

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 27 day of April, 1984, by  
JESSE G. STRATTON, JR., S. VONDINE STRATTON, his wife, DAVID  
S. STRATTON and EMILY A. STRATTON, his wife, hereinafter  
referred to as "Declarants", is as follows:

W I T N E S S E T H:

WHEREAS, Declarants are the owners of the following  
described real estate located in Custer County, Oklahoma,

to-wit:

A tract or parcel of land lying in the  
Northwest Quarter (NW/4) of Section 15,  
Township 12 North, Range 17, W.I.M.,  
Custer County, Oklahoma, described by  
metes and bounds as follows: Beginning  
at the Southeast corner of said Northwest  
Quarter; Thence South 89° 47' 15" West  
288.96 feet; Thence North 0° 12' 45" West  
230.00 feet; Thence North 89° 47' 15"  
East 9.98 feet; Thence North 0° 12' 45"  
West 188.00 feet; Thence North 89° 47'  
15" East 280.53 feet; Thence South 0° 00'  
West 418.00 feet to the point of  
beginning, containing 2.737 acres, more  
or less,

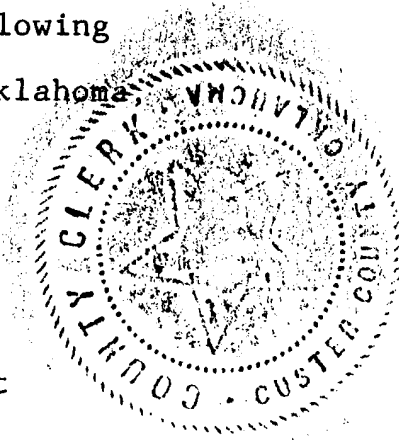
hereinafter referred to as "The Hills", and,

WHEREAS, Declarants have caused the above described real  
estate and additional real estate to be platted under the  
name of "THE HILLS, SECTION I", and have constructed 16  
single family residential townhouses on the above described  
real estate; and

WHEREAS, Declarants have constructed on the Common Areas  
private driveways, parking areas, drainage facilities and  
landscaped areas for the use and enjoyment of the owners of  
the lots and townhouses in The Hills; and

WHEREAS, Declarants will convey said properties subject  
to certain covenants, conditions, restrictions, reser-  
vations, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarants hereby declare that all of  
the properties described above shall be held, sold and con-  
veyed subject to the following easements, restrictions,  
covenants and conditions, all of which are for the purpose  
of enhancing and protecting the value, desirability and



JUN 11 1984 at 10:10 AM  
State of Oklahoma, Custer County, ss, Filed  
Recorded in Book 608, Page 172-90 Calvin Klein, County Clerk  
Grantor Guarantee Numerical By Connie Harris, Deputy

2300



attractiveness of said real property. These easements, covenants, restrictions and conditions shall run with the real property, and shall be binding on all parties having or acquiring any right, title or interest in the above described properties, or any part thereof, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to THE HILLS HOMEOWNERS ASSOCIATION, INC., a corporation, to be incorporated under the laws of the State of Oklahoma, its successors and assigns.

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

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

Section 4. "Common Area" as used herein shall mean that portion of the properties owned by the Association for the common use and benefit of the owners, together with all improvements which may at any time hereinafter be situated thereon, and shall include those areas of land shown on the plat of "The Hills, Section I" as Lot 1, Block 1.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarants" shall mean and refer to JESSE G. STRATTON, S. VONDINE STRATTON, his wife, DAVID S. STRATTON and EMILY A. STRATTON, his wife, their successors and assigns.

Section 7. "Member" shall mean and refer to any person or entity who holds membership in the Association.

Section 8. "By-Laws" shall mean the By-Laws of THE HILLS HOMEOWNERS ASSOCIATION, INC.

Section 9. "Board of Directors" shall mean the Board of Directors of THE HILLS HOMEOWNERS ASSOCIATION, INC.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have the right to use and enjoy the Common Area and all improvements constructed thereon. Said right shall be appurtenant to and shall pass with the title to every Lot within the Properties, subject, however, to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by any owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by 2/3 of each class of members agreeing to such dedication or transfer has been recorded;
- (d) The right of the Association to limit the number of guests and members;
- (e) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property. In the event such property should be so mortgaged, the rights of the members of the Association hereunder to use and enjoy such Common Area shall be subject to and subordinate to the rights of the mortgagee therein;
- (f) The right of the Association, through its Board of Directors, to determine the time and manner of use of the recreation facilities by the members and to join with one or more of the mutual non-profit neighborhood associations created in any of the Rolling Hills Additions to the City of Clinton, Oklahoma, in instituting projects which shall be for the mutual benefit of all owners of property in

Section 2. Delegation of Use of Common Areas. Any owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities and improvements situated thereon to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. Declarants hereby covenant for themselves, their heirs, successors and assigns, that they will convey fee simple title to the Common Area to the Association, free and clear of all mortgage liens, prior to the conveyance of the last Lot.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of Declarants and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be Declarants and shall be entitled to three (3) votes for each Lot owned. The votes for any Lot owned by Declarants shall be exercised as they among themselves determine. The Class B membership shall cease and be converted to Class A membership whenever the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. Declarants, for each Lot owned within the

Properties, hereby covenant, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, with such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time such assessment fell due. The personal obligation of delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance by the Association of the Common Area and of the townhouses situated upon the Properties.

Section 3. Annual Assessments. The Board of Directors shall have the right to annually assess the Owners of Lots for costs of maintenance of the Common Areas and any portions of the property which are subject to maintenance by the Association.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and

personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice of Quorum for any Action Authorized under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meetings shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of such Lot by Declarants. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association shall collect each month from the Owner of each Lot one-twelfth (1/12) of the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate

signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-payment of Assessment-Remedies of the Association. Any assessment installment which is not paid when due shall be delinquent. If the assessment installment is not paid within 30 days after the due date, the assessment installment shall bear interest from the date of delinquency at a rate of interest to be established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the delinquent installments. In addition to such action or as an alternative thereto, the Association may file with the County Clerk of Custer County, Oklahoma, a Statement of Lien with respect to the property, setting forth the name of the Owner, the legal description of the property, the name of the Association, and the amount of delinquent assessments then owing, which Statement shall be duly signed and acknowledged by the President or a Vice-President of the Association and attested by the Secretary or Assistant Secretary, and which shall be served upon the Owner of the Property by mail to the address of the Property or at such other address as the Association may have in its records for the Owner of the Property. Thirty (30) days following the mailing of such notice, the Association may proceed to foreclose the Statement of Lien in the same manner as provided for the foreclosure of mechanic's/materialman's liens under the statutes of the State of Oklahoma. In either a personal or foreclosure action, the Association shall be entitled to recover as a part of the action, the interest, costs and reasonable attorney's fees with respect to the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereinafter placed upon any Lot subject to assessment, provided, however, that such subordination shall apply only to the assessments or installments thereof which have become due and payable prior to the sale of such Lot pursuant to a foreclosure of such mortgage or transfer or conveyance in lieu of such foreclosure. Such sale, pursuant to such foreclosure, or such transfer or conveyance in lieu of such foreclosure, shall not relieve such Lot from liability for any assessments or installments thereof thereafter becoming due, nor from the lien of any such subsequent assessments or installments.

Section 10. Exempt Property. The following property subject to this declaration shall be exempt from the assessments created herein;

- (a) All properties or interests therein dedicated to and accepted by local public authority or conveyed to a public utility; and
- (b) The Common Area.

Section 11. Insurance Assessments. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all of the buildings, including all townhouses, against loss or damage from fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance shall also include coverage against vandalism. Premiums for all such insurance, except for the individual townhouses, shall be common expenses. All of such insurance coverage, including insurance on individual townhouses obtained by the Board of Directors shall be writ-

ten in the name of the Association as Trustee for each of the townhouse owners in equal proportions. Premiums for insurance obtained by the Board of Directors on individual townhouses shall not be part of the common expense but shall be in expense of the specific townhouse or specific townhouses so covered and a debt owed by the owners and shall be collectible as heretofore provided for annual and special assessments. In addition to the aforesaid insurance required to be carried by the Association, any Owner, may, if he wishes, at his own expense, insure his own townhouse for his own benefit and carry any and all other insurance he deems advisable. It shall be the individual responsibility of each owner at his own expense to provide, as he sees fit, homeowner's liability insurance, theft or other insurance covering personal property damage or loss. In the event of any damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the individual proceeds, contract to rebuild or repair such damage or destroyed portions of the property to as good a condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by the signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding

to the same condition as formerly, the Board of Directors shall levy a special assessment against all owners of the damaged townhouses in such proportions as the Board of Directors deem fair and equitable in light of the damage sustained by such townhouses to make up any deficiency except that the special assessment shall be levied against all townhouse owners, as established by Article IV, Section 1 above, to make up any deficiency for repair or rebuilding of the Common Area not a physical part of a townhouse unit. In the event such insurance proceeds exceed the costs of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportions as the Board of Directors deem fair and equitable in light of the damage sustained by such townhouses. Such payments shall be made to all such owners and their mortgagees in proportion to their percentage interests.

#### ARTICLE V

##### ARCHITECTURAL CONTROLS

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it, approval will not be required and this Article will deem to have been complied with.

#### ARTICLE VI

##### LEASING

The owner of any Lot shall have the right to lease such

Lot, except the owner shall remain liable for payment of all assessments against said Lot.

## ARTICLE VII

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the townhouses upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in equal proportions to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the other Owner(s) under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Covenants to Run with the Land. The rights of the Owners of the above Lots to use the wall constructed on the dividing line between the Lots shall be perpetual and at all times shall be construed as a covenant running with the land and shall inure to the benefit of and be binding upon the heirs and assigns of the Owners of the Lots upon which party walls are constructed.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, each party shall choose one arbitrator, and such arbitrators shall choose one additional

arbitrator and the decision shall be made by majority of all the arbitrators. Such decision shall be binding upon the parties to the dispute. Upon the failure of a party to appoint an arbitrator after five (5) days written notice, the Board of Directors shall appoint an arbitrator for such party.

#### ARTICLE VIII

##### EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces including the exterior surfaces of garage doors, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces, screens and screen doors, patio fences, exterior door and window fixtures, and other hardware, provided, however, that if an Owner fails to provide such maintenance, the Association shall provide the same and the costs thereof shall be added to and become a part of the assessment to which said Lot is subject.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Lot is subject.

#### ARTICLE IX

##### USE RESTRICTIONS

Section 1. Except for the Common Area, all property in The Hills shall be used for single family residential purposes only. No business or building of any kind whatsoever shall be erected or maintained thereon, except private dwellings, and such dwellings are hereby designated for occupancy only by a single family. All buildings or structures erected upon said property shall be of new construc-

tion and no buildings or structures shall be moved from other locations onto said property. No structures of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of said property at any time as a residence either temporarily or permanently.

Section 2. Notwithstanding any of the provisions herein contained to the contrary, it shall be expressly permissible for Declarants or the builder of said townhouses to maintain during the period of construction and sale of said townhouses upon such portion of the premises as Declarants deem necessary, such facilities as in the sole opinion of Declarants may be reasonably required, convenient or incidental to the construction or sale of said townhouses, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 3. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

Section 4. No signs will be permitted upon the Properties except that Declarants shall be permitted to maintain signs advertising Lots owned by them for sale and a permanent sign identifying The Hills and an informational sign for the benefit of visitors shall be maintained at the entrance of The Hills.

Section 5. Except in the patio or atrium area of each townhouse, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representative. Except for the right of ingress and egress, the Owners of Lots are hereby prohibited

and restricted from using any of the Common Area, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of Lots and is necessary for the protection of said Owners.

Section 6. All fixtures and equipment installed within a townhouse, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a townhouse shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another townhouse or impair any easement or hereditament, nor do any act or allow any condition to exist which will adversely affect the other townhouses or their Owners.

Section 7. Without prior written approval and the authorization of the Board of Directors, no exterior television or radio antenna of any kind shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property, nor upon any structure situated upon the property other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

Section 8. No boats, campers, trailers, house trailers, mobile homes, motor homes or vehicles which are not normally used as every day transportation including inoperable vehicles shall be stored or parked on any portion of the Common Area for a period of longer than 24 hours without the prior written consent of the Board of Directors. Such vehicles may be parked only in garages with the door of the garage closed. Owners' parking shall be restricted to their garages and garage aprons.

Section 9. No action shall be taken at any time by the Association or its Board of Directors which in any manner would discriminate against any owner or owners in favor of

the other owners.

Section 10. 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 or annoyance to the neighborhood.

#### ARTICLE X

#### EASEMENT

Section 1. Each Lot and the property included in the Common Area shall be subject to an easement for encroachments created by the construction, settling and overhangs, as designed or constructed by the Declarants. A valid easement for said encroachments and for the maintenance of the same, so long as it stands, shall and does exist.

Section 2. There is hereby created a blanket easement upon, across, over and under all of the above described property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewers, gas, telephones and electricity and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, across and under the roofs and exterior walls of said townhouses. An easement is hereby granted to the Association, its officers, agents, employees, and to any management company elected by the Association to enter in or to cross over the Common Area provided for herein.

Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated upon said property except as initially programmed and approved by the Declarants or thereafter approved by Declarants or the Association's Board of Directors. Should any utility furnishing service covered by the general easement herein pro-

vided request a specific easement by separate recordable

Section 3. Underground Electric Service. All utilities throughout The Hills will be provided by facilities located underground rather than overhead. For the purpose of facilitating such installation, it is provided as follows:

(a) Street light poles or standards shall be served by underground cable and elsewhere throughout The Hills and all supply lines shall be located underground in the easements reserved for general utility services and streets, shown in the plat of The Hills. Service pedestals and transformers, as sources of supply at secondary voltages, may be located in said easements.

(b) Underground service cables to all of the townhouses which may be located on all Lots in The Hills may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such townhouse as may be located upon each of said Lots, provided that upon the installation of such a service cable to a particular townhouse, the supplier of electric service shall thereafter be deemed to have as a definitive, permanent, effective and exclusive right-of-way easement on each Lot, covering a five foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said townhouse.

(c) The supplier of electrical service, through its proper agents and employees shall at all times have right of access to all utility easements shown on said plat or provided for in this Deed of Declaration for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.

(d) The Owner of each Lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The supplier of electric service will be responsible for ordinary maintenance of underground electric facilities, but the Owner will pay for the damage or relocation of such facilities caused or necessitated by acts of the Owner or his agents or contractors.

(e) The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the Owner of each Lot agrees to be bound hereby.

#### ARTICLE XI

##### REARRANGING, RESUBDIVIDING OR REPLATTING

No rearranging, resubdividing or replatting may be done without the prior written consent of the Declarants or by the Association after the Class B Membership shall have been

converted to a Class A Membership.

## ARTICLE XII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be properly recorded.

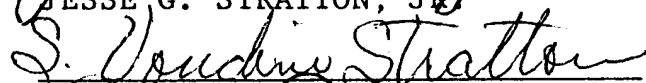
Section 4. Annexation of Additional Property. Except for additional townhouse units planned by Declarants adjacent to the original 16 units on the West, annexation of additional property shall require the consent of two-thirds (2/3) of each class of members at a meeting duly called for

this purpose, written notice of which shall be sent to all members not less than thirty (30) days and no more than sixty (60) days in advance setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of the members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No said subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the membership are not present in person or by proxy, members not present may give their written consent to the action taken at such meeting. Declarants hereby reserve the right to amend this Declaration of Covenants, Conditions and Restrictions to annex and include the aforesaid additional townhouse units without the consent of the members.

Section 5. Gender and Grammar. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Signed by Declarants this 27 day of April, 1984.

  
 JESSE G. STRATTON, JR.

  
 S. VONDINE STRATTON

  
 DAVID S. STRATTON

  
 EMILY A. STRATTON

DECLARANTS

