

DECLARATION OF ESTABLISHMENT OF
PROPERTY OWNERS ASSOCIATION OF
HUNTERS GREEN ADDITION, LOGAN COUNTY
GUTHRIE, OKLAHOMA

LEGAL DESCRIPTION:

A tract of land situated in the Southwest Quarter of the Northeast Quarter of Section 11, Township 16 North, Range 2 West of the Indian Meridian, described as follows: Beginning at a point 1015.9 feet North of the South west Corner of the Northeast Quarter of said Section 11, Township 16 North of Range 2 West of the I.M.; thence East and parallel to the South line a distance of 512.18 feet; thence in a Southwesterly direction to a point on the South line of said Northeast Quarter a distance of 200 feet East of the Southwest Corner of the said Northeast Quarter a distance of 460 feet; thence North 924 feet; thence East 330 feet; thence North 396 feet to the North line of the Southwest Quarter of the Northeast Quarter of Section 11, Township 16 North of Range 2 West; thence West along the North line a distance of 990 feet to the West line of the said Northeast Quarter; thence South 304.1 feet, more or less to the point of beginning, Logan County, Oklahoma.

THIS DECLARATION, Made and executed this 1st day of September, 1986.

W I T N E S S E T H:

WHEREAS, the undersigned is the owner of all of the lots in said Addition known as HUNTERS GREEN ADDITION, Logan County, Oklahoma, also known as Lots 1 through 9, inclusive of HUNTERS GREEN ADDITION containing 14.5 acres, more or less; hereinafter referred to as "addition", and

WHEREAS, the undersigned wishes to dedicate private roadway easements as shown on the above mentioned plat; and,

WHEREAS, the said plat of said addition shows certain roads or streets intended for ingress and egress to various lots in said addition, which roads and streets are private, not dedicated to the public, and the undersigned desires to establish an association of the owners of property in said addition for the purpose of repair maintenance and preservation of said private roads, to the end that they may be conveniently utilized by the owners of property in said addition and by their licensees, invitees, and guest. It is specifically understood that police, fire, inspection and health department vehicles and all official personnel who are in the process of performing their normal responsibilities as city, county or state employees shall have the right of ingress and egress over, upon and across said easements and that the same shall be kept open and free from obstructions at all times.

The undersigned does hereby declare that all of the property in said addition shall be subject to the provisions hereof and said lots shall be held, sold, conveyed and occupied subject to the provisions hereof and the provisions of any restrictive covenants heretofore filed, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the property within said addition and specifically for the care, upkeep, maintenance and continued improvements of said roads. These covenants and restrictions shall run with the real property and be binding on all parties having or acquiring any right, title, interest or estate in and to said property or any part thereof. The provisions herein stated as to the said Property Owners Association shall become a part of the restrictive covenants and conditions applicable to said addition and shall be enforced according to the terms thereof, as well as the other provisions of enforcement provided hereunder.

ARTICLE ONE

DEFINITIONS

Section 1.01: The following words, when used in the Declaration or any Supplemental Declaration (unless the context shall so prohibit), shall have the following meanings:

A. "Association" shall mean and refer to Property Owners Association of "addition" known as HUNTERS GREEN ADDITION, an unincorporated association, under the laws of the State of Oklahoma, its successors and assigns.

B. "Properties" shall mean and refer to all real estate in said addition, now a part of or subsequently annexed to the above platted property and brought within the jurisdiction of the Association and subject to assessment by the Association.

C. "Private Roads" or "Private Streets" shall mean all common streets or roads whether improved or unimproved, as shown on plat, a copy of which is marked "Exhibit A", attached hereto and herein incorporated by reference, of the said property, which may be owned or controlled by the Association for the common use and enjoyment for the members of the Association.

D. "Lot" shall mean and refer to any plot of land shown upon the plat of said addition, whether the same is one single lot or multiples or a portion of any said lot.

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

F. "Person" and/or "Member" shall mean an individual, a corporation, partnership, association, trust or other legal entity, or any combination thereof.

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

H. "Trustee" and/or "Director" shall be synonymous and in description of the executive group governing the Association.

ARTICLE TWO

FUTURE INTENT

Section 2.01: The Property Owners Association of the addition known as HUNTERS GREEN ADDITION, also known as Lots 1 through 9, inclusive of HUNTERS GREEN ADDITION, initially is an unincorporated, non-profit association, but may at any time after three years from the date of this declaration by a two-thirds (2/3) vote of all members entitled to vote at any Association meeting, approve the incorporation of a non-profit corporation under the laws of the State of Oklahoma, to be known as the Property Owners Association of the Addition known as HUNTERS GREEN ADDITION, also known as Lots 1 through 9, inclusive of HUNTERS GREEN ADDITION, the By-Laws of which shall contain all the rules, regulations and By-Laws of the unincorporated association.

ARTICLE THREE

MEMBERSHIP IN THE ASSOCIATION

Section 3.01: Every person who is purchasing on contract or is a record owner of a fee or undivided interest in any lot covered by this declaration and any future declaration covering all or any part of the property and subsequently included which is subject to the covenants of record and to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely in security for the performance of an obligation. Each lot receives one vote.

ARTICLE FOUR

ASSOCIATION PROPERTY

Section 4.01: The undersigned does hereby grant, bargain and

convey unto the Association the fee simple title to all of the roads shown on the recorded plat of said Addition, free and clear of all encumbrances and liens, but subject to reservation of all oil, gas and mineral interest.

ARTICLE FIVE

USE AND MANAGEMENT OF THE PRIVATE ROADWAYS

Section 5.01: The Board of Directors of the Association may from time to time establish rules and regulations governing the use of private roads within said Addition as to all owners, members, family, guests, and all other persons; provided, that such rules and regulations shall be uniform as to all members of the Association.

ARTICLE SIX

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 6.01: 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. Each member shall have one vote.

ARTICLE SEVEN

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7.01: Each owner in fee simple or equitable owner by virtue of contract for deed, by acceptance of a deed, whether or not it shall be so expressed or has been expressed in such deed, is deemed to covenant and agree to pay the Association annual assessments or charges, and special assessments or charges for capital improvements and maintenance of private roads within the Addition. Such annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge upon the land and be a continuing lien upon the property against which each assessment is made. Each such assessment 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 successors in title unless expressly assumed by them.

Section 7.02: The assessments levied by the Association shall be used exclusively to promote the improvement and maintenance of the private roads in the Addition.

Section 7.03: Commencing as of August 1, 1982, there shall be annual assessments against each lot or tract in the amount of \$50.00 per year. The said assessment per lot may be increased yearly not more than 10% without a vote of two-thirds (2/3) of the membership at a meeting duly called for such purpose.

Section 7.04: 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 common private road, 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 this purpose.

Section 7.05: Written notice of any meeting called for the purpose of taking any action authorized under Section 7.03 and 7.04 shall be sent to all members not less than 15 days nor more than 30 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

votes of the membership shall constitute a quorum. If 60% be not present for the first meeting called, a second meeting shall be called not more than thirty (30) days following the first meeting, and will require fifty percent (50%) of members to constitute a quorum.

Section 7.06: The annual assessments provided for herein shall commence as to lots on the first day of March, 1987. The Association shall, upon request, within a reasonable time, furnish a certificate signed by an officer of the Association setting forth whether all assessments on a specified lot have been paid and if not fully paid, how much on each lot is due but unpaid or due and delinquent.

Section 7.07: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action of 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 private roadways or abandonment of his lot. All owners agree that any such action may be brought by the Association in its own name as the real party in interest without each member of the Association being specifically joined therein as plaintiff or defendant.

Section 7.08: 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 proceedings 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 becoming due or from the lien thereof.

Section 7.09: The assessments created hereby shall continue so long as there are roads, either public or private, in the Addition, not accepted for maintenance by some governmental authority provided, after any such road is accepted for maintenance and actually being maintained by such governmental authority, the Board of Directors may discontinue assessments for such time as governmental responsibility continues.

ARTICLE EIGHT

PURPOSES AND BY-LAWS OF ASSOCIATION

Section 8.01: The purposes for which the Association is formed are hereinabove set forth as well as hereinafter described and shall be governed by the By-Laws, rules and regulations set forth herein or as hereafter adopted by the Board of Trustees of the Association.

Section 8.02: (a) Regular Meetings. A regular meeting of the members shall be held by the Association on the first day of March of each year, commencing with the year 1987, for the purpose of electing a Board of Trustees or Directors and transaction such other business as may come before the meeting.

(b) Notice of Regular Meetings. Notice of each regular meeting of the members shall be given. Such notice must state time and place of the meeting, and that the purposes thereof are the election of a Board of Directors and the transaction of such other business as may come before the meeting, a copy thereof shall be mailed to each member of the Association; such notices shall be deposited in the Post Office at Guthrie, Oklahoma, with postage prepaid, at least 15 days prior to the time for holding such meeting.

(c) Special Meetings. Except where otherwise prescribed by law or elsewhere in these restrictions and covenants, a special meeting of the members may be called at any time by the President, or by the Board of Directors or by members of the Association having three votes.

(d) Notice of Special Meetings. Notice of each special meeting of the members shall be given. Such notice must state the time and place of the meeting, and the business to be transacted at the meeting; a copy thereof shall be mailed to each member of the Association; such notice shall be deposited in the Post Office at Guthrie, Oklahoma, with postage prepaid, at least 10 days prior to the time for holding such meeting.

(e) Place of Meeting and Quorum. All meetings shall be held in Logan County, Oklahoma, preferably within the Addition. At any meeting, a majority of the members being present in person or represented by proxy, shall constitute a quorum for all purposes, including the election of directors, except when otherwise provided by law or these covenants and restrictions.

Section 8.03: (a) Number. The Association powers, business and property, both real and personal, shall be exercised, conducted and controlled by a Board of Trustees of three (3) members. The Board of Trustees may also be known as a Board of Directors and the use of directors and/or trustees shall be synonymous.

(b) Election. The Trustees or Directors shall be elected annually at the regular meetings of the members from the membership of the Association, commencing with the year 1986.

(c) Vacancies. Vacancies in the Board of Directors shall be filled by the other directors in office and such persons shall hold office until the election of their successor by the members. Any director who ceases to be a member or who violates any contract with this Association in any particular, shall cease to be a member of the Board as soon as a majority of the Board passes a regulation to such effect. The vacancy caused thereby shall be filled by the directors.

(d) First Meeting of Trustees or Directors. Immediately after such election of directors, the newly elected directors shall hold a regular meeting and organize by the election of a president, a vice-president, a secretary and a treasurer, and transact any other business deemed necessary.

(e) Regular Meetings of Trustees. In addition to the special meetings mentioned, a regular meeting of the Board of Directors or Trustees shall be held in Logan County, Oklahoma, at such time and place as the Board may direct, but not less than every six (6) months.

(f) Special Meetings. A special meeting of the Board of Directors shall be held whenever called by the president or by a majority of the directors. Any and all business may be transacted at a special meeting. Each call for a special meeting shall be in writing, signed by the person or persons making the same, addressed and delivered to the secretary, and shall state the time and place of such meeting.

(g) Notice of Regular or Special Meetings. Notice of regular or special meetings of the directors shall be given at least 10 days prior to the time set for the meeting, unless specifically waived.

(h) Quorum. Two directors shall constitute a quorum of the board at all meetings and the affirmative vote of

(i) Compensation. Each member of the Board of Directors shall receive no compensation, but may by resolution be refunded any actual expenses incurred in the performance of the duties and obligations as such on behalf of the Association.

Section 8.04: Powers of Directors or Trustees. The directors shall have the following powers:

- (a) To call special meetings of the members when they deem it necessary, and they shall call a meeting at any time upon the written request of three (3) of the Association.
- (b) To appoint and remove at pleasure, all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require from them, if advisable, security for faithful service.
- (c) To select one or more banks to act as depository of the funds of the Association and determine the manner of receiving, depositing and disbursing the funds and the form of checks and the person or persons by whom same shall be signed, with power to change such banks and the person or persons signing said checks and the form thereof at will, provided all withdrawals shall require the signature of not less than two officers of the Association.
- (d) To control, maintain, manage and improve the common private roads within the Addition, and to enforce all covenants contained herein and applicable to said addition for the maintenance, assessment and the collection as well as the enforcement of collection thereof against all persons and property liable therefore, as specifically provided in these covenants and restrictions.

Section 8.05: Duties of Directors or Trustees. It shall be the duty of the Board of Directors or Trustees:

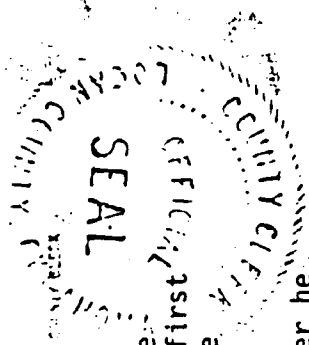
- (a) To keep a complete record of all its acts and of the proceedings of its meetings, and to present a full statement at the regular meetings of the meetings of the members showing in detail the condition of the affairs of the Association.
- (b) To determine the maintenance assessment or assessments, to collect the same, as well as enforce by legal proceedings, if necessary, the collection of the same against all persons or property liable therefor.
- (c) To control, maintain, manage and improve as determined reasonable and necessary for the preservation and upkeep, as well as the natural protection and convenience of all members of the Association, of the common private roadways within the addition.
- (d) To do all other things necessary and incidental to the keeping and carrying out of the purposes, affairs and interest of the Association.

Section 8.06: The officers of the Association shall be a president, vice-president, secretary and treasurer, together with any other administrative officers which the Board of Directors may see fit in its discretion to provide for by resolution entered upon its minutes.

Section 8.07: The President. If at any time the President shall be unable to act, the Vice-President shall take his place and perform his duties, and if the Vice-President shall be unable to act, the Board shall appoint a director to do so. The President or such Vice-President shall:

- (a) Preside over all meetings of the members and directors.

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(b) Sign, as President on behalf of the Association, all contracts and instruments which have been first approved by the Board of Directors and the membership of the Association.

(c) Call the directors together whenever he deems it necessary, and shall have, subject to the advice of the directors, discretion of the affairs of the Association and generally shall discharge such other duties as may be required of him by these By-Laws or by the Board.

Section 8.08: Secretary and Treasurer. It shall be the duty of the Secretary and Treasurer:

(a) To keep record of the proceedings of the meetings of the Board of Directors and of the members.

(b) To affix his signature, together with any Association seal, if one is adopted by the Board of Directors, in attestation of all records, contracts, and other papers requiring such seal and/or attestation.

(c) To keep a proper membership book showing the name and addresses of each member of the Association, the number of votes of such member, the date of effective membership, cancellation or transfer.

(d) To keep a record of all assessments, the name and address of the person liable therefor, as well as a description of the real property against which constitutes a lien and all payments thereof or made thereon.

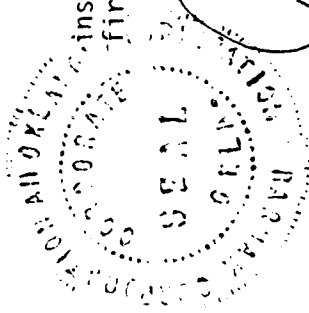
(e) To receive and deposit all funds of the Association, to be paid out only on checks drawn as hereinbefore provided, and account for all receipts, disbursements and balance on hand.

(f) To furnish a bond in such form and in such amount as the Board of Directors may from time to time require.

(g) To discharge such other duties as pertain to his office or may be prescribed by the Board of Directors.

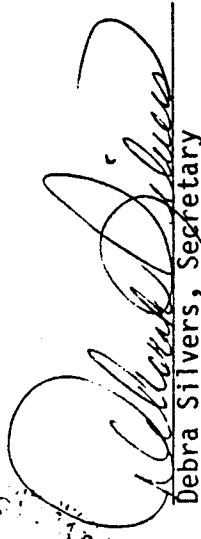
(h) To mail all notices of meetings as required by the By-Laws.

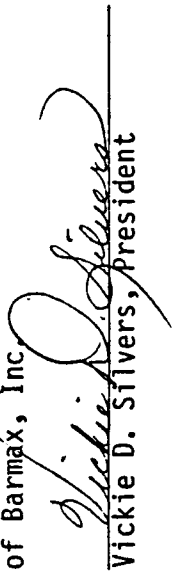
Section 8.09: These By-Laws may be amended at any regular or special meeting of the members of the Association by the vote of two-thirds (2/3) of the members entitled to vote thereon.



IN WITNESS WHEREOF, the undersigned owners have caused this instrument to be executed and acknowledged as of the day and year first above written.

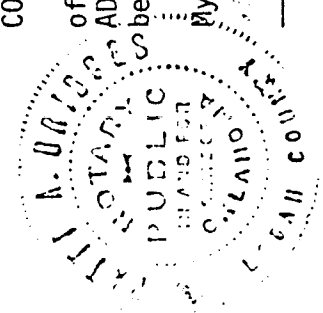
HUNTERS GREEN ADDITION, A Subsidiary of Barmax, Inc.


Debra Silvers, Secretary


Vickie D. Silvers, President

STATE OF OKLAHOMA } SS.
COUNTY OF LOGAN }

The foregoing instrument was acknowledged before me this 1st day of September, 1986, by VICKIE D. SILVERS, President of HUNTERS GREEN ADDITION, A Subsidiary of Barmax, Inc., an Oklahoma Corporation, on behalf of the Corporation.



My Commission Expires:

5-14-90

Notary Public