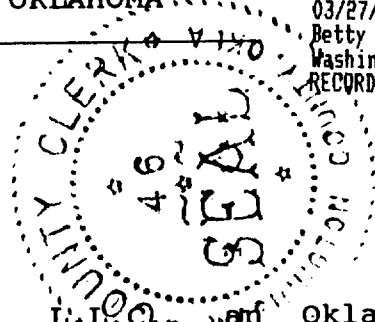


DECLARATION OF RESTRICTIONS, COVENANTS,
AND CONDITIONS
LEGACY ESTATES ADDITION TO THE
CITY OF BARTLESVILLE, OKLAHOMA

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Betty Sise
Washington County Clerk
RECORDED AND FILED

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Legacy Development, L.L.C., of Oklahoma limited liability company, and Michael H. Pearman and Charlene S. Pearman, husband and wife, hereinafter collectively referred to as the "Declarants" are the owners of the real estate situated in Washington County, State of Oklahoma, described on Exhibit "A" attached hereto and made a part hereof, which real estate is included and embraced in Legacy Estates Addition to the City of Bartlesville, Oklahoma, now platted into lots, streets and easements as reflected by that certain Deed of Dedication and Plat recorded in the Office of the County Clerk of Washington County, Oklahoma, on the 27TH day of MARCH, 1997, in Plat Envelope No. 580.

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WHEREAS, the Declarants intend to convey, and will convey, the above described property subject to those restrictions, covenants, conditions, easements, liens and charges hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the above described property shall be held, sold and conveyed subject to the following easements, covenants, conditions, restrictions, liens and charges, which are for the purpose of protecting the value and desirability of said property, and which shall run with the land and be binding upon any and all persons having any right, title or interest in or to the above described property or any part thereof, and their heirs, personal representatives, successors and assigns, and which shall inure to the benefit of each owner thereof.

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ARTICLE ONE - DEFINITIONS

1. ASSOCIATION. "Association" shall mean and refer to The Legacy Estates Homeowners' Association, Inc., an Oklahoma not for profit corporation, and its successors and assigns.
2. COMMON AREAS. "Common Areas" shall mean and refer to all property, if any, owned by the Association and all easements reserved for the benefit of or granted to the Association for the common use and benefit of its members, including, but not limited to, streets which have been completed but have not

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been accepted by the appropriate governmental entity for maintenance.

3. DECLARANTS. "Declarants" shall mean and refer to Legacy Development, L.L.C., an Oklahoma limited liability company, and Michael H. Pearman and Charlene S. Pearman, and their heirs, personal representatives, successors and assigns.

4. LOT. "Lot" shall mean and refer to any of the plots of land shown on the Plat of Legacy Estates Addition to the City of Bartlesville, Oklahoma, on which there is or will be built a residential dwelling.

5. MEMBER. "Member" shall mean and refer to every person or entity who holds membership in the Association.

6. OWNER. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot on which there is or will be built a detached single-family residence, including contract purchasers. Unless the context otherwise requires, the Declarant, Legacy Development, L.L.C., shall not be included within the term "Owner".

7. SUBDIVISION. "Subdivision" shall mean and refer to Legacy Estates Addition to the City of Bartlesville, Oklahoma, according to the Plat thereof recorded in Plat Envelope _____ in the Office of the County Clerk of Washington County, Oklahoma (the "Plat").

ARTICLE TWO - PURPOSE

The Subdivision is hereby encumbered by the covenants, conditions, and restrictions hereinafter set forth to insure the best and highest use and the most appropriate development and improvement of each Lot within the Subdivision for residential purposes; to protect the Owners of Lots against the improper use of surrounding Lots; to preserve, so far as practicable, the natural beauty of the Subdivision; to guard against the erection of poorly designed or poorly proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive, appropriately located improvements on each Lot; to prevent haphazard and inharmonious improvement of the Lots; to secure and maintain the proper use of easements within the Subdivision; to preserve the lines of sight and view from the Lots and the Properties; and, in general, to provide for development of the

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highest quality to enhance the value of the investment made by Owners in purchasing Lots in the Subdivision.

ARTICLE THREE - LEGACY ESTATES HOMEOWNERS'
ASSOCIATION, INC.

1. CREATION. The Association shall be incorporated as an Oklahoma not for profit corporation and shall be established as a homeowners' association pursuant to Section 851 et seq. of Title 60 of the Oklahoma Statutes (the "Act"). The Association shall be formed for the purposes, charged with the duties and vested with the powers and privileges prescribed by the Act or as set forth in the Certificate of Incorporation and By-Laws thereof. Neither the Certificate nor the By-Laws of the Association shall, for any reason, be inconsistent with the provisions of this Declaration. In the event of inconsistency between this Declaration and the Certificate of Incorporation and/or By-Laws of the Association, the terms of this Declaration shall be controlling.

2. MEMBERSHIP.

(a) Every Owner (including the Declarants) of a Lot within the Subdivision shall automatically become a member of the Association.

(b) Membership shall be appurtenant to and shall not be separated from Lot ownership. Membership shall be in accordance with the Articles and By-Laws of the Association.

3. VOTING RIGHTS.

(a) Each Lot shall be entitled to one (1) vote on all matters subject to voting approval of the Members of such Association; provided, however, that in the event of the resubdivision of any Lot, the number of votes to which such Lot is entitled shall be increased as necessary to retain the ratio of one (1) vote for each Lot resulting from such resubdivision. No resubdivision shall be effective, for purposes of these Restrictions, unless the same is approved by the appropriate governmental entity. In the event of the consolidation of two (2) or more Lots for purposes of construction of a single residence thereon, voting rights shall continue to be determined according to the number of original Lots contained in such consolidated Lot.

(b) When more than one person or entity holds an interest in any Lot, all such persons or entities shall be Members.

The vote for such Lot may be exercised as the owners thereof mutually agree, but in no event shall the vote for such Lot exceed the total share vote to which each Lot is entitled as herein provided.

(c) Any Member in default in the payment of any assessment or the performance of any obligation imposed by this Declaration shall not be entitled to vote at any meeting of The Association as long as such default remains in existence.

ARTICLE FOUR - ASSESSMENTS

1. ASSESSMENTS ESTABLISHED. Each Owner of any Lot in the Subdivision, by acceptance of a deed and/or contract for deed therefor, whether or not it shall be so expressed in such deed and/or contract, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges, (2) special assessments for capital improvements, and (3) any additional assessments which may be levied as the result of any maintenance expense incurred by the Association pursuant to Article Eight of this Declaration. Such assessments shall be established and collected as hereinafter provided.

2. PURPOSES OF MONTHLY ASSESSMENTS. The regular monthly assessments levied by the Association shall be used exclusively to maintain, preserve and operate the Association's Common Areas for the benefit of its Members. Such purposes shall include, but not be limited to, providing utility services to Common Areas, paying ad valorem taxes, if any, on Common Areas, providing for the maintenance of streets and roads which have been completed but not accepted by the appropriate governmental entity for maintenance, maintaining and preserving Common Areas, and creating reasonable reserves for the future maintenance, preservation and operation of Common Areas.

3. AMOUNT OF MONTHLY ASSESSMENTS. The Declarants shall establish an initial budget for the Association; thereafter, the Association shall make a reasonable effort to establish a budget on or before December 1st of each year for the following calendar year. Such budget shall include an estimate of all expenses and reserves for which such Association shall be responsible. A monthly budget shall then be obtained by dividing the total estimated amount by twelve (12) months and the resulting monthly budget shall be prorated among the members of such Association by way of monthly

assessments in accordance with the provisions of this Declaration.

4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to monthly assessments, the Association may levy, in any calendar 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 Areas, including fixtures and personal property related thereto; provided, however, that any such assessment shall be required to have the assent of two-thirds (2/3rds) of all votes cast, in person or by proxy, at a meeting duly called for that purpose.

5. NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking any action authorized under the preceding paragraph 4 of this Article shall be sent to all Members of the Association who would be affected by such special assessment, not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting. The presence of Members entitled to cast thirty percent (30%) of all of the votes of the Members who would be affected by such special assessment, or their proxies, shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice and quorum requirements.

6. UNIFORM BASIS OF ASSESSMENTS. Both monthly and special assessments shall be fixed at a uniform basis for all Lots subject thereto in accordance with paragraph 11 hereof and may be collected on a monthly basis.

7. DATE OF COMMENCEMENT OF MONTHLY ASSESSMENTS; DUE DATES. The monthly assessments provided for herein shall commence as to each Lot subject to such assessment on the first day of the first month following the conveyance of such Lot from Declarants to an Owner, as evidenced by deed or contract for deed, and shall continue thereafter at the discretion of the Association. The initial monthly assessment to be levied by the Association shall be fixed by Declarants; thereafter, the Association's Board of Directors shall fix the amount of the monthly assessment against each Lot subject thereto at least thirty (30) days prior to January 1st of each calendar year and written notice of the amount of the monthly assessment and the due dates which are established by the Association's Board of Directors shall be sent to the Owner of every Lot subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer

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of the Association stating whether or not the assessments on a Lot have been paid.

8. PERSONAL OBLIGATION AND LIEN; REMEDIES OF THE ASSOCIATION FOR NONPAYMENT. There is hereby imposed a continuing lien on each Lot in the Subdivision to secure the payment of any assessment authorized hereunder, including any assessment resulting from maintenance expense incurred by the Declarants or the Committee pursuant to Article Eight hereof, and such lien shall, to the fullest extent permitted by law, bind such Lot or Lots in the hands of the then Owner, and such Owner's heirs, devisees, personal representatives, successors and assigns. Any assessment authorized hereunder, including any assessment resulting from maintenance expense incurred by the Declarants or the Committee pursuant to Article Eight hereof, but not paid on or before the date due shall be deemed delinquent. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the Owner of such property at the time when such assessment falls due. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Association may either (1) bring an action at law against the Owner personally obligated to pay the same, or (2) foreclose said lien against the Lot, or (3) both; and, in such event, there shall be added to the amount of such assessment interest as provided herein and all costs of collection, including reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Area or by abandonment of such Owner's Lot.

9. SUBORDINATION OF THE LIEN TO MORTGAGEES. The lien to secure payment of the assessments provided for herein shall be subordinate by the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the validity of an assessment lien hereunder. No foreclosure sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien securing the payment thereof. No foreclosure sale or transfer shall relieve the delinquent Owner from his personal obligation and liability for payment of the assessments therefor secured by that lien.

10. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

(a) All property dedicated and accepted by any local governmental authority and devoted to public use; and

(b) All Common Areas.

11. CALCULATION OF ASSESSMENTS BY LOT. Each of Lots 1 through 10 shall be assessed for 2/33rds of the total amount of the assessments made by the Association and each of Lots 11 through 23 shall be assessed for 1/33rd of the total amount of the assessments made by the Association. Such fractional portion of the total assessment to be borne by each Lot shall be subject to modification in order to reflect any subsequent resubdivision of the original Lots as provided in Article Three, Paragraph 3(a) of these Restrictions. An Owner may consolidate two (2) or more Lots for the purpose of constructing one single family residence thereon; provided, however, that in the event of the consolidation of any two or more of the original Lots, such consolidation shall in no event have the effect of reducing the assessment due thereon, and such assessment shall continue to be based upon the fractional share for each of the original Lots as herein set forth. No diminution or abatement of assessments shall be allowed or claimed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or from any action taken to comply with any law, ordinance, or order of a governmental authority.

ARTICLE FIVE - MAINTENANCE BY AND SERVICES OF THE ASSOCIATION

The Association shall maintain, preserve and operate the Association's Common Areas to the extent and the effect that the Association's Board of Directors deems appropriate from time to time. The Association's responsibility to preserve Common Areas shall include, without limitation, an obligation to pay all taxes assessed against such Common Areas.

ARTICLE SIX - ARCHITECTURAL CONTROL

1. ARCHITECTURAL CONTROL COMMITTEE. An architectural control committee (hereinafter sometimes referred to as the "Committee") shall be designated and composed of three (3) members, at least two (2) of whom shall be an Owner, to be appointed by Declarants. The following persons are hereby designated as the initial members of the Committee: Charles D. Holland, Jr., M.D., Michael H. Pearman, M.D., and Mark T. Denyer. Each member of the committee shall serve for a term of three (3) years, unless such member sooner resigns

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by giving written notice of resignation to the remaining members of the Committee, or is removed at the direction of Declarants or their successors and assigns. The Committee shall serve at the pleasure of the Declarants, their successors and assigns, and a member of the Committee may be removed for any reason or no reason at all. When seventy-five percent (75%) of the Lots in the Subdivision are sold, Declarants shall delegate the authority to appoint members of the Committee to the Association by written notice. Thereafter, the Association, acting by and through its duly authorized Board of Directors, and its successors and assigns shall have the right to appoint and remove members of the Committee.

2. SUBMISSION AND APPROVAL OF PLANS AND SPECIFICATIONS. A copy of the construction plans and specifications, including exterior views, exterior materials, colors and elevation; a drainage plan; a site plan showing the location of any proposed structure or improvements; a landscaping plan; a driveway construction plan; and any other information or documents which may be required by the Committee shall be delivered, together with any review fee which is imposed by the Committee in accordance with Paragraph 3 of this Article, to the Committee at Medical Park Center, Suite 402, 3400 Southeast Frank Phillips Boulevard, Bartlesville, Oklahoma 74006, or such other address as may hereafter be designated in writing from time to time, not less than thirty (30) days prior to the date construction of a Lot is to be commenced. No structure or improvement, including, but not limited to, buildings, fences, walls, landscaping, pools, exterior lighting fixtures, security and emergency communications systems and radio-television antennas, shall be placed or altered on any Lot until the plans and specifications therefor and the builder which the Owner intends to use to construct the proposed structure or improvement have been approved in writing by a majority of the members of the Committee. The Committee may, in reviewing such plans and specifications, consider any information which it deems proper, including, without limitation, any permits, environmental impact statements or percolation tests which may be required by the Committee or any other entity; information relating to the question of whether any proposed improvement would unreasonably obstruct the view from the Properties or neighboring Lots; harmony of external design and location in relation to surrounding structures, topography and finished grade elevation; and the identity of the builder which an Owner proposes to use to construct the proposed structure or improvement. The committee may postpone its review of any

plans and specifications submitted for approval pending receipt of any information or material which the Committee, in its sole discretion, may require. A copy of the construction plans and specifications and a site plan showing the location of the proposed structure or improvement, if approved, shall remain in the possession of the Committee until the Subdivision is built out in its entirety. Site plans must be approved by the Committee prior to the clearing of any Lot or the construction of any improvements thereon. The Committee may refuse to approve plans and specifications for proposed improvements on any ground which, in the sole and absolute discretion of the Committee, are deemed sufficient, including, but not limited to, purely aesthetic grounds. In reviewing plans and specifications, the Committee shall consider, but not be limited by, the purposes set forth in Article Two of this Declaration.

3. ADOPTION OF RULES AND REGULATIONS. The Committee shall have the authority to adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or appropriate for the performance of its duties hereunder. In addition, the Committee shall have the power and authority to impose such reasonable charges as it deems necessary or convenient for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Declaration. Such charges shall be held by the Committee and used to defray the administrative expenses incurred by the Committee in performing its duties hereunder; provided, however, that any excess funds held by the Committee shall be distributed to the Association at the end of each calendar year.

4. ACTIONS OF THE COMMITTEE. The Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Committee, except the granting of variances as hereinafter provided. In the absence of such designation, the vote of a majority of all of the members of the Committee taken without a meeting shall constitute an act of the Committee.

5. FAILURE TO ACT. In the event that any plans and specifications are submitted to the Committee as provided herein, and the Committee shall fail either to approve or reject such plans and specifications for a period of twenty-one (21) days following such submission, no approval by the Committee shall be required, and approval of such plans and specifications shall be presumed; provided, however, that such

twenty-one (21) day period shall not begin to run until all information required to be submitted by the Committee to assist in its review of any plans or specifications has been received by the Committee. Any failure of the Committee to act upon a request for a variance hereunder shall not be deemed a consent to such variance, and the Committee's written approval of all requests for variances shall be expressly required.

6. VARIANCES. The Committee may grant variances from compliance with any of the provisions of this Declaration or any Supplemental Declaration hereinafter placed of record, including, but not limited to, restrictions upon height, size, shape, floor areas, land area, placement of structures, setbacks, building envelopes, colors, materials, or land use, when, in the opinion of the Committee, in its sole and absolute discretion, such variance will not be adverse to the overall development plan for the Subdivision and the Properties, and such variance is justified due to visual or aesthetic considerations or unusual circumstances. All variances must be evidenced in writing and must be signed by at least a majority of the members of the Committee. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive or amend any of the terms and provisions of this Declaration or any Supplemental Declaration for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions hereof.

7. DURATION OF APPROVAL. The approval or consent of the Committee of any plans and specifications, whether by action or inaction, and any variances granted by the Committee shall be valid for a period of three (3) months only. In the event construction in accordance with such plans and specifications or variance is not commenced on a Lot within such three (3) month period, the Owner of the Lot shall be required to resubmit such plans and specifications or request for a variance to the Committee, and the Committee shall have the authority to re-evaluate such plans and specifications in accordance with this Article and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval thereof.

8. NO WAIVER OF FUTURE APPROVALS. The approval or consent of the Committee to any plans or specifications for any work done or proposed in connection with any other matter requiring the approval or consent of the Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications, nor other matter whatever, subsequently or additionally submitted for approval by the same or a different person, nor shall such approval or consent be deemed to establish a precedent for future approvals by the Committee.

9. NON-LIABILITY OF COMMITTEE MEMBERS. Neither the Committee, nor any member thereof, shall be liable to any Owner or to any other person for any loss, damage or injury arising out of the performance of the Committee's duties under this Declaration, unless such loss, damage, or injury is due to the willful misconduct or bad faith of the Committee or its member, as the case may be.

ARTICLE SEVEN - USE RESTRICTIONS

1. LAND USE AND BUILDING TYPES. All Lots shall be used for single-family residential purposes only, and no building or improvement shall be erected, altered, placed or permitted to remain on any Lot except as authorized under the terms and conditions hereof. All buildings shall be subject to such height limitations as the Committee may judge necessary to preserve lines of sight and view from neighboring Lots and the Properties.

2. MINIMUM FLOOR AREA, EXTERIOR MATERIALS, AND ROOFS. Any single family dwelling constructed on Lots 1 through 10 must have a floor area of not less than 3,300 square feet, and any single family dwelling constructed on Lots 11 through 23 must have a floor area of not less than 2,500 square feet, with all such minimum floor areas to be exclusive of open and closed porches, terraces, patios, balconies, driveways and garages.

Unless such requirement is expressly waived in writing by the Committee, at least seventy-five percent (75%) of the exterior of each single family dwelling shall be of masonry construction. All roofs on improvements constructed on the Lots shall consist of three hundred fifty (350) pound or more composition shingles, tile, concrete or wood shingles. No metal shingles shall be permitted.

3. SETBACKS. No building shall be located on any of the Lots nearer to the front or side lot lines than the minimum setback

lines shown on the Deed of Dedication and Plat for the Subdivision filed in the Office of the County Clerk of Washington County, Oklahoma. The Committee shall have the right to impose such additional setback requirements as it deems necessary to preserve line of site from neighboring Properties and Lots. The Committee shall be entitled to review and modify the setback requirements for Lots for which compliance with the foregoing setback requirements might be difficult or impossible.

4. GARAGES AND DRIVEWAYS. All garages shall comply with all other restrictions, covenants, conditions and limitations on usage herein provided for other improvements in the Subdivision. All garages shall be suitable for not less than two automobiles nor more than four automobiles. All garages shall consist of enclosed structures and no carports shall be permitted on any Lot. On Lots 2 through 10 no garage shall be situated in such a manner on a Lot as to cause the garage door opening to be visible from a street or roadway.

The location of all driveway cuts shall be subject to approval by the Committee. Driveways on corner Lots facing both a cul-de-sac and a main thoroughfare shall be located on the cul-de-sac; provided, however, that the Committee shall have the authority to approve circular drives on any Lot. All driveways shall be constructed of asphalt or concrete and shall be subject to written approval by the Committee. All driveways shall be of a minimum width of twelve (12) feet and, if an asphalt surface is used, concrete curb and gutter will be required for the purpose of protecting the edges of the asphalt from chipping and washing away.

5. UNFINISHED STRUCTURES. No house or other structure shall remain unfinished for more than One (1) year after the slab has been commenced.

6. PROHIBITED STRUCTURES. Except as permitted in Article Seven, Paragraph 10 hereof, no structure of a temporary character, trailer, basement, tent, shack, carport, barn or other outbuilding shall be erected and/or used on any Lot at any time, either temporarily or permanently. No residential building may be removed from any Lot in the Subdivision. No structure erected elsewhere, including, but not limited to, old houses and prefabricated structures, shall be moved onto any Lot. No house trailer or mobile home shall be placed on any Lot in the Subdivision.

7. BUTANE AND FUEL TANKS. No butane or fuel tank or other structure or facility for the storage of combustible fuels shall be placed or maintained on any Lot unless expressly authorized in writing by the Committee.

8. FENCES. Any fence, wall, hedge or other similar structure or improvement shall be approved by the Committee with respect to location, height, type and materials. No wooden privacy fences nor chain link fences shall be permitted on Lots 1 through 10 nor on the common lot line between Lot 10 and Lot 11 nor on the common lot line between Lot 10 and Lot 12. All fencing on Lots 1 through 10 and on the common lot lines between Lot 10 and Lot 11 and between Lot 10 and Lot 12 shall be constructed of painted wrought iron or brick, or a combination of both, and no fencing shall exceed four and one-half feet (4 1/2') in height. The height limitation may be waived by the Committee to provide adequate protection around swimming pools, dog runs and similar areas requiring protective fencing.

9. SIGNS. No signs of any character shall be allowed on any Lot except one professional sign for Lot identification purposes; provided, however, that the Declarants and any other person or entity engaged in the construction and/or sale of residences within the Subdivision shall have the right, during the period of development, construction and sale of houses in the Subdivision, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, sales offices, storage areas, and model units.

10. IDENTIFICATION OF LOTS. The house number for each single family residence shall be located on a stone or masonry structure of a type, constructed of materials, and placed in a location approved by the Committee.

11. TRUCKS, BUSES, TRAILERS AND BOATS. No bus, semi-trailer, tractor, machinery, equipment, or truck larger than a 3/4 ton pickup shall be kept, placed, maintained, constructed, or repaired on or in the street in front of any Lot, except for construction and repair vehicles during the period of construction on a Lot. No motor vehicle of any type shall be constructed or repaired on or in front of any Lot in such manner as to be visible from neighboring property.

Motor homes, recreational house trailers, horse trailers, truck campers, boats, boat trailers and recreational vehicles of any type kept on a Lot shall be kept within a garage or in

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such a manner as to not be visible from neighboring property or from streets or access roads. Such vehicles may not be kept, placed, or maintained on any undeveloped Lot at any time. No motorized vehicle of any kind shall be operated in any manner which is dangerous, noisy or creates a nuisance in the opinion of the Committee.

12. PARKING. On-street parking for periods in excess of six (6) hours shall not be permitted.

13. DUMPING, RUBBISH, GARBAGE AND STORAGE. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and all garbage or other waste shall be kept in sanitary containers. No incinerator shall be kept or maintained on any Lot. All garbage, storage, and disposal containers shall be kept in a clean and sanitary condition.

14. ANIMALS AND LIVESTOCK. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No more than two (2) dogs, cats and/or other household pets shall be kept on any one Lot at any time.

No animals shall be allowed to run at large within the Subdivision. All animals shall be kept within an enclosed area which must be clean, sanitary and reasonably free of waste at all times.

15. FIREARMS. No firearms or explosives shall be kept or maintained on any Lot, other than firearms for the protection of an Owner's family and property and firearms for sporting or recreational purposes. No explosives or fireworks of any type shall be discharged within the Subdivision or the Properties. No hunting, including hunting with bow and arrow, shall be permitted within the Subdivision or the Properties, and no firearms of any type shall be discharged within the Subdivision unless necessary in order to protect an Owner's person, family or property.

16. PROHIBITED ACTIVITIES. No business, professional, commercial, or trade venture or activity shall be conducted on any of the Lots; provided, however, that model homes and/or sales offices may be constructed and maintained by Declarants,

their successors and assigns, in connection with the development of and the construction and sale of houses and lots in the Subdivision. Subject to the prior written consent of the Committee, which consent is and shall be expressly required, home offices to which the general public is invited, incidental to an Owner's business, may be maintained within such Owner's residence, so long as activities conducted in connection with such home offices do not become an annoyance or nuisance to the neighborhood, in the sole and absolute discretion of the Committee.

17. ANNOYANCE OR NUISANCE. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood, in the sole discretion of the Committee. No clotheslines or air conditioner window units shall be visible from any public street. No unsightly or elaborate radio or television antenna shall be permitted; provided, however, that conventional antenna for normal household radio and television viewing purposes may be maintained, subject to the approval of the Committee as to appearance, height and location. All exterior lighting shall be subject to review and approval by the Committee, and no offensive exterior lighting shall be permitted.

18. SHRUBS AND TREES. No fence, wall, hedge, shrub or tree planting which obstructs sight lines at elevations between three feet (3') and six feet (6') above the surface of any street or roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curblines of such intersecting streets and a line connecting such curblines at points twenty-five feet (25') from their intersection, or, in the case of a rounded corner, from the intersection of the curblines as extended. The same sightline limitations shall apply on any Lot within ten feet (10') of the intersection of a street curpline and the edge of a driveway or alley. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a height of more than six feet (6') above ground level.

19. DRAINAGE STRUCTURES. All drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. All drainage structures shall be subject to the approval of the Committee.

20. CREEK AND TRIBUTARY OBSTRUCTIONS. No obstructions of any type, including, but not limited to, fences, dams, and concrete walkways, shall be placed in, on or across the bed of any creek adjoining or running through any Lot in the Subdivision. "Creekbed", as used herein in relation to obstruction, means that portion of the creek where water would flow in times of normal rainfall.

21. FILLING, CUTTING AND SLOPE CONTROL. The Committee shall carefully review all proposed improvements which will be placed on Lots with slopes exceeding twenty percent (20%), and all filling and cutting of the terrain on such Lots shall be kept at a minimum. The Committee may require "pier and beam" type foundations for the improvements on such Lots in lieu of standard "slab on grade" foundations if, in its sole discretion, the Committee so elects.

22. RESUBDIVISION AND CONSOLIDATION. None of the Lots in the Subdivision shall be resubdivided unless such resubdivision is expressly approved in writing by the Committee. Only one single family dwelling shall be erected on any one Lot. The creation of adequate utility easements and normal governmental approvals from the City of Bartlesville, Oklahoma shall be a prerequisite to the approval of any resubdivision by the Committee. No resubdivision shall result in a lot or lots smaller in area than the smallest original lot in the Subdivision, as shown on the Deed of Dedication and Plat. An Owner may consolidate two or more Lots for the purpose of constructing one single family dwelling thereon.

23. SOLAR EQUIPMENT. All usage of solar equipment must be approved in writing by the Committee.

24. EMERGENCY COMMUNICATIONS SYSTEM. Each single family dwelling erected on Lots 1 through 10 shall be equipped with an Owner activated emergency communication system (of a type and quality and monitored by a company approved by the Committee) having the capacity to distinguish between intrusion, fire, and medical emergencies. The emergency communications system shall be capable of operating a digital communicator, monitored at a remote central station, and manned on a twenty-four (24) hour, seven (7) day per week basis.

ARTICLE EIGHT - EXTERIOR MAINTENANCE

1. MAINTENANCE REQUIREMENTS:

(a) In the event the Owner of any Lot shall fail to maintain such Lot and the improvements situated thereon in a neat and orderly manner, the Association, acting through the Committee, its agents and employees, shall have the right to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of any and all buildings and other improvements erected thereon, all at the expense of Owner.

(b) All plants, shrubs, trees, grass and landscaping on a Lot shall be maintained in a trimmed and neat condition at all times. In the event the Owner of a Lot fails to properly maintain such landscaping, the Association shall be entitled to do so, all at Owner's expense.

2. ACCEPTABILITY OF MAINTENANCE. The Committee shall have the sole authority to make a determination as to the acceptability of the maintenance and appearance of any Lot, and the committee shall have the absolute discretion and authority to determine the necessity for required maintenance of Lots within the Subdivision. No unsightly Lots shall be permitted at any time.

3. MAINTENANCE EXPENSE. In the event that the Association or the Committee incurs any expense in maintaining all or any portion of a Lot, the costs thereof shall be charged to and paid by the Owner of such Lot. If such Owner fails to pay such costs upon demand, the Association shall have the right to maintain an action in a court of appropriate jurisdiction to recover any sums so expended. In addition, the Association shall be entitled to pursue the remedies set forth in Article Four, Paragraph 8 of this Declaration.

ARTICLE NINE - STREETS, EASEMENTS AND UTILITIES

1. STREETS AND GENERAL UTILITY EASEMENTS. Declarants do hereby dedicate for the public use the public streets and utility easements as designated on the Plat for the several purposes of constructing, maintaining, operating, repairing and/or removing any and all public utilities including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines, and cable television lines, together with all fittings and equipment, including the poles, wires, conduits, pipes, valves and meters for each of such facilities and any other appurtenances thereto with the rights of ingress and egress to and upon said public streets and utility easements for the uses and purposes aforesaid. No building, structure or other above or below ground obstruction will be placed, erected,

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installed or permitted upon the utility easements, provided, however, that the Declarants hereby reserve the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along the public streets and utility easements shown in the Plat for the purpose of furnishing water and/or sewer services to the area included in the Plat and to other areas. Declarants further hereby dedicate for public use the easement between Lots 4 and 5 for the City of Bartlesville Pathfinder Parkway access as designated on the Plat.

The owner of each Lot in the Subdivision shall be responsible for the repair and replacement of any landscaping and paving located within their Lot in the event it is necessary to install or repair any underground water or sewer mains, electric, natural gas, communications or telephone service.

2. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE.

(a) Overhead lines for the supply of electric and communication service may be located within the platted easements along the east perimeter of the Subdivision. All other supply lines shall be located underground in the utility easements dedicated for general utility services. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said utility easements. Street light poles or standards may be served by underground cable.

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

(c) The supplier of electric or communication service, through its proper agents and employees, shall at all times have right of access to all such utility easements provided for in this Declaration of Restrictions, Covenants, and

Conditions for the purpose of installing, maintaining, removing or replacing any portion of said underground electric or communication facilities so installed by it.

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

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

ARTICLE TEN - SIDEWALKS

In conjunction with the construction of residences on Lots 5 through 10, the Owner of each of such Lots shall construct adjacent to Legacy Court a concrete sidewalk four feet (4') in width. The construction of such sidewalk shall be supervised by the Committee for the purpose of maintaining a continuous, uniform sidewalk along the north side of Legacy Court, but the expense of construction of such sidewalk shall be borne by the Owner of the Lots affected by this requirement.

ARTICLE ELEVEN - GENERAL PROVISIONS

1. ENFORCEMENT. The Declarants or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration or any Supplemental Declaration. Any failure to enforce the covenants and restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter, and any violation of these covenants shall not affect the lien of any mortgage or deed of trust or of any secured party. Any person or entity found, by a court of appropriate jurisdiction to be in violation of this Declaration shall be liable to the party seeking to enforce this Declaration for all costs, expenses

Declaration of Restrictions,
Covenants, and Conditions
Legacy Estates Addition
Page 20


and reasonable attorneys' fees incurred in connection with the enforcement hereof.

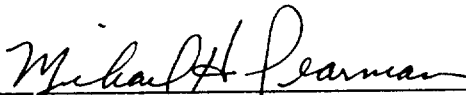
2. SEVERABILITY. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provision hereof, and all such other provisions shall remain in full force and effect.

3. AMENDMENT AND DURATION. The covenants, conditions and restrictions of this Declaration may be amended or changed by written instrument duly recorded in the Office of the County Clerk of Washington County, Oklahoma and signed by not less than fifty-one percent (51%) of the then Owners of the Lots in the Subdivision. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarants or the Owner of any Lot subject to this Declaration and their respective legal representatives, heirs, successors and assigns and, unless amended as provided herein, shall be effective for a term of thirty (30) years from the date this Declaration is recorded. After such thirty (30) year period, said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless amended as provided herein.

EXECUTED this 17th day of MARCH, 1997.

LEGACY DEVELOPMENT, L.L.C.

By 
Charles D. Holland Jr.
Managing Member


Michael H. Pearman


Charlene S. Pearman

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Covenants, and Conditions
Legacy Estates Addition
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STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 17 day of March, 1997, personally appeared Charles D. Holland, Jr., to me known to be the identical person who subscribed the name of Legacy Development, L.L.C. to the foregoing instrument as its Managing Member, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

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



Michael A Costello
Notary Public

(seal)
My commission expires:

3-2-99

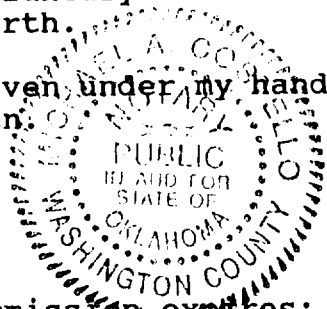
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Declaration of Restrictions,
Covenants, and Conditions
Legacy Estates Addition
Page 22

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 17 day of March, 1997, personally appeared Michael H. Pearman and Charlene S. Pearman, 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 first above written.



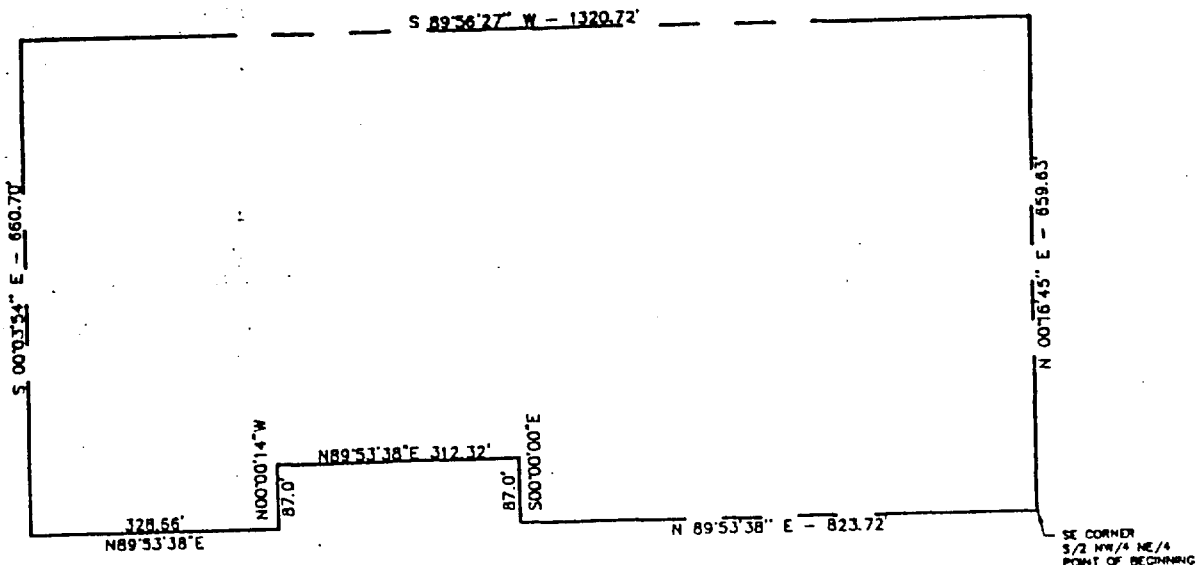
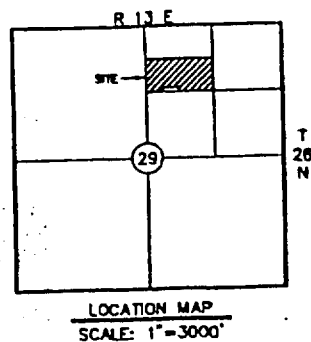
Michael A. Cox
Notary Public

(seal)
My commission expires:
3-2-99

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Exhibit "A"
Copy of survey

BK0901P60898



LEGAL DESCRIPTION

A PORTION OF THE S/2 NW/4 NE/4 OF SECTION 29, T26N, R13E, WASHINGTON COUNTY, OKLAHOMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF THE S/2 NW/4 NE/4 OF SAID SECTION 29; THENCE N00°18'45\"/>



G & A ASSOCIATES
 CONSULTING ENGINEERS & LAND SURVEYORS
 308 E.E. FRANK PHILLIPS BOULEVARD
 BARTLESVILLE, OKLAHOMA 74003
 PHONE (918)336-1158 FAX (918)337-0379

DRAWN BY	H. STROCKM
CADREX DRAWN	8/30/97
FILE NAME	C95058

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BY-LAWS OF Legacy Estates Homeowners' Association, Inc. an Oklahoma not for Profit Corporation established by the "Declaration of Restrictions, Covenants, and Conditions; Legacy Estates Addition to the City of Bartlesville, Oklahoma"

Pertaining to Lots 1 through 23, Legacy Estates Addition to the City of Bartlesville, Oklahoma.

38642

ARTICLE I ORGANIZATION

1. The name of the organization shall be Legacy Estates Homeowners' Association, Inc., here after referred to as "Association". The mailing address of the association is P.O. Box 225, Bartlesville, OK 74005.
2. The Association is incorporated as a not for profit corporation and is established as A homeowners' association pursuant to Section 851 et seq. of Title 60 of the Oklahoma Statutes.

ARTICLE II PURPOSES

The following are the purposes for which this organization has been organized:

1. To fulfill the role of the Association as described in the DECLARATION OF RESTRICTIONS, COVENANTS, AND CONDITIONS, LEGACY ESTATES ADDITION TO THE CITY OF BARTLESVILLE, OKLAHOMA, here after referred to as "Covenants", as duly recorded in the Office of the County Clerk of Washington County. In the event of a conflict between the Covenants and the By-Laws of the Association the Covenants shall have priority.
2. To provide a forum for collective action to protect the value and desirability of the property contained in the Legacy Estates Addition.
3. To promote good will and harmony among the residents of the Legacy Estates Addition.
4. To maintain, preserve and operate the Association's Common Areas.
5. To pay all taxes assessed against such Common Areas.
6. To provide processes for the election and replacement of officers and committee members and the management of the business of the Association.
7. To provide processes for the alteration of the By-Laws and Covenants and for granting variances thereto.

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ARTICLE III MEMBERSHIP

Membership in this organization shall be every owner of a lot and shall not be separated from lot ownership.

ARTICLE IV VOTING RIGHTS

Each Lot shall be entitled to one (1) vote on all matters subject to voting approval of the members. In the event of the subdivision of a lot, each new lot will have one vote. In the event two or more lots are combined the combined lot shall have one vote for each original lot. In the event of joint ownership of a lot the members shall vote as they mutually agree.

ARTICLE V MEETINGS

The annual membership meeting of this organization shall be held on the first Monday of November each and every year unless otherwise fixed by the Board of Directors but it shall not be more than two weeks from the date fixed by these By-Laws.

The Officers for the subsequent calendar year shall be elected at the annual meeting.

The Board of Directors shall constitute a nominating committee and offer Officer candidates to the membership. Nominations for Officers may be made from the floor at the annual meeting.

The Secretary shall cause to be mailed to every member not less than fifteen (15) days nor more than fifty (50) days in advance of meetings to members address as it appears in the membership roll book in this organization a notice telling the time and place of meetings.

Meetings of this organization shall be held within the city limits of Bartlesville, Oklahoma.

The presence of members entitled to cast thirty (30) percent of the votes shall constitute a quorum and shall be necessary to conduct the business of this organization; but a lesser percentage may adjourn the meeting for a period of not more than four weeks from the date scheduled by these By-Laws and the secretary shall cause a notice of this scheduled meeting to be sent to all those members who were not present at the meeting originally called. A quorum as herein before set forth shall be required at any adjourned meeting.

Special meetings of this organization may be called by the president, or members representing twenty (20) percent of the votes. The written notice of the meeting shall state the reasons that such meeting has been called and the business to be transacted at such meeting.

Requests to call special meetings shall be made in writing to the Secretary.

No other business but that specified in the notice may be transacted at special meetings without the unanimous consent of all present at such meeting.

ARTICLE VI VOTING

Votes shall be by voice unless otherwise agreed by a majority of the votes present at the meeting.

Any Member may cast the vote for their lot.

Members in possession of a written and signed proxy may vote on behalf of a member who is not present.

Any Member in default in the payment of any assessment or the performance of any obligation imposed by Article 4 of the Covenants shall not be entitled to vote as long as such default remains in existence.

Amendment to the Covenants shall require a written amendment document suitable for recording in the Office of the County Clerk of Washington County and signed by no less than 51% on the then owners of lots who are eligible to vote.

Initial approval of, and amendment to these By-Laws shall require approval of no less

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than 51 % of the then owners of lots who are eligible to vote. By-Laws and any amendments thereto shall be duly recorded in the office of the County Clerk of Washington County, Oklahoma.

The Board of Directors may present questions to the membership by mail with votes cast by return mail. A vote must be signed by a member and received within 20 days to be counted. In a mail vote at least fifty-one (51) percent of the votes must be cast in favor of a question to pass. A question submitted by mail vote shall offer the opportunity for a member to request a meeting. If members representing five votes request a meeting in response to the mail vote than the question will be deferred until the meeting is held.

Initial approval of these By-laws shall be sought by mail vote.

ARTICLE VII ORDER OF BUSINESS

1. Roll Call.
2. Reading of the Minutes of the preceding meeting.
3. Reports of Committees.
4. Reports of Officers.
5. Old and Unfinished Business.
6. New Business.
7. Adjournments.

ARTICLE VIII BOARD OF DIRECTORS

A Board of Directors consisting of three (3) or five (5) members shall manage the business of this organization. The Directors shall be the President, the Vice President – Secretary, the Treasurer, a member of the Architectural Control Committee who is not either President, Vice President – Secretary, or Treasurer, and the immediate past President of the Association.

From the date of the ratification of these by-laws until December 31, 2000 the Board of Directors shall consist of:

- Mr. Fred Storer as President
- Mr. Stan Zisman as Vice President – Secretary
- Ms. Teri Brant as Treasurer
- Mr. Paul D. Appel as Architectural Control Committee member
- Mr. Jamie Welin as past President

The Board of Directors shall have the control and management of the affairs and business of this organization. Such Board of Directors shall only act in the name of the organization when it shall be regularly convened by the President or Vice President-Secretary after due notice to all the directors of such meeting.

The Board of Directors shall arrange for the payment of all taxes assessed against the common areas.

The Board of Directors shall maintain, preserve, and operate the Association's Common Areas.

The Board of Directors shall arrange for liability insurance covering the Common Areas and the Directors and Officers of the Association.

The Board of Directors shall arrange for an annual audit of the accounts of the Association including the Architectural Control Committee, if any.

Three members of the Board of Directors shall constitute a quorum.

Each director shall have one vote and such voting may not be done by proxy.

The Board of Directors may make such rules and regulations covering its meetings as it may in its discretion determine necessary.

Vacancies of Officers shall be filled by a vote of the majority of the remaining members of the Board of Directors for the balance of the year or until their successors are elected.

The President of the organization by virtue of his office shall be Chairman of the Board of Directors.
Any Officer may be removed for any reason by a vote of fifty-one (51) of the votes of the association.

ARTICLE IX OFFICERS

The initial Officers of the organization for the calendar year, two thousand (2000) shall be as follows:

President: Mr. Fred Storer
Vice President - Secretary: Mr. Stan Zisman
Treasurer: Ms. Teri Brant

President:

1. The President shall preside at all membership meetings.
2. He shall by virtue of his office be Chairman of the Board of Directors.
3. He shall be present at each annual meeting of the organization an annual report of the work of the organization.
4. He shall appoint all committees, temporary or permanent.
5. He shall see all books, reports and certificates required by law are properly kept or filed.
6. He shall be one of the officers who may sign the checks or drafts of the organization.

Vice President – Secretary

1. The Vice President – Secretary shall in the event of the absence or inability of the President to exercise his office become acting president of the organization with all the rights, privileges and powers as if he had been the duly elected president.
2. He shall keep the minutes and records of the organization in appropriate books.
3. He shall keep a current roll of the members of the organization.
4. It shall be his duty to file any certificate required by any statute, federal, state, or local.
5. He shall give and serve all notices to members of this organization.
6. He shall be the official custodian of the records of this organization.
7. He may be one of the officers required to sign the checks and drafts of the organization.
8. He shall present to the membership at any meetings any communication addressed to him as Secretary of the organization.
9. He shall submit to the Board of Directors any communications, which shall be addressed to him as Secretary of the organization.
10. He shall attend to all correspondence of the organization and shall exercise all duties incident to the office of Secretary.

Treasurer:

1. The Treasurer shall have the care and custody of all monies belonging to the organization and shall be solely responsible for such monies or securities of the organization.
2. He shall cause to be deposited in a regular business bank or trust company the funds of the organization.
3. He must be one of the officers who shall sign checks or drafts of the organization. No special fund

may be set aside that shall make it unnecessary for the Treasurer to sign the checks issued upon it.

4. He shall render at any meeting of the Board of Directors an account of the finances of the organization.

6. He shall exercise all duties incident to the office of Treasurer.

No officer shall for reason of his office be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or director for receiving any compensation from the organization for duties other than as a director or officer.

ARTICLE X ARCHITECTURAL CONTROL COMMITTEE, (ACC)

The Architectural Control Committee, ACC, shall carry out the duties of the ACC as described in the Covenants.

Members of the ACC shall be Officers of the Association.

From the date of the ratification of these by laws by the Association until re-appointed or replaced shall be:

Mr. Paul D. Appel
Mr. John H. Brant
Mr. James Scinta

The ACC shall be composed of three members who shall hereafter be elected at the annual meeting for the following calendar year.

Members of the ACC can succeed themselves.

Any Officer other than the President may serve on the ACC.

A member of the ACC who is not otherwise an officer or the joint owner of a lot where another joint owner of that lot is an officer shall be elected by the ACC to serve as a member of the Board of Directors.

The ACC shall reject any application from a member with a delinquent assessment account.

The ACC shall not approve any application in variance with the Covenants.

The ACC shall explain why any application is disapproved and suggest ways to modify the application to make it acceptable.

The ACC may at its discretion grant annual blanket variances for activities, which would otherwise be technical violations of the Covenants including but not limited to holiday decorations and lighting. Such variances may specify "time up" limits.

The ACC may establish fast track – short form procedures for applications that are limited to established acceptable practices.

All variances must be granted in writing.

The ACC shall make a written report of variances and approvals granted, presumed approvals resulting from failure to act within twenty-one (21) days, and the general status of conformance with the

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procedures and requirements of the Covenants to the members ten days prior to the annual meeting.

The ACC shall not incur any financial obligation in carrying out its duties in excess of funds it has on hand or has otherwise been allocated to it in the annual budget.

Plan approval and variance requests may be delivered to any member of the ACC.

If the ACC makes any charges for the review of plans or specifications it shall deposit these funds in a bank account and may disperse those funds as necessary to defray any expenses. Any surplus funds in excess of one hundred dollars shall be transferred to the Association at year-end.

In the event a member of the ACC requests approval of the ACC the President of the Association shall vote in place of the member with the conflict.

Neither the ACC, nor any member thereof shall be liable to any Owner or to any other person for any loss, damage, or injury arising out of the performance of the ACC's duties under the Declaration, unless such loss, damage or injury is due to willful misconduct or bad faith of the ACC or its member.

ARTICLE XI INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify every Director or Officer, his heirs, executors, administrators, personal representatives and assigns against all loss, cost and expenses, including counsel fees, reasonably incurred by him in connection with an action, suit or proceeding in which he may be made a party by reason of his being or having been a Director or Officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of any rights to which such Director or Officer may otherwise be entitled. All liability, loss damage, costs and expenses incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as common expenses, provided, however, nothing contained in this Article XI shall be deemed to obligate the Association to indemnify any Member who is or has been a Director or Officer of the Association, with respect to duties or obligations voluntarily assumed or liabilities incurred by him under and by virtue of the Declaration as a Member or Owner.

ARTICLE XII APPEAL OF ADVERSE DECISION

A Member may appeal an adverse decision of the ACC to the general Membership and by written petition to the remaining members and by securing a vote in writing of the 51% of the remaining members set aside the adverse decision of the ACC.

ARTICLE XIII COMMITTEES

The President shall appoint all committees of this organization with the exception of the ACC. The term of office for committees other than the ACC shall be for a period of one year.

ARTICLE XIV ASSESSMENTS

The Board of Directors shall propose an annual budget at the annual meeting. The budget shall be the basis for Monthly Assessments if approved by a majority of votes present at the annual meeting.

Monthly Assessments will be invoiced annually by the Treasurer on or before December 31 for the succeeding year.

Members may at their option and in accordance with the Covenants pay one twelfth of the Assessment on or before the first day of each month beginning with January 1.

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Owners who pay the annual Assessment for the entire year must make payment before January 31.

An action by the Board of Directors or by the ACC, which may create a potential liability, create an obligation which is not capped, exceeds available surplus funds, or otherwise may create the possibility for a Special Assessment shall require a meeting duly called for the purpose of authorizing the action and the subsequent approval of two-thirds of the votes present.

ARTICLE XV BOOKS AND RECORDS

The books, records and papers of the Association shall be maintained at the home of the President and shall with reasonable notice be made available to any Member to review or copy.

A list of the current Officers of the Association may be obtained by writing to Association's mailing address.

ARTICLE XVI CERTIFICATE

The undersigned hear-by certify that the foregoing is a true, complete and correct copy of the By-Laws of Legacy Estates Homeowners Association, Inc. an Oklahoma non-profit corporation, as adopted by vote of the Members on the 19th day of May, 2000.

IN WITNESS WHEREOF, we hereunto set our hands this 30th day of May, 2000.

LEGACY ESTATES HOMEOWNERS' ASSOCIATION, INC.

By Fred F. Storer, Jr.
President

STATE OF OKLAHOMA, Washington County) ss.

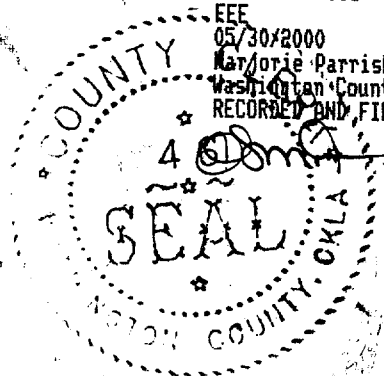
The foregoing instrument was acknowledged before me this 30th day of May, 2000, by Fred F. Storer, Jr., President, Homeowners' Association, Inc. on behalf of said corporation.

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Ellen Inman
Ellen Inman
Notary Public

DOC NUMBER 99038642
BOOK 935
PAGES 1719 - 1725
TIME 3:26:05
FEE 20.00
05/30/2000
Marjorie Parrish
Washington County Clerk
RECORDED AND FILED



My commission expires: 5-1-2001