

**OWNER'S CERTIFICATE OF RESTRICTIONS
OF
THE MEADOWS AT RIVER BEND, SEC. 7**

**BEING A PART OF THE NW/4 OF
SEC. 6, T-12-N, R-4-W, I.M.,
OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA**

KNOW ALL MEN BY THESE PRESENTS;

THAT, RIVERBEND DEVELOPMENT, L.L.C. an Oklahoma Limited Liability Company, does hereby certify that it is the owner and the only person or persons or legal entity having a right, title, interest, estate or equity in and to all of the land embraced and included in the plat of THE MEADOWS AT RIVER BEND, SEC. 7 as shown on the plat thereof in Book 63, Page 37, in the office of the County Clerk of Oklahoma County, State of Oklahoma, consisting of Lots 1 through 6, inclusive, Block 30; Lots 1 through 6, inclusive, Block 31; Lots 1 through 28, inclusive, Block 32; Lots 1 through 20, inclusive, Block 33; Lots 1 through 24, inclusive, Block 34; Lots 1 through 21, inclusive, Block 35; and Lots 1 through 14, inclusive, Block 36; Lots 1 through 9, inclusive, Block 37; and Lots 1 through 14, inclusive, Block 38 and Common Area "D".

Lots 1 through 3, inclusive; Lots 5 through 15, inclusive, and Lots 19 through 21, inclusive, all being in Block 35, are hereby defined as "LAKE LOTS". All other lots shall be considered "REGULAR LOTS" for the purpose of the restrictions and covenants herein contained, or subsequently filed.

For the purpose of providing for an orderly development of all of the land embraced within said plat and for the further purpose of providing adequate restrictive covenants for the benefit of the undersigned owner and its successors in title to said premises, RIVERBEND DEVELOPMENT, L.L.C. , an Oklahoma limited liability company, does hereby impose the following restrictions and reservations upon all of the plat of said Addition, to which it shall be incumbent upon all successors in title to adhere, and all persons or other legal entities whatsoever hereafter becoming the owner either directly or indirectly in any manner whatsoever of any portion or part of all of said plat shall take hold and convey the same, subject to the following restrictions, to-wit:

1. All lots within the subdivision shall be known and designated as single family residential plots. No structures shall be erected, altered, placed or maintained on any of the single family residential plots other than one detached single family dwelling not to exceed two stories in height and a private garage for at least two automobiles. Outbuildings, if any, incidental to residential use of any such building plot, shall be subject to the prior written approval of the Architectural Committee in accordance with paragraph 2 hereof.

2. No building shall be erected, placed or altered on any lot or building site in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished grade elevation by an Architectural Committee composed of W. Ray Newman, J. W. Mashburn, and Stan Harrison, or by a representative designated by a majority of the members of said committee.

In the event of the death or resignation of any member of said committee, the remaining member, or members, shall have full authority to designate a successor. In the event said committee, or its designated representatives, fails to approve or disapprove within thirty (30) days after said plans and specifications have been submitted to it, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. It is specifically understood and agreed that a majority of said Architectural Committee shall have, and are hereby granted, the authority and power to waive in writing any building restrictions herein contained, except those prohibiting the use of any lot and/or residential building site for business, professional and/or commercial purposes, if in said committee's sole opinion such action would not materially injure and/or substantially affect the property rights of others within said Addition.

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3. No building shall be located on any lot or building site nearer to the front lot lines or nearer to the side street line than the minimum building setback line shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than twenty (20) feet to the front lot line, or farther than fifty (50) feet from the front line, or nearer than ten (10) feet to the rear lot line.

A. The sum of the side yards shall be a minimum of ten (10) feet at the front building line, and in no event shall the distance between buildings be less than ten (10) feet. No dwelling shall be located nearer than five (5) feet to a side lot line.

For the purpose of this covenant, eaves, fireplaces, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. No building site shall have more than one residential structure located thereon. The lots as platted may be combined in whole and part to form one building site, but no more than one residence shall be constructed on any such building site. No building site created by the combination of part of any lots shall have an area of less than 6,000 square feet or width less than sixty (60) feet as measured at the front building setback line. It is the intention of this covenant to prevent the re-subdivision of lots or blocks in this addition in any manner whatsoever which would result in the construction of more houses in a block than the number of lots originally platted in such block.

5. In regard to REGULAR LOTS ("REGULAR LOTS" being defined as those lots which do not abut on any pond or lake), the ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1800 square feet. Also, any structure of more than one story shall have not less than 1200 square feet in the ground floor areas with a combined total of not less than 1800 square feet. However, in regard to LAKE LOTS (which are defined as any lot abutting any lake or pond in this Plat or any subsequent Section of The Meadows at River Bend), the ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 2000 square feet. Also, any structure of more than one story shall have not less than 1600 square feet in the ground floor areas with a combined total of not less than 2000 square feet.

6. All single family residences constructed on any lot or building site in said addition shall be at least eighty-five percent (85%) brick, brick veneer, stone or veneer construction or other low maintenance material approved by the Architectural Committee. Where a gable-type roof is constructed, the area of the gables extending above the interior room ceiling height may be excluded from the square feet area in determining the footage of the exterior walls of said main residential building. No fences, walls or hedges shall be constructed, installed or grown on the front portion of any lots in this subdivision between the front lot line or side street setback line and the front building setback line or side street building set-back line respectively.

7. All roofs must be constructed with a roof pitch greater than a 6/12 pitch. Roofs may be constructed using either wood shingles or composition shingles provided said shingles meet the appropriate minimum criteria shown below:

A. WOOD ROOFS - All wood roofs shall be constructed using either "Certi Split shakes" or "Certi Grade Shingles - #1 Label" as certified by the Cedar Shake and Shingle Bureau.

B. COMPOSITION ROOFS - All composition roofs shall be constructed using no less than Grade A shingles with a minimum weight of 240#. The color of the shingles shall be restricted to the weathered wood color sold by the manufacturer. The shingles must be constructed of fiberglass reinforced organic material. The shingles shall be Class A fire resistant and Class A wind resistant; must be laminated and carry a minimum 30 year warranty by the MFG.

8. ADDITIONAL RESTRICTIONS APPLICABLE ONLY TO LAKE LOTS CONTAINED IN THIS SECTION AND/OR FUTURE SECTIONS OF THE MEADOWS AT RIVER BEND:

A. FENCES - Backyard fences shall be either ornamental iron fences no

higher than four (4) feet or split rail fences no higher than three (3) feet. Ornamental iron fences shall be constructed in accordance with the specifications attached hereto as "exhibit A". Chain link, wire, stockade (or any other sight-proof type) fences are specifically prohibited. The purpose of this provision is to provide an open area effect around the lake. While landscaping is encouraged, no landscaping shall be permitted for sight-proofing purposes.

B. BOAT DOCKS - All boat docks must be located in the center of the lot's water frontage and must be constructed in accordance with the plans and specifications attached hereto as EXHIBIT "B".

9. The construction, erection or maintenance of a sign or billboard on any lot or building site is expressly prohibited; except that a sign or billboard advertising the rental or sale of such property is permitted; provided it does not exceed eight (8) square feet in size, unless specific written consent is obtained in advance from Riverbend Development, L.L.C., above designated Owner, for the temporary installation or larger size.

10. All lots shall be kept and maintained in such a manner as to not distract from the cleanliness and orderliness of the subdivision. The Architectural Committee designated in Paragraph 2 above shall have the sole authority to determine when a lot is not being maintained in a reasonably clean and orderly manner.

11. No automobile, truck, trailer, camper, recreational vehicle, boat, tent or any temporary structure of any nature whatsoever, shall ever be temporarily or permanently located or otherwise maintained forward of the front building setback limit line of each lot, as same is shown on the recorded plat, provided, however, that it is not the intention of this paragraph to exclude the temporary parking of passenger automobiles on any portion of the garage driveway that is located in front of such front building limit or setback line on each building site. Temporary parking shall not be defined as to include overnight parking, and "on-street" parking is specifically prohibited by these restrictions. If any camper, trailer, boat, truck or recreational vehicle is stored behind building limit line, sight-proof screening or fencing is required.

12. No exterior radio antenna of any kind, television antenna or cable television antenna with a diameter greater than 27 inches shall be placed or maintained on any lot or building site or on the roof of any residence or building within said subdivision. Satellite dish receiving devices will be permitted provided that they are not visible from the streets and provided that they are screened from the adjacent lots with either fence material or landscaping. Satellite dish receiving devices will not be permitted in the back yards on LAKE LOTS. No tree houses, platform in trees, play towers, or other similar structures of equipment, shall be visible from neighboring property.

13. No fence, walls or structures of any kind, including basketball goals, shall be built, placed or maintained in front of the front building line or in front of the house constructed thereon on any lot or building site.

14. No business, church, trade or similar activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Failure to mow lawns at reasonable intervals shall be considered as annoyance to the neighborhood. Gardens shall be permitted only if they are not visible from the neighboring property.

15. No modular, prefabricated, factory-built or mobile home shall ever be constructed, erected or placed on any lot or building site within said subdivision. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. The above restrictions shall not be deemed to prohibit the placing of a prefab or factory built storage shed or one of comparable quality not exceeding 10 feet by 10 feet by 7 feet in height on any lot. Any storage shed in excess of 10 feet by 10 feet must be approved by the Architectural Committee as to size, height, design and materials.

16. The keeping of fowl, rabbits and livestock of any character on any lot in this subdivision shall be prohibited and the keeping, boarding or breeding of dogs, cats, birds or other pets on a commercial basis shall not be permitted within this addition.

17. No leaching cesspool or septic tank shall ever be constructed and/or used on any lot in this addition.

18. RIVERBEND DEVELOPMENT, L.L.C. shall cause to be planted, through a cash allowance to the Builder, no less than one (1) tree on each lot in THE MEADOWS AT RIVER BEND, SEC. 7 and on each lot contained in subsequent sections of THE MEADOWS AT RIVER BEND. RIVERBEND DEVELOPMENT, L.L.C. may select the type of tree to be planted as well as the location where the tree is to be planted on each lot. Said tree shall be planted no later than six months from the closing date when the builder sells the lot to a home buyer. The homebuilder shall purchase the tree from a nursery which provides a 1-year warranty. The lot owner agrees to:

A. Grant the right of ingress and egress to the homebuilder for the purpose of planting the tree.

B. Water and feed the tree according to the written instructions given by the homebuilder and the supplying nursery.

C. Replace any tree which might die after the one-year warranty period with a new tree of the same type and size.

19. No owner of any lot or lots in this addition shall demand or require the furnishing of electric service through or from overhead wire facilities so long as electric service is available from an underground distribution system, and the owner of each lot shall provide the required facilities to take and receive electric service to any improvements erected thereon by means of underground service conductors, installed, owned and maintained in accordance with plans and specifications furnished by the electric service supplier, leading from the source of supply in the utility reserve to such improvement.

20. Should the owner or tenant of any lot or building site in this addition violate any of the restrictive covenants and/or conditions contained herein and thereafter refuse to correct same and to abide by the same after reasonable notice, then in such event the undersigned owner, any member of the Architectural Committee, or any owner of a lot in said addition may institute legal proceedings to enjoin, abate and correct such violation or violations, and the owner of the lot or lots permitting the violation of such restrictions and conditions shall pay all attorney fees, court costs and necessary expenses incurred by the person instituting such legal action to maintain and enforce the restrictions and conditions, said attorney fees to be fixed by the court, and it is further agreed that the amount of the attorney fees, costs, expenses and damages, if any, assessed by the court for the aforesaid violation or violations shall become a lien upon the land as of the date of the institution of such proceedings, and such lien shall be subject to foreclosure in such action as brought to enforce such restrictions, in the same manner as liens of real estate, the procedure of which is fixed by statute.

21. All small drainage channels, emergency overflow and other swales which are important to abutting properties, but are not a part of the drainage system maintained by public authority or utility company, shall be the property owner's responsibility; and, it shall be the responsibility of the owner to (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swales, whether they be in easements or contained on the individual property owner's lot, and (b) the property owners shall provide continuous maintenance of the improvements in the easements, or of the channels or swales; except for the improvements for which a public authority, utility company or property owners maintenance association is responsible.

22. W. RAY NEWMAN, INCORPORATED (the "Developer" of the prior Sections of The Meadows at River Bend) has heretofore formed THE MEADOWS HOME OWNERS ASSOCIATION, INC., which is an Oklahoma non-profit corporation, for the purpose of unifying and organizing the homeowners in the various Phases and/or Sections of THE MEADOWS AT RIVER BEND. By Resolution of the Board of Directors of The Meadows Home Owners Association, Inc. (a copy of which is attached hereto as Exhibit "C"), the Association has consented and authorized that all lot owners in The Meadows at River Bend Section 6 and/or in any other phases and/or Sections of The Meadows at River Bend be brought within the jurisdiction of the Association. Accordingly, membership in said Association shall be mandatory. The obligation to pay Home Owners Association dues for a particular lot will begin upon the date when the

homebuilder sells the improved lot to a homebuyer, which date shall be deemed the "closing date". On the closing date, the homebuyer shall pay in advance their pro rata portion of the annual Home Owners Association dues attributable to the Lot for the calendar year in which the closing takes place. The undersigned owner shall have no obligation to pay Home Owners Association dues on any lot or lots which it owns, except that the undersigned Owner shall have a number of votes on a per-lot basis of all the lots it retains and owns.

A. In the above connection, the Undersigned Owner shall abide by the by-laws, or Rules and Regulations affecting the association as it, in its sole discretion, deems necessary for the successful development of this Section of The Meadows at River Bend.

B. The owner of each lot, including the undersigned Owner, shall be entitled to one membership for each lot of which they are the owners of public record. The voting rights per membership are discussed in the following paragraph.

C. After the Home Owners Association has obtained sufficient dues-paying members to generate sufficient income to the Association to meet its annual operating budget and the Developer of the prior Sections and the undersigned Owner are no longer subsidizing any portion of the Association's operating expenses, then at that point in time, the owner or owners of each lot or site, on which the Association dues are current, shall be entitled to one vote for each such lot or site owned. By way of example, one lot or site shall be entitled to one vote, regardless of the number of owners. Common owners of four lots or building sites would be entitled to four votes, etc. However, as long as the Developer of the prior Sections and/or the undersigned Owner are required to subsidize the annual operating expenses of the Association, the Developer of the prior Sections and/or the undersigned Owner shall be entitled to a sufficient number of votes for each lot the Developer owns in order to maintain control of the Home Owners Association.

D. The Meadows Home Owners Association, Inc. will not own any common areas which would require upkeep and maintenance by the Association. (This shall not prohibit The Meadows at River Bend West Lake Owners Association, Inc. to be formed in connection with the Lake Lots contained in this Section of The Meadows at River Bend or future Sections from owning the common lot on which said lake or pond may be located.) The purpose of The Meadows Home Owners Association, Inc. is:

i) To maintain the landscaping, lighting, flagpoles, if any, and to otherwise beautify the Wilshire Boulevard entry to The Meadows at River Bend, Green Meadow Lane, and the right of way areas on those portions of Wilshire Boulevard which are adjacent to The Meadows at River Bend, Section 1; and

ii) To respond to violations of restrictions contained within this document, i.e. the Owners' Certificates of Restriction; and,

iii) To consider and address the issue of neighborhood security, e.g. a neighborhood watch program, a Security Patrol to the extent funds might be available, etc.; and,

iv) To enter into an Agreement with The River Bend Estates Home Owners Association, Inc., relating to a certain Lease Agreement with the Airport Trust, in order to enable the members of The Meadows Home Owners Association, Inc. to enjoy the use and benefit under said Lease of approximately forty (40) acres in the SE/4 of Sec. 6, T-12-N, R-4-W, I.M., Oklahoma County, Oklahoma for a park to be used by the members of The River Bend Estates Home Owners Association, Inc., and the members of The Meadows Home Owners Association, Inc.; and,

v) To participate with the River Bend Estates Home Owners Association, Inc., in the construction and maintenance of said park amenities and to otherwise participate in the landscaping and beautification of the park in such a manner as might be agreed upon by the members of the two Associations.

E. The annual initial dues shall be \$120.00 per lot and, in the event an increase in said dues shall be required, said increase in annual dues shall be limited to 10% of the preceding year's dues unless 2/3rds of the members of said Association should approve a greater increase. Unpaid Association dues of any member of the Association shall become a lien upon the lot or lots owned by said member upon the filing by the Association of written notice of the failure to pay said dues with the County Clerk of Oklahoma County, Oklahoma. The Association may foreclose any such lien as authorized by law.

23. RIVERBEND DEVELOPMENT, L.L.C. (the undersigned Owner) has or will form THE MEADOWS AT RIVER BEND WEST LAKE OWNERS ASSOCIATION, INC., which will be a non-profit Oklahoma corporation, for the purpose of unifying and organizing the owners of the LAKE LOTS located in this and any future or subsequent plat of any Phase or Section of THE MEADOWS AT RIVER BEND, located in the NW/4 of Section 6, Township 12 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma, or in any Section of River Bend Estates in the SW/4 of Section 6, Township 12 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma, which are identified as "LAKE LOTS" and abut the lake known as The Meadows at River Bend West Lake. Each lake lot owner's membership in The Meadows at River Bend West Lake Owners Association, Inc. shall be mandatory. The obligation to pay The Meadows at River Bend West Lake Owners Association dues for a particular lake lot will begin upon the date when the homebuilder sells the improved lake lot to a homebuyer, which date shall be deemed the "closing date." On the closing date, the homebuyer shall pay in advance their pro rata portion of the annual Home Owners Association dues attributable to the Lake Lot for the calendar year in which closing takes place. The undersigned Owner shall have no obligation to pay Home Owners Association dues on any lake lots which it owns. After the formation thereof, the undersigned Owner shall designate the directors of The Meadows at River Bend West Lake Owners Association, Inc. until such time as it determines that the lake lot homeowners are sufficient in quantity so that they may govern their Association. Thereafter, at a meeting called by the undersigned Owner, with due notice to all of the then-owners of lake lots in this Section, the undersigned Owner shall turn such non-profit Oklahoma corporation over to the lake lot homeowners, and such lake lot homeowners shall accept such non-profit corporation and the undersigned Owner shall have no further control thereof except that the undersigned Owner shall have a number of votes on a per lot basis of all the lake lots it retains and owns.

A. In the above connection, the undersigned Owner shall establish such articles of incorporation, by-laws, or Rules and Regulations affecting The Meadows at River Bend West Lake Owners Association, Inc. as it, in its sole discretion, deems necessary for the future government of The Meadows at River Bend West Lake Owners Association, Inc. After acceptance by the lake lot homeowners, such lake lot homeowners shall have the right to change the articles of incorporation, by-laws or Rules and Regulations of such non-profit corporation by a majority (51%) vote of those owners entitled to vote.

B. The owner of each lake lot, including the undersigned Owner, shall be entitled to one membership for each lake lot owned.

C. After THE MEADOWS AT RIVER BEND WEST LAKE OWNERS ASSOCIATION, INC. has sufficient dues-paying members to generate sufficient income to the Association to meet its annual operating budget and the undersigned Owner is no longer subsidizing any portion of the Association's operating expenses, then, at that point in time, the owner or owners of each lot or site, on which the Association dues are current, shall be entitled to one vote for each such lot or site owned. By way of example, one lot or site shall be entitled to one vote, regardless of the number of owners. Common owners of four lots or building sites would be entitled to four votes, etc. However, as long as the undersigned Owner is required to subsidize the annual operating expenses of the Association,

the undersigned Owner shall be entitled to a sufficient number of votes for each lot it owns in order to maintain control of the Home Owners Association. The undersigned Owner shall, however, relinquish control of the Lake Association on or before January 1, 2012.

D. THE MEADOWS AT RIVER BEND WEST LAKE OWNERS ASSOCIATION, INC. will not own any common areas which would require upkeep and maintenance by the Association except for the common Area "C" and common Area "D" on the recorded plats of THE MEADOWS AT RIVER BEND, SEC. 6, and THE MEADOWS AT RIVER BEND, SEC. 7, and on the recorded plat any common lot or area to be designated in future Phases or Sections of The Meadows at River Bend upon which the lake or pond is to be located. The purpose of The Meadows at River Bend West Lake Owners Association, Inc. is to maintain and beautify said lake and to establish Rules and Regulations as to the permitted use thereof by its members.

E. Upon the formation of The Meadows at River Bend West Lake Owners Association, Inc., the annual initial dues thereon shall be \$120.00 per lot and, in the event an increase in said dues shall be required, said increase in annual dues shall be limited to 10% of the preceding year's dues unless 2/3rds of the members of said Association should approve a greater increase. Unpaid Association dues of any member of the Association shall become a lien upon the lot or lots owned by said member upon the filing by the Association of written notice of the failure to pay said dues with the County Clerk of Oklahoma County, Oklahoma. The Association may foreclose any such lien as authorized by law.

24. Section 22 and Section 23 above each contain punitive provisions regarding delinquent payment of association dues. For the purposes so stated in those sections, a member shall be considered delinquent in both home owners associations if said member is delinquent in either one.

25. These covenants shall run with the land and shall be binding upon all parties and persons and their successor in title until January 1, 2020 at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by a vote of two-thirds of the then record owners of all the lots in this addition, it is agreed such covenants be modified or canceled.

26. The undersigned Owner hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time.

i) to comply with requirements of the Federal National Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or

ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgage covering units.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the undersigned Owner to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of the Declarant to make, execute and record Special Amendments. No Special Amendment made by Declarant shall affect or impair the lien of any first mortgage upon a lot or any warranties made by an owner or first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure or guarantee the first mortgage on such owner's lot.

27. Invalidation of any one of these covenants by judgment of Court Order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

28. Notwithstanding anything herein contained, the undersigned Owner hereby expressly reserves the right to amend these Restrictions insofar as they may or may not apply to subsequent Sections or Phases in The Meadows at River Bend. It being expressly understood that the undersigned Owner, its successors and assigns, may at its sole option elect to impose the above Restrictions on any subsequent Phase or Section of The Meadows at River Bend, or to amend said Restrictions if made applicable to subsequent Sections or Phases, or to impose other Restrictions.

IN WITNESS WHEREOF, the undersigned has executed this Owner's Certificate of Restrictions this 23rd day of August, 2005.

RIVERBEND DEVELOPMENT, L.L.C.,
an Oklahoma Limited Liability Company

By: ~~Newman Investments, L.L.C., Manager~~

By: W. Ray Newman
W. Ray Newman, Manager

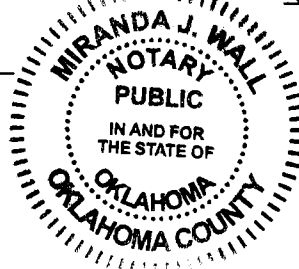
STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

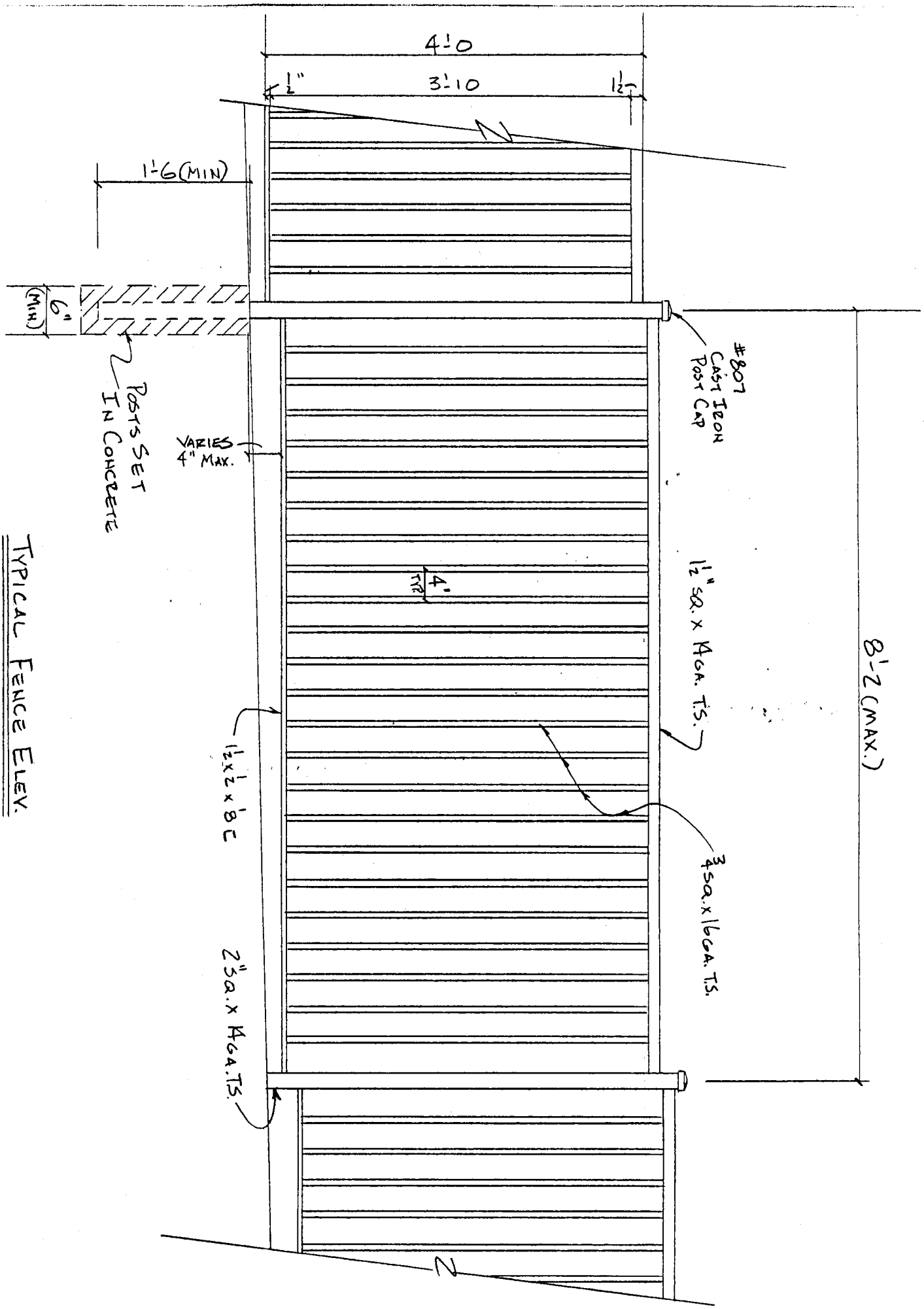
The foregoing instrument was acknowledged before me this 23rd day of August, 2005, by W. Ray Newman, manager of Newman Investments, L.L.C., manager of Riverbend Development, L.L.C., an Oklahoma limited liability company, on behalf of the company.

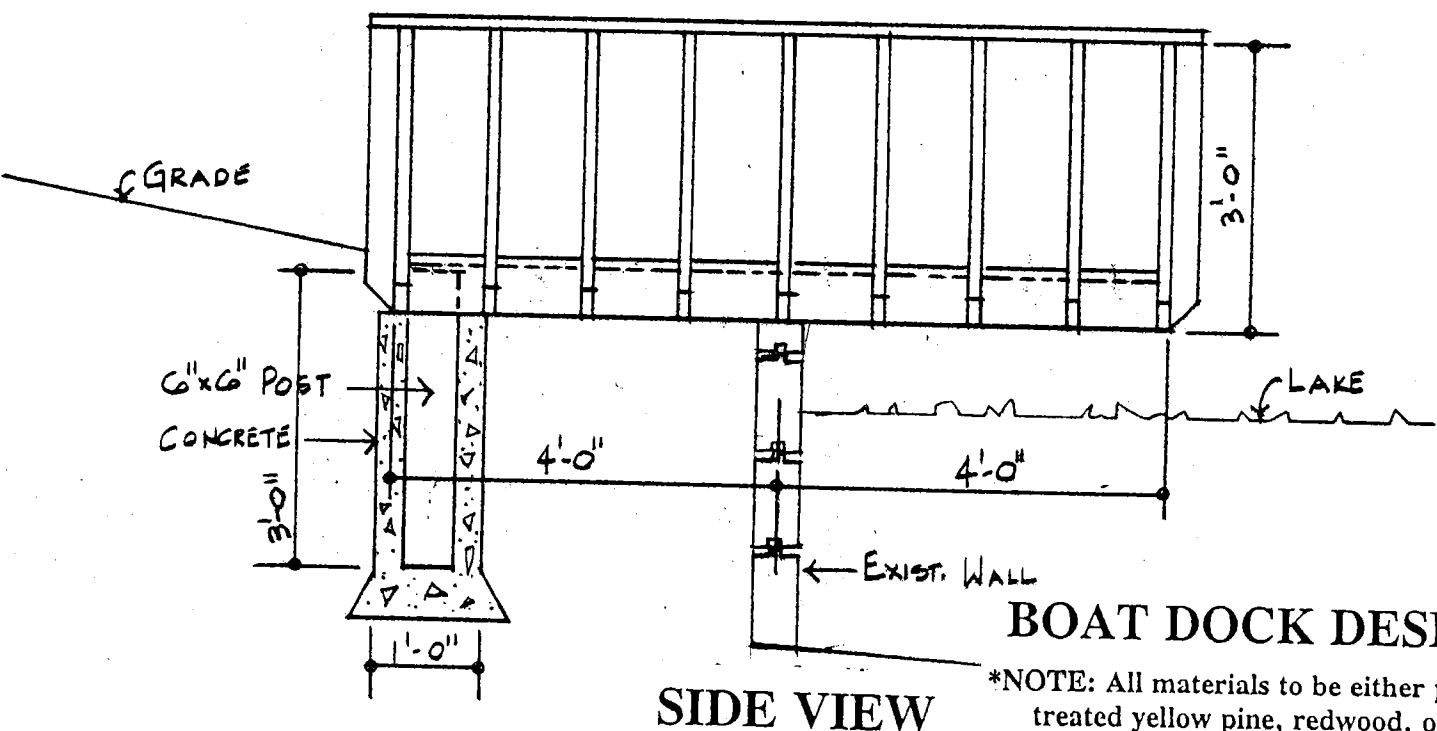
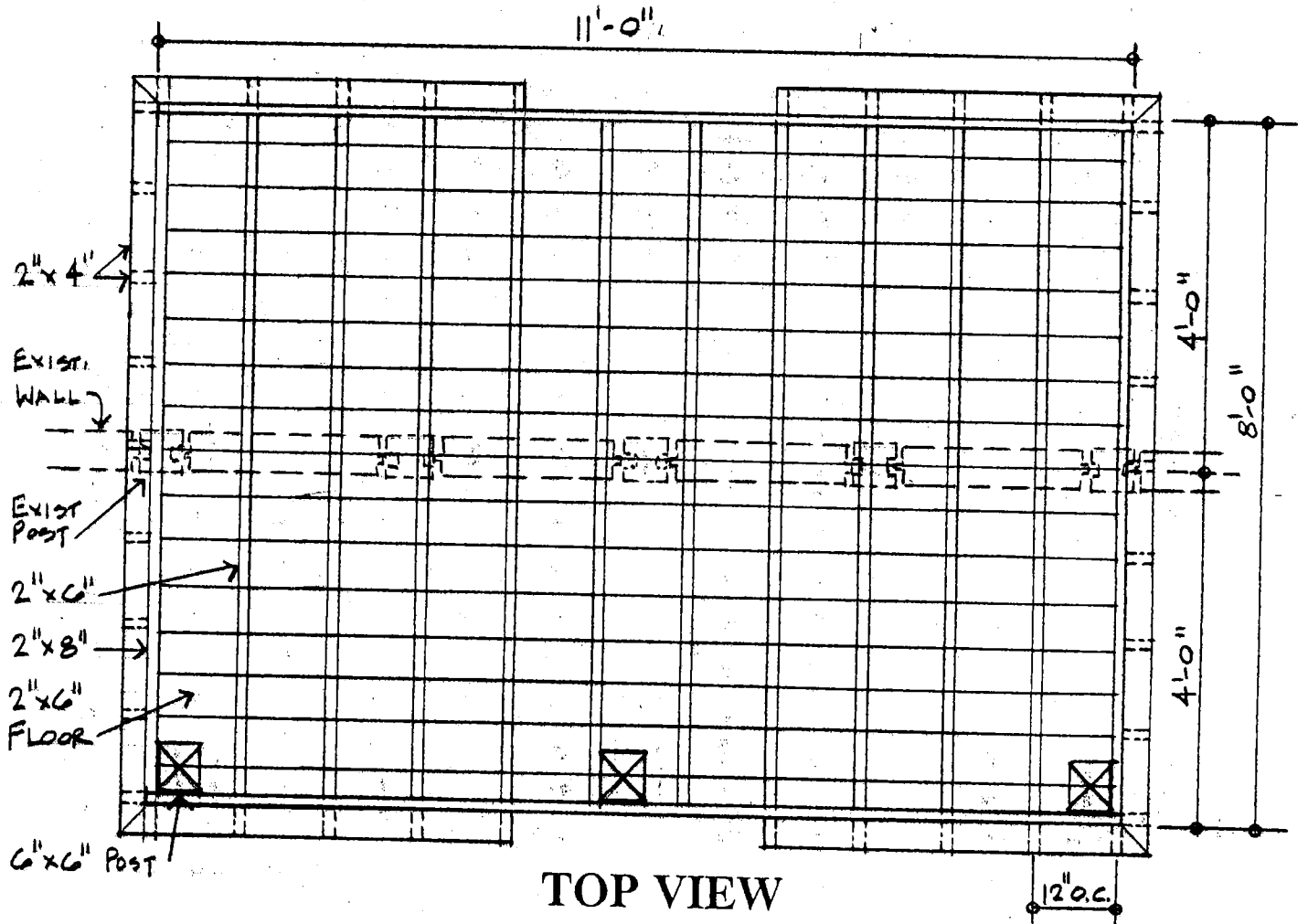
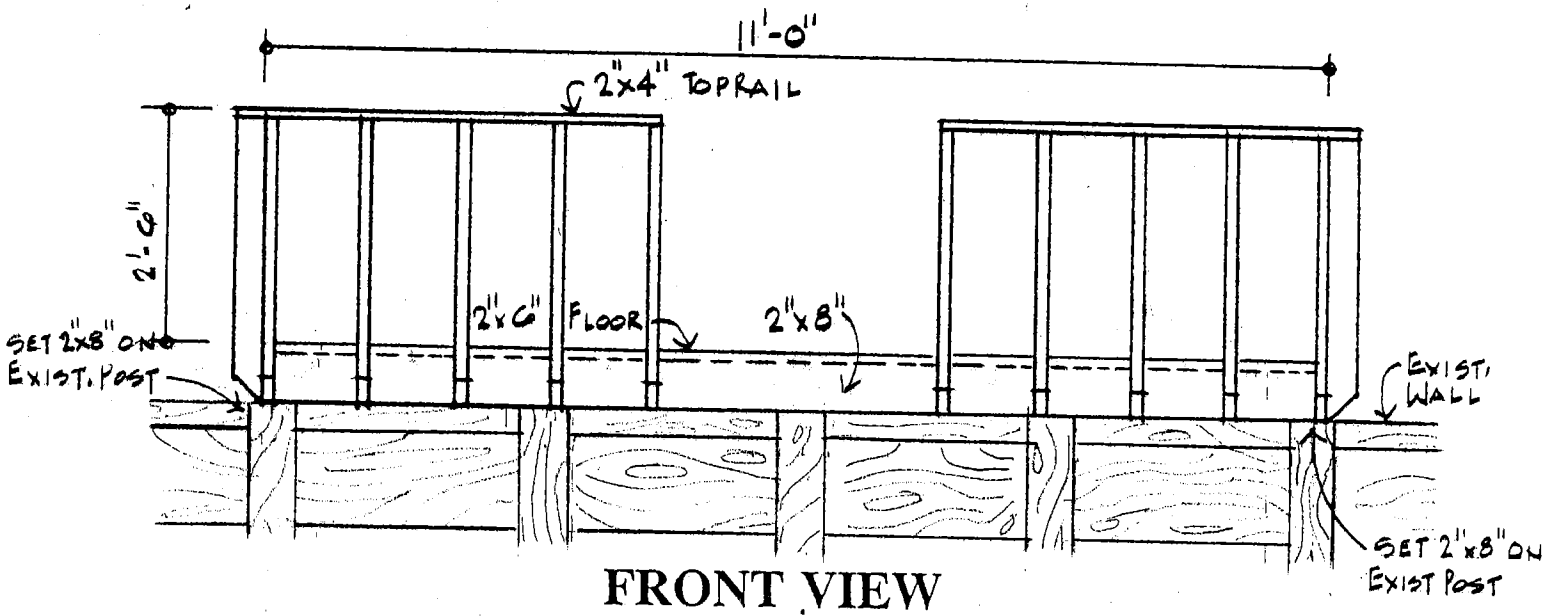
Miranda J. Wall
NOTARY PUBLIC

Commission No. 03002598

My Commission expires: February 25, 2007







BOAT DOCK DESIGN

*NOTE: All materials to be either pressure treated yellow pine, redwood, or cedar.

**RESOLUTION BY BOARD OF DIRECTORS OF
THE MEADOWS HOME OWNERS ASSOCIATION, INC.**

WHEREAS, on or about June 30, 1994 The Meadows Home Owners Association, Inc., (a not for profit corporation) was duly incorporated in the State of Oklahoma; and

WHEREAS, under the Certificate of Incorporation, the members of the Association consisted of every person or entity who is a record owner of a fee or undivided interest in any lot in The Meadows at River Bend, Section 1, and any supplemental declaration thereto; and

WHEREAS, the By-laws of said Association likewise provided the "Properties" consisted of the real property described in the Owner's Certificate of Restrictions of The Meadows at River Bend, Section 1, and such addition thereto as may hereafter be brought within the jurisdiction of the Association; and

WHEREAS, Section 2, 3, 4 and 5 of The Meadows at River Bend have been filed and brought within the jurisdiction of the Association; and,

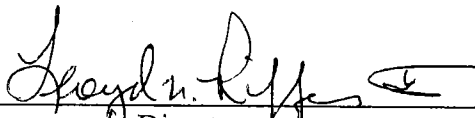
WHEREAS, Sections 1, 2, 3, 4 and 5 of The Meadows at River Bend estimated the total number of lots in the various phases and/or sections of The Meadows at River Bend would be approximately 325, and membership in the Association would be mandatory; and,

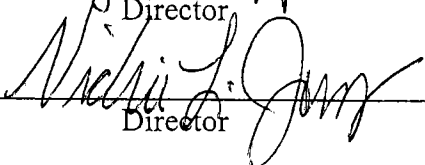
WHEREAS, there is now proposed a Section 6, and other phases and/or sections to The Meadows at River Bend, which when filed will result in more lots than those originally estimated in the Owner's Certificates of Restrictions for the prior section; and,

WHEREAS, it is in the best interest of The Meadows Home Owners Association, Inc. that more members be included in the Association to provide additional dues thereto and to spread the costs associated with the operations of the Association between more members;

NOW, THEREFORE, BE IT RESOLVED that notwithstanding the approximate lot references of 325 contained in the various sections of the Meadows at River Bend, that all lot owners in The Meadows at River Bend, Section 6, and/or in any other phases and/or section of The Meadows at River Bend that may hereinafter be filed be and are hereby authorized to be brought within the jurisdiction of the Association.

Adopted this 5th day of June, 2002.



Director


Director

EXHIBIT " C "

Freddie Foster

Director

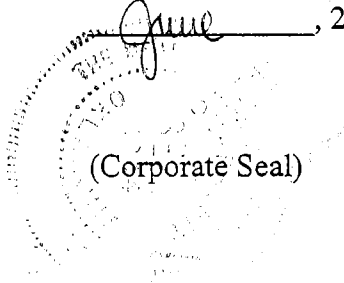
M. E.

Director

Linda McGonnell

Director

The undersigned hereby certifies that the above Resolution was duly adopted by the Board of Directors of The Meadows Home Owners Association, Inc. on the 5th day of June, 2002.



Linda McGonnell

Secretary

4040 N. TULSA
OKLAHOMA CITY, OK 73112

Return to: Riverbend Development LLC., P.O. Box 32205, Okla City, Ok 37123

The Meadows at River Bend, Sec. 7

Being a part of the NW/4 of Section 6,
Township 12 North, Range 4 West, I.M.
Oklahoma City, Oklahoma County, Oklahoma

Doc # 2006177796
Bk 10319
Pg 1890-1891
DATE 12/01/06 15:36:42
Filing Fee \$15.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

**Assignment of Enforcement Rights
Granted in Owners Certificate of Restrictions**

RIVERBEND DEVELOPMENT, L.L.C. is the developer of SEC. 7 OF THE MEADOWS AT RIVER BEND in Oklahoma City, as shown on the plat thereof in Book 63, Page 37, in the office of the County Clerk of Oklahoma County, State of Oklahoma, consisting of Lots 1 through 6, inclusive, Block 30; Lots 1 through 6, inclusive, Block 31; Lots 1 through 28, inclusive, Block 32; Lots 1 through 20, inclusive, Block 33; Lots 1 through 24, inclusive, Block 34; Lots 1 through 21, inclusive, Block 35; and Lots 1 through 14, inclusive, Block 36; Lots 1 through 9, inclusive, Block 37; and Lots 1 through 14, inclusive, Block 38 and Common Area "D". In its capacity as developer, RIVERBEND DEVELOPMENT, LLC, prepared and filed of record the "Owners Certificate of Restrictions" ("the Restrictions") for SEC. 7 OF THE MEADOWS AT RIVER BEND. Said Restrictions were filed in Book 9831, Page 188 et seq. in the office of the County Clerk of Oklahoma County, Oklahoma. Paragraph 20 of the Restrictions for each Section provides as follows:

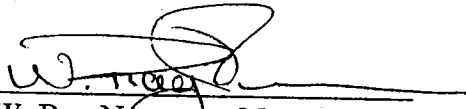
20. Should the owner or tenant of any lot or building site in this addition violate any of the restrictive covenants and/or conditions contained herein and thereafter refuse to correct same and to abide by the same after reasonable notice, then in such event the undersigned owner, any member of the Architectural Committee, or any owner of a lot in said addition (EMPHASIS ADDED) may institute legal proceedings to enjoin, abate and correct such violation or violations, and the owner of the lot or lots permitting the violation of such restrictions and conditions shall pay all attorney fees, court costs and necessary expenses incurred by the person instituting such legal action to maintain and enforce the restrictions and conditions, said attorney fees to be fixed by the court, and it is further agreed that the amount of the attorney fees, costs, expenses and damages, if any, assessed by the court for the aforesaid violation or violations shall become a lien upon the land as of the date of the institution of such proceedings, and such lien shall be subject to foreclosure in such action as brought to enforce such restrictions, in the same manner as liens of real estate, the procedure of which is fixed by statute.

RIVERBEND DEVELOPMENT, L.L.C., by execution of this Assignment document, does hereby assign to THE MEADOWS HOME OWNERS ASSOCIATION, INC. the rights granted under Paragraph 20 above to institute legal proceedings to enjoin, abate and correct violations of the Restrictions. This Assignment shall pertain only to the right to enforce violations of the Restrictions and no other rights are assigned. More specifically, the power of the Architectural

C-154939

Committee to approve plans for initial construction which is granted by the Restrictions is not assigned by this document.

RIVERBEND DEVELOPMENT, L.L.C.
an Oklahoma Limited Liability Company
BY: NEWMAN INVESTMENTS, L.L.C., Manager Member

By: 
W. Ray Newman, Manager

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF Oklahoma, COUNTY OF Oklahoma: SS

On this 28th day of November, AD 2006, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared W. Ray Newman, to me known to be the identical person(s) who signed the name of the maker thereof to the within and foregoing instrument as Manager of Newman Investments, L.L.C., Manager of Riverbend Development, L.L.C., 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 said RIVERBEND DEVELOPMENT, L.L.C. for the uses and purposes therein set forth.

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

Notary Public: Muanda J. Wall
My Commission expires: February 25, 2007
Commission No: 03002598

