

DECLARATION OF
CONDITIONS, RESTRICTIONS, COVENANTS AND EASEMENTS
FOR

Cedar Valley Farms Phase I
BOGI Developers, LLC
2251 S May Ave
Guthrie, OK 73044

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FOR

Cedar Valley Farms Phase I

THIS DECLARATION dated ***** by BOGI Developers, LLC an Oklahoma limited liability company, having a mailing address at ***** (the "Declarant").

RECITALS

- A. Declarant owns a one hundred fifty three (153) acre tract of land more or less located in Logan County, Oklahoma. A portion of this tract (hereinafter called the "Property") consists of all of the land described on Exhibit "A" attached hereto and made a part hereof and shown on the subdivision plat entitled "Final Plat of Cedar Valley Farms Phase 1 recorded in Plat Book _____ at Page _____ in the office of the County Clerk of Logan County, Oklahoma.

- B. The Declarant desires to subject the Property, and the lots (the "Lots") located therein to the covenants, conditions and restrictions set forth below which are for the purpose of protection the value and desirability of the Property and the Lots, and are for the purpose of distributing among the Lot Owners (as defined herein) the cost of maintaining and operating the Common Areas (as defined herein) located within the Property, and any improvements constructed thereon.
- C. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth below.

ARTICLE I

DEFINITIONS

- (a) "Articles" shall mean the duly adopted Articles of Association for Cedar Valley Farms Phase I Homeowners' Association filed hereinafter with the office of the County Clerk for Logan County, Oklahoma.
- (b) "Association" means Cedar Valley Farms Homeowners Association, LLC.
- (c) "Bylaws" shall mean the duly adopted Bylaws of the Association, as the same may be amended, changed or modified from time to time.
- (d) "Board of Directors" or "Board" shall mean the Board of Directors of the Association as selected pursuant to the provisions of the Bylaws.
- (e) "Common Area(s)" means those areas of land, designated on the recorded subdivision plats of the Property as "open space", including any private streets and facilities intended to be owned by the Association and devoted to the common use and enjoyment of the Lot Owners.
- (f) "Common Expenses" shall mean the following:
 - (i) Expenses of administration, maintenance, repair or replacement of the Common Areas to the extent such expenses are to be borne by the Association under the terms of this Declaration;
 - (ii) Expenses agreed upon as common by all Lot Owners acting through the Association; and
 - (iii) Expenses declared common by the provisions of the Declaration or by the Bylaws in force as of the date hereof or as they may later be amended.

(g) "Declarant" means BOGI Developers, LLC, an Oklahoma limited liability company, and declarant's successors and assigns.

(h) "Declaration" means this instrument, together with such amendments to this instrument as may hereafter from time to time be lawfully made

(i) "Lot Owner(s)" or "Owner(s)" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple or perpetually renewable leasehold title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot. The term "Lot Owner(s)" or "Owner(s)" shall not mean any contract purchaser, nor shall it include any mortgagee or other person or legal entity holding an interest in a Lot as security for the performance of an obligation.

(j) "Majority of Lot Owners" means the owners of more than fifty percent (50%) of the Lots. Any specified percentage of Lot Owners means such percentage in the aggregate of such ownership of Lots.

(k) "Person(s)" means an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(l) "Professional Builder" means an individual or organization that is engaged in the business of building residential housing for the purpose of resale to a third party as a residence of the third party.

(m) "Property" means all of the land described on Exhibit "A" attached hereto, being the same parcel of real property shown on the "Final Plat Cedar Valley Farms Phase I" more particularly referred to in paragraph A of the Recitals to this Declaration and such additional land as may be subjected to this Declaration under the provisions of Article II below.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

SECTION 1

2.1 Declarant hereby declares that all the Property is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, covenants, conditions, restrictions, reservations, liens and charges, all of which are hereby declared and established and agreed to be in furtherance of a general plan and scheme for the sale of Lots, and all of which are declared and established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. All of said limitations liens, covenants, conditions, reservations, charges and

restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any Lot, the Property or any part thereof, whether as sole owner, joint owner, lessee, tenant, occupant, successor, trustee, assigns or otherwise.

SECTION 2

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1

3.1 Every Lot Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot.

SECTION 2

3.2.1. The Association shall have two classes of voting membership:

- (a) Class A. Except for Declarant (which shall initially be a Class B member), the Class A members shall be all of the Lot Owners. Each Class A member shall be entitled to one (1) vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.
- (b) Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes per Lot for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

3.2.2. The vote of any Class A member comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Association of Cedar Valley Farms Phase I, or as the several constituents may determine, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them.

3.2.3. The Class B membership in the Association shall cease and be converted to Class A membership in the Association on the twenty-first (21st) anniversary of the date of this Declaration or at such earlier time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B member of the Association; Provided that the Declarant, its successors or assigns consents in writing to such conversion of Membership from Class B to A; Further provided, however the Class B Membership shall be revived (and Declarant shall again be entitled to three votes for each Lot owned by Declarant) during any periods of time occurring before the twenty first (21st) anniversary of the date of the Declaration, when by reason of the annexation of Additional Land as a part of the Property additional Lots owned by Declarant exist

which, when added to the other Lots then owned by Declarant, would result in Declarant having more than 50% of the votes of the Association were Declarant to have three (3) votes for each Lot owned by Declarant instead of only single vote for each Lot owned by Declarant.

ARTICLE IV

COMMON AREAS

SECTION 1

4.1.1. Declarant shall grant and convey to the Association, and the latter shall take and accept from the Company, the Common Areas shown on a subdivision plat, if such common areas exist, which is subject to this Declaration not later than the date the first Lot shown on the subdivision plat which is improved by a dwelling is conveyed to an Owner. At the time of the conveyance the Common Areas shall be free of any mortgages, judgment liens or similar liens or encumbrances.

4.1.2. The Association shall hold the Common Areas conveyed to it subject to the following:

- (a) The reservation to the Declarant of the right to dedicate as easements, strips of land on, over, under or in any portion of any Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property or to provide adequate service to any offsetting property.
- (b) The reservation to Declarant of the right to lay, install, construct and maintain, on, over, under or in those strips across land designated on the subdivision plat, as "Drainage and Utility Easement", "Drainage and Sewer Easement", "Open Space", and "Area Reserved for Future Road", or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property or on any offsetting properties, or the area in which the same is located, together with the right and privilege of entering upon any Common Area for such purposes and making openings and excavations therein.
- (c) The reservation to Declarant of the right to enter upon any Common Area conveyed to the Association for the purpose of construction or completing the construction of improvements and the landscaping of the Common Area.

- (d) The reservation to Declarant of the right to continue to use and maintain any stormwater management ponds and any sediment control ponds or facilities located on any Common Area conveyed to the Association.

SECTION 2

4.2.1. The Common Areas conveyed to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained on any Common Area except: (i) structures or improvements designed exclusively for community use, including, without limiting the generality of the foregoing, shelters, benches, chairs or other seating facilities, fences and walls, walkways, roadways, playground equipment, swimming pools and tennis courts, and (ii) drainage, storm water and utility systems and structures. The Common Areas may be graded, and trees, shrubs or other plants may be placed and maintained thereon for the use, comfort and enjoyment of the Owners, or the establishment, retention or preservation of the natural growth or topography of the Common Areas, or for aesthetic reasons.

4.2.2. No portion of any Common Area may be used exclusively by any Owner for personal gardens, storage facilities or other private uses without the prior written approval of the Association.

4.2.3. Notwithstanding anything herein contained to the contrary or any possible implications contained of the plat of the Property, the Declarant is not under any obligation whatsoever to make any improvements or provide utilities or other facilities beyond those which exist in or on the Property or the Additional Land as of the date a Owner purchases his Lot. Declarant makes no warranties (implied or otherwise) regarding any improvements on the Property or the Additional Land, but assigns to the Association all warranties (if any) made by third parties with respect to any such improvements.

4.2.4. With respect to any Lot owned by Declarant and with respect to the Common Areas, nothing contained in this Declaration shall be constructed to prevent the operation, erection, maintenance or storage by Declarant, or its duly authorized agents, of structures, improvements, signs, materials, fluids or equipment necessary or convenient to the maintenance, development or sale of Lots with the Property.

SECTION 3

4.3.1. No noxious or offensive activity shall be carried on within the Property (including any Lot or Common Area), nor shall anything be done therein which will become an annoyance or nuisance to the neighborhood.

4.3.2. No drilling or puncturing the surface for oil, gas or other minerals or hydrocarbons on the Property (including any Lot or Common Area) shall be permitted except for water wells.

4.3.3. The storage of trash, ashes or other refuse except in normal receptacles is prohibited. Weeds, underbush or other unsightly growths shall not be permitted to grow or remain on any Lot or any Common Area.

SECTION 4

4.4.1. The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense.

4.4.2. The Lot Owners and each of them, together with all parties bound by this Declaration, covenant and agree that the administration of the Common Areas shall be in accordance with the provisions of this Declaration, the Articles, the Bylaws, and such rules and regulations as may be adopted by the Board, and the amendments, changes and modifications thereto as may come into effect from time to time. In the event of any inconsistency between the provisions of this Declaration and the provisions of the Articles, the Bylaws, or rules and regulations, the provisions of this Declaration shall prevail.

4.4.3. The Association shall have the following powers and duties:

- (a) The Association shall acquire and pay out of the assessments levied and collected in accordance herewith, for all development, maintenance, gardening service, refuse collection, and other necessary expenditures relating to the Common Areas.
- (b) Except as otherwise provided herein, the Association shall maintain or cause the Common Elements and the landscaping, improvements, facilities, and structures thereof to be maintained and kept in a good state of repair, and acquire for the Association and pay from assessments for such services, equipment, maintenance, and repair as it may determine are necessary in order to keep and

at all times maintain the Common Areas and the landscaping, improvements, and facilities thereon in a good and sanitary state of condition and repair.

- (c) Except as to the taxes, levies or assessments levied separately against an individual Lot and/or the Owner thereof, the Association shall pay all taxes, real and personal, and assessments, bonds and levies which are or would become a lien on the Common Areas.
- (d) The Association, at any time, and from time to time, may establish, in accordance with the Bylaws, such uniform rules and regulations as the Association may deem reasonable in connection with the use, occupancy and maintenance of the Common Areas by Lot Owners, their guests, invites and licensees and the conduct of such Persons with respect to vehicles, parking, bicycle use, use an parking of trucks and vans, facilities constructed on the Common Areas or be offensive to or cause inconvenience, noise or damage to persons residing in the Property or visiting the Common Areas. The Association shall send a copy of such rules and regulations, together with the amendments and additions thereto, to each Lot Owner upon receiving written notice of his status as an Owner.
- (e) The Association may contract for a security service, and cause such service to be maintained as a common expense, provided that the decision to provide for a security service be at the sole option and discretion of the Association and The Association shall have no obligation to provide such a system.

SECTION 5

4.5.1. The Board shall keep or cause to be kept records with detailed accounts of the receipts and expenditures affecting the Common Areas, and its administration and specifying the maintenance and repair expenses of the Common Areas and any other expenses incurred by or on behalf of the Association. The records so kept shall be available for inspection at convenient hours on working days by all Owners and mortgagees, and representatives of the Federal Housing Administration and Veterans Administration.

SECTION 6

4.6.1. The right of each Owner to use the Common Areas shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. All such terms, conditions, provisions, rules and regulations shall insure to the benefit of and be enforceable by the Association and Declarant, or either of them, their respective successors and assigns, against any Owner, or any other Person, violating or attempting to violate the same,

either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation.

4.6.2. The Association and Declarant shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner. Further, each Lot Owner shall be entitled to enforce the provisions of this Declaration to the extent authorized by law.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

SECTION 1

5.1.1 Declarant shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions herein set forth, which are imposed upon the Lots for the benefit of Declarant, the Association and the Owners, and their respective personal representatives, successors and assigns, to the end and intent that each Owner shall hold his Lot subject to the following provisions.

5.1.2. Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to the Lot. The right to the use and enjoyment of all Common Areas shall be subject to: (1) the right of the Association to charge reasonable admission and other fees for use of facilities within the Common Areas; and (ii) the right of the Association to suspend the voting rights and rights to use the Common Areas by an Owner (a) for any period in which any assessment against his Lot remains unpaid, or (b) for a period not to exceed ninety (90) days for any infraction of published rules and regulations of the Association.

5.1.3. In furtherance of the foregoing, each Lot Owner shall have a non-exclusive easement of access to use and enjoyment of, and ingress and egress through, the Common Areas, and such easements shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) Such easements shall be subject to the right conferred by this Declaration of the Board to establish uniform rules and regulations concerning the use of the Common Areas.

(b) Such easements shall extend to and include both the Property and the Additional Land, together with the respective Common Areas, upon the occurrence of expansion as provided in Article II hereof as though the Property and Additional Land were both originally subject to the provisions of this Declaration.

5.1.4. Any damage to any Common Areas which is caused by the negligent act or the willful misconduct of any Lot Owner may be repaired by the Association but, in such event, the Association shall be entitled to reimbursement from the Lot Owner responsible for such damage,

SECTION 2

5.2.1. Any Owner may delegate, in accordance with the Bylaws of the Association, his right to the use and enjoyment of the Common Areas, and any facilities thereon, to the members of his family, his tenants, or to contract purchasers who reside on his Lot.

5.2.2. A Lot Owner may not waive or otherwise escape liability for the assessments provided for by this Declaration or otherwise duly and properly levied by the Board, by non-use of the Common Areas and the facilities thereon or any part thereof, or by abandonment of his Lot.

SECTION 3

5.3.1. Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as these rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Areas.

5.3.2. Failure or refusal by an Owner after written notice to comply with any of the rules, regulations and restrictions shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Board of Directors on behalf of the Association.

SECTION 4

5.4.1. The rights, privileges and easements of the Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Association.

5.4.2. No such dedication or transfer shall be effective unless approved by a two-thirds (2/3rds) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

ARTICLE VI

COVENANT FOR ASSESSMENT

SECTION 1

6.1.1. Declarant, for each Lot owned by Declarant within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association a pro rata share of (1) annual assessments or charges; and (ii) special assessments of charges for capital improvements, such annual and special assessments and charges to be established and collected as hereinafter provided.

6.1.2. The annual and special assessments or charges, together with interest at the rate of eighteen percent (18%) per annum accruing from their due date until payment is made, and the costs of collection thereof and reasonable attorney's fees, shall be a charge on, and continuing lien upon each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of eighteen percent (18%) per annum accruing as aforesaid, and costs and reasonable attorney's fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the owner of the Lot. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorney's fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

6.1.3. The assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents of the Property, and in particular for the improvement, operation and maintenance of the Common Areas, including, but not limited to, the payment of taxes (except to the extent that proportionate shares of such public charges and assessments on the Common Areas may be levied against all Lots on the Property by the tax collecting authority so that the same are payable directly by the Owners thereof, in the same manner as real property taxes assessed or assessable against the Lots) and insurance thereon.

SECTION 2

6.2.1. Until December 31st of the year in which the first Common Area is conveyed to the Association, the annual assessment shall be Two Hundred Fifty Dollars (\$250.00) per Lot, which shall be the maximum annual assessment for that year. Thereafter, the maximum permissible annual assessment may increase each year by no more than fifteen percent (15%) of the maximum permissible annual assessment for the previous year without the necessity of a vote of the membership of the Association. The

maximum permissible annual assessment may be increased above the fifteen percent (15%) limitation specified in the preceding sentence only by a Majority of Lot Owners of each class of members of the Association, voting in person or by proxy, at a meeting called for such purpose

6.2.2. The Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum permissible annual assessment applicable to that year without the necessity of a vote of the membership of the Association.

6.2.3. Notwithstanding anything elsewhere set forth herein, the annual assessments or charges made or levied against any Lot of which Declarant is the Owner on January 1st of the year to which the assessment pertains, shall equal ten percent (10%) of the annual assessment or charge made or levied against any other Lot on the Property, it being intended that the Company shall not pay more, or less, than ten percent (10%) of the per Lot annual assessment established by the Association under this section.

6.2.4. Notwithstanding anything elsewhere set forth herein, the annual assessments or charges made or levied against any Lot which is purchased for construction and sale to a third party and a Professional Builder is the owner on January 1st of the year to which the assessment pertains, shall equal ten percent (10%) of the annual assessment of charge made or levied against any other Lot on the Property.

SECTION 3

6.3.1. In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on any Common Area, including fixtures and personal property related thereto, provided that such assessment shall first be approved by a Majority of Lot Owners of each class of the members of the Association, voting in person or by proxy at a meeting called for such purpose.

6.3.2. Notwithstanding anything elsewhere set forth herein, the Declarant and/or a Professional Builder and all Lots owned by the Declarant and/or a Professional Builder are hereby exempt from any and all special assessments levied by the Board of Directors of the Association.

SECTION 4

6.4.1. Except as provided in Section 2 of this Article, and in Section 6 of this Article, annual assessments must be fixed at a uniform rate for all Lots.

SECTION 5

6.5.1. Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 2 or 3 of this Article shall be sent to all members not less than ten (10) days, nor more than sixty (60) days, in advance of the meeting.

6.5.2. At the first meeting, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (12) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

SECTION 6

6.6.1. The annual assessments shall commence on the first day of the month following the filing and recordation of this Declaration. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement. The amount of the assessment for the first year shall be an amount which bears the same relationship to the annual assessment provided for in the first sentence of Section 2 of this Article as the remaining number of months in that year bear to twelve. The same reduction in the amount of the annual assessment shall apply to the first assessment levied against any property which is hereafter added to the Property at a time other than the beginning of any calendar year.

6.6.2. The annual assessments for any year after the first year shall be on a calendar year basis and become due and payable on the first day of March of that year.

6.6.3. The due date under any special assessment under Section 3 shall be fixed in the resolution authorizing the special assessment; however, such due date shall be at least sixty (60) days after the date of such resolution.

SECTION 7

6.7.1. The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each Lot for each assessment period at

least one (1) month in advance of the due date for the payment thereof and shall, at that time, prepare a roster of the Lots and assessments applicable thereto. Such roster shall be kept in the office of the Association and shall be open to inspection by any Owner, upon ten days written notice by the Owner to the Association.

6.7.2. If an annual or special assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment. In any such proceeding, there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action. Each Owner of a Lot shall by accepting title thereto be deemed to have assented to proceedings for the foreclosure of any lien upon his Lot including a foreclosure by power of sale pursuant to the Oklahoma Power of Sale Mortgage Foreclosure Act) which results from his failure to pay an assessment on the due date thereof.

SECTION 8

6.8.1. The lien of the assessments provided for herein shall be subordinate to any mortgage or deed of trust hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

6.8.2. In the event a mortgage on a Lot should provide that a default in the payment of an assessment shall be an event of default in such mortgage and, if required by the mortgage by written notice to the Association, the Board of Directors shall give notice of any default in payment of an assessment to the mortgagee.

6.8.3. To evidence the lien for unpaid assessments, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such notice shall be signed by the President or a Vice-President of the Association, and shall be duly attested and acknowledged, and shall be recorded in the office of the County Clerk of Logan County, Oklahoma, Such lien for the Common Areas shall attach from

the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosing of the defaulting Owner's Lot subsequent to the recording of a notice or claim thereof by the Association in like manner as a mortgage on real property. The owner of the Lot being foreclosed shall be required to pay to the Association the monthly assessment for the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid assessment payable with respect to such Lot, and such payment shall not be deemed a waiver by the Association of default by the Lot Owner,

6.8.4. Upon the sale or conveyance of a Lot, all unpaid assessments against the seller-owner for his pro rata share of the Common Expenses, including interest and costs and reasonable attorney's fees incurred in collection, shall be first paid out of the sales price or by the purchaser in preference to any other assessments or charges of whatever nature, except the following:

(a) Assessments, liens and charges for ad valorem taxes past due and unpaid on the Lot;

(b) Judgments entered in a court of record prior to the date of Common Expense assessment;

© Mortgage instruments of encumbrance duly recorded prior to the date of such assessment;

(d) Mechanic's and Materialman's liens arising from labor performed or materials furnished upon a Lot prior to the date of such assessment, and

(e) Mechanic's and Materialman's liens for labor performed or material furnished upon the Common Areas to the extent of the proportionate part chargeable to the Lot Owners which constitute a part of an assessment charge for Common Expenses, satisfaction of which shall discharge the assessment to the extent of the payment made.

ARTICLE VII

REPAIR AND MAINTENANCE OF LOTS

7.1.1. The owner of each Lot shall keep the Lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded and mowed, shrubbery trimmed and painted exterior surfaces repainted, all in a manner and with such frequency as is consistent with good property management. Building and or construction shall be confined to the lot on which the building and or construction is being performed. Adjacent lots to the building and or construction site

shall not be utilized for the construction processes in any manner whatsoever including: storage of materials of any kind or nature and construction vehicular traffic of any kind or nature. Debris and trash containment which prevent the debris and trash from leaving the construction site is mandatory for all building and or construction sites.

7.1.2. In the event the Owner of a Lot shall fail to maintain the Lot and the buildings and other improvements thereon as provided herein, the Association, after notice to the Owner and with the approval of the Board of Directors, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the owner of the Lot, upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article VI of this Declaration.

ARTICLE VIII

USE AND BUILDING RESTRICTIONS, REQUIREMENT OF APPROVAL FROM DECLARANT

8.1.1. The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single family residence purposes only, and no building, fence, mailbox shall be erected, altered, placed, or maintained upon a lot until complete plans and specifications showing the precise and exact nature, kind, shape, height, set-back, materials, color, and location of the same shall have been submitted in duplicate to and approved in writing by the Declarant as to the harmony of external design, color, and location in relation to surrounding structures and topography and conformity with the design concept for the improvements. Declarant may waive this requirement, at its option, by written authorization upon the terms and conditions set forth in said writing.

(a) Real estate sales, management and construction offices may be maintained and operated only within the model home structure and used solely in connection with the development of the Property or the construction of improvements on the Property, or the management, rental or sale of any part of the Property, or of improvements now or hereafter erected thereon. A Model Home is defined as a single family structure constructed within the parameters of these Conditions, Restrictions, Covenants and Easements which is intended to be temporarily used as a Model Home and Sales Office and will be converted to a single family residence upon the completion of construction in the addition.

(b) Any Lot or other parcel of land comprising the Property, and any improvements now or hereafter erected thereon may, with the prior written consent of Declarant, be used

for a playground, nonprofit community swimming pool, non-profit community tennis court, park, place of public assembly for community meetings, automobile parking area for non commercial vehicles while the passengers are using or attending any of the above activities, and for the usual purposes incidental to the foregoing.

8.1.2. No Structure shall be erected, placed, altered or permitted to remain on any Lot nearer to any street than the minimum building setback line for the Lot as shown on the Final Plat of Cedar Valley Farms Phase 1 therefore.

8.1.3. No fencing shall be installed on the front portion of any Lot and must commence at least five (5) feet from the front of the main structure. Declarant must approve fence material and layout prior to installation.

8.1.4. Above-ground-level swimming pools shall not be permitted.

8.1.5. The area of the dwelling house, exclusive of one story open porches and garages, shall not be less than 2,400 sq. feet.

8.1.6. New construction is required to install no less than 10,000 square feet of sod and shall cover the front yard and no less than 15 feet from the sides and rear of the main house. All residential construction shall include a minimum of \$2500 in landscaping and include at least one 3" caliper tree, not including the cost of sod or its installation.

8.1.7. Basketball goals can not be attached to the home or outbuilding. Trampolines are permitted as long as they are buried at grade height so that they may not be easily visible or prone to wind damage.

8.1.8. No animals may be kept, maintained, or bred on any Lot or in any dwelling houses or other structures erected thereon, except that no more than three dogs, cats, or similar domestic household pets may be kept on a Lot provided they are not kept, bred or maintained for any commercial purpose, and provided further that are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. All pets must be kept within a fenced area or on a leash, and are not permitted to run freely within the Property. Chickens are limited to no more than 6 at a time and coop must be approved, in advance by the Declarant. No roosters are allowed. One horse (1) shall be permitted on lots of 2.5 acres or larger in size. Items incidental to horse facilities must be approved by the Declarant prior to installation. `

8.1.9. No nuisance shall be maintained, allowed or permitted on any part of the Property, and no use thereof shall be made or permitted which may be noxious or detrimental to health.

8.1.10. Each Lot and the Structures thereon shall be kept in good order and repair and free of debris; lawns shall be sodded and mowed, shrubbery trimmed and exterior surfaces painted, all in a manner and with such frequency as is consistent with good property management.

8.1.11. No Structure other than a dwelling house shall be used at any time as a residence, either temporarily or permanently. No vehicles of any kind or nature shall be parked on the street or on any Lot except in designated parking areas or driveways except as in the case of commercial vehicles as stated below. No boats, trailers, pick-up campers or recreational vehicles shall be parked or stored on any street, or on any Lot except in a garage or parked on the rear areas of the driveway, behind the building line, and concealed from the street. Owner may be required to install landscaping or fence to conceal vehicles so as not to affect the view of neighboring residences. No commercial vehicles shall be parked on the street or any Lot longer than is reasonably necessary for the driver to perform the business functions to which the commercial vehicle relates. No motor vehicle of any kind shall be allowed on the unpaved portion of the common areas or upon any unpaved portion of any Lot except for maintenance purposes. The areas of the private streets marked and designated as parking areas, are for the short term use of property owners and their guests. These parking areas shall not be used for the storage, even on an overnight basis, of the property owner's vehicles or any other materials.

8.1.12 No advertising or display signs of any character shall be placed or maintained on any part of the Property or on any Structure except with the written consent of Declarant, except customary "For Sale" signs, not larger than standard realty signs.

8.1.13 No outside television or radio antenna shall be erected, installed or maintained on any Lot, or on any structures thereon, except that of an outside television or internet antennae and any of its supporting apparatus combined will not exceed three foot (3) in length, and will not exceed three foot (3) in height, above the roof or chimney of the structure. Solar Panels shall not be installed without the written approval of the Declarant.. Above ground propane tanks are permitted, the location must be a minimum of 10 feet from the property boundary and tank must be hidden by fence or evergreen landscaping. Declarant must approve the location of the propane tank.

8.1.14 No exterior clothes dryer lines on any Lot or Structure.

8.1.15 The front yard of each Lot shall be kept only as a lawn, including trees, flowers and shrubs. No tree or shrub shall be located that blocks the view of operators of motor vehicles so as to create a traffic hazard. No sculpture or lawn ornaments of any kind will be permitted in yards visible from the street.

8.1.16 The structural foundation and driveway for each Lot shall be composed completely of concrete and extend all the way to the edge of the street.

8.1.17 The principal first floor material, other than glass, of the exterior of each wall of any dwelling structures shall be 80% brick, stone, stucco, Hardie, or reasonable equivalent. Wood or other durable material may be used on the second story. Detached structures such as storage buildings shall be architecturally and structurally compatible with the primary building structure and have the same roofing material as the primary structure or shall be no higher than 10 feet tall and in the rear of the property behind the primary structure. Guidelines for metal buildings are subject but not limited to the following; concrete slab floor minimum thickness 4 inches, 2400 sq. foot maximum size, maximum of 14 foot sidewalls, and located in the rear of the property behind the primary dwelling. Mail boxes will be constructed from the same exterior wall material as the primary dwelling structure. Composite shingle roofing material shall be rated a minimum of 25-year life, NO THREE TAB SHINGLES. Roof color shall be black or weathered-wood. Metal accent roofs are permitted. The minimum roof pitch allowed for any section of the roof structure shall be 6 inches of rise to 12 inches of run (6:12) unless otherwise approved by Declarant in writing. Construction of all structures must be approved, in writing, by the Declarant prior to construction.

8.1.18 The name, address, and phone number of any builder or contractor to construct any structures on the property shall be submitted to the declarant for approval prior to starting any construction. Any such decision by the Declarant approving or disapproving any builder or contractor shall be final and binding on all those concerned.

8.1.19 Guest homes/living quarters are permitted at a minimum square footage of no less than 1,000 or contained wholly within the approved outbuilding. Guest homes not inside approved outbuildings must adhere to the same building requirements as the main structure. Not all lots may be eligible for guest homes. No more than two buildings including the residence, shall be permitted on a building lot. The Declarant and the Department of Environmental Quality must approve any plans for additional residential buildings on a Lot.

ARTICLE IX

EASEMENTS

9.1.1. Easements for the installation and maintenance of utilities, to include without limitation, storm water sewers and drainage facilities, are hereby reserved over the front, side and rear five (five) feet of each Lot, and as provided on the Final Plat Cedar Valley Farms Phase I. No Structure, planting or other material shall be placed or permitted to remain within said easements or within any utility or similar easements shown on the Final Plat of Cedar Valley Farms Phase I, or located or constructed in such a fashion 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 easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. N conveyance by Declarant of any Lot, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey Declarant's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of Declarant to thereby convey or release such easements.

9.1.2. Declarant hereby reserves unto itself, its successors and assigns, without further approval from the Association or any Lot Owner, the right to grade, regrade and improve the streets, avenues, roads, courts and open spaces as the same may be located on the Final Plat of Cedar Valley Farms Phase I, including the creation or extension of slopes, banks, or excavation in connection therewith and in the construction of and installation of drainage structures therein

9.1.3. Declarant further reserves unto itself, its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality; to install and maintain pipelines, underground or above ground lines, with the appurtenances necessary thereto, for public utilities or quasi-public utilities, or to grant such other licenses or permits as Declarant may deem necessary for the improvement of the Property in, over, through, upon and across any and all of the streets, avenues, roads, courts, common areas and open spaces, and in, over, through, upon and across each and every Lot in any easement area reserved by the Declaration or as shown on the Final Plat of Cedar Valley Farms Phase I. Declarant further reserves to itself, and its successors and assigns, the right to dedicate all of the streets, avenues, roads, courts, open spaces and easements to public use. No street, avenue, road,

court, open space or easement shall be laid out or constructed through or across any Lot, except as set forth in this Declaration, or as laid down and shown on the Final Plat of Cedar Valley Farms Phase I, without the prior written approval of Declarant. No owner of any lot or lots in this addition shall demand or require the furnishing of electric service through or from overhead wire facilities so long as electric service is available from an underground distribution system and the owner of each lot shall provide the required facilities to take and receive electric service to any improvements.

ARTICLE X

GENERAL PROVISIONS

SECTION 1

10.1. Invalidation of any one of the provisions of this Declaration by judgment or court order shall not affect any other provision, covenant or restriction of this Declaration, all of which shall remain in full force and effect.

SECTION 2

10.2.1. All the provisions of this Declaration shall run with and bind the Property and shall be enforceable by Declarant, the Association and any Lot Owner until the twenty-first (21st) anniversary of the date of this Declaration and thereafter for successive ten (10) year periods unless, one year prior to the expiration of the then current term, a written instrument shall be executed by the then owners of seventy-five percent (75%) of the Lots which are then subject to this Declaration and recorded in Logan County, Oklahoma, stating that this Declaration shall expire at the end of the then current term. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon Declarant by this Declaration may be assignee or transferred by Declarant to any successor developer of all or any part of the Property, or to any community association or architectural committee composed of residents of the Property. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded in Logan County, Oklahoma, and upon recordation thereof the grantee or grantees of such rights and powers shall thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon Declarant by this Declaration,

10.2.2. This Declaration may be amended by an instrument signed by the Owners of not less than eighty percent (80%) of the of the votes entitled to be cast by all the owners. Any amendment must be recorded in the office of the Logan County Clerk.

10.2.3. The Declarant, the Association, or any Lot Owner shall have the right to enforce by any proceeding at law or in equity all provisions of this Declaration. Failure by the

Declarant, the Association, or any Lot Owner to enforce any such provision, covenant or restriction of this Declaration shall not deem the provision to be abrogated or waived.

10.2.4. Captions and headings contained in this Declaration are for convenience and reference purposes only, and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Declaration, or of any provision, covenant or restriction hereof.

10.2.5. The construction, interpretation and enforcement of this Declaration shall be governed by the laws of the State of Oklahoma.

SECTION 3

10.3.1. Anything set forth to the contrary notwithstanding, Declarant shall have the absolute unilateral right, power, and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented (the "Proposed Changes"). This unilateral right, power and authority of the Declarant may be exercised if and only if the Declaration requires or allows such Proposed Changes, OR either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Association or any successor agencies thereto approve the Property or any part thereof or any Lot therein for federally approved mortgage financing purposes, any amendments to these Articles made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval; OR so that Declarant's (or its Nominee or Ass may later join in this Declaration for the purpose of subordinating the Mortgage to the legal operation and effect of this Declaration, reserving, however, the lien and effect of the Mortgage or the easements, reservations, rights and benefits reserved and retained by the Declarant herein.

10.3.2. Each Owner shall register in writing his mailing address with the Association, and notice or demands intended to be served upon an Owner shall be sent by 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 to the Association shall be sent certified mail, with postage prepaid, to BOGI Developers, LLC, 2251 S May Ave, Guthrie, OK 73044, or at

such other address of which the Board may be furnished from time to time or served in person upon the service agent of the Association.

10.3.3. The area of the Property subject to this Declaration may be increased by recording supplements to this Declaration, which need only be signed by Declarant, the owner of the additional land described in the supplement and the holder of any mortgage or similar lien thereon, stating that the additional land shall be subject to this Declaration. No other land in the vicinity of the Property shall be subject to this Declaration unless the provisions of this Declaration are complied with, it being intended that this Declaration not be construed or considered as a scheme for the development of any land other than that shown on the Final Plat of Cedar Valley Farms Phase I or hereafter subjected to this Declaration in the manner described in this Declaration.

IN WITNESS WHEREOF, the undersigned, being the owner of all the lots and blocks in Cedar Valley Farms Phase I addition have executed these presents the _____ day of _____ 2023.

BOGI Developers LLC, an Oklahoma Limited Liability Company

By: _____
Bo Martin, Manager

STATE OF OKLAHOMA

SS.

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on _____ 2021, by Bo Martin, Manager of BOGI Developers LLC, an Oklahoma Limited Liability Company, on behalf of the company.

My Commission expires:

Notary Public

