' Crossing I, an addition to Oklahoma County, State of Oklahoma, the same being a part of the NW 1/4 of Section 17, T14N, R3W I.M, as reflected in that certain plat filed in Book 58, Page 98 of Plats, in the records of Oklahoma County, State of Oklahoma, and as more fully shown and evidenced by Exhibit "B", attached hereto and incorporated herein by reference, together with any further additions that Declarant may later develop as more fully provided in Article II of these Declarations.

ARTICLE IV MEMBERSHIP IN THE ASSOCIATION

Every Person who is a record Owner of a fee or undivided interest in any Lot shall be a Member of the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of Lot shall be the sole qualification for membership in the Association.

ARTICLE V DUTIES OF ASSOCIATION AND OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS

Section 1. Association's Duties. The Association shall maintain:

- A. all portions of and structures situated upon the Common Areas;
- B. landscaping within public rights-of-way within or abutting the Property;
- C. such portions of any additional property included within the Property as may be dictated by this Declaration, any subsequent declaration, or any contract or agreement for maintenance thereof entered into by the Association;
- D. all ponds, streams and/or wetlands located within the Property which serve as part of the storm water drainage system for the Property, including improvements and equipment installed therein or used in connection therewith; and

E. any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable.

Section 2. Association's power to limit rights of enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall-pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to limit the number of guests of Members and to set and regulate the conditions under which Common Areas may be used by Members and/or their guests, subject to the terms and provisions hereof.

B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.

C. The right of the Association, in accordance with its Articles of Incorporation and By-laws, and with the assent of two-thirds (2/3) of each class of Members, to borrow moneys for the purpose of improving the Common Areas and the facilities and improvements thereon, and in aid thereof to mortgage said Common Areas or any portion thereof.

D. The right of the Association to suspend the voting rights and right to use of the Common Areas by a Member for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of the Association's published rules and regulations.

E. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association, provided however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer and signed by a majority of each class of Members is filed of record in the office of the County Clerk for Oklahoma County.

F. The right of the Association to enforce these Declarations and to enact and enforce rules and regulations concerning the use of the Common Areas. The power of enforcement set forth in this Paragraph F shall include the power of the Association to impose monetary fines (including daily assessment fines) upon Members for violations of said rules or of these Declarations provided, however, that said fines shall not be enforced ex-post facto and provided further that the Member against whom such fine or fines are assessed shall be given an opportunity for a hearing before the Association's Board of Directors to present evidence against a finding of violation by the Board of Directors. Such fines may be assessed as foreclosable liens against the Lot owned by the fined Owner.

Section 3. Delegation of right to enjoyment. Any Member may delegate, in accordance with the Association's By-laws, his or her right of enjoyment to the Common Areas and facilities to the members of his or her family who reside on his or her Lot, or to his or her tenants or contract purchasers who reside on his or her Lot, subject to such rules, regulations and limitations as the Association may from time to time establish.

Section 4. Covenant to deed. Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Areas described as Blocks A, B, C, D, E, F, G, H, J, K, L and M, as shown in the plat attached hereto as Exhibit "B" and incorporated herein by reference, to the Association free and clear of all encumbrances and liens, upon the conveyance of the first Lot depicted in the plat attached hereto as Exhibit "B" and incorporated herein by reference.

Section 5. Control of common areas. The Association shall control, maintain, manage and improve the Common Areas as provided in these Declarations and in its Articles of Incorporation and By-laws.

Section 6. Rights subject to regulations. Any other provision hereof to the contrary notwithstanding, all Members of the Association, regardless of class, shall have and possess the right to use and enjoy all of the Common Areas and all facilities and improvements thereon owned by the Association, which right may not be denied to any Member of any class without consent of the Members of each class provided, however, that the

Board of Directors of the Association may from time to time establish rules and regulations governing the use of the Association's Common Areas by Members of all classes and their guests; provided, that such rules and regulations as from time to time adopted shall be uniform as to all Members regardless of class.

ARTICLE VI CLASSES OF MEMBERS AND VOTING RIGHTS

The Association shall have two (2) classes of voting membership as follows:

Section 1: Class A Membership. Class "A" Members shall be all Owners of Lots with the exception of Declarant. Each Class A Member shall be entitled to one vote for each Lot in which he or she holds the interest required for membership by Article IV of these Declarations. When more than one Person holds such interest in anyone 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 anyone Lot. Unless otherwise specifically and explicitly transferred by way of a recorded conveyance, a class A Member does not acquire rights that are exclusive to a Class B Member by virtue of receiving a deed from a class B Member or its successors or assigns.

Section 2: Class B Membership. The class B Member shall be Declarant. The class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article IV of these declarations. The class B membership shall cease and be converted to Class A membership upon the happening of any of the following events, whichever first occurs:

A. Upon the conveyance by Declarant of all Lots within the Subdivision, or if lands adjoining the Subdivision are made a part of the Settlers' Crossing subdivision by Declarant, and such lands are incorporated by reference to these Declarations, then upon the conveyance by Declarant of all Lots within the Subdivision and said adjoining lands; or

B. On January 1, 2016; or

C. If in its sole discretion Declarant so determines.

ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Duty of Owners to Association. All Members of the Association, by acceptance of a deed for a Lot, 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 and charges; and (2) special assessments for capital improvements or repairs, to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection (including attorneys' fees) thereof, as hereinafter provided, shall be a charge on the land and may be evidenced by a continuing lien in favor of the Association upon each Lot against which each such assessment is made, and shall be superior to any homestead right or other exemption provided by law, which lien may be enforced by the Association and may be 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 interest, costs and reasonable attorneys' fees shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. The personal obligations and encumbrances contained in this Article VII of these Declarations shall touch and concern the land and shall pass to every Owner's successors in title.

Section 2. Purpose of assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and community of the Members, and for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, the maintenance of insurance thereon, repairs, replacements and additions thereto, ad valorem and other property taxes and assessments levied thereon, for the cost of labor, equipment, materials, management and supervision thereof, and utility services for the Common Areas.

Section 3. Maximum annual assessments. Until January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment that may be imposed on a Class A Member shall be \$100.00, and the maximum assessment that may be imposed on a Class B Member shall be \$75.00 per Lot.

Section 4. Progressively increased assessments. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment imposed on Class A Members may be increased from \$100.00 by the Association's Board of Directors effective January 1 of each year without a vote of the membership in conjunction with the rise, if any, of the Consumer Price Index (as announced by the United States Department of Labor) for the preceding calendar year.

Section 5. Maximum increase assessments. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment imposed upon the Members may be increased in a percentage greater than that established by the Consumer Price Index for the previous year, by a vote of the general membership of the Association for the next succeeding year provided that any such charge shall have the assent of two-thirds (2/3) of the Members pursuant to votes cast in person or by proxy, at a meeting called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting out the purpose of the meeting.

Section 6. Special assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year, as to all Members, 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, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the fixtures and personal property related thereto; provided that any such assessment shall have the consent of at least one-half (1/2) of the Members pursuant to votes cast in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; 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 three times the annual dues assessed against said Members for the same year.

Section 7. Uniformity of assessments. Both annual and special assessments must be fixed at a uniform rate for each Member of a given class and may be collected on an annual basis.

Section 8. Meetings of membership. At any meeting of the Members of the Association, the presence at the meeting of Members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum; provided; however, that if the required quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members as required herein for transaction to be considered, at an adjourned meeting, and at the adjourned meeting one-half (1/2) of the required quorum at the preceding meeting shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. Commencement of assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance by Declarant of the initial Common Areas to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association's Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Within ten (10) days after a single-family home is initially occupied by any Person, whether by lease or otherwise, the Owners thereof shall furnish written notice of commencement of such occupancy to the Association. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, which in no event shall be more than sixty (60) days after the obligation to pay an assessment accrues. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of the issuance of these certificates. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Section 10. Delinquent assessments. Any assessments which are not paid when due shall be delinquent. If any assessment is not paid within sixty (60) days after its due date, the assessment shall bear interest from its due date at an annual rate of one and one-half percent (1 1/2%) per month plus a late fee of \$25.00, and the Association may bring an action at law against the Owner personally obligated to pay the same, and/or file and foreclose a lien against the property as provided by the laws of the State of Oklahoma for the foreclosure of a mortgages or deeds of trust, with or without power of sale; and interest costs and reasonable attorneys' fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his or her Lot.

Section 11. Lien to secure assessments. The lien of the assessments provided for herein shall take priority over any lien or other security interest created by a real estate mortgage or materialmens' or mechanics' lien covering any Lot that is filed of record in the land records of Oklahoma County, State of Oklahoma subsequent to the filing of these Declarations. Sale or transfer of any Lot shall not affect the assessment or enforceability of any lien created by virtue of these Declarations.

Section 12. Exempt Property. The following property subject to these Declarations shall be exempt from the assessments:

- A. All properties dedicated to and accepted by a local public authority;
- B. The Common Areas.

Section 13. Notification of ownership. Any Person upon becoming an Owner shall, within ten (10) days from the recording of a deed reflecting such Person as Owner, give written notice to the Association that such Person has become an Owner.

ARTICLE VIII USES OF LAND

Section 1. Residential use limits. All Lots within the Property may be used for single-family residence purposes only. No store or business, no gas or automobile service station, and no flat, duplex, condominium or apartment house, though intended for residence purposes, shall be erected or maintained on a Lot within the Property. Notwithstanding anything in the foregoing to the contrary, Declarant and its employees, representatives, agents and authorized builders, may maintain on any Lot, a business and sales office, model home or show units (including a business and sales office within a model home or show unit), and other sales facilities necessary or required until all of the Lots are sold by Declarant. Provided further that nothing contained in this Article VIII shall prohibit Declarant from platting, developing, operating or constructing, or assigning the right to plat, develop, operate or construct religious, commercial or multi-family properties within the Subdivision but outside the Property,

Section 2. Areas limited for common use. Blocks A, B, C, D, E, F, G, H, J, K, L and M, shown on Exhibit "B" to these Declarations, shall be used as Common Area only.

Section 3. Offensive activities. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood. Provided, however, that operation of model homes or business and sales offices by Declarant or its employees, representatives, agents and authorized builders shall not be deemed to constitute a nuisance or annoyance.

ARTICLE IX ARCHITECTURE, SIZE, MATERIAL, FENCING AND GENERAL RESTRICTIONS

Section 1. Architectural review. Complete plans including plot plans, elevations, floor plans, specifications, and landscape plans for any structure proposed to be erected on any Lot must first be submitted to the Architectural Review Board for approval, and written approval thereof must be obtained from Declarant prior to the commencement of any construction upon any Lot. If Declarant does approve or refuses to approve or disapprove within thirty (30) days of its submission, any plot plan, elevation, floor plan, specifications, and

landscape plan for any structure proposed to be erected on a Lot, the proposed plot plan, elevation, floor plan, specifications, or landscape shall be deemed to be approved.

Section 2. Height and Size restrictions. Residences constructed on any Lot shall be subject to the following height and size restrictions:

A. 1200 square feet minimum of livable space, with a 500 square foot minimum required for the bottom floor in the case of a two story house. In computing the required square footage, the basement, porches and garages shall be excluded.

B. No home may be more than two stories in height, exclusive of a basement.

Section 3. External materials. The principal exterior of any residence built on a Lot shall be at least sixty percent (60%) brick, stone or stucco, and forty percent (40%) may be lap siding or other material which will blend together with the brick, stone or stucco. In no event shall a continuing wall consisting of more than thirty-five percent (35%) of the exterior of a residence be built of any material other than brick, stone or stucco. This restriction is intended to restrict the exterior of residences primarily to masonry in their construction. Any deviation from the foregoing must be, but need not be, approved in advance and in writing by Declarant. To compute the required square footage of ground floor space for masonry, the area for doors and windows is to be excluded, and the vertical space shall be measured from the exterior finish grade to the top of the top plate of the first floor.

Section 4. Roofing materials. All roofing material used on any residence built on any Lot shall be mission tile or asphalt composition shingle. The roof shall be Weatheredwood or similar in color to provide harmony throughout the development. Any deviation from these requirements must be, but need not be approved prior to installation by Declarant. No wood shingles may be installed on any roof.

Section 5. Chimney stacks. Brick faced chimney stacks are required for any fireplace located on an outside wall.

Section 6. Fencing. All Fencing must be approved by Declarant in advance of its installation. This includes but is not limited to:

- A. Common Area Fences;
- B. Association Fences;
- C. Adjoining Fences;
- D. Any other fence which will extend beyond the front of any building structure constructed on a Lot.

All fencing that adjoins the Common Areas shall be of a type that does not restrict sight and shall be constructed of the following materials only: wrought iron, split-rail (wood or PVC) or split-rail (wood or PVC) with inside wire mesh, or natural or treated "picket" fence. No fences shall be painted. No chain link fences may be installed anywhere on the Property. Sight-proof fencing may be used around swimming pools placed in Lots that abut the Common Areas, provided that such fencing is at least ten feet (10') from the rear of the Lot line. All fences, sight proof or not, must be approved in advance by Declarant.

All Adjoining Fences must be set back at least two feet (2') from the front of any home built on a Lot, unless such fence is determined by Declarant to be an integral part of the building's structure.

Fences between Lots (except for Fences adjoining Common Areas) shall be wood stockade fencing which shall be a minimum of five feet 5' in height from the ground and shall be "dog-eared" on its top surface. These restrictions may be, but need not be, waived in whole or in part on a case-by-case basis by Declarant, at Declarant's sole discretion. Nothing in these Declarations shall prohibit Declarant from constructing fences and walls as it deems appropriate, in the materials and locations that it in its sole discretion it deems appropriate, to enhance the aesthetic value of the Subdivision.

Section 7. Completion of construction. Upon commencement of excavation for construction on any Lot, the work must remain continuous, weather permitting, until the home is completed. All houses must be completed within a twelve (12) month period from the commencement of construction, unless further extension of time for the completion of said house is given by Declarant. If no such consent is given, Declarant or its designee may, but

shall not be obligated to complete such construction at the expense of the Owner of the Lot on which such house is situated.

Section 8. Landscaping. Landscaping shall be required on all Lots that have inhabited residences upon them, and said landscaping must conform to a landscape plan submitted to and approved by Declarant. Factors to be considered may include but shall not be limited to whether the landscape plan proposed meets the following criteria:

A. Planting beds consisting of shrubs with areas for color in the front yards shall represent no less than the greater of 100 square feet or 20% of the ground footage of the front yard. The front yard shall be interpreted as that area between each side property line, the street curb and the front corners of the house.

B. The preservation of existing trees to the extent practical.

C. The planting of at least one tree, the trunk of which must exceed four inches (4") at the time of planting, in tile area between the building line and the street right-of-way.

D. Complete sod coverage of all front yard areas excluding landscape area, defined in paragraph 8A above, to be installed upon completion of construction.

Section 9. Sidewalks. All Lots on which a residence has been constructed must have a sidewalk on their frontage. The frontage-side edge of all sidewalks must be set back no less than four feet (4'), or more than eight feet (8'), from the curb. Sidewalks shall not exceed four feet (4') in width.

Section 10. Garages. Every home constructed on any Lot shall have a garage that shall hold no less than two (2) no more than three (3) cars. In the case of three (3) car garages, one garage door must be set back at least one foot (1') from the other or others.

Section 11. Outbuildings. Outbuildings may be constructed on Lots as accessories to a constructed home. Provided, however, that every outbuilding erected on any Lot shall, unless Declarant otherwise consents in writing, correspond in style, architecture and color to the residence to which it is appurtenant. No outbuilding shall exceed one-hundred (100) square feet in size. No Lot may have more than one outbuilding constructed or placed upon it.

All outbuildings erected on any Lot shall be approved or disapproved, in advance of construction, by Declarant within thirty (30) days after submission by an Owner of the proposed outbuilding. The term "Outbuildings" as used in these Declarations shall mean any covered or enclosed structure on a Lot not a part of the residence which it serves, and shall include but is not limited to carports, tool sheds, storage sheds, workshops, kennels, cabanas, greenhouses, pergolas, kiosks, and any temporary structures. No outbuilding shall be erected on any part of any Lot in front of the setback line. No garage or outbuilding shall be used as a residence or living quarters. No attached garage may be converted to living quarters unless the garage is first replaced by another attached garage.

Section 12. Mailboxes. No brick mailboxes or planter mailboxes may be built. No mailbox may be erected or installed without the previous consent of the Declarant.

Section 13. Storage tanks. No tank for the storage of oil or other fluid may be maintained above-ground on any Lot.

Section 14. Livestock. The keeping or housing of poultry, cattle, horses, or other livestock of any kind or character (including pot-bellied pigs or other pigs) on any Lot is prohibited.

Section 15. Trash disposal. No trash, ashes or other refuse may be thrown or dumped on any Lot or Common Area. All garbage and trash storage must be screened from the view of the public until placed for collection.

Section 16. Moved houses and re-excavation. No house or outbuilding shall be moved to any Lot from another locality without the prior consent of Declarant. No outbuilding shall be constructed or maintained upon any Lot which in any way impedes the natural drainage of the Lot, without the prior consent of Declarant. 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, alter, disturb or damage any surface or subsurface utility line, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement.

Section 17. Drilling. No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons or water, or combinations thereof, shall be permitted without the prior written consent of Declarant.

Section 18. Clothes lines. No outdoor clothes lines are permitted on any Lot.

Section 19. Basketball goals. Basketball goals are permitted, but must be free-standing, professionally built, maintained in an orderly manner, and set back at least fifteen feet (15') from the front property line. No skateboard, bicycle or roller skate ramps may be constructed on any Lot or Common Area.

Section 20. Accessory structures. External accessory structures including but not limited to, exterior wind generators, antennas, radio or television transmission or reception towers and discs, satellite reception antennas (including Direct Digital TV system antennas) and the like, shall not be constructed, used or maintained on any Lot. Provided that nothing in this Section shall prohibit the construction of wood structures to be used as children's swing or climbing sets.

Section 21. Parking of vehicles. No parking and/or storage of recreational vehicles, trailers, boats or other vehicles that are not used as every-day transportation may be parked or stored on any street in the Property, or on any Lot or Common Area, except wholly within a garage unit.

No vehicle shall be parked on any yard, nor shall any vehicle be repaired, dismantled or rebuilt on any Lot, Common Area or street within Settlers' Crossing.

No unused vehicle shall be kept on any portion of any Lot or Common Area, except wholly enclosed in a garage. For purposes of these Declarations, an unused vehicle is one that has not been driven under its own propulsion for one (1) week or longer. The Association may notify an Owner of the presence of an unused vehicle within the Owner's Lot and may request the removal of the unused vehicle. If the Owner has not removed the unused vehicle within seventy-two (72) hours of the Owner's receipt of said notice, the Association's Board of Directors may cause the same to be removed and stored at a separate location, all at the Owner's expense. If the owner of the vehicle removed is also an Owner, then the cost of removing and storing the unused vehicle shall be added to the Owner's annual Lot assessment, and said obligation may be enforced through the Association's lien and foreclosure rights.

Section 22. Signs. No signs or billboards will be permitted upon any of the Lots except those advertising the sale, rental or availability of the Lot, provided that such signs do not exceed six square feet in area, or receive approval in advance from Declarant. Only one for sale sign at a time may be placed on any Lot at any time. Signs advertising the identity of the builder of a home shall be considered to be a "for sale" sign for purposes of this Section 20. With the prior written consent of Declarant, the Association may maintain signs on the Common Areas, of a size approved by Declarant, for purposes of identification, direction, and expression of ownership, use and exclusivity.

ARTICLE X SET-BACK OF BUILDING STRUCTURES

No building structure or part thereof shall be erected or maintained on any Lot nearer a front street, a side street, a back street or a Lot's rear property line than fifteen feet (15'). In the case of one-story structures, no part of any such structure on any Lot shall be erected or maintained nearer than five feet (5') of the side property lines of a Lot, except that cornices, spouting, chimneys and ornamental projections may extend to within three feet (3') of the side property line of a Lot. In the case of two-story structures, no part of any such structure on any Lot shall be erected or maintained nearer than eight feet (8') of the side property lines of a Lot, except that cornices, spouting, chimneys and ornamental projections may extend to within five feet (5') of the side property line of a Lot. Declarant may, but need not, approve a deviation from these requirements. No deviation is effective unless evidenced by a written document signed by Declarant and filed in the land records of Oklahoma County, State of Oklahoma.

ARTICLE XI EASEMENTS

Declarant reserves the right to locate, construct, erect, and maintain, or cause to be located, constructed, erected and maintained, in and on the Common Areas and the areas indicated on any plat of an area within the Subdivision as easements, sewer and other pipeline conduits, poles and wires, and any other method of conducting or performing any quasi-public utility function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

The Owner of any Lot abutting the Common Areas who must, in order to avail himself or herself of utilities, enter and/or cross a Common Area, shall have an easement to do so provided that said Owner shall use the most direct feasible route in entering upon and crossing said Common Area, and shall restore the Common Area so entered and/or crossed to its original condition, at the sole expense of the Owner.

ARTICLE XII REARRANGING, RE-SUBDIVIDING OR RE-PLATTING

No rearranging, re-subdividing or re-platting of any portion or all of the Property may be done without the prior written consent of Declarant.

ARTICLE XIII ARCHITECTURAL CONTROL

Section 1. Architectural review board. Until such time as the Class "B" membership expires, an Architectural Review Board consisting of three (3) persons shall be appointed by Declarant. Replacement to this Board will be made by Declarant as it considers necessary, at its sole discretion. Upon termination of the Class "B" membership, the Architectural Review Board shall then be appointed by the Association's Board of Directors. Replacements to this Board will then be made by the Association as it considers necessary, at its sole discretion.

Section 2. Powers of board. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the properties placed on any Lot and of the improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures, and the natural vegetation and topography of the Property.

Section 3. Approval of plans. Except where otherwise provided, all construction plans for additions, new structures and exterior changes will be submitted to the Architectural Review Board in writing for approval. If the Architectural Review Board does not approve or disapprove a submission within thirty (30) days of its receipt by the Board, the proposed structure may be considered approved. Until such time as the Class "B" membership expires, Declarant may review, overrule, rescind or modify, at its sole discretion, any decision of the Architectural Review Board.

ARTICLE XIV RIGHT TO ENFORCE

The restrictions contained in these Declarations shall run with the land, touch and concern the land, and bind the Owners, their successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the Owners of the Lots, their successors and assigns, and with each of them, to conform to and to observe and follow these Declarations. The Association, or any Owner, shall have the right to sue for and obtain an injunction, or for prohibitive or mandatory relief, to prevent the breach of these Declarations or to enforce the restrictions contained in these Declarations, or to seek damages for the violation of the restrictions contained in these Declarations. Failure or refusal by the Association to act to correct, prevent or seek compensation for any violation of the restrictions contained in these Declarations shall in no event be deemed a waiver of the right to do so thereafter, irrespective of the number of violations. No cause of action shall accrue against the Association or against Declarant or its agents in the event of the invalidity of any provision of these Declarations, or for failure or refusal of the Association or Declarant to enforce a provision hereof. This Article XV of these Declarations may be pleaded and shall stand as a full bar to the maintenance of any litigation brought

against Declarant or the Association for the failure or invalidity of any provision of these Declarations, or for failure or refusal of the Association or Declarant to enforce a provision hereof.

ARTICLE XV RIGHT TO ASSIGN

Declarant may assign or convey to any Person any or all of the rights, powers, reservations, easements, exemptions and privileges reserved to Declarant in these Declarations, and upon the making of such assignment or conveyance, Declarant's assigns or grantees may, at their option, exercise, enforce, transfer or assign all or any such 'rights, reservations, easements and privileges, at any time or times in the same way and manner that Declarant may under this Article XVI.

ARTICLE XVI JUDGMENT CONCLUSIVE

Until such time as the Class "B" membership expires, all decisions made by Declarant under the authority conveyed or reserved to it by these Declarations shall in all cases be final and conclusive, and its judgment and determination thereof shall be final and binding on all Owners.

ARTICLE XVII DURATION

Except where otherwise provided for in these Declarations, all of the restrictions set forth herein shall continue and be binding upon Declarant and all Owners, and upon their successors, assigns and grantees, for a period of twenty-one (21) years from the date of this instrument, and shall automatically be extended thereafter for successive periods of ten (10) years. So long as the Class B membership remains in existence, a vote of nine-tenths (9/10) of the entire membership shall be required to amend or vacate these Declarations. After the termination of the Class B membership, the Owners of three-fourths (3/4) of the Lots may by a written instrument signed by all of such Persons, vacate, amend or modify all or any part of these Declarations. Any such amendment must be filed of record in the land records of Oklahoma County, State of Oklahoma to be effective.

ARTICLE XVIII SEVERABILITY

Invalidation of any provision of these Declarations by a court, tribunal or federal or state municipal authority shall in no way affect or invalidate any other provision of these Declarations, all of which shall remain in full force and effect.

ARTICLE XIX SPECIAL AMENDMENTS

Anything in Article XVIII of these Declarations to the contrary notwithstanding Declarant hereby reserves and is granted the right and power to record a special amendment to these Declarations at any time and from time to time which amends these Declarations (1) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Department of Veteran's Affairs, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Lots or improvements thereon. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a special amendment on behalf of each Owner. Each deed, mortgage, trust deed, 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, the power of Declarant to make, execute, and record special amendments in accordance with this Article XX. No special amendment made

by Declarant shall affect or impair the lien of any first mortgage upon a lot or any warranties made by an Owner or first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage on such Owner's Lot.

IN WITNESS WHEREOF, DECLARANT has set its hand and seal this 27th day of October, 1997.

Signed by Derek S. Turner, President of Settlers Crossing, LLC, Declarant

EXHIBIT "A"
LEGAL DESCRIPTION
(metes and bounds legal description purposely omitted)

(attached Plat purposely omitted)

NOTE TO READER – THIS DOCUMENT THE FOLLOWING DOCUMENTS HAVE BEEN RETYPED FROM THE RECORDED COPIES BY EMPLOYEES OF NEIGHBORHOOD SERVICES CORPORATION. ALTHOUGH DUE CARE WAS TAKEN TO INSURE ACCURACY MISTAKES AND OMISSIONS MAY HAVE OCCURRED IN THE RETYPING. YOU SHOULD NOT RELY ON THIS DOCUMENT AS THE BASIS FOR IMPORTANT DECISIONS WITH REGARD TO THE PURCHASE OR USE OF ANY PROPERTY, AND NO LIABILITY OR RESPONSIBILITY IS ACCEPTED BY NEIGHBORHOOD SERVICES CORPORATION FOR ERRORS CONTAINED HEREIN. YOU MAY OBTAIN COPIES OF THE RECORDED DOCUMENTS FROM THE OKLAHOMA COUNTY CLERKS OFFICE, IN OKLAHOMA CITY, OKLAHOMA.

**AN AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SETTLERS' CROSSING I**

AN ADDITION TO THE COUNTY OF OKLAHOMA, STATE OF OKLAHOMA, THE SAME BEING A PART OF THE NW QUARTER OF SECTION 17, TOWNSHIP 14N, RANGE 3W OF THE INDIAN MERIDIAN IN OKLAHOMA COUNTY, STATE OF OKLAHOMA.

This Amendment of the Covenants, Conditions and Restrictions for Settlers' Crossing I is made by Settlers' Crossing, L.L.C., an Oklahoma limited liability company:

WITNESSETH:

WHEREAS, Settlers' Crossing, L.L.C., an Oklahoma limited liability company is the owner of the real property contained within and made a part of Settlers' Crossing I, which is a platted addition recorded in Book 58 of Plats on Page 98 of the public records of Oklahoma County, State of Oklahoma;

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Settlers' Crossing I ("Declaration") was filed of record in Book 7179 or Pages 1076-1100 in the records of Oklahoma County, State of Oklahoma on October 28, 1997;

WHEREAS, pursuant to said Declaration, Settlers' Crossing L.L.C. has the authority to execute amended declarations and to impress said amended declarations upon the subject property;

NOW THEREFORE, Settlers' Crossing L.L.C. desires to amend Article IX (Architecture, Size, Material, Fencing and General Restrictions), Section 20 (Accessory Structures) of the subject Declaration to read as follows:

"External accessory structures including, but not limited to, exterior wind generators, antennas, radio and television transmission or reception towers and the like shall not be constructed, used or maintained on any Lot. However satellite receivers (dishes) shall be allowed provided they: are no larger than 24 inches in diameter and mounted on the main residential dwelling in a location which is not visible from the street. Nothing in this Section shall prohibit the construction of wood structures to be used a children's swing or climbing sets".

WHEREFORE, the undersigned, as Declarant under the subject Declaration, does hereby adopt this amendment to the Declaration and impresses said amendment upon the subject property, all of which is for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. This amendment to the Declaration shall be binding on all parties having or acquiring any right, title or interest to or in any part thereof, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, DECLARANT, has set it's hand to this instrument on the 2nd day of April, 2001.

Signed by Robert E. Turner, manager of Settlers Crossing, LLC.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SETTLERS' CROSSING NORTH**

THE SAME BEING AN ADDITION TO OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, IN OKLAHOMA COUNTY, THE STATE OF OKLAHOMA

This Declaration of Covenants, Conditions and Restrictions for Settlers' Crossing North is made by Settlers' Crossing, LLC, an Oklahoma limited liability company, pursuant to Article II of that certain Declaration of Covenants, Restrictions and Conditions for Settlers' Crossing I, a platted addition recorded in Book 58 of Plats on Page 98 in the records of Oklahoma County, State of Oklahoma.

WITNESSETH:

WHEREAS, Settlers' Crossing LLC, an Oklahoma limited liability company ("Declarant"), is the owner of the real property contained within and made a part of Settlers' Crossing North ("North"), which is a platted addition recorded in Book 61 of Plats on Page 13 of the public records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Settlers' Crossing I Declarations were filed of record on October 28, 1997 in Book 7179 on Pages 1076 thru 1100 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Settlers' Crossing I Declarations were amended on April 5, 2001 and said amendment to the declarations was filed of record in Book 8055 on Pages 1608 and 1609 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, pursuant to Article II of the Settlers' Crossing I Declarations, Declarant has the authority to execute supplemental declarations and to impress the Settlers' Crossing I Declarations upon additional properties; and

NOW THEREFORE, Declarant does hereby adopt the Settlers' Crossing I Declarations in their totality,

EXCEPT THAT, Article VIII, Section 2, Areas limited to common use, shall be amended to include Blocks AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO and AP, said Blocks to be used as Common Area only; and impresses them against all real property contained within North with the intent that the Settlers' Crossing I Declarations, and all parts thereof shall touch, concern and run with the real property contained within North.

WHEREFORE, the undersigned, as Declarant under the Settlers' Crossing I Declarations, does hereby adopt the Settlers' Crossing I Declarations as amended herein and impresses them upon North.

FURTHERMORE, The Owners of the Lots platted within North shall become members of the Settlers' Crossing Association, Inc., and shall enjoy all privileges and obligations appurtenant thereto in accordance with the Settlers' Crossing I Declarations.

Signed by Derek S. Turner, President of Settlers Crossing, LLC, Declarant

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WESTWIND AT SETTLERS' CROSSING**

THE SAME BEING AN ADDITION TO OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, IN OKLAHOMA COUNTY, THE STATE OF OKLAHOMA

This Declaration of Covenants, Conditions and Restrictions for Westwind at Settlers' Crossing is made by Settlers' Crossing. L.L.C., an Oklahoma limited liability company, pursuant to Article II of that certain Declaration of Covenants, Restrictions and Conditions for Settlers' Crossing I, a platted addition recorded in Book 58 of Plats on Page 98 in the records of Oklahoma County, State of Oklahoma.

WITNESSETH:

WHEREAS, Settlers' Crossing L.L.C., an Oklahoma limited liability company ("Declarant"), is the owner of the real property contained within and made a part of Westwind at Settlers' Crossing ("Westwind") , which is a platted addition recorded in Book 60 of Plats, on Page 90 of the public records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Settlers' Crossing I Declarations were filed of record on October 28, 1997 in Book 7179 on Pages 1076 thru 1100 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Settlers' Crossing I Declarations were amended on April 5, 2001 and said amendment to the declarations was filed of record in Book 8055 on Page 1608 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, pursuant to Article II of the Settlers' Crossing I Declarations, Declarant has the authority to execute supplemental declarations and to impress the Settlers' Crossing I Declarations upon additional properties; and

NOW THEREFORE, Declarant does hereby adopt the Settlers' Crossing I Declarations in their totality

EXCEPT THAT, Article VIII, Section 2, Areas limited to common use, shall be amended to include Blocks N, O, P, Q, R, S and T in Westwind as shown on the Exhibit "A" attached to these Declarations, said Blocks to be used as Common Area only; and

EXCEPT THAT, Article IX, Section 2, Height and Size Restrictions, Paragraph (a), shall be amended to read, "1800 square feet minimum of livable space, with a 1000 square foot minimum required for the bottom floor in the case of a two story house". The remainder of paragraph (a) remains unchanged; and

EXCEPT THAT, Article IX, Section 2, Height and Size Restrictions, Paragraph (c) shall be added to read, "The roof pitch shall be 71/2"; and

EXCEPT THAT, Article IX, Section 4, Roofing Materials, shall be amended to state that, "all roofing material shall have a minimum 25 year guaranteed life"; and

EXCEPT THAT, Article IX, Section 6, Fencing, shall be amended to include, "Declarant shall be responsible for installing a five (5) foot dog eared cedar fence along the rear of the lots abutting common area A in Settlers' Crossing I and Common Area Blocks P, Q, and T in Westwind as well as the rear of lots 1, 2, and 3 in Block One and Lots 1 and 2 in Block Two in Westwind. Also, the street side of Lot 1, Block Two located on Long Trail shall be fenced as specified above; and

EXCEPT THAT, Article IX, Section 12, Mailboxes, shall be amended to require that brick mailboxes are mandatory on all Lots in Westwind,

and impresses them against all real property contained within Westwind shall become members of the Settlers' Crossing I Declarations, and all parts thereof shall touch, concern and run with the real property contained within Westwind.

WHEREFORE, the undersigned, as Declarant under the Settlers' Crossing I Declarations, does hereby adopt the Settlers' Crossing I Declarations as amended herein and impresses them upon Westwind.

FURTHERMORE, the Owners of the Lots platted within Westwind shall become members of the Settlers' Crossing Association, Inc., and shall enjoy all privileges and obligations appurtenant thereto in accordance with the Settlers' Crossing I Declarations.

IN WITNESS WHEREOF, DECLARANT has set its hand and seal to this instrument this 6th day of April, 2001.

Signed by Derek S. Turner, President of Settlers Crossing, LLC, Declarant

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WESTWIND II AT SETTLERS' CROSSING**

THE SAME BEING AN ADDITION TO OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, IN OKLAHOMA COUNTY, THE STATE OF OKLAHOMA

This Declaration of Covenants, Conditions and Restrictions for Westwind II at Settlers' Crossing, hereinafter referred to as "Westwind II", is made by Settlers' Crossing, L.L.C., an Oklahoma limited liability company, hereinafter referred to as "Declarant", pursuant to Article II of that certain Declaration of Covenants, Restrictions and Conditions for Settlers' Crossing I, a platted addition recorded in Book 58 of Plats on Page 98 in the records of Oklahoma County, State of Oklahoma.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property contained within and made a part of Westwind II which is a platted addition recorded in Book 61 of Plats, on Page 84 of the public records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Settlers' Crossing I Declarations were filed of record on October 28, 1997 in Book 7179 on Pages 1076 thru 1100 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Settlers' Crossing I Declarations were amended on April 5, 2001 and said amendment to the declarations was filed of record in Book 8055 on Page 1608 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Westwind at Settlers' Crossing, hereinafter referred to as "Westwind", Declarations were filed on April 19, 2001 in Book 8067 on Pages 1028 and 1029 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, pursuant to Article II of the Settlers' Crossing I Declarations, Declarant has the authority to execute supplemental declarations and to impress said supplemental declarations upon additional properties; and

NOW THEREFORE, Declarant does hereby adopt the Settlers' Crossing I Declarations and the Westwind Declarations in their totality,

EXCEPT THAT, Article VIII, Section 2, Areas limited to common use, shall be amended to include Blocks U, V, W, X, Y, Z, AA, AB and AC in Westwind II as shown on the recorded Final Plat for Westwind II, to be used as Common Area only; and

EXCEPT THAT, Article IX, Section 6, Fencing, shall be amended to include the following: a) any side lot line fence shall be a wood stockade fence and shall not exceed five (5) feet in height, and b) any fence on any rear lot line that abuts another lot along the rear lot line shall be a wood stockade fence and shall not exceed five (5) feet in height, and c) any fence on any lot line that abuts a common area or a greenbelt shall be wood picket fencing with four (4) inch pickets and four (4) inches of air space between said pickets with a maximum height of four (4) feet; and d) wood fences cannot be painted,

and impresses them against all real property contained within Westwind II with the intent the Settlers' Crossing I Declarations and the Westwind Declarations, and all parts thereof shall touch, concern and run with the real property contained within Westwind II.

WHEREFORE, the undersigned, as Declarant under the Settlers' Crossing I Declarations and the Westwind Declarations, does hereby adopt the Settlers' Crossing I Declarations and the Westwind Declarations as amended herein and impresses them upon Westwind II.

FURTHERMORE, the Owners of the Lots platted within Westwind II shall become members of the Settlers' Crossing Association, Inc., and shall enjoy all privileges and obligations appurtenant thereto in accordance with the Settlers' Crossing I Declarations.

IN WITNESS WHEREOF, DECLARANT has set its hand and seal to this instrument this 19th day of September, 2002.

Signed by Derek S. Turner, President of Settlers Crossing, LLC, Declarant

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WESTWIND III AT SETTLERS' CROSSING**

THE SAME BEING AN ADDITION TO OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, IN OKLAHOMA COUNTY, THE STATE OF OKLAHOMA

This Declaration of Covenants, Conditions and Restrictions for Westwind III at Settlers' Crossing, hereinafter referred to as "Westwind III", is made by Settlers' Crossing, LLC, an Oklahoma limited liability company, hereinafter referred to as "Declarant", pursuant to Article II of that certain Declaration of Covenants, Restrictions and Conditions for Settlers' Crossing I, a platted addition recorded in Book 58 of Plats on Page 98 in the records of Oklahoma County, State of Oklahoma.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property contained within and made a part of Westwind III which is a platted addition recorded in Book 61 of Plats, on Page 14 of the public records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Settlers' Crossing I Declarations were filed of record on October 28, 1997 in Book 7179 on Pages 1076 thru 1100 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Settlers' Crossing I Declarations were amended on April 5, 2001 and said amendment to the declarations was filed of record in Book 8055 on Pages 1608 and 1609 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Westwind at Settlers' Crossing, hereinafter referred to as "Westwind", Declarations were filed on April 19, 2001 in Book 8067 on Pages 1028 and 1029 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Westwind II at Settlers' Crossing, hereinafter referred to as "Westwind II", Declarations were filed on October 2, 2002 in Book 8578 on Pages 592 and 593 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, pursuant to Article II of the Settlers' Crossing I Declarations, Declarant has the authority to execute supplemental declarations and to impress said supplemental declarations upon additional properties;

NOW THEREFORE, Declarant does hereby adopt the Settlers' Crossing 1 Declarations and the Westwind I and II Declarations in their totality,

EXCEPT THAT, Article VIII, Section 2, Areas limited to common use, shall be amended to include Blocks AQ and AR in Westwind III as shown on the recorded Final Plat for Westwind III to be used as Common Areas only;

and impresses them against all real property contained within Westwind III with the intent the Settlers' Crossing I Declarations and the Westwind I and II Declarations, and all parts thereof shall touch, concern and run with the real property contained within Westwind III.

WHEREFORE, the undersigned, as Declarant under the Settlers' Crossing I Declarations and the Westwind I and II Declarations, does hereby adopt the Settlers' Crossing I Declarations and the Westwind I and II Declarations as amended herein and impresses them upon Westwind III.

FURTHERMORE, the Owners of the Lots platted within Westwind III shall become members of the Settlers' Crossing Association, Inc., and shall enjoy all privileges and obligations appurtenant thereto in accordance with the Settlers' Crossing I Declarations.

IN WITNESS WHEREOF, DECLARANT has set its hand and seal to this instrument this 24th day of June, 2003.

Signed by Derek S. Turner, President of Settlers Crossing, LLC, Declarant

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WESTWIND IV AT SETTLERS' CROSSING**

THE SAME BEING AN ADDITION TO OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, IN OKLAHOMA COUNTY, THE STATE OF OKLAHOMA

This Declaration of Covenants, Conditions and Restrictions for Westwind IV at Settlers' Crossing, hereinafter referred to as "Westwind IV", is made by Settlers' Crossing, LLC, an Oklahoma limited liability company, hereinafter referred to as "Declarant", pursuant to Article II of that certain Declaration of Covenants, Restrictions and Conditions for Settlers' Crossing I, a platted addition recorded in Book 58 of Plats on Page 98 in the records of Oklahoma County, State of Oklahoma.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property contained within and made a part of Westwind IV which is a platted addition recorded in Book 62 of Plats, on Page 74 of the public records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Settlers' Crossing I Declarations were filed of record on October 28, 1997 in Book 7179 on Pages 1076 thru 1100 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Settlers' Crossing I Declarations were amended on April 5, 2001 and said amendment to the declarations was filed of record in Book 8055 on Pages 1608 and 1609 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Westwind at Settlers' Crossing, hereinafter referred to as "Westwind", Declarations were filed on April 19, 2001 in Book 8067 on Pages 1028 and 1029 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Westwind II at Settlers' Crossing, hereinafter referred to as "Westwind II", Declarations were filed on October 2, 2002 in Book 8578 on Pages 592 and 593 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Westwind III at Settlers' Crossing, hereinafter referred to as "Westwind III", Declarations were filed on July 7, 2003 in Book 8921 on Pages 426 and 427 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, pursuant to Article II of the Settlers' Crossing I Declarations, Declarant has the authority to execute supplemental declarations and to impress said supplemental declarations upon additional properties;

NOW THEREFORE, Declarant does hereby adopt the Settlers' Crossing I Declarations and the Westwind and Westwind II and Westwind III Declarations in their totality,

EXCEPT THAT, Article VIII, Section 2, Areas limited to common use, shall be amended to include Blocks AY, AZ, BA, BB and BC in Westwind IV as shown on the recorded Final Plat for Westwind IV to be used as common areas only;

and impresses them against all real property contained within Westwind IV with the intent the Settlers' Crossing I Declarations and the Westwind and Westwind II and Westwind III Declarations, and all parts thereof shall touch, concern and run with the real property contained within Westwind IV.

WHEREFORE, the undersigned, as Declarant under the Settlers' Crossing I Declarations and the Westwind and Westwind II and Westwind III Declarations, does hereby adopt said Declarations as amended herein and impresses them upon Westwind IV.

FURTHERMORE, the Owners of the Lots platted within Westwind IV shall become members of the Settlers' Crossing Association, Inc., and shall enjoy all privileges and obligations appurtenant thereto in accordance with the Settlers' Crossing I Declarations.

IN WITNESS WHEREOF, DECLARANT has set its hand and seal to this instrument this 7th day of January, 2004.

Signed by Derek S. Turner, President of Settlers Crossing, LLC, Declarant

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WESTWIND V AT SETTLERS' CROSSING**

THE SAME BEING AN ADDITION TO OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, IN OKLAHOMA COUNTY, THE STATE OF OKLAHOMA

This Declaration of Covenants, Conditions and Restrictions for Westwind V at Settlers' Crossing, hereinafter referred to as "Westwind V", is made by Settlers' Crossing, LLC, an Oklahoma limited liability company, hereinafter referred to as "Declarant", pursuant to Article II of that certain Declaration of Covenants, Restrictions and Conditions for Settlers' Crossing I, a platted addition recorded in Book 58 of Plats on Page 98 in the records of Oklahoma County, State of Oklahoma.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property contained within and made a part of Westwind V which is a platted addition recorded in Book 63 of Plats, on Page 79 of the public records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Settlers' Crossing I Declarations were filed of record on October 28, 1997 in Book 7179 on Pages 1076 thru 1100 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Settlers' Crossing I Declarations were amended on April 5, 2001 and said amendment to the declarations was filed of record in Book 8055 on Pages 1608 and 1609 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Westwind at Settlers' Crossing, hereinafter referred to as "Westwind", Declarations were filed on April 19, 2001 in Book 8067 on Pages 1028 and 1029 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Westwind II at Settlers' Crossing, hereinafter referred to as "Westwind II", Declarations were filed on October 2, 2002 in Book 8578 on Pages 592 and 593 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Westwind III at Settlers' Crossing, hereinafter referred to as "Westwind III", Declarations were filed on July 7, 2003 in Book 8921 on Pages 426 and 427 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Westwind IV at Settlers' Crossing, hereinafter referred to as "Westwind IV", Declarations were filed on January 27, 2004 in Book 9187 on Pages 1512 and 1513 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, pursuant to Article II of the Settlers' Crossing I Declarations, Declarant has the authority to execute supplemental declarations and to impress said supplemental declarations upon additional properties;

NOW THEREFORE, Declarant does hereby adopt the Settlers' Crossing I Declarations and the Westwind and Westwind II and Westwind III Declarations in their totality,

EXCEPT THAT, Article VIII, Section 2, Areas limited to common use, shall be amended to include Blocks BD, BE, BF and BG in Westwind V as shown on the recorded Final Plat for Westwind V to be used as common areas only;

and impresses them against all real property contained within Westwind V with the intent the Settlers' Crossing I Declarations and the Westwind and Westwind II and Westwind III Declarations, and all parts thereof shall touch, concern and run with the real property contained within Westwind V.

WHEREFORE, the undersigned, as Declarant under the Settlers' Crossing I Declarations and the Westwind and Westwind II, Westwind III and Westwind IV Declarations, does hereby adopt said Declarations as amended herein and impresses them upon Westwind V.

FURTHERMORE, the Owners of the Lots platted within Westwind V shall become members of the Settlers' Crossing Association, Inc., and shall enjoy all privileges and obligations appurtenant thereto in accordance with the Settlers' Crossing I Declarations.

IN WITNESS WHEREOF, DECLARANT has set its hand and seal to this instrument this 7th day of January, 2004.

Signed by Derek S. Turner, President of Settlers Crossing, LLC, Declarant

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAKE SHADOWS I AT SETTLERS' CROSSING**

THE SAME BEING AN ADDITION TO OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, IN OKLAHOMA COUNTY, THE STATE OF OKLAHOMA

This Declaration of Covenants, Conditions and Restrictions for Lake Shadows I at Settlers' Crossing, hereinafter referred to as " Lake Shadows I ", is made by Settlers' Crossing, LLC, an Oklahoma limited liability company, hereinafter referred to as "Declarant", pursuant to Article II of that certain Declaration of Covenants, Restrictions and Conditions for Settlers' Crossing I, a platted addition recorded in Book 58 of Plats on Page 98 in the records of Oklahoma County, State of Oklahoma.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property contained within and made a part of Lake Shadows I which is a platted addition recorded in Book 62 of Plats, on Page 76 of the public records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Settlers' Crossing I Declarations were filed of record on October 28, 1997 in Book 7179 on Pages 1076 thru 1100 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Settlers' Crossing I Declarations were amended on April 5, 2001 and said amendment to the declarations was filed of record in Book 8055 on Pages 1608 and 1609 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Westwind at Settlers' Crossing, hereinafter referred to as "Westwind", Declarations were filed on April 19, 2001 in Book 8067 on Pages 1028 and 1029 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Westwind II at Settlers' Crossing, hereinafter referred to as "Westwind II", Declarations were filed on October 2, 2002 in Book 8578 on Pages 592 and 593 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Westwind III at Settlers' Crossing, hereinafter referred to as "Westwind III", Declarations were filed on July 7, 2003 in Book 8921 on Pages 426 and 427 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, pursuant to Article II of the Settlers' Crossing I Declarations, Declarant has the authority to execute supplemental declarations and to impress said supplemental declarations upon additional properties;

NOW THEREFORE, Declarant does hereby adopt the Settlers' Crossing I Declarations and the Westwind I and II and III Declarations in their totality,

EXCEPT THAT, Article VIII, Section 2, Areas limited to common use, shall be amended to include Blocks AS, AT, AU, AV, AW AND AX in Lake Shadows I as shown on the recorded Final Plat for Lake Shadows I to be used as common areas only; and

EXCEPT THAT, Article IX, Section 2 Height and Size restrictions, Paragraph (a) shall be amended to read, "2000 square feet minimum of livable space with a 1,000 square foot minimum required for the bottom floor in the case of a two story house." The remainder of the paragraph (a) remains unchanged;

EXCEPT THAT, Article IX, Section 6, Fencing, shall be amended to include the following: a) any side lot line fence shall be a wood stockade fence and shall not exceed five (5) feet in height, and b) any fence on any rear lot line that abuts another lot along the rear lot line shall be a wood stockade fence and shall not exceed five (5) feet in height, and c) any fence on any lot line that abuts a common area or a greenbelt shall be wood picket fencing with four (4) inch pickets and four (4) inches of air space between said pickets with a maximum height of four (4) feet; and d) wood fences cannot be painted; and

and impresses them against all real property contained within Lake Shadow I with the intent the Settlers' Crossing I Declarations and the Westwind I and II and III Declarations, and all parts thereof shall touch, concern and run with the real property contained within Lake Shadows I.

WHEREFORE, the undersigned, as Declarant under the Settlers' Crossing I Declarations and the Westwind I and II and III Declarations, does hereby adopt said Declarations as amended herein and impresses them upon Lake Shadows I.

FURTHERMORE, the Owners of the Lots platted within Lake Shadows I shall become members of the Settlers' Crossing Association, Inc., and shall enjoy all privileges and obligations appurtenant thereto in accordance with the Settlers' Crossing I Declarations.

IN WITNESS WHEREOF, DECLARANT has set its hand and seal to this instrument this 17th day of December, 2003.

Signed by Derek S. Turner, President of Settlers Crossing, LLC, Declarant

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAKE SHADOWS II AT SETTLERS' CROSSING**

THE SAME BEING AN ADDITION TO OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, IN OKLAHOMA COUNTY, THE STATE OF OKLAHOMA

This Declaration of Covenants, Conditions and Restrictions for Lake Shadows II at Settlers' Crossing, hereinafter referred to as " Lake Shadows II ", is made by Settlers' Crossing, LLC, an Oklahoma limited liability company, hereinafter referred to as "Declarant", pursuant to Article II of that certain Declaration of Covenants, Restrictions and Conditions for Settlers' Crossing I, a platted addition recorded in Book 58 of Plats on Page 98 in the records of Oklahoma County, State of Oklahoma.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property contained within and made a part of Lake Shadows II which is a platted addition recorded in Book 63 of Plats, on Page 78 of the public records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Settlers' Crossing I Declarations were filed of record on October 28, 1997 in Book 7179 on Pages 1076 thru 1100 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Settlers' Crossing I Declarations were amended on April 5, 2001 and said amendment to the declarations was filed of record in Book 8055 on Pages 1608 and 1609 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, the Lake Shadows I at Settlers' Crossing, hereinafter referred to as "Lake Shadows I", Declarations were filed on January 23, 2004 in Book 9185 on Pages 865 and 866 in the land records of Oklahoma County, the State of Oklahoma; and

WHEREAS, pursuant to Article II of the Settlers' Crossing I Declarations, Declarant has the authority to execute supplemental declarations and to impress said supplemental declarations upon additional properties;

NOW THEREFORE, Declarant does hereby adopt the Settlers' Crossing I Declarations and the Lake Shadows I Declarations in their totality,

EXCEPT THAT, Article VIII, Section 2, Areas limited to common use, shall be amended to include Blocks BH, BI, BJ, BK, BL, BM and BN in Lake Shadows II as shown on the recorded Final Plat for Lake Shadows II to be used as common areas only;

EXCEPT THAT, Article IX, Section 2 Height and Size restrictions, Paragraph (a) shall be amended to read, "2000 square feet minimum of livable space with a 1,000 square foot minimum required for the bottom floor in the case of a two story house." The remainder of the paragraph (a) remains unchanged;

EXCEPT THAT, Article IX, Section 6, Fencing, shall be amended to include the following: a) any side lot line fence shall be a wood stockade fence and shall not exceed five (5) feet in height, and b) any fence on any rear lot line that abuts another lot along the rear lot line shall be a wood stockade fence and shall not exceed five (5) feet in height, and c) any fence on any lot line that abuts a common area or a greenbelt shall be wood picket fencing with four (4) inch pickets and four (4) inches of air space between said pickets with a maximum height of four (4) feet; and d) wood fences cannot be painted; and

and impresses them against all real property contained within Lake Shadows II with the intent the Settlers' Crossing I Declarations and the Lake Shadows I Declarations, and all parts thereof shall touch, concern and run with the real property contained within Lake Shadows II.

WHEREFORE, the undersigned, as Declarant under the Settlers' Crossing I Declarations and the Lake Shadows I Declarations, does hereby adopt said Declarations as amended herein and impresses them upon Lake Shadows II.

FURTHERMORE, the Owners of the Lots platted within Lake Shadows II shall become members of the Settlers' Crossing Association, Inc., and shall enjoy all privileges and obligations appurtenant thereto in accordance with the Settlers' Crossing I Declarations.

IN WITNESS WHEREOF, DECLARANT has set its hand and seal to this instrument this 4th day of February, 2005.

Signed by Derek S. Turner, President of Settlers Crossing, LLC, Declarant

NOTE TO READER – THIS DOCUMENT HAS BEEN RETYPED FROM THE RECORDED COPIES BY EMPLOYEES OF NEIGHBORHOOD SERVICES CORPORATION. ALTHOUGH DUE CARE WAS TAKEN TO INSURE ACCURACY MISTAKES AND OMISSIONS MAY HAVE OCCURRED IN THE RETYPING. YOU SHOULD NOT RELY ON THIS DOCUMENT AS THE BASIS FOR IMPORTANT DECISIONS WITH REGARD TO THE PURCHASE OR USE OF ANY PROPERTY, AND NO LIABILITY OR RESPONSIBILITY IS ACCEPTED BY NEIGHBORHOOD SERVICES CORPORATION FOR ERRORS CONTAINED HEREIN. YOU MAY OBTAIN COPIES OF THE RECORDED DOCUMENTS FROM THE OKLAHOMA COUNTY CLERKS OFFICE, IN OKLAHOMA CITY, OKLAHOMA.