

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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THIS AMENDMENT dated this 20th of August 1992, by Glen Walker & Joann Walker, husand and wife, Floyd Hoffman & Evelyn Hoffman, husband and wife, Pairlee Fleming, a widow, Mary Muse, a sinlge person, Ruby McDonald, a single person, Shirley Baldwin, a widow, Bill Sullins and Kathy Sullins, husband and wife, Brian Felch & Deidre Felch, husband and wife, Leonard Hunter & Elsie Hunter, husband and wife, Twanna Sutton, a single person, Scott Damron & Janice Damron, husband and wife, Boyce Ashcraft & Gail Ashcraft, husband and wife, Calvin Campbell, a single person, George Lowry, a single person, Leroy Dickson & Donna Dickson, husband and wife, hereinafter referred to as DECLARANTS, are as follows:

WITNESSETH:

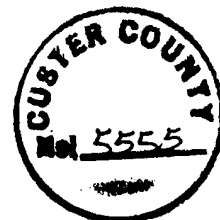
WHEREAS, Declarants are the owners of the following described real estate located in Custer, County, Oklahoma to-wit:

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 degrees 47' 15" West 288.96 feet; Thence North 0 degrees 12' 45" West 230.00 feet; Thence North 89 degrees 47' 15" East 9.98 feet; Thence North 0 degrees 12' 45" West 188.00 feet; Thence North 89 degrees 47' 15" East 280.53 feet; Thence South 0 degrees 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 are owners of the above described, real estate and additional real estate platted under the name of the "The Hills, Section I", which are single family

State of Oklahoma, Custer County, ss, Filed SEP 11 1992 at 8:35am
Recorded in Book 871, Page 113-25 Connie Harris, County Clerk
Grantor Grantee Numerical By Kathy Dotson Deputy



residential townhouses, on the above described real estate;
and

WHEREAS, It is the intent of this amendment to amend the following, to-wit:

"Section II. Insurance Assessment. 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 costs 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 areas, 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 insurance, except for individual townhouses, shall be common expenses. All of such insurance coverage, including insurance on individual townhouses obtained by the Board of Directors shall be written in the name of the Association as Trustees 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 expenses 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 specific assessments. In addition to the aforesaid insurance to be carried by the

Association, and any Owner, may, if he wishes, at his own expense, insure his townhouse for his own benefit and carry any and all other insurance he deems advisable. It shall be the individual responsibility for 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 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 build 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 the 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 agent duly authorized by the Board of Directors. The Board of Directors shall advise for sealed bids with any licensed contractors, and then may negotiate with any contractors who shall be required to provide a full performance and payment bond for repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs or 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 proportion as the Board of Directors deem fair and equitable in light of the damage sustained by such townhouse to make up 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 physical part of a townhouse unit. In the event such insurance proceeds exceed the cost 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 damage sustained by such townhouses. Such payments shall be made to all owners and their mortgagees in proportions to their percentage interests"

and said section will be amended as follows:

Section 11. Insurance. The property owners of all the units as reflected below will be responsible for obtaining their own insurance and will make a loss payable clause to "The Hills" to insure that the unit will be restored to normal condition. It is further agreed that all unit owners will be responsible for their own roof repair and payment of expenses.

Signed by Declarants this 20th day of August, 1992.

Glen Walker, Jo Ann Walker
GLEN WALKER

Jo Ann Walker
JOANN WALKER

Floyd Hoffman
FLOYD HOFFMAN

Evelyn Hoffman
EVELYN HOFFMAN

Para Lee Fleming
PARA LEE FLEMING

Mary Muse
MARY MUSE

David Stratton, guardian of the estate of Ruby McDonald

RUBY MCDONALD
DAVID STRATTON-POWER OF ATTORNEY

Shirley Baldwin
SHIRLEY BALDWIN

Bill Sullins
BILL SULLINS

Kathy Sullins
KATHY SULLINS

Brian Felch
BRIAN FELCH

Deidre Felch
DEIDRE FELCH

Leonard Hunter
LEONARD HUNTER

Elsie Hunter
ELSIE HUNTER

Twanna Sutton
TWANNA SUTTON

Scott Damron
SCOTT DAMRON

Janice Damron
JANICE DAMRON

Boys Ashcraft
BOYCE ASHCRAFT

Gail Ashcraft
GAIL ASHCRAFT

Calvin Campbell
CALVIN CAMPBELL

George Lowry
GEORGE LOWRY

Leroy Dickson
LEROY DICKSON

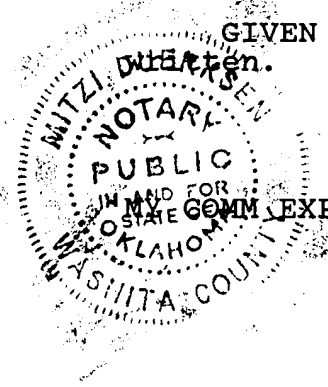
Donna Dickson
DONNA DICKSON

STATE OF OKLAHOMA)
) SS:
COUNTY OF CUSTER)

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this 20th day of August, 1992, personally appeared Glen Walker & Joann Walker, husband and wife to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal the day and year above

Mitzi Dickson
NOTARY PUBLIC



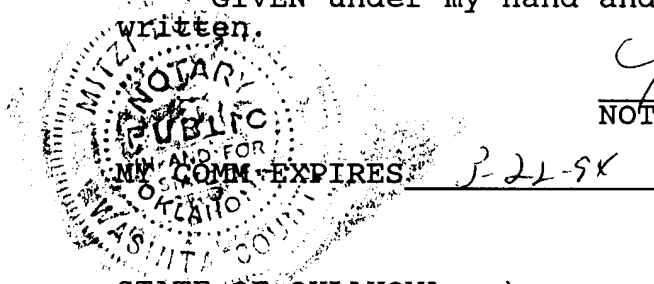
MY COMM. EXPIRES 3-22-94

STATE OF OKLAHOMA)
) SS:
COUNTY OF CUSTER)

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this 20th day of August, 1992, personally appeared Floyd Hoffman & Evelyn Hoffman, husband and wife to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal the day and year above written.

Mitzi Duer
NOTARY PUBLIC

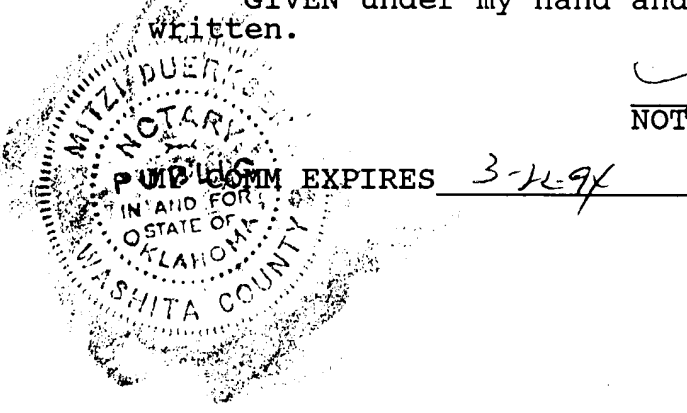


STATE OF OKLAHOMA)
) SS:
COUNTY OF CUSTER)

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this 20th day of August, 1992, personally appeared Pairlee Fleming, a widow, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal the day and year above written.


Mitzi Duer
NOTARY PUBLIC



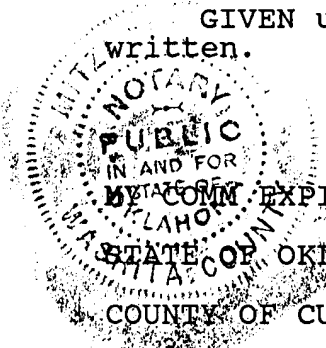
STATE OF OKLAHOMA)
) SS:
COUNTY OF CUSTER)

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this 26th day of August, 1992, personally appeared George Lowry, a single person, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal the day and year above written.



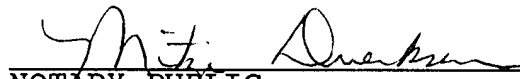
NOTARY PUBLIC



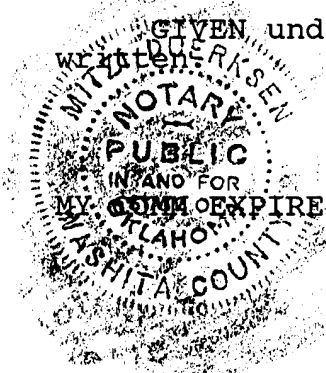
MY COMM. EXPIRES 3-22-94
STATE OF OKLAHOMA)
) SS:
COUNTY OF CUSTER)

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this 24th day of August, 1992, personally appeared Leroy Dickson & Donna Dickson, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal the day and year above written.



NOTARY PUBLIC



MY COMM. EXPIRES 3-22-94

STATE OF OKLAHOMA)
) SS:
COUNTY OF CUSTER)

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this 25th day of August, 1992, personally appeared Shirley Baldwin, a widow, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal the day and year above written.

[Signature]
NOTARY PUBLIC

MY COMM EXPIRES 3-21-94

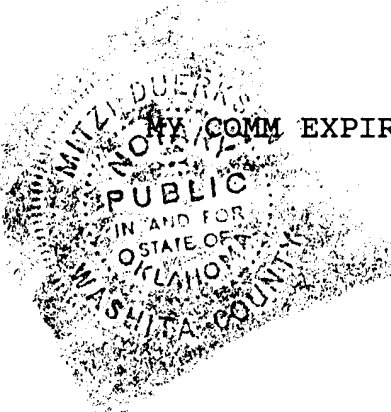
STATE OF OKLAHOMA)
) SS:
COUNTY OF CUSTER)

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this 20th day of August, 1992, personally appeared Bill Sullins & Kathy Sullins, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal the day and year above written.

[Signature]
NOTARY PUBLIC

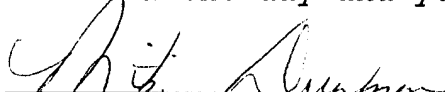
MY COMM EXPIRES 3-21-94



STATE OF OKLAHOMA)
) SS:
COUNTY OF CUSTER)

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this 24th day of August, 1992, personally appeared Brian Felch & Deidre Felch, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal the day and year above written.

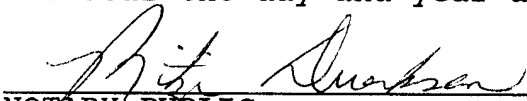

NOTARY PUBLIC

MY COMM. EXPIRES 3-22-94

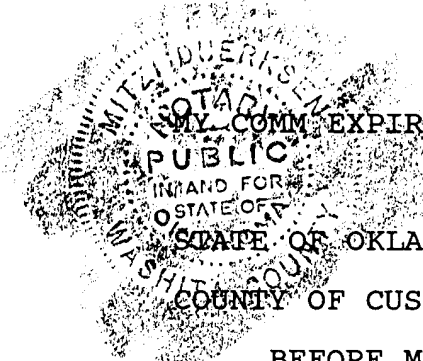
STATE OF OKLAHOMA)
) SS:
COUNTY OF CUSTER)

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this 26th day of August, 1992, personally appeared Leonard Hunter & Elsie Hunter, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal the day and year above written.


NOTARY PUBLIC

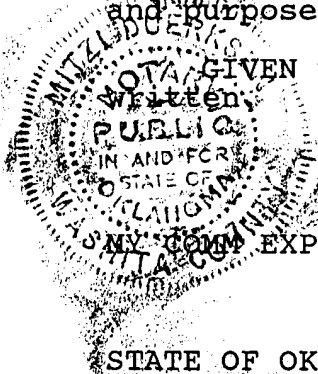
MY COMM. EXPIRES 3-22-94



STATE OF OKLAHOMA)
) SS:
 COUNTY OF CUSTER)

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this 25th day of August, 1992, personally appeared Twanna Sutton, a single person, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal the day and year above written.

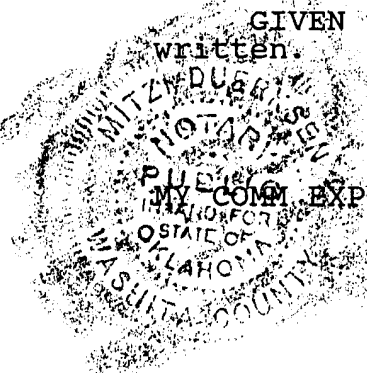


Rita Damron
 NOTARY PUBLIC

STATE OF OKLAHOMA)
) SS:
 COUNTY OF CUSTER)

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this 25th day of August, 1992, personally appeared Scott Damron & Janice Damron, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal the day and year above written.



Rita Damron
 NOTARY PUBLIC

STATE OF OKLAHOMA)
) SS:
COUNTY OF CUSTER)

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this 26th day of August, 1992, personally appeared Boyce Ashcraft & Gail Ashcraft, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal the day and year above

Rita Shuck
NOTARY PUBLIC

MY COMM EXPIRES 3-22-94

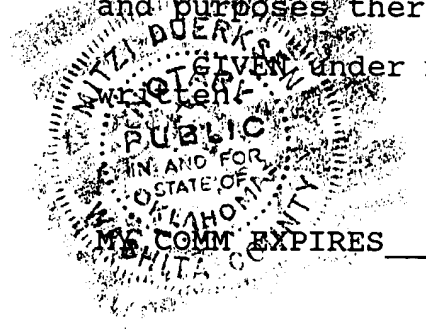
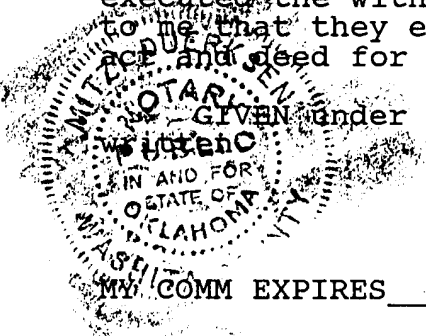
STATE OF OKLAHOMA)
) SS:
COUNTY OF CUSTER)

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this 20th day of August, 1992, personally appeared Calvin Campbell, a single person, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal the day and year above

Rita Shuck
NOTARY PUBLIC

MY COMM EXPIRES 3-22-94

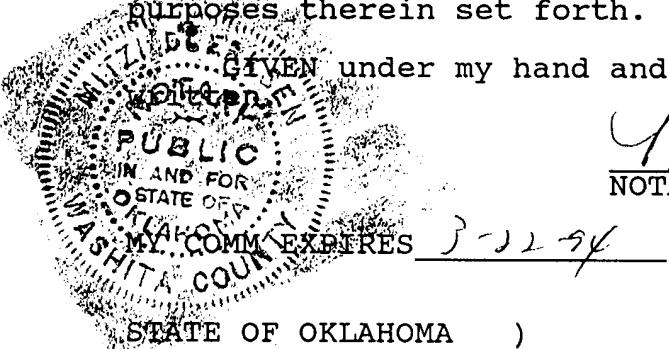


STATE OF OKLAHOMA)
)
COUNTY OF CUSTER) SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this 20th day of August, 1992, personally appeared Mary Muse, a single person, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal the day and year above

[Signature]
NOTARY PUBLIC



STATE OF OKLAHOMA)
)
COUNTY OF CUSTER) SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this 31st day of August, 1992, personally appeared David Stratton, Power of Attorney, for Ruby McDonald a single person, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal the day and year above

[Signature]
NOTARY PUBLIC

