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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made effective as of, though not necessarily on, this 14th day of November, 1984, by MONT DEVELOPMENT COMPANY, hereinafter referred to as "Declarant" and additionally executed by the undersigned.

W I T N E S S E T H:

WHEREAS, Declarant is, as of the effective date set forth above, the owner of certain property in Tulsa County, Oklahoma, which is more particularly described as:

DARLINGTON SOUTH, an addition to the City of Tulsa, Tulsa County, Oklahoma, according to the Recorded Plat thereof,

hereinafter referred to as "Darlington South"; and

WHEREAS, Declarant is presently improving and developing lots within Darlington South for the construction of two hundred twenty-three (223) single family residential dwelling units; and

WHEREAS, Declarant may construct on the Common Area, as hereinafter defined, streets, parking areas, screening walls and fences, drainage facilities, and/or landscaped areas for the use and enjoyment of the owners of the lots and dwelling units within Darlington South; and

WHEREAS, Declarant will convey the lots within Darlington South subject to the Plat and Deed of Dedication of Darlington South and to certain covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, covenants, conditions, and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of Darlington South. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

STATE OF OKLAHOMA } SS.
COUNTY OF TULSA

I, Joan Hastings, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the 10th day of February 1995

JOAN HASTINGS, Tulsa County Clerk

Jan McWilliams

Deputy

ARTICLE I

DEFINITIONS

§ 1. "Association" shall mean and refer to Darlington South Homeowners Association, Inc., a corporation, its successors and assigns.

§ 2. "Darlington South" or "Properties" shall mean and refer to that certain real property hereinbefore described.

§ 3. "Common Area" as used herein shall mean that portion of Darlington South owned by the Association together with all improvements which may at any time hereafter be situated thereon, which Common Area is specifically described as follows:

Reserves "A", "B", "C", "D", and "F" on the recorded subdivision map of Darlington South.

§ 4. "Lot" shall mean and refer to a platted lot, block or parcel of land shown upon the recorded subdivision map of Darlington South with the exception of the Common Area.

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

§ 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot situated within Darlington South, including contract sellers, but excluding others having such interest merely as security for the performance of an obligation.

§ 7. "Declarant" shall mean and refer to Mont Development Company.

§ 8. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner 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.

Section 3. Title to Common Area. Declarant shall convey fee simple title to the Common Area to the Association prior to the conveyance of the last Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. 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.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1997.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to any Owner other than Declarant, the maximum annual assessment shall be Twenty-five Dollars (\$25.00) per lot per quarter, due and payable as directed by the Board.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment may be

increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) 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, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a quarterly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors

shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become 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.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization and which are exempt from taxation by the laws of the State of Oklahoma shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from such assessments.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure, including but not limited to landscaping, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to

and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee ("Committee") composed of three (3) or more representatives appointed by the Board, provided that so long as Declarant owns any Lot, Declarant shall have the exclusive right and authority to appoint the members of the Committee. In the event the Committee fails to act on such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval shall be deemed to have been given and this Article will be deemed to have been fully complied with, provided, however, that all restrictions placed upon Darlington South pursuant to the Plat and Certificate or Deed of Dedication shall remain in full force and effect.

ARTICLE VI

PUBLIC UTILITY EASEMENTS AND PROTECTIVE COVENANTS AND RESTRICTIONS

The Declarant has dedicated for the public use the easements as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each such facility, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto, with the right of ingress and egress to such easements for the uses and purposes aforesaid; PROVIDED, HOWEVER, that the Declarant has reserved the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress for such construction, maintenance, operation laying and relaying over, across and along all strips of land included within the easements shown thereon, both for the purpose of furnishing water and/or sewer service to the area included in said plat, and to any other areas.

The Declarant has dedicated for public use the streets as shown on said plat, and does guarantee the title to all of the land covered by said streets. For the purpose of providing an orderly development of the entire tract, and for the further purpose of insuring adequate restrictions and covenants and for the mutual benefit of the Declarant, its successors and assigns, Declarant does hereby impose the restrictions, limitations and reservations which shall be binding upon all subsequent purchasers, which restrictions, limitations and reservations are a part of the recorded Plat which is attached hereto, incorporated by reference herein and made a part hereof as though set out in full.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. This Declaration, and the covenants, conditions and restrictions herein contained, shall run with the land and shall be binding upon, and shall inure to the benefit of, the Owners. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first forty (40) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Thereafter, this Declaration may be amended by an instrument signed by not less than a majority of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration, as the case may be: Annexation of additional properties; dedication of Common Area; and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of, though not necessarily on, this 14th day of November, 1984.

ATTEST
GEM HOMES, INC.
Janet C. Sadler
Secretary
(CORPORATE SEAL)

"OWNER OF LOT 7, BLOCK 4,
DARLINGTON SOUTH"

GEM HOMES, INC.

By: *Janet C. Sadler*

ATTEST
MONT CONSTRUCTION COMPANY
I. N. Berman
Secretary
(CORPORATE SEAL)

"OWNER OF LOTS 8, 9 and 10,
BLOCK 4, LOTS 19 and 29, BLOCK 3,
and LOTS 20 and 21, BLOCK 2,
DARLINGTON SOUTH"

MONT CONSTRUCTION COMPANY

By: *I. N. Berman, Pres.*

STATE OF OKLAHOMA
TULSA COUNTY
FILED CLERK
87 JAN 22 PM 2:25
JOAN HASTINGS
TULSA COUNTY CLERK
1/26

"OWNERS OF LOT 16, BLOCK 3,
DARLINGTON SOUTH"

Randy Stayton
Randy Stayton

Sara Stayton
Sara Stayton

ATTEST
MONT DEVELOPMENT COMPANY
I. N. Berman
Secretary
(CORPORATE SEAL)

"DECLARANT AND OWNER OF ALL
OTHER LOTS IN DARLINGTON SOUTH"

MONT DEVELOPMENT COMPANY

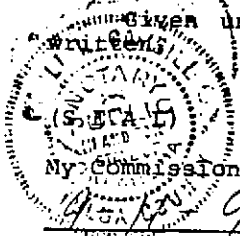
By: *I. N. Berman*
I. N. Berman, President



STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

On this 20th day of January, 1987, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared GARY SOOBERSTROM, to me known to be the identical person who subscribed the name of GEM HOMES, INC. to the within and foregoing instrument as its 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 said corporation, for the uses and purposes therein set forth.

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

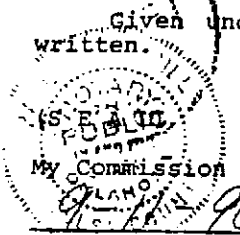


Paul L. Spambell
Notary Public

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

On this _____ day of January, 1987, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared I. N. BERMAN, to me known to be the identical person who subscribed the name of MONT CONSTRUCTION COMPANY to the within and foregoing instrument as its 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 said company, for the uses and purposes therein set forth.

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

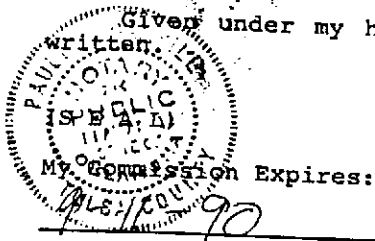


Paul L. Spambell
Notary Public

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STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

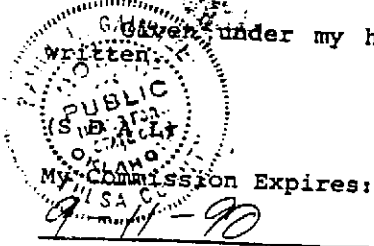
On this 20th day of January, 1987, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared RANDY STAYTON and SARA STAYTON, to me known to be the identical persons who subscribed their names to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.



Paul L. Gambell
Notary Public

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

On this 20th day of January, 1987, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared I. N. BERMAN, known to be the identical person who subscribed the name of MONT DEVELOPMENT COMPANY to the within and foregoing instrument as its 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 said corporation, for the uses and purposes therein set forth.



Paul L. Gambell
Notary Public