

**BY-LAWS
OF
STEEPLECHASE ASSOCIATION, INC.
An Oklahoma Non-Profit Corporation**

ARTICLE I

This corporation shall be known as STEEPCLECHASE ASSOCIATION, INC. (the "Corporation").

ARTICLE II

The principal place of business of the Corporation shall be at 3324 French Park Drive, Suite B, Edmond, OK 73034. Other offices may be maintained at such other places as the Directors may from time to time determine.

ARTICLE III

The purposes for which the Corporation is formed are:

(a) To organize and operate an association to provide for the acquisition, construction, management, maintenance and care of Corporation property.

(b) To acquire, own and provide for the maintenance and management of certain Common Areas located within Steeplechase, a subdivision in the City of Edmond, Oklahoma County, State of Oklahoma, and to provide maintenance services for said property, all in accordance with that Declaration of Covenants, Conditions and Restrictions for Steeplechase, an addition to the City of Edmond, Oklahoma County, Oklahoma filed for record in the office of the County Clerk of Oklahoma County, Oklahoma, on January 26, 1995 and recorded in Book 6704 at Page 58 of the records of Oklahoma County, Oklahoma, as amended from time to time (the "Declaration"). All definitions contained in the Declaration shall apply hereto and are incorporated herein by reference. Any Member of the Corporation as defined in the Declaration is subject to the provisions and regulations set forth in these by-laws.

ARTICLE IV

Every person who is a record owner of a fee or undivided interest in any Lot covered by the Declaration and any future declarations covering all or any part of the subdivision which is subject by covenants of record to assessment by the Corporation, including contract sellers, shall be a member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot. Membership

shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE V

Class of Members and Voting Rights. The Corporation shall have two (2) classes of voting membership as follows:

Class A. Class A Members shall be all those Owners of Lots with the exception of McCaleb's Highland Homes, Inc. ("Declarant"). Each Class A Member shall be entitled to one vote for each Lot in which he holds the interest required for membership by Article IV of the Declaration. When more than one Person holds such 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 one Lot.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to four (4) votes for each Lot in which it holds the interest required for membership by Article IV of the Declaration. The class B membership shall cease and be converted to Class A membership upon the happening of any of the following events, whichever first occurs:

- A. Upon the conveyance by Declarant of all Lots within the Subdivision, or if lands adjoining the Subdivision are made a part of the Steeplechase Subdivision by Declarant and such lands are subject to and brought under the Declaration, then upon the conveyance by Declarant of all Lots within the Subdivision and said adjoining lands; or
- B. On January 1, 2016; or
- C. If in its sole discretion Declarant so determines.

ARTICLE VI

Meetings of the membership of the Corporation shall be held at least annually each year beginning in the year 1996. Special meetings may be held at any time upon the call of the Board of Directors or upon written request of the majority of the Members of the Corporation delivered to the Secretary of the Association. However, no meeting shall be called or held within sixty days of the preceding meeting. At any meeting of the Members of the Corporation, the presence at the meeting of Members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum; provided, however, that if the required quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members as required herein for the transaction to be considered, at an adjourned meeting, and at the continuation of the

meeting one-half (1/2) of the quorum required at the preceding meeting shall then constitute a quorum.

The Secretary of the Corporation shall mail a notice of each meeting to all Members, stating the purposes thereof, the items on the agenda, including the general nature of any proposed Amendment to the Declaration or By-laws, as well as the time and place it is to be held not less than ten days nor more than thirty days prior to said meeting.

At each annual meeting, the Members shall elect a Board of Directors consisting of not less than three (3) but not more than six (6) Members who shall serve for the ensuing year, and shall conduct such other business as may properly come before the meeting.

ARTICLE VII

The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Corporation and for the maintenance of the Common Areas.

The powers and duties of the Board of Directors shall include but shall not be limited to the following, all of which shall be done for and on behalf of the Members of the Corporation:

- (a) Administration. To administer and enforce the covenants conditions and restrictions, easements uses, limitations, obligations, rules and all other provisions set forth in the Declaration, and all amendments and additions thereto that may be recorded from time to time.
- (b) Rules and Regulations. To establish, make and enforce compliance with such rules and regulations as may be necessary for the operation, use and occupancy of the Common Areas of Steeplechase, together with the right to amend the same from time to time.
- (c) Maintenance of Common Areas. To accept, hold and keep in good order, condition and repair all of the Common Areas and all items of common personal property used by the Owners in the enjoyment of the subdivision.
- (d) Insurance. To insure the Common Areas and keep the improvements thereon insured in an amount equal to their maximum replacement value, and to maintain comprehensive general liability insurance coverage in a sum of at least One Million Dollars (\$1,000,000.00) per occurrence, for bodily injury and property damage.
- (e) Budget; Determination of Assessments; Increase or Decrease Same; Levy of Special Assessments. To prepare a budget for the Corporation at least annually, and to determine the amount of common charges payable by the Members to meet the

common expenses of the Corporation and allocate and assess such common charges among the Members, and by a majority vote of the Board of Directors to adjust, decrease or increase the amount of the annual assessments, and remit or return any excess of reserve for deferred maintenance and for replacement, if any, to the Owners at the end of each reporting year; and to levy and collect special assessments whenever, in the opinion of the Board of Directors, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies.

(f) Enforcement of Assessment Lien Rights. To collect delinquent assessments by suit or otherwise, and to enjoin or seek damages from any Member who may be in default as is provided for in the Declaration and these By-laws. To collect interest at the annual rate of one and one half per cent (1 1/2%) per month plus a late fee of \$25.00 in connection with assessments remaining unpaid more than thirty (30) days from due date for payment thereof, together with all expenses, including attorneys' fees incurred.

(g) Protect and Defend. To protect and defend the entire premises from loss and damage by suit or otherwise.

(h) Borrow Funds. To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration and amendments thereto and these By-laws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary. Such indebtedness shall be the several obligations of all of the Members.

(i) Contract. To enter into contracts within the scope of its duties and powers.

(j) Bank Account. To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.

(k) Manage. To make repairs, additions, alterations and improvements to the Common Areas of Steeplechase in a first class manner and consistent with the best interests of the Members.

(l) Annual Statement. To prepare and deliver annually to each Owner a statement showing receipts, expenses and disbursements since the last such statement. The Members have the right to inspect the books of the Corporation on reasonable notice.

(m) Meetings. To meet at least once semi-annually, provided that any Board of Directors meeting may be attended and conducted by telephone or other devise which permits all of the Directors in attendance to participate in such meeting, and

provided further that any action required to be taken at any meeting of the Board of Directors, or any action which may be taken at such meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members of the Board of Directors.

(n) Personnel. To designate, employ and dismiss the personnel necessary for the maintenance and operation of the Common Areas or other administration of Steeplechase or of the Corporation.

(o) Managing Agent. To employ for the Corporation a managing agent (who may be Declarant) who shall have and exercise the powers granted to it by the Board of Directors under the Declaration and these By-laws.

(p) All Things Necessary and Proper. To do all things necessary and proper for the sound and efficient management of the Common Areas of Steeplechase, and to advance the health, safety and welfare of the residents of Steeplechase.

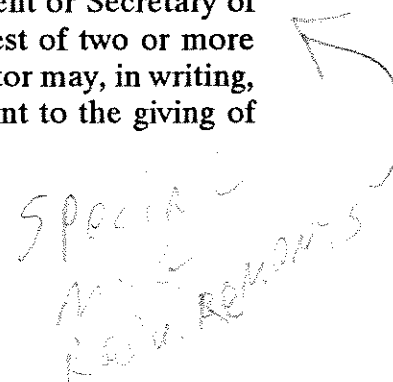
Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Members of the Corporation.

At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by two-thirds (2/3) of the Members, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. Should any Director miss three (3) consecutive regular meetings of the Board of Directors, he shall be automatically removed from the Board and a successor selected and approved by the Board to fill his unexpired term.

Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one (1) such meeting shall be held semi-annually. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, by telephone or by telegraph, at least five (5) days prior to the day named for such meeting.

Special meetings of the Board of Directors may be called by the President on five (5) days notice to each Director, given personally, by mail, by telephone or by telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary of the Corporation in like manner and on like notice on the written request of two or more Directors. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of

Special
Meeting
Res. Rem. 5



such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

The Board of Directors may require that all officers, directors, managers, trustees and employees of the Corporation handling or being responsible for Corporation funds, to furnish adequate fidelity insurance or bonds. The premium on such insurance or bonds shall be a Corporation expense.

No member of the Board of Directors shall receive any compensation for acting as such. However, members of the Board of Directors of the Corporation shall be reimbursed for reasonable expenses incurred by them in the performance of Corporation business.

ARTICLE VIII

The officers of the Corporation shall be a President, Vice President, and Secretary/Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board shall from time to time elect. The President and Vice President must be members of the Board of Directors.

The officers of the Corporation, with the exception of the President, shall be elected annually shall hold office subject only to the continuing approval of the Board.

Upon an affirmative vote of a majority of the Members of the Board of Directors, any officer may have his office removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. Members of the Board may only be removed by vote of the Members as provided elsewhere in these By-laws.

The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the Corporation and of the Board of Directors unless he is absent. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including but not limited to the power to appoint committees

other than the Standing Committee, from among the Members from time to time as he may, in his discretion, decide is appropriate to assist in the operation of the Corporation or as may be established by the Board or by the Members of the Corporation at any regular or special meeting.

The Vice President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties he is directed to perform by the President. The Vice President shall be the President of the Association the following term. The Vice President shall be the Chairman of the Future Planning Committee.

The Secretary/Treasurer shall keep all the minutes of the meetings of the Board of Directors and the minutes of all meetings of the Corporation; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary as is provided in the Declaration and the By-laws. The Secretary shall compile and keep up to date at the principal office of the Corporation a complete list of Members, and their last known addresses as shown on the records of the Corporation. Such list shall also show opposite each Member's name the number or other appropriate designation of the Lot owned by such Member. Such list shall be open to inspection by Members and other Persons lawfully entitled to inspect the same at reasonable times during regular business hours. The Secretary/Treasurer shall have responsibility for Corporation funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation; he shall be responsible for the deposit of all monies and other valuable effects in the name, and to credit, of the Corporation in such depositories as may from time to time be designated by the Board of Directors. In the event a managing agent has the responsibility of collecting and disbursing funds, the Treasurer shall review the accounts of the Managing Agent within fifteen (15) days after the first day of each month.

*Real Estate
List*

The standing committees shall be a Grounds Committee, a Future Planning Committee a Swimming Pool Committee and an Elections Committee. The Board of Directors shall name the Members of the Standing Committees and shall designate a Chairman for each committee, except that the Chairman of the Future Planning Committee shall be the Vice President.

The Grounds Committee shall obtain and review bids for grounds maintenance and make hiring recommendations to the Board. It shall be responsible for supervising the grounds maintenance contractors in their duties. It shall also be responsible for periodically organizing a volunteer community work day for the Corporation.

The Future Planning Committee shall be in charge of long term goals of the Corporation. This includes reassessing the short term goals, researching and organizing future ideas and presentation of steps of action to reach a long term goal.

The Elections Committee shall supervise the nomination and election of officers.

The Swimming Pool Committee will handle all aspects of the administration of the community swimming pool and will make recommendations thereon to the Board.

ARTICLE IX

Indemnification. The Corporation may indemnify, through insurance commonly known as directors' and officers' liability insurance, every Director, officer, managing agent, their respective successors, personal representatives and heirs, against all loss, cost and expenses, including attorneys' fees, reasonably incurred by him or them in connection with any action, suit or proceedings to which he or they may be made a party by reason of his or their being or having been a Director, officer or managing agent of the Corporation, except as to matters as to which he or they shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Corporation is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director, officer or managing agent in relation to the matter involved.

The foregoing rights shall not be exclusive of other rights to which such Director, officer or managing agent may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as common expenses.

ARTICLE X

Amendments to By-laws. These By-laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

In the case of any conflict between the Corporation's Articles of Incorporation and these By-laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and the Articles of Incorporation, the Declaration shall control.

ARTICLE XI

Proof of Ownership. Except for those Members who initially purchase a Lot from Declarant, any person, upon becoming an Owner of a Lot, shall furnish to the managing agent or Board of Directors a true and correct copy of the original or a certified copy of the recorded instrument vesting that Person with an interest or ownership of a Lot, which copy shall remain in the files of the Corporation. A Member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or special meeting or

Members unless this requirement is first met.

Registration of Mailing Address. The Owner or several Owners of a Lot shall have one mailing address to be used by the Corporation, for mailing of statements, notices, demands and all other communications, and such address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Corporation. Such registered address of an Owner or Owners shall be furnished by such Owner to the managing agent or Board of Directors within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the Owners of the Lot or by such Persons as are authorized by law to represent the interest of the Owner thereof.

Designation of Voting Representative- Proxy. If a Lot is owned by one Person, his right to vote shall be established by the record title thereto. If title to a Lot is held by more than one Person such Owners shall execute a proxy appointing and authorizing one Person or alternate Persons to attend all annual and special meetings of Members and there as to cast whatever vote the Owner himself might cast if he were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided, however, that within thirty (30) days after such revocation, amendment or termination, the Owners shall reappoint and authorize one Person or alternate Persons to attend all annual and special meetings as provided by this Article. The requirements contained in Article XII of these By-laws shall be first met before an Owner of a Lot shall be deemed in good standing and entitled to vote at an annual or special meeting of Members.

ARTICLE XII

Assessments. All Members shall be obligated to pay the annual assessments and special assessments imposed by the Corporation. The annual assessments imposed hereunder shall be due and payable annually in advance. The amount of such assessments may be altered in accordance with the Declaration. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members if, and only if, he shall have fully paid all assessments made or levied against him and the Lot or Lots owned by him, and is not in violation of any rule or regulation of the Corporation then in force.

Lien. The obligation of each Member to pay assessments shall be secured by a foreclosureable lien on the Lot owned by that Member in favor of the Corporation and such obligation shall run with the land and survive any sale thereof.

General. Each Member shall comply strictly with the provisions of the Declaration, these By-laws, and all amendments thereto.

Use of Common Areas. Each Member may use the Common Areas and sidewalks located within the subdivision in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Members; provided, however, that any Member or the Corporation may, by a majority vote of the Board of Directors, be excluded from any or all of the Common Areas of Steeplechase for violating the rules established by the Corporation regarding the use of said Common Areas. Any such exclusion may be for a duration of time not to exceed sixty (60) days.

ARTICLE XIII

These By-laws apply to all of the Property described in the Declaration. In addition to the Property, other adjacent or adjoining properties may be included, in which event the Owners of Lots in said additional property shall also be Members of the Corporation, and shall be subject to these By-laws.

ARTICLE XIV

If additional phases are dedicated and annexed to Steeplechase, any Common Areas included therein would also qualify as common use areas for the Members and may be owned by the Corporation. Upon such time as record ownership of the Common Areas is vested in the Corporation, the Members of the Corporation shall have the right to use the Common Areas as hereinafter specified.

Every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) The right of the Corporation to limit by rule the number of guests of Members, the Common Areas which may be used by guests of Members, and the conditions under which Common Areas may be used by Members and/or their guests, subject to the terms and provisions hereof.
- (b) The right of the Corporation to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.
- (c) The right of the Corporation, in accordance with its Articles of Incorporation and By-laws and with the assent of two-thirds (2/3) of each class of Members, to borrow monies for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said Common Areas or any portion thereof, and the rights of said mortgagee in said properties shall be subordinate to the rights of the Members hereunder.
- (d) The right of the Corporation to suspend the voting rights and right to use of the Common Areas by a Member for any period during which any assessment against his

Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations.

(e) The right of the Corporation to dedicate or transfer all or any part of the Common Areas to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Corporation; provided, however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer and signed by two-thirds (2/3) of each class of Members is filed of record in the office of the County Clerk for Oklahoma County.

Any Member 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, subject to such rules, regulations and limitations as the Corporation may, from time to time, establish.

The Corporation shall control, maintain, manage and improve the Common Areas as provided in said Declaration and in its Articles of Incorporation and By-laws. Such right and power of control and management shall be exclusive.

Although Board of Directors of the Corporation may from time to time establish rules and regulations governing the use of the Corporation's Common Areas by Members of all classes and their guests, such rules and regulations, as from time to time are adopted, shall be uniform as to all Members regardless of class.

ARTICLE XV

Creation of Lien and Personal Obligation of Assessment. All Members of the Corporation, except the Class B Member, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Corporation: (1) annual assessments and charges; and (2) special assessments for capital improvements or repairs, to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof (including attorneys' fees), as hereinafter provided, shall be a charge on the land and may be evidenced by a continuing lien in favor of the Corporation upon each Lot against which each such assessment is made, and shall be superior to any homestead right or other exemption provided by law, which lien may be enforced by the Corporation and may be foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with or without power of sale. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. The personal obligations and encumbrances contained in this Article XV of these By-laws shall touch and concern the land and shall pass to every Owner's successors in title. The Lots owned by the Class B

Member shall not be subject to any assessment. Nothing in this Article XV shall create any obligation by the Class B Member to pay any assessment by the Corporation.

The Assessments levied by the Corporation shall be used exclusively for the purpose of promoting the health, safety, welfare and community of the Members, and for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, the maintenance of insurance thereon, repairs, replacements and additions thereto, payment of ad valorem and other property taxes and assessments levied thereon, for the cost of labor, equipment, materials, management and supervision thereof, and utility services for the Common Areas.

Until January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment that may be imposed on a Class A Member shall be \$290.00.

From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment imposed upon Class A Members may be increased from \$290.00 by the Association's Board of Directors effective January 1 of each year without a vote of the membership in conjunction with the rise, if any, of the Consumer Price Index (as announced by the United States Department of Labor) for the preceding calendar year.

From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment imposed upon Class A Members may be increased in a percentage greater than that established by the Consumer Price Index for the previous year by a vote of the general membership of the Corporation for the next succeeding year provided that any such charge shall have the assent of two-thirds (2/3) of the Members pursuant to votes cast in person or by proxy, at a meeting called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting out the purpose of the meeting.

In addition to the annual assessments authorized above, the Corporation may levy in any assessment year, as to Class A Members, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the fixtures and personal property related thereto; provided that any such assessment shall have the consent of at least one-half (1/2) of the Members pursuant to votes cast in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; provided further, that the maximum amount of any special assessment which may

be assessed against any Member in any assessment year shall not exceed an amount equal to three times the annual dues assessed against said Members for the same year.

Both annual and special assessments must be fixed at a uniform rate for each Member and may be collected on an annual basis.

At any meeting of the Members of the Corporation, the presence at the meeting of Members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum; provided; however, that if the required quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members as required herein for transaction to be considered, at an adjourned meeting, and at the adjourned meeting one-half (1/2) of the required quorum at the preceding meeting shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance by Declarant of the initial Common Areas to the Corporation. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Corporation's 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. Within ten (10) days after a single-family home is initially occupied by any Person, whether by lease or otherwise, the Owners thereof shall furnish written notice of commencement of such occupancy to the Corporation. 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, which in no event shall be more than sixty (60) days after the obligation to pay an assessment accrues. The Corporation shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of the issuance of these certificates. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Any assessments which are not paid when due shall be delinquent. If any assessment is not paid within sixty (60) days after its due date, the assessment shall bear interest from its due date at an annual rate of one and one-half percent (1 1/2%) per month plus a late fee of \$25.00, and the Corporation may bring an action at law against the Owner personally obligated to pay the same, and/or file and foreclose a lien against the property as provided by the laws of the State of Oklahoma for the foreclosure of a mortgages or deeds of trust, with or without power of sale; and interest costs and reasonable attorneys' fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his or her Lot.

The lien of the assessments provided for herein shall be subservient to any bona-fide lien or other security interest created by a real estate mortgage covering any Lot that is filed of record in the land records of Oklahoma County, State of Oklahoma subsequent to the filing of these Declarations. Sale or transfer of any Lot shall not affect the assessment or enforceability of any lien created by virtue of these By-laws.

Exempt Property. The following property subject to these Declarations shall be exempt from the assessments:

- A. All properties dedicated to and accepted by a local public authority;
- B. The Common Areas;
- C. Any Lot owned by the Class B Member.

ADOPTED this 26th day of January, 1995.

STEEPLECHASE ASSOCIATION, INC.
An Oklahoma Corporation



Caleb G. McCaleb, Director



Terri L. McCaleb, Director



Neal A. McCaleb, Director

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public, in and for said County and State, on this 26th day of January, 1995 personally appeared Caleb G. McCaleb, Terri L. McCaleb and Neal A. McCaleb, to me known to be the identical persons who signed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Georgina M. Holtz
Notary Public

May 14, 1998
My Commission Expires

**FIRST AMENDMENT TO BY-LAWS
OF
STEEPLECHASE ASSOCIATION, INC.,
an Oklahoma Non-Profit Corporation**

The By-laws of Steeplechase Association, Inc., an Oklahoma Non-Profit Corporation (the "Corporation") are hereby amended as follows:

ARTICLE VI

The second sentence of the initial paragraph of Article VI is hereby deleted in its entirety and replaced with the following:

"Special meetings of the Board of Directors may be held at any time upon the call of the President of the Corporation, any Director, or upon written request of the majority of the Members of the Corporation delivered to the Secretary of the Corporation."

The last paragraph of Article VI is hereby deleted in its entirety and replaced with the following paragraph:

"At each annual meeting, the Members shall elect a Board of Directors consisting of not less than three (3) but not more than nine (9) Members who shall serve for the ensuing year, and shall conduct such other business as may properly come before the meeting."

The following paragraph is added to Article VI:

"The purpose of the annual meeting of the Members is to elect the Board of Directors of the Corporation and to transact such other matters as may properly come before the Members. The annual meeting of the Members of the Corporation shall be held at the times and places designated by the Board or the President of the Corporation. The annual meeting of Members for any year shall be held no later than thirteen (13) months after the last annual meeting of Members. Failure, however, to hold an annual meeting timely shall in no way affect the terms of Officers or Directors of the Corporation or the validity of actions of the Corporation."

The second paragraph of Article VI is hereby deleted in its entirety and replaced with the following:

"The Secretary of the Corporation shall mail or hand-deliver a notice of each meeting to all Members, stating the purposes thereof, the items on the agenda, including the general nature of any proposed Amendment to the Declaration or By-

laws, as well as the time and place it is to be held not less than ten (10) days nor more than thirty (30) days prior to said meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the United States Mail addressed to the Member at his or her address as it appears on the records of the Corporation with postage thereon prepaid."

ARTICLE VII

The final sentence of the fourth paragraph of Article VII is hereby amended as follows:

"Should any Director miss three (3) consecutive regular meetings of the Board of Directors, he or she may be removed from the Board, at the Board's discretion, and a successor selected and approved by the Board to fill his unexpired term."

The ninth paragraph of Article VII is hereby deleted in its entirety and replaced with the following:

"No member of the Board of Directors shall receive any compensation or benefit, either directly or indirectly for acting as such. However, in the Board's discretion, members of the Board of Directors of the Corporation shall be reimbursed for reasonable expenses incurred by them in the performance of business of the Corporation."

ARTICLE VIII

The initial paragraph of Article VIII is hereby deleted in its entirety and replaced with the following:

"The officers of the Corporation shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board shall from time to time elect. The President and Vice President must be members of the Board of Directors."

The second paragraph of Article VIII is hereby deleted in its entirety and replaced with the following:

"The officers of the Corporation, with the exception of the President, shall be elected annually and shall hold office subject only to the continuing approval of the Board."

The fourth paragraph of Article VIII is hereby amended to incorporate the

following sentence: "The President shall also serve as the Chairman of the City Relations Committee."

The sixth paragraph of Article VIII is hereby deleted in its entirety and replaced with the following:

~~"The Secretary shall keep all the minutes of the meetings of the Board of Directors and the minutes of all meetings of the Corporation; he or she shall have charge of such books and papers as the Board of Directors may direct; and he or she shall, in general, perform all of the duties incident to the office of Secretary as is provided in the Declaration and By-laws. The Secretary shall compile and keep up-to-date at the principal office of the Corporation a complete list of Members, and their last known addresses as shown on the records of the Corporation. Such list shall also show opposite each Member's name the number or other appropriate designation of the Lot owned by such Member. Such list shall be open to inspection by Members and other Persons lawfully entitled to inspect the same at reasonable times during regular business hours. On the Board's behalf, the Secretary shall be responsible for filing a foreclosureable lien on any Lot where a Member has failed to pay dues and/or assessments according to the provisions of the By-laws or the Declaration. The Secretary shall be required to provide notice of meetings as specified in the By-laws. The Secretary shall also serve as the Chairman of the Block Committee."~~

A new paragraph shall be added after the sixth paragraph of Article VIII, which shall incorporate the following:

"The Treasurer shall have responsibility for funds of the Corporation and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation; he or she shall be responsible for the deposit of all monies and other valuable effects in the name of the Corporation in such depositories as may from time to time be designated by the Board of Directors. In the event a Managing Agent has the responsibility of collecting and disbursing funds, the Treasurer shall review the accounts of the Managing Agent within fifteen (15) days after the first day of each month. The Treasurer shall compile and keep up-to-date records of all funds of the Corporation and the payments thereof. The Treasurer shall be responsible for the collection of the dues and assessments of the Corporation and shall report any delinquencies to the Board within thirty (30) days."

The seventh paragraph of Article VIII is hereby deleted in its entirety and replaced with the following:

“The Standing Committees shall be: a Common Areas Committee, a Future Planning Committee, an Elections Committee, a Swimming Pool Committee, a City Relations Committee, a Membership/Activities Committee, and a Block Committee. The Board of Directors shall name the members of the Standing Committees and shall designate a Chairman for each committee, except the Chairman of the Future Planning Committee shall be the Vice President, the Chairman of the City Relations Committee shall be the President, and the Chairman of the Block Committee shall be the Secretary.”

The eighth, ninth, tenth and eleventh paragraph of Article VII related to the Grounds Committee, Future Planning Committee, the Elections Committee and the Swimming Pool Committee are hereby deleted in their entirety and replaced with the following:

“The Common Areas Committee shall obtain and review bids for grounds maintenance and make hiring recommendations related thereto to the Board. This committee shall be responsible for (1) supervising the grounds maintenance contractors in their duties; (2) periodically organizing volunteer community work days for the Corporation; and (3) overseeing the appropriate use of the Common Areas by Members as set forth in the By-laws and/or as determined by the Board of Directors.

The Future Planning Committee shall be in charge of long-term goals of the Corporation, which shall include, but not be limited to (1) reassessing short-term goals; (2) researching and organizing future ideas; (3) presenting steps of action to the Board required to reach a long-term goal, and (4) working with the Treasurer to plan for any deferred expenses (including deferred maintenance) and other expenses that might be incurred by the Corporation as a part of short and long-term plans of the Corporation.

The Elections Committee shall supervise the nomination and election of officers and make recommendations to the Board regarding the members of committees as needed by the Board.

The Swimming Pool Committee shall handle all aspects of the

administration of the community swimming pool and associated swimming activities and will make recommendations thereon to the Board.

The City Relations Committee shall be responsible for developing and maintaining relationships with officials, offices and departments of the City of Edmond, as needed to assist the Corporation in maintaining property belonging to the City of Edmond near the Corporation's property. It shall be responsible for staying updated on any issues that might affect the quality of life, homeowners' values and well-being of the Members, including ordinances, zoning, planning and construction.

The Membership/Activities Committee shall be responsible for (1) keeping track of all Members and informing the Secretary of any changes in membership; (2) publishing and distributing an annual directory; (3) publishing any newsletters/mailings as directed by the Board; and (4) planning all activities of the Members, including, but not limited to, parties, socials, garage sales or involvement in civic activities.

The Block Committee shall be responsible for (1) greeting all new neighbors moving into the Steeplechase Neighborhood; (2) notifying the Membership/Activities Committee and the Secretary of any change of membership; (3) monitoring the security of the neighborhood; (4) helping the Corporation enforce the covenants and restrictions; (5) keeping the Board informed of issues affecting the Corporation; (6) serving as a communication liaison between the Members and the Board; (7) serving as the "Neighborhood Watch" for the Corporation; and (8) developing and maintaining relationships with the Edmond Police and Emergency Services. The Block Committee shall be responsible for identifying and recommending to the Board a representative(s) from each block within Steeplechase Neighborhood to serve as Block Captains. The Block Captains shall comprise the Block Committee."

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STEEPLECHASE, AN ADDITION TO THE CITY OF EDMOND,
OKLAHOMA COUNTY, STATE OF OKLAHOMA.**

PREAMBLE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STEEPLECHASE, AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, STATE OF OKLAHOMA ("these Declarations"), are made as of this 26th day of January, 1995, by McCaleb's Highland Homes, Inc., an Oklahoma corporation existing under and by virtue of the laws of the State of Oklahoma.

WITNESSETH

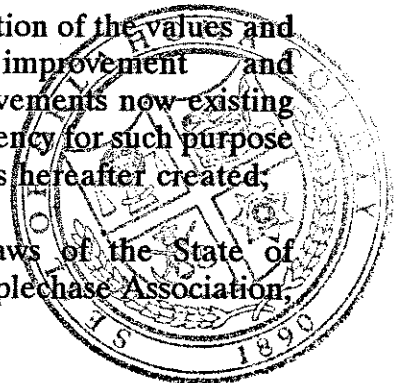
WHEREAS, Declarant is the owner of certain real property located in the City of Edmond, Oklahoma County, State of Oklahoma, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference;

AND WHEREAS, it is the purpose of this Declaration to cause said real property to be surveyed and platted in stages under the name "Steeplechase" as a residential subdivision to the City of Edmond and to create and include as part thereof permanent open areas at the entrance thereof and throughout the area with improvements, landscaping, fencing and signage erected or to be erected thereon, and other common facilities for the benefit of this particular community;

AND WHEREAS Declarant desires to provide for the preservation of the values and amenities in said community and the upkeep, maintenance, improvement and administration of the community and its open areas, and all improvements now existing or hereafter erected thereon and to establish a corporate entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereafter created;

AND WHEREAS, there will be incorporated under the laws of the State of Oklahoma, as a non-profit corporation, an entity to be known as Steeplechase Association, Inc., for the purpose of exercising the aforementioned functions;

NOW THEREFORE, Declarant hereby declares that the real property described in Article III hereof is and shall be held, sold, conveyed and occupied subject to the conditions, covenants, restrictions, dedications, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants and restrictions shall run with and touch and concern the real



**WHEN RECORDED RETURN TO:
FRED A. LEIBROCK, ESQ.
300 NORTH WALKER
OKLAHOMA CITY, OK 73102**

DOC NUMBER 95012378
BOOK 6704
PAGES 58 - 79
TIME 4:58:17
FEE 50.00
01/26/95
JOHN J GARVEY
OKLAHOMA COUNTY CLERK
RECORDED AND FILED

property, and shall be binding on all parties having or acquiring any right, title or interest to or in any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following words, when used in these Declarations or any Supplemental Declaration or Special Amendment (unless the context shall so prohibit), shall have the following meanings:

- A. "Association" shall mean and refer to Steeplechase Association, Inc., a non-profit corporation to be incorporated under the laws of the State of Oklahoma, its successors and assigns.
- B. "Common Areas" shall mean all real property, whether improved or unimproved, owned, leased or controlled by the Association for the common use and enjoyment of the Members of the Association. The Common Areas to be conveyed to the Association at the time of the conveyance of the first Lot during this initial stage of development are described as Lot "A" and Lot "B" as shown on the plat attached hereto as Exhibit "B" and incorporated herein by reference.
- C. "Declarant" shall refer to McCaleb's Highland Homes, Inc., an Oklahoma Corporation, its successors or assigns.
- D. "Fences" shall mean the following where the context so indicates:
- (1) "Adjoining Fences" shall refer to two or more separate fences which adjoin and are exposed to public view.
 - (2) "Common Area Fences" shall refer to any fence on a Lot which is adjacent to, abuts, or borders any Common Area.
 - (3) "Association Fences" shall refer to any fence erected or placed on any Common Area or along easements and around the perimeter entrance to Steeplechase.
- E. "Frontage" or "Fronts" shall mean the direction or way the major elevation of the house or structure erected on a Lot shall face.
- F. "Lot" shall mean and refer to any platted and numbered single-family residential lot shown upon any recorded plat depicting the Subdivision, with the exception of the Common Areas.

H. "Member" shall mean and refer to every Person who holds membership in the Association as more fully set forth in Articles IV and VI of these Declarations.

I. "Owner" shall mean and refer to the record owner, whether one or more Persons, of a Lot which is or may become a part of the Subdivision, or may be annexed to form a part of the Steeplechase subdivision (as more fully provided in Section 1(M) of Article I of these declarations), including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

J. "Person" shall mean an individual, corporation, partnership, association, limited liability company, trust or other legal entity, or any combination thereof.

K. The "Property" shall mean and refer to that certain real property described in Article III hereof, and such additions thereto and other real property within the Subdivision as hereinafter defined as may hereafter be annexed thereto and/or brought within the jurisdiction of and subject to assessment by the Association.

L. "Street" shall mean any street, lane, drive, boulevard, court, circle, road, place, manor or terrace.

M. The "Subdivision" shall mean all or any part of the Property described in Exhibit "A" attached hereto and incorporated herein by reference and all additional adjoining property that Declarant may cause to be added to the Steeplechase subdivision through reference of or incorporation by these Declarations.

The use of the foregoing defined words in the singular shall also be deemed to refer to the plural, and vice versa, when the context so requires.

ARTICLE II

STAGED DEVELOPMENT

Section 1. Although this initial Declaration restricts only the Property, Declarant without the consent of the Association may develop additional phases of Steeplechase within or without the Subdivision, which may be annexed to the Property, and which future annexation will provide for the addition of Owners in such other areas as Members of the Association and of additional Common Areas to be owned by the Association. During its existence, the Association will include, as Members, every Owner within the Subdivision. Each additional phase shall be governed by its own use restrictions and covenants which

shall be filed of record with the records of Oklahoma County, State of Oklahoma, at the time of development by Declarant.

Each Member of the Association will be subject to its Articles of Incorporation, By-laws, rules and regulations, as from time to time are established and/or amended. The Common Areas which will be owned by the Association, are included in the plat attached hereto as Exhibit "B" and shown as Lot "A" and Lot "B" thereon, and could ultimately include other lands within the Subdivision which are not included in said plat.

Section 2. Should Declarant develop additional lands within the Subdivision, such additional lands may be annexed by Declarant to the Property and made a part of the Steeplechase subdivision without the consent of the Members.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied, subject to these Declarations is located in the City of Edmond, Oklahoma County, State of Oklahoma, and is more particularly described as Steeplechase 1st Addition on the plat attached hereto as Exhibit "B" and incorporated herein by reference, as filed in Plat Book 56, Page 53 of the records Of Oklahoma County, State of Oklahoma, together with any further additions that Declarant may later develop as more fully provided in Article II of these Declarations.

ARTICLE IV

MEMBERSHIP IN THE ASSOCIATION

Every Person who is a record Owner of a fee or undivided interest in any Lot shall be a Member of the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of Lot shall be the sole qualification for membership in the Association.

ARTICLE V

OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS

Section 1. Every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement 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 limit the number of guests of Members and to set and regulate the conditions under which Common Areas may be used by Members and/or their guests, subject to the terms and provisions hereof.

B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.

C. The right of the Association, in accordance with its Articles of Incorporation and By-laws, and with the assent of two-thirds (2/3) of each class of Members, to borrow moneys for the purpose of improving the Common Areas and the facilities and improvements thereon, and in aid thereof to mortgage said Common Areas or any portion thereof.

D. The right of the Association to suspend the voting rights and right to use of the Common Areas by a Member for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of the Association's published rules and regulations.

E. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association, provided however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer and signed by a majority of each class of Members is filed of record in the office of the County Clerk for Oklahoma County.

F. The right of the Association to enact and enforce rules and regulations concerning the use of the Common Areas.

Section 2. Any Member may delegate, in accordance with the Association's By-laws, his or her right of enjoyment to the Common Areas and facilities to the members of his or her family who reside on his or her Lot, or to his or her tenants or contract purchasers who reside on his or her Lot, subject to such rules, regulations and limitations as the Association may from time to time establish.

Section 3. Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Areas described as Lot "A" and Lot "B", as shown in the plat attached hereto as Exhibit "B" and incorporated herein by reference, to the Association free and clear of all encumbrances and liens, upon the conveyance of the first Lot depicted in the plat attached hereto as Exhibit "B" and incorporated herein by reference.

Section 4. The Association shall control, maintain, manage and improve the Common Areas as provided in these Declarations and in its Articles of Incorporation and By-laws.

Section 5. Any other provision hereof to the contrary notwithstanding, all Members of the Association, regardless of class, shall have and possess the right to use and enjoy all of the Common Areas and all facilities and improvements thereon owned by the Association, which right may not be denied to any Member of any class without consent of the Members of each class provided, however, that the Board of Directors of the Association may from time to time establish rules and regulations governing the use of the Association's Common Areas by Members of all classes and their guests; provided, that such rules and regulations as from time to time adopted shall be uniform as to all Members regardless of class.

ARTICLE VI

CLASSES OF MEMBERS AND VOTING RIGHTS

The Association shall have two (2) classes of voting membership as follows:

Section 1: Class A Membership. Class "A" Members shall be all Owners of Lots with the exception of Declarant. Each Class A Member shall be entitled to one vote for each Lot in which he or she holds the interest required for membership by Article IV of these Declarations. When more than one Person holds such interest in any one 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 one Lot. Unless otherwise specifically and explicitly transferred by way of a recorded conveyance, a class A Member does not acquire rights that are exclusive to a Class B Member by virtue of receiving a deed from a class B Member or its successors or assigns.

Section 2: Class B Membership. The class B Member shall be Declarant. The class B Member shall be entitled to four (4) votes for each Lot in which it holds the interest required for membership by Article IV of these declarations. The class B membership shall cease and be converted to Class A membership upon the happening of any of the following events, whichever first occurs:

- A. Upon the conveyance by Declarant of all Lots within the Subdivision, or if lands adjoining the Subdivision are made a part of the Steeplechase subdivision by Declarant, and such lands are incorporated by reference to these Declarations, then upon the conveyance by Declarant of all Lots within the Subdivision and said adjoining lands; or
- B. On January 1, 2016; or
- C. If in its sole discretion Declarant so determines.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. All Members of the Association except the Class B Member, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments and charges; and (2) special assessments for capital improvements or repairs, to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection (including attorneys' fees) thereof, as hereinafter provided, shall be a charge on the land and may be evidenced by a continuing lien in favor of the Association upon each Lot against which each such assessment is made, and shall be superior to any homestead right or other exemption provided by law, which lien may be enforced by the Association and may be foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with or without power of sale. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. The personal obligations and encumbrances contained in this Article VII of these Declarations shall touch and concern the land and shall pass to every Owner's successors in title. The Lots owned by the Class B Members shall not be subject to any assessment. Nothing in this Article VII shall create any obligation by, or a lien against, the Class B Member to pay any assessment by the Association.

Section 2. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and community of the Members, and for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, the maintenance of insurance thereon, repairs, replacements and additions thereto, ad valorem and other property taxes and assessments levied thereon, for the cost of labor, equipment, materials, management and supervision thereof, and utility services for the Common Areas.

Section 3. Until January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment that may be imposed on a Class A Member shall be \$290.00.

Section 4. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment imposed on Class A Members may be increased from \$290.00 by the Association's Board of Directors effective January 1 of each year without a vote of the membership in conjunction with the rise, if any, of the Consumer Price Index (as announced by the United States Department of Labor) for the preceding calendar year.

Section 5. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment imposed upon Class A Members may be increased in a percentage greater than that established by the Consumer Price Index for the previous year, by a vote of the general membership of the Association for the next succeeding year provided that any such charge shall have the assent of two-thirds (2/3) of the Members pursuant to votes cast in person or by proxy, at a meeting called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting out the purpose of the meeting.

Section 6. In addition to the annual assessments authorized above, the Association may levy in any assessment year, as to Class A Members, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the fixtures and personal property related thereto; provided that any such assessment shall have the consent of at least one-half (1/2) of the Members pursuant to votes cast in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; provided further, that the maximum amount of any special assessment which may be assessed against any Member in any assessment year shall not exceed an amount equal to three times the annual dues assessed against said Members for the same year.

Section 7. Both annual and special assessments must be fixed at a uniform rate for each Member and may be collected on an annual basis.

Section 8. At any meeting of the Members of the Association, the presence at the meeting of Members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum; provided; however, that if the required quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members as required herein for transaction to be considered, at an adjourned meeting, and at the adjourned meeting one-half (1/2) of the required quorum at the preceding meeting shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance by Declarant of the initial Common Areas to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association's 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. Within ten (10) days after a single-family home is initially occupied by any Person, whether by lease or otherwise, the Owners thereof shall furnish written notice of commencement of such occupancy to the

Association. 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, which in no event shall be more than sixty (60) days after the obligation to pay an assessment accrues. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of the issuance of these certificates. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Section 10. Any assessments which are not paid when due shall be delinquent. If any assessment is not paid within sixty (60) days after its due date, the assessment shall bear interest from its due date at an annual rate of one and one-half percent (1 1/2%) per month plus a late fee of \$25.00, and the Association may bring an action at law against the Owner personally obligated to pay the same, and/or file and foreclose a lien against the property as provided by the laws of the State of Oklahoma for the foreclosure of a mortgages or deeds of trust, with or without power of sale; and interest costs and reasonable attorneys' fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his or her Lot.

Section 11. The lien of the assessments provided for herein shall be subservient to any bona-fide lien or other security interest created by a real estate mortgage (but not a materialmen's or mechanics' lien) covering any Lot that is filed of record in the land records of Oklahoma County, State of Oklahoma subsequent to the filing of these Declarations. Sale or transfer of any Lot shall not affect the assessment or enforceability of any lien created by virtue of these Declarations.

Section 12. Exempt Property. The following property subject to these Declarations shall be exempt from the assessments:

- A. All properties dedicated to and accepted by a local public authority;
- B. The Common Areas;
- C. Any Lot owned by the Class B Member.

Section 13. Any Person upon becoming an Owner shall, within ten (10) days from the recording of a deed reflecting such Person as Owner, give written notice to the Association that such Person has become an Owner.

ARTICLE VIII

USES OF LAND

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Section 1. All Lots may be used for single-family residence purposes only. No store or business, no gas or automobile service station, and no flat, duplex, condominium or apartment house, though intended for residence purposes, shall be erected or maintained thereon. Notwithstanding anything in the foregoing to the contrary, Declarant and its employees, representatives, agents and authorized builders, may maintain on any Lot, a business and sales office, model home or show units (including a business and sales office within a model home or show unit), and other sales facilities necessary or required until all of the Lots are sold by Declarant.

Section 2. Lot "A" and Lot "B", shown on Exhibit "B" to these Declarations, shall be used as Common Area only.

Section 3. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood. Provided, however, that operation of a model home or business and sales office by Declarant or its employees, representatives, agents and authorized builders shall not be deemed to constitute a nuisance or annoyance.

ARTICLE IX

ARCHITECTURE, SIZE, MATERIAL, FENCING AND GENERAL RESTRICTIONS

Section 1. Complete plans including plot plans, elevations, floor plans, specifications, and landscape plans for any structure proposed to be erected on any Lot must first be submitted to the Architectural Review Board for approval, and written approval thereof must be obtained from Declarant prior to the commencement of any construction upon any Lot. If Declarant does approve or refuses to approve or disapprove within thirty (30) days of its submission, any plot plan, elevation, floor plan, specifications, and landscape plan for any structure proposed to be erected on a Lot, the proposed plot plan, elevation, floor plan, specifications, or landscape shall be deemed to be approved.

Section 2. Residences constructed on any Lot shall be subject to the following height and size restrictions:

A. 2300 square feet minimum of livable space, with a 1300 square foot minimum required for the bottom floor in the case of a two story house. In computing the required square footage, the basement, porches and garages shall be excluded.

B. No home may be more than two stories in height, exclusive of a basement.

Section 3. The principal exterior of any residence built on a Lot shall be at least sixty percent (60%) brick, stone or stucco, and forty percent (40%) may be lap siding or other material which will blend together with the brick, stone or stucco. In no event shall a continuing wall consisting of more than thirty-five percent (35%) of the exterior of a residence be built of any material other than brick, stone or stucco. This restriction is intended to restrict the exterior of residences primarily to masonry in their construction. Any deviation from the foregoing must be, but need not be, approved in advance and in writing by Declarant. To compute the required square footage of ground floor space for masonry, the area for doors and windows is to be excluded, and the vertical space shall be measured from the exterior finish grade to the top of the top plate of the first floor.

Section 4. All roofing material used on any residence built on any Lot shall be 360 pounds per applied square foot or more, of asphalt composition shingle limited to Elk Products-Prestige Plus or GAF Timberline Ultra Series, Weatheredwood in color. Any deviation from these requirements must be, but need not be, approved prior to installation by Declarant. No wood shingles may be installed on any roof.

Section 5. Masonry faced chimney stacks are required for any fireplace located on an outside wall. All exposed portions of a chimney stack rising from a roof must also be brick-faced.

Section 6. All Fencing must be approved by Declarant in advance of its installation. This includes but is not limited to:

- A. Common Area Fences;
- B. Association Fences;
- C. Adjoining Fences;
- D. Any other fence which will extend beyond the front of any building structure constructed on a Lot.

All fencing that adjoins the Common Areas shall be of a type that does not restrict sight and shall be constructed of the following materials only: wrought iron, split-rail or split-rail with inside wire mesh, or natural or treated "picket" fence. No fences shall be painted. No chain link fences may be installed anywhere on the Property. Sight-proof fencing may be used around swimming pools placed in Lots that abut the Common Areas, provided that such fencing is at least ten feet (10') from the rear of the Lot line. All fences, sight proof or not, must be approved in advance by Declarant.

All Adjoining Fences must be set back at least two feet (2') from the front of any home built on a Lot, unless such fence is determined by Declarant to be an integral part of the building's structure.

With the exception of non-sight proof picket fences, all wood fencing shall be six feet (6') in height from the ground and shall be "dog-eared" on its top surface. These restrictions may be, but need not be, waived in whole or in part on a case-by-case basis by Declarant, at Declarant's sole discretion.

Section 7. Upon commencement of excavation for construction on any Lot, the work must remain continuous, weather permitting, until the home is completed. All houses must be completed within a twelve (12) month period from the commencement of construction, unless further extension of time for the completion of said house is given by Declarant. If no such consent is given, Declarant or its designee may, but shall not be obligated to, complete such construction at the expense of the Owner of the Lot on which such house is situated.

Section 8. All Lots on which a residence has been constructed must have a continuous sidewalk running along any Street that abuts the Lot. The Street-side edge of all sidewalks must be set back no less than four feet (4'), or more than four and a half feet (4 1/2'), from the curb. Sidewalks shall not exceed four feet (4') in width.

Section 9. Every home constructed on any Lot shall have a garage that shall hold no less than two (2) nor more than three (3) cars. In the case of three (3) car garages that open to the frontage side of a Lot, one garage door must be set back at least one foot (1') from the other or others.

Section 10. Outbuildings may be constructed on Lots as accessories to a constructed home. Provided, however, that every outbuilding erected on any Lot shall, unless Declarant otherwise consents in writing, correspond in style, architecture and color to the residence to which it is appurtenant. No outbuilding shall exceed one-hundred (100) square feet in size. No Lot may have more than one outbuilding constructed or placed upon it.

All outbuildings erected on any Lot shall be approved or disapproved, in advance of construction, by Declarant within thirty (30) days after submission by an Owner of the proposed outbuilding. The term "Outbuildings" as used in these Declarations shall mean any covered or enclosed structure on a Lot not a part of the residence which it serves, and shall include but is not limited to carports, tool sheds, storage sheds, workshops, kennels, cabanas, greenhouses, pergolas, kiosks, and any temporary structures. No outbuilding shall be erected on any part of any Lot in front of the setback line. No garage or outbuilding shall be used as a residence or living quarters. Except as otherwise provided in Section 1 of Article VIII of these Declarations, no attached garage may be converted to living or business quarters unless the garage is first replaced by another attached garage.

Section 11. Every home built on a Lot shall have a brick mail-box structure. Said structure may be built with an attached planter box provided, however, that the total combined length of the structure running parallel from the street shall not exceed forty-eight inches (48") and provided also that no such structure shall exceed sixty inches (60") in height

or twenty-four inches (24") in width, and provided also that no said structure may have more than two planter boxes. No planter box may exceed more than half of the total height of the mail-box structure.

Section 12. No tank for the storage of oil or other fluid may be maintained above-ground on any Lot.

Section 13. The keeping or housing of poultry, cattle, horses, or other livestock of any kind or character (including pot-bellied pigs or other pigs) on any Lot is prohibited.

Section 14. No trash, ashes or other refuse may be thrown or dumped on any Lot or Common Area. All garbage and trash storage must be screened from the view of the public until placed for collection.

Section 15. No house or outbuilding shall be moved to any Lot from another locality without the prior consent of Declarant. No outbuilding shall be constructed or maintained upon any Lot which in any way impedes the natural drainage of the Lot, without the prior consent of Declarant. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will, or may tend to interfere with, encroach upon, alter, disturb or damage any surface or subsurface utility line, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement.

Section 16. No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons or water, or combinations thereof, shall be permitted without the prior written consent of Declarant.

Section 17. No outdoor clothes lines are permitted on any Lot, unless fully screened from view by a privacy Fence.

Section 18. Basketball goals are permitted, but must be free-standing, professionally built, maintained in an orderly manner, and set back at least fifteen feet (15') from the front property line. No skateboard, bicycle or rollerskate ramps may be constructed on any Lot or Common Area.

Section 19. External accessory structures including but not limited to, exterior wind generators, antennas, radio or television transmission or reception towers and discs, satellite reception antennas and the like, shall not be constructed, used or maintained on any Lot. Provided that nothing in this Section shall prohibit the construction of wood structures to be used as children's swing or climbing sets. Provided further that Direct Digital TV system antennas not exceeding four feet (4') in diameter, may be used on a Lot so long as they are not visible from the Frontage of the Lot on which they are located. Declarant may, but is not required to waive, any requirement of this Section 19.

Section 20. No parking and/or storage of recreational vehicles, trailers, boats or other vehicles that are not used as every-day transportation may be parked or stored on any street in the Property, or on any Lot or Common Area, except wholly within a garage unit.

No vehicle shall be parked on any yard, nor shall any vehicle be repaired, dismantled, rebuilt or re-serviced on any Lot or Common Area.

No unused vehicle shall be kept on any portion of any Lot or Common Area, except wholly enclosed in a garage. For purposes of these Declarations, an unused vehicle is one that has not been driven under its own propulsion for one (1) week or longer. The Association may notify an Owner of the presence of an unused vehicle within the Owner's Lot and may request the removal of the unused vehicle. If the Owner has not removed the unused vehicle within seventy-two (72) hours of the Owner's receipt of said notice, the Association's Board of Directors may cause the same to be removed and stored at a separate location, all at the Owner's expense. If the owner of the vehicle removed is also an Owner, then the cost of removing and storing the unused vehicle shall be added to the Owner's annual Lot assessment, and said obligation may be enforced through the Association's lien and foreclosure rights.

Section 21. No signs or billboards will be permitted upon any of the Lots except those advertising the sale, rental or availability of the Lot, provided that such signs do not exceed six square feet in area, or receive approval in advance from Declarant. With the prior written consent of Declarant, the Association may maintain signs on the Common Areas, of a size approved by Declarant, for purposes of identification, direction, and expression of ownership, use and exclusivity.

ARTICLE X

SET-BACK OF BUILDING STRUCTURES

No building structure or part thereof shall be erected or maintained on any Lot nearer a front street than twenty-five feet (25'), or nearer a back street or a Lot's rear property line than twenty feet (20'). In the case of corner Lots, no building structure or part thereof shall be erected or maintained nearer than fifteen feet (15') from a side street. Except as otherwise provided herein, in the case of one-story structures, no part of any such structure on any Lot shall be erected or maintained nearer than five feet (5') of the side property lines of a Lot, except that cornices, spouting, chimneys and ornamental projections may extend to within three feet (3') of the side property line of a Lot. Except as otherwise provided herein, in the case of two-story structures, no part of any such structure on any Lot shall be erected or maintained nearer than eight feet (8') of the side property lines of a Lot, except that cornices, spouting, chimneys and ornamental projections may extend to within five feet (5') of the side property line of a Lot. Declarant may, but need not, approve a deviation from these requirements. No deviation is effective unless evidenced by a written

document signed by Declarant and filed in the land records of Oklahoma County, State of Oklahoma.

ARTICLE XI

EASEMENTS

Declarant reserves the right to locate, construct, erect, and maintain, or cause to be located, constructed, erected and maintained, in and on the Common Areas and the areas indicated on any plat of an area within the Subdivision as easements, sewer and other pipeline conduits, poles and wires, and any other method of conducting or performing any quasi-public utility 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.

The Owner of any Lot abutting the Common Areas who must, in order to avail himself or herself of utilities, enter and/or cross a Common Area, shall have an easement to do so provided that said Owner shall use the most direct feasible route in entering upon and crossing said Common Area, and shall restore the Common Area so entered and/or crossed to its original condition, at the sole expense of the Owner.

ARTICLE XII

REARRANGING, RE-SUBDIVIDING OR RE-PLATTING

No rearranging, re-subdividing or re-platting of any portion or all of the Property may be done without the prior written consent of Declarant.

ARTICLE XIV

ARCHITECTURAL CONTROL

Section 1. Until such time as the Class "B" membership expires, an Architectural Review Board consisting of three (3) persons shall be appointed by Declarant. Replacements to this Board will be made by Declarant as it considers necessary, at its sole discretion. Upon termination of the Class "B" membership, the Architectural Review Board shall then be appointed by the Association's Board of Directors. Replacements to this Board will then be made by the Association as it considers necessary, at its sole discretion.

Section 2. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the properties placed on any Lot and of the improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures, and the natural vegetation and topography of the Property.

Section 3. Except where otherwise provided, all construction plans for additions, new structures and exterior changes will be submitted to the Architectural Review Board in writing for approval. If the Architectural Review Board does not approve or disapprove a submission within thirty (30) days of its receipt by the Board, the proposed structure may be considered approved. Until such time as the Class "B" membership expires, Declarant may review, overrule, rescind or modify, at its sole discretion, any decision of the Architectural Review Board.

ARTICLE XV

RIGHT TO ENFORCE

The restrictions contained in these Declarations shall run with the land, touch and concern the land, and bind the Owners, their successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the Owners of the Lots, their successors and assigns, and with each of them, to conform to and to observe and follow these Declarations. The Association, or any Owner, shall have the right to sue for and obtain an injunction, or for prohibitive or mandatory relief, to prevent the breach of these Declarations or to enforce the restrictions contained in these Declarations, or to seek damages for the violation of the restrictions contained in these Declarations. Failure or refusal by the Association to act to correct, prevent or seek compensation for any violation of the restrictions contained in these Declarations shall in no event be deemed a waiver of the right to do so thereafter, irrespective of the number of violations. No cause of action shall accrue against the Association or against Declarant or its agents in the event of the invalidity of any provision of these Declarations, or for failure or refusal of the Association or Declarant to enforce a provision hereof. This Article XV of these Declarations may be pleaded and shall stand as a full bar to the maintenance of any litigation brought against Declarant or the Association for the failure or invalidity of any provision of these Declarations, or for failure or refusal of the Association or Declarant to enforce a provision hereof.

ARTICLE XVI

RIGHT TO ASSIGN

Declarant may assign or convey to any Person any or all of the rights, powers, reservations, easements, exemptions and privileges reserved to Declarant in these Declarations, and upon the making of such assignment or conveyance, Declarant's assigns or grantees may, at their option, exercise, enforce, transfer or assign all or any such rights, reservations, easements and privileges, at any time or times in the same way and manner that Declarant may under this Article XVI.

ARTICLE XVII**JUDGMENT CONCLUSIVE**

Until such time as the Class "B" membership expires, all decisions made by Declarant under the authority conveyed or reserved to it by these Declarations shall in all cases be final and conclusive, and its judgement and determination thereof shall be final and binding on all Owners.

ARTICLE XVIII**DURATION**

Except where otherwise provided for in these Declarations, all of the restrictions set forth herein shall continue and be binding upon Declarant and all Owners, and upon their successors, assigns and grantees, for a period of twenty-one (21) years from the date of this instrument, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that during the first twenty-one (21) year term of these Declarations the Owners of nine-tenths (9/10) of the Lots, and thereafter the Owners of three-fourths (3/4) of the Lots may by a written instrument signed by all of such Persons, vacate, amend or modify all or any part of these Declarations. Any such amendment must be filed of record in the land records of Oklahoma County, State of Oklahoma to be effective.

ARTICLE XIX**SEVERABILITY**

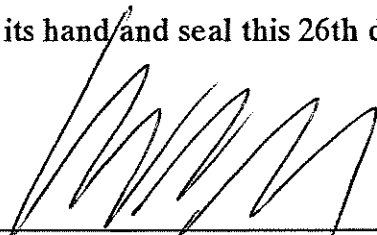
Invalidation of any provision of these Declarations by a court, tribunal or federal or state municipal authority shall in no way affect or invalidate any other provision of these Declarations, all of which shall remain in full force and effect.

ARTICLE XX**SPECIAL AMENDMENTS**

Anything in Article XVIII of these Declarations to the contrary notwithstanding Declarant hereby reserves and is granted the right and power to record a special amendment to these Declarations at any time and from time to time which amends these Declarations (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Department of Veteran's Affairs, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform)

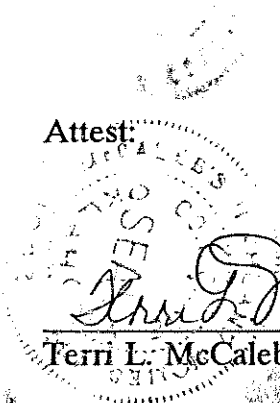
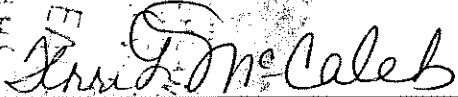
functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Lots or improvements thereon. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a special amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of Declarant to make, execute, and record special amendments in accordance with this Article XX. No special amendment made by Declarant shall affect or impair the lien of any first mortgage upon a lot or any warranties made by an Owner or first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage on such Owner's Lot.

IN WITNESS WHEREOF, Declarant has set its hand and seal this 26th day of January, 1995.



McCaleb's Highland Homes, Inc.
By: Caleb G. McCaleb, its President.

Attest:

Terri L. McCaleb, Secretary

COUNTY OF OKLAHOMA)
STATE OF OKLAHOMA) ss.

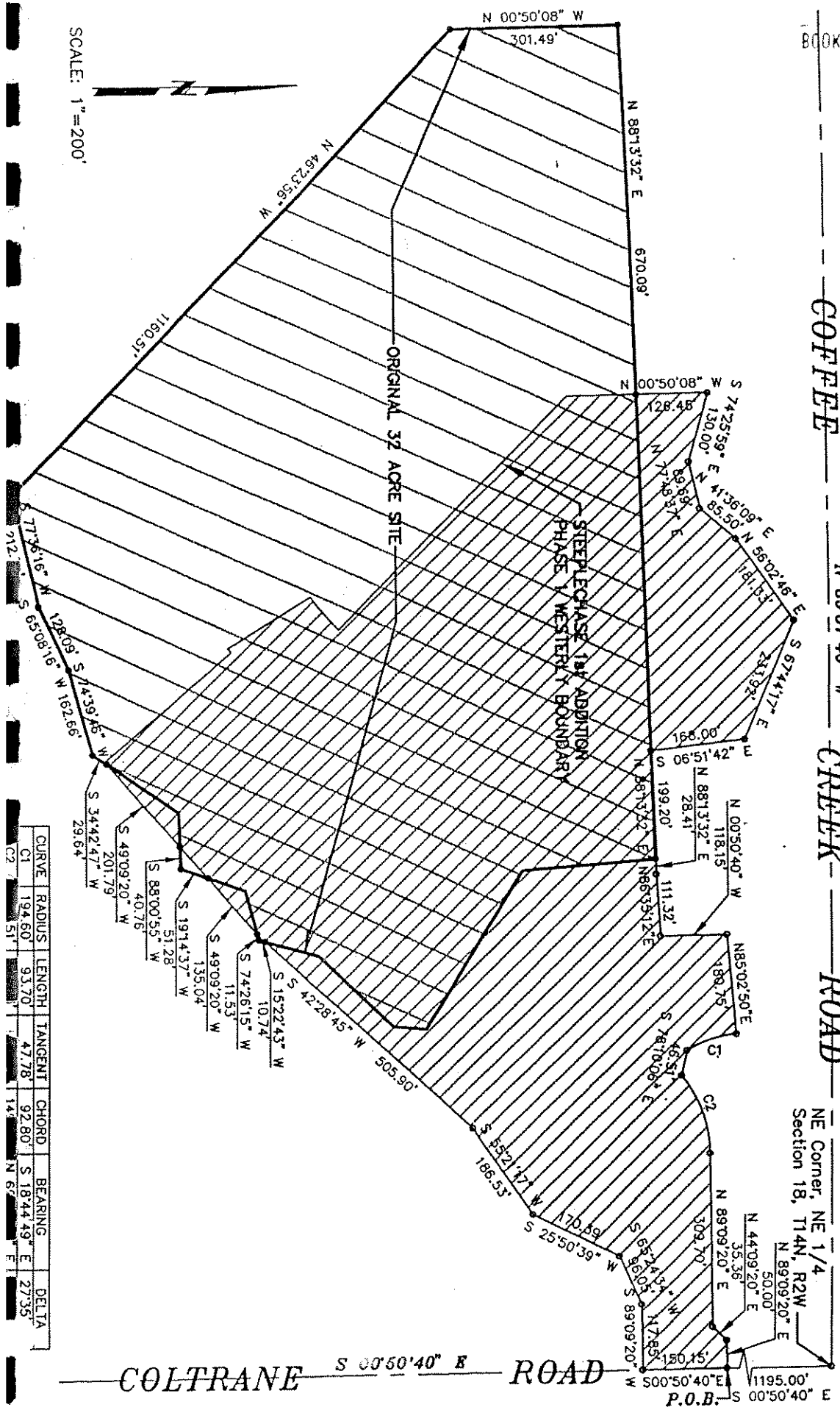
Before me, the undersigned Notary Pubic in and for said County and State, on this 26th day of January, 1995 personally appeared Caleb G. McCaleb, President of McCaleb's Highland Homes, Inc. an Oklahoma Corporation, and Terri L. McCaleb, Secretary of McCaleb's Highland Homes, Inc. to me known to be the identical persons who subscribed the name of the maker hereof to the foregoing instrument, and acknowledged to me that they executed the same as their free an voluntary act and deed of such officers, for the uses and purposes therein set forth.

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

Georgina M. Holtz
Notary Public



SCALE: 1"=200'



CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	194.60'	93.70'	47.78'	92.80'	S 18°44'49\" E	27°35'
C2	517'	147'	147'	147'	N 67°	

COFFEE CREEK ROAD

NE Corner, NE 1/4 Section 18, T14N, R2W

COLTRANE ROAD

STEEPLECHASE
ORIGINAL AND PHASE I
September 13, 1994

BOOK 6704 PAGE 0078

A tract or parcel of land lying in the Northeast quarter (NE/4) of Section 18, Township 14 North (T-14-N), Range 2 West (R-2-W) of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the Northeast corner of said Northeast quarter of Section 18;
THENCE South 00°50'40" East for a distance of 1195.00 feet to the Point of Beginning;
THENCE South 00°50'40" East for a distance of 150.15 feet;
THENCE South 89°09'20" West for a distance of 117.85 feet;
THENCE South 65°24'34" West for a distance of 96.05 feet;
THENCE South 25°50'39" West for a distance of 170.39 feet;
THENCE South 55°21'17" West for a distance of 186.53 feet;
THENCE South 42°28'45" West for a distance of 505.90 feet;
THENCE South 15°22'43" West for a distance of 10.74 feet;
THENCE South 74°26'15" West for a distance of 11.53 feet;
THENCE South 49°09'20" West for a distance of 135.04 feet;
THENCE South 19°14'37" West for a distance of 51.28 feet;
THENCE South 88°00'55" West for a distance of 40.76 feet;
THENCE South 49°09'20" West for a distance of 201.79 feet;
THENCE South 34°42'47" West for a distance of 29.64 feet;
THENCE South 74°39'46" West for a distance of 162.66 feet;
THENCE South 65°08'16" West for a distance of 128.09 feet;
THENCE South 77°36'16" West for a distance of 212.79 feet;
THENCE North 46°23'56" West for a distance of 1160.51 feet;
THENCE North 00°50'08" West for a distance of 301.49 feet;
THENCE North 88°13'32" East for a distance of 670.09 feet;
THENCE North 00°50'08" West for a distance of 126.45 feet;
THENCE South 74°25'59" East for a distance of 130.00 feet;
THENCE North 77°48'37" East for a distance of 89.69 feet;
THENCE North 41°36'09" East for a distance of 85.50 feet;
THENCE North 56°02'46" East for a distance of 181.33 feet;
THENCE South 67°44'17" East for a distance of 233.92 feet;
THENCE South 06°51'42" East for a distance of 168.00 feet;
THENCE North 88°13'32" East for a distance of 199.20 feet;
THENCE North 88°13'32" East for a distance of 28.41 feet;
THENCE North 86°35'12" East for a distance of 111.32 feet;
THENCE North 00°50'40" West for a distance of 118.15 feet;
THENCE North 85°02'50" East for a distance of 180.75 feet;
THENCE Southeasterly along a curve to the left having a radius of 194.60 feet an arc length of 93.70
(Chord bearing South 18°44'49" East for a distance of 92.80 feet);
THENCE South 78°10'06" East for a distance of 46.51 feet;
THENCE Northeasterly along a curve to the right having a radius of 237.51 feet an arc length of 151.83
(Chord bearing North 69°53'23" East for a distance of 149.26 feet);
THENCE North 89°09'20" East for a distance of 309.70 feet;
THENCE North 44°09'20" East for a distance of 35.36 feet;
THENCE North 89°09'20" East for a distance of 50.00 feet to the Point of Beginning. Containing 42.022
acres, more or less.

EXHIBIT: A
PAGE 2 OF 2