

parked within any Lot.

**Section 19. OUT BUILDINGS.** All out buildings must be approved by the Manager or Architectural Committee.

**Section 20. YARDS.** All front yards must be sodded upon completion of a Dwelling Unit.

**Section 21. SATELLITE DISHES.** No satellite dishes with a diameter greater than one meter in diameter shall be permitted on any Lot unless approved by the Manager or Architectural Committee.

**Section 22. LOT SPLITS.** No Lot may be split within the Properties without prior Architectural Committee approval.

**Section 23. LIVESTOCK.** The keeping of any poultry, cattle, horses or other livestock of any kind or character is prohibited within the Properties.

**Section 24. TANKS.** No elevated tanks of any kind shall be erected, placed or permitted on any Unit or Common Elements.

**Section 25. WIND POWERED GENERATORS.** No wind powered generators shall be allowed on the Properties.

**Section 26. IMPROVEMENTS AND ALTERATIONS; PLANS AND SPECIFICATIONS; APPROVAL.** No Units, building, fence, wall or other improvements or structure, including mail boxes, shall be commenced, erected, placed, moved or maintained upon the Project, nor shall any exterior addition to or change in any improvement located on the Project be made until the complete plans and specifications showing the precise and exact nature, kind, shape, height, set-back, materials, color and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the Properties by the Architectural Committee as more fully described in the By-Laws.

**Section 27. SIDE SET BACK.** There is hereby created for all Lots, or sites, a side Lot set back line of not less than five (5) feet.

**Section 28. REAR SET BACK.** No structure shall be located nearer the rear lot line of any lot or site than the minimum requirement by the City of Oklahoma City or 20 feet, whichever is greater.

**Section 29. SETBACK OF BUILDING STRUCTURES.** No building structure or part thereof, except as hereinafter provided, shall be erected or maintained on any of the lots nearer to the front street or the side street than the front building limit line or the side building limit line of the aforementioned lots, except as shown on said plat. No part of any building structure on the lots shall be erected nearer than five (5) feet to the side property line except that cornices, spouting, chimneys and ornamental projections may extend two (2) feet nearer said side property

line. Any other deviation of side setbacks must have the prior written approval of the Architectural Committee. All setbacks must comply with the requirements of the ordinances and subdivision regulations of the City of Oklahoma City.

**Section 30.**     **FRONTAGE.** Each Lot or site shall be deemed to face the street on which it has the smaller side. The Architectural Committee may with respect to corner lots designate which side shall be the frontage.

**Section 31.**     **ELEVATION.** Each main residential structure on any site shall present a pleasing elevation to the street on which it faces and said elevation must be acceptable to the Architectural Committee.

**Section 32.**     **FIRE LANES.** No fire lane or easement may be eliminated by any subdivision, re-arrangement, combination or treatment.

## **ARTICLE 6 - ARCHITECTURAL CONTROL**

**Section 1.**     **APPROVAL OF PLANS AND SPECIFICATIONS BY ARCHITECTURAL CONTROL COMMITTEE; FEES.** No residence, building, wall, storage, structure, solar panels, satellite disc signal receivers, T.V. antenna, radio antenna, awning or fence shall be commenced, erected, placed or altered (including the color thereof) on any Lot until the plans and specifications showing the nature, kind, shape, height, materials and location of such have been submitted to and approved in writing as to quality of workmanship and materials, and conformity and harmony of exterior design with existing structures, and location with respect to existing buildings, topography and finished ground elevation, by an Architectural Committee, consisting of those persons appointed by the Board.

**Section 2.**     **FAILURE TO APPROVE OR DISAPPROVE.** If the said Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing to the Association for consideration by the Architectural Control Committee, such approval will be deemed to have been given.

**Section 3.**     **LANDSCAPING.** The Architectural Control Committee may require the removal, transplanting or restriction of any landscaping of any owner determined to be or become a nuisance to other Owners or a threat to the structural integrity of any improvement on the Properties.

**Section 4.**     **COMMITTEE ADDRESS.** All plans and specifications which must be submitted in writing for approval hereunder shall be submitted to said Architectural Control Committee at the address as may hereafter be given in writing to the Owners by the Association or by said Architectural Control Committee.

**Section 5.**     **ORGANIZATION; APPOINTMENT BY BOARD; APPOINTMENT BY DECLARANT; STAGGERED MEMBERSHIP; COMPENSATION; REPLACEMENT**

**MEMBERS.** The Architectural Control Committee shall consist of three persons appointed by the Board of Directors. Committee members need not be Owners. All Committee members shall have terms of three years. Members of such Architectural Control Committee shall not be entitled to any compensation for services performed. In the event any Committee member shall be removed by the Board, die or resign, the Board shall appoint a replacement to serve out the term of such committee member.

## **ARTICLE 7 - THE ASSOCIATION**

**Section 1. DUTIES AND RESPONSIBILITIES OF THE HOMEOWNERS ASSOCIATION OF BRASSWOOD DEVELOPMENT; OWNER AND MANAGER OF COMMON AREAS.** The Association is a non-profit corporation named The Homeowners' Association of Brasswood, the proposed By-Laws of which are attached hereto as Exhibit B, which owns the owner of the Common Area. Any purchaser of a Dwelling Unit shall be deemed to have assented to, ratified, and approved membership within the Association. Said Association shall have the following duties, rights and powers:

- (a) **Assessment Collection.** To collect monthly or periodic assessments, equitably prorated, from Owners; to collect delinquent assessments by suit or otherwise; and to collect such other assessments as are herein authorized.
- (b) **Meet Expenses.** From funds collected, to provide for maintenance, management, insurance, and such other expenses as -are enumerated in this Amended Declaration.
- (c) **Property Dealing.** To lease, acquire and sell real or personal property in pursuance of its obligations.
- (d) **Entry Into Units.** To enter into and upon the Dwelling Units when necessary with as little inconvenience as possible to the occupants concerned in connection with the duties outlined in this Amended Declaration.
- (e) **Violation Enforcement.** To enjoin or seek damages from the Owners for violation of the Amended Declaration, the Articles of Incorporation of the Association, the By-Laws or the Rules.
- (f) **Property Manager Duties; Management Agreement.** To employ workmen, and others; to contract for services to be performed, including those of a Manager; to purchase supplies and equipment; to enter into contracts; and generally to have the powers of an apartment house or property manager in connection with the matters herein set forth, except that the Association may not encumber or dispose of the fee title of any Owner except to satisfy a lien, award or judgment, against such Owner for violation of the Owner's covenants imposed by this Amended Declaration. The Association shall not enter into any contract or management agreement for the furnishing of services (other than utility services), materials or supplies, the term of which is in excess of one year; and further provided, that any contract or management agreement entered into (excluding those utilities) by the Association shall be terminable by the Association for cause upon thirty (30) days written notice or without cause or payment of a termination fee upon ninety (90) days written notice.
- (g) **Protect Properties.** To protect and defend the Properties from loss and damage by suit or otherwise.
- (h) **Employ Professionals; Audit; Inspection Rights.** To employ counsel, attorneys and

auditors in connection with legal matters of the Association and in connection with the audit of its books and records, which audit shall be made at least once a year and shall be available to Owners and first mortgagees, as hereinafter provided, for inspection at the Association office.

- (i) **Deposit Funds.** To deposit funds in the hands of the Board which are not necessary for immediate disbursements in savings accounts of National or State Banks or Savings and Loan institutions earning the standard rate of interest and insured.
- (j) **File Zoning or Variance Protests.** To file legal protests, formal or informal with authorities against the granting by authorities of zoning ordinances or variances as to any property within a reasonable proximity of the Properties which might affect the value of any Owner's interest in the Properties.

**Section 2.** **THE BOARD OF DIRECTORS; NUMBER; ELECTION AT ANNUAL MEETING.** The Board of Directors shall consist of not less than three individuals, each of whom shall be a voting member, and said Board shall be elected at each annual meeting of the members of the Association as provided in the By-Laws, except as provided below.

**Section 3.** **MEMBERSHIP; AUTOMATIC AND MANDATORY; EFFECTIVE DATE OF MEMBERSHIP.** Any owner acquiring a fee simple record ownership interest in a Dwelling Unit or any owner/tenant acquiring possession of a Dwelling Unit shall automatically become a member of the Association. Such ownership interest shall be the sole qualification for membership. Upon the sale or transfer of a Dwelling Unit by an Owner, that person's membership shall terminate and shall be automatically transferred to the purchaser or transferee. Membership shall be appurtenant to and may not be separated from ownership. The membership of an Owner shall be effective for all purposes upon the Owner's Occupancy of his Unit; provided, however, that any Owner may, prior to Occupancy, voluntarily commence payment of assessments hereunder and thereupon become a member as fully, as of such first payment, as if Occupancy had occurred.

**Section 4.** **VOTING; ONE VOTE PER UNIT; DESIGNATION; BOARD MEMBERSHIP.** The Association shall have one class of voting membership.

**Class A.** "Class A members" shall be all Owners. Class A members shall be entitled to one (1) vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**Section 5.** **INDEMNIFICATION OF MANAGER, EMPLOYEES, DIRECTORS AND OFFICERS; MISFEASANCE OR MALFEASANCE.** The Manager, employees of the Association, and each director and officer of the 'Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of being or having acted as such upon behalf of the Association; provided, that this indemnification shall not apply if the said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, further,

that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other gifts to which such person may be entitled.

**Section 6.**     **LIMITATION UPON LIABILITY OF ASSOCIATION.** Notwithstanding the duty of the Association to maintain and repair parts of the Properties, the Association shall not be liable for injury or damage, other than the normal costs of the maintenance and repair, caused by the conduct of other Owners or persons or by casualties for which insurance pursuant to this Amended Declaration is not required, or for which insurance is not provided by the Association.

## **ARTICLE 8 - ASSESSMENTS**

**Section 1.**     **ASSESSMENTS; REGULAR AND SPECIAL; PERSONAL OBLIGATION; DUE DATES; PRO-RATA SHARE.** Each Owner, by acceptance of a deed, or perma-lease and bill of sale, agrees to pay the Association regular assessments or charges and special assessments, both to be fixed, established and collected from time to time as herein provided on each Lot. Such assessments, together with interest and the cost of collection in the event of delinquency in payment as allowed in Section 4 of this article also shall be the personal obligation of the person who was the Owner, or of the persons jointly and severally who were the Owners, at the time when the assessment was made. Payment of the assessments made shall be paid by the Owners to the Association as of the date of closing the original purchase of an Owner's Dwelling Unit and prorated if upon a date other than the due date of an assessment, and thereafter in monthly or other periodic installments commencing on the first day of each month or period following the closing. The prorata share of assessments of each Owner shall be in accordance with the Assessment Schedule.

**Section 2.**     **PURPOSE OF ASSESSMENTS; MANAGEMENT AND MAINTENANCE; RESERVES; REPAIRS RESULTING FROM NEGLIGENT ACTS.** The assessments levied by the Association shall be used exclusively for the management and maintenance of the Common Area, and for the performance of all other duties and obligations incurred by the Association pursuant to the Amended Declaration, including, but not limited to: the provision of services and facilities related to the use and enjoyment of the Common Area; the maintenance, repair and replacement of underground utilities, drainways, lighting, walkways, (as hereinafter provided); sprinkler systems, landscaping, garbage pickup, water and sewer service, recreational programs; the operation and maintenance of recreational facilities, including personnel necessary for implementation, administration, expenses, working capital, rental and acquisition of real or personal property; and such expenses as the Association, in its opinion, shall determine to be necessary and desirable including the establishment and maintenance of a cash reserve and a sinking fund for all of the foregoing purposes, including, but not limited to, an adequate reserve fund for the maintenance, replacement and repair of those elements of the Common Area which must be replaced on a periodic basis, to be charged against the Owners as part of their regular assessment. In the event repairs are required resulting from negligent acts of an Owner, or the Owner's family, guests, employees, invitees or lessees, the Association shall be reimbursed forthwith by such Owner therefor.



### **Section 3. BASIS OF ASSESSMENTS.**

- (a) **Utility Charges.** Water, sewer, electricity, cable television and all other public utility charges incurred in operating, maintaining, repairing, replacing, or administering the Common Area or offsite facilities, based upon actual charges levied by the respective public utility or municipality.
- (b) **Common Area Expenses; Special Fees.** Maintenance, repair, replacement, administration and operation of the Common Area, all of which expense may take into account any sinking fund established for future expected expenditures. A separate fee may be levied by the Association for participants in a special program, for supplies, for specialized classes, or for special tours, functions or other activities, all of which activities are to be voluntary only. Such separate fee is not to be considered a Common Area Expense.
- (c) **Dwelling Unit Exterior Maintenance.** Maintenance, repair and replacement of the Dwelling Unit Exteriors (as hereinafter provided).
- (d) **Individual Assessments.** The Association shall have the right to add to any Owner's assessment as provided in this Article those amounts expended by the Association for the benefit of any individual Dwelling Unit and the Owner thereof, for maintenance, repairs, and replacements caused by the negligent or willful acts of any Owner, his family, guests, employees, licensees, lessees or invitees.
- (e) **Levy of Assessments; Estimation of Assessments; Adjustment; Actual Overage and Shortage.** During the last month of each calendar year, the Board shall determine the estimated annual assessment payable periodically during the following year by each Owner; provided, however, that said assessments may be adjusted upon a finding of necessity by the Board, but no more than twice in any one year. As soon as practical after the close of each calendar year, actual expenses shall be totaled and any overages or shortages of actual expenses and assessments made shall then be charged or refunded to the Owner.
- (f) **Non-Exemption.** No Owner shall be relieved from payment of any assessment or charge by waiver or suspension of the use of any of the Common Area or by the abandonment or leaving of a Dwelling Unit.
- (g) **Assessment for Completed Un-sold Units.** Declarant's obligation on completed un-sold units for regular and special assessments shall accrue as of the date of the sale and permanent loan closing with regard to those units.

### **Section 4. NON-PAYMENT OF ASSESSMENTS.**

- (a) **Late Charge; Interest; Acceleration; Costs; Attorney Fees; Voluntary Payment By Mortgage.** Assessments and fees shall be due and payable on the first day of each month or the first day of the period fixed for payment of the assessment or fees, and shall become delinquent unless paid ten (10) days thereafter. All unpaid assessments and fees shall be subject to a late charge for non-payment as may be determined from time to time by the Board. If such fees or assessments are not paid within thirty (30) days after the due date, they shall bear interest from the date of delinquency at the rate of twenty percent (20%) per annum or other reasonable rate fixed by the Board and uniformly applied. Failure to make payment within thirty (30) days of the due date thereof shall also cause the full amount of such Owner's estimated annual assessment for the remainder of that year to become due and owing at once, at the option of the Board. In the event it shall become necessary for the Board to collect any delinquent assessments or fees, whether by foreclosure of a lien hereinafter created or otherwise, the delinquent Owner shall pay in addition to the

assessment and late charge and interest hereinabove provided all costs of collection, including reasonable attorneys' fees and costs incurred by the Board in enforcing payment. Any mortgagee holding a lien on a unit may pay, but shall not be required to pay, any unpaid common expenses payable with respect to such unit, and such payment shall not be deemed a waiver by the Association of default by the unit owner.

- (b) **Lien; Recording; Foreclosure; Subordinate To Recorded First Mortgage; Rental; Possession By Association.** The Association is hereby granted a lien against the Owner's Dwelling Unit for any payment or payments which the owner fails to make within thirty (30) days after the due date; provided, however, that (1) such lien shall be effective only upon recordation of a notice thereof in the office of the Clerk and Registrar of Deeds of Oklahoma County, State of Oklahoma, and each Owner, by accepting a deed to his Dwelling Unit, designates any one of the officers of the Association or its duly appointed Manager as agent with full irrevocable power and right to record a notice of said lien in favor of the Association; (2) a lien accruing hereunder shall be foreclosed in the same manner as provided by the laws of real property; and (3) such lien shall be subject and subordinate to and shall not affect the right of a holder of any recorded first mortgage now or hereafter placed on the Dwelling Unit in good faith and for value. The lien hereby given shall also be a lien upon all of the rents and profits of the encumbered Dwelling Unit. In the event of foreclosure, the Owner shall be required to pay reasonable rental to the Association for occupying the same during the period of the foreclosure and, if after the filing of a foreclosure action, the Owner's Dwelling Unit is left vacant, the Board may take possession and rent said Dwelling Unit or apply for the appointment of a receiver for the Dwelling Unit without notice to the Owner. In addition to the lien herein granted, the Board shall have the right to bring an action at law against any Owner who fails to pay any amounts assessed against his Dwelling Unit and obtain a judgment for the amount of the assessment due plus costs as herein provided. The Board shall have the power to bid at the foreclosure sale, and if title is obtained, hold, lease, mortgage and encumber or convey the same.
- (c) **Sale Not Release of Lien.** Sale or transfer of any interest by an Owner shall not affect or release any lien granted the Association herein.
- (d) **Foreclosure Conveyance Extinguishes Lien; Unpaid Amounts Common Expense; Mortgagee Obtaining Title.** In the case of the conveyance of a Dwelling Unit pursuant to foreclosure proceedings or by deed in lieu of foreclosure, such transfer of title shall extinguish the lien for all unpaid assessments made by the Association becoming due before the date of transfer of title or date of first possession, whichever comes first. The amount remaining unpaid with respect to which the lien is extinguished shall be deemed to be a Common Area Expense collectible from all the Owners as such, without prejudice to the right of the Association to recover such amount from the delinquent Owner. Where the holder of the first mortgage of record or other purchaser obtains title to the unit as a result of foreclosure of the first mortgage, such acquirer of title shall not be liable for the share of the common expenses or assessments chargeable to such unit which became due prior to acquisition of title to such unit by such acquirer.

## **ARTICLE 9 - MAINTENANCE**

**Section 1.** **MAINTENANCE OF THE COMMON AREA.** The Association shall provide for the care, operation, management, and repair of the Common Area. Without limiting the

generality of the foregoing and by way of illustration, the Association shall keep the Common Area in good, clean, attractive and sanitary order and repair; may arrange to be furnished to the Common Area and each of the Dwelling Units water, sewer, electricity, cable television, gas and all other necessary utility services (Dwelling Units are to be separately metered for any or all of such services, in which event the obligation to pay for such services shall be that of the Owners with respect to their Dwelling Unit); may maintain and replace all or any portion of the landscaping; may provide for rubbish collection; may remove snow, ice and other materials from the street and walkways; shall keep the Properties safe, attractive and desirable; and may make necessary or desirable alterations or improvements to the Common Area. Nothing herein shall be construed as waiver of any right by the Association to recover for any damage or expense incurred as the result of the willful or negligent action or omission of any person.

**Section 2.**     **WILLFUL OR NEGLIGENT ACTS.** In the event that any maintenance, repair or other work is required because of the willful or negligent action or lack of action of any Owner, his family, guests, tenants, invitees, lessees or licensees and such maintenance, repair or other work is not covered or paid for by insurance for the benefit of the Association, the Board may perform such work or cause the same to be performed at such Owner's cost and expense and may make an assessment to recover payment thereof against such Owner, provided, except in the event of an emergency, any such Owner shall be given ten (10) days' prior notice within which to perform the required maintenance, repair or work.

## **ARTICLE 10 - INSURANCE**

**Section 1.**     **FIDUCIARY LIABILITY INSURANCE.** The Board of Directors shall obtain and maintain, to the extent maintainable, professional and fiduciary liability insurance coverage against dishonest acts on the part of directors, managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

**Section 2.**     **OTHER PERILS.** The Association may, in its sole discretion, elect to carry insurance to cover other perils.

**Section 3.**     **MORTGAGEE'S RIGHTS; DISTRIBUTION OF INSURANCE PROCEEDS.** In the event of substantial damage to, or destruction of, any part of the Common Area, any distribution of insurance proceeds hereunder shall be made to the Owners and their respective Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the first mortgagee of a Dwelling Unit with respect to any such distribution; provided, however, that nothing in this Section 3 shall be construed to deny the Association the right to apply any such proceeds to repair or replace damaged portions of the Common Area. The Association shall notify the appropriate Mortgagee forthwith whenever damage to the Common Area exceeds \$10,000.



**Section 4.**     **WAIVER.** The Association and each Owner hereby waive and release any and all claims which they may have against any Owner, the Association, its officers, members of the Board, its employees and agents, the Declarant and any Manager and its respective employees or agents, for damage to the Properties or to any personal property located on the Properties, caused by any casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

#### **ARTICLE 11 - CONDEMNATION PROCEDURE**

**Section 1.**     **CONDEMNATION OF COMMON AREA.** In the event of a proceeding in condemnation or partial condemnation of any Common Area by any governmental authority authorized so to do, then the proceeds from such condemnation attributable to the Common Area shall be distributed unto the Owners based upon the Assessment Schedule.

#### **ARTICLE 12 - DURATION AND AMENDMENTS**

**Section 1.**     **AMENDMENTS AND REVOCATION; PARTITION, SALE, ENCUMBRANCE, OR SUBDIVISION OF COMMON AREA; CONSENT OF FIRST MORTGAGES; RECORDING AMENDMENTS; DECLARANT'S RIGHTS.** This Amended Declaration shall remain in full force and effect for as long as the Properties remain as a single family home development. Except as hereinafter provided, the Amended Declaration may not be amended or revoked, nor may any Common Area used or held for the benefit of all the Dwelling Units on the Properties be abandoned, partitioned, subdivided, sold, encumbered or transferred except by a vote of Owners representing not less than seventy-five (75%) of all Owners' interests in the Dwelling Units. Such amendments shall be effective only upon the recording of the amendment signed by the Owners representing not less than seventy-five percent (75%) of all the interest in the Dwelling Units. No amendment to this Declaration shall be in conflict with the laws of the State of Oklahoma.

#### **ARTICLE 13 - GENERAL PROVISIONS**

**Section 1.**     **ENFORCEMENT AT LAW OR IN EQUITY; NOTICE TO MORTGAGEE OF UNCURED DEFAULT.** The Association, or any owner or Declarant, so long as Declarant has a record interest in the covered property, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Amended Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment lines and Association Rules, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any member to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association or any owner shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles or By-Laws and any amendments thereto. A first mortgagee, upon request, will be entitled to written notification from the homeowners association of any default in the performance by the individual unit Borrower of

any obligation under the declaration, by-laws or rules which is not cured within sixty (60) days.

**Section 2.**     **RIGHT TO ASSIGN.** The Association by appropriate instrument may assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may at their option, exercise, transfer or assign such rights, reservations, easements, and privileges, or any one or more of them, at any time in the same way and manner as though directly reserved by them or it in this instrument.

**Section 3.**     **INVALIDITY.** Any provision of this Declaration invalidated in any manner whatsoever shall not be deemed to affect in any manner the validity, enforceability or effect of the remainder of this Amended Declaration, and in such event, all of the other provisions of this Amended Declaration shall continue in full force and effect as if such invalid provision has never been included herein.

**Section 4.**     **CLAIMS.** No claim or cause of action shall accrue in favor of any person in the event of the invalidity of any provision of this Amended Declaration or for failure of the Association or Declarant to enforce a provision hereof. This Section may be pleaded as a full bar to the maintenance of any suit, action, or arbitration brought in violation of this provision.

**Section 5.**     **WAIVER.** No provision contained in this Amended Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

**Section 6.**     **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 Amended Declaration nor the intent of any provision hereof.

**Section 7.**     **GENDER.** The use of the masculine gender in this Amended Declaration shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, when the context so requires.

**IN WITNESS WHEREOF,** the necessary percentage of Owners have caused this Amended Declaration to be executed on the 26<sup>th</sup> day of April, 2005, as evidenced by the attached Ballots and Proxies.

**Exhibit "A" LEGAL DESCRIPTION**

**A TRACT OF LAND LOCATED WITHIN SECTION EIGHT (8), TOWNSHIP THIRTEEN NORTH (T. 13 N.), RANGE THREE WEST (R. 3 W.), INDIAN MERIDIAN, OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED WITHIN THE PLATS FOR BRASSWOOD, SECTIONS ONE, TWO (A REPLAT OF SECTION ONE), THREE, FOUR, FIVE, AND SIX, AN ADDITION TO OKLAHOMA CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLATS THERETO**