

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HIDDEN PINES ESTATES ADDITION**

This Declaration is made this 11th day of January, 2018, by the undersigned for the purpose of providing an orderly development of the hereinafter described property and for the purpose of providing adequate restrictive covenants for the benefit of the Declarant (Willbrook, LLC) and its successors in title to the property.

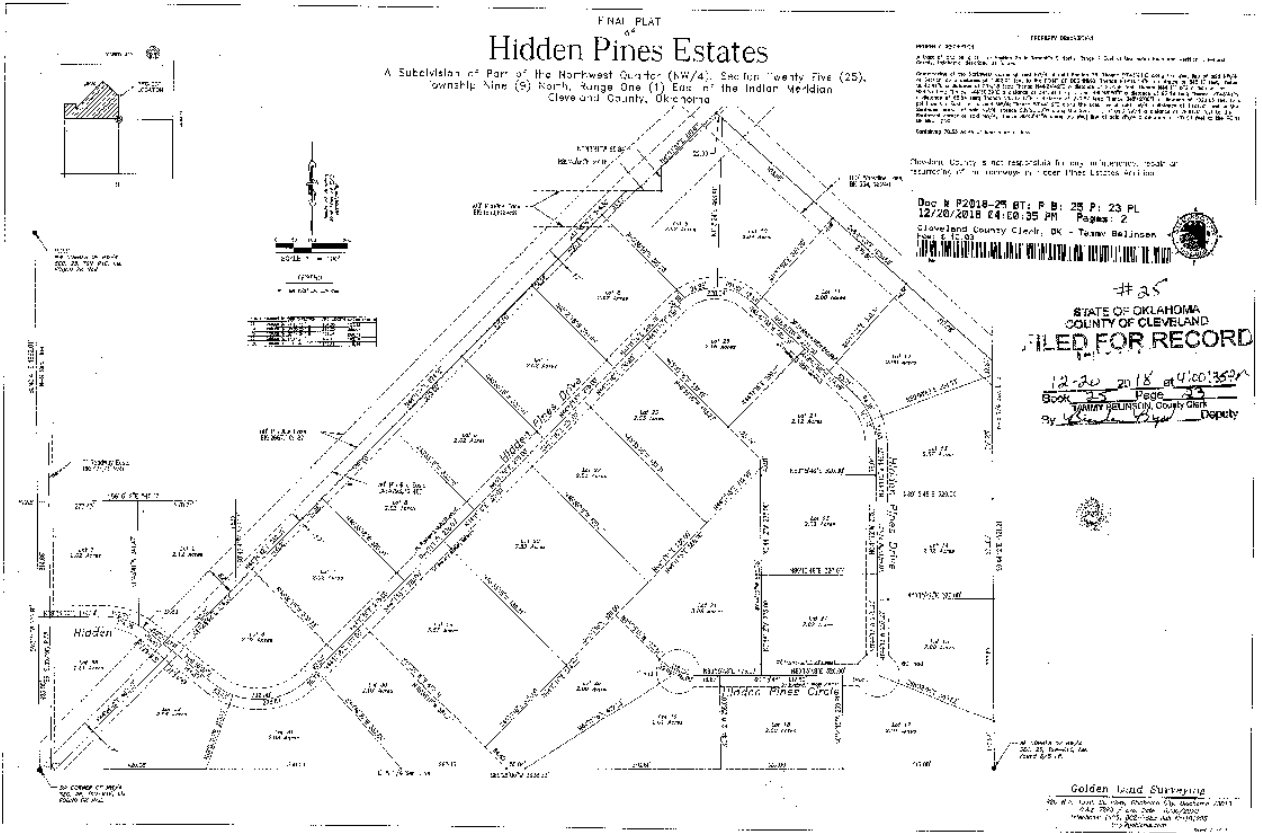
The property which is the subject of the Declaration (the "Property") is described as follows:

A Subdivision of Part of the Northwest Quarter (NW/4) Section Twenty Five (25), Township Nine (9) North, Range One (1) East of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

Commencing at the Northwest corner of said NW/4 of said Section 25; Thence S0°43'41"E along the West line of said NW/4 of Section 25 a distance of 1892.01 feet to the POINT OF BEGINNING; Thence N89°16'19"E a distance of 548.17 feet; Thence S0°43'41"E a distance of 234.18 feet; Thence N44°24'42"E a distance of 262.39 feet; Thence N44°11'16"E a distance of 924.25 feet; Thence N44°30'39"E a distance of 344.30 feet; Thence N89°45'50"E a distance of 97.18 feet; Thence N0°43'41"W a distance of 65.84 feet; Thence N45°17'07"E a distance of 210.67 feet; Thence S48°42'08"E a distance of 1020.65 feet to a point on the East line of said NW/4; Thence S0°44'12"E along the East line of said NW/4 a distance of 1121.21 feet to the Southeast corner of said NW/4; Thence S89°26'00"W along the South line of said NW/4 a distance of 2638.33 feet to the Southwest corner of said NW/4; Thence N0°43'41"W along the West line of said NW/4 a distance of 737.91 feet to the POINT OF BEGINNING;

Located in Cleveland County, State of Oklahoma. See EXHIBIT A.

EXHIBIT A



ARTICLE ONE

Section 1.01: The name of the Association is Hidden Pines Estates Home Owners Association and incorporated association (hereinafter called the "Association").

Section 1.02: For convenience purposes only, this document shall hereafter be referred to as the "Declaration".

ARTICLE TWO

Section 2.01: WILLBROOK, LLC, an Oklahoma limited liability company, whose address is P.O. Box 30057, Edmond, Oklahoma 73003, is hereby appointed the registered service agent of the Association.

ARTICLE THREE

DEFINITIONS

Section 3.01: The following words when used in the Declaration or any supplemental Declaration (unless context shall so prohibit), shall have the following meanings:

- A. "Association" shall mean and refer to; Hidden Pines Estates Home Owners Association, an incorporated association, under the laws of the State of Oklahoma, its successors and assigns.
- B. "Property" or "Properties" shall mean and refer to a part or all real estate now a part of or subsequently annexed and brought within the jurisdiction of the association and subject to assessment by the association.
- C. "Private Road" or "Private Street" shall refer to the Private Roads which may be owned or controlled for the common use and enjoyment for the members of the association.
- D. "Private Roadway" shall refer to all of the private roads and utility easements located anywhere on the property.
- E. "Drainage Channels" shall mean those areas where an easement for drainage purposes is reserved on any Lot on Property.
- F. "Lot" or "Lots" shall mean and refer to all Lots on EXHIBIT A including Lots One (1) through Thirty-three (33), a recorded subdivision in Cleveland County.
- G. "Member" shall mean and refer to every person and/or entity that holds membership in the Association.
- H. "Person" and/or "Member" shall mean an individual, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

I. "Declarant" and/or "Developer" shall refer to WILLBROOK, LLC its successors and assigns.

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

K. "Trustee" and/or "Director" shall be synonymous in reference to the individuals serving on the Committee or Board governing the Association.

L. "Committee" and/or "Board" shall be synonymous in reference to the governing of the Association.

ARTICLE FOUR FUTURE INTENT AND GENERAL AGREEMENTS

Section 4.01: The Hidden Pines Estates Home Owners Association is an incorporated, non-profit Association corporation under the laws and statutes of the State of Oklahoma, to be known as: Hidden Pines Estates Home Owners Association in which the by-laws will contain all the rules, regulations and bylaws of the incorporated association.

Section 4.02: Lots -1-33, as well as other lots shown on EXHIBIT A.

Section 4.03: No tract or lot, as indicated and numbered on EXHIBIT A Cleveland County, Oklahoma, shall have more than One (1) residence, home, living quarter, etc.

Section 4.04: The minimum square footage for all homes shall be 1,200 square feet.

Section 4.05: No mobile homes shall be allowed.

Section 4.06: No Structure shall be located on any residential building lot nearer than seventy-five feet (75) from the center line of the road.

Section 4.07: Exterior front of the homes to be at least 25% brick or stone.

Section 4.08: General purpose farm, garden and nursery, provided that any crop or product grown or produced on the premises is not sold on or near the lot where it is produced.

Section 4.09 Livestock will be restricted to one livestock animal per one acre of land owned by the homeowner. Livestock is defined as horses, mares, mules, jacks, jennies, colts, cows, calves, yearlings, bulls, sheep, goats, lambs, kids, hogs, and pigs.

Section 4.10: Fowl will be restricted to ten (10) fowl per every one (1) lot.

Section 4.11: Property is to be kept clean and free at all times from all litter, debris, junk, trash or unsightliness. Any articles considered to be unsightly or junky shall be kept within an

out-building or placed on the back 150' of the property line. "Unsightly" is to be determined by simple majority of all landowners whose property is within 1,500' of subject property.

Section 4.12: Should the owner or tenant of any lot, block or lots or building sites in this addition violate any of the restrictive covenants contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein after reasonable notice has been served, the in such event, any owner who is the subject of any proceedings to enjoin, abate, or correct such violation or violations of such restriction or conditions, shall pay all attorney's fees, court costs and other expenses allowed and assessed by the court for the aforesaid violation or violations and such award or judgment shall become a lien upon the land, and said lien will be subject to foreclosure as provided by law.

ARTICLE FIVE MEMBERSHIP IN THE ASSOCIATION

Section 5.01: Every person who is purchasing by contract or is a record owner of an undivided fee interest in any single-family residential and multi-family residential lot covered by the Declaration and any future Declaration covering all or any part of the Property subsequently included which is subject to this Declaration shall be a member of the Association. This foregoing is not intended to include persons or entities that hold an interest merely in security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

ARTICLE SIX USE AND MANAGEMENT OF THE DRAINAGE CHANNELS EASEMENTS AND PRIVATE ROADWAYS

Section 6.01: The Association shall control, maintain, manage and improve the Drainage Channels as well as all common Private Roads within the aforementioned Property and all Property subsequently made as part of this Declaration all of which shall be subject to the Association's control and management which shall be exclusive

Section 6.02: The Board of Directors (Trustees) of the Association may from time to time establish rules and regulations governing the use of all Drainage Channels and Private Roads within said addition as to all owners, members of, .and family and guests, provided that such rules and regulations that may from time to time be adopted shall be uniform as to all members of the Association.

ARTICLE SEVEN
MEMBERSHIP, VOTING RIGHTS AND AMENDMENTS IN THE ASSOCIATION

Section 7.01: Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 7.02: The Association shall have two classes of voting membership.

Class A. "Class A Members" shall be all owners with the exception of the Declarant and shall be entitled to one vote for each residence owned. When more than one person holds an interest in any residence, all such persons shall be members. The vote for such residence shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any residence. Votes are not determined by lots owned but by residences.

Class B. "Class B Members" shall be the Declarant who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A Membership on the occurrence of either of the following events, whichever occurs earlier:

a When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B membership, or

b January 1, 2028.

Section 7.03: Notwithstanding anything else contained herein to the contrary, for as long as "Class B" membership exists, any and every time a vote of the members is taken, then the vote shall be based upon all votes cast by the "Class A" members and the votes cast by the "Class B" members to arrive at a cumulative total vote. After counting all votes cast by both "Class A" and "Class B" members, it shall then be determined whether or not the issue voted upon passed or failed by majority vote. Once "Class B" membership no longer exists, then all votes shall be determined by majority vote of the "Class A" members only.

Section 7.04 Amendment by Declarant. Notwithstanding anything else contained herein to the contrary, so long as Declarant owns one (1) Lot, Declarant may unilaterally amend this Declaration for any purpose, without having to first (1) give notice to, or (2) obtain the consent of the Members, the Board, the Association, or any owners.

Section 7.05 Except as otherwise provided in Section 7.04 above, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, representing seventy-five percent (75%) of the Members, including Declarant, to the extent it owns Lots. Notwithstanding the above, the percentage of votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Section 7.06 Validity and Effective Date of Amendments. Amendments to this Declaration shall become effective upon recordation in the Official Records unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within three (3) months of its recordation or such amendment shall be presumed to have been validly adopted. A change of conditions or circumstances shall not operate to amend any provisions of this Declaration. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment may remove, revoke, or modify any Declarant, or the assignee of such right or privilege, as long as Declarant owns any portion of the Property or has the unilateral right to annex property.

ARTICLE EIGHT COVENANT FOR MAINTENANCE ASSESSMENTS

Section 8.01: Each owner of any residence or property within the addition or any subsequently added area, by acceptance of a deed to a property or a contract to purchase a property, whether or not it shall be so expressed in such deed or contract, covenants, and is deemed to covenant and agree to pay the Association as follows:

(1) Annual assessments or charges, and (2) special assessments for capital improvements to the Drainage Channels and Private Roads within the addition, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on and run with the land and shall be the personal obligation of the person who was the owner of such property at the time when the assessments were assessed. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by such successors.

Section 8.02: The assessments levied by the Association shall be used to maintain the health, safety and welfare of the residents in the addition for the improvement and maintenance of the Drainage Channels and Private Roadways.

Section 8.03: The assessment shall begin at the date of the purchase and be paid at that time for the calendar year, based upon a Two Hundred Dollar (\$200.00) annual fee. The annual assessment shall remain at Two Hundred Dollars (\$200.00) per year unless changed by a two-thirds (2/3rds) majority vote of the association. The assessment shall be equal for each residence within the addition and shall not be computed on any other factor, irrespective of total lot area and/or road frontage. The annual assessment as above stated shall be known as the Base Factor.

(a) From and after January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual Base Factor may be increased each year not more than 10% above the maximum Base Factor for the previous year without a majority vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual Base Factor may be increased above 10% by a vote of two thirds (2/3rds) the members as provided herein.

Section 8.04: In addition to the annual assessment authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a Drainage Channel and/or common Private Road, provided that any such assessment shall have the consent of two thirds (2/3rds) of the votes of each class members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 8.05: Written notice of any meeting called for the purpose of taking any action authorized under Section 8.03 and 8.04 shall be sent to all members not less than 15 days no more than 30 days in advance of the meeting. At the first meeting called, the presence of members or by proxy, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be thirty percent (30%) of all members or by proxy. No such subsequent meeting shall be held more than 30 days following the preceding meeting.

Section 8.06: The annual assessments provided herein shall commence as to all lots on the date of purchase. The Board of Directors shall fix the amount of any special assessment against each lot at least Thirty (30) Days in advance of each assessment period. Written notice of the assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors and/or Trustees. The Association shall, upon demand, and within a reasonable time, furnish a certificate signed by and officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8.07: Notwithstanding the foregoing, monies expended by the Declarant during any assessment period in establishing and maintaining the Drainage Channels and common Private Roads within the addition shall be applied as credits to the sums otherwise owed by the Declarant to the Association hereunder as annual maintenance or special assessment for the same period. Should the amounts so expended by the Declarant in any assessment period exceed the assessments against the Declarant for that period, the difference shall be carried over and applied as credits in the succeeding period or periods.

Section 8.08: Any assessment not paid within Thirty (30) Days after the due date shall bear interest from the due date at the rate of ten percent per annum (10%) until paid. The Association may bring an action at law against the title record owner to pay the same, and may foreclose the lien against the Property. No owner may waive or otherwise avoid or deny liability for the assessments provided for herein by non-use of the Drainage Channels and common Private Roadways or abandonment of his lot. All owners agree that any such action may be brought by the Association in its name as the real parties in interest without each member of the Association being specifically joined therein as plaintiff or defendant.

Section 8.09: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect or discharge the assessment

lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien as to payments which became due prior to such sale or transfer.

Section 8.10: All Properties dedicated to, and accepted by, a local public authority shall be exempt from the assessments created herein.

ARTICLE NINE PURPOSES AND BY-LAWS OF THE ASSOCIATION

Section 9.01: The purposes for which the Association is formed are hereinabove set forth as well as hereinafter described and shall be governed by the by-laws, rules and regulations set forth herein or as hereinafter adopted by the Board of Directors/Trustees of the Association.

Section 9.02: (a) Regular meetings. A regular meeting of the members shall be held by the Association at least once a year for the purpose of electing a Board of Directors/Trustees and transacting such other business as may come before the meeting. The first meeting will be determined by the Declarant.

Section 9.02: (b) Notice of regular meeting. Notice of each regular meeting of the members shall be given. Such notice must state the time and place of the meeting, and that the purpose thereof are the election of a Board of Directors/Trustees and the transaction of such other business as may come before the meeting, a copy thereof shall be mailed to each member of the Association; such notices shall be deposited in an Oklahoma post office with postage prepaid, at least 15 days prior to the time for holding such meeting.

Section 9.02: (c) Special meetings. Except where otherwise prescribed by law or elsewhere in these restrictions and covenants, a special meeting of the members may be called at any time by the President, or by the Board of Directors/Trustees or by members of the Association having no less than ten votes.

Section 9.02: (d) Notice of special meetings. Notice of each special meeting of the members shall be given. Such notices must state the time and place of the meeting, and the business to be transacted at the meeting; a copy thereof shall be mailed to each member of the Association; such notice shall be posted at the entrance of the neighborhood at least 7 days prior to the time for holding such meeting.

Section 9.02: (e) Place of meeting. All meetings shall be held in Cleveland County, Oklahoma, preferably within the addition.

Section 9.03: (a) Number. The Association powers, business and property, both real and personal, shall be exercised, conducted and controlled by a Board of Directors/Trustees of three members. The Board of Directors may also be known as a Board of Trustees and the use of directors and/or trustees shall be synonymous.

Section 9.03: (b) Election. The trustees or directors shall be elected annually at the regular annual meeting of the members from the membership of the Association, commencing with the year 2018. The initial directors, upon the commencement of the Association, shall be appointed by the Declarant. The individuals who own interests in the Declarant shall be eligible for this office.

Section 9.03: (c) Vacancies. Vacancies in the Board of Directors shall be filled by the other directors in office; and such persons shall hold office until the election of their successor by the members. Any director who ceases to be a member or who breaches or becomes in default of any contract or agreement with the Association, or who as an owner of property and/or a residence breaches becomes in default of this Declaration, shall cease to be a member of the board as soon as a majority of the board passes a resolution to such effect. The vacancy caused thereby shall be filled by the directors.

Section 9.03: (d) First meeting of directors or trustees. Immediately after each election of directors the newly elected directors shall hold a regular meeting and shall elect a president, a vice president, and a secretary and treasurer, and transact any other business deemed necessary.

Section 9.03: (e) Regular meetings of trustees. In addition to the special meetings mentioned, a regular meeting of the board of directors or trustees shall be held in Cleveland County, Oklahoma, at such time and place as the board may direct, but not less than every six months.

Section 9.03: (f) Special Meetings. A special meeting of the board of directors shall be held whenever called by the president or by a majority of the directors. Any and all business may be transacted at a special meeting. Each call for a special meeting shall be in writing, signed by the person or persons making the same, addressed and delivered to the secretary, and shall state the time and place of the meeting.

Section 9.03: (g) Notice of regular or special meetings. Notice of regular or special meetings shall be mailed to each director at least 10 days prior to the time set for the meeting unless specifically waived.

Section 9.03: (h) Quorum. Two directors shall constitute a quorum of the board at all meetings and the affirmative vote of at least two directors shall be necessary to pass any resolution or authorize any Association Act.

Section 9.03: (i) Compensation. Each member of the board of directors shall receive no compensation, but may by resolution be refunded any actual expenses incurred in the performance of the duties and obligations as such on behalf of the Association.

Section 9.04: Powers of Directors or Trustees. The Directors/Trustees shall have the power:

Section 9.04: (a) To call special meetings of the members when they deem it necessary and they shall call a meeting any time upon the written request of 10 of the members of the Association.

Section 9.04: (b) To appoint and remove at pleasure, all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require from them, if advisable, security for faithful service.

Section 9.04: (c) To select one or more banks to act as depository of the funds of the Association and determine the manner of receiving, depositing and disbursing the funds and the form of checks and the person or persons by whom same shall be signed, with the power to change such banks and the person or persons signing said checks and the forms thereof at will, provided all withdrawals shall require the signature of not less than two officers of the Association.

Section 9.04: (d) To conduct, manage and control the affairs and business of the Association and to make rules and regulations for the guidance of the officers and management of its affairs.

Section 9.04: (e) To control, maintain, manage and improve the Drainage Channels as well as the common Private Roads within the property as hereinbefore described, and to enforce all covenants contained herein and applicable to said addition for the maintenance, assessment and the collection as well as the enforcement of collection thereof against all persons and property liable therefore, as specifically provided in these covenants and restrictions.

Section 9.05: Duties of Directors or Trustees. It shall be the duty of the board of directors or trustees:

Section 9.05: (a) To keep a complete record of all its acts and of the proceedings of its meetings, and to present a full statement at the regular meetings of the members, showing in detail the condition of the affairs of the Association.

Section 9.05: (b) To determine the maintenance assessment or assessments, to collect same as well as enforce legal proceedings if necessary, the collection of the same against all persons or property liable therefore.

Section 9.05: (c) To control, maintain, manage and improve as determined reasonable and necessary for the preservation, upkeep as well as the natural protection and convenience of all members of the Association of the Drainage Channels and the common Private Roadways within said addition.

Section 9.05: (d) To do all things necessary and incidental to the keeping and carrying out of the purposes, affairs and interests of the Association.

Section 9.06: The officers of the Association shall be a president, vice president, secretary and treasurer, together with any other administration officers which the board of directors may see fit in its discretion to provide for by resolution entered upon its minutes.

Section 9.07: The President. If at any time the president shall be unable to act, the vice president shall take his/her place and perform his/her duties; and if the vice president shall be

unable to act, the board shall appoint a director to do so. The president or such vice president or director:

Section 9.07: (a) shall preside over all meetings of the members and directors.

Section 9.07: (b) shall sign, as president on behalf of the Association, all contracts and instruments which have been first approved by the Board of Directors/Trustees.

Section 9.07: (c) shall call the directors together whenever he/she deems it necessary, and subject to the majority vote of the directors, shall discharge such other duties as may be required of him/her by these by-laws or by the board.

Section 9.08: Secretary and Treasurer. It shall be the duty of the secretary and treasurer:

Section 9.08: (a) To keep record of the proceedings of the meeting of the board of directors and of the members.

Section 9.08: (b) To affix his/her signature, together with any Association seal if one is adopted by the board of directors, in attestation of all record, contracts, and other papers requiring such seal and/or attestation.

Section 9.08: (c) To keep a proper membership book, showing the name and addresses of each member of the Association, the number of votes of such member, the effective membership, cancellation, or transfer.

Section 9.08: (d) To keep a record of all assessments, the name and address of the person(s) liable therefore, as well as a description of the real property against which such assessments constitutes a lien, and all payments thereof or made thereon.

Section 9.08: (e) To receive and deposit all funds of the Association, to pay out funds as authorized by the Board of Directors, and account for all receipts, disbursements and balance on hand.

Section 9.08: (f) To furnish a bond in such form and in such amount as the board of directors may from time to time require, if any.

Section 9.08: (g) To discharge such other duties as pertain to his/her, office or may be prescribed by the board of directors.

Section 9.08: (h) To mail all notices of meeting as required by the by-laws.

