

DECLARATIONS OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR BROOKHAVEN ESTATES

AS AMENDED

THIS DECLARATION, made on the 30th day of November, 1971, by The American-First Title & Trust Company, a corporation, organized under and existing by virtue of the laws of the State of Oklahoma, hereinafter referred to as "DECLARANT",

W I T N E S S E T H:

WHEREAS, DECLARANT is the owner of certain real property located in the cities of Oklahoma City and Warr Acres, Oklahoma County, State of Oklahoma, which is more particularly described as follows:

A portion of the South Half (S-1/2) of the Northeast Quarter (NE-1/4) of Section 4, Township 12 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma, and more particularly described as follows:

BEGINNING at the Southwest corner of said South Half of the Northeast Quarter of said Section 4; Thence from said point of beginning South 89°51'13" East along the South line of said Northeast Quarter a distance of 1313.48 feet to the Southeast corner of the Southwest Quarter of the Northeast Quarter; thence South 89°13'45" East along the South line of said Southeast Quarter of the Northeast Quarter a distance of 249.50 feet to the Southwest corner of Block 4 of the MacARTHUR TERRACE ADDITION to WARR ACRES, Oklahoma, according to the recorded plat thereof; thence North 0°01'18" West along the West line of said MacARTHUR TERRACE ADDITION a distance of 910.01 feet to the South line of Block 1 of the EVANS ADDITION to the City of Warr Acres, Oklahoma, according to the recorded plat thereof; thence North 89°53'44" West along the South line of said EVANS ADDITION a distance of 402.63 feet; Thence North 19°04'48" East along the West line of said EVANS ADDITION a distance of 245.05 feet; thence North 23°42'12" West along said West line of the EVANS ADDITION a distance of 91.88 feet; thence North 46°10'12" West along said West line of the

EVANS ADDITION a distance of 100.45 feet; thence North 2°18'48" East along the West line of the EVANS ADDITION a distance of 29.82 feet to a point on the North line of the Southwest Quarter of said Northeast Quarter, said point being located a distance of 182.30 feet West of the Northeast corner of said Southwest Quarter of the Northeast Quarter; thence North 89°13'45" West along the North line of said Southwest Quarter of the Northeast Quarter, which is further identified as being the South line of ROBERTS BROOKHAVEN ADDITION to the City of Oklahoma City, Oklahoma, according to the recorded plat thereof, a distance of 734.28 feet; thence South 0°46'15" West a distance of 230.00 feet along the East line of Block 4 of said ROBERTS BROOKHAVEN ADDITION; thence North 89°13'45" West along the South line of said Block 4 a distance of 393.45 feet to a point on the West line of said Northeast Quarter of Section 4; thence South 0°03'38" West along the West line of said Northeast Quarter a distance of 1104.30 feet to the point or place of beginning; containing 41.749 acres more or less.

AND WHEREAS, it is the purpose of this Declaration to cause said real property to be surveyed and platted, under the name of "BROOKHAVEN ESTATES" as a community unit development and to create and include as part thereof permanent open areas, lakes, playgrounds, parks with improvements, buildings and structures erected or to be erected thereon, and other common facilities for the benefit of this particular community;

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

AND WHEREAS, there will be incorporated under the laws of the State of Oklahoma, a non-profit corporation, an entity to be known as The Pines (Brookhaven Estates) Association, Inc., for the purpose of exercising the aforementioned functions;

NOW, THEREFORE, DECLARANT does declare that the real property described in Article III hereof is and shall be held, sold, conveyed and occupied subject to the covenants, restrictions, dedications, easements, charges and liens (herein sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or any part thereof, and shall inure to the benefit of each owner thereof. Any other provision hereof to the contrary notwithstanding, DECLARANT hereby authorizes and designates American-First Title & Trust Company, to act for and on behalf of DECLARANT for any and all purposes and to the same extent as DECLARANT under the terms hereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean and refer to The Pines (Brookhaven Estates) Association, Inc., a corporation to be incorporated under the laws of the State of Oklahoma, its successors and assigns.

B. "Properties" shall mean and refer to that certain real property described in Article III, and such additions thereto and other real property within the Section 4, T-12-N, R-4-W, of the I.M., as may hereafter be annexed thereto and/or brought within the jurisdiction of and subject to assessment by the Association.

C. "Common Areas" shall mean all real property, whether improved or unimproved, owned, leased, or controlled by the Association for the common use and enjoyment of members of the Association.

D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of all or any part of the Properties with the exception of the Common Areas.

E. "Corner Lot" shall mean any lot which abuts other than at its rear line upon more than one street and/or Common Area.

F. "Street" shall mean any street, lane, drive, boulevard, court circle, road, place, manor or terrace as shown on the attached plat.

G. "Member" shall mean and refer to every person and/or entity who holds membership in the Association.

H. "Building Limit Line" shall mean the line so designated on the plat.

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

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

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

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

(3) "Association Fences" shall refer to any fence erected or placed on any Common Area, and erected by The Pines (Brookhaven Estates) Association, Inc.

(4) "Public Fences" is any fence adjacent to, abutting upon or bordering areas dedicated to the public or along the outer lines of the platted area.

K. "Developer" shall refer to Covington, Horton and Covington, a partnership, their successors or assigns.

L. "Owner" shall mean and refer to the record owner, whether one or more persons, of a fee simple title to any lot which is or may become a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

M. "Southwest Quarter" shall mean the Southwest Quarter and that portion of the Southeast Quarter described in Article III hereof, all being in Section 4, Township 12 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma.

ARTICLE II

FUTURE INTENT

Section 1. Although this Declaration includes only the real property described in Article III hereon, it is the intention of the DECLARANT and the Developer may cause additional declarations to be filed with respect to the remainder of the Section 4, which additional declarations will be complementary in concept to this Declaration, and which future declarations will provide for the addition of owners in such other areas as members of the Association and of additional Common Areas to be owned by the Association. During its existence, the Association will include, as members, every Owner within the Southwest Quarter except the Owner(s) of a Lot which is neither a single-family residential or multi-family residential Lot.

Each member of the Association will be subject to its Articles of Incorporation, By-Laws, rules and regulations, as from time to time established and/or amended. The Common Areas which will be owned by the Association, a portion of which are included in the attached plat, may ultimately include other lands within Section 4, T-12-N, R-4-W of the I.M., which are not included in this plat.

Section 2. If within fifteen (15) years of the date of incorporation of the Association, the DECLARANT should develop additional lands within the Section 4, T-12-N, R-4-W, such additional lands may be annexed to the said Properties without the assent of the Members.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration is located in the Cities of Oklahoma City and Warr Acres, Oklahoma County, State of Oklahoma, and is more particularly described as follows:

A Portion of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of Section 4, Township 12 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma, and more particularly described as follows:

BEGINNING at the Southwest corner of said South Half of the Northeast Quarter of said Section 4; thence from said point of beginning South 89°51'13" East along the South line of said Northeast Quarter a distance of 1313.48 feet to the Southeast corner of the Southwest Quarter of the Northeast Quarter; thence South 89°13'45" East along the South line of said Southeast Quarter of the Northeast Quarter a distance of 249.50 feet to the Southwest corner of Block 4 of the MacARTHUR TERRACE ADDITION to WARR ACRES, Oklahoma, according to the recorded plat thereof; thence North 0°01'18" West along the West line of said MacARTHUR TERRACE ADDITION a distance of 910.01 feet to the South line of Block 1 of the EVANS ADDITION to the City of Warr Acres, Oklahoma, according to the recorded plat thereof; thence North 89°53'44" West along the South line of said EVANS ADDITION a distance of 402.63 feet; thence North 19°04'48" East along the West line of said EVANS ADDITION a distance of 245.05 feet; thence North 23°42'12" West along said West line of the EVANS ADDITION a distance of 91.88 feet; thence North 46°10'12" West along said West line of the EVANS ADDITION a distance of 100.45 feet; thence North 2°18'48" a distance of 29.82 feet to a point on the North line of the Southwest Quarter of said Northeast Quarter, said point being located a distance of 182.30 feet West of the Northeast corner of said Southwest Quarter of the Northeast Quarter; thence North 89°13'45" West along the North line of said Southwest Quarter of the Northeast Quarter, which is further identified as being the South line of ROBERTS BROOKHAVEN ADDITION to the City of Oklahoma City, Oklahoma, according to the recorded plat thereof, a distance of 734.28 feet; thence South 0°46'15" West a distance of 230.00 feet along the East line of Block 4 of said ROBERTS BROOKHAVEN ADDITION; thence North 09°13'45" West along the South line of said Block 4 a distance of 393.45 feet to a point on the West line of said Northeast Quarter of Section 4; thence South 0°03'38" West along the West line of said Northeast Quarter a distance of 1104.30 feet to the point or

place of beginning; containing 41.749 acres more or less.

ARTICLE IV

MEMBERSHIP IN THE ASSOCIATION

Every person who is a record owner of a fee or undivided interest in any single-family residential and multi-family residential lot covered by this Declaration and any future declaration covering all or any part of the Southwest Quarter which is subject by covenant of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

ARTICLE V

OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS

Section 1. It is contemplated that all of the Common Areas in the Southwest Quarter will ultimately be owned by the Association. Until such time as record ownership of the Common Areas is vested in the Association, the members of the Association shall have the exclusive right to use the Common Areas as hereinafter specified.

Section 2. Every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

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

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

C. The right of the Association, in accordance with

its Articles of Incorporation, and By-Laws, to borrow moneys for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said property, and the rights of said mortgagee in said properties shall be subordinate to the rights of the members hereunder.

D. The right of the Association to suspend the voting rights and right to use the recreational facilities by a Member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for an infraction of its published rules and regulations.

E. The right of the Association, with the prior consent of the Developer, to dedicate or transfer all or any part of the Common Areas to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Association.

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

Section 4. DECLARANT hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Areas which shall be every part of the Southwest Quarter not platted as Lots, Blocks, Streets, or utility easements to the Association, free and clear of all encumbrances and liens, prior to July 1, 1973.

Section 5. The Association shall control, maintain, manage and improve the Common Areas as provided in this Declaration and in its Articles of Incorporation and By-Laws. Such right and power of control and management shall be exclusive.

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

(a) Persons who are not Class C Members and who occupy living units owned by Class C Members, whether by

lease or otherwise, may not use the Association's swimming facilities, unless as a guest of Class A or Class B Member;

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

ARTICLE VI

CLASSES OF MEMBERS AND VOTING RIGHTS

The Association shall have four (4) classes of voting membership as follows:

Section 1. Voting Classes.

Class A. Class A members shall be all those Owners of single-family residential Lots with the exception of DECLARANT. Class A members, when a class vote is required, shall vote as a class. Each Class A member shall be entitled to one vote for each Lot in which he holds the interest required for membership by Article IV. When more than one person holds such 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.

Class B. The Class B members shall be all those Owners of multi-family residential Lots upon which is erected a multi-family residential structure containing more than one but less than five living units. Class B members, when a class vote is required, shall vote as a class and each Class B member shall be entitled to one vote for each living unit contained in a multi-family structure(s) erected upon a Lot of which the Class B member holds the interest required for membership by Article IV. When more than one person holds such 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 per living unit be cast with respect to any Lot.

Class C. The Class C members shall be all those Owners of multi-family residential Lots upon which is erected a multi-family residential structure containing five or more living units. Class C members, when a class vote is required, shall

vote as a class and each Class C member shall be entitled to one vote for each living unit contained in a multi-family structure(s) erected upon a Lot of which the Class C member holds the interest required for membership by Article IV. When more than one person holds such 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 per living unit be cast with respect to any Lot.

Class D. The Class D member(s) shall be the Developer. The Class D member(s) shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Article IV.

Section 2. Commencement of Voting Rights. Until such time as a plat or plats of the entire Southwest Quarter has been filed of record and approved by the Cities of Oklahoma City and Warr Acres, Oklahoma, as their interests appear, and a written declaration by the Developer to such effect has been filed of record, only the Class D member(s) shall be entitled to vote unless the proposal to be voted on:

(a) Provides for an increase in the annual assessment which, pursuant to Article VII hereof, requires the approval by the members of the Association; or

(b) Provides for special assessments for capital improvements in either of which events the Class A, B, and C members shall vote as a class as provided for herein.

Section 3. Class Votes. Each class of members shall be entitled to vote, as a class, only when the proposal to be voted on:

(a) Provides for an increase in the annual assessment as to such class and which proposed assessment requires the approval by the members of the Association pursuant to Article VII hereof;

(b) Provides for special assessments for capital improvements to be assessed against the particular class;

(c) Provides for merger, consolidation, liquidation or dissolution of the Association;

(d) Provides for the sale of all or substantially all of the assets or properties of the

Association; provided, however, that the mortgage, pledge or hypothecation of all or substantially all of the assets or properties of the Association for the purpose of obtaining funds or credit with which to acquire, improve or repair all or any part of such assets or properties of the Association shall not be deemed a sale of all or substantially all of the assets or properties of the Association;

(e) Provides for the election of directors of the Association in accordance with the By-Laws of the Association.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. The DECLARANT, for each Lot owned within the Properties and for each additional Lot which may hereafter come within the jurisdiction of the Association, and each Owner of any Lot in any platted area which is a part of the Southwest Quarter, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, paramount and superior to any homestead or other exemption provided by law, from the date that notice of such lien is filed of record by the Developer, the Association or any Owner. Each such assessment, together with such interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien above mentioned arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Properties, and, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to

the use and enjoyment of the Common Areas and of dwellings, homes and other structures situated upon the Properties, including, but not limited to, the maintenance of insurance thereon, repairs, replacements and additions thereto, ad valorem and other property taxes and assessments levied thereon, for the cost of labor, equipment, materials, management and supervision thereof, and utility services for the Common Areas.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be as follows:

<u>Type of Member</u>	<u>Amount</u>
Class A	\$200.00 per year
Class B	\$120.00 per year per living unit

A. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conjunction with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment as to any or all classes of members may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding two (2) years and at the end of each such period of two (2) years, for each succeeding two (2) years; provided that, any such charge as to any class shall have the assent of a majority of the members of such class, pursuant to votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) nor more than forty (40) days in advance of the meeting setting out the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

C. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may

fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy in any assessment year, as to any or all classes of Members, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; provided that, any such assessment as to any class shall have the assent of at least two-thirds (2/3) of the Members of such class of members, pursuant to votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; provided further, that the maximum amount of any special assessment which may be assessed against any Member of any class in any assessment year shall not exceed an amount equal to twice the annual dues assessed against said Member for the same year.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each class of Members and may be collected on at least a quarterly basis.

Section 6. Quorum for Meetings. At any meeting of the Members of the Association, the presence at the meeting of the Members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum; provided, however, that if a quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members as required herein for the transaction to be considered at an adjourned meeting, and at the adjourned meeting whatever Members are present shall constitute a quorum.

Section 7. Commencement Date of Annual Assessments. The annual assessments provided for herein shall commence as to each Lot on the first day of the calendar month following the date on which a single-family home or multi-family units is constructed thereon and first occupied by the Owner or by any other person occupying all or any part of such structure with the consent of the Owner, whether such occupancy be by lease or otherwise. Within ten (10) days after a single-family home or any multi-family living unit is initially occupied by any person, whether

by lease or otherwise, the Owner thereof shall furnish written notice of the commencement of such occupancy to the Association. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The annual assessment year shall be the calendar year commencing January 1 and the first annual assessment above provided shall be for that unexpired portion of the year remaining upon the Commencement date. The due date(s) shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments and Remedies. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from its due date at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay same, and/or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of all first real estate mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The lien of assessment shall abate during the time title to any lot is held by an instrumentality of the United States Government.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments:

(a) All properties dedicated to and accepted by a local public authority;

(b) The Common Areas.

ARTICLE VIII

USES OF LAND

The following:

Lots 1 through 9, both Inclusive, Block 1
Lots 1 through 10, both inclusive, Block 2
Lots 1 through 5, both inclusive, Block 3
Lots 1 through 10, both inclusive, Block 4
Lots 1 through 7, Block 5
Lots 1 through 5, both inclusive, Block 6
Lots 1 through 8, both inclusive, Block 7
Lots 1 through 17, both inclusive, Block 8
Lots 1 through 21, both inclusive, Block 9
Lots 1 through 13, both inclusive, Block 10

shall be used for private residence purposes only. No store or business, no gas or automobile service station, and no flat, duplex or apartment house, though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses, and such dwelling house being designed for occupancy for a single family in its entirety.

Lots 1 through 5, both inclusive, Block 6 and Lots 1 through 17, both inclusive, Block 8, may be used as above or may be used as two-family residence commonly known as two-family residence commonly known as a duplex but no store or business or commercial activity shall be carried on from such structures on said lots in Blocks 6 and 8 and such duplex shall be designed for occupancy by not more than two families in its entirety.

The Common Areas shall be all those parts of the above described property not specifically platted as Lots, Blocks, Streets, or utility easements.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

Rental. Effective November 9, 2010, no dwelling on any lot shall be rented to a tenant under the U.S. Department of Housing and Urban Development Housing Choice Voucher Program (commonly referred to as Section 8 rental).

Any owner of real property who violates this provision shall be liable to the Homeowner's Association the full amount of rental collected through the voucher program each month, together with interest thereon, at the statutory rate. Interest shall accrue from the date the owner collects the first payment from either the U.S. Department of Housing and Urban Development or from an authorized local public housing agency (PHA) which is administering the voucher program.

If any member of the HOA suspects an owner has violated this prohibition against Section 8 rentals, the member shall contact a board member. The Board is hereby authorized to send a written request to the owner of the property in question, asking for a copy of the rental agreement in question, and to make further reasonable inquiry about that rental agreement.

This provision is enforceable by the Board, or by any member of the HOA, in District Court. If a District Court proceeding is necessary, and if the home owner is found to be in violation of this prohibition, the homeowner shall also be required to pay court costs and reasonable attorney fees. If the homeowner is found not to have violated this prohibition, the homeowner is entitled to reasonable costs and attorney fees.

Notwithstanding any other provision of this prohibition, no owner who is renting his hers or their property under the U.S. Department of Housing and Urban Development Housing Choice Voucher Program (commonly referred to as Section 8 rental) before November 9, 2010 shall be required to terminate the current rental contract, or a renewal of a contract which was in effect on November 9, 2010. Neither shall any homeowner be required to eject a current Section 8 renter for as long as the same renter occupies the property.

ARTICLE IX

ARCHITECTURE, SIZE, MATERIAL, PLOTTING AND FENCING

Section 1. Architecture. Complete elevations for any structure proposed to be erected must first be submitted to the Developer and written approval thereof obtained from the Developer prior to the commencement of any construction upon each and all lots in Blocks 1 through 10, both inclusive, or Brookhaven Estates.

Section 2. Size and Height. Residences constructed shall be the height and contain the minimum floor space, as follows: All lots in Blocks 1 through 10, both inclusive, Brookhaven Estates, shall have constructed thereon a residence with a minimum floor frame area of 2,000 square feet. In computing the required square footage, the basement, attached porches and garages shall be excluded.

One and one-half and two-story houses may be constructed and the minimum square footage requirements may be lessened or waived on any of the above lots provided the Developer has received a complete set of the house plans and has given written approval thereof in advance to the party proposing the construction of the one and one-half or two-story house or the reduction in minimum square footage.

Section 3. Materials. The principal exterior of first story of any residence shall be at least eighty percent (80%) brick, stone or stucco, and twenty percent (20%) may be of frame, asbestos, shingles, logs or other material which will blend together with the brick, stone or stucco. It is the intention of this restriction to allow panels of other materials than brick, stone or stucco to be used but in no event shall a continuing wall consisting of twenty percent (20%) of the exterior of the residence be built of any material other than brick, stone or stucco. This restriction is intended to restrict the principal exterior of residences to masonry in their construction, but is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved, in advance, by the Developer.

Roofs are to be of wood shingles, shakes, clay, tile or stone; any other roofing materials to be used shall be subject to

the approval, in advance, in writing, of their use by the Developer.

Section 4. Plotting. A complete set of plans, materials, size, use of structure, plot plan, etc., shall be submitted to the Developer for its written approval in advance of construction.

Section 5. Fencing. All fencing of the following types must be approved by the Developer in advance of its installation:

- (a) Common area fence;
- (b) Association fence;
- (c) Public fence;
- (d) Any other fence which will extend beyond the front of any building structure;
- (e) Adjoining fences.

No fence shall exceed six (6) feet in height except Common Area fences shall not exceed four (4) feet in height such height to be measured from the level ground.

All adjoining fences must be set back at least two (2) feet from the front of any building structure upon which the fences may abut, unless such fence is determined by the Developer to be equivalent of the building structure. These restrictions may be waived, in whole or in part, by the Developer.

Section 6. Construction. Upon the commencement of excavation for construction on any lot or lots in this plat, the work must be continuous, weather permitting, until the house, etc., is completed. No delay in the course of construction within a period of three (3) months will be permitted, unless further extension of time for the completion of said house, etc., is given by the Developer. If no such consent is given, the Developer or their designee may, but shall not be obligated to, complete such construction.

ARTICLE X

SET-BACK OF BUILDING STRUCTURES FROM STREETS

No building structure or part thereof, shall be erected or maintained on any of the lots in Brookhaven Estates Addition nearer to the front street or the side street than the front building limit line or the side building limit line as shown on said plat.

Any deviation from the above must have the prior written approval of the Developer.

ARTICLE XI

FREE SPACE

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event no building shall be located in any lot nearer than twenty-five (25) feet to the front lot line nor nearer than fifteen (15) feet to any side street line. No building shall be located nearer than five (5) feet to the side lot lines. For the purposes of this covenant, eaves, steps, sidewalks, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit a portion of a building on a lot to encroach upon another lot.

ARTICLE XII

PARKING, STORAGE AND EASEMENTS

No parking and/or storage of trailers, boats and/or vehicles including but not limited to trucks of all sizes, travel trailers, campers, mobile homes, self-contained mobile homes, and any other vehicles which are not normally used as every day transportation will be allowed on streets, lots or common areas, except where adequate screening has been previously provided and the Developer or Association has given its prior written approval thereto. No motorboats shall ever be allowed on any lake in the platted area and only row boats and sailboats not to exceed fourteen (14) feet in length shall be allowed thereon upon prior written approval of the Developer or Association.

The Developer reserves the right to locate, construct, erect, and maintain, or cause to be constructed, erected and maintained in and on the areas indicated on the plat as easements, sewer and other pipeline conduits, poles and wires, and any other method of conducting or performing any 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.

The owner of any lot abutting the common area and who must, in order to avail himself of the utilities, enter and/or cross a

common area, shall have an easement to do so provided that said lot owner shall use the most direct, feasible route in entering upon and crossing said common area and shall restore the surface of the common area so entered and/or crossed to its original condition at the expense of the lot owner.

ARTICLE XIII

REARRANGING, RE-SUBDIVIDING OR REPLATTING

No rearranging, re-subdividing or replatting may be done without the prior written consent of the Developer.

ARTICLE XIV

SIGNS, BILLBOARDS AND MISCELLANEOUS STRUCTURES

No signs or billboards will be permitted upon this property, except those advertising the sale or rental of such property, provided that such signs do not exceed six (6) square feet in area or those for which written approval has been obtained in advance from the Developer or the Association.

No miscellaneous structures are allowed on this property without the prior written approval of the Developer or Association. These miscellaneous structures include, but are not limited to outbuildings (building structures not attached or forming a part of the principal living structure), tents, storage tanks, tool sheds, kennels, pool houses, pergola, greenhouses, any temporary structures, etc. This is not intended to prohibit outbuildings, etc., but only to control the use thereof for the protection of all owners.

ARTICLE XV

GENERAL

No tank for the storage of oil or other hydrocarbon fluid may be maintained above the ground on any of these lots.

No pergola or any detached structure or building for purely ornamental or other purposes shall be erected on any part of any lot in front of the building limit line without the prior consent of the Developer or Association.

The keeping or housing of poultry, cattle, horses, or other livestock, of any kind, or character, is prohibited on any lot.

No trash, ashes or other refuse may be thrown or dumped in any vacant lot or in any water areas in the platted area.

No garage or outbuilding on any lot shall be used as a residence or living quarters except by servants engaged on the premises, without the prior written consent of the Developer.

No house or outbuilding shall be moved to any lot from any other locality, without the prior written consent of the Developer. No building or other structure shall be constructed or maintained upon any lot which would in any way impede natural drainage without the prior consent of the Developer. No grading, scraping, excavation or other rearranging or puncturing of the surface of any lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or sub-surface utility line, wire or easement, or which will or may tend to disturb the minimum or maximum sub-surface depth requirement of any utility line, pipe, wire or easement.

No plantings, foliage, trees or similar natural or man-made landscaping items shall be placed in front of the building line on any lots in Blocks 1 through 10, which would or could impede site level in any area from 3 to 6 feet above ground level, without the prior written consent of the Developer.

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

No pumping of water from any of the lakes for use by private individuals shall be allowed.

No swimming or other use of the lakes in the platted area shall be allowed except under the specific written direction and regulations of the Association.

No leaching cesspool shall ever be constructed and/or used on any lot and/or block in Brookhaven Estates Addition.

No building shall be erected or placed upon any utility easement, and no material or refuse shall be placed or stored on any drainage easement, except that clean fill may be placed thereon, provided the water course is not altered or blocked by such fill.

The prohibition against erection of building or structures on utility easements shall not apply to transformer vault

structures that may be placed within the easements on any lot or portion of a lot in Brookhaven Estates Addition that is used exclusively in connection with the furnishing of public utility service to such Addition.

ARTICLE XVI

RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the owners of said lots, their successors, trustees, or assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect to breach committed during its, his, or their ownership of title to said land, and the owner or owners of any of the above land or lots or the Association shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to the ordinary legal action for damages and the owner of the lot or lots or building site permitting the violation of such restriction and/or conditions shall pay all attorney fees, court costs and other necessary expenses incurred by the person or entity instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, said attorney fees to be fixed by the Court, and the amount of said attorney fees, court costs, and other expenses allowed and assessed by the Court for the aforesaid violation or violations shall become a lien upon the land, as of the date legal proceedings are originally instituted, and said lien shall be subject to foreclosure in such action so brought to enforce such restrictions, in the same manner as liens upon real estate, the procedure as to which is fixed by statute. It is expressly set forth that any violation of restrictions or covenants in here may also be enforced by appropriate action in Court as above provided by the Association upon a vote of a majority of the Board of Directors at any regular or special meeting called in compliance with the outline of its By-Laws set out previously above.

ARTICLE XVII

JUDGMENT CONCLUSIVE

The Developer shall, in all cases, have the right to say and determine which are the front streets, side streets, rear and side property lines on any lot, and also the setback from said lines necessary to conform to the requirements hereof, and also to approve or disapprove roofing materials to be used if other than wood Shingles, shakes, clay tile, or stone, and its judgment and determination thereof shall be final and binding upon all parties. This section and the provisions contained herein pertaining to written consent of the Developer and other rights and privileges of the Developer, shall govern all of the lots herein platted.

ARTICLE XVIII

DURATION

All of the restrictions set forth herein shall continue and be binding upon DECLARANT and Developer, and upon their successors, trustees and assigns, for a period of twenty-one (21) years from the date of this instrument, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of three-fourths (3/4) of the lots herein platted may, at the end of such twenty-one (21) year term or at the end of any successive ten (10) year period thereafter, by a written instrument signed by all of such persons vacate or modify all or any part of this Declaration.

ARTICLE XIX

INVALIDATION OF ANY RESTRICTION OR COVENANT

Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF the DECLARANT has set its hand and seal this 30TH day of November, 1971.

AMERICAN-FIRST TITLE AND TRUST
COMPANY, a corporation

By /s/ B.B. Rice
Vice-President

ATTEST:

/s/
Secretary

STATE OF OKLAHOMA)
)SS.
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public, in and for said County and State on this 30th day of November, 1971, personally appeared B.B. Rice, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

_____/s/_____
Notary Public

My Commission Expires:

BY-LAWS
OF
THE PINES (BROOKHAVEN ESTATES) HOMEOWNERS ASSOCIATION, INC.

ARTICLE I.

This Oklahoma nonprofit corporation shall be known as The Pines (Brookhaven Estates) Homeowners Association, Inc.

ARTICLE II.

MEMBERSHIP AND VOTING RIGHTS.

1. Every person who is a record owner of a fee or undivided interest in any single family residential and multi-family residential lot contained in the plats of Brookhaven Estates Additions to Oklahoma City and to Warr Acres shall be a member of the Association. "Owner" shall mean and refer to the record owner, whether one or more persons, of a fee simple title to any lot which is or may become a part of the properties, but the foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership. Annual assessment must be paid current before vote of Owner will be valid.

2. The Association shall have three (3) classes of voting membership as follows:

(a) Class A. Class A members shall be all those Owners of single-family residential Lot. Class A members, when a class vote is required, shall vote as a class. Each Class A member shall be entitled to one vote for each Lot in which he holds the interest required for membership. When more than one person holds such 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.

(b) Class B. The Class B members shall be all those Owners of a multi-family residential Lots upon which is erected a multifamily residential structure containing more than one but less than five living units. Class B members, when a class vote is required, shall vote as a class and each Class B member shall be entitled to one vote for each living unit contained in a multifamily structure(s) erected upon a Lot of which the Class B member holds the interest required for membership. When more than one person holds such 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 per living unit be cast with respect to any Lot.

(c) Class D. The Class D member(s) shall be the Developer. The Class D member(s) shall be entitled to three (3) votes for each lot in which it holds the interest required for membership when a class vote is required and shall be entitled to one (1) vote for each lot in which it holds the interest required for membership on all other matters.

3. Members shall vote as a class only when the proposals to be voted on deal with the matters enumerated in Article VI, Section 3 of the Declarations of Covenants, Conditions and Restrictions for Brookhaven Estates filed with the County Clerk for the County of Oklahoma, December 1, 1971, in Book 4014, at

Page 920. In all other matters members shall cast one vote per Lot.

ARTICLE III.

MEETING OF THE GENERAL MEMBERSHIP.

1. The annual business meeting of the membership of The Pines Brookhaven Estates) Homeowners Association, Inc., shall be held in the month of May until otherwise changed, or as soon thereafter as is practical. The meeting shall be held at such place as is designated by the officers of the Association.

2. At such annual meeting the homeowners shall elect from their membership members to the Board of Directors, except that Directors need not be elected until the first Board of Directors complete their initial three-year term; and the homeowners shall conduct all other appropriate business that is presented to them.

3. At any meeting of the Members of the Association, the presence at the meeting of the Members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum; provided, however, that if a quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members as required herein for the transaction to be considered at an adjourned meeting, and at the adjourned meeting whatever Members are present shall constitute a quorum.

ARTICLE IV.

DIRECTORS.

The control of this Association shall be vested in a Board of Directors composed of not less than three nor more than five members.

1. The Directors shall be elected by the member homeowners of the Association and shall serve one-year terms, and until their successors are elected and qualify, with the exception that the members of the first Board of Directors and the officers originally elected by them shall have a three-year term of office for their first term, and until their successors are elected and qualify. The directors shall be elected from the membership of the homeowners, except that the original three directors constituting the first Board of Directors need not be homeowners during the duration of their first term of office.

2. The Directors shall have control and management of the property constituting the common areas contained in the plats of Brookhaven Estates Addition to Oklahoma City and to Warr Acres in Oklahoma County and the business of the Association; they shall elect the following officers of the Association, to serve the terms as above set forth and until their successors are chosen and have taken office, which officers shall be elected from the membership of the Board of Directors: President of the Association, one or more Vice-Presidents, Secretary and

Treasurer, provided that two offices may be held by the same person except that the President shall not also hold the office of Secretary. Assistant Secretary and Assistant Treasurer may be elected, if the Board desires same.

3. Meetings of the Directors shall be held annually or more frequently if and as the Board shall find necessary. At such meetings, the Directors shall receive the reports of officers, and transact such other business as may come before them. A majority of the Directors shall constitute a quorum, and the votes of a majority of a quorum of the Directors shall constitute a binding act of the Association. Meetings of the Directors shall be held at the Registered Office of this corporation or such other place as they shall designate, either in Oklahoma or elsewhere. Notice of the meetings must be given by the Secretary in writing, to all the Directors at least five days prior to the meeting. Special meetings of the Directors may be called at any time by the President of the corporation or by any two of the Directors. A notice thereof, in writing, must be given to each Director at least five days in advance of such meeting. Each notice provided for in this section may be waived by the written consent of all of the Directors. Any notice required may be given by mailing to the address of the Director as shown on the books of the Association.

4. The compensation of the officers and Directors, if any,

shall be fixed by the Board of Directors. Directors as such, need not receive any salary for their services, provided that nothing herein contained shall be construed to preclude any Director from receiving a salary as a Director and from serving the Association in any other capacity or receiving compensation therefor.

5. In addition to the powers and authorities of these By-Laws expressly conferred upon them, the Board of Directors may exercise such powers of the corporation and do all lawful acts and things as are not precluded by statute or by the certificate of incorporation or by these by-laws.

6. The Directors shall annually make a full report of all the Association's property, real and personal, held and managed by it, and of the condition thereof, and all their affairs, to the member homeowners of the Association.

ARTICLE V.

OFFICERS.

The officers of the corporation shall be chosen by the Directors, and shall be a President, one or more Vice-Presidents, Secretary and Treasurer, and Assistant Secretaries and Assistant Treasurer, if the Board desires, provided that two offices may be held by the same person, except that the President shall not also hold the office of Secretary.

1. The Board of Directors at its first meeting after each annual meeting of the membership of The Pines (Brookhaven Estates)

Homeowners Association, Inc., shall choose the above officers, as above stated, from those elected to the Board of Directors.

2. The Board may appoint such other officers, agents, and hire employees as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

3. The salaries and compensation, if any, of all officers, agents, and employees of the Association shall be fixed by the Board of Directors.

4. The officers of the Association shall hold office until their successors are chosen, qualify and take office in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors.

ARTICLE VI.

PRESIDENT.

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Board of Directors and he shall see that all orders and resolutions of the Board are carried into effect.

1. He shall execute contracts, bonds, deeds, assignments of notes, and of mortgages, leases, financing statements, security agreements, rental agreements, and other contracts on

behalf of the Association when properly authorized by the Board of Directors.

2. He shall be an ex officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation.

ARTICLE VII.

VICE PRESIDENT.

The Vice Presidents shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, in their order of designation as First Vice President, Second Vice President, etc., executing bonds, contracts, assignments of notes, mortgages and other instruments when so directed by the Board of Directors, and shall perform such other duties as the Board of Directors shall from time to time prescribe.

ARTICLE VIII.

SECRETARY.

The Secretary shall be present at all meetings of Directors, and shall keep full minutes thereof; shall have charge of all records of the Association, together with the seal and the corporation charter, and shall alone have authority to affix the seal unless otherwise authorized by the Board of Directors. He shall give notice of all meetings of Directors as herein

provided; he shall attest all certificates, bonds, deeds, mortgages, leases, and contracts executed by the corporation, and shall have such duties as are usual and customary to such office, or as may be determined by the Directors. The Assistant Secretary, if any, shall act on all above matters, in the absence of the Secretary and as directed by the Board.

ARTICLE IX.

TREASURER.

The Treasurer shall have the custody of the Association funds and keep the full and accurate account of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable affects and items and other credits of the Association in the name of and to the credit of said Association in such banks and depositories as may be designated by the Board of Directors from time to time.

1. He shall disburse the funds of the Association as may be ordered by the Board, all checks to be signed by him, the President, or by such other officer or employee as prescribed by the Board of Directors and shall render to the President and Directors at the regular meeting of said Board or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the company.

2. In the case of his death, resignation or retirement, or removal from office, he or his personal representative shall

restore to the Association all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the company.

3. The Treasurer shall, every three years or whenever the office is vacated, submit to the Board of Directors a certified audit of the accounts of the Association for the previous three years or for the period of time since the last certified audit if it shall not be three years.

ARTICLE X.

VACANCIES.

1. Vacancies on the Board of Directors may be filled by the Board until the next regular annual business meeting of the members of The Pines (Brookhaven Estates) Homeowners Association, Inc., at which time a new Director shall be elected.

2. Vacancies in the offices regularly filled by the Board of Directors may be filled by the Board in the usual manner provided, which new officers shall be elected to serve the remainder of the term of any such vacated office.

ARTICLE XI.

CHECKS.

All checks, bills of sale, or demands for money and notes of the Association shall be signed by the President, Treasurer or by such other officer or employee as the Board of Directors may from

time to time designate; but no change shall be binding upon the banks where the Association keeps its accounts until such bank is notified that such change has been made in writing.

ARTICLE XII.

NONPROFIT CORPORATION.

This corporation is a nonprofit corporation and any excess funds generated by assessments or any other sources from the operation of the real estate and buildings under the control and ownership of this Association shall be used for the maintenance and betterment of the environment of the subdivision in carrying out its purposes as set forth in its Articles of Incorporation. This provision is not to preclude the Board of Directors in their absolute discretion from time to time setting up a reserve fund to meet contingencies, or for expansion or for such other purpose as the Directors shall think conducive to the best interests of the Association and in keeping with the purpose of the Association.

ARTICLE XIII.

SEAL.

The corporation seal of this corporation shall consist of two concentric circles, between which is the name of the Association as affixed on the margin hereof.

ARTICLE XIV.

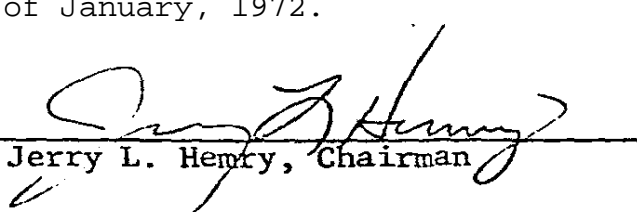
AMENDMENTS.

These by-laws may be altered or amended by the affirmative vote of a majority of a quorum of member homeowners at any regular meeting after notice of said proposed alteration or amendment has been given in writing at least five days in advance of such meeting and mailed to each of the homeowners or contained in a written waiver signed by all of the homeowners waiving notice of the meeting either in person or by proxy.

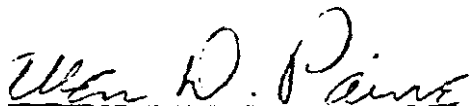
ARTICLE XV.

All matters stated in these By-Laws of The Pines (Brookhaven Estates) Homeowners Association, Inc., are subject to the provisions of the DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROOKHAVEN ESTATES made November 30, 1971, and filed December 1, 1971, in the office of the County Clerk for the County of Oklahoma, Oklahoma, in Book 4014 at Page 920 and which are made a part hereof by reference.

ADOPTED this 20th day of January, 1972.


Jerry L. Henry, Chairman

ATTEST:



Allen D. Paine, Secretary