

When recorded mail to:  
Morgan Creek Development, LLC  
8312 W. Reno, Suite B  
Oklahoma City, Oklahoma 73127

Declaration of  
Covenants, Conditions and Restrictions  
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS)

OF MORGAN CREEK SECTION 1

A part of the East 1/2 of Section 13, T11N, R5W, I.M.  
Oklahoma City, Canadian County, Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

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WHEREAS, MORGAN CREEK DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," is the owner of the land platted as MORGAN CREEK SECTION 1 and recorded in Plat Book 9, at Page 179 (the "Plat") in the office of the County Clerk of Canadian County, State of Oklahoma; and

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

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

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

1.1 "ASSOCIATION" means the MORGAN CREEK NEIGHBORHOOD HOMEOWNERS ASSOCIATION, an Oklahoma non-profit corporation, its successors and assigns, the By-Laws of which shall govern the administration of the ASSOCIATION, the Members of which shall be all of the owners of Lots in the PROPERTY and any subsequent property annexed to this Declaration pursuant to Section 18.11, at the sole discretion of Declarant, per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of MORGAN CREEK NEIGHBORHOOD HOMEOWNERS ASSOCIATION.

1.2 "Morgan Creek" means the real property previously owned, now owned, or acquired in the future, by Declarant in the East 1/2 of Section 13, T11N, R5W, I.M., Oklahoma City, Canadian County, Oklahoma, which Declarant elects to be included in the development. The development includes MORGAN CREEK SECTION 1 plus other areas which are separate from MORGAN CREEK SECTION 1 (Some areas may have different types of housing and different lot sizes).

1.3 "MORGAN CREEK SECTION 1" means the real property platted as MORGAN CREEK SECTION 1 and more particularly described in Exhibit "A".

1.4     "Board of Directors" or "Board" means the body responsible for administration of the ASSOCIATION.

1.5     "By-Laws" means the By-Laws of the ASSOCIATION.

1.6     "Building" means one or more of the building improvements lying within the Property.

1.7     "Common Area" means all real and personal property which the ASSOCIATION now or hereafter owns, leases, or otherwise holds possessor or use rights in for the common use and enjoyment of the Owners. The term may or shall include without limitation, recreational facilities, entry features, signage, landscaped medians, lakes, wetlands, hiking, walking, and bicycle trails, as shown on the Plat MORGAN CREEK SECTION 1 and deeded to the Association by the Declarant, or any other property conveyed to the ASSOCIATION by Declarant at some date in the future solely at Declarant's discretion.

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

1.9     "Declarant" means Morgan Creek Development, LLC, an Oklahoma limited liability company, or any successor, successor-in-title, or assignee of Morgan Creek Development, LLC, who is designated as Declarant in an instrument executed by the immediately preceding Declarant and may or may not be recorded, at the sole discretion of Declarant, with the County Clerk of Canadian County, State of Oklahoma.

1.10    "Declaration" means the Declaration of Covenants, Conditions, Restrictions, and Notice, Disclosure & Disclaimer to Future Buyers of MORGAN CREEK SECTION 1, and any subsequent property annexed to this Declaration pursuant to Section 18.11.

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

1.12    "Lot" means a portion of the PROPERTY designated for separate ownership, the boundaries of which are the lot lines as shown on the recorded plat of the real estate described on Exhibit "A" and any subsequent property annexed to this Declaration pursuant to Section 18.11. In the event of a lot split which combines one or more lots, the new lot lines shall constitute the "lot".

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

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

1.15 "Owner" means a person or persons, firm, corporation, partnership, trust, association or other legal entity, or any combination thereof, who owns one or more Lots within the PROPERTY.

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

1.17 "PROPERTY" means the real property described herein as MORGAN CREEK SECTION 1, and any future additions annexed thereto as provided in this Declaration.

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

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

2. Limitations to Property Rights.

2.1 Intent. Declarant hereby declares that all of the property described in Exhibit "A" shall be held, sold, used, and conveyed subject to the following covenants, conditions, and restrictions which shall run with title to the land. This Declaration shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in the PROPERTY or any part thereof, their heirs, successors, successors-in-title, and assigns.

2.2 Duration. Unless terminated as provided below, this Declaration shall have perpetual duration. Unless otherwise provided by Oklahoma law, in which case such law shall control, this Declaration may not be terminated within Fifty (50) years of the date of recording without the consent of all Owners. After Fifty (50) years from the date of recording, this Declaration may be terminated only by an instrument in writing, signed by a majority of the then Owners and recorded in the Official Records, which specifies the termination of this Declaration. Upon a termination of this Declaration, the Owners will remain responsible for the maintenance of the Common Areas to the satisfaction of the City of Oklahoma City and other governing bodies.

2.3 Governing Documents. This Declaration together with the By-Laws of Morgan Creek Neighborhood Homeowner's Association, the Articles of Incorporation of Morgan Creek Neighborhood Homeowner's Association (collectively, the "Governing Documents") shall contain the standards for the PROPERTY and the Association. The Governing Documents shall be supplemented by the Design Guidelines, Use Restrictions and Rules, and resolutions of the Board of Directors.

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

3.1 Regulation. Declarant has established a general plan of development for the PROPERTY to enhance all Owners' quality of life and collective interests and the aesthetics and environment within the PROPERTY and to engender a pride of place and sense of community property. To accomplish this objective, the PROPERTY is subject to the land development, architectural, and design provisions set forth in Section 4, the other provisions

of this Declaration governing individual conduct and use of or actions upon the PROPERTY, and the guidelines, rules and restrictions promulgated pursuant to this Section, all of which establish affirmative and negative covenants, easements, and restrictions on the PROPERTY. Notwithstanding the above, with respect to rules and regulations promulgated pursuant to this Section, the Board and the Members shall have the ability, in the manner set forth below, to respond to changes in circumstances, conditions, needs, and desires within the Community. All provisions of this Declaration and any Rules shall apply to all Persons on the PROPERTY. The lessee and all occupants of leased residences shall be bound by the terms of the Governing Documents, whether or not the lease so provides. All Owners shall be responsible for insuring a provision in any lease informing the lessee and all occupants of the residence of all applicable rules and use restrictions affecting the Lot or the Common Area.

3.2 Rule Making Authority.

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

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

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

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

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

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

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

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

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

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

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

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

3.4.7 Alienation. No rule shall prohibit leasing or transferring any Lot, or require consent of the ASSOCIATION or Board for leasing or transferring any Lot; provided, the ASSOCIATION or the Board may require a minimum lease term of up to twelve (12) months. The ASSOCIATION may require that Owners use lease forms approved by the ASSOCIATION. Unless otherwise specifically set forth in

the Declaration, the ASSOCIATION shall not impose any fee on the lease or transfer of any Lot greater than an amount reasonably based on the costs to the ASSOCIATION of its costs to administer that lease or transfer.

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

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

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

#### 4. Architecture and Landscaping

**4.1 General Requirement for Prior Approval.** No structure shall be placed, erected, or installed on any portion of the PROPERTY, no alterations of or additions to the existing landscaping, and no improvements (including staking, clearing, excavation, grading, and other site work, and exterior alteration of existing improvements) shall take place within the PROPERTY except in compliance with this Section and the Design Guidelines promulgated pursuant to Section 4.3. In addition to the construction of dwellings and other Buildings, it is specifically intended that placement or posting of other structures (e.g. fences, signs, antennae and satellite dishes, clotheslines, playground equipment, basketball hoops, pools, propane and other fuel tanks or devices (other than portable gas grills), lighting, temporary structures, solar devices, and artificial vegetation) on the exterior of any Lot or other portion of the PROPERTY shall be regulated by this Declaration and the Design Guidelines and require the approval of the appropriate Reviewer under Section 4.3. Modifications to the interior of specified porches, patios, and similar portions of a Lot visible from outside the structures On the Lot shall be subject to this Section. No approval shall be required to repaint the exterior of a structure in accordance with the ordinarily approved color scheme. This requirements of this Section 4.1 shall not apply to Declarant's activities nor to improvements to the Common Area by or on behalf of the ASSOCIATION. This Section shall not apply to activities of the City of Oklahoma City, Oklahoma performed on property owned by the City and used for public purposes so long as the City complies with the separate deed restrictions applicable to such property, if any. This Section may not be amended without Declarant's written consent so long as Declarant or its successors and assigns or Morgan Creek Development, LLC own land within the East 1/2 of Section 13, T11N, R5W, I.M., Oklahoma City, Canadian County, Oklahoma.

**4.2 Architectural Review.** The committee in charge of architectural review ("the Architectural Committee") shall be composed of three (3) or more natural persons. As long as the Declarant owns any Lots within Morgan Creek, the Architectural Committee shall be composed of James A. Fincher, Cheryl Fincher, and Sherry Hamilton, or such persons as Declarant elects. The affirmative vote of a majority of the members of the Architectural Committee (which shall be the required quorum of the Committee) shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling

or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in the By-Laws. Five years following the sale of the Declarant's final Lot within Morgan Creek, or earlier solely at Declarant's option, the Board shall appoint the members of the Architectural Committee, and such persons shall serve at the pleasure of the Board.

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

4.3 Guidelines and Procedures.

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

As long as Declarant or its successors and assigns or Morgan Creek Development, LLC own land within the East 1/2 of Section 13, T11N, R5W, I.M., Oklahoma City, Canadian County, Oklahoma, Declarant shall have sole authority to amend the Design Guidelines from time to time in its discretion. Thereafter, the Architectural Committee shall have authority to amend the Design Guidelines, with the Board's consent. Amendments to the Design Guidelines shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation of the scope of amendments to the Design Guidelines; Declarant is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines more or less restrictive in whole or in part.

The Architectural Committee shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the PROPERTY, and all such Persons shall conduct their activities in accordance with such Design Guidelines.

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

be final. So long as Declarant owns any portion of Morgan Creek, Declarant may, in its sole and absolute discretion, unilaterally overrule any finding of the Reviewer.

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

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

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

The Reviewer shall, within the period specified in the Design Guidelines, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of (i) approval of Plans, or (ii) segments or features of the Plans which are deemed by such committee to be inconsistent or not in conformity with this Declaration and/or the Design Guidelines in the Architectural Committee's sole and absolute discretion. In the event the Reviewer fails to advise the submitting party by written notice within the period specified in the Design Guidelines of either the approval or disapproval, approval shall be deemed to have been given. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the submitting party. In no event shall approval by the Reviewer constitute approval by the City of Oklahoma City. If the City of Oklahoma City fails to approve Plans, such party shall submit to the Reviewer the City of Oklahoma City approved Plans for approval pursuant to this Section 4.3.

If construction does not commence on a project for which Plans have been approved within one hundred twenty (120) days of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the Plans to the Reviewer for reconsideration. If construction is not completed on a project for which Plans have been approved within eighteen (18) months or within the period set forth in the Design Guidelines or in the approval, such approval shall be deemed withdrawn, and such incomplete

construction shall be deemed to be in violation of this Section. Construction features that require a permit from the City of Oklahoma City will be considered complete when all improvements comply with the approved plans and all inspections and approvals have been approved by the City of Oklahoma City.

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

4.5 Variances. The Reviewer may authorize variances in writing from its guidelines and procedures in the Architectural Committee's sole and absolute discretion. Inability to obtain or the terms of any governmental approval or the terms of any financing shall not be considered a hardship warranting a variance. Notwithstanding the above, the Reviewer may not authorize variances without the written consent of Declarant, as long as it owns any portion of Morgan Creek.

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

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

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

6. Administration and Management; Mandatory Membership. The administration and management of the PROPERTY shall be governed by the Declaration and the By-Laws of the ASSOCIATION. Notwithstanding anything contained to the contrary in the By-Laws, the Declarant may, at its sole discretion, elect or appoint the initial three (3) members of the Board ("Initial Board Members"). The initial term of the Board shall be two (2) years. The ASSOCIATION shall be governed by the Board as provided in the Certificate of Incorporation and By-Laws of the ASSOCIATION. The administration and management of the Common Areas shall be governed by this Declaration, the Certificate of Incorporation, and By-Laws of the ASSOCIATION. An Owner of a Lot shall mandatorily become a Member of the ASSOCIATION per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of ASSOCIATION. The ASSOCIATION may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed compensation; provided that so long as Declarant owns any portion of Morgan Creek, the use of a managing agent shall required the consent of the Declarant.

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

9. Records; Inspection by Owners and Mortgagees.

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

10. Compliance with Provisions of Declaration, By-Laws and Rules and Regulations. Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws of the ASSOCIATION, and the rules, regulations, Design Guidelines, decisions and resolutions of the ASSOCIATION adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Managing Agent or Board of Directors in the name of the ASSOCIATION on behalf of the Owners or, in a proper case, by an aggrieved Owner.

11. Revocation or Amendment to Declaration; Amendment of Undivided Interest in Common Areas. This Declaration shall not be revoked unless all of the Members unanimously consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of Sixty-Six percent (66%), or more, of the votes cast consent and agree to such amendment by instrument(s) duly recorded. This document shall not be amended or revoked without approval of the Declarant so long as Declarant or its successors and assigns or Morgan Creek Development, LLC own land within the East 1/2 of Section 13, T11N, R5W, I.M., Oklahoma City, Canadian County, Oklahoma. However, Declarant may amend this Declaration at any time, subject to limitations set forth in paragraphs 18.9 and 18.10 below.

12. Assessment for Common Expenses.

12.1 Obligation to Pay Pro-rata Share. Except as otherwise provided herein, all Members shall be obligated to equally pay the assessments, either estimated or actual, imposed by the Board of the ASSOCIATION to meet the Common Expenses as further set forth in the Certificate of Incorporation and Bylaws of the ASSOCIATION.

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

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

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

13.3 Reserves and Working Capital. The ASSOCIATION shall be required to establish and maintain an adequate reserve fund ("Capital Improvement Fund"), which shall consist of not less than twenty five percent (25%) of the ASSOCIATION dues, for the periodic capital improvements to the Common Areas which the ASSOCIATION may be obligated to maintain as further set forth in the respective associations Certificate of Incorporation and Bylaws. The funds retained in the Capital Improvement Fund may only be used by the ASSOCIATION upon unanimous consent of the Board, Majority Vote of the Owners, and consent of the Declarant so long as Declarant owns any portion of Morgan Creek.

14. Period of Ownership. Unless otherwise provided in this Declaration, the terms and conditions created by this Declaration shall continue until this Declaration is revoked in the manner as is provided for in this Declaration.

15. General Reservations. Declarant hereby reserves a permanent ingress and egress easement and also reserves the right to establish within the Common Areas future easements, reservations, exceptions and exclusions consistent with the ownership and development of the Common Areas, MORGAN CREEK SECTION 1 and for the best interests of the Declarant, Owners and the ASSOCIATION in order to serve the entire real estate development and future development in proximity to Morgan Creek.

16. Waiver Clause. Except as to the payment of assessments, the Declarant shall have the power to grant to any Owner a waiver, variance or exception of and from any of the provisions of this Declaration.

17. Voting Rights in the Association. Voting in the Association shall be on a per Lot basis. Notwithstanding anything to the contrary, the Declarant shall have two thousand (2,000) votes. All other Owners shall have one vote per Lot even if the Lot is owned by more than one person.

18. General.

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

application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

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

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

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

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

18.6 Declarant Easement. Declarant hereby retains an easement through the Common Areas as may be necessary for the purpose of discharging Declarant's obligations, exercising Declarant's rights reserved herein, or for such other purposes at the sole discretion of Declarant.

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

18.8 Attorneys' Fees. In the event an action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the ASSOCIATION is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a special assessment with respect to the Lot involved in the action. In addition to the foregoing, the ASSOCIATION shall indemnify Declarant for all costs and expenses, including but not limited to attorney's fees, in any way related to this Declaration, Bylaws, the ASSOCIATION Certificate of Incorporation, ASSOCIATION activities and/or the Common Areas.

18.9 Special Amendment. So long as Declarant or its successors and assigns or Morgan Creek Development, LLC own land within the East 1/2 of Section 13, T11N, R5W, I.M., Oklahoma City, Canadian County, Oklahoma, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any

applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make or purchase Mortgage loans on the Lots; (iv) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure Mortgage loans on the Lots; or (v) otherwise necessary to satisfy the requirements of any governmental agency for approval of this Declaration. However, any such amendment shall not adversely affect the title to any Lot unless the affected Owner shall consent hereto in writing. In addition, so long as Declarant owns any portion of Morgan Creek, it may unilaterally amend this Declaration for any other purpose.

18.10 Future Membership Rights. The right to require or allow membership in the ASSOCIATION shall be the exclusive right of Declarant as set forth in this Declaration, so long as the Declarant owns property in the East 1/2 of Section 13, T11N, R5W, I.M., Oklahoma City, Canadian County, Oklahoma. New Members shall have no cost to join except the prorata assessment for current year and in no case be required to pay larger assessments than other Members who happened to join earlier.

18.11 Future Additions. Although this Declaration includes initially only the real property described as MORGAN CREEK SECTION 1, it is the intention of the Declarant to develop additional areas in Morgan Creek which additional areas will be complementary in concept to this Declaration, and which additional areas will provide additional owners as Members of the Association. The Declarant, its successors and assigns, shall have the right, but not the obligation, to bring within the concept of this Declaration real property within Morgan Creek, or in the vicinity of Morgan Creek. (Future sections of Morgan Creek shall have lot owner Members of the ASSOCIATION per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws.)

In the event the Declarant exercises its rights under this Section 18.11, then the additions authorized under this Section shall be made by the Declarant filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions ("Supplementary Declaration") with respect to the additional property which shall extend the concept of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties.

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

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

18.14 Drainage and Emergency Overflow. All small drainage channels, emergency overflow and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority, utility company, or association shall be

the property Owner's responsibility; and it shall be the responsibility of the Owner to a) keep the easements, channels and swells free of any structure, planting or other material which may change the direction of flow or obstruct or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot and; b) provide continuous maintenance of the improvements in the easements or of the channels or swales and keep the existing drainage patterns in tact; except for the improvements for which a public authority, utility company or association is responsible and; c) prevent any changes in existing drainage which would adversely affect adjacent property Owners. (This restriction shall be in effect after builder completes the final grade on the new home.) It is the homeowners' responsibility to maintain drainage on homeowners' site. Homeowner is responsible for and must insure that established drainage patterns are not impeded by landscaping, decking, pools, driveways, walls, etc. This responsibility includes but is not limited to hiring a licensed civil engineer to design a plan that will maintain the established drainage when a pool is installed and it shall be the responsibility of the Owner to see that the engineer's plan is implemented in such a way as to not adversely impact adjacent property owners. The ASSOCIATION has or may have obligations to the City of Oklahoma City for, among other things, various drainage structures required by the City in connection with City approval of the various plats of Morgan Creek.

18.15 Exclusion from Membership. Any lands developed for non-residential usage will not be eligible for membership in the ASSOCIATION unless owned by the ASSOCIATION.

18.16 Declarant's Authority to Determine Common Areas. Declarant at its option, may deed property to the ASSOCIATION solely at the Declarant's discretion.

18.17 Assignment by Declarant. Declarant reserves the right to assign all or a portion of its right and interest herein to any third party.

18.18 Restriction on Assignment by Declarant. The ASSOCIATION shall not transfer or deed any portion of the Common Areas to any party without the unanimous consent of Owners, and the consent of the Declarant as long as the Declarant owns any property within Morgan Creek. The ASSOCIATION shall not transfer or deed any portion of the Common Areas conveyed to the ASSOCIATION by Declarant without the prior written consent of Declarant.

18.19 Restriction on Merger; Consolidation. The ASSOCIATION shall not merge or consolidate with any other homeowner's association without the vote of Sixty-Six (66%) of the Owners, and the consent of the Declarant as long as the Declarant owns any property within Morgan Creek. The ASSOCIATION shall not transfer, convey, deed, title, assign, lease or sublet any portion of the Common Areas conveyed to the ASSOCIATION by Declarant without the prior written consent of Declarant.

18.20 Common Area Maintenance. The ASSOCIATION shall be responsible for all maintenance to the Common Area, including without limitation, lawn mowing and maintenance, even if the Common Area has not yet been deeded to the ASSOCIATION..

18.21 Limited Alteration of Common Area. Creeks and waterways located within the ASSOCIATION Common Areas may cause erosion and/or changes in the adjacent Owner's topography. In order to protect against such erosion or changes in topography, an Owner with a Lot which is adjacent to a creek or waterway shall have the right, subject to the limitations of this Section 18.21, to encroach upon the Common Area for the purpose of constructing retaining walls or other stabilizing structures subject to the following

restrictions: (i) Owner must comply with any and all city and state rules; (ii) Owner must utilize a licensed engineer to design said improvements; (iii) the licensed civil engineer must design said improvements in such a way that the installation of the designed improvements will not negatively impact other Owners, the ASSOCIATION, and/or Declarant; (iv) the cost of such improvements shall be paid entirely by the Owner and Owner shall not allow any lien to be placed on the ASSOCIATION Common Area or other property; and (v) the Declarant shall consent to such improvements.

19. NOTICES, DISCLOSURES AND DISCLAIMERS

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

19.2 Dedication of Common Area by Declarant. Transfer of land to the ASSOCIATION by the Declarant shall be at such time and under such conditions as determined in the sole discretion of the Declarant. The ASSOCIATION agrees that deed of the Common Areas by Declarant shall be on an as-is, where-is basis. The Declarant shall also deed the Common Areas subject to certain permanent easements in the Common Areas for the benefit of Declarant. Common Areas and improvements, if any, will not be deeded to the ASSOCIATION until the Declarant feels there are an adequate number of owners to support the common areas. Common areas shall not be open to Members until such time as the Declarant determines. Declarant makes no promises or guarantees of any kind as to improvements on the Common Areas and will make only such improvements as determined by the Declarant. Much of the Common Areas may be left completely natural by the Declarant.

19.3 Walls, Fences, or Enclosures of Property. Declarant may construct any future fences, enclosures, or walls with the type of composition and character as the Declarant in its sole discretion determines. Every Owner within the PROPERTY acknowledges and agrees by purchasing a Lot within the PROPERTY that Declarant is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the walls, fences or enclosures of Morgan Creek, including, but not limited to, warranties or representations as to the manner, quality, state of repair or lack of repair of the walls, fences or enclosures of Morgan Creek. The Owner agrees that it has not relied upon and will not rely upon, either directly or indirectly, any statement, representation or warranty of Declarant or any agent of Declarant. Each Owner acknowledges and agrees that any walls, fences or enclosures of Morgan Creek are "AS IS, WHERE IS."

19.4 This Declaration pertains only to PROPERTY and in no way expands the authority of the ASSOCIATION except to expressly authorize and require membership in the ASSOCIATION for Member Owners of PROPERTY, as further set forth in the Certificate of Incorporation and By-laws of the association. Other sections of Morgan Creek may have covenants and restrictions which vary from those of PROPERTY and which do not grant the ASSOCIATION the same power and authority as the covenants of PROPERTY create.

19.5 Easement.

19.5.1 Easement Reserved. The Declarant reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the Plat easements and in all Common Areas, sewer or other pipe lines,

drainage structures, conduits, poles and wires and any other method of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground with the right of access at any time to the same for the purpose of repair and maintenance; that where easements are provided along the rear of the Lot or Lots, then in that event all sewer and other pipe lines, conduits, poles and wires may be installed under the streets throughout the addition where necessary to carry same across the street. Such easements rights shall be deemed to run with the land.

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

19.6 Notice of Potential Erosion. Many Lots within the PROPERTY have creeks or other waterways abutting some portion of the Lot property line. Soil erosion is a gradual process that occurs when the actions of water, wind, and other factors eat away and wear down the land, causing the soil to deteriorate or disappear completely. Every Owner within the PROPERTY acknowledges and agrees by purchasing a Lot within the PROPERTY that Declarant has disclosed the potential for soil erosion on the PROPERTY and that Declarant is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the potential soil erosion of the PROPERTY. The Owner agrees that it has not relied upon and will not rely upon, either directly or indirectly, any statement, representation or warranty of Declarant or any agent of Declarant. Each Owner acknowledges and agrees and accepts the PROPERTY "AS IS, WHERE IS."

[The remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned executed this Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) Of MORGAN CREEK SECTION 1 on this 19 day of JULY, 2007.

Morgan Creek Development, LLC,  
an Oklahoma limited liability company

By: Cherrye Timcher

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA ) SS  
)

The foregoing instrument was acknowledged before me this 19th day of July, 2007, by Cherrye Timcher, Manager of Morgan Creek Development, LLC, an Oklahoma limited liability company.

Gretchen J. Bybee  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

9/14/2008



EXHIBIT A

MORGAN CREEK - SECTION 1    LEGAL

A part of the NE 1/4 of Section 13, T11N, R5W, I.M., Canadian County, Oklahoma and more particularly described as follows:

COMMENCING at the NE corner of the of the said NE 1/4;  
THENCE South 00°12'26" East along the East line thereof a distance of 371.44 feet to the  
POINT OF BEGINNING:

THENCE South 00°12'26" East along said East line a distance of 2282.48 feet to the SE corner of the said NE 1/4;  
THENCE South 88°55'48" West a distance of 493.05 feet;  
THENCE North 01°04'12" West a distance of 25.00 feet;  
THENCE North 51°00'53" West a distance of 195.64 feet;  
THENCE North 00°12'26" West a distance of 860.81 feet;  
THENCE North 83°47'56" West a distance of 112.20 feet;  
THENCE North 06°12'04" East a distance of 20.00 feet;  
THENCE North 38°47'56" West a distance of 35.36 feet;  
THENCE North 83°47'56" West a distance of 20.00 feet;  
THENCE North 06°12'04" East a distance of 50.00 feet;  
THENCE South 83°47'56" East a distance of 20.00 feet;  
THENCE North 51°12'04" East a distance of 35.36 feet;  
THENCE North 06°12'04" East a distance of 148.43 feet;  
THENCE along a curve to the left having a radius of 914.75 feet a distance of 109.52 feet along  
said curve having a chord direction of North 02° 46'16" East and a chord length of  
109.46 feet;  
THENCE North 45°56'39" West a distance of 35.53 feet;  
THENCE South 88°46'14" West a distance of 20.86 feet;  
THENCE North 01°13'46" West a distance of 50.00 feet;  
THENCE North 88°46'14" East a distance of 18.62 feet;  
THENCE North 41°14'27" East a distance of 33.76 feet;  
THENCE North 06°17'20" West a distance of 259.60 feet;  
THENCE North 51°17'20" West a distance of 35.36 feet;  
THENCE South 83°42'40" West a distance of 20.10 feet;  
THENCE North 06°17'20" West a distance of 50.00 feet;  
THENCE North 83°42'40" East a distance of 18.95 feet;  
THENCE North 35°57'46" East a distance of 37.01 feet;  
THENCE along a curve to the left having a radius of 275.00 feet a distance of 381.30 feet along  
said curve having a chord direction of North 51°30'27" West and a chord length of  
351.49 feet;  
THENCE South 88°46'14" West a distance of 1455.00 feet;  
THENCE South 39°23'55" West a distance of 37.95 feet;  
THENCE along a curve to the left having a radius of 475.00 feet a distance of 11.29 feet along  
said curve having a chord direction of South 10° 39'16" East and a chord length of  
11.29 feet;  
THENCE South 78°39'52" West a distance of 50.00 feet;  
THENCE South 89°40'18" West a distance of 81.15 feet to a point on the West line of the  
said NE 1/4;  
THENCE North 00°19'42" West along said West line a distance of 612.51 feet to the NW  
corner of the said NE 1/4;  
THENCE North 88°46'14" East along the North line of the said NE 1/4 a distance of  
2091.62 feet;  
THENCE South 01°13'46" East a distance of 385.00 feet;  
THENCE South 88°46'14" West a distance of 182.92 feet;  
THENCE South 30°44'54" East a distance of 180.83 feet;  
THENCE South 04°02'00" East a distance of 319.64 feet;  
THENCE North 89°47'34" East a distance of 255.93 feet;  
THENCE North 00°12'26" West a distance of 421.40 feet;  
THENCE North 44°47'34" East a distance of 113.14 feet;  
THENCE North 89°47'34" East a distance of 285.00 feet;  
to the POINT OF BEGINNING, containing 2,620,227.40 square feet or 60.15 acres more or less.

**EXHIBIT "B"**

**Initial Use Restrictions and Rules**

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

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

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

- (a) Parking of any vehicles on public or private streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages; provided, construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area;
- (b) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. According to City of Oklahoma City Ordinances, not more than three dogs may be kept on each lot; dogs and cats must be restricted behind a fence, or on a leash, or in a building at all times; dogs and cats must be annually licensed by the City and annually vaccinated against rabies; dogs and cats must wear immunization and registration tags on the collar or harness at all times. Residents must carry a pick up scooper with them, when they are walking their pet for the purpose of picking up the pet's excretion;
- (c) Any activity which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots;
- (d) Any activity which violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;
- (e) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Lot;
- (f) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots;
- (g) Outside burning of trash, leaves, debris or other materials, except during the normal course of constructing a dwelling on a Lot;

- (h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;
- (i) Use and discharge of firecrackers and other fireworks;
- (j) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the PROPERTY, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site;
- (k) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;
- (l) Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant shall have such right;
- (m) No Lot shall be physically split or subdivided into two or more parcels by any means. For the purpose of the preceding sentence, "any means" includes but is not limited to deeds, mortgages or liens, mortgage or lien foreclosures, partition suits or any other means whatsoever. Notwithstanding anything herein contained to the contrary, lot lines may be re-drawn, and lots in PROPERTY may be reallocated into a different lot or lots so long as the number of lots in PROPERTY is not increased and the redrawing or re-allocation is approved by the Architectural Committee;
- (n) Swimming, or other active use of any possible water feature, if applicable, within the PROPERTY, except that small water craft and fishing from the shore shall be permitted with appropriate licenses and Declarant, its successors and assigns, shall be permitted to draw water from the lake within the PROPERTY for purposes of irrigation and such other purposes as Declarant shall deem desirable. The ASSOCIATION and the Declarant shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams or other bodies of water within or adjacent to the PROPERTY;
- (o) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;
- (p) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the ASSOCIATION and ASSOCIATION shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment;
- (q) Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for the PROPERTY; (iii) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the

PROPERTY; and (iv) the business activity is consistent with the residential character of the PROPERTY and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the PROPERTY, as may be determined in the sole discretion of the Board.

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

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

- (r) Capturing, trapping of wildlife within the PROPERTY, except in circumstances posing an imminent threat to the safety of persons using the PROPERTY;
- (s) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the PROPERTY or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;
- (t) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot without prior approval pursuant to Section IV;
- (u) Operation of motorized vehicles on pathways or trails maintained by the ASSOCIATION;
- (v) Construction, erection, or placement of any thing, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Section 4 of the Declaration. Unless otherwise permitted in the Design Guidelines, this shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers and similar structures; antennas, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; and hedges, walls, dog runs, animal pens, or fences of any kind;
- (w) Use of go-carts and motorized scooters on any portion of the PROPERTY and for any purpose whatsoever.
- (x) The construction or maintenance of a billboard or advertising boards or structures on any lot in PROPERTY is prohibited. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period;
- (y) Basketball backboards may be erected at the residences in the PROPERTY. Each backboard must have a free standing structure supporting it and may not be attached to a house. The supporting structure must be constructed from rust resistant steel and

maintained at all times, i.e., supporting structure to be kept completely painted and free of dirt and any markings giving it an unsightly appearance. The backboard must be constructed from a plastic and/or fiberglass material and must be kept clean and free of any marking which gives it an unsightly appearance. A backboard which is cracked must be removed or replaced immediately. The net must be free of all rips and tears and shall be replaced whenever it becomes unsightly. The rim must be kept painted and free of dirt and any markings which give it an unsightly appearance. The rim must be kept perpendicular to the backboard in a standard basketball installation. No offensive activity is permitted which results from use of the basketball backboard;

- (z) No skateboard or bicycle ramps may be constructed in any yard or Common Area;
- (aa) No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down or otherwise destroyed without the prior express written consent of the Architectural Committee; and
- (ab) No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the frontal portion of any lot, unless approved by the Architectural Committee;

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

- (a) Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the PROPERTY;
- (b) Structures, equipment or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair; and
- (c) Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the PROPERTY, except the ASSOCIATION shall have the right to draw water from such sources.

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

**OWNER'S RESTRICTIONS AND PROTECTIVE COVENANTS  
MORGAN CREEK SECTION 1**

**EXHIBIT "C"  
DESIGN GUIDELINES**

This Design Guidelines supplements the Covenants, Conditions, Restrictions, and Notice, Disclosure & Disclaimer to Future Buyers of MORGAN CREEK SECTION 1 ("Declaration"). The words and phrases herein contained shall have the meanings ascribed thereto in the Declaration unless expressly provided otherwise herein or unless the context or use indicates another or different meaning or intent. In addition to the terms and conditions contained in the Declaration, the following design guidelines, which shall be amended and restated at any time in accordance with the Declaration, are as follows:

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

2. No building shall be erected or altered in this subdivision until the building plans, specifications, including roofing and plot plan showing the location of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and in conformity with the Architectural Committee's design philosophy and as to location of the building in respect to topography and finished grade elevation by a Architectural Committee, composed of Cheryl Fincher, Sherry Hamilton and James A. Fincher or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any members of said committee, the remaining member or members shall have full authority to designate a successor. In the event said committee or its designated representative fails to approve or disapprove within one hundred eighty (180) days after said plans and specifications have been submitted to it or in any event if no suit to enjoin the constructions has been commenced prior to the completion of construction of said plains, approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

No main residential building shall ever be erected, placed or constructed or any lot or building site in this subdivision unless at least eighty percent (80%) of the first floor exterior walls thereof be of brick, brick veneer, stone or stone veneer or other material specifically approved by the Architectural Committee, provided however, that all windows or doors located in said exterior walls shall be excluded in the determination of the areas of eighty percent (80%) of said exterior walls and further provided that where a gable-type roof is constructed and a part of the exterior walls are extended above the interior room ceiling line due to the construction of such

gable-type roof, then that portion of such wall or walls extending above the interior room ceiling height may be constructed of wood material and also likewise excluded from the square foot area in determining what constitutes eighty percent (80%) of the exterior walls of said residential building.

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

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

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

6. All fencing materials and fencing locations shall be approved by the Architectural Committee. No fencing shall be allowed in the front of the home. No fencing shall be allowed between the front of the home and the curb. No fencing will be allowed between the building lines (front or side) as shown on the plat of the PROPERTY and the curb.

7. The ground floor living area of any single story home shall not be less than 2,500 square feet without the approval of the Architectural Committee, nor less than 3,400 square feet total living area up and down for any home of more than one story without the approval of the Architectural Committee. No roofing material, valley or ridge shall be sued on any structure located on any lot in PROPERTY without the approval of the Architectural Committee.

8. Set backs from front and side building lines as shown on the plat are absolute minimum and the Architectural Committee shall require further set backs as they, in their sole discretion, determine as appropriate for the architectural and aesthetic harmony of the addition.

9. No skateboard ramps shall be allowed on any lot in PROPERTY.

10. No outside antennas shall extend beyond five feet of the roof line.

11. No electric windmills shall be allowed on any lot in PROPERTY.
12. No existing structure of any type may be moved onto any lot in the PROPERTY.
13. The Design Guidelines in this Exhibit "C" do not apply to the Declarant.
14. Garage entrances shall be to the side or the rear of the home if required by the Reviewer.
15. The current mailing address of the Architectural Committee is 8312 W. Reno, Suite B, Oklahoma City, Oklahoma 73127, Attention: Cheryl Fincher.
16. The minimum roof pitch on single-story homes shall be 10/12 if required by the Reviewer.
17. The minimum roof pitch on two-story homes shall be 9/12 if required by the Reviewer.
18. As long as Declarant or its successors and assigns or Morgan Creek Development, LLC own land within the East 1/2 of Section 13, T11N, R5W, I.M., Oklahoma City, Canadian County, Oklahoma, Declarant shall have sole authority to amend these Design Guidelines from time to time in its discretion. Thereafter, the Architectural Committee shall have authority to amend the Design Guidelines, with the Board's consent.

7  
**First Amendment to the Declaration of  
Covenants, Conditions and Restrictions  
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS)  
OF MORGAN CREEK SECTION 1**

A part of the East 1/2 of Section 13, T11N, R5W, I.M.  
Oklahoma City, Canadian County, Oklahoma

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, MORGAN CREEK DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 (hereinafter "Declaration") at the Office of the Canadian County Clerk at Book 3349, Pages 829 - 853.

WHEREAS, Section 11 of the Declaration states that so long as Declarant owns any property within Morgan Creek, as defined in the Declaration, Declarant may amend the Declaration for any purpose;

WHEREAS, Declarant owns property within Morgan Creek;

WHEREAS, all current Owners of Lot's within Morgan Creek consent to the terms of this amendment;

WHEREAS, the Declarant and the Owners listed on the signature page hereto own the lots located in Morgan Creek Section 1 described on **Exhibit "A"** ("Affected Lots") which are located adjacent to certain Common Areas described on the Morgan Creek Section 1 plat.

WHEREAS, the Common Areas will be owned by the Association ("Association");

WHEREAS, the Declarant may determine it is necessary to fence certain portions of the Common Areas which may impact the Affected Lots;

WHEREAS, Declarant desires to place certain negative covenants and restrictions on the Affected Lots;

NOW, THEREFORE, pursuant to Section 11 of the Declaration, Declarant does hereby amend the Declaration as follows:

1. Fencing and Landscaping within Common Area. The Declarant and Owners covenant and agree that a portion of the Common Area includes without limitation, a narrow greenbelt along SW 29th Street, adjacent to SW 29th Street, along County Line Road and adjacent to County Line Road. The Common Areas are located within Morgan Creek Section 1 and will belong to the Association in the future. The Declarant and Owners acknowledge there may be similar greenbelt areas to be owned by the Association in the future.

The Declarant and Owner covenant and agree that Lots that back up to SW 29th Street and County Line Road in Morgan Creek Section 1 will not have access to SW 29th Street or to County Line Road, and the Lots will have smaller backyards than it would visually seem because of the greenbelts. The Declarant and Owners acknowledge and agree that Declarant, or the Association may place a fence along the property line between the Affected Lots and the Common Area greenbelt. However, Declarant may decide, at Declarant's option, to place the fence in some other location in the Common Area greenbelt. The Declarant or Association reserve the right to move the fence at any time to another location within the Common Area. In the event the fence is not located on the Affected Lot property line and placed closer to the street, or away from the Affected Lot property line if such Lot does not back up to a street, within the Common Area, it will mean that the Common Area greenbelt located between the Association's fence and the Affected Lot Owners' Lot may be fenced into the Affected Lot Owner's yard.

The Declarant and Owner acknowledge and agree that any area within the Common Area will continue to belong to the Association but the Owners will be responsible for continued maintenance of the area as described in Section 3 below. The Declarant or Association may, at its sole and absolute discretion, plant small trees in the area fenced-in between the Affected Lots property line and the Common Area and the trees will at all times be owned by the Association and the Affected Lot Owner agrees not to not disturb the trees and agrees to maintain them as required under Section 3.

2. Easement; Right-of-Way. The Declarant reserves a right-of-way easement over and under the Common Area and the Affected Lots for ingress, egress, installing, repairing, moving, replacement, and maintaining all fences, trees or plant additional trees or landscaping. The Declarant or the Association may install water systems for watering any trees or other landscaping within the right-of-way. Declarant or the Association shall have the right, at any time, to plant, replace, remove, maintain and cultivate shrubs, trees, grass and plants within the right-of-way area, regardless of whether the Affected Lot owner, or the Association is responsible hereunder for maintenance of such area. The Declarant, Association or its authorized agents shall have the right to enter upon the right-of-way property (including, but not limited to, upon any Affected Lot), at any reasonable time, for the purpose of maintaining Common Area, planting, replacing, removing, maintaining or cultivating such shrubs, trees, grass or plants, and shall not be liable for trespass for so doing.

3. Maintenance of Landscaping. Each Affected Lot Owner shall, at the Owner's expense, keep all shrubs, trees, grass, groundcover and plantings of every kind, on his lot or within the fenced-in Common Area fenced adjacent to the Affected Lot, properly mowed and maintained, and free of washes, deadwood, weeds, green-briar, and other unsightly material. The Declarant or Association shall have the power to interpret and enforce the requirements of this subparagraph as it applies to any particular area with the objective of maintaining the overall uniform appearance of Morgan Creek Section 1. In the event an owner fails to perform such maintenance as provided above, Declarant or the Association, or its authorized agents, shall have the right at any reasonable time to perform such maintenance (and to enter upon an Affected Lot, if necessarily incidental to performing such maintenance), and the cost thereof shall be assessed to the owner of the Affected Lot, as hereinafter provided.

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

[The remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this First Amendment of Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 the 31st day of March, 2008.

MORGAN CREEK DEVELOPMENT, LLC,  
an Oklahoma limited liability Company

By: Cheryl Fincher  
Name: Cheryl Fincher  
Title: Manager

PAUL GUSTIN HOMES, INC.,  
an Oklahoma corporation

By: Paul Gustin  
Name: Paul Gustin  
Title: President

ROSEWOOD HOMES, LLC,  
an Oklahoma limited liability Company

By: Steve Sneed  
Name: Steve Sneed  
Title: Manager

SOUTHWEST SIGNATURE HOMES, LLC,  
an Oklahoma limited liability Company

By: Robert N. Menifee  
Name: Robert N. Menifee  
Title: General Manager

STONEHAVEN HOMES, LLC,  
an Oklahoma limited liability Company

By: Paul Gustin  
Name: Paul Gustin  
Title: Manager

WHITESTONE HOMES, LLC,  
an Oklahoma limited liability Company

By: Paul Gustin  
Name: Paul Gustin  
Title: Manager

This signature page attached to that certain First Amendment of Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 the 31<sup>st</sup> day of March, 2008.

WOODLAND HOMES, LLC,  
an Oklahoma limited liability Company

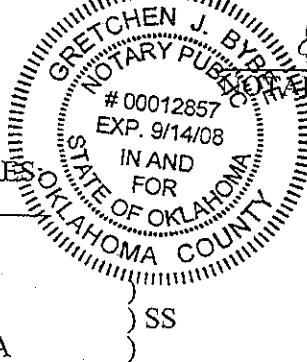
By: Rocky G. Hollingsworth  
Name: Rocky G. Hollingsworth  
Title: Manager

WORTHINGTON HOMES, LLC,  
an Oklahoma limited liability Company

By: Rocky G. Hollingsworth  
Name: Rocky G. Hollingsworth  
Title: Manager

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA ) SS

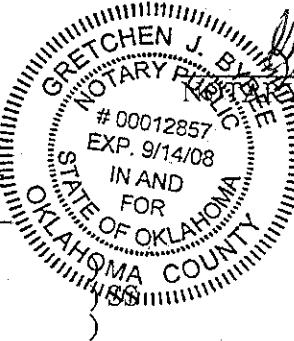
The foregoing instrument was acknowledged before me this 31st day of March, 2008, by  
Cheryl Bybee, Manager of Morgan Creek Development, LLC, an Oklahoma limited  
liability company.



MY COMMISSION EXPIRES 9/14/2008

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA ) SS

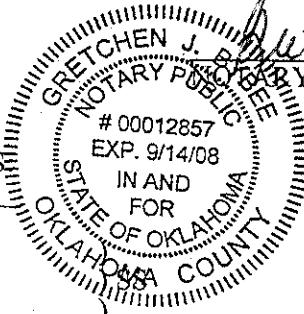
The foregoing instrument was acknowledged before me this 31st day of March, 2008, by  
Paul Gustin, President of Paul Gustin Homes, Inc., an Oklahoma  
corporation.



MY COMMISSION EXPIRES 9/14/2008

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA ) SS

The foregoing instrument was acknowledged before me this 31st day of March, 2008, by  
Steve Reed, Manager of Rosewood Homes, LLC, an Oklahoma limited liability  
company.



MY COMMISSION EXPIRES 9/14/2008

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA ) SS

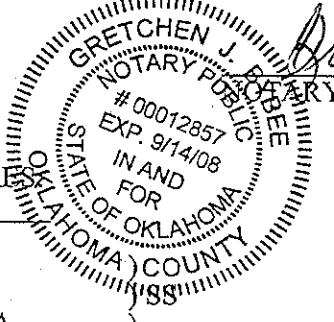
The foregoing instrument was acknowledged before me this 31st day of March, 2008, by  
Robert N. Menifee, Manager of Southwest Signature Homes, LLC, an Oklahoma limited  
liability company.



MY COMMISSION EXPIRES: 9/14/2008

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA ) SS

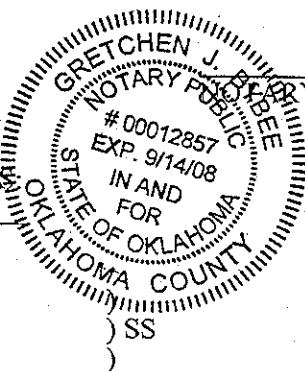
The foregoing instrument was acknowledged before me this 31st day of March, 2008, by  
Paul Bester, Manager of Stonehaven Homes, LLC, an Oklahoma limited liability  
company.



MY COMMISSION EXPIRES  
9/14/2008

STATE OF OKLAHOMA  
COUNTY OF OKLAHOMA ) SS

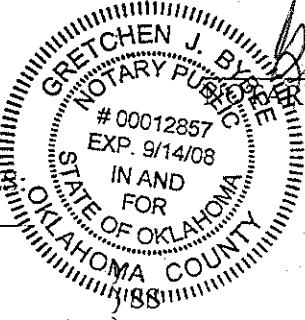
The foregoing instrument was acknowledged before me this 31st day of March, 2008, by  
Paul Bester, Manager of Whitestone Signature Homes, LLC, an Oklahoma limited  
liability company.



MY COMMISSION EXPIRES  
9/14/2008

STATE OF OKLAHOMA  
COUNTY OF OKLAHOMA ) SS

The foregoing instrument was acknowledged before me this 31st day of March, 2008, by  
Rocky B. Hollingsworth, Manager of Woodland Homes, LLC, an Oklahoma limited liability  
company.



MY COMMISSION EXPIRES  
9/14/2008

STATE OF OKLAHOMA  
COUNTY OF OKLAHOMA ) SS

The foregoing instrument was acknowledged before me this 31st day of March, 2008, by  
Rocky B. Hollingsworth, Manager of Worthington Homes, LLC, an Oklahoma limited liability  
company.



MY COMMISSION EXPIRES:  
9/14/2008

K:\Data\REFINCHER\Morgan Creek\First Amendment Declaration of Openings

**EXHIBIT A**  
(Affected Lots)

Lot(s) FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20) and TWENTY-ONE (21), Block ONE (1); Lot(s) TWELVE (12), THIRTEEN (13), FOURTEEN (14), FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22) and TWENTY-THREE (23), Block TWO (2); Lot(s) FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23), TWENTY-FOUR (24), TWENTY-FIVE (25), TWENTY-SIX (26) and TWENTY-SEVEN (27), Block THREE (3); Lot(s) ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11) and TWELVE (12), Block FIVE (5); MORGAN CREEK SECTION 1, A Part of the NE 1/4, Section 13, T11N, R5W, I.M., Oklahoma City, Canadian County, Oklahoma.

ehv  
RETURN TO:  
MORGAN CREEK DEVELOPMENT, L.L.C.  
8312 WEST RENO, SUITE B  
OKLAHOMA CITY, OK 73127

Doc#:R 2008 23911  
Bk&Pg:RB 3493 330-332  
Filed:10-15-2008 LMG  
03:56:29 PM AMT  
Canadian County, OK

Second Amendment to the Declaration of  
Covenants, Conditions and Restrictions (3)  
m  
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS)  
OF MORGAN CREEK SECTION 1

A part of the East 1/2 of Section 13, T11N, R5W, I.M.  
Oklahoma City, Canadian County, Oklahoma

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, MORGAN CREEK DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 and that certain First Amendment to Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 (hereinafter collectively "Declaration") at the Office of the Canadian County Clerk at Book 3349, Pages 829 - 853, and at Book 3435, Pages 640 - 646, respectively.

WHEREAS, Section 11 of the Declaration states that so long as Declarant owns any property within Morgan Creek, as defined in the Declaration, Declarant may amend the Declaration for any purpose;

WHEREAS, Declarant owns property within Morgan Creek;

WHEREAS, the Declarant and the Owners of Block 3, Lots 1 and 3-16, Block 2, Lots 23, 24, 25, 33 and 34, and Block 5, Lots 12-26 located in Morgan Creek Section 1 ("Affected Lots") which are located adjacent to certain Common Areas described on the Morgan Creek Section 1 plat, or future Common Areas within Morgan Creek, whether platted or unplatted;

WHEREAS, the Common Areas will be owned by the Association ("Association");

WHEREAS, the Declarant may determine it is necessary to fence certain portions of the Common Areas which may impact the Affected Lots;

WHEREAS, Declarant desires to place certain negative covenants and restrictions on the Affected Lots;

NOW, THEREFORE, pursuant to Section 11 of the Declaration, Declarant does hereby amend the Declaration as follows:

1. Fencing and Landscaping within Common Area. The Declarant and Owners covenant and agree that a portion of the Common Area includes, or may include, without limitation, a narrow greenbelt adjacent to the Affected Lots, whether platted or unplatted. The Common Areas are located within Morgan Creek Section 1 or future sections of Morgan Creek and will belong to the Association in the future. The Declarant and Owners acknowledge there may be similar greenbelt areas to be owned by the Association in the future.

The Declarant and Owner covenant and agree the Affected Lots will have smaller backyards than it would visually seem because of the greenbelts. The Declarant and Owners acknowledge and agree that Declarant, or the Association may place a fence along the property line between the Affected Lots and the Common Area greenbelt. However, Declarant may decide, at Declarant's option, to place the fence in some other location in the Common Area greenbelt. The Declarant or Association reserve the right to move the fence at any time to another location within the Common Area. In the event the fence is not located on the Affected Lot property line and placed closer to the street, or away from the Affected Lot property line if such Lot does not back up to a street, within the Common Area, it will mean that the Common Area greenbelt located between the Association's fence and the Affected Lot Owners' Lot may be fenced into the Affected Lot Owner's yard.

The Declarant and Owner acknowledge and agree that any area within the Common Area will continue to belong to the Association but the Owners will be responsible for continued maintenance of the area as described in Section 3 below. The Declarant or Association may, at its sole and absolute discretion, plant small trees in the area fenced-in between the Affected Lots property line and the Common Area and the trees will at all times be owned by the Association and the Affected Lot Owner agrees not to not disturb the trees and agrees to maintain them as required under Section 3.

2. Easement; Right-of-Way. The Declarant reserves a right-of-way easement over and under the Common Area and the Affected Lots for ingress, egress, installing, repairing, moving, replacement, and maintaining all fences.

3. Maintenance of Landscaping. Each Affected Lot Owner shall, at the Owner's expense, keep all shrubs, trees, grass, groundcover and plantings of every kind, on his lot or within the fenced-in Common Area fenced adjacent to the Affected Lot, properly mowed and maintained, and free of washes, deadwood, weeds, green-briar, and other unsightly material. The Declarant or Association shall have the power to interpret and enforce the requirements of this subparagraph as it applies to any particular area with the objective of maintaining the overall uniform appearance of Morgan Creek Section 1. In the event an owner fails to perform such maintenance as provided above, Declarant or the Association, or its authorized agents, shall have the right at any reasonable time to perform such maintenance (and to enter upon an Affected Lot, if necessarily incidental to performing such maintenance), and the cost thereof shall be assessed to the owner of the Affected Lot, as hereinafter provided.

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

[The remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment of Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 the 30 day of September, 2008.

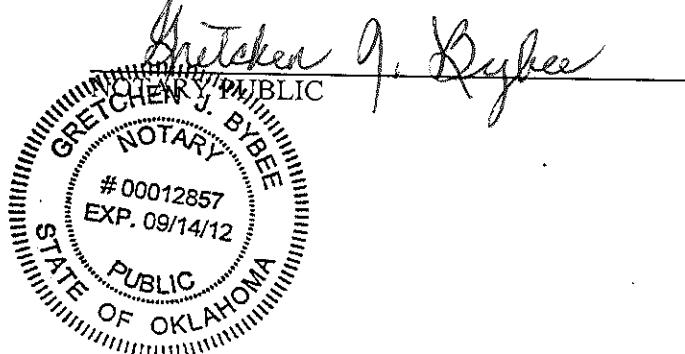
MORGAN CREEK DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By: Cheryle Dineker  
Name:  
Title: Manager

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA ) SS )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2008, by Cheryl Fischer, Manager of Morgan Creek Development, LLC, an Oklahoma limited liability company.

MY COMMISSION EXPIRES:  
9-14-2012





Doc#:R 2009 5186  
Bk&Pg:RB 3534 883-884  
Filed:03-18-2009 LMG  
10:59:53 AM RT

Canadian County, OK

Third Amendment to the Declaration of Covenants, Conditions and Restrictions (2)  
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS)  
OF MORGAN CREEK SECTION 1

A part of the East 1/2 of Section 13, T11N, R5W, I.M.  
Oklahoma City, Canadian County, Oklahoma

**KNOW ALL MEN BY THESE PRESENTS:**

company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1, that certain First Amendment to Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk at Book 3435, Pages 640-646, and that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk at Book 3494, Pages 330-332 (hereinafter collectively "Declaration").

WHEREAS, Section 11 of the Declaration states that so long as Declarant owns any property within Morgan Creek, as defined in the Declaration, Declarant may amend the Declaration for any purpose;

WHEREAS, Declarant owns property within Morgan Creek;

NOW, THEREFORE, pursuant to Section 11 of the Declaration, Declarant does hereby amend the Declaration as follows:

1. Notwithstanding anything contained in the Declaration to the contrary, Declarant reserves unto itself, an exclusive easement for the purpose of access and maintenance upon, across, over, and under all of the Common Area to the extent reasonably necessary to install, replace, repair, and maintain signage. Declarant may install any sign on the Common Area in its sole and absolute discretion. Declarant may assign these rights to any builder, contractor or third party in its sole and absolute discretion. All signs from any other party, including without limitation, Association or Owner, require the written consent of Declarant. Declarant shall have the right to remove and destroy any unauthorized signs placed on the Common Area. Association and each Owner hereby release Declarant from any liability associated with the removal of unauthorized signs on the Common Area.

[The remainder of page intentionally left blank]

env  
Re: Morgan Creek Development  
8312 West Reno, Ste B  
Oklahoma City, OK 73127

IN WITNESS WHEREOF, the undersigned has executed this Third Amendment of Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 as amended, the 28 day of February, 2009.

MORGAN CREEK DEVELOPMENT, LLC,  
an Oklahoma limited liability company

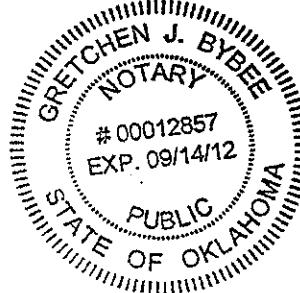
By: Cheryl Fincher  
Cheryl Fincher, Manager

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA ) SS  
)

The foregoing instrument was acknowledged before me this 28th day of February, 2009,  
by Cheryl Fincher, Manager of Morgan Creek Development, LLC, an Oklahoma limited liability  
company.

Gretchen J. Bybee  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
9/14/2012





Doc#:R 2009 28153  
Bk&Pg:RB 3620 215-217  
Filed:12-18-2009 DKC  
03:03:10 PM RT  
Canadian County, OK

**Fourth Amendment to the Declaration of  
Covenants, Conditions and Restrictions  
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS)  
OF MORGAN CREEK SECTION 1**

A part of the East 1/2 of Section 13, T11N, R5W, I.M.  
Oklahoma City, Canadian County, Oklahoma

(3) 1

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MORGAN CREEK DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1, that certain First Amendment to Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk at Book 3435, Pages 640-646, that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk at Book 3493, Pages 330-332 (hereinafter collectively "Declaration"), and that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk at Book 3534, Pages 883 - 884 (hereinafter collectively "Declaration").

WHEREAS, Section 11 of the Declaration states that so long as Declarant owns any property within Morgan Creek, as defined in the Declaration, Declarant may amend the Declaration for any purpose;

WHEREAS, Declarant owns property within Morgan Creek;

NOW, THEREFORE, pursuant to Section 11 of the Declaration, Declarant does hereby amend the Declaration as follows:

1. Paragraph 7, 16 and 17 of Exhibit "C" Design Guidelines are hereby amended and restated as follows:

"7. The Architectural Committee shall establish from time to time minimum square footage requirements. These minimum requirements may be changed by the Architectural Committee at their sole and absolute discretion. No roofing material, valley or ridge shall be used on any structure located on any lot in PROPERTY without the approval of the Architectural Committee."

"16. The minimum roof pitch on single-story homes shall be as required by the Architectural Committee in its sole and absolute discretion."

"17. The minimum roof pitch on two-story homes shall be as required by the Architectural Committee in its sole and absolute discretion."

2. A new Section 19.7 shall be added to the Declaration as follows:

“19.7 Notice of Drainage and Siltation. All ponds, waterways, drainage channels, emergency overflow and other swales located within the PROPERTY have been designed and created for natural drainage of storm water runoff and other drainage and siltation purposes. All ponds, waterways, drainage channels, emergency overflow and other swales developed by Declarant on the PROPERTY were built with the expectation that siltation could occur. Every Owner within the PROPERTY acknowledges and agrees by purchasing a Lot within the PROPERTY that Declarant has disclosed that all ponds, waterways, drainage channels, emergency overflow and other swales utilized for drainage purposes may include siltation. Declarant is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the drainage or siltation occurring on any ponds, waterways, drainage channels, emergency overflow and other swales. The Owner agrees that it has not relied upon and will not rely upon, either directly or indirectly, any statement, representation or warranty of Declarant or any agent of Declarant. Each Owner acknowledges and agrees and accepts the PROPERTY “AS IS, WHERE IS.” Each Owner acknowledges and agrees that the Association may remove silt from the ponds, waterways, drainage channels, emergency overflow and other swales as the Association determines at its sole cost and expense. Declarant shall not be responsible for any costs or liability associated with the collection or removal of silt from ponds, waterways, drainage channels, emergency overflow and other swales located on the PROPERTY.”

[The remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Fourth Amendment of Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 as amended, the 10 day of Dec, 2009.

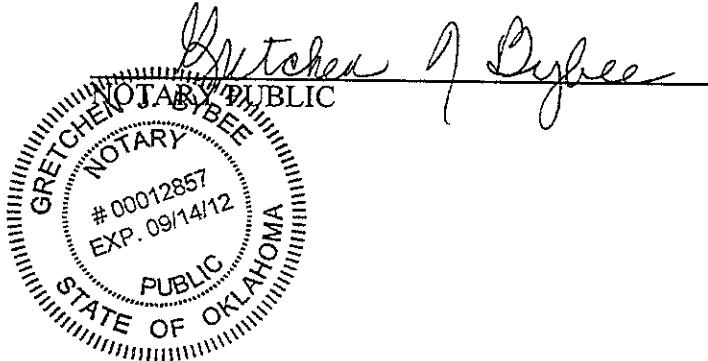
MORGAN CREEK DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By: Cheryl Fincher  
Cheryl Fincher, Manager

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA ) SS )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 2009, by Cheryl Fincher, Manager of Morgan Creek Development, LLC, an Oklahoma limited liability company. AA

MY COMMISSION EXPIRES:  
9-14-2018



Re: Comstock Financial  
8312 W. Reno Ste B  
OKC, OK 73127

Doc#:R 2012 10261  
Bk&Pg:RB 3880 151-157  
Filed:05-03-2012  
11:34:32 AM  
Canadian County, OK

DMW  
AMT

*(J)*

Supplemental Declaration and Fifth Amendment of  
Covenants, Conditions and Restrictions  
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS  
OF MORGAN CREEK SECTION 1)

A part of the East 1/2 of Section 13, T11N, R5W, I.M.  
Oklahoma City, Canadian County, Oklahoma



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MORGAN CREEK DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk at Book 3349 and Pages 829-853, and that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3435, Pages 640-646, and that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3493, Pages 330-332, and that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3534, Pages 883-884, that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3620, Pages 215-217 (hereinafter collectively "Declaration").

WHEREAS, Section 18.11 of the Declaration states that future sections of Morgan Creek, as defined in the Declaration, may be subject to the Declaration, at the sole discretion of the Declarant;

WHEREAS, Declarant is the owner of the land platted as Cedar Ridge at Morgan Creek, and further described in the attached Exhibit "A" recorded at the Office of the Canadian County Clerk at Book PL9 and Page 320-321 ("Cedar Ridge at Morgan Creek");

WHEREAS, Cedar Ridge at Morgan Creek is located within the property defined as Morgan Creek in the Declaration;

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

WHEREAS, Declarant desires to subject Cedar Ridge at Morgan Creek to the Declaration;

WHEREAS, Section 17.9 of the Declaration states that so long as Declarant owns any property within Morgan Creek, as defined in the Declaration, Declarant may amend the Declaration for any purpose;

WHEREAS, Declarant owns property within Cedar Ridge at Morgan Creek;

WHEREAS, pursuant to Section 4.3.1 of the Declaration, Declarant shall have the sole authority to amend the Design Guidelines at its sole discretion; and

NOW, THEREFORE, pursuant to Section 18.11 of the Declaration, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the Declaration upon the recording hereof, in accordance with and subject to the provisions of the Oklahoma Real Estate Development Act, and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land herein described and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any person thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

NOW, THEREFORE, pursuant to Section 18.9 of the Declaration, Declarant does hereby amend the Declaration as follows:

1. A new Section 1.20 shall be added to the Declaration as follows:

1.20 "CEDAR RIDGE AT MORGAN CREEK" means the real property platted as CEDAR RIDGE AT MORGAN CREEK and more particularly described on **Exhibit "A"** of that certain Supplemental Declaration and Fifth Amendment of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1.

2. The Declaration shall be amended to reflect that the "Design Guidelines" for purposes of all CEDAR RIDGE AT MORGAN CREEK property shall be the Design Guidelines reflected on **Exhibit "C-2"** attached hereto and incorporated by reference. The Design Guidelines for all other PROPERTY defined in the Declaration shall be the existing Design Guidelines.

[The remainder of page intentionally blank]

IN WITNESS WHEREOF, the undersigned have executed this Supplemental Declaration and Fifth Amendment of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers of Morgan Creek Section 1) the 2 day of May, 2012.

MORGAN CREEK DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By: Cheryl Fincher  
Cheryl Fincher, Manager

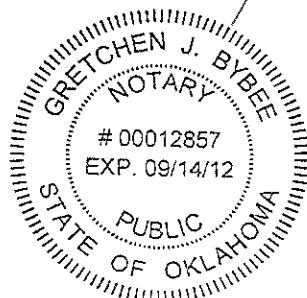
STATE OF OKLAHOMA )  
)  
COUNTY OF OKLAHOMA ) SS

The foregoing instrument was acknowledged before me this 2nd day of May, 2012, by Cheryl Fincher, Manager of Morgan Creek Development, LLC, an Oklahoma limited liability company.

Gretchen J. Bybee  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

9/14/2012



LEGAL DESCRIPTION

A part of the East Half of Section 13, T11N, R5W, I.M., Canadian County, Oklahoma and more particularly described as follows:

COMMENCING at the NE corner of the said Section 13, thence South 00°12'26" East along the East line thereof a distance of 2,985.42 feet to the POINT OF BEGINNING:

thence South 00°12'26" East, along the East line of the said Section 13 a distance of 1,289.08 feet; thence South 89°47'33" West, a distance of 50.00 feet; thence North 00°12'26" West, a distance of 50.00 feet; thence North 45°12'27" West, a distance of 35.36 feet; thence South 89°47'33" West, a distance of 85.00 feet; thence South 44°47'33" West, a distance of 35.36 feet; thence South 00°12'26" East, a distance of 5.00 feet; thence South 89°47'33" West, a distance of 50.00 feet; thence North 00°12'26" West, a distance of 4.64 feet; thence North 45°43'07" West, a distance of 35.04 feet; thence South 88°46'14" West, a distance of 921.93 feet; thence North 01°13'46" West, a distance of 50.00 feet; thence North 88°46'14" East, a distance of 17.68 feet; thence North 44°16'53" East, a distance of 35.67 feet; thence North 00°12'26" West, a distance of 841.83 feet; thence along a curve to the right having a radius of 525.00 feet a distance of 335.95 feet along said curve having a chord direction of North 18°07'28" East and a chord length of 330.25 feet; thence North 36°27'24" East a distance of 271.69 feet; thence along a curve to left having a radius of 225.00 feet a distance of 75.93 feet along said curve having a chord direction North 26°47'19" East and a chord length of 75.57 feet; thence South 88°46'14" West, a distance of 592.78 feet; thence North 01°13'46" West, a distance of 140.00 feet; thence South 88°46'14" West, a distance of 20.00 feet; thence North 01°13'46" West, a distance of 50.00 feet; thence North 88°46'14" East, a distance of 40.29 feet; thence North 01°13'46" West, a distance of 140.00 feet; thence North 88°46'14" East, a distance of 13.75 feet; thence North 01°13'46" West, a distance of 140.00 feet; thence South 88°46'14" West, a distance of 20.00 feet; thence North 01°13'46" West, a distance of 50.00 feet; thence North 88°46'14" East, a distance of 40.29 feet; thence North 01°13'46" West, a distance of 140.00 feet; thence North 88°46'14" East, a distance of 611.85 feet; thence North 04°39'31" East, a distance of 44.94 feet; thence along a curve to the left having a radius of 1,103.28 feet a distance of 70.98 feet along said curve having a chord direction of North 02°48'57" East and a chord length of 70.96 feet; thence North 45°39'18" West, a distance of 36.35 feet; thence South 87°43'02" West, a distance of 3.71 feet; thence North 02°16'58" West, a distance of 50.00 feet; thence North 87°43'02" East, a distance of 6.21 feet; thence North 43°51'17" East, a distance of 34.65 feet; thence along a curve to the right having a radius of 947.70 feet a distance of 102.70 feet along said curve having a chord direction of North 03°05'48" East and a chord length of 102.65 feet; thence North 06°12'04" East, a distance of 81.77 feet; thence South 83°47'56" East, a distance of 50.00 feet; thence South 06°12'04" West, a distance of 81.77 feet; thence along a curve to the left having a radius of 897.70 feet a distance of 132.99 feet along said curve having a chord direction South 01°57'25" West and a chord length of 132.87 feet; thence along a curve to the right having a radius of 1153.28 feet a distance of 139.81 feet along said curve having a chord direction of South 01°11'09" West and a chord length of 139.72 feet; thence South 04°39'31" West, a distance of 650.43 feet; thence along a curve to the right having a radius of 275.00 feet a distance of 152.62 feet along said curve having a chord direction of South 20°33'28" West and a chord length of 150.67 feet; thence South 36°27'24" West, a distance of 28.76 feet; thence South 53°32'36" East, a distance of 118.53 feet; thence South 42°43'03" East, a distance of 140.67 feet; thence North 88°56'59" East, a distance of 660.91 feet to the POINT OF BEGINNING.

Containing 1,887,804.51 square feet or 43.3380 acres, more or less.

less and except

A part of the East Half of Section 13, T11N, R5W, I.M., Canadian County, Oklahoma and more particularly described as follows:

COMMENCING at the NE corner of the said Section 13, thence South 00°12'26" East along the East line thereof a distance of 2,985.42 feet, thence South 88°56'59" West a distance of 590.90 feet to the POINT OF BEGINNING:

thence South 00°12'26" East, a distance of 172.11 feet; thence North 89°47'34" East, a distance of 40.83 feet; thence South 45°12'26" East, a distance of 35.36 feet; thence South 00°12'26" East, a distance of 55.81 feet; thence South 89°47'34" West, a distance of 125.00 feet; thence South 00°12'26" East, a distance of 910.23 feet; thence South 88°46'14" West, a distance of 105.02 feet; thence North 45°43'07" West, a distance of 35.04 feet; thence North 00°12'26" West, a distance of 4.55 feet; thence South 89°47'33" West, a distance of 50.00 feet; thence South 00°12'26" East, a distance of 5.44 feet; thence South 44°16'53" West, a distance of 35.67 feet; thence South 88°46'14" West, a distance of 105.02 feet; thence North 00°12'26" West, a distance of 932.32 feet; thence North 14°48'12" East, a distance of 104.90 feet; thence North 36°27'24" East, a distance of 296.33 feet; thence South 42°43'03" East, a distance of 140.67 feet; thence North 88°56'59" East, a distance of 70.01 feet to the POINT OF BEGINNING.

Containing 376,162.31 square feet or 8.6355 acres, more or less.

NET ACREAGE 34.7025 acres, more or less

**EXHIBIT "C-2"**  
**DESIGN GUIDELINES**

This Design Guidelines supplements the Covenants, Conditions, Restrictions, and Notice, Disclosure & Disclaimer to Future Buyers of MORGAN CREEK SECTION 1 ("Declaration") related to the CEDAR RIDGE AT MORGAN CREEK property located within MORGAN CREEK SECTION 1. The words and phrases herein contained shall have the meanings ascribed thereto in the Declaration unless expressly provided otherwise herein or unless the context or use indicates another or different meaning or intent. In addition to the terms and conditions contained in the Declaration, the following design guidelines, which shall be amended and restated at any time in accordance with the Declaration, are as follows:

1. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two (2) stories in height and a private garage for not less than two (2) and not more than four (4) automobiles and other outbuildings incidental to residential use of the plat. Any incidental outbuildings shall be brick veneer with the same brick as the main building, at the option of the Architectural Committee, and shall be approved as to design and locations by the Architectural Committee.
2. No building shall be erected or altered in this subdivision until the building plans, specifications, including roofing and plot plan showing the location of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and in conformity with the Architectural Committee's design philosophy and as to location of the building in respect to topography and finished grade elevation by a Architectural Committee, composed of Cheryl Fincher, Sherry Hamilton and James A. Fincher or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any members of said committee, the remaining member or members shall have full authority to designate a successor. In the event said committee or its designated representative fails to approve or disapprove within one hundred eighty (180) days after said plans and specifications have been submitted to it or in any event if no suit to enjoin the constructions has been commenced prior to the completion of construction of said plains, approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

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

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

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

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

6. All fencing materials and fencing locations shall be approved by the Architectural Committee. No fencing shall be allowed in the front of the home. No fencing shall be allowed between the front of the home and the curb. No fencing will be allowed between the building lines (front or side) as shown on the plat of the CEDAR RIDGE AT MORGAN CREEK and the curb.

7. The Architectural Committee shall determine, in its sole and absolute discretion, the size of the ground floor living area of any single story home, and total living area up and down for any two story home, based upon its determination of what is suitable for the neighborhood. No roofing material, valley or ridge shall be used on any structure located on any lot in CEDAR RIDGE AT MORGAN CREEK without the approval of the Architectural Committee.

8. Set backs from front and side building lines as shown on the plat are absolute minimum and the Architectural Committee shall require further set backs as they, in their sole discretion, determine as appropriate for the architectural and aesthetic harmony of the addition.

9. No skateboard ramps shall be allowed on any lot in CEDAR RIDGE AT MORGAN CREEK.

10. No outside antennas shall extend beyond five feet of the roof line.

11. No electric windmills shall be allowed on any lot in CEDAR RIDGE AT MORGAN CREEK.

12. No existing structure of any type may be moved onto any lot in the CEDAR RIDGE AT MORGAN CREEK.

13. The Design Guidelines in this Exhibit "C-2" do not apply to the Declarant.

14. Garage entrances shall be to the side or the rear of the home if required by the Reviewer.

15. The current mailing address of the Architectural Committee is 8312 W. Reno, Suite B, Oklahoma City, Oklahoma 73127, Attention: Cheryl Fincher.

16. The minimum roof pitch on single-story homes shall be 10/12 if required by the Reviewer.

17. The minimum roof pitch on two-story homes shall be 9/12 if required by the Reviewer.

18. As long as Declarant or its successors and assigns own land within the East 1/2 of Section 13, T11N, R5W, I.M., Oklahoma City, Canadian County, Oklahoma, Declarant shall have sole authority to amend these Design Guidelines from time to time in its discretion. Thereafter, the Architectural Committee shall have authority to amend the Design Guidelines, with the Board's consent.

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Please return to:  
Morgan Creek Development, LLC  
8312 W. Reno, Ste. B  
Oklahoma City, OK 73127

Doc#:R 2012 26973  
Bk&Pg:RB 3953 79-81  
Filed:11-20-2012  
12:00:32 PM  
Canadian County, OK

DKC  
AMT

**Sixth Amendment to the Declaration of  
Covenants, Conditions and Restrictions  
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS)  
OF MORGAN CREEK SECTION 1**

A part of the East 1/2 of Section 13, T11N, R5W, I.M.  
Oklahoma City, Canadian County, Oklahoma



KNOW ALL MEN BY THESE PRESENTS:

(37)

WHEREAS, MORGAN CREEK DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1, that certain First Amendment to Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk at Book 3435, Pages 640-646, that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 (hereinafter collectively "Declaration") at the Office of the Canadian County Clerk at Book 3493, Pages 330-332, that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 (hereinafter collectively "Declaration") at the Office of the Canadian County Clerk at Book 3534, Pages 883-884, that certain Supplemental and Fifth Amendment to Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 (hereinafter collectively "Declaration") at the Office of the Canadian County Clerk at Book 3620, Pages 215-217, and that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 (hereinafter collectively "Declaration") at the Office of the Canadian County Clerk at Book 3880, Pages 151-157.

WHEREAS, Section 11 of the Declaration states that so long as Declarant owns any property within Morgan Creek, as defined in the Declaration, Declarant may amend the Declaration for any purpose;

WHEREAS, Declarant owns property within Morgan Creek;

NOW, THEREFORE, pursuant to Section 11 of the Declaration, Declarant does hereby amend the Declaration as follows:

1. Notwithstanding anything contained in the Declaration to the contrary, each Owner every Lot and the Common Area shall be burdened with a five foot (5') drainage easement along all property lines for the benefit of Declarant, its successors, assigns and designees. The easement above shall be for storm drainage and drainage facilities and for unrestricted ingress and egress for the purpose of installing, repairing, testing, maintaining, and replacing drainage facilities, including without limitation, french drains, retaining walls, drainage flumes, and drainage swales. The easement shall be a non-exclusive easement. Declarant reserves the right to relocate, remove and/or replace any fences located within the easement. Owner shall be responsible for the maintenance of all drainage facilities located within the easement. All Owners are subject to this drainage easement and are given notice that (a) their ability to use their privately owned property is limited thereby, and

(b) their use, enjoyment and marketability of their property can be affected by this provision. By acceptance of a deed, each owner acknowledges and agrees to this easement.

[The remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Sixth Amendment of Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 the 8 day of November, 2012.

MORGAN CREEK DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By: George Fricker  
Name:  
Title: Manager

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA )  
 ) SS

The foregoing instrument was acknowledged before me this 8th day of November, 2012, by Cheryl Fischer, Manager of Morgan Creek Development, LLC, an Oklahoma limited liability company.

ger of Morgan Creek Development, LLC  
Matthew J. Befree  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
9-14-16



Re: Morgan Creek Development  
8312 W. Reno, Ste B  
OKC, OK 73127

Doc#:R 2014 15093  
Bk&Pg:RB 4162 713-716  
Filed:07-16-2014  
11:00:53 AM  
Canadian County, OK

KLJ  
CS

(4) I

Supplemental Declaration of  
Covenants, Conditions and Restrictions  
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS  
OF MORGAN CREEK SECTION 1)

A part of the East 1/2 of Section 13, T11N, R5W, I.M.  
Oklahoma City, Canadian County, Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MORGAN CREEK DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk at Book 3349 and Pages 829-853, and that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3435, Pages 640-646, and that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3493, Pages 330-332, and that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3534, Pages 883-884, that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3620, Pages 215-217, that certain Supplemental Declaration and Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book ~~36880~~, Pages 151 - 157 and that certain Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book ~~36880~~, Pages 79 - 81 (hereinafter collectively "Declaration").

WHEREAS, Section 18.11 of the Declaration states that future sections of Morgan Creek, as defined in the Declaration, may be subject to the Declaration, at the sole discretion of the Declarant;

WHEREAS, Declarant is the owner of the land platted as Cedar Ridge at Morgan Creek Section 2, and further described in the attached Exhibit "A" recorded at the Office of the Canadian County Clerk at Book PL 9 and Page 395 - 396 ("Cedar Ridge at Morgan Creek Section 2");

WHEREAS, Cedar Ridge at Morgan Creek Section 2 is located within the property defined as Morgan Creek in the Declaration;

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

WHEREAS, Declarant desires to subject Cedar Ridge at Morgan Creek Section 2 to the Declaration;

NOW, THEREFORE, pursuant to Section 18.11 of the Declaration, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the Declaration upon the recording hereof, in accordance with and subject to the provisions of the Oklahoma Real Estate Development Act, and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land herein described and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any person thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

[The remainder of page intentionally blank]

IN WITNESS WHEREOF, the undersigned have executed this Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers of Morgan Creek Section 1) the 15<sup>th</sup> day of July, 2014.

MORGAN CREEK DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By: Cheryl Fincher  
Cheryl Fincher, Manager

STATE OF OKLAHOMA )  
) SS  
COUNTY OF OKLAHOMA )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of July, 2014, by Cheryl Fincher, Manager of Morgan Creek Development, LLC, an Oklahoma limited liability company.

Gretchen J. Babb  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
9-14-16



NORTH PARCEL

LEGAL DESCRIPTION

A tract of land located in the East Half of Section 13, T 11 N, R 5 W, Indian Meridian, Canadian County, Oklahoma, being more particularly described as follows:

COMMENCING at the NE corner of the said Section 13; thence South 00°12'26" East along the East line thereof a distance of 2,042.02 feet; thence North 90°00'00" West a distance of 777.99 feet to the POINT OF BEGINNING, said point being the NE corner of Block 1, CEDAR RIDGE AT MORGAN CREEK, according to the recorded plat thereof:

thence South 88°46'14" West, along the North line of the said CEDAR RIDGE AT MORGAN CREEK, a distance of 621.85 feet; thence North 01°13'46" West, a distance of 140.00 feet; thence South 88°46'14" West, a distance of 139.98 feet; thence North 01°13'46" West, a distance of 190.00 feet; thence North 88°46'14" East, a distance of 63.50 feet; thence North 01°13'46" West, a distance of 330.00 feet; thence South 88°46'14" West, a distance of 56.31 feet; thence North 01°13'46" West, a distance of 330.00 feet; thence North 88°46'14" East, a distance of 54.43 feet; thence North 01°13'46" West, a distance of 330.00 feet; thence North 88°46'14" East, a distance of 150.27 feet; thence South 08°02'52" East, a distance of 116.18 feet; thence along a curve to the right having a radius of 50.00 feet a distance of 43.07 feet along said curve having a chord direction of South 73°22'13" East and a chord length of 41.75 feet; thence along a curve to the left having a radius of 45.00 feet a distance of 33.41 feet along said curve having a chord direction of South 69°57'40" East and a chord length of 32.65 feet; thence North 88°46'14" East, a distance of 114.88 feet; thence along a curve to the left having a radius of 1,575.00 feet a distance of 139.08 feet along said curve having a chord direction of North 86°14'27" East and a chord length of 139.03 feet; thence North 83°42'40" East, a distance of 205.11 feet; thence South 06°17'20" East, a distance of 50.00 feet; thence North 83°42'40" East, a distance of 20.10 feet; thence South 51°17'20" East, a distance of 35.36 feet; thence South 06°17'20" East, a distance of 259.60 feet; thence South 41°14'27" West, a distance of 33.76 feet; thence South 88°46'14" West, a distance of 18.62 feet; thence South 01°13'46" East, a distance of 50.00 feet; thence North 88°46'14" East, a distance of 20.86 feet; thence South 45°56'39" East, a distance of 35.53 feet; thence along a curve to the right having a radius of 914.75 feet a distance of 109.52 feet along said curve having a chord direction of South 02°46'16" West and a chord length of 109.46 feet; thence South 06°12'04" West, a distance of 148.43 feet; thence South 51°12'04" West, a distance of 35.36 feet; thence North 83°47'56" West, a distance of 20.00 feet; thence South 06°12'04" West, a distance of 50.00 feet; thence South 83°47'56" East, a distance of 20.00 feet; thence South 38°47'56" East, a distance of 35.36 feet; thence South 06°12'04" West, a distance of 101.77 feet; thence along a curve to the left having a radius 947.70 feet a distance of 102.70 feet along said curve having a chord direction of South 03°05'48" West and a chord length of 102.65 feet; thence South 43°51'17" West, a distance of 34.65 feet; thence South 87°43'02" West, a distance of 6.21 feet; thence South 02°16'58" East, a distance of 50.00 feet; thence North 87°43'02" East, a distance of 3.71 feet; thence South 45°39'18" East, a distance of 36.35 feet; thence along a curve to the right having a radius of 1,103.28 feet a distance of 70.98 feet along said curve having a chord direction of South 02°48'57" West and a chord length of 70.96 feet; thence South 04°39'31" West, a distance of 44.94 feet to the POINT OF BEGINNING.

Containing 909,359.30 square feet or 20.8760 acres, more or less.

AND

SOUTH PARCEL

LEGAL DESCRIPTION

A tract of land located in the East Half of Section 13, T 11 N, R 5 W, Indian Meridian, Canadian County, Oklahoma, being more particularly described as follows:

COMMENCING at the NE corner of the said Section 13; thence South 00°12'26" East along the East line thereof a distance of 4,159.61 feet; thence North 90°00'00" West a distance of 649.99 feet to the POINT OF BEGINNING, said point being the SW corner of Block 5, CEDAR RIDGE AT MORGAN CREEK, according to the recorded plat thereof:

thence South 88°46'14" West, a distance of 105.02 feet; thence North 45°43'07" West, a distance of 35.04 feet; thence North 00°12'26" West, a distance of 4.55 feet; thence South 89°47'33" West, a distance of 50.00 feet; thence South 00°12'26" East, a distance of 5.44 feet; thence South 44°16'53" West, a distance of 35.67 feet; thence South 88°46'14" West, a distance of 105.02 feet to the SE corner of Block 4, of said CEDAR RIDGE AT MORGAN CREEK;

thence Northerly along the East line of said Block 4, for the following three courses:

1. thence North 00°12'26" West, a distance of 932.32 feet;
2. thence North 14°48'12" East, a distance of 104.90 feet;
3. thence North 36°27'24" East, a distance of 151.02 feet;

thence South 30°45'33" East, a distance of 32.02 feet; thence North 67°22'53" East, a distance of 103.36 feet; thence North 88°56'59" East, a distance of 140.02 feet;

thence Southerly along the West line of Blocks 7 & 5 of the said CEDAR RIDGE AT MORGAN CREEK for the following six courses:

1. thence South 00°12'26" East, a distance of 172.11 feet;
2. thence North 89°47'34" East, a distance of 40.83 feet;
3. thence South 45°12'26" East, a distance of 35.36 feet;
4. thence South 00°12'26" East, a distance of 55.81 feet;
5. thence South 89°47'34" West, a distance of 125.00 feet;
6. thence South 00°12'26" East, a distance of 910.23 feet to the POINT OF BEGINNING.

Containing 364,863.15 square feet or 8.3761 acres, more or less.

TOTAL AREA 29.2521 acres, more or less

RECODER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc.

Re: Morgan Creek Development  
8312 W. Reno, Ste B  
OKC, OK 73127

Doc#:R 2015 6462  
Bk&Pg:RB 4252 359-361  
Filed:03-25-2015 11:25:25 AM  
Canadian County, OK  
KLJ CS

(3) I

Seventh Amendment to Declaration of  
Covenants, Conditions and Restrictions  
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS  
OF MORGAN CREEK SECTION 1)

A part of the East 1/2 of Section 13, T11N, R5W, I.M.  
Oklahoma City, Canadian County, Oklahoma



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MORGAN CREEK DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk at Book 3349 and Pages 829-853, and that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3435, Pages 640-646, and that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3493, Pages 330-332, and that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3534, Pages 883-884, that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3620, Pages 215-217, that certain Supplemental Declaration and Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3880, Pages 151-157 and that certain Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3983, Pages 79-81 and that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 4162, Pages 713-716 (hereinafter collectively "Declaration").

WHEREAS, Section 11 of the Declaration states that so long as Declarant owns any property within Morgan Creek, as defined in the Declaration, Declarant may amend the Declaration for any purpose;

NOW THEREFORE, pursuant to Section 11 of the Declaration, Declarant does hereby amend and restate Section 4.2 of the Declaration as follows:

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

Prior to the sale of Declarant’s final Lot within Morgan Creek, the Architectural Committee may assign a portion of its architectural review rights, to the Board. The assignment may be limited in scope, time and function at the sole discretion of Architectural Committee. The Architectural Committee’s assignment of any or all of the rights under this Section 4.2 shall occur by written notice from the Architectural Committee to the Board including the terms, conditions and scope of the assignment of architectural review rights. The Architectural Committee may terminate any assignment of such rights at any time by written notice to the Board.

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

[The remainder of page intentionally blank]

IN WITNESS WHEREOF, the undersigned have executed this Seventh Amendment to Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers of Morgan Creek Section 1) the 19 day of March, 2015.

MORGAN CREEK DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By: Cheryl Fincher  
Cheryl Fincher, Manager

STATE OF OKLAHOMA )  
) SS  
COUNTY OF OKLAHOMA )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of March, 2015, by Cheryl Fincher, Manager of Morgan Creek Development, LLC, an Oklahoma limited liability company.

Gretchen J. Bybee  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

9-14-16



When recorded mail to:  
MORGAN CREEK DEVELOPMENT, L.L.C.  
8312 W. RENO, SUITE B  
OKLAHOMA CITY, OK 73127

Doc#:R 2016 20575  
Bk&Pg:RB 4457 145-148  
Filed:08-22-2016  
11:35:55 AM  
Canadian County, OK

KLJ  
CS

(4)  
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**Eighth Amendment to Declaration of  
Covenants, Conditions and Restrictions  
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS  
OF MORGAN CREEK SECTION 1)**

A part of the East 1/2 of Section 13, T11N, R5W, I.M.  
Oklahoma City, Canadian County, Oklahoma



**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, MORGAN CREEK DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk at Book 3349 and Pages 829-853, and that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3435, Pages 640-646, and that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3493, Pages 330-332, and that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3534, Pages 883-884, that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3620, Pages 215-217, that certain Supplemental Declaration and Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3880, Pages 151-157, that certain Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3953, Pages 79-81, that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 4162, Pages 713-716 and that certain Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 4252, Pages 359-361 (hereinafter collectively "Declaration").

NOW THEREFORE, pursuant to Section 11 of the Declaration, Declarant does hereby amend the Declaration as follows:

Section 13 shall be amended and restated as follows:

**“13 Owner’s Personal Obligations for Payment of Assessments.**

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

**13.2 Unsold Lot Assessments.** Notwithstanding anything contained herein to the contrary, no Assessments may be declared against any Lot owned by Declarant, or a home builder (provided a home owned by a home builder is not occupied), and no Assessments shall be paid on any Lot until a home is first occupied.

**13.3 Reserves and Working Capital.** The Association may, but shall not be required, to establish and maintain a reserve fund (“Capital Improvement Fund”), which shall consist of a portion of the Association dues, for the periodic capital improvements to the Common Areas which the Association may be obligated to maintain as further set forth in the Certificate of Incorporation and Bylaws. The funds retained in any Capital Improvement Fund may only be used by the Association upon unanimous consent of the Board, majority vote of the Owners, and consent of the Declarant so long as Declarant owns any portion of Morgan Creek.

**13.4 Special Assessments.** In addition to other authorized Assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of the amount budgeted, including any cost and expense related to Indemnification of the Declarant under the Declaration. Any such Special Assessment may be levied against the entire membership. Except as otherwise specifically provided in this Declaration, any Special Assessments shall require the affirmative vote or written consent of Members representing two-thirds of the votes allocated to Lots which will be subject to such Special Assessments, and the affirmative vote or written consent of the Declarant so long as Declarant owns any portion of Morgan Creek. Special Assessments shall be payable in such manner at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

**13.5 Specific Assessments.** The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

- (1) to cover the costs, including overhead and administrative costs, of providing services to a Lot upon request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(2) for monetary penalties adopted by the Board of violations of the Governing Documents, including fines for violations of the Rules, to cover costs incurred in bringing a Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests, including any claims, expenses, and damages relative to and indemnification claims, damages, and expenses under the Declaration; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, before levying any Specific Assessment under this subsection (2).

A new Section 20 shall be added to the Declaration as follows:

“20. Assessment Lien; Priority; Notice of Lien; Recording; Enforcement; Receiver; Mortgagee May Pay Assessment. All sums assessed but unpaid for the share of Common Expenses chargeable to any Lot, including any fees, late charges, fines or interest, shall constitute a lien on such Lot prior to all other liens except the following: (1) assessments, liens and charges for taxes past due and unpaid on the Lot, (2) judgments entered in a Court of record prior to the date of Common Expense assessment, (3) mortgage instruments of encumbrance duly recorded prior to the date of such assessment, (4) mechanic’s and materialmen’s liens arising from labor performed or material furnished upon a Lot prior to the date of such assessment, and (5) mechanic’s and materialmen’s liens for labor performed or material furnished upon the Common Areas to the extent of the proportionate part chargeable to the Lot Owners which constitute a part of an assessable charge for Common Expenses, satisfaction of which shall discharge the assessment to the extent of the payment made. To evidence such lien, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by one of the Board of Directors or by one of the officers of the Association and shall be recorded in the office of the County Clerk of Oklahoma County, Oklahoma. Such lien for the Common Expenses shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosure of the defaulting Owner’s Lot subsequent to the recording of a notice or claim thereof by the Association in like manner as a mortgage on real property. In any such proceedings, the Owner shall be required to pay the costs, expenses and attorney’s fees incurred for filing the lien and, in the event of foreclosure proceedings, the additional costs, expenses and attorney’s fees incurred. The Owner of the Lot being foreclosed shall be required to pay to the Association the yearly assessment for the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase the Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid Common Expenses payable with respect to such Lot, and such payment shall not be deemed a waiver by the Association of default by the Lot Owner.”

IN WITNESS WHEREOF, the undersigned have executed this Eighth Amendment to Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers of Morgan Creek Section 1) the 19 day of Aug, 2016.

MORGAN CREEK DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By: Cheryl J. Fincher  
Cheryl Fincher, Manager

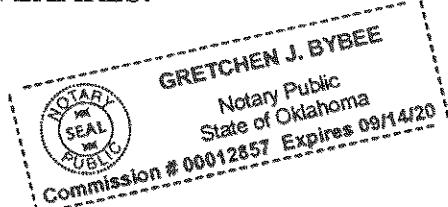
STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF OKLAHOMA )

The foregoing instrument was acknowledged before me this 19th day of Aug, 2016, by Cheryl Fincher, Manager of Morgan Creek Development, LLC, an Oklahoma limited liability company.

Gretchen J. Bybee  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

9-14-20



# Morgan Creek/Cedar Ridge at Morgan Creek

## Morgan Creek Home Owners Association Inc.

Neighborhood Services Corp.

1322 Fretz Drive

Edmond, OK, 73003

Contact us at [GinaG@neighborhoodsplus.com](mailto:GinaG@neighborhoodsplus.com)

DATE: April 3, 2017

MEMORANDUM TO: Morgan Creek/Cedar Ridge at Morgan Creek Homeowners  
FROM: Morgan Creek Homeowners Association Board of Directors  
SUBJECT: Covenant Violations

Each homeowner holding deed to a property or properties in Morgan Creek and all sections of Cedar Ridge at Morgan Creek filed as Morgan Creek Homeowners Association is required to abide by the Covenants, Conditions, and Restrictions (CCRs) as filed with the Canadian County Clerk. Covenants, Conditions, and Restrictions are covered in Oklahoma Statute, Title 60.

The purpose of this letter is to provide Morgan Creek/Cedar Ridge at Morgan Creek members the Board's intent to implement its plan to address the increasing number of covenant violations occurring in Morgan Creek/Cedar Ridge at Morgan Creek, specifically in reference to boats/watercraft, trailers, trash containers, basketball goals, leasing and yards. This letter is not intended to address all restricted or prohibited activities within Morgan Creek/Cedar Ridge at Morgan Creek. Please review the CCR's for all restricted/prohibited activities and conditions.

### **BOATS/TRAILERS/RECREATIONAL VEHICLES**

Boats/Watercraft/Trailers/Recreational Vehicles are **NOT ALLOWED** to be stored between the building line and front property line. They may be stored at the rear or side of the residence (side storage is not allowed on corner lots) providing they are behind a fence or in the garage. See the Design Guidelines of the covenants for more information. Temporary parking in the driveway is acceptable when prepping for use or upon return. Homeowners shall notify the HOA if extended parking time is required. The HOA Board is the approval authority for extended parking requests. Parking in excess of 48 hours without Board approval will be deemed a violation.

## TRASH CONTAINERS

Trash containers **SHALL NOT** be located on the front portion of any lot. Trash containers **WILL** as a minimum, be stored to the side or rear of the structure when not placed out for pick up. This is in line with Oklahoma City Municipal Code 49-45. Trash containers stored to the side of the structure **SHALL BE** neatly placed and **SHALL NOT** have items protruding from the top and the lid shall be completely closed until placed at curb for pick up. Trash containers **SHALL NOT** be placed out before 7:00 PM, or sunset, whichever is sooner, the day before pickup and **SHALL** be stored properly no later than 8:00 PM the day after pickup in accordance with Oklahoma City Municipal Code 49-45. Storage guidance is Board amended from Exhibit B, Para 2, item v, of the CCR's.

## LOT MAINTENANCE

Yards **SHALL** be maintained in a presentable condition at all times. All open areas on lots **MUST** present a mowed/maintained appearance. This will ensure a pleasant setting as well as deter the growth of weeds and rodent/reptile infestations. Large bare areas **MUST BE** reseeded/re-sodded and weeds **MUST NOT** be allowed to overtake established lawns. Grass/weeds **SHALL NOT** be allowed to encroach over driveway or sidewalk areas or be allowed to grow in such. Visible flower/plant beds **MUST** also be maintained and weed free. See CCR's Article 7 and the second amendment to the CCR's item 3 for more information.

## BASKETBALL GOALS

Basketball goals, both fixed and portable **MUST BE** maintained in good repair in accordance with Morgan Creek Covenants, Conditions and Restrictions, Exhibit B, Initial Use and Restriction Rules, Para 2, Item y. **No backboard SHALL BE** affixed to the home. Portable basketball goals **SHALL NOT** be placed in any street or on any sidewalk within Morgan Creek and Cedar Ridge at Morgan Creek. Portable basketball goals **SHALL NOT** be weighted down with sand bags, concrete blocks, bricks or any other unsightly material as determined by the Board. Portable basketball goals **MUST** remain in an upright position at all times when placed on the outside of a lot.

## STREET PARKING

Street parking is restricted in Morgan Creek/Cedar Ridge at Morgan Creek. All vehicles must be parked in the garage or driveway and not in any street or thoroughfare within Morgan Creek/Cedar Ridge at Morgan Creek. Doing so negatively affects traffic flow within the neighborhood as well as creates potential safety hazards. The Board's goal is to address the routine street parking of homeowners and not necessarily those occasions where street parking may occur as a result of family gatherings and such. The Board will also rely on the input of homeowners to help us identify problem street parking. At no time will vehicles be parked in such a way that prevents the normal delivery of mail to a residence.

## RENTING/LEASING

Those renting/leasing properties within Morgan Creek and Cedar Ridge at Morgan Creek are subject to the same rules and regulations set forth in our covenants, restrictions and promulgated rules. Homeowners that rent/lease their properties either personally or through a property management company **ARE REQUIRED** by our governing documents to notify the Board of any rent/lease agreement within 10 days of execution of said rent/lease agreement. Homeowners **ARE REQUIRED** to provide tenants with copies of all covenants, conditions and restrictions (CCRs) as well as provide verification to the Board that this requirement has been met.

## NOTICE

**The Board makes notice to all members of Morgan Creek Homeowners Association that homeowners receiving three (3) violation notices for the same violation within a twelve (12) month time frame will be assessed a \$100.00 fine. Failure to pay assessments will result in a lien being placed upon the property and possible collection actions. The Board also makes notice that the scheduled implementation date of the above mentioned actions is May 15<sup>th</sup>, 2017.**

**The Board also makes notice to all members that there will be a meeting to discuss the above mentioned actions to be held on April 13<sup>th</sup>, 2017 at 6:00 PM at the neighborhood park pavilion. The purpose of this meeting is to give members an opportunity to be heard in regards to the above mentioned actions as required by paragraph 3.2.1 of the Morgan Creek/Cedar Ridge at Morgan Creek Covenants, Conditions and Restrictions (CCRs).**

Bylaws, covenants, conditions and restrictions and any Board promulgated rules can be found online at [www.neighborhoodsplus.com](http://www.neighborhoodsplus.com). Link to Yukon/Mustang and then the Morgan Creek link or [http://www.neighborhoodsplus.com/nsc/sub\\_category\\_list.asp?category=117&title=Morgan+Creek](http://www.neighborhoodsplus.com/nsc/sub_category_list.asp?category=117&title=Morgan+Creek). This letter is not intended to addresses all homeowner responsibilities or CCR requirements. Each homeowner/resident is highly encouraged to review them at the website listed above.

In all cases where the violation also violates city code, the Board may at its discretion file a complaint with the city as well. City complaints will not negate the validity and remedies of compliance authorized through the bylaws and covenants. Members are reminded that in cases where the covenant, condition and restriction is more restrictive than city code, the covenant, condition and restriction prevails.

Questions or concerns can be addressed to [GinaG@neighborhoodsplus.com](mailto:GinaG@neighborhoodsplus.com). Please include the name Morgan Creek in the email so your email is routed properly.

Thank you on behalf of the Board in advance for your help and support.

Sincerely,  
Casey Fortner  
President  
Morgan Creek Homeowners Association

Return to: Morgan Creek Development  
8312 W. Reno, Ste B  
OKC, OK 73127



Doc#:R 2018 18181  
Bk&Pg:RB 4762 138-140  
Filed:06-28-2018  
02:35:14 PM  
Canadian County, OK

TMH  
CS

Ninth Amendment to Declaration of  
Covenants, Conditions and Restrictions (3) 1  
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS  
OF MORGAN CREEK SECTION 1)

A part of the East 1/2 of Section 13, T11N, R5W, I.M.  
Oklahoma City, Canadian County, Oklahoma

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, MORGAN CREEK DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk at Book 3349 and Pages 829-853, and that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3435, Pages 640-646, and that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3493, Pages 330-332, and that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3534, Pages 883-884, that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3620, Pages 215-217, that certain Supplemental Declaration and Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3880, Pages 151-157, that certain Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3983, Pages 79-81, that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 4162, Pages 713-716, that certain Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB4252, Pages 359-361 and that certain Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB4457, Pages 145-148 (hereinafter collectively "Declaration")

WHEREAS, Section 11 of the Declaration states that so long as Declarant owns any property within Morgan Creek, as defined in the Declaration, Declarant may amend the Declaration for any purpose;

NOW THEREFORE, pursuant to Section 11 of the Declaration, Declarant does hereby amend the Declaration as follows:

Section 19.2 shall be amended and restated as follows:

“19.2 Dedication of Common Area by Declarant. Transfer of land to the ASSOCIATION by the Declarant shall be at such time and under such conditions as determined in the sole discretion of the Declarant. The ASSOCIATION agrees that deed of the Common Areas by Declarant shall be on an as-is, where-is basis. The Declarant shall also deed the Common Areas subject to certain permanent easements in the Common Areas for the benefit of Declarant. Common Areas and improvements, if any, will not be deeded to the ASSOCIATION until the Declarant feels there are an adequate number of owners to support the common areas. Common areas shall not be open to Members until such time as the Declarant determines. Declarant makes no promises or guarantees of any kind as to improvements on the Common Areas and will make only such improvements as determined by the Declarant. Declarant will not install a pool or any similar structure on the Common Areas at any time. Much of the Common Areas may be left completely natural by the Declarant.”

IN WITNESS WHEREOF, the undersigned have executed this Ninth Amendment to Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers of Morgan Creek Section 1) the 20<sup>th</sup> day of June, 2018.

MORGAN CREEK DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By: Cheryl Fincher  
Cheryl Fincher, Manager

STATE OF OKLAHOMA )  
) SS  
COUNTY OF OKLAHOMA )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2018, by Cheryl Fincher, Manager of Morgan Creek Development, LLC, an Oklahoma limited liability company.

Megan Heffron  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

4/10/21



return to: Morgan Creek Dev. LLC  
8312 W. Reno, STE B  
OKC, OK 73129



Doc#:R 2019 4363  
Bk&Pg:RB 4859 790-793  
Filed:02-25-2019  
03:40:38 PM  
Canadian County, OK

KLJ  
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Supplemental Declaration of  
Covenants, Conditions and Restrictions  
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS  
OF MORGAN CREEK SECTION 1)

A part of the East 1/2 of Section 13, T11N, R5W, I.M.  
Oklahoma City, Canadian County, Oklahoma

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, MORGAN CREEK DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk at Book 3349 and Pages 829-853, and that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3435, Pages 640-646, and that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3493, Pages 330-332, and that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3534, Pages 883-884, that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3620, Pages 215-217, that certain Supplemental Declaration and Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3880, Pages 151-157, that certain Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3983, Pages 79-81, that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 4162, Pages 713-716, that certain Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB4252, Pages 359-361, that certain Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB4457, Pages 145-148, and that certain Ninth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB 4762, Pages 138-140 (hereinafter collectively "Declaration")

WHEREAS, Section 18.11 of the Declaration states that although the Declaration includes initially only the real property described as Morgan Creek Section 1, it is the intention of the Declarant to develop additional areas in Morgan Creek which additional areas will be complementary in concept to this Declaration, and which additional areas will provide additional owners as Members of the Association;

WHEREAS, Morgan Creek Development, LLC ("Declarant") is the owner of the land platted as Cedar Ridge at Morgan Creek Section 3, and further described in the attached Exhibit "A" recorded at the Office of the Canadian County Clerk at Book PL 9 and Pages 688-690 ("Cedar Ridge at Morgan Creek Section 3").

WHEREAS, Cedar Ridge at Morgan Creek Section 3 is located within the property defined as Morgan Creek in the Declaration;

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

WHEREAS, Declarant desires to subject Cedar Ridge at Morgan Creek Section 3 to the Declaration;

NOW, THEREFORE, pursuant to Section 18.11 of the Declaration, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the Declaration upon the recording hereof, in accordance with and subject to the provisions of the Oklahoma Real Estate Development Act, and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land herein described and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any person thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers of Morgan Creek Section 1) the 21<sup>ST</sup> day of FEBRUARY, 2019.

MORGAN CREEK DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By:   
Cheryl Fincher, Manager

STATE OF OKLAHOMA )  
                          )  
                          ) SS  
COUNTY OF OKLAHOMA )

The foregoing instrument was acknowledged before me this 21<sup>ST</sup> day of FEBRUARY, 2019, by Cheryl Fincher, Manager of Morgan Creek Development, LLC, an Oklahoma limited liability company.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

4/10/21



## EXHIBIT A

112.18 feet along the arc of said curve having a radius of 825.00 feet, subtended by a chord of 112.10 feet which bears S02°39'25"W to a point of compound curvature; thence  
64.59 feet along the arc of said curve having a radius of 475.00 feet, subtended by a chord of 64.54 feet which bears S02°39'25"W; thence  
S46°14'21"E a distance of 35.35 feet; thence  
S01°14'19"E a distance of 50.00 feet; thence  
S43°45'41"W a distance of 35.36 feet; thence  
S01°14'19"E a distance of 100.00 feet; thence  
N88°45'41"E a distance of 823.95 feet; thence  
S01°14'19"E a distance of 125.00 feet; thence  
N88°45'41"E a distance of 20.48 feet; thence  
S01°14'19"E a distance of 204.15 feet; thence  
S00°56'53"E a distance of 50.00 feet to the POINT OF BEGINNING.  
Said tract contains 1,715.644 Square Feet or 39.386 Acres more or less.

### LESS & EXCEPT

A tract of land situate within the Southeast Quarter (SE/4) of Section Thirteen (13), Township Eleven North (T11N), Range Five West (R5W), of the Indian Meridian, (I.M.), Oklahoma City, Canadian County, Oklahoma; being more particularly described as follows:

COMMENCING at the Southeast corner of said SE/4; thence  
S89°03'07"W along the South line of said SE/4 a distance of 2025.77 feet; thence  
N00°56'53"W a distance of 1356.37 feet to the POINT OF BEGINNING; thence  
  
N71°52'08"W a distance of 100.97 feet; thence  
N26°53'30"W a distance of 290.56 feet; thence  
N52°59'37"E a distance of 118.60 feet to a point on a curve to the right; thence  
99.97 feet along the arc of said curve having a radius of 375.00 feet, subtended by a chord of 99.67 feet which bears S34°31'43"E; thence  
S26°53'30"E a distance of 142.54 feet to a point on a curve to the right; thence  
157.16 feet along the arc of said curve having a radius of 200.00 feet, subtended by a chord of 153.15 feet which bears S04°22'49"E to the POINT OF BEGINNING.

Said tract contains 42,988 Square Feet or 0.987 Acres more or less.

Total platted tract contains 1,672,656 Square Feet or 38.399 Acres more or less.

### RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc.

Return to:  
Morgan Creek Development, LLC  
14430 N. MacArthur Blvd  
Suite A  
Edmond, OK 73012



Doc#:R 2020 202911  
Bk&Pg:RB 5115 354-356  
Filed:07-31-2020  
02:00:04 PM  
Canadian County, OK

DAR  
DL

(3) II

Supplemental Declaration of  
Covenants, Conditions and Restrictions  
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS  
OF MORGAN CREEK SECTION 1)

A part of the East 1/2 of Section 13, T11N, R5W, I.M.  
Oklahoma City, Canadian County, Oklahoma

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, MORGAN CREEK DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk at Book 3349 and Pages 829-853, and that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3435, Pages 640-646, and that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3493, Pages 330-332, and that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3534, Pages 883-884, that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3620, Pages 215-217, that certain Supplemental Declaration and Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3880, Pages 151-157, that certain Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3983, Pages 79-81, that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 4162, Pages 713-716, that certain Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB4252, Pages 359-361, that certain Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB4457, Pages 145-148, that certain Ninth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB

4762 Pages 138-140 and that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB 4859 Pages 790-793 (hereinafter collectively "Declaration")

WHEREAS, Section 18.11 of the Declaration states that although the Declaration includes initially only the real property described as Morgan Creek Section 1, it is the intention of the Declarant to develop additional areas in Morgan Creek which additional areas will be complementary in concept to this Declaration, and which additional areas will provide additional owners as Members of the Association;

WHEREAS, Morgan Creek Development, LLC ("Declarant") is the owner of the land platted as Morgan Creek Section 2, and further described in the attached Exhibit "A" recorded at the Office of the Canadian County Clerk at Book PL 9 and Pages 191 - 192 ("Morgan Creek Section 2").

WHEREAS, Morgan Creek Section 2 is located within the property defined as Morgan Creek in the Declaration;

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

WHEREAS, Declarant desires to subject Morgan Creek Section 2 to the Declaration;

NOW, THEREFORE, pursuant to Section 18.11 of the Declaration, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the Declaration upon the recording hereof, in accordance with and subject to the provisions of the Oklahoma Real Estate Development Act, and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land herein described and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any person thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers of Morgan Creek Section 1) the 24<sup>th</sup> day of July, 2020.

MORGAN CREEK DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By:

Cheryl Fincher

Cheryl Fincher, Manager

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA )  
                          ) SS

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of July, 2020, by Cheryl Fincher, Manager of Morgan Creek Development, LLC, an Oklahoma limited liability company.

Megan Heffron  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

4/10/21



Return to:

MORGAN CREEK DEVELOPMENT, L.L.C.  
17730 N MACARTHUR BLVD, SUITE A  
EDMOND, OK 73012

(S) I



Doc#:R 2021 25416  
Bk&Pg:RB 5334 262-266  
Filed:07-22-2021  
02:38:41 PM  
Canadian County, OK

SRB  
CS

**Supplemental Declaration of  
Covenants, Conditions and Restrictions**  
**(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS  
OF MORGAN CREEK SECTION 1)**

A part of the East 1/2 of Section 13, T11N, R5W, I.M.  
Oklahoma City, Canadian County, Oklahoma

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, MORGAN CREEK DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk at Book 3349 and Pages 829-853, and that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3435, Pages 640-646, and that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3493, Pages 330-332, and that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3534, Pages 883-884, that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3620, Pages 215-217, that certain Supplemental Declaration and Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3880, Pages 151-157, that certain Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3953, Pages 79-81, that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 4162, Pages 713-716, that certain Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB4252, Pages 359-361, that certain Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB 4457, Pages 145-148, that certain Ninth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB 4762 Pages 138-140, that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice,

Disclosure & Disclaimer to Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB 4859 Pages 790-793 and that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers of Morgan Creek Section 1) at the Office of the Canadian County Clerk Book RB 5115 Pages 354-356 (hereinafter collectively "Declaration");

WHEREAS, Section 18.11 of the Declaration states that although the Declaration includes initially only the real property described as Morgan Creek Section 1, it is the intention of the Declarant to develop additional areas in Morgan Creek which additional areas will be complementary in concept to this Declaration, and which additional areas will provide additional owners as Members of the Association;

WHEREAS, Morgan Creek Development, LLC ("Declarant") is the owner of the land platted as Cedar Ridge at Morgan Creek Section 4, and further described in the attached Exhibit "A" recorded at the Office of the Canadian County Clerk at Book PL 9 and Page 860-861 ("Cedar Ridge at Morgan Creek Section 4").

WHEREAS, Cedar Ridge at Morgan Creek Section 4 is located within the property defined as Morgan Creek in the Declaration;

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

WHEREAS, Declarant desires to subject Cedar Ridge at Morgan Creek Section 4 to the Declaration;

NOW, THEREFORE, pursuant to Section 18.11 of the Declaration, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the Declaration upon the recording hereof, in accordance with and subject to the provisions of the Oklahoma Real Estate Development Act, and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land herein described and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any person thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers of Morgan Creek Section 1) the 16<sup>TH</sup> day of JULY, 2021.

MORGAN CREEK DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By: Sherry Hamilton  
Sherry Hamilton, Manager

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF OKLAHOMA )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of JULY, 2021, by Sherry Hamilton, Manager of Morgan Creek Development, LLC, an Oklahoma limited liability company.

~~NOTARY PUBLIC~~

MY COMMISSION EXPIRES:

4/10/25



**CEDAR RIDGE at MORGAN CREEK SECTION 4 - EXCEPT COMMERCIAL TRACT  
LEGAL DESCRIPTION**

A tract of land situate within the Southeast Quarter (SE/4) of Section Thirteen (13), Township Eleven North (T11N), Range Five West (R5W), of the Indian Meridian, (I.M.), Oklahoma City, Canadian County, Oklahoma, more particularly described as follows:

COMMENCING at the Southeast corner of said SE/4; thence S89°03'07"W along the South line of said SE/4 a distance of 343.02 feet to the POINT OF BEGINNING; thence continuing

S89°03'07"W along said South line a distance of 919.51 feet to a point on the exterior line of CEDAR RIDGE AT MORGAN CREEK, SECTION 3, according to the recorded plat thereof; thence along said exterior line the following Twenty-Two (22) courses:

1. N00°56'53"W a distance of 50.00 feet; thence
2. N01°14'19"W a distance of 204.15 feet; thence
3. S88°45'41"W a distance of 20.48 feet; thence
4. N01°14'19"W a distance of 125.00 feet; thence
5. S88°45'41"W a distance of 823.95 feet; thence
6. N01°14'19"W a distance of 100.00 feet; thence
7. N43°45'41"E a distance of 35.36 feet; thence
8. N01°14'19"W a distance of 50.00 feet; thence
9. N46°14'21"W a distance of 35.35 feet to a point on a non-tangent curve to the right; thence
10. 64.59 feet along the arc of said curve having a radius of 475.00 feet, subtended by a chord of 64.54 feet which bears N02°39'25"E to a point of reverse curvature; thence
11. 112.18 feet along the arc of said curve having a radius of 825.00 feet, subtended by a chord of 112.10 feet which bears N02°39'25"E; thence
12. N01°14'19" W a distance of 23.77 feet; thence
13. N43°45'41"E a distance of 35.36 feet; thence
14. N88°45'41"E a distance of 22.81 feet; thence
15. N01°14'19"W a distance of 50.00 feet; thence
16. S88°45'41"W a distance of 22.81 feet; thence
17. N46°14'19"W a distance of 35.36 feet; thence
18. N01°14'19"W a distance of 195.64 feet to a point of curvature to the right; thence
19. 23.18 feet along the arc of said curve having a radius of 75.00 feet, subtended by a chord of 23.09 feet which bears N07°36'56"E; thence
20. N 58° 47' 41" E a distance of 37.03 feet to a point on a non-tangent curve to the left; thence
21. 112.25 feet along the arc of said curve having a radius of 525.00 feet, subtended by a chord of 112.03 feet which bears S8506'49"E; thence
22. N88°45'41"E along said line, same being the exterior line of CEDAR RIDGE AT MORGAN CREEK, according to the recorded plat thereof extended, a distance of 1707.54 feet; thence along said exterior line the following Nine (9) courses:

1. S45°43'40"E a distance of 35.04 feet; thence
2. S00°12'59"E a distance of 4.64 feet; thence
3. N89°47'00"E a distance of 50.00 feet; thence
4. N00°12'59"W a distance of 5.00 feet; thence

5. N44°47'00"E a distance of 35.36 feet; thence
6. N89°47'00"E a distance of 85.00 feet; thence
7. S45°13'00"E a distance of 35.36 feet; thence
8. S00°24'18"E a distance of 50.00 feet; thence
9. N89°47'00"E a distance of 50.00 feet to a point on the East line of said SE/4; thence

S00°12'04"E along said East line a distance of 356.23 feet; thence

S88°45'41"W a distance of 343.05 feet; thence

S00°12'04"E a distance of 673.93 feet to the POINT OF BEGINNING.

Said tract contains 1,775,934 Sq Ft or 40.77 Acres, more or less.

**TOGETHER WITH:**

A tract of land situate within the Southeast Quarter (SE/4) of Section Thirteen (13), Township Eleven North (T11N), Range Five West (R5W), of the Indian Meridian, (I.M.), Oklahoma City, Canadian County, Oklahoma; being more particularly described as follows:

COMMENCING at the Southeast corner of said SE/4; thence

S89°03'07"W along the South line of said SE/4 a distance of 2025.77 feet; thence

N00°56'53"W a distance of 1356.37 feet to the POINT OF BEGINNING; thence

N71°52'08"W a distance of 100.97 feet; thence

N26°53'30"W a distance of 290.56 feet; thence

N52°59'37"E a distance of 118.60 feet to a point on a curve to the right; thence

99.97 feet along the arc of said curve having a radius of 375.00 feet, subtended by a chord of 99.67 feet which bears S34°31'43"E; thence

S26°53'30"E a distance of 142.54 feet to a point on a curve to the right; thence

157.16 feet along the arc of said curve having a radius of 200.00 feet, subtended by a chord of 153.15 feet which bears S04°22'49"E to the POINT OF BEGINNING.

Said tract contains 42,988 Square Feet or 0.99 Acres more or less.

Total platted tract contains 1,818,922 Square Feet or 41.76 Acres more or less.

Return to:

Morgan Creek Development, LLC  
1730 N MacArthur Blvd, STE A  
Edmond, OK 73012



Doc#:R 2021 26119  
Bk&Pg:RB 5337 438-440  
Filed:07-28-2021  
03:33:46 PM  
Canadian County, OK

SRB  
CS

**(3) I Tenth Amendment to Declaration of  
Covenants, Conditions and Restrictions  
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS  
OF MORGAN CREEK SECTION 1)**

A part of the East 1/2 of Section 13, T11N, R5W, I.M.  
Oklahoma City, Canadian County, Oklahoma

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, MORGAN CREEK DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk at Book 3349 and Pages 829-853, and that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3435, Pages 640-646, and that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3493, Pages 330-332, and that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3534, Pages 883-884, that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3620, Pages 215-217, that certain Supplemental Declaration and Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3880, Pages 151-157, that certain Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3953, Pages 79-81, that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 4162, Pages 713-716, that certain Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB4252, Pages 359-361, that certain Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the

County Clerk Book RB 4859 Pages 790-793, that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers of Morgan Creek Section 1) at the Office of the Canadian County Clerk Book RB 5115 Pages 354-356 and that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers of Morgan Creek Section 1) at the Office of the Canadian County Clerk Book RB 5334 Pages 262-266 (hereinafter collectively "Declaration")

WHEREAS, Section 11 of the Declaration states that so long as Declarant owns any property within Morgan Creek, as defined in the Declaration, Declarant may amend the Declaration for any purpose;

NOW THEREFORE, pursuant to Section 11 of the Declaration, Declarant does hereby amend the Declaration as follows:

Section 18.14 shall be amended and restated as follows:

"18.14 Drainage and Emergency Overflow. All small drainage channels, emergency overflow and other swales, which are critical to drainage plans affecting each Lot and abutting properties, but are not a part of the drainage system maintained by public authority, utility company, or association shall be the property Owner's responsibility; and it shall be the responsibility of the Owner to (a) properly grade the Lot in accordance with Declarant's engineer drainage guidelines (b) keep the easements, channels and swells free of any structure, planting, silt or other material which may change the direction of flow or obstruct or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot and; (c) provide continuous maintenance of the improvements in the easements or of the channels or swales and keep the existing drainage patterns in tact; except for the improvements for which a public authority, utility company or association is responsible; (d) prevent any changes in existing drainage which would adversely affect adjacent property Owners; and (e) take all necessary action to comply at all times with Declarant's engineer drainage guidelines for the Lot. It is the Owner's responsibility to maintain drainage on Owners' Lot, which shall include without limitation, proper installation and use of gutters on any structure which drain in accordance with the Declarant's engineer drainage guidelines. Each Owner, but specifically excluding Declarant, shall be required to install and maintain silt protection on their Lot for the purpose of preventing silt coming onto Owner's Lot and/or leaving the Owner's lot. Owner is responsible for and must insure that established drainage patterns are not impeded by landscaping, decking, pools, driveways, walls, fences, etc. This responsibility includes but is not limited to hiring a licensed civil engineer to design a plan that will maintain the established drainage when a pool is installed, and it shall be the responsibility of the Owner to see that the engineer's plan is implemented in such a way as to not adversely impact adjacent property owners. The ASSOCIATION has or may have obligations to the City of Oklahoma City for, among other things, various drainage structures required by the City in connection with City approval of the various plats of Morgan Creek."

IN WITNESS WHEREOF, the undersigned have executed this Tenth Amendment to Declaration of Covenants, Conditions and Restrictions (and Notice Disclosure & Disclaimer To Future Buyers of Morgan Creek Section 1) the 28th day of July, 2021.

MORGAN CREEK DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By: Sherry Hamilton  
Sherry Hamilton, Manager

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA ) SS  
                          )

The foregoing instrument was acknowledged before me this 28th day of July, 2021, by Sherry Hamilton, Manager of Morgan Creek Development, LLC, an Oklahoma limited liability company.

Megan Denison  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

4/10/25



Return to: Morgan Creek Dev.  
17730 N. MacArthur Blvd, STE A  
Edmond, Ok 73012



Doc#:R 2022 16945  
Bk&Pg:RB 5516 5-8  
Filed:05-25-2022  
08:37:44 AM  
Canadian County, OK

DAR  
DL

(4) II

**Eleventh Amendment to Declaration of  
Covenants, Conditions and Restrictions  
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS  
OF MORGAN CREEK SECTION 1)**

A part of the East 1/2 of Section 13, T11N, R5W, I.M.  
Oklahoma City, Canadian County, Oklahoma

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, MORGAN CREEK DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk at Book 3349 and Pages 829-853, and that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3435, Pages 640-646, and that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3493, Pages 330-332, and that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3534, Pages 883-884, that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3620, Pages 215-217, that certain Supplemental Declaration and Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3880, Pages 151-157, that certain Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3953, Pages 79-81, that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 4162, Pages 713-716, that certain Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB4252, Pages 359-361, that certain Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the

Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB 4762 Pages 138-140, that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB 4859 Pages 790-793, that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers of Morgan Creek Section 1) at the Office of the Canadian County Clerk Book RB 5115 Pages 354-356, that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers of Morgan Creek Section 1) at the Office of the Canadian County Clerk Book RB 5334 Pages 262-266, and that certain Tenth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB 5337 Pages 438-440 and that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers of Morgan Creek Section 1) at the Office of the Canadian County Clerk Book RB 5453 Pages 71-73 (hereinafter collectively "Declaration")

WHEREAS, Section 11 and 18.9 of the Declaration states that so long as Declarant owns any property within Morgan Creek, as defined in the Declaration, Declarant may amend the Declaration for any purpose;

NOW THEREFORE, pursuant to Section 11 and 18.9 of the Declaration, Declarant does hereby amend and restated Sections 4.2, 4.2.1, 11, 18.9 and 18.10 of the Declaration as follows:

**"4.2 Architectural Review.** The committee in charge of architectural review ("the Architectural Committee") shall be composed of three (3) or more natural persons. The Architectural Committee shall be composed of Cheryl Fincher, Sherry Hamilton and Colton Fincher, or such persons as Declarant elects. The affirmative vote of a majority of the members of the Architectural Committee (which shall be the required quorum of the Committee) shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in the By-Laws. Twenty (20) years following the sale of the Declarant's final Lot within Morgan Creek, or earlier solely at Declarant's option, the Board shall appoint the members of the Architectural Committee, and such persons shall serve at the pleasure of the Board.

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

**"11. Revocation or Amendment to Declaration; Amendment of Undivided Interest in Common Areas.** Except as otherwise provided in this Declaration, this Declaration shall not be revoked unless all of the Members unanimously consent and agree to such revocation by instrument(s) duly recorded. Except as otherwise provided in this Declaration, this Declaration shall

**“11. Revocation or Amendment to Declaration; Amendment of Undivided Interest in Common Areas.** Except as otherwise provided in this Declaration, this Declaration shall not be revoked unless all of the Members unanimously consent and agree to such revocation by instrument(s) duly recorded. Except as otherwise provided in this Declaration, this Declaration shall not be amended by the Owners unless the Owners representing an aggregate ownership interest of Sixty-Six percent (66%), or more, of the votes cast consent and agree to such amendment by instrument(s) duly recorded. In addition, this Declaration shall not be amended or revoked by an action of the Owners without approval of the Declarant whether or not Declarant owns any portion of Morgan Creek; provided unless Declarant has previously filed with the Office of the Canadian County Clerk a notice of resignation of its position as Declarant. Further, notwithstanding anything to the contrary contained herein, Declarant may amend this Declaration at any time pursuant to Section 18.9 and 18.10 below.”

**“18.9. Special Amendment.** Notwithstanding anything to the contrary contained in this Agreement, Declarant may unilaterally amend this Declaration for any purpose at any time whether or not Declarant currently owns any portion of Morgan Creek.

**18.10 Future Membership Rights.** The right to require or allow membership in the ASSOCIATION shall be the exclusive right of Declarant as set forth in this Declaration, for the greater of: (i) the duration of this Declaration as defined in Section 2.2, or (ii) so long as the Declarant, or any assignee of Declarant, owns property in the East 1/2, Section 13, T11N, R5W, I.M., Oklahoma City, Canadian County, Oklahoma. New Members shall have no cost to join except the prorata assessment for current year and in no case be required to pay larger assessments than other Members who happened to join earlier.”

IN WITNESS WHEREOF, the undersigned have executed this Eleventh Amendment to Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers of Morgan Creek Section 1) the 34<sup>th</sup> day of May, 2022.

MORGAN CREEK DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By: Cheryl Fincher  
Cheryl Fincher, Manager

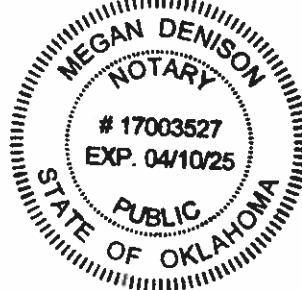
STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF OKLAHOMA )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of May, 2022, by Cheryl Fincher, Manager of Morgan Creek Development, LLC, an Oklahoma limited liability company.

Megan Denison  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

4/10/25



Return to:

CR5 Development, LLC  
17730 N MacArthur Blvd, STE A  
Edmond, Ok 73012

Doc#:R 2025 255586  
Bk&Pg:RB 6092 858-863  
Filed:09-29-2025  
09:15:37 AM  
Canadian County, OK

LAR  
DL



**Supplement and Twelfth Amendment to the Declaration  
of Covenants, Conditions and Restrictions  
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS  
OF MORGAN CREEK SECTION 1)**

A part of the East 1/2 of Section 13, T11N, R5W, I.M.  
Oklahoma City, Canadian County, Oklahoma

(10)  
H

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, MORGAN CREEK DEVELOPMENT, LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk at Book 3349 and Pages 829-853, and that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3435, Pages 640-646, and that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3493, Pages 330-332, and that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3534, Pages 883-884, that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3620, Pages 215-217, that certain Supplemental Declaration and Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3880, Pages 151-157, that certain Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 3953, Pages 79-81, that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book 4162, Pages 713-716, that certain Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB4252, Pages 359-361, that certain Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB 4457, Pages 145-148, that certain Ninth Amendment to the Declaration of Covenants, Conditions and Restrictions (and

Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB 4762 Pages 138-140, that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB 4859 Pages 790-793, that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers of Morgan Creek Section 1) at the Office of the Canadian County Clerk Book RB 5115 Pages 354-356, that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers of Morgan Creek Section 1) at the Office of the Canadian County Clerk Book RB 5334 Pages 262-266, that certain Tenth Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB 5337 Pages 438-440 and that certain Eleventh Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Morgan Creek Section 1 at the Office of the Canadian County Clerk Book RB 5516 Pages 5-8 (hereinafter collectively "Declaration");

WHEREAS, Section 18.11 of the Declaration states that although the Declaration includes initially only the real property described as Morgan Creek Section 1, it is the intention of the Declarant to develop additional areas in Morgan Creek which additional areas will be complementary in concept to this Declaration, and which additional areas will provide additional owners as Members of the Association;

WHEREAS, CR5 Development, LLC ("CR5") is the owner of the land platted as Cedar Ridge at Morgan Creek Section 5, and further described in the attached Exhibit "A" recorded at the Office of the Canadian County Clerk at Book PL 10 and Pages 103 - 164 ("Cedar Ridge at Morgan Creek Section 5").

WHEREAS, Cedar Ridge at Morgan Creek Section 5 is located within the property defined as Morgan Creek in the Declaration;

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

WHEREAS, Declarant desires, and CR5 Development agrees, to subject Cedar Ridge at Morgan Creek Section 5 to the Declaration;

WHEREAS, Section 11 and 18.10 of the Declaration states that so long as Declarant owns any property within Morgan Creek, as defined in the Declaration, Declarant may amend the Declaration for any purpose;

NOW, THEREFORE, pursuant to Section 18.10 of the Declaration, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the Declaration upon the recording hereof, in accordance with and subject to the provisions of the Oklahoma Real Estate Development Act, and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land herein described and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity

acquiring or owning an interest in the land and improvements, or any person thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

NOW FURTHER THEREFORE, pursuant to Section 11 of the Declaration, Declarant does hereby amend the Declaration as follows:

A new Section 21 shall be added to the Declaration as follows:

**“21. Grading; Drainage and Stormwater Management.”**

21.1 Each Owner acknowledges and agrees that each Lot is part of a platted subdivision subject to a grading and drainage plan approved by the City of Oklahoma City / County of Canadian (the “Approved Grading Plan”). Owner acknowledges and agrees that Owner has had the opportunity to inspect the Lots and accepts the ownership of any Lot in its existing “as-is” condition with respect to grading, drainage, and soil conditions. Owner further acknowledges that Declarant makes no representations or warranties, express or implied, regarding the grading, drainage patterns, or subsurface conditions of any Lot, including any compliance with the Approved Grading Plan. Owner shall be solely responsible, at Owner’s sole cost and risk, for all grading and drainage on any Lot owned by an Owner, including without limitation, grading changes to such Lot for construction and maintaining the grading and drainage of its Lot, in compliance with the Approved Grading Plan and any applicable municipal or county requirements. Owner shall not regrade, fill, or otherwise alter the topography or drainage of its Lot in any way that is inconsistent with the Approved Grading Plan, or that interferes with existing drainage infrastructure or patterns, without first obtaining written approval from the applicable governmental authority and, if required, the homeowner’s association and/or the Declarant.

21.2 To the fullest extent permitted by law, Owner hereby releases, waives, and discharges Declarant, its affiliates, officers, directors, members, employees, agents, successors, and assigns (collectively, the “Released Parties”) from any and all claims, demands, liabilities, causes of action, damages, losses, costs, or expenses (including attorneys’ fees) of any kind, whether known or unknown, fixed or contingent, arising out of or relating to the grading, drainage, erosion, soil movement, surface water runoff, or similar conditions on, under, or affecting the Owner’s Lot. This release expressly includes, without limitation, any claims based on:

- i. Alleged noncompliance with a subdivision or governmental grading or drainage plan,
- ii. Water intrusion or ponding,
- iii. Changes to drainage due to construction by Owner or third parties,
- iv. Any condition not reasonably discoverable by visual inspection.

21.3 Owner acknowledges that Cedar Ridge at Morgan Creek Section 5 may be subject to one or more stormwater permits, including without limitation, those issued under the Oklahoma Pollutant Discharge Elimination System (OPDES) or related municipal stormwater programs. Owner shall file for all required permit applications and pay applicable fees immediately upon purchasing a Lot. Owner shall be solely responsible for

complying with all stormwater requirements applicable to the Lot, including any obligations arising under a Stormwater Pollution Prevention Plan (SWPPP), post-construction Best Management Practices (BMPs), or maintenance of on-site stormwater improvements. Declarant shall have no obligation to maintain or monitor stormwater compliance for any Lot following its conveyance of any Lot.

21.4 Declarant (or its designee), and if applicable, the homeowner's association or declarant, shall have the right (but not the obligation) to enter upon the Lot, after reasonable notice, to inspect for compliance with grading and stormwater obligations. If Owner fails to maintain compliance, Declarant or its designee may, but shall not be obligated to, take corrective action, and Owner shall reimburse all related costs within ten (10) days of written demand, together with interest at the highest lawful rate.

21.5 Notwithstanding anything to the contrary contained herein, the obligations of "Owner" under this Section 21 shall only commence after the transfer of a Lot from Declarant to an Owner and continue with each subsequent Owner."

NOW FURTHER THEREFORE, pursuant to Section 11 of the Declaration, Declarant does hereby amend the Declaration as follows:

A new Section 22 shall be added to the Declaration as follows:

"22. Gas Service.

22.1 The supplier of gas service to Morgan Creek through its agents and employees, shall at all times have the right of access to all utility easements shown on the plat or as otherwise provided for in any deed of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.

22.2 The Owner of any Lot shall be responsible for the protection of the underground gas facilities located within the Lot and shall prevent the alteration of grade or any other construction activity which would interfere with gas service. The supplier of gas service shall be responsible for the ordinary maintenance of its facilities, but the Owner shall pay for damage or relocation of facilities caused or necessitated by acts of the Owner, or the owner's agents or contractors.

22.3 The covenants set forth in this subsection shall be enforceable by the supplier of gas service and the Owner of the Lot agrees to be bound by these covenants."

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Supplement and Twelfth Amendment to Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers of Morgan Creek Section 1) the 25 day of September, 2025.

MORGAN CREEK DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By: Cheryl Fincher  
Cheryl Fincher, Manager

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF OKLAHOMA )

The foregoing instrument was acknowledged before me this 25th day of September, 2025, by Cheryl Fincher, Manager of Morgan Creek Development, LLC, an Oklahoma limited liability company.



Megan Dini  
NOTARY PUBLIC

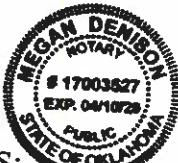
MY COMMISSION EXPIRES:  
4/10/25 #17003527

CR5 DEVELOPMENT, LLC,  
an Oklahoma limited liability company

By: Cheryl Fincher  
Cheryl Fincher, Manager

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF OKLAHOMA )

The foregoing instrument was acknowledged before me this 25th day of September, 2025, by Cheryl Fincher, Manager of CR5 Development, LLC, an Oklahoma limited liability company.



Megan Dini  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
4/10/25 #17003527

## EXHIBIT "A"

A tract of land situated within the Northeast Quarter (NE/4) and the Southeast Quarter (SE/4) of Section Thirteen (13), Township Eleven North (T11N), Range Five West (R5W), of the Indian Meridian (I.M.), Oklahoma City, Canadian County, Oklahoma; being more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of said SE/4; thence S89°03'07"W along the South line of said SE/4 a distance of 2641.35 feet to the Southwest corner of said SE/4; thence N00°16'17"W along the West line of said SE/4 a distance of 1960.10 feet to the POINT OF BEGINNING; thence continuing N00°16'17"W along said West line a distance of 686.48 feet to the Southwest corner of said NE/4; thence N00°19'44"W along the West line of said NE/4 a distance of 290.99 feet to the Southwest corner of MORGAN CREEK SECTION 3, according to the recorded plat thereof; thence N88°45'41"E along the South line of said plat a distance of 1226.67 feet to a point on the exterior boundary of CEDAR RIDGE AT MORGAN CREEK, according to the recorded plat thereof; thence along said exterior boundary the following Ten (10) courses:

1. S01°14'19"E a distance of 140.00 feet; thence
2. S88°45'41"W a distance of 40.29 feet; thence
3. S01°14'19"E a distance of 50.00 feet; thence
4. N88°45'41"E a distance of 20.00 feet; thence
5. S01°14'19"E a distance of 140.00 feet; thence
6. N88°45'41"E a distance of 592.78 feet to a point on a non-tangent curve to the right; thence
7. 75.93 feet along the arc of said curve having a radius of 225.00 feet, subtended by a chord of 75.57 feet which bears S26°46'46"W; thence
8. S36°26'51"W a distance of 271.69 feet to a point of curvature to the left; thence
9. 335.95 feet along the arc of said curve having a radius of 525.00 feet, subtended by a chord of 330.25 feet which bears S18°06'55"W; thence
10. S00°12'58"E a distance of 511.78 feet to a point on the exterior boundary line of CEDAR RIDGE AT MORGAN CREEK SECTION 3, according to the recorded plat thereof; thence along said exterior boundary line the following Ten (10) courses:

1. S44°16'27"W a distance of 35.67 feet; thence
2. S88°45'41"W a distance of 784.31 feet to a point of curvature to the left; thence
3. 14.54 feet along the arc of said curve having a radius of 125.00 feet subtended by a chord of 14.53 feet which bears S85°25'45"W; thence
4. N58°24'37"W a distance of 38.87 feet to a point on a non-tangent curve to the left; thence
5. 32.80 feet along the arc of said curve having a radius of 250.00 feet, subtended by a chord of 32.78 feet which bears N23°07'58"W; thence
6. N26°53'30"W a distance of 142.54 feet to a point of curvature to the left; thence
7. 261.86 feet along the arc of said curve having a radius of 425.00 feet, subtended by a chord of 257.74 feet which bears N44°32'34"W; thence
8. N62°11'38"W a distance of 63.99 feet to a point of curvature to the right; thence
9. 157.83 feet along the arc of said curve having a radius of 175.00 feet, subtended by a chord of 152.53 feet which bears N36°21'26"W; thence
10. S79°28'45"W a distance of 247.12 feet to the POINT OF BEGINNING.

Said tract contains 1,924,475 Sq Ft or 44.18 Acres, more or less.