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DECLARATION OF
ASSOCIATION COVENANTS AND RESTRICTIONS
CYPRESS CREEK

THIS DECLARATION is made this 27th day of August, 2007, by Cypress Creek, L.L.C., an Oklahoma limited liability company (the "Owner/Developer") and the owners of lots within the residential subdivision known as Cypress Creek, (the "Other Owners").

WHEREAS, the Owner/Developer is the developer of:

Cypress Creek, a subdivision in the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat (No. 6097) thereof ("Cypress Creek"); and

WHEREAS, Cypress Creek was developed as a community of single family residential lots containing certain common areas; and

WHEREAS, the Deed of Dedication accompanying the recorded plat of Cypress Creek provided for the subsequent formation of an association of the owners of the Lots within the Subdivision; and

WHEREAS, an association of the owners of the Lots within Cypress Creek has been or shall be formed and incorporated as "Cypress Creek Homeowners' Association, Inc.," and a Declaration should be recorded setting forth the particulars of the association, including membership, maintenance of common area and assessment of Lots; and

WHEREAS, the Owner/Developer is the owner of:

Lots 1, 2, 3, 4, 5, 6, 7, 10, 11, 13, 14, 15, 16, 17, 18, 19, and 21, Block 1;
Lots 1, 3, 4, 5, 6, and 7, Block 2;
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, and 18, Block 3;
Lots 1, 2, 3, 4, and 5, Block 4;
Lots 1, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, and 22, Block 5;
Lots 1, 2, 3, 4, 5, 6, 7, 8, 15, 16, 18, 20, 21, 22, 24, 25, 26, 27, and 28, Block 6;
Lots 2, 3, 5, 6, 7, 8, 9, 11, 12, 13, 14, 16, 18, 19, 20, 21, 23, 24, 25, 26, 27, and 28, Block 7;
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20, Block 8;
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20, Block 9; and
Reserve Areas A through G;
within Cypress Creek; and

WHEREAS, Steve Brown Construction, L.L.C., an Oklahoma limited liability company, is the owner of:

Lots 2, 3, and 20, Block 5; and
Lot 12, Block 6;
within Cypress Creek; and

WHEREAS, David Gibson, Inc., an Oklahoma corporation, is the owner of:

Lot 12, Block 1;
Lot 14, Block 6;
Lots 17 and 22, Block 7;
within Cypress Creek; and

WHEREAS, Sterling Homes, Inc., an Oklahoma corporation, is the owner of:

Lot 2, Block 2; and
Lots 9, 19, and 23, Block 6;
within Cypress Creek; and

WHEREAS, Homes by Classic Properties, L.L.C., an Oklahoma limited liability company, is the owner of:

Lots 8 and 20, Block 1;
Lot 9, Block 5;
Lot 11, Block 6; and
Lot 15, Block 7;
within Cypress Creek; and

WHEREAS, Perry Hood Properties, Inc., an Oklahoma limited liability company, is the owner of:

Lot 9, Block 1;
Lots 10 and 17, Block 6; and
Lot 4, Block 7;
within Cypress Creek; and

WHEREAS, Jack Rutledge Homes, L.L.C., an Oklahoma limited liability company, is the owner of:

Lot 1, Block 7,
within Cypress Creek; and

WHEREAS, Boos Builders, Inc., an Oklahoma corporation, is the owner of:

Lot 15, Block 3;
Lot 13, Block 6; and
Lot 10, Block 7;
within Cypress Creek;

the above identified owners, with the exception of the Owner/Developer, being hereinafter referred to as the "Other Owners"; and

WHEREAS, the Owner/Developer and the Other Owners collectively own all of the lots and reserve areas within Cypress Creek, the above described lots being hereinafter referred to individually as a "Lot" or collectively as the "Lots", and the subdivision within which the Lots are located being hereinafter referred to as "Cypress Creek" or the "Subdivision", and the recorded plat being hereinafter referred to as the "Plat". The term "Lot" or "Lots" shall also refer to Reserve Areas A and F when and if the same are used for a single family lot, and to any lot which may be platted within any other single family residential subdivision annexed to the geographic jurisdiction of the Association subsequent hereto as hereinafter provided.

WHEREAS, Cypress Creek is located in Section 25, Township 19 North, Range 14 East, Tulsa County, Oklahoma ("Section 25"), and the following described residential subdivisions, which have been developed by entities affiliated with the Owner/Developer, are also located within Section 25:

Stone Creek Farms, a subdivision in the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat (No. 5679) thereof ("Stone Creek Farms I");

Stone Creek Farms II, a subdivision in the City of Tulsa, Oklahoma, according to the recorded plat (No. 5883) thereof ("Stone Creek Farms II");

Stone Creek Farms III, a subdivision in the City of Tulsa, Oklahoma, according to the recorded plat (No. 6037) thereof ("Stone Creek Farms III"); and

Stone Creek Farms Village, a subdivision in the City of Tulsa, Oklahoma, according to the recorded plat (No. 5991) thereof ("Stone Creek Farms Village").

WHEREAS, within Reserve A in Stone Creek Farms II, Reserve Area A in Stone Creek Farms III, and/or within reserve areas designated in the plat or plats of other single family residential subdivisions in Section 25, Township 19 North, Range 14 East, Tulsa County, Oklahoma which may be developed by Cypress Creek, L.L.C., Stone Creek Partners, L.L.C., Select Homesites, Inc. or entities related thereto, there may be constructed recreational facilities, including one or more swimming pools and/or splash pads, picnic grounds, cabanas, restrooms, dressing rooms, or playgrounds (hereinafter "Recreational Facilities"). An association ("Stone Creek Pool Association" hereinafter, the "Pool Association") has been formed for the ownership and maintenance of the Recreational Facilities, should the facilities be constructed. Membership of the Pool Association

shall comprise homeowners' associations whose members are entitled to use the Recreational Facilities. Cypress Creek Homeowners' Association shall be a member of the Pool Association. Other members of the Pool Association shall be Stone Creek Farms II, III and Village Homeowners' Association, Stone Creek Farms Homeowners' Association and other associations as above described whose members are entitled to use the Recreational Facilities.

THEREFORE, the Owner/Developer and the Other Owners hereby declare that the Lots shall be held, sold and conveyed subject to the following covenants and restrictions, which are for the purpose of protecting the value and desirability of the Lots and which shall be covenants running with the land, shall be binding on all persons having any right, title or interest in the properties comprising the Lots, their heirs, successors and assigns, and shall inure to the benefit of each owner of a Lot and their heirs, successors, and assigns.

ARTICLE I DEFINITIONS

Section 1. Association. "Association" shall mean Cypress Creek Homeowners' Association, Inc. its successors and assigns.

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

Section 3. Common Area. "Common Area" shall mean all real property (including the improvements thereon) owned or maintained by the Association for the common use and enjoyment of the Owners, and shall include but shall not be limited to the following:

Reserve Areas B, C, D, E and G, and the fencing and landscaping easement, depicted upon the plat of Cypress Creek, and all improvements thereon, including but not limited to, landscaping, screening fences and walls, playground equipment, entry features, and subdivision identification signs; and

All common areas within any single family subdivision hereafter annexed into the jurisdiction of the Association as herein set out and any improvements thereon, including but not limited to open space and landscaping, but specifically excluding any reserve areas reserved for location of Recreational Facilities.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Each Owner shall have a right and easement of use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with

the title to each Lot, subject to:

- (a) the right of the Association to charge reasonable fees for the use or enjoyment of any facility situated upon the Common Area;
- (b) the right of the Association to adopt reasonable rules and regulations for the use of the Common Area;
- (c) the right of the Association to suspend the Owner's right to use of the facilities for any period during which any assessment against the Owner's Lot remains unpaid;
- (d) the right of the Association to suspend the Owner's right to use of the facilities for the Owner's infraction of the Association's published rules and regulations;
- (e) the right of the Association to dedicate, sell, or transfer all or any part of the Common Area to which it holds title to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Association, provided however, the dedication, sale or transfer of Common Area shall require the assent of fifty-one percent (51%) of the eligible votes of the members.

Section 2. Delegation of Use and Enjoyment. The Owner of a Lot may delegate the Owner's right of use and enjoyment of the Common Area to the members of the Owner's family, tenants or contract purchasers who reside on the Lot.

ARTICLE III RECREATIONAL FACILITIES

Section 1. Assessment to Include Amount for Payment of Pool Association Assessment. The Pool Association shall levy assessments against each homeowners' association member of the Pool Association, including Cypress Creek Homeowners' Association. The assessments provided for in Article V herein shall include an amount for the payment of the assessment levied by the Pool Association on this Association, and the Owner of a Lot shall be subject to such assessment whether or not the Owner chooses to use the Recreational Facilities.

Section 2. Right to Use Recreational Facilities. Should the Recreational Facilities be constructed, and should the Association be subject to levy of assessment by the Pool Association, the Owner of a Lot, and the members of the Owner's family, tenants or contract purchasers who reside on the Lot, may use the Recreational Facilities, subject to:

- (a) the right of the Pool Association to charge reasonable fees for the use or enjoyment of certain options that the Pool Association may make available to the Owner of a Lot, including but not limited to the following: rental of the Recreational Facilities

- for events, rental of lockers, towel fees or swim lessons;
- (b) the right of the Pool Association to adopt reasonable rules and regulations for the use of the Recreational Facilities;
 - (c) the right of the Association to suspend the Owner's right to use of the Recreational Facilities for any period during which any assessment against the Owner's Lot remains unpaid;
 - (d) the right of the Pool Association to suspend the Owner's right to use of the facilities for the Owner's infraction of the Association's published rules and regulations;
 - (e) the right of the Pool Association to dedicate, sell, or transfer all or any part of the property upon which the Recreational Facilities are located for such purposes and subject to such conditions as may be determined by the Pool Association, provided however, the dedication, sale or transfer of such property shall require the assent of sixty percent (60%) of the eligible votes of the members of the Pool Association.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be mandatory and appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The Owner of a Lot by acceptance of the deed thereto acknowledges that the management, maintenance, and ownership and improvement of the Common Area is the right and obligation of the Association and the Owner/Developer's right and obligations pertaining thereto are the same as any other Lot owner unless hereinafter specifically modified.

Section 2. Voting Rights. The Association shall have two classes of voting membership as follows:

- (a) Class A. The Class A members shall be all Owners with the exception of the Owner/Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members, and the vote for the Lot shall be exercised as they among themselves determine, but only one vote shall be cast for the Lot.
- (b) Class B. The Class B member shall be the Owner/Developer, or its assigns, if its rights have been specifically assigned as set forth within Article VII hereof. The Class B member shall be entitled to 30 votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total

votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or at any earlier time at the sole discretion of the Owner/Developer, provided however, in each instance of annexation, the developer of the annexed area shall be a Class B Member and entitled to 30 votes for each Lot owned which is located within the annexed area. The Class B membership established by the annexation shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or at any earlier time at the sole discretion of the owner of the annexed subdivision.

Section 3 Voting Suspension. The Association shall have the right to adopt, within the Bylaws, provisions for suspension of an Owner's voting rights for any period during which an assessment against the Owner's Lot remains unpaid.

Section 4. Annexations.

- (a) Annexation by the Owner/Developer. Any real property located within Section 25, Township 19 North, Range 14 East of the I.B.M., City of Tulsa, Tulsa County, Oklahoma, which is hereafter platted for single family residential purposes by the Owner/Developer, or an affiliated entity, may, in whole or in part, be annexed to the geographic jurisdiction of the Association by the Owner/Developer without approval of the Association or its members.
- (b) Membership. Upon such annexation, the owners of the single family residential lots included within the annexed subdivision shall be deemed Members of the Association.
- (c) Common Area. Upon such annexation, the common areas established within the plat of the annexed subdivision (excluding any reserve areas reserved for location of Recreational Facilities) shall be included within the Common Area of the Association.
- (d) Assent. Annexation, except as set forth within paragraph (a), shall require the assent of fifty-one percent (51%) of the members who are voting in person or by proxy at a meeting duly called for this purpose.
- (e) Notice and Quorum. Annexation requiring assent of the members shall be considered at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than twenty (20) nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of members and/or holders of proxies entitled to vote thirty percent (30%) of the eligible votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event the required assent is not achieved at the meeting, members not present may within thirty (30) days thereafter deliver

written assent to the Secretary of the Association, and such assents shall be deemed votes cast at the meeting.

(f) Acceptance. Annexation shall be evidenced by a written acceptance of annexation executed by the owners of the annexed property and filed of record in the office of the County Clerk of Tulsa County, Oklahoma.

(g) Commencement of Assessments - Annexed Properties. With respect to all properties hereafter annexed into the geographic jurisdiction of the Association, the assessments provided for within Article V hereof shall commence one year after the date of recording the plat of the annexed property. Notwithstanding the foregoing provisions, the developer of the annexed area may defer the initial commencement of assessments by the recording of an instrument establishing a deferred commencement date.

ARTICLE V ASSESSMENTS

Section 1. Assessment, Covenant and Lien. The Owner/Developer, for each Lot owned hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay to the Association:

- (a) annual maintenance assessments
- (b) special assessments for capital improvements

the above assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which the assessment is made. Each assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the owners of the Lots, including but not limited to assessments for the improvement and maintenance of the Common Area and the facilities thereon situated; for administrative costs of the Association; for payment of any assessment levied against the Association by the Pool Association; and for improvement and maintenance of stormwater detention facilities serving the subdivisions whose owners are members of the Association as well as certain other subdivisions located in Section 25, Township 19 North, Range 14 East, Tulsa County.

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be Six

Hundred Dollars (\$ 600) per Lot; provided however, the Board of Directors may increase each year, subsequent to the initial assessment year, the maximum assessment by the percentage increase, if any, of the Consumer Price Index occurring over the twelve (12) months ending sixty (60) days prior to the current assessment period, or fifty percent (50%), whichever is greater. "Consumer Price Index" shall mean the index published by the U.S. Department of Labor for the area including Tulsa, Oklahoma. Increases in the maximum annual assessment greater than those above provided for shall require the assent of the Owner/Developer (so long as it is the owner of at least one Lot) and the developer of any other subdivision annexed into the geographic jurisdiction of the Association (so long as it is the owner of at least one Lot) and sixty percent (60%) of the eligible votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. The annual assessment may include an amount to establish a reserve fund for future maintenance of the Common Area based upon a projected budget adopted by the Board of Directors.

Section 4. Special Assessments for Capital Improvements - Common Area. In addition to the annual maintenance assessments set forth within Section 3 above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided however, any such assessment shall require the assent of the Owner/Developer (so long as it is the owner of at least one Lot) and the developer of any other subdivision annexed into the geographic jurisdiction of the Association (so long as it is the owner of at least one Lot) and sixty percent (60%) of the eligible votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Pool Association Special Assessments for Capital Improvements. In addition to the annual maintenance assessments set forth within Section 3 above, and special assessments set forth within Section 4 above, if the Pool Association should levy a special assessment for capital improvements within Pool Association properties, this Association shall levy a special assessment for the purpose of paying the Pool Association special assessment.

Section 6. Notice and Quorum. Written notice of any meeting for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 20 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast thirty percent (30%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event the required assent is not achieved at the meeting, members not present may within 30 days thereafter give assent by delivery of written assent to the Secretary of the Association, and such assents shall be deemed votes cast at the meeting.

Section 7. Commencement of Annual Assessments. The annual assessment for each

residential lot within Cypress Creek shall commence on January 1, 2008; provided however, the Owner/Developer may defer the initial commencement of assessments. Annual assessments for any properties hereafter annexed into the geographic jurisdiction of the Association shall commence at the time set forth in Article IV, Section 4, and shall be adjusted based on the number of months remaining in the calendar year. Subsequent annual assessments shall be based on the calendar year commencing on January 1.

Section 8. Establishment of the Amount of Assessment. The Board of Directors of the Association shall fix the amount of the first annual assessment at least 30 days prior to the commencement date, or at least 30 days prior to the expiration of a deferred commencement period, and shall fix the amount of subsequent assessments against each Lot at least 30 days in advance of each annual assessment period. The due dates for payment of the annual assessments shall be established by the Board of Directors, and the Board of Directors may provide for the payment of the annual assessments on a monthly basis, semi-annual basis, or annual basis. Written notice of the annual assessment and the due dates for payment shall be sent to each Owner. The omission or failure of the Board of Directors to timely fix the annual assessment or to give notice thereof shall not be deemed a waiver or release of any Owner from the obligation to pay the assessment when fixed, and notice thereof given.

Section 9. Certificate of Assessment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Nonpayment Remedies. An assessment which is not paid when due shall be delinquent and shall constitute a lien on the Lot against which the assessment is made. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest per annum as set by the Board of Directors from time to time, but not to exceed the maximum rate of interest allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against the property, or both, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, non-use of the Recreational Facilities or abandonment of his Lot. Assessment liens shall continue for a period of one (1) year from the date of delinquency; provided that if, within such period, judicial proceedings shall have been instituted to enforce the lien in a court in Tulsa County, Oklahoma, having jurisdiction, then the lien shall continue until the termination of the judicial proceedings and the sale of such Lot pursuant to execution of judgment.

Section 11. Subordination of the Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure

or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the Lot from the lien for assessments thereafter becoming due.

Section 12. Exempt Property. Properties dedicated to and accepted by a local public authority or conveyed to a public utility shall be exempt from assessments.

ARTICLE VI COMMON AREA IMPROVEMENTS AND EASEMENT

Section 1. Common Area Improvements. The Owner/Developer, with respect to Cypress Creek, and the developer of any other single family residential subdivision which is annexed into the jurisdiction of the Association as herein set forth, with respect to said annexed subdivision, may make customary and reasonable improvements to the Common Area, but each of said parties specifically disclaims any obligation to make particular or specified improvements. Each owner of a Lot by acceptance of a deed thereto, whether or not it shall be so expressed in the deed shall be deemed to have accepted such improvements to the Common Area and to the area conveyed to, or reserved for conveyance to, the Pool Association, as existing as of the date of acceptance of the deed.

Section 2. Common Area Easement. The Owner/Developer, with respect to Cypress Creek, (for a period of 5 years from the date of recording the Plat of Cypress Creek), and the developer of any other single family residential subdivision which is annexed into the jurisdiction of the Association, with respect to said annexed subdivision, (for a period of 5 years from the date of recording the plat of the annexed subdivision), herein reserve the right and easement to enter upon the Common Area of said subdivision, and at said party's cost, to construct, repair, and maintain improvements.

ARTICLE VII EASEMENT FOR RESERVE AREAS A AND F and OBLIGATION TO MAINTAIN

The Owner/Developer hereby establishes and grants to the Association an easement on, over and across Reserve Areas A and F for the purposes of maintaining and enjoying open space and landscaping, subject to the location and operation of the lift station within Reserve Area F and subject to the utility easement within Reserve Area F. During the term of this Easement, the Association shall maintain the open space and landscaping within Reserve Areas A and F but shall have no obligation to maintain the lift station located within Reserve F. This Easement is terminable in whole or in part by Owner/Developer or its successors or assigns in ownership of Reserve Areas A or F with respect to the portion or portions of Reserves A and F developed or used as a single family lot. A recorded Termination of Easement executed by the party terminating this Easement shall be conclusive proof of the termination hereof. Upon termination of this Easement, the Association's obligation to maintain the portion of Reserve Areas A or F to which the termination is applicable, shall cease.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Conflicting Provisions. To the extent that this Declaration is in conflict with any provision of the Deed of Dedication which accompanied the recorded plat of Cypress Creek or the Deed of Dedication accompanying the plat of any single family residential subdivision hereafter annexed into the jurisdiction of the Association, or respective amendments thereof, the provisions of this Declaration shall control.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all easements, restrictions, and covenants now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. In any judicial action to enforce the covenants or restrictions established by the Declaration or amendments thereto, or to recover damages for the breach thereof, the prevailing party shall be entitled to receive his or its reasonable attorney fees and costs and expenses incurred in such action.

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

Section 4. Assignability of Rights of the Owner/Developer. The rights of the Owner/Developer, and the rights of the developer of any residential subdivision annexed into the jurisdiction of the Association, herein established shall inure to their respective successors or assigns if the Owner/Developer or the other described developer, as the case may be, should convey to a third party more than one Lot, with the result that the grantor no longer owns a Lot, and the grantor expressly assigns such rights to the grantee in a recorded deed or other recorded document.

Section 5. Term and Amendment. The restrictions and covenants of this Declaration shall run with and bind the land and to the extent permitted by applicable law, shall be perpetual, but in any event shall be in force and effect for a term of not less than thirty (30) years from the date this Declaration is recorded, unless terminated or amended as hereinafter provided. This Declaration may be amended or terminated at any time and from time to time, by a written instrument signed and acknowledged by the Owner/Developer, or by the developer of a residential subdivision annexed into the jurisdiction of the Association, during such period that the Owner/Developer, or the other described developer, as the case may be, is the record owner of at least 1 Lot, or alternatively, by a written instrument adopted by a vote of 60% of the members and signed by the owners of the Lots consenting to the vote. In the event of any conflict between an amendment or termination properly executed by the Owner/Developer or the developer of a residential subdivision annexed into the jurisdiction of the Association (during their respective ownership of at least 1 Lot) and any amendment adopted by a vote of 60% of the members, the instrument executed by the Owner/Developer or the other described developer shall prevail. An instrument amending this

Declaration shall be recorded in the real estate records of the Office of the County Clerk of Tulsa County, Oklahoma, and shall be effective from and after the date of recording.

IN WITNESS WHEREOF, the Owner/Developer and the Other Owners have executed this instrument the date first above written.

"OWNER/DEVELOPER"

Cypress Creek, L.L.C.
an Oklahoma limited liability company

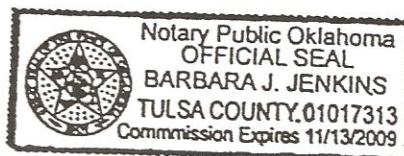
By Steve Brown
Steve Brown, Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on this 27th day of August, 2007, by Steve Brown as Manager of Cypress Creek, L.L.C., an Oklahoma limited liability company.

Barbara J. Jenkins
Notary Public

My commission expires: _____
My commission number is _____



"OTHER OWNERS":

Steve Brown Construction, L.L.C.
an Oklahoma limited liability company

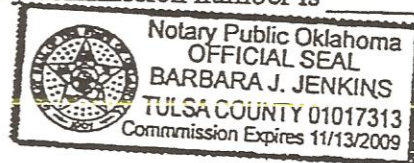
By Steve Brown
Steve Brown, Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on this 27th day of August, 2007, by Steve Brown as Manager of Steve Brown Construction, L.L.C., an Oklahoma limited liability company.

Barbara J Jenkins
Notary Public

My commission expires: _____
My commission number is _____



David Gibson, Inc.
an Oklahoma corporation

By M. David Gibson
M. David Gibson, President

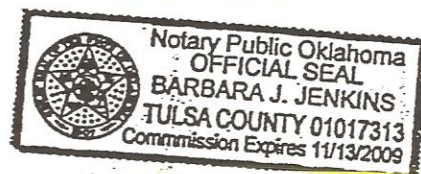
STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on this 27th day of August, 2007, by M. David Gibson, as President of David Gibson, Inc., an Oklahoma corporation.

Barbara J. Jenkins
Notary Public

My commission expires: _____
My commission number is _____

Sterling Homes, Inc.
an Oklahoma corporation



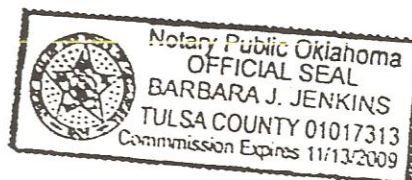
By [Signature]
Darrell G. Jenkins, President

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on this 27th day of August, 2007, by Darrell G. Jenkins, as President of Sterling Homes, Inc., an Oklahoma corporation.

Barbara J. Jenkins
Notary Public

My commission expires: _____
My commission number is _____



Homes By Classic Properties, L.L.C.
an Oklahoma limited liability company

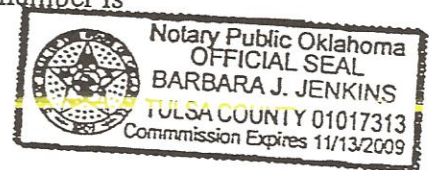
By Joseph D. Harp
Joseph D. Harp, Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on this 27th day of August,
2007, by Joseph D. Harp, as Manager of Homes By Classic Properties, L.L.C., an Oklahoma limited
liability company.

Barbara J. Jenkins
Notary Public

My commission expires: _____
My commission number is _____



Perry Hood Properties, Inc.
an Oklahoma corporation

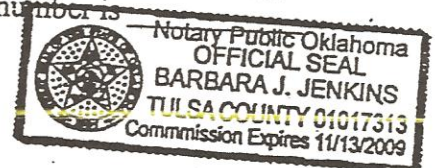
By Perry Hood
Perry Hood, President

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on this 27th day of August, 2007, by Perry Hood, as President of Perry Hood Properties, Inc., an Oklahoma corporation.

Barbara J. Jenkins
Notary Public

My commission expires: _____
My commission number is _____



Jack Rutledge Homes, L.L.C.
an Oklahoma limited liability company

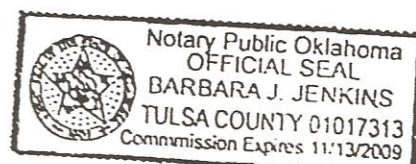
By [Signature]
Jack Rutledge, Manager
Craig Brooks

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

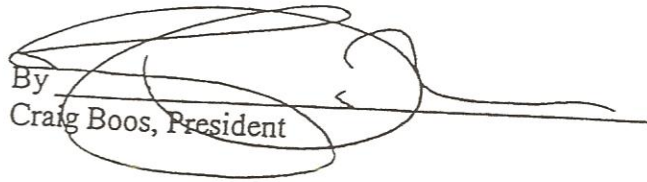
This instrument was acknowledged before me on this 27th day of August, 2007, by ~~Jack Rutledge~~, as Manager of Jack Rutledge Homes, L.L.C., an Oklahoma limited liability company. *Craig Brooks*

Barbara J. Jenkins
Notary Public

My commission expires: _____
My commission number is _____



Boos Builders, Inc.
an Oklahoma corporation

By 
Craig Boos, President

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on this 27th day of August, 2007, by Craig Boos, as President of Boos Builders, Inc., an Oklahoma corporation.


Notary Public

My commission expires: _____
My commission number is _____

