

OWNER'S CERTIFICATE, DEDICATION, RESERVATIONS
AND GRANT OF EASEMENTS
(HALLBROOKE ADDITION SECTION 2)

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STATE OF OKLAHOMA)
) ss.
COUNTY OF CLEVELAND)

Doc# R 2005 50807
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Cleveland County, OK

KNOW ALL MEN BY THESE PRESENTS

That **Hallbrooke Development Group HP, L.L.C.**, an Oklahoma limited liability company, hereinafter referred to as "Hallbrooke", hereby certifies that it is the owner of certain real property located in the City of Norman, Cleveland County, State of Oklahoma, which is more particularly described on Exhibit "A" which is attached hereto and made a part hereof by this reference

Hallbrooke further certifies it has caused said tract of land to be surveyed into blocks, lots and streets and has caused a plat to be made of said tract showing accurate dimensions of lots, set back lines, right of ways, widths of streets and easements for utilities. Hallbrooke hereby designates said tract of land as Hallbrooke Addition Section 2 (the "Subdivision") and hereby dedicates to public use the streets within the Subdivision and reserves, for installation and maintenance of utilities, certain strips of land as shown on the recorded plat. All lands so dedicated to public use are free and clear of all encumbrances

Hallbrooke declares that the Subdivision is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth, which shall run with such real property and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof, and such owner's heirs, devisees, personal representatives, trustees, successors and assigns, such covenants and restrictions being hereby imposed upon such real property and every part thereof as a servitude in favor of each and every other part thereof as the dominant tenement.

ARTICLE I

DEFINITIONS

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

- 1.1 "**Architectoral Committee**" shall have the meaning specified in Section 5.1 below.
- 1.2 "**Association**" shall mean and refer to Hallbrooke Property Owners' Association.

- 1.3 **"Board"** shall mean the Board of Directors of the Association.
- 1.4 **"Bylaws"** shall mean the Bylaws of the Association which are or shall be adopted by the Board as such Bylaws may from time to time be amended.
- 1.5 **"Certificate"** shall mean the Certificate of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma, and recorded in Book 3517 at Page 687 in the Office of the County Clerk of Cleveland County, Oklahoma, as amended on August 29, 2003 changing the name to Hallbrooke Property Owners' Association, and further amended on September 13, 2004 by execution of the Second Amendment to Hallbrooke Property Owners' Association Certificate of Incorporation and recorded in Book 3890 at Page 234 in the office of the County Clerk of Cleveland County, Oklahoma
- 1.6 **"Class C Members"** shall mean the Class C Members established by the Certificate
- 1.7 **"Common Areas"** shall mean the portion of the Subdivision described on Exhibit "B", the Fence, the Lake, the Common Areas described in the Certificate, the Common Areas shown on the plat of Hall Park Seventh Addition, and any property described as Common Areas in a Supplementary Declaration.
- 1.8 **"Detached Structure"** shall mean any covered or enclosed structure on a Lot not attached to the primary structure which it serves, and shall include, but not be limited to, carports, garages, outbuildings, tool sheds, kennels, cabanas, greenhouses and any temporary structures
- 1.9 **"Fence"** shall mean any fence installed by Hallbrooke within the Subdivision or within or around any other additions containing Common Areas under the control of the Association.
- 1.10 **"Guest"** shall mean persons invited by a Member to utilize the Lake.
- 1.11 **"Lake"** shall mean the storm water detention facility required by the City of Norman located off site and which is described on Exhibit "C" hereto, which Lake will be platted in a future Hallbrooke Addition.
- 1.12 **"Lot"** shall mean those tracts of land so designated on the recorded subdivision plat of the Subdivision and excludes the Common Areas.

- 1.13 "**Member**" shall mean the Class A Members and Class B Members as established by the Certificate.
- 1.14 "**Owner**" shall mean the record owner, whether one or more Persons, of the fee simple title to any Lot, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure; nor shall such term include any other Person who has an interest merely as security for the performance of an obligation.
- 1.15 "**Person**" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof
- 1.16 "**Plat**" shall mean the final plat of the Subdivision which is filed of record in the office of the County Clerk of Cleveland County, Oklahoma.
- 1.17 "**Supplementary Declaration**" shall have the meaning given to it in the Certificate.
- 1.18 "**Visible from Neighboring Property**" shall mean, as to any given object, that such object is visible to a person six (6) feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.
- 1.19 "**Visible from the Street**" shall mean, as to any given object, that such object is visible to a person (6) six feet tall, standing on any street right of way within the Subdivision.

ARTICLE II

COMMON AREAS AND ASSOCIATION RESPONSIBILITIES

Section 2.1. Title to Common Areas; Rights Reserved. Legal title to the Common Areas, at a time determined by Hallbrooke, shall be conveyed to the Association subject to (i) easements of record or shown on the Plat, (ii) the right retained herein by Hallbrooke for access to all Lots containing a drainage easement, as shown on the Plat, to make improvements or changes thereto to accommodate storm water detention for the Subdivision and the adjacent development, as required by the City of Norman or deemed advisable by Hallbrooke, and (iii) the right of the Owners to use and enjoy the Common Areas as provided herein or in accordance with rules and regulations adopted by the Association.

Section 2.2. Duties of Association. The Association shall maintain, repair and to the extent deemed appropriate, improve the Common Areas in a manner which will benefit all Owners; provided, however, any Owner whose negligence contributes to the damage caused to the Common Areas shall be responsible for the damage caused thereby. Association shall obtain

general liability insurance of at least One Million Dollars (\$1,000,000) for accidents which might occur on the Common Areas.

Section 2.3. Rights of Hallbrooke/Association. Hallbrooke reserves the right, until title is passed to the Association, to convey to any public agency, authority or utility, easements for drainage or underground utility purposes across any portion of the Common Areas. Thereafter, the Association shall have this right, so long as the plans for such an easement have been approved by the Architectural Committee. The Association may not convey the Common Areas without first obtaining the written permission of the City of Norman.

Section 2.4. Fence. The Association is hereby granted an easement over and across the Lots on which any Fence is located for the purposes of repairing and maintaining the Fence, which it shall be obligated to maintain. In maintaining or repairing any Fence, the Association shall use the materials, colors, etc., of the original construction by Hallbrooke. No Owner shall be permitted to remove, paint, install a gate in, penetrate or otherwise change any Fence.

Section 2.5. Usage of Common Areas. Each Member shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

2.5.1. The right of the Association, in accordance with the Bylaws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage those portions of the Common Areas to which the Association has acquired legal title; provided, however, any such mortgage shall provided that in the event of default, the mortgagee's rights thereunder as to any of such Common Areas shall be limited to a right, after taking possession thereof and without changing the character thereof, to charge admission and other fees as a condition to continued enjoyment by the Members until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

2.5.2. Except as provided in Section 2.5.1 above, the right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure; and

2.5.3. The right of the Association, as provided in its Bylaws, to suspend the enjoyment right of any Member for any period during which any assessment remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its Rules; and

2.5.4. The Association shall maintain any portion of the Common Areas designated for accepting storm water drainage from the Subdivision, and property lying within the watershed of the Common Areas in accordance with the drainage plan approved by the City of Norman; and

2.5.5. The right of the Association to promulgate rules and regulations governing its usage, including limitations on Guests and the charging of Members, Class C Members and Guests user fees; provided, however, (i) no swimming shall ever be permitted in the Lake, (ii) no minor under the age of fourteen (14) may use the Lake without direct on-site supervision by an

Owner, (iii) no motors, either gas or electric, shall be permitted on any boat on the Lake, (iv) no boat may be stored on the Lake overnight, unless the Association elects to construct its own dock or permit an Owner to construct one.

2.5.6. The right of the Association to dedicate or convey all or any part of the Common Areas to which it has acquired legal title to any public agency, authority or utility for such purposes, and subject to such conditions as may be agreed to by the Members; provided that no such dedication or conveyance by the Association shall be effective unless approved by the City of Norman and the affirmative vote in person or by proxy of two-thirds (2/3) of all Members, and unless written notice of the proposed dedication or conveyance and of the meeting at which approval therefore will be sought is sent to every Member at least ninety (90) days in advance of such meeting.

2.5.7. The right of Hallbrooke to impose additional restrictions and create further conditions on usage of Common Areas if hereafter adds to the development scheme by virtue of a Supplementary Declaration.

Section 2.6. Delegation of Use. Any Member may delegate his right of enjoyment of the Common Areas to the members of the Member's family, the Member's tenant or contract purchasers, who reside on such Member's Lot. With the Board's approval the Community Center may be rented to other users for a fee, so long as a Member serves as a sponsor and accepts responsibility for any damage caused. No further delegation of use shall be permitted and the Association may post a sign of the Common Areas accordingly.

Section 2.7. Sprinkler System, Landscaping and Monument. Any sprinkler systems, landscaping and monuments installed by Hallbrooke in the Common Areas shall be maintained and kept in a good state of repair by the Association.

ARTICLE III

MEMBERSHIP, CLASSES OF MEMBERS, AND VOTING RIGHTS

Section 3.1. Membership. Membership, Voting Rights, Assessments and procedures for meetings, notices, etc. are established by the Certificate and Bylaws.

ARTICLE IV

ASSESSMENTS

Section 4.1. Covenant for Assessments. Hallbrooke, for each Lot owned within the Subdivision, 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 assessments as provided in the Certificate

Section 4.2. Exemptions from Assessments. The Common Areas are exempt from assessments

ARTICLE V

ARCHITECTURAL COMMITTEE

Section 5.1. Review. No building, fence, wall, walk, driveway or other structure or improvement, including landscaping, shall be commenced, erected or maintained upon any Lot until the Plans and Specifications showing the nature, kind, shape, color, 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, topography and grade elevation by the "Architectural Committee," which shall, as used herein, mean either: (a) Hallbrooke or a committee appointed by Hallbrooke, so long as Hallbrooke is an Owner, or (b) thereafter, the Board or a committee composed of three (3) or more representatives appointed by the Board. Architectural approval shall be at the discretion of the Architectural Committee. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions; provided, however, that in the event the Architectural Committee fails to approve or disapprove of any design and location within thirty (30) days after said Plans and Specifications have been submitted to it, or in any case, provided Plans and Specifications were submitted to the Architectural Committee, and if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required.

Section 5.2. Fees. No fee shall ever be charged by the Architectural Committee or by the Association for the review specified in Section 5.1, or for any waiver or consent provided for herein.

Section 5.3. Proceeding With Work. Upon receipt of approval as provided in Section 5.1, whether in writing or automatically by lapse of time, the Owner shall, as soon as is practicable, satisfy all conditions of such approval, if any, and proceed with the approved work. Unless such work commences within one (1) year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 5.1

Section 5.4. Liability of Architectural Committee. Neither the Architectural Committee nor any member, employee or agent thereof, shall be liable to any Person submitting plans for approval, or any other Person, by reason of mistake in judgment, negligence, or nonfeasance, arising out of or in connection with the approval, disapproval or failure to approve any such plans, or for any other action in connection with its or their duties hereunder.

ARTICLE VI

GENERAL RESTRICTIONS

Section 6.1. Land Classification. All Lots within the Subdivision are hereby classified as Single-Family Lots, i.e., each Lot shall be used exclusively for a single family residential dwelling of not to exceed two and one-half (2-1/2) stories in height and a private garage for not more than four (4) nor less than two (2) automobiles. No occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any improvement located thereon.

Section 6.2. No Subdividing of Lots No Lot shall contain more than one (1) single family dwelling, unless lot split approval is obtained from the City of Norman and the Architectural Committee.

Section 6.3 Garages. No garage shall ever be converted into a room or living area. Garages shall be used for the storage of vehicles. Detached garages will be allowed, subject to approval of the Architectural Committee. Construction of the detached Garage must be of the same material and style as the home constructed on the Lot. Such detached garages may have a loft apartment, studio or office; however, said apartment, studio or office may not be occupied or rented to or by any person except the immediate family of the owner. Open carports, unless specifically approved by the Architectural Committee, are not allowed.

Section 6.4. New Construction Only. All dwellings shall be of new construction, and no building (new or used) may be moved from another area into the Subdivision. Mobile homes of any kind shall not be allowed to be placed or parked either permanently or temporarily on any Lot.

Section 6.5. Building Limits. No building shall be located on any Lot nearer to a street than the minimum building setback lines shown on the recorded plat or nearer to the rear Lot line than is permitted by applicable municipal ordinances. The sum of the sideyards shall be a minimum of ten (10) feet and in no event shall the distance between dwellings be less than ten (10) feet. No dwelling shall be located nearer than five (5) feet to a side Lot line except that detached buildings or out buildings, if permitted by the Architectural Committee, may be located as directed by the Architectural Committee only. For the purpose of this covenant, eaves, bays, steps and uncovered porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

Section 6.6. Location of Dwelling. All dwellings shall face the front of the Lot, or in the case of corner Lots, the dwelling may face the street on the side of the Lot provided approval obtained from the Architectural Committee.

Section 6.7. Easements and Drainage. Easements and reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these utility easements and reserves, no structure, planting or other material shall be placed or

permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each Lot and all improvements permitted therein shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority or utility company shall be the Owner's responsibility; and it shall be the responsibility of the Owner to: (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swales, whether they be in easements or contained on the individual Owner's Lot, (b) provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority or utility company is responsible, and (c) conform to the drainage plan for the Subdivision on file with the City of Norman. Erosion control measures required by the City of Norman or any other governmental authority shall be the responsibility of the Owner. All land contours are to remain as natural as possible with minor changes to be allowed by the Architectural Committee, such as leveling for construction pads or grading Lots for drainage. Said drainage grading shall conform to applicable municipal drainage requirements.

Section 6.8. Landscaping. Landscaping shall be required on all Lots with completion of other improvements and shall conform to the landscape plan as submitted by the Lot owner and approved by the Architectural Committee. Existing trees are to be preserved to the extent practical. Each Lot owner shall install, at their own cost, solid slab sod on all areas of the Lot except for those areas established for landscaping planters, flower beds or other ground cover as shown on the landscaping plan as approved by the Architectural Committee. Such solid slab sod shall be installed within thirty (30) days of the time of completion of the construction of the residence upon the Lot. All Owners shall continuously maintain landscaping with respect to each of their Lots, such as mowing of lawn, planting and maintaining of shrubs and trees. Front and side lawns and rear yards adjacent to common areas consisting exclusively of unmowed grasses and flowers shall be prohibited.

Section 6.9. Nuisance. 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 adjoining Owners and the Neighborhood.

Section 6.10. Detached Structure. No Detached Structure shall be allowed on any Lot without the prior written approval of the Architectural Committee. No Detached Structure shall be used either temporarily or permanently as a residence except as provided in Section 6.3. No Detached Structure shall be permitted in any easement reserved for utilities.

Section 6.11. Minimum Square Footage. All dwellings erected or placed on any Lot in this Subdivision shall have a minimum living area of 2,000 square feet. All dwellings of more than one story shall have a minimum of 1,400 square feet of living area on the ground floor. Said living area may not include garages or covered porches.

Section 6.12. Air Conditioners. All air conditioning units installed shall be screened from public view and shall not be: (i) Visible from Neighboring Property, or (ii) Visible from the Street.

Section 6.13. Trash Receptacles. All trash receptacles shall be screened from public view and shall not be (i) Visible from Neighboring Property, or (ii) Visible from the Street.

Section 6.14. Utility Lines. All service lines for telephone, cable TV and other utility services shall be kept underground.

Section 6.15. Animals. No animals, fish, reptiles or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Association, or its assigns, shall determine, in its sole discretion, whether for the purposes of this Section, a particular animal, fish, reptile or fowl shall be considered to be a house or yard pet, or a nuisance, or whether the number of pets on any Lot is unreasonable; provided, however, that horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder

Section 6.16. Signs. No sign of any kind shall be displayed to the public view on any Lot, public right-of-way, or common area, except one sign in compliance with City of Norman ordinances advertising the property for sale or rent. In addition, signs may be placed by Hallbrooke or a builder advertising or identifying the property during the development, construction and sales period. However, all such signs may be limited in number, size and style by the Architectural Committee and removed at the discretion of the Architectural Committee. Nothing herein shall restrict Hallbrooke's right to construct entrance gateways or permanent signs on either a Lot or a Common Area identifying the Subdivision and amenities therein, such rights being hereby expressly reserved.

Section 6.17. Antennas and Satellite Dishes All radio and television antennas shall be located inside the dwelling on the Lot so as to not be Visible from Neighboring Property or Visible from the Street. One (1) satellite dish of not in excess of one (1) meter in diameter or diagonal measurement shall be permitted on any Lot so long as it is not Visible from Neighboring Property; provided, however, if the satellite dish cannot be placed upon the Lot in a location that complies with the foregoing location restriction and receive quality programming signals, it may be relocated to a place on the Lot, so long as it is not Visible from the Street.

Section 6.18. Solar Equipment and Wind Devices. No solar equipment or wind driven devices shall be allowed on the exterior of any structure in the Subdivision, unless specifically approved as to type and location by the Architectural Committee. No wind driven devices shall be erected on any Lot so as to be either Visible from the Street or Visible from Neighboring Property.

Section 6.19. Roof. All roofs shall be a minimum of 8/12 pitch unless the Architectural Committee grants specific permission for a lesser pitch when a determination is made that the

style and elevation of the house is complimented by that pitch. Any variance in pitch granted by the Architectural Committee must be in writing. Roofing material to be used on pitched, hipped or mansard roofs shall be weathered wood color, six (6) tab weight composition shingle of a brand approved by the Architectural Committee. Notwithstanding the foregoing, tile, slate or wood shingles or a different color may be used if approved in writing by the Architectural Committee.

Section 6.20. Man-Made Rock. No pre-manufactured and/or pre-formed rock or brick shall be permitted on the exterior of any structure in the Subdivision unless materials are submitted to the Architectural Committee and approved prior to installation

Section 6.21. Exposed Stems. No exposed stems, stem walls or grade-beams will be permitted on any dwelling if Visible from Neighboring Properties, the Common Area, or Visible from the Street.

Section 6.22 Building Materials and Design Requirements.

6.22.1 All building materials and elevations must be approved by the Architectural Committee as required by Section 5.1 above. Material variations or additional design elements in addition to those listed herein may be required by the Architectural Committee before approving the elevation or materials which such approval must be in writing prior to start of construction.

6.22.2 The principal exterior of any dwelling (consisting of the first ten [10] feet in height) shall be at least seventy percent (70%) brick or masonry, and the other thirty percent (30%) balance of the exterior may be of frame, wood, shingles or other material which will blend together with the brick or masonry. This restriction is intended to restrict a substantial portion of the principal exterior of dwellings to brick or masonry construction, but is modified to allow the use of other materials to blend with the brick or masonry to eliminate repetition of design. However, in no event shall a continuing wall consisting of fifty percent (50%) of the exterior of the residence be built of any material other than brick or masonry. Any deviation from the above must be approved in advance by the Architectural Committee.

6.22.3. All garage doors facing a street must have decorative panels and all three (3) car garages must have at least one (1) offset and four (4) car garages must have at least two (2) offsets

6.22.4 All dwellings must have a covered porch design element incorporated into the front elevation with a minimum area of 5% of the square footage of the ground floor. The Architectural Committee may at its sole discretion require an area larger than 5% based upon the configuration of the space

6.22.5 The front of each dwelling must contain design accents of stone and/or wood of a type color, amount and location as approved by the Architectural Committee.

6.22.6 All chimneys on the front of the house shall be of brick, or masonry construction. No exposed frame or steel flue chimneys shall be allowed.

Section 6.23. Vehicles and Storage. No vehicles of any kind belonging to owners or occupants in the Subdivision are to be parked on public streets or right of ways at any time. No vehicles belonging to third parties are to be parked on public streets for more than six hours during any 24 hour period. Driveways are not to be used for storage areas for such items as boats, trailers, tractors, other machines, motor homes, recreational vehicles, lumber, campers, house trailers, mobile homes, tractors, other agricultural or commercial machinery, airplanes or motor vehicles exceeding 3/4 ton capacity in size ("Trucks"). The continuous parking within the Subdivision of Trucks or delivery vans of any type, or of any truck designed for hauling gasoline or liquefied petroleum products, or of any type or size of truck or other commercial vehicle having an advertising sign or the name of a firm, business or corporation affixed thereon or painted thereon, except station wagons or automobiles, shall be prohibited. No vehicles in excess of one ton (excepting motor homes) are allowed in the Subdivision at any time except those vehicles used for construction or maintenance of houses, moving vans, trash pickup or fire protection.

6.23.1 Motor homes or travel trailers. Motor homes or travel trailers may be parked on Lots subject to the following: No motor home or trailer of any type may be occupied temporarily or permanently as a residence except during the construction period and then only by a workman or watchman. No motor home or trailer may be parked in front or at the side of a residence; they must be parked in such a manner as to be screened from view from the public right of way in front of the Lot and screened from view from adjoining Lots.

6.23.2 Boats, Trailers, Other Vehicles. Boats, trailers, or other vehicles which are not normally used in every day transportation may be kept on the Lots provided that they are totally concealed and are not visible from Neighboring Property, from common areas including greenbelts or from the Street

Section 6.24. Vent Pipes. All vent pipes are to be kept at a minimum height and are to be of such material or be painted so as to blend with the roof

Section 6.25. Storage of Building Materials. No building materials are to be placed or stored on any Lot until construction is to begin, and construction shall be completed within one (1) year from commencement of construction. During construction, the Owner shall provide and use a trash container.

Section 6.26. Usage of Easements. Hallbrooke reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as easements or Common Areas, sewer and other pipelines, conduits, and any other method of conducting or performing any public utility or quasi-public utility function above or beneath the surface of the ground, with the right of access any time to the same for the purpose of repair and maintenance.

Section 6.27. Sidewalk Installation. Each Lot owner shall install, at Lot owner's cost, concrete sidewalks on the portion of each Lot adjacent to a street, in a location determined by Hallbrooke or Architectural Committee, all as required by the ordinances of the City of Norman. Such

sidewalks shall be installed at the time of construction of each individual residence, or within one (1) year of the acquisition of the Lot by the owner whichever occurs first, and shall be maintained thereafter by owners of each Lot. For the purposes of this paragraph, Hallbrooke is not deemed to be an owner.

Section 6.28. Treehouses, Platforms, Outbuildings, Play Yards and Equipment. No outbuildings, play yards, play equipment, recreation equipment, playhouse, fort, tree house, platforms in trees, play towers, or structure of any type shall be erected or allowed to remain on any Lot unless approved by the Architectural Committee. The plans and specifications for structures or equipment must be submitted to the Architectural Committee prior to construction or installation with any modifications, approval or rejection at the sole discretion of the Architectural Committee. No structures or equipment on any Lot shall be: (i) Visible from Neighboring Property, or (ii) Visible from the Street or (iii) visible from the Common Areas unless a waiver is granted in writing by the Architectural Committee prior to the start of construction or installation.

Section 6.29. Fences. No fences shall be erected or allowed to remain on any Lot unless incorporated into the structure of the residence or used as screening. No fences shall be installed on the front portion of any Lot between the front Lot line and the front building setback line, or in the case of a corner Lot, also not between the side building line adjacent to the side street and the side street property line. Fencing at the corners of the property boundaries must be of masonry construction consistent with the home on the Lot, unless otherwise specifically approved by the Architectural Committee. Plans and specifications for all fencing must be submitted to the Architectural Committee prior to installation. All said fencing must be approved by the Architectural Committee with any modifications, approval or rejection at the sole discretion of the Architectural Committee. No chain link fences or fences of the pointed "stockade" type may be erected. All fencing adjacent to any common area must be of materials and design as designated by the Architectural Committee. Designated fencing samples will be available for reference. Once initial fencing is installed, any replacement or additional fencing on a Lot must be consistent with the initial installed fencing unless a waiver is obtained from the Architectural Committee in writing.

Section 6.30. Mailboxes. Mailboxes shall be constructed of a material and style selected by the Architectural Committee. The Architectural Committee shall have the right to determine the location of all mailboxes on the Lot and whether same shall have a common or individual base or stand. An illustrated drawing of the proposed mailbox and installation to be used at the front Lot line must be submitted to and approved by the Architectural Committee prior to installation. Mailboxes are to be placed between the curb and sidewalk and not extend beyond the face of the curb or encroach over or on a sidewalk.

Section 6.31. Temporary Structure. No structure of a temporary character, such as a trailer, mobile home, tent, garage, barn or other outbuilding, shall be allowed on any Lot at any time, except upon written permission from the Architectural Committee during the construction of the dwelling on the Lot.

Section 6.32. Vacant Lots. No trash, refuse, caves or tree houses are to be placed, constructed or stored on any vacant Lot.

Section 6.33. Pool Equipment. No pool equipment, including pumps and heaters, on any Lot shall be Visible from Neighboring Property or Visible from the Street.

Section 6.34. Athletic Equipment. No athletic goals and equipment shall be erected or maintained on any Lot in front of a residence or in the case of a corner Lot on any side abutting a public street. Portable athletic goals and equipment must be removed from the front of a residence or the side of a Lot abutting a public street when not in use. No skateboard ramps may be constructed on any Lot

Section 6.35 Timeliness of Construction. No building materials are to be placed on any Lot until construction is to begin and construction work on any building shall be completed within one year from commencement of construction and the building contractor shall provide trash and debris container from commencement until completion of construction

ARTICLE VII

GENERAL PROVISIONS

Section 7.1. General Enforcement. The Association, the Architectural Committee, any Member, or Hallbrooke 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 to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such litigation shall be entitled to the award of a reasonable attorney fee to be paid by the other party. Although Hallbrooke, so long as it is an Owner, and the Architectural Committee are empowered with authority to bring an action to enforce these restrictions, Hallbrooke and the Architectural Committee shall have no duty to the other owners of property within the Subdivision to do so.

Section 7.2. Municipal Enforcement. In the event the Association fails to maintain the Common Areas, excluding the Open Space which require no maintenance, and a complaint is made to the City of Norman, the City of Norman shall have the right, after giving the Association thirty (30) days written notice and an opportunity to cure, to perform the maintenance work, in which event the amount expended by the City of Norman shall be deemed, for all purposes, a special assessment and the amount thereof shall be a lien on each Lot in an amount determined by dividing the amount expended by the number of Lots in the property then included in the Association. Such a lien shall be evidenced by the filing by the City of Norman of a Notice in the office of the County Clerk of Cleveland County, Oklahoma, and shall be subordinate in the manner provided in the Certificate.

Section 7.3. Term and Amendments. The covenants and restrictions of this Declaration shall run with and bind the Subdivision for a term of twenty (20) 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 twenty (20) year period by a vote of ninety percent (90%) of the Members, and thereafter by a vote of seventy-five percent (75%) of the Members. Evidence of the passage of such an amendment shall be the filing with the County Clerk of Cleveland County by the Secretary of the Association of an affidavit certifying that the amendment passed the requisite vote at a meeting of the Members. Notwithstanding the foregoing, no amendment of the provisions related to the abdication by the Association of its maintenance responsibility for the Common Areas or to amend this Article VII shall be effective until approved in writing by the City of Norman.

Section 7.4. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect the remaining provisions, which shall remain in full force and effect.

Section 7.5. Right to Assign. Hallbrooke, by an appropriate instrument or instruments, may assign or convey to any Person any or all of the rights, reservations, easements and privileges herein reserved by Hallbrooke, 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 or times in the same way and manner as though directly reserved by them or it in this instrument.

IN WITNESS WHEREOF, Hallbrooke has set its hand and seal this 31st day of October, 2005.

"HALLBROOKE"

**HALLBROOKE DEVELOPMENT
GROUP HP, L.L.C.
an Oklahoma limited liability company**

By:



RUSSELL L. BATES, III, MANAGER

EXHIBIT A
(Sheet 1 of 2)

to

OWNER'S CERTIFICATE, DEDICATION, RESERVATIONS
AND GRANT OF EASEMENTS

LEGAL DESCRIPTION

LEGAL DESCRIPTION
HALLBROOKE ADDITION SECTION 2
NORMAN, CLEVELAND COUNTY, OKLAHOMA

Being a Part of the N E 1/4 , Section 21, T9N, R2W, of the INDIAN MERIDIAN, NORMAN, CLEVELAND, COUNTY, OKLAHOMA, More Particularly described as follows

COMMENCING at the N E. corner of said N E 1/4, THENCE South 00°23'18" East along the East section line a distance of 438.99 feet; THENCE South 89°36'42" West a distance of 50.00 feet to a point on the East right-of-way line of 24th Ave N.E. and the POINT OF BEGINNING;

THENCE South 00°23'18" East along said East right-of-way line a distance of 100.03 feet;

THENCE North 89°06'18" West a distance of 629.03 feet to a point of curvature; THENCE around a curve to the left having a radius of 350.00 feet (said curve subtended by a chord which bears South 71°28'50" West a distance of 232.68 feet) with an arc length of 237.19 feet;

THENCE South 00°23'18" East a distance of 147.20 feet;

THENCE South 18°31'30" East a distance of 75.00 feet to a point on a curve, THENCE around a curve to the left having a radius of 125.00 feet (said curve subtended by a chord which bears South 70°09'06" West a distance of 5.77 feet) with an arc length of 5.77 feet;

THENCE South 21°10'17" East a distance of 20.00 feet,

THENCE South 00°23'18" East a distance of 310.17 feet,

THENCE South 07°25'14" East a distance of 50.00 feet to a point on a curve;

THENCE around a curve to the right having a radius of 325.00 feet (said curve subtended by a chord which bears South 83°56'21" West a distance of 15.42 feet) with an arc length of 15.42 feet,

THENCE South 04°42'05" East a distance of 25.00 feet,

THENCE South 15°25'00" East a distance of 101.10 feet,

THENCE South 74°35'00" West a distance of 290.00 feet,

THENCE South 15°25'00" East a distance of 309.99 feet,

THENCE North 74°35'00" East a distance of 210.00 feet,

THENCE South 20°30'00" West a distance of 237.26 feet;

THENCE South 53°37'00" East a distance of 57.01 feet,

THENCE South 36°23'00" West a distance of 270.00 feet,

THENCE South $53^{\circ}37'00''$ East a distance of 215.00 feet,
 THENCE South $36^{\circ}23'00''$ West a distance of 111.01 feet,
 THENCE South $46^{\circ}15'10''$ West a distance of 57.99 feet;
 THENCE South $75^{\circ}00'00''$ West a distance of 543.97 feet;
 THENCE North $89^{\circ}59'58''$ West a distance of 673.66 feet,
 THENCE North $00^{\circ}00'00''$ East a distance of 105.01 feet,
 THENCE North $45^{\circ}00'00''$ West a distance of 35.36 feet;
 THENCE North $00^{\circ}00'00''$ West a distance of 50.00 feet;
 THENCE North $90^{\circ}00'00''$ East a distance of 5.00 feet,
 THENCE North $45^{\circ}00'00''$ East a distance of 35.36 feet,
 THENCE North $90^{\circ}00'00''$ East a distance of 50.00 feet;
 THENCE South $45^{\circ}00'00''$ East a distance of 35.36 feet,
 THENCE North $90^{\circ}00'00''$ East a distance of 210.00 feet,
 THENCE North $45^{\circ}00'00''$ East a distance of 35.36 feet,
 THENCE North $90^{\circ}00'00''$ East a distance of 50.00 feet;
 THENCE South $45^{\circ}00'00''$ East a distance of 35.36 feet;
 THENCE North $90^{\circ}00'00''$ East a distance of 105.00 feet,
 THENCE North $00^{\circ}00'00''$ West a distance of 167.57 feet,
 THENCE North $03^{\circ}00'00''$ East a distance of 849.06 feet;
 THENCE North $19^{\circ}40'16''$ West a distance of 97.38 feet;
 THENCE South $70^{\circ}19'44''$ West a distance of 63.05 feet,
 THENCE North $19^{\circ}40'16''$ West a distance of 180.00 feet,
 THENCE North $70^{\circ}19'44''$ East a distance of 182.50 feet;
 THENCE North $52^{\circ}47'06''$ East a distance of 56.31 feet;
 THENCE North $19^{\circ}40'16''$ West a distance of 29.09 feet to a point of curvature,
 THENCE around a curve to the left having a radius of 400.00 feet (said curve
 subtended by a chord which bears North $28^{\circ}08'05''$ West a distance of 117.74 feet) with
 an arc length of 118.17 feet to a point of reverse curvature;
 THENCE around a curve to the right having a radius of 360.00 feet (said curve
 subtended by a chord which bears North $30^{\circ}02'18''$ West a distance of 82.25 feet) with
 an arc length of 82.43 feet;
 THENCE North $66^{\circ}31'18''$ East a distance of 60.00 feet,
 THENCE North $79^{\circ}41'13''$ East a distance of 325.44 to a point of curvature,
 THENCE around a curve to the left having a radius of 650.00 feet (said curve
 subtended by a chord which bears North $63^{\circ}49'43''$ East a distance of 355.24 feet) with
 an arc length of 359.82 feet to a point of reverse curvature;
 THENCE around a curve to the right having a radius of 450.00 feet (said curve
 subtended by a chord which bears North $69^{\circ}25'57''$ East a distance of 329.30 feet) with
 an arc length of 337.13 feet;
 THENCE South $89^{\circ}06'18''$ East a distance of 626.79 feet to the POINT OF
 BEGINNING
 Said tract contains 34.11 acres more or less

EXHIBIT B
to
OWNER'S CERTIFICATE, DEDICATION, RESERVATIONS
AND GRANT OF EASEMENTS

COMMON AREAS

Common Open Space "U"
Common Open Space "V"
Common Open Space "X"
Common Open Space "W"

EXHIBIT "C"
To
OWNER'S CERTIFICATE, DEDICATION, RESERVATIONS
AND GRANT OF EASEMENTS

LAKE LEGAL DESCRIPTION

Being a Part of the N E 1/4, Section 21, T9N, R2W, of the INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, more particularly described as follows

COMMENCING at the Northeast (N E) corner of said N E 1/4, THENCE North 89°06'18" West, and along the north line of said N E 1/4, a distance of 2062 37 feet, THENCE South 00°53'42" West a distance of 50 00 feet, THENCE South 44°06'18" East a distance of 35 36 feet, THENCE South 05°31'49" East a distance of 36 78 feet to a point of curvature, THENCE around a curve to the right having a radius of 100 00 feet (said curve subtended by a chord which bears South 21°33'01" West a distance of 91 05 feet) and an arc length of 94 53 feet to a point of continuing curvature, THENCE around a curve to the right having a radius of 125 03 feet (said curve subtended by a chord which bears South 69°46'11" West a distance of 90 17 feet) and an arc length of 92.25 feet, THENCE South 00°28'08" West a distance of 50 00 feet to a point on a curve, THENCE around a curve to the right having a radius of 210 00 feet (said curve subtended by a chord which bears South 76°54'57" East a distance of 91 73 feet) and an arc length of 92 48 feet to a point of reverse curvature, THENCE around a curve to the left having a radius of 220 00 feet (said curve subtended by a chord which bears South 66°51'30" East a distance of 19 64 feet) and an arc length of 19 64 feet to a point of reverse curvature, THENCE around a curve to the right having a radius of 210 00 feet (said curve subtended by a chord which bears South 59°23'04" East a distance of 73 16 feet) and an arc length of 73 53 feet, THENCE South 49°21'11" East a distance of 43 38 feet to the POINT OF BEGINNING,

THENCE continuing South 49°21'11" East a distance of 88 12 feet to a point of curvature, THENCE around a curve to the right having a radius of 395 00 feet (said curve subtended by a chord which bears South 46°07'47" East a distance of 44 42 feet) and an arc length of 44 44 feet to a point of continuing curvature, THENCE around a curve to the right having a radius of 1157 94 feet (said curve subtended by a chord which bears South 40°06'27" East a distance of 113 09 feet) and an arc length of 113 14 feet to a point of continuing curvature, THENCE around a curve to the right having a radius of 395 00 feet (said curve subtended by a chord which bears South 22°57'42" East a distance of 195 75 feet) and an arc length of 197 81 feet to a point of reverse curvature, THENCE around a curve to the left having a radius of 360 00 feet (subtended by a chord which bears South 17°00'20" East a distance of 105 06 feet) and an arc length of 105 44 feet, THENCE South 75°08'14" West a distance of 225 45 feet, THENCE South 12°15'08" West a distance of 140 42 feet, THENCE South 77°30'38" West a distance of 77 43 feet, THENCE North 73°10'26" West a distance of 73 75 feet, THENCE South 67°39'25" West a distance of 75 10 feet, THENCE South 50°55'40" West a distance of 156 07 feet, THENCE South 90°00'00" West a distance of 7 93 feet, THENCE South 82°32'55" West a distance of 95 44 feet, THENCE South 59°37'14" West a distance of 144 17 feet, THENCE South 38°03'11" West a distance of 67 12 feet, THENCE South 90°00'00" West a distance of 33 39 feet, THENCE North 00°06'35" East a distance of 212 04 feet, THENCE South 89°53'25" East a distance of 254 77 feet, THENCE North 30°07'20" East a distance of 140 24 feet, THENCE North 00°06'35" East a distance of 99 58 feet, THENCE North 60°56'06" East a distance of 77 45 feet, THENCE North 90°00'00" East a distance of 58 10 feet, THENCE North 00°00'00" East a distance of 195 70 feet, THENCE North 49°05'46" West a distance of 42 71 feet, THENCE North 40°54'14" East a distance of 287 30 feet to the POINT OF BEGINNING

Containing 6 05 acres, more or less