

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Warren Thomas & Associates, Inc., an Oklahoma corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Seminole County, State of Oklahoma, which is more particularly described as:

QUAIL RUN ADDITION, Part I, an addition
to Seminole County, State of Oklahoma, ac-
cording to the recorded plat thereof.

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

ARTICLE I

DEFINITIONS

Section 1. "Associations" shall mean and refer to Quail Run Homeowners Assoc., Inc., a non-profit Oklahoma corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot shall include all open spaces, private roadways, parking areas, recreational facilities, club houses, if any, and all real property within areas shown on the recorded plat of Quail Run Addition, Part I, excluding the individual Lots and Blocks as shown on the recorded plat.

Section 5. "Lot" shall mean and refer to the lots shown upon the recorded subdivision map of Quail Run Addition, Part I, within Blocks numbered 1 through 3, inclusive, with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Warren Thomas & Associates, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, including an easement for ingress and egress to each Lot as shown on the recorded plat, 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 maintenance and other fees deemed necessary 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 for which any assessment against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(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.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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(s) shall be the Declarant and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation Assessments.

The Declarant, for each Lot owned 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 attorney's 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 attorney's 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 residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Annual Assessments. All owners shall be obligated to pay monthly assessments imposed by the Association for the purpose of paying the expenses of the Association, which expenses shall include but not be limited to the cost of obtaining and maintaining insurance as specified in Article VII, Section I, herein below, and an amount adequate for the payment of all ad valorem taxes, whether general or special, levied on Common Areas owned by the Association.

Maximum 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 one hundred and fifty dollars (\$150.00) per lot.

(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 each year not more than 3% 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, the maximum annual assessment may be increased above 3% by the vote or written assent of 2/3 of each class of members.

(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 vote or written consent of 75% of each class of members.

Section 5. Notice and Quorum for Any Action Authorized Under Section 4. Any action authorized under Section 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 15 nor more than 30 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 75% of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such 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 monthly 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. 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 Non-payment of Assessments; Remedies of The Association. Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of 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. 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 became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure 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 locations 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 the declarant or by an architectural committee composed of three (3) or more representatives appointed by the declarant. In the event said declarant, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. All lots within the subdivision shall be known and designated as residential building plots.

Section 3. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single-family detached residence, not to exceed three levels in height, and a private garage for at least two cars and other outbuildings incidental to residential use of the plot.

Section 4. No dwellings shall be permitted on any residential building plot in QUAIL RUN ADDITION, Part I, the ground floor of which main residential structure, exclusive of open porches, breezeways and garage, is less than 1500 square feet in the case of a one-story structure, or less than 1000 square feet in the case of a one-and-one-half story or two-story structure.

Section 5. No dwelling shall be erected or placed on any residential building plot, which plot has an area of less than 40,000 square feet.

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Section 6. No building or any part thereof, shall be located nearer to the street than the building set-back lines shown on the recorded plat of QUAIL RUN ADDITION, Part I, nor shall any building or part thereof be located closer than 10 feet to the Bridle Trail, bicycle pathway and drainage and utility easement or to any side property line.

Detached garages or other buildings located 100 feet from the front building line may be located 10 feet from a side lot line, except that no detached garage or other outbuildings shall be permitted in the easements reserved for utilities.

For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a 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 7. No automobile, truck, trailer, tent, or temporary structure or any nature whatsoever shall ever be temporarily or permanently parked, located, or otherwise maintained forward of the front building limit or set-back line on each lot as same is shown on the recorded plat of QUAIL RUN ADDITION, Part I; provided, however, that it is not the intention of this paragraph to exclude the temporary parking of passenger automobiles on any portion of the garage driveway that is located in front of such front building limit or set-back line on each lot.

Section 8. No trailer, basement, tent, shack, garage, barn or other outbuilding or structure of a temporary character shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 9. No existing erected building or structure of any sort may be moved onto and/or placed on any of the residential building plots in QUAIL RUN ADDITION, Part I, it being the intention of this covenant to definitely prohibit the moving onto and/or placing of existing residential structures on any of the lots in said QUAIL RUN ADDITION, Part I.

Section 10. No professional office, church, business, trade or commercial activities of any sort may ever be conducted on any residential building plot in QUAIL RUN ADDITION, Part I.

Section 11. No noxious or offensive trade or activity shall be carried on upon any lot in QUAIL RUN ADDITION, Part I, nor shall anything be done thereon which may be or become an annoyance of or nuisance to the neighborhood.

Section 12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats, household pets and horses with the restriction that not more than two horses may be kept on a lot at any one time unless exceptions are approved in writing by the Board of Directors of the Quail Run Homeowners Association.

Section 13. EASEMENT RESERVED. The owners reserve 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, sewer, or other pipe lines, conduits, poles and wires, and any other methods of conducting or performing public or quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance; and wires belonging to any public or quasi-public utility or function shall be placed on said easements, except that such sewer, pipe lines, conduits, poles and wires may be installed under streets, throughout the addition, where necessary to carry same across the street. Said easements may be utilized for bridle trails, bicycle paths, in addition to their use as utility easements. All lots shall be served by underground utilities.

Section 14. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the movement of people and/or horses or the flow of water through drainage channels in the easements.

Section 15. No trash, ashes, or other refuse may be thrown, placed, or dumped on any vacant lot in the addition.

Section 16. The roofs of all dwelling houses and outbuildings shall be either wood shingles or clay tile or substitute of comparable nature, as approved by the Declarant or the architectural committee. The use of any other material on a roof having a pitch ratio of 3:12 or greater is specifically prohibited unless approved by the Declarant or the architectural committee.

Section 17. All garages shall enter on either the side or rear of the home. No front exposed garages or detached carports are permitted.

Section 18. Asbestos shingles or siding and plain concrete block shall not be used as principal exterior material.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. 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 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. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provision 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 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 by an instrument signed by not less than 75% of the Lot Owners. Any amendment must be recorded at the Seminole County Courthouse.

Section 4. Parking. No Owner, his family, guests or invitees shall park or permit to be parked any automobile, trailer, camper, boat, or other vehicle on or within the private road easements or Common Areas except in those areas specifically designated by the Association.

Section 5. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for monthly statements and/or other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid, to the home of the existing president of the Association.

ARTICLE VII

INSURANCE

Section 1. Association to Maintain. The Board of Directors of the Association or its agent shall obtain and maintain at all times insurance of the type and kind herein provided and including for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to buildings, fixtures, equipment and personal

property, similar in construction and design as are issued by responsible insurance companies authorized to do business in the State of Oklahoma. The insurance shall be carried in blanket policy form naming the Association the insured, as attorney-in-fact (for the Building Lot Owners), which policy or policies shall identify the interest of each Building Lot Owner (Owner's name and Building Lot address designation), and which policy or policies shall provide a standard, non-contributory mortgagee clause in favor of each First mortgagee, and that it cannot be cancelled by either the insured or the insurance company until after ten (10) days prior written notice is given to each Owner and each First Mortgagee. The Association shall furnish a certified copy of such blanket policy, the certificate identifying the interest of the mortgagor, to any party in interest at request. All policies of insurance shall provide that the insurance hereunder shall be invalidated or suspended only in respect to the interest of a particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

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Section 2. Other Insurance to be Maintained by Owners. Insurance coverage of the furnishings and other items of personal property belonging to an Owner, and casualty and public liability insurance coverage within each Building Lot shall be the responsibility of the Owner thereof. The Association shall, at least every three (3) years, obtain an appraisal for insurance purposes which shall be maintained as a permanent record, showing that the insurance in any year represents one hundred per cent (100%) of the replacement value of the facilities for the Common Area.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein,
has hereunto set its hand and seal this 30th day of December, 1974

WARREN THOMAS & ASSOCIATES, INC.



By: Warren H. Thomas
President

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AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Book 1243, Page 318

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions, is made on the date hereinafter set forth by the undersigned individuals and corporations, hereinafter referred to as "Lot Owners".

WITNESSETH:

WHEREAS, Warren Thomas & Associates, Inc., an Oklahoma corporation, executed and filed Declaration of Covenants, Conditions and Restrictions, covering certain property in Seminole County, State of Oklahoma, more particularly described as,

QUAIL RUN ADDITION, PART I, an Addition to Seminole County, State of Oklahoma, according to the recorded plat thereof.

WHEREAS, said Declaration of Covenants, Conditions and Restrictions were filed with the County Clerk of Seminole County, State of Oklahoma, on the 30th day of December, 1974, and were duly recorded in Book 1216 on Page 165 of the Records of said County.

WHEREAS, Article VI, Section Three provides as follows:

"The covenants and restrictions of this Declaration shall run with and bind the land, 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 by an instrument signed by not less than 75% of the Lot Owners. Any amendment must be recorded at the Seminole County Courthouse."

WHEREAS, The undersigned Lot Owners, representing more than 75% of the Lot Owners of said addition, desire to amend the Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, the Lot Owners hereby amends the Declaration of Covenants, Conditions and Restrictions for QUAIL RUN ADDITION, PART I, Seminole County, State of Oklahoma, as filed on the 30th day of December, 1974, in the records of Seminole County, Oklahoma, Book 1216 on Page 165, as follows:

All articles of the Declaration of Covenants, Conditions and Restrictions, shall remain the same with the exception of Article IV, Section Two which is hereby amended to provide as follows:

ARTICLE IV

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 residents in the Properties and for the improvement and maintenance of the Common Area.

The purpose of such Amendment shall be to eliminate the provision in the Declaration of Covenants, Conditions and Restrictions which provide for assessments for the improvement and maintenance of the homes situated upon the properties and for no other reason.

*(Keep with the Original
Plat.)*

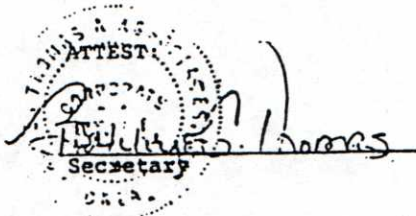
*Witnessed by me
6-21-75
City Clerk*

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IN WITNESS WHEREOF, the undersigned, have set their hands and seal this 8th day of August, 1976.

WARREN THOMAS & ASSOCIATES, INC.

BY: Warren H. Thomas
President

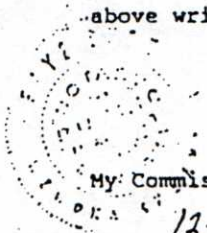


Owner of more than 75% of Lots in QUAIL RUN ADDITION, PART I, an Addition to Seminole County, State of Oklahoma, according to the recorded plat thereof.

STATE OF OKLAHOMA)
COUNTY OF Seminole ss:

On this 8th day of August, 1976, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Warren H. Thomas, to me known to be the identical person who signed the name of the maker thereof 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.



Jane Buck
NOTARY PUBLIC

My Commission Expires:

12-9-76

At Wewoka, Seminole County, Oklahoma,
I hereby certify that this instrument was
filed for record in my office

AUG 9 1976

at 2 o'clock P. M. and is duly
recorded in Book 123 on Page 212

ALDA B. RATLIFF, County Clerk

By: James Sumner

QUAIL RUN HOMEOWNERS ASSOCIATION
Notice of Annual Meeting

Dear Homeowners,

It is once again time for our annual homeowners meeting. I hope all of you will come and meet some of your new neighbors and otherwise express your concerns for the continued enjoyment of our wonderful community. Our meeting this year will be held as follows:

*Seminole State College
The Student Services Bldg.
"Hager-Chapman Center" (See Map)
**** Monday, August 20, 2012 at 6:00 p.m. *****

Notice of Annual Dues

If you own one lot your dues will be \$300.00 per year. If you own two lots your dues will be \$600.00 per year. Please mail your dues to:

*Quail Run Homeowners Assoc.
P. O. Box 388
Seminole, OK 74868-0388*

Please remember that your dues are payable on or before *July 1st* of each year. Pursuant to our covenants and traditional directives of the Board of Directors, if your dues are not paid by August 1st, your swimming pool privileges and all other community privileges are suspended and the association may seek to enforce this obligation as provided by our covenants and the laws of the State of Oklahoma. Delinquent Annual Dues become a personal lien against the title owner at the time when they are due (July 1st) and a lien upon the property. *See Declaration of Covenants and Restrictions, Article IV.*

NOTICE: The Board of Directors have received several comments from various members about the importance of maintaining and mowing our lots. All of our property values are directly affected by the appearance of Quail Run properties. Please do your part to spruce up our community.

NOTE: *The Cains and Matthews Families of Quail Run have contributed their time and expense to revamp our planters at the entrance. We are checking to see if we can obtain a water meter to maintain an attractive entrance. Please give these families your thanks.*

HAVE A GREAT SUMMER!

**QUAIL RUN HOMEOWNERS ASSOC.
BOARD OF DIRECTORS**

Dated and Delivered: 07/14/2012

**VICK KENNEMER
PRESIDENT**

Reason for error
1) Hang up or line fail
2) No answer
3) Exceeded max. E-mail size
4) Busy
5) No facsimile connection

Date/Time: Aug. 1, 2012 10:20AM

Fax Header) R. VICTOR KENNEMER

* * * Communication Result Report (Aug. 1, 2012 10:41AM) * * *

P. 1

File	No. Mode	Destination	Pg(s)	Result	Page Not Sent
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