

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRCLOUD**

THIS DECLARATION, made on this 15<sup>th</sup> day of September, 1982, by Financial I&A, Inc., an Oklahoma Corporation, organized under and existing by virtue of the laws of the State of Oklahoma, hereinafter referred to as "DECLARANT".

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 as:

(metes and bounds)

AND WHEREAS, it is the purpose of this Declaration to cause said real property to be surveyed and platted, in stages under the name of "FAIRCLOUD" as a subdivision and to create and include as part thereof permanent open areas, playground, parks with improvements, building and structures 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, playgrounds and parks and all improvements now existing or hereafter erected thereon and to establish an 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 Faircloud 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 (herein 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 the real property and shall be binding on all parties having or acquiring any right, title or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I**  
**Definitions**

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

A. "Association" shall mean and refer to Faircloud Association, Inc., a non-profit corporation to be incorporated under the laws of the State of Oklahoma, its successors and assigns.

B. "Properties" shall mean and refer to that certain real property described in Article III, and such additions thereto and other real property wherein 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.

C. "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 members of the Association. The Common Area to be owned by the Association at the time of the conveyance of the first Lot during this initial stage of development is described as Block A and is shown on the attached plat.

D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of all or any part of the Properties with the exception of the common Areas.

E. "Corner Lot" shall mean any lot which abuts other than at its rear line upon more than one street and/or Common Area.

F. "Street" shall mean any street, lane, drive, boulevard, court, circle, road, place, or manor or terrace as shown on the attached plat.

G. "Member" shall mean and refer to every person and/or entity wh hold membership in the Association.

H. "Building Limit Line" shall mean the line so designated on the attached plat.

I. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

J. "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.

K. "Declarant shall refer to Financial I&A, Inc., an Oklahoma Corporation, its successors or assigns.

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

M. "Subdivision" shall mean all or any part of the Property described at the beginning of this declaration.

N. "Frontage" or "Fronts" shall mean the direction or way the major elevation of the house or structure erected on a Lot shall face.

## **ARTICLE II FUTURE INTENT**

Section 1. Although this initial Declaration includes only the real property described in Article III hereof, it is the intention of the DECLARANT to cause additional declarations to be filed with respect to the remainder of the entire Subdivision, which additional declarations will be complementary in concept to this Declaration, and which future declarations 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 member of the Association will be subject to its Articles of Incorporation, By-Law, rules and regulations, as from time to time established and/or amended. The Common Area which will be owned by the Association, a portion of which are included in the attached plat and shown as Block A, will ultimately include other lands within the Subdivision which are not included in this plat.

Section 2. If within fifteen (15) years of the date of incorporation of the Association, the DECLARANT should develop additional lands within the Subdivision, such additional lands may be annexed to the said Properties 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 this Declaration is located in the City of Edmond, Oklahoma County, State of Oklahoma, and is more particularly described as follows:

All of the Lots in Blocks 1 thru 4, all inclusive, as shown by the recorded plat thereof.

**ARTICLE IV  
MEMBERSHIP IN THE ASSOCIATION**

Every person who is a record owner of a fee or undivided interest in any single-family residential Lot covered by this Declaration and any future declaration covering all or any part of this Subdivision which is subject by covenants of records to assessment by the Association, including contract sellers, shall be a member of the Association. 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 which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

**ARTICLE V  
OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS**

Section 1. It is contemplated that all of the Common Areas in the Subdivision will ultimately be owned by the Association. Until such time as record ownership of the Common Areas is vested in the Association, the members of the Association shall have the exclusive right to use the Common Areas as hereinafter specified.

Section 2. 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 Association to limit the number of guests of Members, the Common Areas which may be used by guests or Members, and the conditions under which Common Areas may be used by Members and/or 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 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 Association to suspend the voting rights and right to use of the recreational facilities 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 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 two-thirds (2/3) of each class of members is filed of record in the office of the County Clerk for Oklahoma County.

Section 3. 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 Association may, from time to time, establish/

Section 4. DECLARANT hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area described as Block A, as shown in the attached plat to the Association free and clear of all encumbrances and liens, upon the occupancy as a residence of 25% of all Lots in Blocks 1 thru 4 inclusive.

Section 5. The Association shall control, maintain, manage and improve the common Areas as provided in this Declaration and in its Articles of Incorporation and By-Laws. Such right and power of control and management shall be exclusive.

Section 6. 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 all Members of all classes, provided, however, that:

(a) 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. Voting Classes

Class A. Class A Members shall be all those Owners of single-family residential Lots with the exception of DECLARANT. Each Class A Member shall be entitled to one vote for each Lot in which he hold the interest required for membership by Article IV. 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 Lot.

Class B. Class B Member(s) shall be the DECLARANT. The Class B Member(s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article IV. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(b) On January 1, 1990.

(c) Or earlier if in its discretion the DECLARANT so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" member shall be deemed to be a Class "A" member entitled to one vote for each Lot in which it holds the interest required for membership under Article IV hereof.

## **ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of Lien and Personal Obligation of Assessment. The DECLARANT, for each Lot owned within the Properties and for each additional lot which may hereafter come within the jurisdiction of the Association, and each Owner of any Lot in any platted area which is a part of the Subdivision, by acceptance of a deed therefore, 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 or charges; and (2) special assessments for capital improvements; such assessments 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, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, pursuant and superior to any homestead 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 such interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them but, nevertheless, the lien above mentioned arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the property owners, and, in particular, 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 and of dwellings, home and other structures situated upon the Properties, 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. Basis and Maximum of Annual Assessments. Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be as follows:

<u>Type of Member</u>	<u>Amount</u>
Class A	\$60.00 per year
Class B	\$20.00 per year per lot

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conjunction with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment as to any or all classes of members may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding year and at the end of such period of one (1) year, for each succeeding one (1) year; provided that, any such charge as to any class shall have the assent of one-half (1/2) of the members of each such class, 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.

C. After consideration of current maintenance costs and future needs of the Association, the Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, as to any or all classes of 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 Area, including the necessary fixtures and personal property related thereto; provided that, any such assessment as to any class shall have the assent of at least one-half (1/2) of the Members of such class of 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 of any class in any assessment year shall not exceed an amount equal to twice the annual dues assessed against said Members for the same year.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each class of Members and may be collected on a quarterly basis.

Section 6. Quorum for Meetings. 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 the 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 7. Commencement Date of Annual Assessments. The annual assessments provided for herein shall commence as to each Lot on the first day of the calendar month following the date on which a single-family home is constructed thereon and first occupied by the Owner or by any other person occupying all or any part of such structure with the consent of the Owner, whether such occupancy be by lease or otherwise. Within ten (10) days after a single-family home is initially occupied by any person, whether by lease or otherwise, the Owner 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 date(s) shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether 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 for the issuance of these certificates. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments and Remedies. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) 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 ½) per month, and the Association may bring an action at law against the Owner personally obligated to pay same, and/or foreclose the lien against the property as provided by the laws of the State of Oklahoma for the foreclosure of a mortgage or deed 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 Lot.

Section 9. Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first lien priority real estate mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such first lien priority mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Areas;
- (c) All property designated for commercial use; and
- (d) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Oklahoma, except any such land or improvements devoted to dwelling shall not be exempt from said assessments.

Section 11. Change of Ownership. Any person becoming an owner shall, within ten (10) days next following the recording of a deed reflecting such person as an Owner, give written notice to the Association that such person has become an Owner.

## **ARTICLE VIII USES OF LAND**

The following:

Lots 1 to 14, both inclusive, Block 1  
Lots 1 to 7, both inclusive, Block 2  
Lots 1 to 13, both inclusive, Block 3 and  
Lots 1 to 12, both inclusive, Block 4;

Shall be used for private residence purposes only. No store or business, no gas or automobile service station, and no flat, duplex or apartment house, though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses, and each such dwelling house being designated for occupancy by a single-family in its entirety.

Block A shall be used as a common area only.

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance of annoyance to the neighborhood.

## **ARTICLE IX ARCHITECTURE, SIZE, MATERIAL, PLOTTING AND FENCING**

Section 1. Architecture. Complete plans including elevation, floor plans and specification for any structure proposed to be erected must first be submitted to the Declarant and written approval thereof obtained from the Declarant prior to the commencement of any construction upon all Lots. If the Declarant does not act within thirty (30) days, the structure may be considered approved.

Section 2. Size and Height. Residences constructed shall be the height and contain the minimum floor space, as follows:

Lots 1 to 6, both inclusive, Block 1, one story – 2500 square feet minimum;  
Lots 7 to 14, both inclusive, Block 1, one story – 2500 square feet minimum;  
Lots 1 to 7, both inclusive, Block 2,  
Lots 1 to 13, both inclusive, Block 3, and  
Lots 1 to 12, both inclusive, Block 4, one or two sotry – 2500 square feet minimum.

In computing the required square footage, the basement, attached porches and garages shall be excluded.

Section 3. Materials. The principal exterior of any residence shall be at least sixty percent (60%) brick, stone or stucco, and forty percent (40%) may be of frame, asbestos, shingles or other material which will blend together with the brick, stone or stucco. It is the intention of this restriction to allow panels of other materials than brick, stone or stucco to be used, but in no event shall a continuing wall consisting of forty percent (40%) of the exterior of residences to masonry in their construction, but is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved, in advance, by the Declarant.

Roofs are to be of wood shingles, shakes, clay, tile or stone; any other roofing materials to be used shall be subject to the approval, in advance, of their use by the Declarant.

In computing the required square footage of ground floor space for masonry, the doors and windows are excluded and the vertical space is from the exterior finish grade to the top of the top plate of the first floor.

Section 4. Plotting. The complete set of plans, materials, size, use of structure, plot plan, etc., shall be submitted to the Declarant for its written approval in advance of construction of all Lots.

Section 5. Fencing. All fencing of the following types must be approved by the Declarant in advance of its installation:

- (a) Common Area fence;
- (b) Association fence;
- (c) Any other fence which will extend beyond the front of any building structure;
- (d) Adjoining fence.

All adjoining fences must be set back at least two (2) feet from the front of any building structure upon which the fences may abut, unless such fence is determined by the Declarant to be the equivalent of the building structure. All Common Area fences, if the only fence present at that location, shall be maintained by the owner of the abutting Lot. These restrictions may be waived, in whole or in part, by the Declarant.

Section 6. Construction Period. Upon commencement of excavation for construction on any Lot in this plat, the work must be continuous, weather permitting, until the house and other improvements are completed. No delay in the course of construction within a period of twelve (12) months will be permitted, unless further extension of time for the completion of said house improvements is given by the Declarant. If no such consent is given, the Declarant or its designee may, but shall not be obligated to complete such construction.

## **ARTICLE X SET-BACK OF BUILDING STRUCTURES FROM STREETS**

No building structure or part thereof, except as hereinafter provided, shall be erected or maintained on any of the following lots”

- Lots 1 to 14, both inclusive, Block 1
- Lots 1 to 7, both inclusive, Block 2,
- Lots 1 to 13, both inclusive, Block 3, and
- Lots 1 to 12, both inclusive, Block 4,

Nearer to the front street, rear street or the side street than the front building limit line or the side building limit line of the aforementioned Lots, except as shown on said plat.

Any deviation from the above must have the prior written approval of the Declarant, provided, however, that any such deviation shall not constitute a violation of the set-back requirements of the ordinances of the City of Edmond, Oklahoma.

## **ARTICLE XI FREE SPACE (SIDE SET-BACKS)**

No part of any building structure on the following Lots:

- Lots 1 to 14, both inclusive, Block 1,
- Lots 1 to 7, both inclusive, Block 2,
- Lots 1 to 13, both inclusive, Block 3, and
- Lots 1 to 12, both inclusive, Block 4,

Shall be erected nearer than eight feet (8'), to the side property line except that cornices, spouting chimneys and ornamental projections may extend two feet (2') nearer said side property line.

## **ARTICLE XII PARKING, STORAGE AND EASEMENTS**

No parking and/or storage of trailers, boats and/or vehicles which are not normally used as every-day transportation will be allowed on streets, Lots or Common Areas, except where adequate screening has been previously provided and the Declarant has given its prior approval thereto.



The 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 the plat as easements, sewer and other pipeline conduits, poles and wires, and any other method of conducting or performing any quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

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

### **ARTICLE XIII REARRANGING, RE-SUBDIVIDING OR RE-PLATTING**

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

### **ARTICLE XIV SIGNS, BILLBOARD AND MISCELLANEOUS STRUCTURES**

No signs or billboards will be permitted upon any of the Lots except those advertising the sale or rental of any such property, provided that such signs do not exceed six square feet in area, or those for which written approval has been obtained in advance from the Declarant. With the prior written consent of the Declarant, signs will be permitted on the Common Areas for the purpose of identification, direction of ownership and may exceed six square feet in area.

Every outbuilding, except a greenhouse erected on any of said Lots, shall, unless the Declarant otherwise consents in writing, correspond in style and architecture to the residence to which it is appurtenant.

Outbuilding such as cabanas, greenhouses, playhouses, pergola and similar buildings erected on any said Lots shall be approved, in advance of construction, by the Declarant within thirty (30) days after submission.

### **ARTICLE XV GENERAL**

No tank for the storage of oil or other fluid may be maintained above the ground on any of the Lots.

No pergola or any detached structure or building for purely ornamental or other purposes shall be erected on any part of any Lot in front of the building limit line without the prior written consent of the Declarant.

The keeping or housing of poultry, cattle, horses, or other livestock, or any kind or character, is prohibited on any Lot or Block in Faircloud.

No trash, ashes or other refuse may be thrown or dumped in any Lot or Common Area in this section. All garbage and trash storage must be screened from the view of the public.

No garage or outbuilding on any Lot shall be used as a residence or living quarters.

No house or outbuilding shall be moved to any Lot from another locality, without the prior consent of the Declarant. No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage without the prior consent of the 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 or alter, disturb or damage any surface of 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.

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 the Declarant.

Each Owner of any Lot which abuts a Common Area and upon which abutting portion in erected a fence, building, structure, landscaping, bushes, hedges, trees or similar improvement along said common border, must maintain a strip one foot (1') in width parallel to facilitate the mowing of the common Area by tractor or other similar mowing machine.

No swimming pool drainage systems will drain onto the Common Areas.

No outdoor clothes lines are permitted.

No basketball goals or courts may be placed or constructed on the front of any house, garage or in front of any house.

Accessory structures including, but not limited to, exterior antennas, radio or television transmission or reception towers and disks, satellite reception antennas and the like shall not be constructed, placed or maintained in the front yard or side yard or on any part of a dwelling unit or garage in the Subdivision. Any such accessory structure shall also be in accordance with the ordinances and regulations of the City of Edmond.

It is the intent of the Declarant that the Association maintain the Common Areas in their natural state and thereby preserve the natural beauty and limit the cost of upkeep. Every effort shall be made to preserve the natural state of the Properties and pursuant thereto Declarant shall have, and does hereby reserve the right to approve removal of all trees which are not directly located on Lots to be improved.

Each Owner of a Lot, when construction of improvements is finished or nearly finished thereon, shall construct a sidewalk on or abutting such Lot in strict accordance with the ordinances and regulations of the City of Edmond; provided, however, that such Owner shall, at his sole cost and expense, restore any portion of the Common Areas disrupted by such sidewalk construction.

Each Owner, at his sole cost and expense, shall be responsible for grassing and maintaining the right of way abutting each Owner's Lot.

#### **ARTICLE XVI RIGHT TO ENFORCE**

The restrictions herein set forth shall run with the land and bind the present Owner, its successors and assigns, and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the owners of said Lots, their successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said Lots and the construction of improvements thereon but no restriction herein set forth shall be personally binding on any corporation, person, or persons, except in respect to breaches committed during its, his or their ownership of title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to the ordinary legal action for damages; and failure of companies or owner or owners of any other lot or Lots shown in this plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter.

#### **ARTICLE XVII RIGHT TO ASSIGN**

The Declarant and/or the Developer may, by appropriate instrument, assign or convey to any person, organization or corporation, any or all of the rights, reservations, easements and privileges herein reserved by them, and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way and manner as those directly reserved by them or it in the instrument.

**ARTICLE XVIII  
JUDGMENT CONCLUSIVE**

The Declarant shall, in all cases, have the right to say and determine which of the front street, side streets, rear and side property lines on any plot, and also the set-back from said lines necessary to conform to the requirements hereof, and also to approve and disapprove roofing materials to be used if other than wood shingles, shakes, clay tile or stone, and its judgment and determination thereof shall be final and binding on all parties. This section and the provisions contained hereinabove pertaining to written consent of the Declarant, and other rights and privileges of the Declarant, shall govern all of the Lots herein platted and upon conversion of the Class B membership to Class A membership all such consents, waivers or approvals required by Articles IX, X, XII, XIII, XV and XVIII shall be exercised by the Board of Directors of the Association or by a committee of three (3) persons appointed by the Board of Directors.

**ARTICLE XIX  
DURATION**

All of the restrictions set forth herein shall continue and be binding upon DECLARANT, and upon its successors and assigns, 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 the Owners on nine-tenths (9/10ths) of the Lots and thereafter the Owners of three-fourths (3/4ths) of the Lots herein platted may by a written instrument signed by all of such persons, vacate or modify all of any part of this Declaration. Any such amendment must be filed of record.

**ARTICLE XX  
SEVERABILITY**

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, THE DECLARANT has set its hand and seal this 15<sup>th</sup> day of Sepember, 1982.

Signed by John Creamer, President of Financial I&A, Inc., an Oklahoma corporation. Notarized by (unreadable)

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRCLOUD**

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, FINANCIAL I & A, INC., did on the 15<sup>th</sup> day of September, 1982, execute an instrument styled "Declaration of Covenants, Conditions and Restrictions for Faircloud" (being an addition to Edmond, Oklahoma), which said Declaration was filed for record in the office of the County Clerk of Oklahoma County, Oklahoma, on October 15, 1982, and duly recorded in Book 4924 at Page 1591, which said Declaration covered the following described property located in the City of Edmond, Oklahoma County, Oklahoma, to-wit:

(Metes and Bounds description omitted)

AND, WHEREAS, in ARTICLE IX, Section 2, said Declaration provided as follows:

"Section 2. Size and Height. Residences constructed shall be the height and contain the minimum floor space, as follows:

Lots 1 to 6, both inclusive, Block 1, one story – 2500 square feet minimum;  
Lots 7 to 14, both inclusive, Block 1, one story – 2500 square feet minimum;  
Lots 1 to 7, both inclusive, Block 2,  
Lots 1 to 13, both inclusive, Block 3, and  
Lots 1 to 12, both inclusive, Block 4, one or two sotry – 2500 square feet minimum.

In computing the required square footage, the basement, attached porches and garages shall be excluded.";

AND WHEREAS, that part of said Section 2 above which reads "Lots 7 to 14, both inclusive, Block 1, one story – 2500 square feet minimum" was inserted as the result of a clerical and typographical error, it having been the real intent of the undersigned, Financial I&A, Inc., a corporation, that the provisions for the height and minimum floor space of all residences constructed on any Lots in Block 1s through 4, inclusive, in Faircloud, an addition to Edmond, Oklahoma, provide for "one or two story – 2500 square feet minimum";

AND WHEREAS, the undersigned, Financial I&A, Inc., a corporation, the original Declarant, is still the record owner of all of Lots 7 to 14, both inclusive, in Block 1 in Faircloud, an addition to Edmond, Oklahoma;

NOW, THEREFORE, the undersigned does hereby amend ARTICLE IX, Section 2 of the Declaration of Covenants, Conditions and Restrictions for Faircloud, an addition to Edmond, Oklahoma, to read as originally and at all times intended, as follows:

Section 2. Size and Height. Residence constructed shall be the height and contain the minimum floor space, as follows:

Lots 1 to 6, both inclusive, Block 1,  
one or two story – 2500 square feet minimum;  
Lots 7 to 14, both inclusive, Block 1,  
one or two story – 2500 square feet minimum;  
Lots 1 to 7, both inclusive, Block 2,  
Lots 1 to 13, both inclusive, Block 3, and  
Lots 1 to 12, both inclusive, Block 4,  
one or two story – 2500 square feet minimum.

In computing the required square footage, the basement, attached porches and garages shall be excluded."

Other than for this change and amendment, all Covenants, Conditions and Restrictions for Faircloud, an addition to Edmond, Oklahoma, as recorded in Book 4924, at Page 1591 of the records of Oklahoma County, shall remain in full force and effect.

DATED this 22<sup>nd</sup> day of July, 1983. Signed by John Creamer, President of Financial I&A, Inc., an Oklahoma corporation

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRCLOUD**

THIS Amendment to Declaration of Covenants, Conditions and Restrictions for FAIRCLOUD, FAIRCLOUD II, FAIRCLOUD III and FAIRCLOUD HILLS, additions to the City of Edmond, Oklahoma County, is made this 30<sup>th</sup> day of September, 1985.

WITNESSETH:

WHEREAS, the plat and dedication of FAIRCLOUD, an addition to the City of Edmond, Oklahoma County, Oklahoma, was recorded October 10, 1982 in Book 49 of Plats at Page 6, and the plat and dedication of FAIRCLOUD II, an addition to the City of Edmond, Oklahoma County, Oklahoma, was recorded September 26, 1983, in Book 50 of Plats at Page 9, and the plat and dedication of FAIRCLOUD III, an addition to the City of Edmond, Oklahoma County, Oklahoma, was recorded July 26, 1984 in Book 52 of Plats at Page 96, and the plat and dedication of FAIRCLOUD HILLS, an addition to the City of Edmond, Oklahoma County, Oklahoma, was recorded July 5, 1984 in Book 51 of Plats at Page 9; and

WHEREAS, certain Declaration of Covenants, Conditions and Restrictions, and their Amendments, covering and affecting FAIRCLOUD, FAIRCLOUD II, FAIRCLOUD III and FAIRCLOUD HILLS, were filed for record in the office of the County Clerk of Oklahoma County, Oklahoma in Booc 4924 at Page 1591, Book 5038 at Page 1946, Book 5066 at Page 1572, Book 5081 at Page 1015, Book 5196 at Page 230, Book 5205 at Page 1235, and Book 5202 at Page 1313 and Page 1314, respectively; and

WHEREAS, the undersigned are the owners of ninety percent (90%) or more of the lots or property in said additions and pursuant to Article XIX found at Page 16 of the original Declaration, the owners desire to file this Amendment to the Declaration.

NOW, THEREFORE, the undersigned owners do hereby amend the Declaration of Covenants, Conditions and Restrictions of FAIRCLOUD, FAIRCLOUD II, FAIRCLOUD III and FAIRCLOUD HILLS, in the following manner:

I.

1. Article VI of the Declaration of Covenants, Conditions and Restrictions for FAIRCLOUD recorded in Book 4924 at Page 1591 is hereby amended to read as follows:

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

Section 1., Voting Classes

Class A. Class A Members shall be all those Owners of single-family residential Lots with the exception of 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. 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 Lot.

Class B. Class B Member(s) shall be the DECLARANT. The Class B Member(s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article IV. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(b) On January 1, 1999;

(c) Or earlier if in its discretion the DECLARANT so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one vote for each Lot in which it holds the interest required for membership under Article IV hereof."

1. Article IX, Section 5 of the Declaration of Covenants, Conditions and Restrictions for FAIRCLOUD recorded in Book 4924 at Page 1591, is hereby amended to read as follows:

"Section 5. Fencing. All fencing of the following types must be approved by the Declarant in advance of its installation:

- (a) Common Area fence;
- (b) Association fence;
- (c) Any other fence which will extend beyond the front of any building structure;
- (d) Adjoining fence;
- (e) Fences which may extend beyond the property building lines.

All adjoining fences must be set back at least two (2) feet from the front of any building structure upon which the fences may abut, unless such fence is determined by the DECLARANT to be the equivalent of the building structure. All Common Area fences, if the only fence present at that location, shall be maintained by the owner of the abutting Lot. These restrictions may be waived, in whole or in part, by the DECLARANT.

All fencing which adjoins the Common Area shall be of a type as to not restrict sight and shall be constructed of the following material: wrought iron, split-rail or split-rail with inside wire mesh. Except that sight-proof fencing may be used around swimming pools and work service areas for privacy, provided that such fencing is at least twenty-five feet (25') from the rear of the lot line. Approval must be obtained from the DECLARANT for the installation of all private fencing."

1. Article IX of the Declaration of Covenants, Conditions and Restrictions for FAIRCLOUD recorded in Book 4942 at Page 1591, is hereby amended to adding to said Article IX, Section 7 as follows:

"Section 7. Landscaping. Landscaping shall be required on all sites with completion of other improvements and shall conform to a landscape plan approved by the DECLARANT.

Factors to be considered may include but shall not be limited to the following criteria:

- (a) Planting beds to represent approximately twenty percent (20%) of the ground footage of home.
- (b) Preserve existing trees to the extend practical.
- (c) Provide at least two (2) trees of two inch (2") caliber (either existing or to be planted) in the area between the building line and the street right-of-way.
- (d) Permit reasonable access to utility lines and easements for installation and repair.
- (e) Lawn sodding, seeding or hydromulching to be required in front yards and encouraged for remainder of property."

1. Article XV of the Declaration of Covenants, Conditions and Restrictions for FAIRCLOUD recorded in Book 4942 at Page 1591 hereby amended to read as follows:

#### **ARTICLE XV GENERAL**

"No tank for the storage of oil or other fluid may be maintained above the ground on any of the Lots.

No pergola or any detached structure or building for purely ornamental or other purposes shall be erected on any part of any Lot in front of the building limit line without the prior written consent of the DECLARANT.

The keeping or housing of poultry, cattle, horses, or other livestock, of any kind or character, is prohibited on any Lot or Block in FAIRCLOUD.

No trash, ashes or other refuse may be thrown or dumped in any Lot or Common Area in this section. All garbage and trash storage must be screened from the view of the public.

No garbage or outbuilding on any Lot shall be used as residence or living quarters.

No house or outbuilding shall be moved to any Lot from another locality, without the prior consent of the Declarant. No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage without the prior consent of the 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 or 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.

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 the DECLARANT.

Each Owner of any Lot which abuts a Common Area and upon which abutting portion in erected a fence, building, structure, landscaping, bushes, hedges, trees or similar improvement along said common border, must maintain a strip one foot (1') in width parallel to facilitate the mowing of the common Area by tractor or other similar mowing machine.

No swimming pool drainage systems will drain onto the Common Areas.

No outdoor clothes lines are permitted.

No basketball goals or courts may be placed or constructed on the front of any house, garage or in front of any house.

Accessory structures including, but not limited to, exterior antennas, radio or television transmission or reception towers and disks, satellite reception antennas and the like shall not be constructed, placed or maintained in the front yard or side yard or on any part of a dwelling unit or garage in the Subdivision. Any such accessory structure shall also be in accordance with the ordinances and regulations of the City of Edmond. On lots which adjoin the Common Area, approval as to the location of accessory structures shall be in writing from the DECLARANT.

It is the intent of the Declarant that the Association maintain the Common Areas in their natural state and thereby preserve the natural beauty and limit the cost of upkeep. Every effort shall be made to preserve the natural state of the Properties and pursuant thereto Declarant shall have, and does hereby reserve the right to approve removal of all trees which are not directly located on Lots to be improved.

Each Owner of a Lot, when construction of improvements is finished or nearly finished thereon, shall construct a sidewalk on or abutting such Lot in strict accordance with the ordinances and regulations of the City of Edmond; provided, however, that such Owner shall, at his sole cost and expense, restore any portion of the Common Areas disrupted by such sidewalk construction.

Each Owner, at his sole cost and expense, shall be responsible for grassing and maintaining the right of way abutting each Owner's Lot.

## II.

The undersigned owners hereby file and adopt the terms, conditions and provisions as set out and contained herein as Amendments to the Declaration of Covenants, Conditions and Restrictions for FAIRCLOUD, FAIRCLOUD II, FAIRCLOUD III and FAIRCLOUD HILLS filed in Book 4924 at Page 1591, Book 5038 at Page 1946, Book 5066 at Page 1572, Book 5081 at Page 1015, Book 5196 at Page 230, Book 5205 at Page 1235 and Book 5202 at Page 1313 and Page 1314, all in the public records of Oklahoma County, Oklahoma.

III.

That except for the above set out and contained Amendments, all other terms, conditions and restrictions of the Declaration of Covenants, Conditions and Restrictions for FAIRCLOUD shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this 30<sup>th</sup> day of September, 1985.

Signed by Various Owners.



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRCLOUD II, BEING A PART OF THE E/2 SECTION 19, TOWNSHIP 14N, RANGE 2W OF THE I.M., AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA AS RECORDED IN BOOK 50 OF PLATS, AT PAGE 9, OF THE PUBLIC RECORDS**

This Declaration made this 22<sup>nd</sup> day of September, 1983, by Financial I & A, Inc., an Oklahoma corporation.

WITNESSETH:

WHEREAS, for purposes of this instrument, Financial I & A., Inc., shall be hereinafter referred to as "Declarant"; and

WHEREAS, Declarant is the owner of all real property dedicated and made a part of Faircloud II, a platted area, recorded in Book 50 of Plats, Page 9, of the public records of Oklahoma County, Oklahoma, and

WHEREAS, certain declarations of covenants, conditions and restrictions covering and affecting Faircloud, same being an area platted and dedicated and filed for record in Book 49 of Plats, Page 6 have been filed for record in Book 4942, Page 1591 with an amendment filed of record in Book 4038, Page 1946.

NOW, THEREFORE, the undersigned Declarant is the owner of all lots and blocks located in and a part of Faircloud II as recorded in Book 50 of Plats, Page 9, does hereby adopt the terms, conditions and provisions as set out and contained in the Declaration of Covenants, Conditions and Restrictions for Faircloud, as recorded in Book 4924, Page 1591 as amended and as recorded in Book 5038, Page 1946 of the public records of Oklahoma County, Oklahoma, and the same shall apply to and be effective for all lots and blocks dedicated as a part of the platted area known as Faircloud II, as recorded in Book 50, Page 9, of the public records, Oklahoma County, State of Oklahoma, as though the same were included in detail herein. Further, the owners of the lots and blocks referred to in the platted area last above set out shall become a part of the Home Owners Association.

IN WITNESS WHEREOF, we have placed our hands and seal the day and year first above written.

Signed by John Cremaer as President of Financial I & A, Inc. Notarized by Mary G. Dennis.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRCLOUD III, BEING A PART OF THE E/2 SECTION 19, TOWNSHIP 14N, RANGE 2W OF THE I.M., AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA AS RECORDED IN BOOK 50 OF PLATS, AT PAGE 9, OF THE PUBLIC RECORDS**

This Declaration made this 18th day of July, 1984, by Financial I & A, Inc., an Oklahoma corporation.

WITNESSETH:

WHEREAS, for purposes of this instrument, Financial I & A., Inc., shall be hereinafter referred to as "Declarant"; and

WHEREAS, Declarant is the owner of all real property dedicated and made a part of Faircloud III, a platted area, recorded in Book 52 of Plats, Page 96, of the public records of Oklahoma County, Oklahoma, and

WHEREAS, certain declarations of covenants, conditions and restrictions covering and affecting Faircloud, same being an area platted and dedicated and filed for record in Book 49 of Plats, Page 6 have been filed for record in Book 4924, Page 1591 with an amendment filed of record in Book 5038, Page 1946.

NOW, THEREFORE, the undersigned Declarant is the owner of all lots and blocks located in and a part of Faircloud III as recorded in Book 52 of Plats, Page 96, does hereby adopt the terms, conditions and provisions as set out and contained in the Declaration of Covenants, Conditions and Restrictions for Faircloud, as recorded in Book 4924, Page 1591 as amended and as recorded in Book 5038, Page 1946 of the public records of Oklahoma County, Oklahoma, and the same shall apply to and be effective for all lots and blocks dedicated as a part of the platted area known as Faircloud III, as recorded in Book 52, Page 96, of the public records, Oklahoma County, State of Oklahoma, as though the same were included in detail herein. Further, the owners of the lots and blocks referred to in the platted area last above set out become a part of the Home Owners Association.

IN WITNESS WHEREOF, we have placed our hands and seal the day and year first above written.

**ADOPTION AND RATIFICATION OF PLAT AND RESTRICTIONS  
OF FAIRCLOUD II, AN ADDITION TO EDMOND, OKLAHOMA**

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Financial I & A, Inc., has heretofore filed in the office of the County Clerk of Oklahoma County, Oklahoma, a Dedication and Plat of Faircloud II, an addition to the City of Edmond, Oklahoma, as shown by the Plat recorded in Book 50 of Plats at Page 9; and

WHEREAS, said Financial I & A, Inc., did on the 26<sup>th</sup> day of September, 1983, file its certain Declaration of Covenants, Conditions and Restrictions for Faircloud II, an addition to Edmond, Oklahoma, which said Declaration was duly recorded in Book 5066 at Page 1572 of the records of Oklahoma County, Oklahoma; and

WHEREAS, the undersigned, B & T Homes, Inc., is and was the owner of Lot Fifteen (15) in Block Three (3) in Faircloud II, an addition to Edmond, Oklahoma, at the time said Plat and Declaration of Covenants, Conditions and Restrictions were filed;

NOW, THEREFORE, the undersigned, B & T Homes, Inc., being the owner of said Lot 15 in Block 3 in FAIRCLOUD II; an addition to Edmond, Oklahoma, does hereby adopt in all respects the Dedication and Plat of said Faircloud II as recorded in Book 50 of Plats at Page 9 of the records of Oklahoma County, Oklahoma.

The undersigned also adopts the Declaration of Covenants, Conditions and Restrictions for Faircloud II executed by Financial I & A, Inc., and duly filed for record in the office of the County Clerk of Oklahoma County, Oklahoma on September 26, 1983, and duly recorded in Book 5066 at Page 1572.

The undersigned does hereby agree that the Dedication and Plat and the Declaration of Covenants, Conditions and Restrictions for Faircloud II, an addition to Edmond, Oklahoma, shall be binding on it the same as if it had joined in the original instruments filed of record as hereinabove stated.

Signed by B & T Homes, Inc. Notarized by (unreadable).

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRCLOUD IV, BEING A PART OF THE E/2 SECTION 19, TOWNSHIP 14N, RANGE 2W OF THE I.M., AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA AS RECORDED IN BOOK 53 OF PLATS, AT PAGE 16, OF THE PUBLIC RECORDS**

This Declaration made this 11th day of May, 1989, by Financial I & A, Inc., an Oklahoma corporation.

WITNESSETH:

WHEREAS, for purposes of this instrument, Financial I & A., Inc., shall be hereinafter referred to as "Declarant"; and

WHEREAS, Declarant is the owner of all real property dedicated and made a part of Faircloud IV, a platted area, recorded in Book 53 of Plats, Page 16, of the public records of Oklahoma County, Oklahoma, and

WHEREAS, certain declarations of covenants, conditions and restrictions covering and affecting Faircloud, same being an area platted and dedicated and filed for record in Book 49 of Plats, Page 6 have been filed for record in Book 4924, Page 1591 with an amendment filed of record in Book 5038, Page 1946, and FAIRCLOUD II filed for record in Book 50 of Plats, Page 9, filed for record in Book 5066, Page 1572 and Book 5081, Page 1015, and FAIRCLOUD HILLS filed for record in Book 51 of Plats, Page 9, filed for record in Book 5196, Page 230 and Book 5202, Page 1313 with an amendment filed of record in Book 5304, Page 0259 and Page 1761, and FAIRCLOUD III filed for record in Book 52 of Plats, Page 96, filed for record in Book 5205, Page 1235 and an amendment filed of record in Book 5380, Page 1083, and FAIRCLOUD HILLS II filed for record in Book 53 of Plats, Page 20, filed for record in Book 5900, Page 1987 and Book 5900, Page 1989, and

NOW, THEREFORE, the undersigned Declarant is the owner of all lots and blocks located in and a part of Faircloud IV, as recorded in Book 53 of Plats, Page 16, does hereby adopt the terms, conditions and provisions as set out and contained in the Declaration of Covenants, Conditions and Restrictions for Faircloud, as recorded in Book 4924, Page 1591 as amended and as recorded in Book 5038, Page 1946, Book 5066, Page 1572, Book 5081, Page 1015, Book 5196, Page 230, Book 5202, Page 1313, Book 5205, Page 1235, Book 5304, Page 0259 and Page 1761 as amended and as recorded in Book 5380, Page 1083, Book 5900, Page 1987 and Book 5900, Page 1989, of the public records of Oklahoma County, Oklahoma, and the same shall apply to and be effective for all lots and blocks dedicated as a part of the platted area known as Faircloud IV, as recorded in Book 53 of Plats, Page 16, of the public records, Oklahoma County, State of Oklahoma, as though the same were included in detail herein. Further, the owners of the lots and blocks referred to in the platted area last above set out become a part of the Faircloud Association, Inc.

IN WITNESS WHEREOF, we have placed our hands and seal the day and year first above written.

Signed by Jerry L. McNabb, President of Financial I & A, Inc. Notarized by (unreadable).

**ADOPTION AND RATIFICATION OF PLAT AND RESTRICTIONS  
OF FAIRCLOUD IV, AN ADDITION TO EDMOND, OKLAHOMA**

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Financial I & A, Inc., has heretofore filed in the office of the County Clerk of Oklahoma County, Oklahoma, a Dedication and Plat of Faircloud IV, an addition to the City of Edmond, Oklahoma, as shown by the Plat recorded in Book 53 of Plats at Page 16; and

WHEREAS, said Financial I & A, Inc., did on the 19<sup>th</sup> day of May, 1989 file its certain Declaration of Covenants, Conditions and Restrictions for Faircloud IV, an addition to Edmond, Oklahoma, which said Declaration was duly recorded in Book 5913 at Page 1361 of the records of Oklahoma County, Oklahoma; and

WHEREAS, the undersigned, Victor W. Helmig & Penny Helmig, husband and wife, being the owners of said Lots Eight (8) and Nine (9), Block Two (2); Donald F. Schiesz and Letty Pratt Schiesz, husband and wife, being the owners of said North 15' of Lot Sixteen (16) in Block Ten (10) in Faircloud IV, an addition to Edmond, Oklahoma, at the time said Plat and Declaration of Covenants, Conditions and Restrictions were filed;

NOW, THEREFORE, the undersigned, Victor W. Helmig & Penny Helmig, husband and wife, being the owners of said Lots Eight (8) and Nine (9), Block Two (2); Donald F. Schiesz and Letty Pratt Schiesz, husband and wife, being the owners of said North 15' of Lot Sixteen (16) Block Ten (10) in FAIRCLOUD IV; an addition to Edmond, Oklahoma, does hereby adopt in all respects the Dedication and Plat of said Faircloud IV as recorded in Book 53 of Plats at Page 16 of the records of Oklahoma County, Oklahoma.

The undersigned also adopts the Declaration of Covenants, Conditions and Restrictions for Faircloud IV executed by Financial I & A, Inc., and duly filed for record in the office of the County Clerk of Oklahoma County, Oklahoma on May 19, 1989, and duly recorded in Book 5913 at Page 1361.

The undersigned does hereby agree that the Dedication and Plat and the Declaration of Covenants, Conditions and Restrictions for Faircloud IV, an addition to Edmond, Oklahoma, shall be binding on it the same as if it had joined in the original instruments filed of record as hereinabove stated.

Signed by Various Owners. Notarized by Tracy L. Parker on May 13, 1989..

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRCLOUD V, BEING A PART OF THE E/2 SECTION 19, TOWNSHIP 14N, RANGE 2W OF THE I.M., AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA AS RECORDED IN BOOK 54 OF PLATS, AT PAGE 93, OF THE PUBLIC RECORDS**

This Declaration made this 6th day of December, 1989, by Financial I & A, Inc., an Oklahoma corporation.

WITNESSETH:

WHEREAS, for purposes of this instrument, Financial I & A., Inc., shall be hereinafter referred to as "Declarant"; and

WHEREAS, Declarant is the owner of all real property dedicated and made a part of Faircloud V, a platted area, recorded in Book 54 of Plats, Page 93, of the public records of Oklahoma County, Oklahoma, and

WHEREAS, certain declarations of covenants, conditions and restrictions covering and affecting Faircloud, same being an area platted and dedicated and filed for record in Book 49 of Plats, Page 6 have been filed for record in Book 4924, Page 1591 with an amendment filed of record in Book 5038, Page 1946, and FAIRCLOUD II filed for record in Book 50 of Plats, Page 9, filed for record in Book 5066, Page 1572 and Book 5081, Page 1015, and FAIRCLOUD HILLS filed for record in Book 51 of Plats, Page 9, filed for record in Book 5196, Page 230 and Book 5202, Page 1313 with an amendment filed of record in Book 5304, Page 0259 and Page 1761, and FAIRCLOUD III filed for record in Book 52 of Plats, Page 96, filed for record in Book 5205, Page 1235 and an amendment filed of record in Book 5380, Page 1083, and FAIRCLOUD HILLS II filed for record in Book 53 of Plats, Page 20, filed for record in Book 5900, Page 1987 and Book 5900, Page 1989, and FAIRCLOUD IV filed for record in Book 53 of Plats, Page 16, filed for record in Book 5913, Page 1361 and Book 5913, Page 1363, and, and

NOW, THEREFORE, the undersigned Declarant is the owner of all lots and blocks located in and a part of Faircloud V, as recorded in Book 54 of Plats, Page 93, does hereby adopt the terms, conditions and provisions as set out and contained in the Declaration of Covenants, Conditions and Restrictions for Faircloud, as recorded in Book 4924, Page 1591 as amended and as recorded in Book 5038, Page 1946, Book 5066, Page 1572, Book 5081, Page 1015, Book 5196, Page 230, Book 5202, Page 1313, Book 5205, Page 1235, Book 5304, Page 0259 and Page 1761 as amended and as recorded in Book 5380, Page 1083, Book 5900, Page 1987 and Book 5900, Page 1989, Book 5913, Page 1363, of the public records of Oklahoma County, Oklahoma, and the same shall apply to and be effective for all lots and blocks dedicated as a part of the platted area known as Faircloud V, as recorded in Book 54 of Plats, Page 93, of the public records, Oklahoma County, State of Oklahoma, as though the same were included in detail herein. Further, the owners of the lots and blocks referred to in the platted area last above set out become a part of the Faircloud Association, Inc.

IN WITNESS WHEREOF, we have placed our hands and seal the day and year first above written.

Signed by Jerry L. McNabb, President of Financial I & A, Inc. Notarized by (unreadable).

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRCLOUD VI, BEING A PART OF THE E/2 SECTION 19, TOWNSHIP 14N, RANGE 2W OF THE I.M., AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA AS RECORDED IN BOOK 54 OF PLATS, AT PAGE 62, OF THE PUBLIC RECORDS**

This Declaration made this 2nd day of April, 1991, by Financial I & A, Inc., an Oklahoma corporation.

WITNESSETH:

WHEREAS, for purposes of this instrument, Financial I & A, Inc., shall be hereinafter referred to as "Declarant"; and

WHEREAS, Declarant is the owner of all real property dedicated and made a part of Faircloud VI, a platted area, recorded in Book 54 of Plats, Page 62, of the public records of Oklahoma County, Oklahoma, and

WHEREAS, certain declarations of covenants, conditions and restrictions covering and affecting Faircloud, same being an area platted and dedicated and filed for record in Book 49 of Plats, Page 6 have been filed for record in Book 4924, Page 1591 with an amendment filed of record in Book 5038, Page 1946, and FAIRCLOUD II filed for record in Book 50 of Plats, Page 9, filed for record in Book 5066, Page 1572 and Book 5081, Page 1015, and FAIRCLOUD HILLS filed for record in Book 51 of Plats, Page 9, filed for record in Book 5196, Page 230 and Book 5202, Page 1313 with an amendment filed of record in Book 5304, Page 0259 and Page 1761, and FAIRCLOUD III filed for record in Book 52 of Plats, Page 96, filed for record in Book 5205, Page 1235 and an amendment filed of record in Book 5380, Page 1083, and FAIRCLOUD HILLS II filed for record in Book 53 of Plats, Page 20, filed for record in Book 5900, Page 1987 and Book 5900, Page 1989, and FAIRCLOUD IV filed for record in Book 53 of Plats, Page 16, filed for record in Book 5913, Page 1361, and Book 5913, Page 1363 and FAIRCLOUD V filed for record in Book 54 of Plat, Page 93, filed for record in Book 5987, Page 1956, and

EXCEPT THAT, Article IX, Section 5 of the declarations of covenants, conditions and restrictions for Faircloud recorded in Book 4924 at page 1591, and as amended in Book 5380 at Page 1084, is further amended to read "sight proof fences adjoining the common area shall be permitted along the rear and side lot lines on Lots 1 thru 7, Block 14, Faircloud VI. FURTHERMORE, this amendment shall be for Faircloud VI only and shall not apply to Faircloud, Faircloud II, Faircloud III, Faircloud IV, Faircloud V, Faircloud Hills or Faircloud Hills II.

NOW, THEREFORE, the undersigned Declarant is the owner of all lots and blocks located in and a part of Faircloud VI, as recorded in Book 54 of Plats, Page 62, does hereby adopt the terms, conditions and provisions as set out and contained in the Declaration of Covenants, Conditions and Restrictions for Faircloud, as recorded in Book 4924, Page 1591 as amended and as recorded in Book 5038, Page 1946, Book 5066, Page 1572, Book 5081, Page 1015, Book 5196, Page 230, Book 5202, Page 1313, Book 5205, Page 1235, Book 5304, Page 0259 and Page 1761 as amended and as recorded in Book 5380, Page 1083, Book 5900, Page 1987 and Book 5900, Page 1989, Book 5913, Page 1361, Book 5913, Page 1363, and Book 5987, Page 1956, of the public records of Oklahoma County, Oklahoma, and the same shall apply to and be effective for all lots and blocks dedicated as a part of the platted area known as Faircloud VI, as recorded in Book 54 of Plats, Page 62, of the public records, Oklahoma County, State of Oklahoma, as though the same were included in detail herein. Further, the owners of the lots and blocks referred to in the platted area last above set out become a part of the Faircloud Association, Inc.

IN WITNESS WHEREOF, we have placed our hands and seal the day and year first above written.

Signed by Jerry L. McNabb, President of Financial I & A, Inc. Notarized by (unreadable).

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRCLOUD VII, BEING A PART OF THE E/2 SECTION 19, TOWNSHIP 14N, RANGE 2W OF THE I.M., AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA AS RECORDED IN BOOK 54 OF PLATS, AT PAGE 39, OF THE PUBLIC RECORDS**

This Declaration made this 25th day of Sepember, 1991, by Financial I & A, Inc., an Oklahoma corporation.

WITNESSETH:

WHEREAS, for purposes of this instrument, Financial I & A., Inc., shall be herinafter referred to as "Declarant"; and

WHEREAS, Declarant is the owner of all real property dedicated and made a part of Faircloud VII, a platted area, recorded in Book 54 of Plats, Page 39, of the public records of Oklahoma County, Oklahoma, and

WHEREAS, certain declarations of covenants, conditions and restrictions covering and affecting Faircloud, same being an area platted and dedicated and filed for record in Book 49 of Plats, Page 6 have been filed for record in Book 4924, Page 1591 with an amendment filed of record in Book 5038, Page 1946, and FAIRCLOUD II filed for record in Book 50 of Plats, Page 9, filed for record in Book 5066, Page 1572 and Book 5081, Page 1015, and FAIRCLOUD HILLS filed for record in Book 51 of Plats, Page 9, filed for record in Book 5196, Page 230 and Book 5202, Page 1313 with an amendment filed of record in Book 5304, Page 0259 and Page 1761, and FAIRCLOUD III filed for record in Book 52 of Plats, Page 96, filed for record in Book 5205, Page 1235 and an amendment filed of record in Book 5380, Page 1083, and FAIRCLOUD HILLS II filed for record in Book 53 of Plats, Page 20, filed for record in Book 5900, Page 1987 and Book 5900, Page 1989, and FAIRCLOUD IV filed for record in Book 53 of Plats, Page 16, filed for record in Book 5913, Page 1361, and Book 5913, Page 1363 and FAIRCLOUD V filed for record in Book 54 of Plats, Page 93, filed for record in Book 5987, Page 1956 and FAIRCLOUD VI filed for record in Book 54 of Plats, Page 62, filed for record in Book 6154, Page 357 and FAIRCLOUD HILLS III filed for record in Book 54 of Plats, Page 43, filed for record in Book 6210, Page 428 with a ratification filed for record at Book 6210, Page 430 and

NOW, THEREFORE, the undersigned Declarant is the owner of all lots and blocks located in and a part of Faircloud VII, as recorded in Book 54 of Plats, Page 39, does hereby adopt the terms, contained in the Declaration of Covenants, Conditions and Restrictions for Faircloud, as recorded in Book 4924, Page 1591 as amended and as recorded in Book 5038, Page 1946, Book 5066, Page 1572, Book 5081, Page 1015, Book 5196, Page 230, Book 5202, Page 1313, Book 5205, Page 1235, Book 5304, Page 0259 and Page 1761 as amended and as recorded in Book 5380, Page 1083, Book 5900, Page 1987 and Book 5900, Page 1989, Book 5913, Page 1361, Book 5913, Page 1363, Book 5987, Page 1956, Book 6154, page 357, Book 6210, Page 428 as ratified in Book 6210, Page 430 of the public records of Oklahoma County, Oklahoma, and the same shall apply to and be effective for all lots and blocks dedicated as a part of the platted area known as Faircloud VII, as recorded in Book 54 of Plats, Page 39, of the public records, Oklahoma County, State of Oklahoma, as though the same were included in detail herein. Further, the owners of the lots and blocks referred to in the platted area last above set out become a part of the Faircloud Association, Inc.

IN WITNESS WHEREOF, we have placed our hands and seal the day and year first above written.

Signed by Jerry L. McNabb, President of Financial I & A, Inc. Notarized by (unreadable).



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRCLOUD VIII, BEING A PART OF THE E/2 SECTION 19, TOWNSHIP 14N, RANGE 2W OF THE I.M., AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA AS RECORDED IN BOOK 54 OF PLATS, AT PAGE 23, OF THE PUBLIC RECORDS**

This Declaration made this 13th day of January, 1992, by Financial I & A, Inc., an Oklahoma corporation.

WITNESSETH:

WHEREAS, for purposes of this instrument, Financial I & A., Inc., shall be hereinafter referred to as "Declarant"; and

WHEREAS, Declarant is the owner of all real property dedicated and made a part of Faircloud VII, a platted area, recorded in Book 54 of Plats, Page 23, of the public records of Oklahoma County, Oklahoma, and

WHEREAS, certain declarations of covenants, conditions and restrictions covering and affecting Faircloud, same being an area platted and dedicated and filed for record in Book 49 of Plats, Page 6 have been filed for record in Book 4924, Page 1591 with an amendment filed of record in Book 5038, Page 1946, and FAIRCLOUD II filed for record in Book 50 of Plats, Page 9, filed for record in Book 5066, Page 1572 and Book 5081, Page 1015, and FAIRCLOUD HILLS filed for record in Book 51 of Plats, Page 9, filed for record in Book 5196, Page 230 and Book 5202, Page 1313 with an amendment filed of record in Book 5304, Page 0259 and Page 1761, and FAIRCLOUD III filed for record in Book 52 of Plats, Page 96, filed for record in Book 5205, Page 1235 and an amendment filed of record in Book 5380, Page 1083, and FAIRCLOUD HILLS II filed for record in Book 53 of Plats, Page 20, filed for record in Book 5900, Page 1987 and Book 5900, Page 1989, and FAIRCLOUD IV filed for record in Book 53 of Plats, Page 16, filed for record in Book 5913, Page 1361, and Book 5913, Page 1363 and FAIRCLOUD V filed for record in Book 54 of Plats, Page 93, filed for record in Book 5987, Page 1956 and FAIRCLOUD VI filed for record in Book 54 of Plats, Page 62, filed for record in Book 6154, Page 357 and FAIRCLOUD HILLS III filed for record in Book 54 of Plats, Page 43, filed for record in Book 6210, Page 428 with a ratification filed for record at Book 6210, Page 430 and FAIRCLOUD VII filed for record in Book 54 of Plats, Page 39, filed for record in Book 6213, Page 1179 and

NOW, THEREFORE, the undersigned Declarant is the owner of all lots and blocks located in and a part of Faircloud VIII, as recorded in Book 54 of Plats, Page 23, does hereby adopt the terms, contained in the Declaration of Covenants, Conditions and Restrictions for Faircloud, as recorded in Book 4924, Page 1591 as amended and as recorded in Book 5038, Page 1946, Book 5066, Page 1572, Book 5081, Page 1015, Book 5196, Page 230, Book 5202, Page 1313, Book 5205, Page 1235, Book 5304, Page 0259 and Page 1761 as amended and as recorded in Book 5380, Page 1083, Book 5900, Page 1987 and Book 5900, Page 1989, Book 5913, Page 1361, Book 5913, Page 1363, Book 5987, Page 1956, Book 6154, page 357, Book 6210, Page 428 as ratified in Book 6210, Page 430, Book 6213, Page 1179 of the public records of Oklahoma County, Oklahoma, and the same shall apply to and be effective for all lots and blocks dedicated as a part of the platted area known as Faircloud VIII, as recorded in Book 54 of Plats, Page 23, of the public records, Oklahoma County, State of Oklahoma, as though the same were included in detail herein. Further, the owners of the lots and blocks referred to in the platted area last above set out become a part of the Faircloud Association, Inc.

IN WITNESS WHEREOF, we have placed our hands and seal the day and year first above written.

Signed by Jerry L. McNabb, President of Financial I & A, Inc. Notarized by (unreadable).

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRCLOUD HILLS, BEING A PART OF THE E/2 SECTION 19, TOWNSHIP 14N, RANGE 2W OF THE I.M., AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA AS RECORDED IN BOOK 50 OF PLATS, AT PAGE 9, OF THE PUBLIC RECORDS**

This Declaration made this 3<sup>rd</sup> day of July, 1984, by Financial I & A, Inc., an Oklahoma corporation.

WITNESSETH:

WHEREAS, for purposes of this instrument, Financial I & A., Inc., shall be hereinafter referred to as "Declarant"; and

WHEREAS, Declarant is the owner of all real property dedicated and made a part of Faircloud VII, a platted area, recorded in Book 51 of Plats, Page 9, of the public records of Oklahoma County, Oklahoma, and

WHEREAS, certain declarations of covenants, conditions and restrictions covering and affecting Faircloud, same being an area platted and dedicated and filed for record in Book 49 of Plats, Page 6 have been filed for record in Book 4924, Page 1591 with an amendment filed of record in Book 5038, Page 1946, and FAIRCLOUD II filed for record in Book 50 of Plats, Page 9, filed for record in Book 5066, Page 1572 and Book 5081, Page 1015, and

EXCEPT THAT, Article IX, Section 2, "Size and Height" shall be amended to read "one or two story 2100 square feet minimum." FURTHERMORE, this amendment shall be for FAIRCLOUD HILLS only and shall not apply to Faircloud or Faircloud II.

NOW, THEREFORE, the undersigned Declarant is the owner of all lots and blocks located in and a part of Faircloud Hills, as recorded in Book 51 of Plats, Page 9, does hereby adopt the terms, contained in the Declaration of Covenants, Conditions and Restrictions for Faircloud, as recorded in Book 4924, Page 1591 as amended and as recorded in Book 5038, Page 1946, Book 5066, Page 1572, Book 5081, Page 1015, of the public records of Oklahoma County, Oklahoma, and the same shall apply to and be effective for all lots and blocks dedicated as a part of the platted area known as Faircloud Hills, as recorded in Book 50 of Plats, Page 9, of the public records, Oklahoma County, State of Oklahoma, as though the same were included in detail herein. Further, the owners of the lots and blocks referred to in the platted area last above set out become a part of the Home Owners Association.

IN WITNESS WHEREOF, we have placed our hands and seal the day and year first above written.

Signed by John Creamer, President of Financial I & A, Inc. Notarized by (unreadable).

**AMENDED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR FAIRCLOUD HILLS,  
BEING A PART OF THE E/2 SECTION 19, TOWNSHIP 14N, RANGE 2W OF THE I.M., AN ADDITION TO THE  
CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA, AS RECORDED IN BOOK 51 OF PLATS, AT PAGE  
9, OF THE PUBLIC RECORDS**

That the undersigned do hereby certify that they are now the only corporation, firm or persons who have any legal right, title or interest in and to all of the land embraced in the following described real property situate in Oklahoma County, State of Oklahoma, to-wit:

All of FAIRCLOUD HILLS, being a part of the E/2, Section 19, Township 14 North, Range 2 West of the Indian Meridian, an addition to the City of Edmond, Oklahoma County, Oklahoma.

That it is the intention and desire of said owners to hereby amend a part of the restrictions contained in the Owners Declaration of Covenants, Conditions and Restrictions covering said addition as recorded in the office of the County Clerk of Oklahoma County, Oklahoma, in Book 5196, Page 230, in the following particulars to-wit:

That paragraph XI of the restrictions and reservations be and the same is hereby cancelled, annulled and set aside and there is substituted therefore as an amendment thereto the following language;

**ARTICLE XI  
(Free Space (side set backs))**

No part of any building structure on any lots in Faircloud Hills shall be erected nearer than eight feet (8') to the side property line, except building structures of only one story may be erected no nearer than five feet (5') to the side property line. Cornices, spouting chimneys and ornamental projections may extend two feet (2') nearer said side property line.

In all other respects the Declaration of Covenants Conditions and Restrictions for Faircloud Hills shall remain in full force and effect as written.

IN WITNESS WHEREOF, the undersigned have caused this amendment to be executed this 1<sup>st</sup> day of April, 1985.

Signed by Charles A. and Anna C. Chaffins and Lois E. and Linda K. Cox. Notarized by (unreadable).

**DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR FAIRCLOUD HILLS II, BEING A PART OF THE E/2 SECTION 19, TOWNSHIP 14N, RANGE 2W OF THE I.M., AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA, AS RECORDED IN BOOK 53 OF PLATS, AT PAGE 20, OF THE PUBLIC RECORDS**

This Declaration made this 14<sup>th</sup> day of April, 1989 by FINANCIAL I & A, INC., an Oklahoma Corporation.

WITNESSETH:

WHEREAS, for purposes of this instrument, Financial I & A, Inc., shall be hereinafter referred to as "Declarant"; and

WHEREAS, Declarant is the owner of all real property dedicated and made a part of Faircloud Hills II, a platted area, recorded in Book 53 of Plats, Page 20, of the public records of Oklahoma County, Oklahoma, and

WHEREAS, certain declarations of covenants, conditions and restrictions covering and affecting, FAIRCLOUD, same being an area platted and dedicated and filed for record in Book 49 of Plats, Page 6 filed for record in Book 4924, Page 1591 with an amendment filed of record in Book 5038, Page 1946, and FAIRCLOUD II filed for record in Book 50 of Plats, Page 9, filed for record in Book 5066, Page 1572 and Book 5081, Page 1015, and FAIRCLOUD HILLS filed for record in Book 51 of Plats, Page 9, filed for record in Book 5196, Page 230 and Book 5202, Page 1313 with an amendment filed of record in Book 5304, Page 0259 and Page 1761, and FAIRCLOUD III filed for record in Book 52 of Plats, Page 96, filed for record in Book 5205, Page 1235 and an amendment filed of record in Book 5380, Page 1083 and

EXCEPT THAT, Article IX, Section 2, "Size and Height" shall be amended to read "one or two story 2100 square feet minimum." FURTHERMORE, this amendment shall be for FAIRCLOUD HILLS and FAIRCLOUD HILLS II only and shall not apply to Faircloud, Faircloud II or Faircloud III..

NOW, THEREFORE, the undersigned Declarant is the owner of all lots and blocks located in and a part of FAIRCLOUD HILLS II, as recorded in Book 53 of Plats, Page 20, does hereby adopt the terms, contained in the Declaration of Covenants, Conditions and Restrictions for Faircloud, as recorded in Book 4924, Page 1591 as amended and as recorded in Book 5038, Page 1946, Book 5066, Page 1572, Book 5081, Page 1015, Book 5196, Page 230, Book 5202, Page 1313, Book 5205, Page 1235, Book 5304, Page 1761 as amended and as recorded in Book 5380, Page 1083, of the public records of Oklahoma County, Oklahoma, and the same shall apply to and be effective for all lots and blocks dedicated as a part of the platted area known as FAIRCLOUD HILLS II, as recorded in Book 53 of Plats, Page 20, of the public records, Oklahoma County, State of Oklahoma, as though the same were included in detail herein. Further, the owners of the lots and blocks referred to in the platted area last above set out shall become a part of Faircloud Association, Inc.

IN WITNESS WHEREOF, we have placed our hands and seal the day and year first above written.

Signed by Jerry L. McNabb, President of Financial I & A, Inc. Notarized by (unreadable).

**ADOPTION AND RATIFICATION OF PLAT AND RESTRICTIONS  
OF FAIRCLOUD HILLS II, AN ADDITION TO EDMOND, OKLAHOMA**

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Financial I & A, Inc., has heretofore filed in the office of the County Clerk of Oklahoma County, Oklahoma, a Dedication and Plat of Faircloud Hills II, an addition to the City of Edmond, Oklahoma, as shown by the Plat recorded in Book 53 of Plats at Page 20; and

WHEREAS, said Financial I & A, Inc., did on the 17<sup>th</sup> day of April, 1989, file its certain Declaration of Covenants, Conditions and Restrictions for Faircloud Hills II, an addition to Edmond, Oklahoma, which said Declaration was duly recorded in Book 5900 at Page 1987 of the records of Oklahoma County, Oklahoma; and

WHEREAS, the undersigned, Loy Roberts Building Company, being the owners of said Lot Four (4) and Lot Eleven (11), Block Six (6); Tom Vorderlandwehr, Inc., being the owners of said Lot Seven (7), Block Four (4), Lot Nine (9), Block Four (4), Lot Twelve (12), Block Six (6) and Lot Eight (8), Block Four (4); Jerry Potter Homes, Inc., being the owners of said Lot Six (6), Block Four (4) and Lot Three (3), Block Seven (7) in FAIRCLOUD HILLS II, an addition to Edmond, Oklahoma, at the time said Plat and Declaration of Covenants, Conditions and Restrictions were filed;

NOW, THEREFORE, the undersigned, Loy Roberts Building Company, being the owners of said Lot Four (4) and Lot Eleven (11), Block Six (6); Tom Vorderlandwehr, Inc., being the owners of said Lot Seven (7), Block Four (4), Lot Nine (9), Block Four (4), Lot Twelve (12), Block Six (6) and Lot Eight (8), Block Four (4); Jerry Potter Homes, Inc., being the owners of said Lot Six (6), Block Four (4) and Lot Three (3), Block Seven (7) in FAIRCLOUD HILLS II, an addition to Edmond, Oklahoma, does hereby adopt in all respects the Dedication and Plat of said Faircloud Hills II as recorded in Book 53 of Plats at Page 20 of the records of Oklahoma County, Oklahoma.

The undersigned also adopts the Declaration of Covenants, Conditions and Restrictions for FAIRCLOUD HILLS II executed by Financial I & A, Inc., and duly filed for record in the office of the County Clerk of Oklahoma County, Oklahoma on April 17, 1989, and duly recorded in Book 5900 at Page 1987.

The undersigned does hereby agree that the Dedication and Plat and the Declaration of Covenants, Conditions and Restrictions for FAIRCLOUD HILLS II, an addition to Edmond, Oklahoma, shall be binding on it the same as if it had joined in the original instruments filed of record as hereinabove stated.

Signed by Various Owners. Notarized by (unreadable).

**DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR FAIRCLOUD HILLS III, BEING A PART OF THE E/2 SECTION 19, TOWNSHIP 14N, RANGE 2W OF THE I.M., AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA, AS RECORDED IN BOOK 54 OF PLATS, AT PAGE 43, OF THE PUBLIC RECORDS**

This Declaration made this 12<sup>th</sup> day of September, 1991 by FINANCIAL I & A, INC., an Oklahoma Corporation.

WITNESSETH:

WHEREAS, for purposes of this instrument, Financial I & A, Inc., shall be hereinafter referred to as "Declarant"; and

WHEREAS, Declarant is the owner of all real property dedicated and made a part of Faircloud Hills III, a platted area, recorded in Book 54 of Plats, Page 43, of the public records of Oklahoma County, Oklahoma, and

WHEREAS, certain declarations of covenants, conditions and restrictions covering and affecting, FAIRCLOUD, same being an area platted and dedicated and filed for record in Book 49 of Plats, Page 6 filed for record in Book 4924, Page 1591 with an amendment filed of record in Book 5038, Page 1946, and FAIRCLOUD II filed for record in Book 50 of Plats, Page 9, filed for record in Book 5066, Page 1572 and Book 5081, Page 1015, and FAIRCLOUD HILLS filed for record in Book 51 of Plats, Page 9, filed for record in Book 5196, Page 230 and Book 5202, Page 1313 with an amendment filed of record in Book 5304, Page 0259 and Page 1761, and FAIRCLOUD III filed for record in Book 52 of Plats, Page 96, filed for record in Book 5205, Page 1235 and an amendment filed of record in Book 5380, Page 1083 and FAIRCLOUD HILLS II filed for record in Book 53 of Plats, Page 20, filed for record in Book 5900, Page 1987 and Book 5900, Page 1989, and FAIRCLOUD IV filed for record in Book 53 of Plats, Page 16, filed for record in Book 5913, Page 1361 and Book 5913, Page 1363 and FAIRCLOUD V filed for record in Book 54 of Plats, Page 93, filed for record in Book 5987, Page 1956 and FAIRCLOUD VI filed for record in Book 54 of Plats, Page 62, filed for record in Book 6154, Page 357 and

NOW, THEREFORE, the undersigned Declarant is the owner of all lots and blocks located in and a part of FAIRCLOUD HILLS III, as recorded in Book 54 of Plats, Page 43, does hereby adopt the terms, contained in the Declaration of Covenants, Conditions and Restrictions for Faircloud, as recorded in Book 4924, Page 1591 as amended and as recorded in Book 5038, Page 1946, Book 5066, Page 1572, Book 5081, Page 1015, Book 5196, Page 230, Book 5202, Page 1313, Book 5205, Page 1235, Book 5304, Page 1761 as amended and as recorded in Book 5380, Page 1083, Book 5900, Page 1987, Book 5900, Page 1989, Book 5913, Page 1361, Book 5913, Page 1363, Book 5987, Page 1956, and Book 6154, Page 357 of the public records of Oklahoma County, Oklahoma, and the same shall apply to and be effective for all lots and blocks dedicated as a part of the platted area known as FAIRCLOUD HILLS III, as recorded in Book 54 of Plats, Page 43, of the public records, Oklahoma County, State of Oklahoma, as though the same were included in detail herein. Further, the owners of the lots and blocks referred to in the platted area last above set out shall become a part of Faircloud Association, Inc.

IN WITNESS WHEREOF, we have placed our hands and seal the day and year first above written.

Signed by Jerry L. McNabb, President of Financial I & A, Inc. Notarized by (unreadable).

**ADOPTION AND RATIFICATION OF PLAT AND RESTRICTIONS  
OF FAIRCLOUD HILLS III, AN ADDITION TO EDMOND, OKLAHOMA**

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Financial I & A, Inc., has heretofore filed in the office of the County Clerk of Oklahoma County, Oklahoma, a Dedication and Plat of Faircloud Hills III, an addition to the City of Edmond, Oklahoma, as shown by the Plat recorded in Book 54 of Plats at Page 43; and

WHEREAS, said Financial I & A, Inc., did on the 18<sup>th</sup> day of September, 1991 file its certain Declaration of Covenants, Conditions and Restrictions for Faircloud Hills III, an addition to Edmond, Oklahoma, which said Declaration was duly recorded in Book 6210 at Page 428 of the records of Oklahoma County, Oklahoma; and

WHEREAS, the undersigned, French Construction, Inc., an Oklahoma Corporation, being the owner of said Lot Fourteen (14) Block Four (4); Charlie Duncan Builders, Inc., an Oklahoma Corporation, being the owner of said Lot Fifteen (15), Block Four (4); and Tom Daniluk, Inc., an Oklahoma Corporation, being the owner of Lot Eighteen (18), Block Three (3) in FAIRCLOUD HILLS III, an addition to Edmond, Oklahoma, at the time said Plat and Declaration of Covenants, Conditions and Restrictions were filed;

NOW, THEREFORE, the undersigned, French Construction, Inc., an Oklahoma Corporation, being the owner of said Lot Fourteen (14) Block Four (4); Charlie Duncan Builders, Inc., an Oklahoma Corporation, being the owner of said Lot Fifteen (15), Block Four (4); and Tom Daniluk, Inc., an Oklahoma Corporation, being the owner of Lot Eighteen (18), Block Three (3) in FAIRCLOUD HILLS III, an addition to Edmond, Oklahoma, does hereby adopt in all respects the Dedication and Plat of said Faircloud Hills III as recorded in Book 54 of Plats at Page 43 of the records of Oklahoma County, Oklahoma.

The undersigned also adopts the Declaration of Covenants, Conditions and Restrictions for FAIRCLOUD HILLS III executed by Financial I & A, Inc., and duly filed for record in the office of the County Clerk of Oklahoma County, Oklahoma on September 18<sup>th</sup>, 1991, and duly recorded in Book 6210 at Page 428.

The undersigned does hereby agree that the Dedication and Plat and the Declaration of Covenants, Conditions and Restrictions for FAIRCLOUD HILLS III, an addition to Edmond, Oklahoma, shall be binding on it the same as if it had joined in the original instruments filed of record as hereinabove stated.

Signed by Various Owners. Notarized by (unreadable).

**DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR FAIRCLOUD HILLS IV, BEING A PART OF THE E/2 SECTION 19, TOWNSHIP 14N, RANGE 2W OF THE I.M., AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA, AS RECORDED IN BOOK 55 OF PLATS, AT PAGE 54, OF THE PUBLIC RECORDS**

This Declaration made this 15<sup>th</sup> day of July, 1993 by FAIR HILL JOINT VENTURE, an Oklahoma Corporation.

WITNESSETH:

WHEREAS, for purposes of this instrument, Fair Hill Joint Venture, shall be hereinafter referred to as "Declarant"; and

WHEREAS, Declarant is the owner of all real property dedicated and made a part of Faircloud Hills IV, a platted area, recorded in Book 55 of Plats, Page 54, of the public records of Oklahoma County, Oklahoma, and

WHEREAS, certain declarations of covenants, conditions and restrictions covering and affecting, FAIRCLOUD, same being an area platted and dedicated and filed for record in Book 49 of Plats, Page 6 filed for record in Book 4924, Page 1591 with an amendment filed of record in Book 5038, Page 1946, and FAIRCLOUD II filed for record in Book 50 of Plats, Page 9, filed for record in Book 5066, Page 1572 and Book 5081, Page 1015, and FAIRCLOUD HILLS filed for record in Book 51 of Plats, Page 9, filed for record in Book 5196, Page 230 and Book 5202, Page 1313 with an amendment filed of record in Book 5304, Page 0259 and Page 1761, and FAIRCLOUD III filed for record in Book 52 of Plats, Page 96, filed for record in Book 5205, Page 1235 and an amendment filed of record in Book 5380, Page 1083 and FAIRCLOUD HILLS II filed for record in Book 53 of Plats, Page 20, filed for record in Book 5900, Page 1987 and Book 5900, Page 1989, and FAIRCLOUD IV filed for record in Book 53 of Plats, Page 16, filed for record in Book 5913, Page 1361 and Book 5913, Page 1363 and FAIRCLOUD V filed for record in Book 54 of Plats, Page 93, filed for record in Book 5987, Page 1956 and FAIRCLOUD VI filed for record in Book 54 of Plats, Page 62, filed for record in Book 6154, Page 357 and FAIRCLOUD HILLS III filed for record in Book 54 of Plats, Page 43, filed for record in Book 6210, Page 428, with a ratification filed for record at Book 6210, page 430 and FAIRCLOUD VII filed for record in Book 54 of Plats, Page 39, filed for record in Book 6213, Page 1179 and FAIRCLOUD VIII filed for record in Book 54 of Plats, Page 23, filed for record in Book 6249, Page 531 and

NOW, THEREFORE, the undersigned Declarant is the owner of all lots and blocks located in and a part of FAIRCLOUD HILLS III, as recorded in Book 55 of Plats, Page 54, does hereby adopt the terms, contained in the Declaration of Covenants, Conditions and Restrictions for Faircloud, as recorded in Book 4924, Page 1591 as amended and as recorded in Book 5038, Page 1946, Book 5066, Page 1572, Book 5081, Page 1015, Book 5196, Page 230, Book 5202, Page 1313, Book 5205, Page 1235, Book 5304, Page 1761 as amended and as recorded in Book 5380, Page 1083, Book 5900, Page 1987, Book 5900, Page 1989, Book 5913, Page 1361, Book 5913, Page 1363, Book 5987, Page 1956, and Book 6154, Page 357, Book 6210, Page 428, and as ratified in Book 6210, Page 430, Book 6213, Page 1179 and Book 6249, Page 531 of the public records of Oklahoma County, Oklahoma, and the same shall apply to and be effective for all lots and blocks dedicated as a part of the platted area known as FAIRCLOUD HILLS IV, as recorded in Book 55 of Plats, Page 54, of the public records, Oklahoma County, State of Oklahoma, as though the same were included in detail herein. Further, the owners of the lots and blocks referred to in the platted area last above set out shall become a part of Faircloud Association, Inc.

IN WITNESS WHEREOF, we have placed our hands and seal the day and year first above written.

Signed by James G. Grissom, President of Grissom Investment Company, General Partner of Fair Hill Joint Venture. Notarized by (unreadable).



**DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR FAIRCLOUD HILLS V, BEING A PART OF THE E/2 SECTION 19, TOWNSHIP 14N, RANGE 2W OF THE I.M., AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA, AS RECORDED IN BOOK 56 OF PLATS, AT PAGE 77, OF THE PUBLIC RECORDS**

This Declaration made this 28<sup>th</sup> day of July, 1994 by FAIR HILL JOINT VENTURE, an Oklahoma Corporation.

WITNESSETH:

WHEREAS, for purposes of this instrument, Fair Hill Joint Venture, shall be hereinafter referred to as "Declarant"; and

WHEREAS, Declarant is the owner of all real property dedicated and made a part of Faircloud Hills V, a platted area, recorded in Book 56 of Plats, Page 77, of the public records of Oklahoma County, Oklahoma, and

WHEREAS, certain declarations of covenants, conditions and restrictions covering and affecting, FAIRCLOUD, same being an area platted and dedicated and filed for record in Book 49 of Plats, Page 6 filed for record in Book 4924, Page 1591 with an amendment filed of record in Book 5038, Page 1946, and FAIRCLOUD II filed for record in Book 50 of Plats, Page 9, filed for record in Book 5066, Page 1572 and Book 5081, Page 1015, and FAIRCLOUD HILLS filed for record in Book 51 of Plats, Page 9, filed for record in Book 5196, Page 230 and Book 5202, Page 1313 with an amendment filed of record in Book 5304, Page 0259 and Page 1761, and FAIRCLOUD III filed for record in Book 52 of Plats, Page 96, filed for record in Book 5205, Page 1235 and an amendment filed of record in Book 5380, Page 1083 and FAIRCLOUD HILLS II filed for record in Book 53 of Plats, Page 20, filed for record in Book 5900, Page 1987 and Book 5900, Page 1989, and FAIRCLOUD IV filed for record in Book 53 of Plats, Page 16, filed for record in Book 5913, Page 1361 and Book 5913, Page 1363 and FAIRCLOUD V filed for record in Book 54 of Plats, Page 93, filed for record in Book 5987, Page 1956 and FAIRCLOUD VI filed for record in Book 54 of Plats, Page 62, filed for record in Book 6154, Page 357 and FAIRCLOUD HILLS III filed for record in Book 54 of Plats, Page 43, filed for record in Book 6210, Page 428, with a ratification filed for record at Book 6210, page 430 and FAIRCLOUD VII filed for record in Book 54 of Plats, Page 39, filed for record in Book 6213, Page 1179 and FAIRCLOUD VIII filed for record in Book 54 of Plats, Page 23, filed for record in Book 6249, Page 531 and FAIRCLOUD HILLS IV filed for record in Book 55 of Plats, Page 54, filed for record in Book 6462, Page 285 and

NOW, THEREFORE, the undersigned Declarant is the owner of all lots and blocks located in and a part of FAIRCLOUD HILLS V, as recorded in Book 56 of Plats, Page 77, does hereby adopt the terms, contained in the Declaration of Covenants, Conditions and Restrictions for Faircloud, as recorded in Book 4924, Page 1591 as amended and as recorded in Book 5038, Page 1946, Book 5066, Page 1572, Book 5081, Page 1015, Book 5196, Page 230, Book 5202, Page 1313, Book 5205, Page 1235, Book 5304, Page 1761 as amended and as recorded in Book 5380, Page 1083, Book 5900, Page 1987, Book 5900, Page 1989, Book 5913, Page 1361, Book 5913, Page 1363, Book 5987, Page 1956, and Book 6154, Page 357, Book 6210, Page 428, and as ratified in Book 6210, Page 430, Book 6213, Page 1179 and Book 6249, Page 531, and Book 6462, Page 285 of the public records of Oklahoma County, Oklahoma, and the same shall apply to and be effective for all lots and blocks dedicated as a part of the platted area known as FAIRCLOUD HILLS V, as recorded in Book 56 of Plats, Page 77, of the public records, Oklahoma County, State of Oklahoma, as though the same were included in detail herein.

Further, the owners of the lots and blocks referred to in the platted area last above set out shall become a part of Faircloud Association, Inc.

IN WITNESS WHEREOF, we have placed our hands and seal the day and year first above written.

Signed by James G. Grissom, President of Grissom Investment Company, General Partner of Fair Hill Joint Venture. Notarized by Marilyn Ludwig.

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FAIRCLOUD HILLS V, BEING A PART OF THE EAST HALF, SECTION 19, TOWNSHIP 14N, RANGE 2W OF THE I.M., AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA AS RECORDED IN BOOK 56 OF PLATS AT PAGE 77, OF THE PUBLIC RECORDS OF OKLAHOMA COUNTY, STATE OF OKLAHOMA**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for FAIRCLOUD HILLS V, being the part of the East Half, Section 19, Township 14N, Range 2W of the I.M., an addition to the City of Edmond, Oklahoma County, State of Oklahoma, is entered into and made effective as of this 26<sup>th</sup> day of April, 1995.

WHEREAS, the initial Plat and dedication of FAIRCLOUD HILLS V, an addition to the City of Edmond, Oklahoma County, Oklahoma was recorded at Book 56, Page 77 of the public records of Oklahoma County, State of Oklahoma.

AND WHEREAS, Declarations of Covenants, Restrictions and Conditions covering, touching, concerning and affective FAIRCLOUD HILLS V were filed in the office of the County Clerk of Oklahoma County, State of Oklahoma on the 29<sup>th</sup> day of July, 1994 at Book 6635, Pages 1202-1203 (the "Declarations").

AND WHEREAS, the undersigned are the owners of 9/10ths or more of the lots of property in FAIRCLOUD HILLS V at the time of execution of this Amendment, and said owners desire to file this Amendment to the Declarations.

NOW, THEREFORE, the undersigned owners do hereby amend the Declarations in the following manner:

The fifth paragraph of the Declarations which current states:

NOW, THEREFORE, the undersigned Declarant is the owner of all lots and blocks located in and a part of FAIRCLOUD HILLS V, as recorded in Book 56 of Plats, Page 77, does hereby adopt the terms, contained in the Declaration of Covenants, Conditions and Restrictions for Faircloud, as recorded in Book 4924, Page 1591 as amended and as recorded in Book 5038, Page 1946, Book 5066, Page 1572, Book 5081, Page 1015, Book 5196, Page 230, Book 5202, Page 1313, Book 5205, Page 1235, Book 5304, Page 1761 as amended and as recorded in Book 5380, Page 1083, Book 5900, Page 1987, Book 5900, Page 1989, Book 5913, Page 1361, Book 5913, Page 1363, Book 5987, Page 1956, and Book 6154, Page 357, Book 6210, Page 428, and as ratified in Book 6210, Page 430, Book 6213, Page 1179 and Book 6249, Page 531, and Book 6462, Page 285 of the public records of Oklahoma County, Oklahoma, and the same shall apply to and be effective for all lots and blocks dedicated as a part of the latted area known as FAIRCLOUD HILLS V, as recorded in Book 56 of Plats, Page 77 of the public records, Oklahoma County, State of Oklahoma, as though the same were and included in detail herein.

Shall be and hereby is amended to read as follows:

NOW, THEREFORE, undersigned Declarant is the owner of all lots and blocks located in and a part of FAIRCLOUD HILLS V, as recorded in Book 56 of Plats, Page 77, does hereby adopt the terms, contained in the Declaration of Covenants, Conditions and Restrictions for Faircloud, as recorded in Book 4924, Page 1591 as amended and as recorded in Book 5038, Page 1946, Book 5066, Page 1572, Book 5081, Page 1015, Book 5196, Page 230, Book 5202, Page 1313, Book 5205, Page 1235, Book 5304, Page 1761 as amended and as recorded in Book 5380, Page 1083, Book 5900, Page 1987, Book 5900, Page 1989, Book 5913, Page 1361, Book 5913, Page 1363, Book 5987, Page 1956, and Book 6154, Page 357, Book 6210, Page 428, and as ratified in Book 6210, Page 430, Book 6213, Page 1179 and Book 6249, Page 531, and Book 6462, Page 285 of the public records of Oklahoma County, Oklahoma, and the same shall apply to and be effective for all lots and blocks dedicated as a part of the Platted area known as FAIRCLOUD HILLS V, as recorded in Book 56 of Plats, Page 77 of the public records, Oklahoma County, State of Oklahoma, as though the same were and included in detail herein. Provided, however, that Declarant does not incorporate into, and hereby explicitly rejects the incorporation into these Declarations of FAIRCLOUD HILLS V, the following language found at Article XVIII of the Declaration of Covenants, Conditions and Restrictions for FAIRCLOUD, filed of record at Book 4924, Page 1591 of the records of Oklahoma County, State of Oklahoma (the "F.C.Declarations"), to-wit:

This section and the provisions contained hereinabove pertaining to written consent of the Declarant, and other rights and privileges of the Declarant, shall govern all of the Lots herein platted and upon conversion of the Class B Membership to Class A membership, all such consents, waivers or approvals required by Articles IX, X, XII, XIII, XV and XVIII shall be exercised by the Board of Directors.

By effecting the deletion and non-incorporation of the above-quoted language from Article XVIII of the F.C.Declarations, Declarant retains the exclusive right with respect to FAIRCLOUD HILLS V, to make or deny all such consents, waivers or approvals required by or available under Articles IX, X, XII, XIII, XV and XVIII of the F.C.Declarations, including but not limited to the right to make and determine exceptions to the roofing materials to be utilized within FAIRCLOUD HILLS V.

II

The undersigned owners hereby file and adopt the terms, conditions, deletions and provisions as set out and contained as amendments to the Declarations.

III

Except for the terms, conditions, deletions and provisions above set out and contained in this Amendment, all other terms, conditions and restrictions of the Declarations shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hand and where appropriate their seal, this 26<sup>th</sup> day of April, 1995.

Signed by James G. Grissom, President of Grissom Investment Company, General Partner of Fair Hill Joint Venture. Notarized by Mary Gardner. And signed by various owners.