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 State of Oklahoma
 County of Oklahoma
 Oklahoma County Clerk
 Carolynn Gaudill

WHEN RECORDED MAIL TO:

DECLARATION OF
 COVENANTS, CONDITIONS AND
 RESTRICTIONS OF HAWTHORN ADDITION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, HAWTHORN VILLAGE, L.L.C., hereafter referred to as the "Declarant," is the owner of certain land and improvements in Oklahoma County, Oklahoma, which land is more fully described on the attached "Exhibit A," incorporated herein and which has been platted as Hawthorn Addition to the City of The Village, Oklahoma;

WHEREAS, the land has been approved as a planned urban development by the City of The Village and, as such, is subject to a PUD Design Statement (as defined below);

WHEREAS, Declarant desires to submit the land and improvements constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. §§ 851-855, as amended); and

WHEREAS, Declarant owns certain land adjacent to the land described in Exhibit "A" that may subsequently be platted, developed and subjected to the terms of this Declaration as provided herein.

NOW, THEREFORE, Declarant does hereby publish and declare that the Real Estate Development (as defined below) is hereby subjected to the conditions, covenants, and restrictions herein set forth to be established upon the recording hereof, in accordance with and subject to the provisions of the statutes of the State of Oklahoma, and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the Real Estate (as defined below) and shall be for the use and benefit of the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the Real Estate Development, or any portion thereof.

1. Definitions. Unless the context shall expressly provide otherwise:

1.1 “ACC” means the Architectural Control Committee established pursuant to Section 4 of this Declaration.

1.2 “Association” means HAWTHORN Association, Inc., an Oklahoma corporation, its successors and assigns, the members of which shall be all of the owners of the Lots in the HAWTHORN Addition.

1.3 “Board” means, at any time, the then serving Board of Directors of the Association.

1.4 “Building” means one or more of the building improvements lying within the Real Estate.

1.5 “Bylaws” means the bylaws of the Association, as the same may be amended from time to time.

1.6 “Common Elements” means all portions of the Real Estate Development other than (i) the Lots and improvements on the Lots and (ii) publicly dedicated real property, and improvements thereon. The Common Elements are identified on the Plat and shall be referred herein by the designations of such Common Elements shown on the Plat.

1.7 “Common Expenses” means and includes expenses for maintenance, replacement, repair, operation, improvements, management and administration, and expenses declared Common Expenses by the provisions of this Declaration or the Bylaws.

1.8 “Declarant” shall mean and refer to Hawthorn Village, L.L.C. and its successors and assigns.

1.9 “Declaration” means this Declaration of Covenants and Conditions, as the same may be amended from time to time.

1.10 “General Common Elements” means all Common Elements other than the Limited Common Elements.

1.11 “Limited Common Elements” means, as to Phase I, the tracts designated as Common Elements D through K and the improvements thereon. As to any portion of Phase II subjected hereto, the Limited Common Elements will be identified as the Plat and Supplemental Declaration filed in accordance with Section 20 hereof.

1.12 “Lot” means a portion of the Real Estate Development designated for separate ownership for residential use, the boundaries of which are the lot lines as shown on the Plat.

1.13 “Owner” means the owner of one or more Lots.

1.14 “Person” means a natural person, corporation, partnership, association, trust, limited liability company or other entity.

1.15 “Phase I” means the tract of real estate described on Exhibit “A” hereto.

1.16 “Phase II” means the tract of real estate described on Exhibit “B” hereto, all or any portion of which may be subjected to this Declaration as provided in Section 20 hereof.

1.17 “Plat” means the plat of the Real Estate, being the Final Plat of Hawthorn Addition, filed in the office of the County Clerk of Oklahoma County, Oklahoma and recorded in Book 69 of Plats, at Page 23 and, if any portion of Phase II is subjected hereto by the filing of a Plat and a Supplemental Declaration as provided in Section Article 20, the recorded Plat of such property.

1.18 “PUD Design Statement” means the Design Statement for the Real Estate Development approved by the City of The Village, and as amended from time to time.

1.19 “Real Estate” means the real estate described at “Exhibit A” platted as Hawthorn Addition, an addition to the Village, Oklahoma County, Oklahoma, according to the Plat, and, from the time a Plat and Supplemental Declaration are filed as provided in Section 20 hereof, any portion of Phase II that is subjected hereto by such Plat and Supplemental Declaration.

1.20 “Real Estate Development” means the Real Estate and all Buildings and other Improvements thereon.

1.21 “Rules” shall mean the Rules and Regulations of the Association, as amended from time to time.

1.22 “Visible From Neighboring Property” shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of any neighboring property at an elevation of no greater than the elevation of the base of the object being viewed.

2. Use of Common Elements.

2.1 Owner’s Nonexclusive Easement Over General Common Elements; Limitations. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the General Common Elements, which shall be appurtenant to and shall pass with the title to the Lot of such Owner. The easement set forth in this Section 2.1 shall be subject to the following rights:

(a) The right of the public to use Common Element A, which shall be maintained as a greenbelt (with certain portions improved with drainage facilities) and remain open to the public.

(b) The nonexclusive right and easement of the Association to make such use of the Real Estate Development as may be necessary or appropriate for the performance of the duties and functions it is obligated or permitted to perform under this Declaration. As provided in Section 3, the Association, in its sole discretion, may from time to time grant easements and rights of-way on, across, under and over the General Common Elements to any

municipal corporation or public utility company, or other entity providing water, sewer, gas, electricity, telephone cable television, or other similar service to the Real Estate Development.

(c) The right of the Association to make reasonable Rules regarding the use of the General Common Elements.

(d) The right of the Association, in accordance with its Bylaws, to borrow money for the purpose of performing its duties and functions it is obligated or permitted to perform under this Declaration and, in aid thereof, to mortgage the General Common Elements.

(e) The right of the Association to take such steps as are reasonably necessary to protect the General Common Elements against foreclosure.

(f) The rights reserved in this Declaration to Declarant (for, among other things, Common Element improvements), Owners, other persons and the Association.

2.2 Owner's Nonexclusive Easement Over Limited Common Elements; Limitations. Each Limited Common Element in Phase I will be improved with a drive serving the Lots abutting such drive. The Owner of each Lot abutting any Limited Common Element in Phase I shall have a nonexclusive right and easement of enjoyment over and across such Limited Common Element to utilize the same for ingress and egress to such Owner's Lot, which shall be appurtenant to and shall pass with title to any such Lot. No Owner shall use any such Limited Common Element in Phase I in a manner to impair its utility to other Owners having an easement over the same. The easement set forth in this Section 2.2 shall be subject to the following rights:

(a) The right of the Association to make reasonable Rules regarding the Limited Common Elements.

(b) The right reserved in this Declaration to Declarant (for, among other things, Common Element Improvements), Owners, other persons and the Association.

2.3 Delegation of Use: Nonresident Owner. Any Owner may delegate his right of enjoyment of the Common Elements to the members of his family, to his tenants, to a reasonable number of guests or to contract purchasers who may reside on such Owner's Lot. Use of Common Elements by all such persons shall be subject to this Declaration and the Rules. Any Owner not residing on his Lot may not have a right of enjoyment of any Common Elements except as provided otherwise by this Declaration or the Rules.

3. Easements Across Common Elements.

3.1 Lot Access Easement. Each Owner shall have a nonexclusive easement in, on and through the General Common Elements for access to said Owner's Lot.

3.2 Blanket Easements for Utilities or Police, Fire, Etc. There is hereby created a blanket easement in, on, through, upon, across, over and under all of the Common

Elements for ingress and egress, installation, replacement, repair and maintenance of all Common Element improvements and all utilities, including, but not limited to, water, sewer, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the utility providing service to erect and maintain the necessary poles, underground lines, and other necessary equipment on said Common Elements and to affix and maintain wires, circuits, and conduits on, above, across and under the roof and exterior walls of the buildings, if any, upon the Common Elements. An easement is further granted to all police, fire protection and ambulance personnel, and all similar persons to enter upon the Common Elements in the performance of their duties. Notwithstanding anything contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Common Elements except as approved by Declarant or the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement, Declarant or the association may grant such an easement to the Common Elements by a separate recorded instrument without conflicting with the terms hereof and without consent of the Owners being required. The easements provided for in this paragraph shall in no way affect any other recorded easement to said Common Elements.

3.3 Improvement, Maintenance and Repair of Common Elements. An easement is hereby granted to the Declarant to enter in, onto, above, across or under the Common Elements and any Lot to undertake improvements and perform, maintenance and repair to the Common Elements.

3.4 Easements Deemed Appurtenant. The easements and rights in this Section 3 created for an Owner shall be appurtenant to the Lot of that Owner, and all conveyances and instruments affecting title to a Lot shall be deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appears.

4. Use and Occupancy. After the initial sale or transfer of a Lot by Declarant, such Lot shall thereafter be used and occupied only for one (1) single family residence, such occupancy to be by the Owner, by the Owner's family, the Owner's tenants or the Owner's guests. No additional structure shall be constructed or placed on any Lot for use as a living quarters nor shall any approved building such as a cabana or out building be used or converted to living quarters, whether temporary or permanent.

4.1 Declarant Business Office; Model Lots. Declarant and its employees, representatives, and agents may maintain a business and sales office, model homes, and other sales facilities necessary or required until all of the Lots are sold.

4.2 Offensive or Noxious Use. The Owner of any Lot shall not use or allow the use of such Lot or the Common Elements for any purpose which will be noxious, offensive or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority.

4.3 Mineral Drilling. Except for Declarant, and then only with the permission of the City of The Village, no drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons within the Real Estate Development shall be permitted.

4.4 Household Pets; Care and Restraint; Limit on Number; Indemnification by Owners. No animal shall be kept within the Real Estate Development except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No more than three (3) household pets may be kept on any Lot without written permission of the Association. No pets may be permitted to run loose within the Real Estate Development, and any Owner who causes any animal to be brought or kept within the Real Estate Development shall indemnify and hold harmless the Association and all other Lot Owners for any loss, damage or liability which the Association or any Lot Owner may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor.

4.5 Refuse Storage; Growth. The storage of trash, ashes, or other refuse, except in normal receptacles, is prohibited. Further, no trash, garbage cans or receptacles of any kind shall be left in sight, except on days so designated by the City of The Village for collection thereof. Weeds, underbrush or other unsightly growth shall not be permitted to grow or remain on Common Elements or on any Lot. No trash, ashes or other refuse may be discarded by any Owner on any other Owner's Lot or in or on Common Elements.

4.6 Signs and Billboards; Declarant's Right. No signs or billboards exceeding six (6) square feet in area shall be permitted on any Lot or Common Element without the prior written consent of the Association; however, this prohibition shall not apply to the Declarant.

4.7 Vehicle Parking and Storage. Except where adequate screening has been previously provided so as not to be Visible From Neighboring Property and an Owner has received prior written approval from the ACC, no campers, recreational vehicles, boats, motor homes or large commercial vehicles, nor any vehicle in the process of being repaired or otherwise presently inoperable, shall be stored or parked on (i) any Lot (ii) any Common Element, or (iii) any publicly dedicated or private streets within the Real Estate Development. No vehicle shall park on publicly dedicated or private streets for more than forty eight (48) hours, and parking shall be allowed only in designated parking areas. The operation and parking of all vehicles on the Real Estate Development are subject to this Declaration and the Rules.

4.8 View From Common Elements or Lot. All garbage containers, equipment, landscaping materials or supplies or storage piles shall be located so as not to be Visible From Neighboring Property or from any street. This limitation does not apply to Declarant.

4.9 Exterior Amenities. No elevated tanks of any kind shall be erected, placed or permitted on any Lot or Common Element. With respect to the portion of any Lot in front of the front building setback line or in front of the side street setback line, all structures or items of any nature such as window coverings, exterior amenities, statues, works of art or other materials shall not be permitted without approval of the ACC.

4.10 Radio or Television Transmitting Device; Wind Powered Generators. No radio or television transmitting or receiving device which extends more than five (5) feet above the peak of a roof shall be allowed. Further, no wind-powered generators shall be erected or maintained unless approved in writing by the ACC.

4.11 Waste. No waste shall be committed on the Common Elements. Any damage or waste to Common Elements, including landscaping, shall be the responsibility of any Owner who causes, or whose invitees cause such waste or damage.

4.12 Additional Structures. No outbuilding, storage shed, trailer, tent or shack shall be erected, placed or permitted without ACC approval, nor shall any structure of a temporary character be used at any time as a residence.

4.13 Other Requirements. No Owner shall take any action or fail to take action that would cause such Owner's Lot to be in violation of the PUD Design Statement or applicable ordinances of the City of The Village.

4.14 Improvements and Alterations; Plans and Specifications. No dwelling, building, wall, storage shed, cabana, greenhouse, playhouse, pergola, landscaping regime or other improvement or structure shall be commenced, erected or placed upon the Real Estate Development until the complete plans and specifications showing the precise and exact nature, kind, shape, height, set-back, materials, color and location of such improvements shall have been submitted in duplicate to the ACC and the ACC has approved in writing both (i) the installation of the same and (ii) the harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the Real Estate Development as established by the ACC. Alterations to improvements after the residence is occupied (as distinguished from approval of new construction) must be approved by the ACC. The ACC shall be composed of three (3) or more natural persons designated from time to time by the Board, and such persons shall serve at the pleasure of the Board. The initial ACC shall be composed of Jay Johnston, Craig Johnston and Gary Johnston. The affirmative vote of a majority of the members of ACC (which shall be the required quorum of the ACC) shall be required in order to adopt or promulgate any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Declaration.

4.14.1 ACC Guidelines. The following guidelines, unless hereafter amended by the ACC or waived in writing by the ACC, shall be adhered to by the ACC and, therefore, by all Owners:

(a) Dwellings may be one story, one and one-half story, split level, two stories, two and one-half stories or three stories in height. Eaves, steps and open porches shall be considered a part of the dwelling; provided, however, that this shall not be construed to permit any portion of a dwelling on a Lot to encroach upon another Lot.

(b) No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage without the prior written consent of the ACC. No grading, scraping, excavation or other rearranging or puncturing

of the surface of any Lot shall be commenced which will or may intend to interfere with, encroach upon, or alter, disturb or damage any surface or subsurface utility line, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement.

(c) The single-family residence constructed on any Lot in Blocks 1 and 2 of Phase I shall contain a minimum of one thousand two hundred (1,200) square feet of floor space, with, in the case of a one and one-half story or a two story structure, a ground floor area of not less than one thousand (1,000) square feet. The single family residences constructed on Lots in Block 3 of Phase I may be townhomes, in which event any such townhome shall contain a minimum of eight hundred (800) square feet of floor space, with a ground floor of not less than four hundred (400) square feet of floor space. In computing the square footage of floor space of a residence, the basement, open porches, and garages shall be excluded.

(d) No building, or any part thereof, shall be located nearer to the front lot line or side street lot line than the building set-back lines shown on the Plat.

(e) All mail boxes shall be of a design approved for use by the ACC.

(f) No fence, garage or enclosure of any type or nature whatsoever shall be constructed, erected, placed, or maintained forward of the front building limit or setback line on each Lot, as same is shown on the Plat; however, it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape front yards. No double fencing is allowed. If there is an existing fence that abuts a lot, the fences must join. If brick columns are used to fence a Lot, they must match the house on such Lot. Cyclone and other metal fencing (other than aluminum fencing approved by the ACC) is prohibited. Any fencing on or near the front building line and visible from any street shall be approved by the ACC.

(g) There shall be no basketball backboards in front of the front building setback line. Otherwise, one (1) basketball backboard may be erected on a Lot in the Real Estate Development as long as it is not visible from any street.

(h) No dwelling shall be constructed on any Lot unless it has an attached garage with a capacity sufficient for at least one (1) but not more than five (5), cars.

(i) The outside wall structure of the ground floor living area of any dwelling shall be at least seventy five percent (75%) brick veneer, stone or masonry approved in writing by the ACC. If split face brick is used, it must be painted. Any stone above the eight foot plate shall count toward the minimum. Under special circumstances an exception to the masonry requirement may be granted by consent of the Declarant or, after Declarant has conveyed all Lots in the Real Estate Development, the ACC. Such an exception shall be made only when and if the plans and specifications clearly show the proposed dwelling to meet or exceed all the intended quality and value requirements and when an exterior material other than

masonry is clearly an architectural or design necessity. No bright or unusual colors will be allowed.

(j) No building shall be erected on any Lot unless it shall have a roof of fire retardant wood shingles, clay tile, slate or composition shingles bearing a thirty (30) year warranty in two approved colors commonly known as "weathered wood" and "antique slate". All composition shingle roofs must be approved by the ACC as to quality, weight and color. Also, all composition roofs must have prepainted valleys and dimensional ridge with no felt underlayment of less than 30 lbs.

(k) No building of any nature shall be permitted in the easements reserved for utilities, and there shall be no retaining wall permitted in easements unless approved by the ACC.

(l) Lawn sodding must be completed for any Lot on or before occupancy, weather and growing season permitting. If installation of a lawn is delayed due to the dormant season, such installation must be undertaken as soon as is reasonably possible with the beginning of the growing season. There shall be a landscape minimum of two (2) trees and at least six (6) shrubs on each Lot. All landscaping and changes thereto must be approved in advance by the ACC.

(m) No outdoor clothes lines shall be allowed. No metal or plastic awnings shall be visible from any street.

(n) Every outbuilding erected on any Lot shall correspond in style and architecture to the principal Building on the Lot and shall be constructed in accordance with plans approved by the ACC as provided herein. The type of roof will be the same as that of the residence on the Lot.

(o) No skateboard or bicycle ramps may be constructed on any Common Element. If one is constructed on a Lot, it must not be visible from any street.

(p) All exposed chimneys shall be of masonry, stucco or other materials approved by the ACC.

(q) Outdoor lighting fixtures, including, but not limited to, flood lights, security lights, lamp posts, directional lights, landscape lighting and any other yard lighting, must be approved by the ACC and must not be offensive to any adjoining Owner.

4.14.2 Approval. Upon approval by the ACC of any plans and specifications submitted pursuant to the provisions of this Declaration, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of ACC, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the ACC fails to approve or disapprove any plans and specifications which may be submitted to it within sixty (60) days after submission, then approval will not be required, and this paragraph 4.14.2 shall be deemed to have been fully complied with.

4.14.3 Construction; Limitations; Deviations from Plans and Specifications. Construction in accordance with plans and specifications approved by the ACC pursuant to the provisions of this paragraph 4.14 shall be commenced within eight (8) months following the date upon which the same are approved by the ACC (whether by affirmative action or by forbearance from action, as provided in paragraph 4.14.2), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the ACC shall specify. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the ACC shall be conclusively deemed to have lapsed, and compliance with the provisions of this paragraph 4.14 shall again be required. There shall be no deviations from plans and specifications approved by the ACC without the prior consent in writing of the ACC. Approval for use on any Lot of any particular plans and specifications or design shall not be construed as a waiver of the right of the ACC to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use upon any other Lot or Lots.

4.14.4 Rules and Regulations of Architectural Control Committee. The ACC shall from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary and appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this paragraph 4.14 or any other provision or requirement of this Declaration. The ACC may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this paragraph. The decisions of the ACC shall be final, except that any Owner who is aggrieved by any action or forbearance from action by the ACC may appeal the decision of the ACC to the Board. A vote of two-thirds (2/3) of the then constituted Board shall be necessary to overrule a decision of the ACC.

4.14.5 Enforcement: Right to Correct Violations. In the event any dwelling, building, fence, wall or other improvement or structure shall be commenced, erected, or placed upon any Lot otherwise than in accordance with the provisions and requirements of this paragraph 4.14, then the same, upon written notice from the ACC, shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, then the Association shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate such violation, and the costs thereof shall be assessed against the Lot upon which such violation occurred. A statement for the amount thereof shall be rendered to the Owner of said Lot, at which time the assessment shall become due and payable and a continuing lien upon said Lot and an obligation of the Owner, and may be enforced as provided herein. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable daylight hour for the purpose of ascertaining whether any violation of the provisions of this paragraph 4.14, or any of the other provisions or requirements herein, exist on such Lot; however, no such entry and inspection shall be taken without a resolution of the Board, and after reasonable notice to the Owner of such Lot. Neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

4.15 Covenants Applicable to Common Areas. Except for Common Elements which, as provided in Section 2.1(a), shall be open to the public, Common Elements are available to, and restricted to, the Association, Declarant, Owners and their invitees described in Section 2.3. All litter must be placed in litter receptacles. No vehicular parking shall be allowed on General Common Elements. No skateboards, boats, motorcycles, all-terrain vehicles, dune buggies, treehouses, tents or forts shall be allowed in the Common Elements unless written consent is received from the ACC.

~~5. Easements for Encroachments. If any portion of the improvements on the Common Elements encroaches upon a Lot or Lots, a valid easement for the encroachment and for the maintenance of same, so long as such improvement stands, shall and does exist, regardless of whether such easement is shown on the recorded plat. If any portion of the improvements on a Lot encroaches upon the Common Elements, or upon an adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of same, as long as such improvement stands, shall and does exist.~~

6. Administration and Management; Mandatory Membership. The administration and management of the Real Estate Development shall be governed by this Declaration, the Rules and by the Bylaws. An Owner of a Lot, upon becoming an Owner, shall mandatorily become a member of the Association and shall remain a member for the period of his ownership. The Association shall be governed by a Board as is provided in the organizational documents and Bylaws. The Association may employ agents, servants and employees at any agreed compensation.

7. Records; Inspection by Owners and Mortgagees. The Board shall keep or cause to be kept current certified copies of the recorded Declaration, the Bylaws, and the books and records with detailed accounts of the receipts and expenditures affecting the Real Estate Development and its administration. The records so kept shall be available for inspection by all Owners, lenders, and the holders, insurers, and guarantors of first mortgages at convenient hours on working days or under other reasonable circumstances.

8. Owner's Maintenance Responsibility of Lot. For purposes of maintenance, repair, alteration and remodeling, an Owner shall be deemed to be responsible for all portions of the Lot and its improvements, and for maintenance and upkeep of the Lot in a presentable condition, except such responsibilities for exterior lawn maintenance set forth in paragraph 9 below. The Association or the ACC may, on the failure of an Owner to do so and at its discretion, maintain improvements on such Owner's Lot, trim trees, and remove trash or debris, the cost of which shall be borne by the Owner.

9. Association's Maintenance, Operation, Repair and Alterations Responsibility. The Association shall be responsible for the maintenance, operation and repair of the Common Elements. The Association shall also provide exterior lawn maintenance (which is defined as lawn mowing, weed eating, edging, limited weed control and limited fertilization) upon each Lot, such maintenance being subject to assessment hereunder. Access to the yard of each Owner must be provided to the Association or any of its agents for lawn maintenance. Access for lawn maintenance shall not be undertaken on Sunday or a legal holiday without permission from the Owner. Each Owner shall provide maintenance for all landscaping on such Owner's Lot other

than the exterior lawn maintenance provided by the Association, including maintenance of trees, shrubs and gardens. It is the responsibility of each Owner to clean up after pets and to bring pets indoors on designated lawn care days. Maintenance provided by the Association to each Lot shall be limited solely to maintenance required by normal wear and tear and the Association shall not be responsible for any insurable risk or for loss or damage caused by any negligent or willful act of the Owner, his family, guests or invitees.

10. Compliance with Provisions of Declaration, Bylaws and Rules. Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws and the Rules adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the rate of fifteen percent (15%) per annum, which action shall be maintainable by the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner.

11. Voting Rights in the Association. The Declarant shall have four (4) votes for each Lot owned by it, developed or not. All other Owners shall have one (1) vote per Lot.

12. Revocation or Amendment to Declaration; Amendment of Undivided Interest in Common Elements. This Declaration shall not be revoked unless all of the Owners unanimously consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the Owners holding sixty percent (60%) or more of the total votes of Association members agree to such amendment by instrument(s) duly recorded.

13. Assessment for Common Expenses.

13.1 Obligation. All Owners of Lots shall be obligated to pay the assessments, either estimated or actual, imposed by the Board to meet the Common Expenses.

13.2 Assessments Not Uniform. Assessments imposed on the Lots will not necessarily be uniform. Common Expenses incurred with respect to Limited Common Elements shall be assessed against the Lots whose Owners are entitled to use the same. Common Expenses incurred with respect to General Common Elements shall be assessed against all Lots equally. Common Expenses incurred with respect to the Lots (e.g. lawn maintenance) shall be assessed based on the Board's reasonable judgment as to the relative benefits to the respective Lots from the various Common Expenses incurred. For example, because the Lots in Block 3 in Phase I have smaller areas to landscape the Board may impose higher assessments attributable to lawn maintenance on Lots in Blocks 1 and 2 in Phase I.

13.3 Assessment Due Date. Beginning with the conveyance of each Lot from the Declarant to any Owner, assessments for the estimated Common Expenses shall be due yearly in advance on the first day of January unless another date is specified by written notice from the Board. In the event the ownership of a Lot commences on a day other than the first day of a year, the assessment for that year shall be prorated.

13.4 Fixing Assessments; Adjustment. For the purpose of fixing and determining the annual assessments or charges, the Board shall determine in advance for each

calendar year the estimated aggregate amount of such assessments and charges as may be necessary for such year. The Board may from time to time during each year make reasonable adjustments in said estimated aggregate amount.

13.5 Special Assessments for Capital Improvements. In addition to the annual assessments hereof, the Board 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 unexpected repair or replacement of any existing capital improvement or construction of a new capital improvement, including the necessary fixtures and personal property related thereto. However, the Board may not levy an assessment for (i) the replacement of any capital improvement if the existing improvement can be reasonably repaired or (ii) the construction of any new capital improvement unless in either case Owners holding sixty percent (60%) or more of the total votes of Association members have approved such assessment.

13.6 Basis of Common Expenses; Increases. The assessments made for Common Expenses shall be based upon estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvement responsibilities of the Association. In the event the cash requirement for Common Expenses exceeds the aggregate assessments made pursuant to this paragraph, the Board may from time to time and at any time increase the yearly assessments set forth in this paragraph.

13.7 Benefit of Assessment or Association Earning. No part of the assessments or net earnings of the Association shall inure to the benefit of any Owner or individual, except to the extent that Owners receive the benefits from the maintenance, repair, operations, additions, alterations and improvement responsibilities of the Association.

14. Owner's Personal Obligation for Payment of Assessments.

14.1 Non-Exemption From Payment; Board Responsibility to Collect; Interest, Costs, and Attorney Fees; Suit; Notice to Mortgagee. The amount of Common Expenses assessed against each Lot shall be the personal and individual debt of the Owner thereof. If a Lot is owned by two or more Owners as joint tenants or tenants in common, the obligations of such Owners under this Declaration, including the obligation for assessments, should be joint and several. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Elements or by abandonment of his Lot. The Board shall have the responsibility to take prompt action to collect any unpaid assessment which remains unpaid more than fifteen (15) days from the due date for payment thereof. In the event of a default by an Owner in the payment of the assessment, such Owner shall be obligated to pay interest at the rate of fifteen percent (15%) per annum, or such higher rate (provided the same shall not be usurious) as the Board may from time to time determine, the amount of the assessment from due date thereof, together with all expenses, including attorney's fees incurred to collect such assessment together with late charges as allowed by the Bylaws. Suit to recover a money judgment for unpaid Common Expenses may be instigated in Oklahoma County, Oklahoma, and may be maintainable without foreclosing or waiving the lien securing same.

14.2 Unsold Lot Assessments. Declarant shall not be responsible for payment of assessments for any Lots in which title is held by Declarant.

14.3 Reserves and Working Capital. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Elements which the Association may be obligated to maintain. The fund shall be maintained out of regular assessments for Common Expenses.

15. Assessment Lien; Priority; Notice of Lien; Recording; Enforcement; Receiver; Mortgagee May Pay Assessment. All sums assessed but unpaid for the share of Common Expenses chargeable to any Lot, including any fees, late charges, fines or interest, shall constitute a lien on such Lot prior to all other liens except the following: (1) assessments, liens and charges for taxes past due and unpaid on the Lot, (2) judgments entered in a Court of record prior to the date of Common Expense assessment, (3) mortgage instruments of encumbrance duly recorded prior to the date of such assessment, and (4) mechanic's and materialmen's liens arising from labor performed or material furnished upon a Lot prior to the date of such assessment. To evidence such lien, the Board shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by a member of the Board or by one of the officers of the Association and shall be recorded in the office of the County Clerk of Oklahoma County, Oklahoma. Such lien for the Common Expenses shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosure of the defaulting Owner's Lot subsequent to the recording of such notice in like manner as a mortgage on real property. In any such proceedings, the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien and, in the event of foreclosure proceedings, the additional costs, expenses and attorney's fees incurred. The Owner of the Lot being foreclosed shall be required to pay to the Association the assessments for the Lot accruing during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same.

16. Assessments Collectible Upon Sale. Upon the sale or conveyance of a Lot, all unpaid assessments against the seller-Owner for his pro rata share of the Common Expenses, including interest, and reasonable attorney's fees incurred in collection, shall be first paid out of the sales price or by the purchaser in preference of any other assessments or charges of whatever nature, except the following:

- (a) Assessments, liens and charges for taxes past due and unpaid on the Lot;
- (b) Judgments entered in a Court of record prior to the date of Common Expense assessment;
- (c) Mortgage instruments of encumbrance duly recorded prior to the date of such assessments;

(d) Mechanic's and materialmen's liens arising from labor performed or material furnished upon a Lot prior to the date of such assessment.

In a voluntary conveyance of a Lot, the grantee of the Lot shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association, setting forth the amount of the unpaid assessments against the grantor due the Association, and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

17. Mortgaging a Lot Priority; Mortgage Subject to Declaration; Mortgagee in Title; Unpaid Assessment. An Owner shall have the right from time to time to mortgage or encumber his Lot and the interests appurtenant thereto by deed of trust, mortgage or other instrument, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lien holder who acquires a Lot through judicial foreclosure, public sale or other means shall be subject to the terms and conditions of this Declaration except as specifically excepted herefrom. Where the holder of a first mortgage of record or other purchaser obtains title to the Lot as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, such acquirer of title shall not be liable for the share of the Common Expenses or assessments chargeable to such Lot which became due prior to acquisition of title to such Lot by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from the Owners of all of the Lots, including such acquirer, his successors and assigns.

18. Insurance.

18.1 Master Policy; General Liability. The Association shall carry a blanket insurance policy in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost) from an insurance company qualified to do and conduct business in the State of Oklahoma and holding a rating of Best's Insurance Reports of Class XV or better (the limits of coverage of which insurance shall be reviewed annually by the Board). Such policy shall insure against risk of fire, lightning, extended coverage, vandalism, malicious mischief and other risks as determined by the Board and shall cover the Common Elements (except land, foundation, excavation and other items normally excluded from coverage), including fixtures and building service equipment to the extent they are part of the Common Elements, as well as common personal property and supplies, and, if required by law, shall include worker's compensation insurance (all of which hereinafter referred to as the "Master Policy"), with respect to the Real Estate Development and the Association's administration thereof. The name of the insured must be stated in form and substance similar to the following: Hawthorn Association, Inc., for use and benefit of the individual owners."

The Board shall also obtain and maintain, to the extent obtainable, comprehensive general liability insurance in such limits as may from time to time be determined necessary covering all of the Common Elements in the Real Estate Development. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of

an Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. Coverage shall be for at least Two Million Dollars (\$2,000,000.00) per occurrence, for personal injury, including death of persons, and/or property damage. The Association shall use its best efforts to see that the liability insurance carried by the Association shall contain appropriate provisions to cover liability of the Owners, individually and as a group, to another Owner.

18.2 Named Insured. The Master Policy shall be purchased by the Association naming the Association as the insured.

18.3 Fidelity Insurance. The Board may also obtain and maintain fidelity insurance coverage against dishonest acts on the part of officers, directors, managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than (i) one and one-half (1 1/2) times the estimated annual operating expenses and reserves or (ii) the estimated maximum of funds, including reserve fund, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond, or (iii) a sum equal to three (3) months' aggregate assessments on all Lots plus reserve funds. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The fidelity insurance policy shall provide it may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association.

18.4 Insurance for Lot Owner. Each Owner shall be required to obtain insurance, at his own expense, on his Lot and improvements thereon, and on all structures, contents, furnishings and decorations and other items of personal property belonging to an Owner. Casualty and public liability insurance coverage within each Lot are specifically the responsibility of the Owner thereof.

19. Eminent Domain.

19.1 Acquisition of All or Substantially All of a Lot. If a Lot is acquired by eminent domain, or if part of a Lot is acquired by eminent domain leaving the Owner with a remnant which may not practically or lawfully be used for residential use, the Owner of such Lot shall no longer be a member of the Association or have a vote in Association matters. All awards for any taking of a Lot or any portion thereof shall be paid to such Lot's Owner.

19.2 Acquisition of Part of Common Elements. If part of the Common Elements is acquired by eminent domain, the award must be paid to the Association. Any portion of the award not used for any restoration or repair of the remaining Common Elements shall be retained by the Association to defray Association expenses. .

19.3 Association to Represent Owners. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with

the condemning authority for acquisition of the Common Elements, or part thereof. Each Owner appoints the Association as attorney-in-fact for such purposes.

20. Phase II.

20.1 Annexation. All or portions of Phase II, together with any and all buildings and improvements constructed or located thereon, may from time to time, be annexed and be made subject to the Declaration by Declarant. Provided, however, annexations may not take place more than ___ years following the filing of the Declaration.

20.2 Method of Annexation. The annexations authorized by Section 20.1 shall be effected by filing and recording of (i) a Plat covering the portion of Phase II being annexed and (ii) a supplemental declaration executed by Declarant and meeting the requirements of this Section.

20.3 Contents of Supplemental Declaration. Any supplemental declaration filed pursuant to this Section shall contain the following items:

(a) Description of land to be annexed (the "Annexed Land").

(b) A description of the General Common Elements and Limited Common Elements, if any, located or to be located in or on the Annexed Land.

(c) Any other terms, covenants, conditions and restrictions applicable to the Annexed Land that are not contained, or are at variance with the terms, herein; provided, no such provisions shall be contrary to the PUD Design Statement or applicable ordinances of the City of The Village.

20.4 Rights of Unit Owners After Annexation. Following any annexation as hereinabove described, the Annexed Land shall be subject to all limitations, covenants, conditions, restrictions, reservations, liens and charges contained herein, with the same effect as though the Annexed Land were part of the Property. After annexation, each Owner of a Lot in the Annexed Land shall be entitled to representation in the Association.

21. Registration of Mailing Address of Owners. Each Owner shall register his mailing address with the Association, and notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address.

22. Period of Ownership. The Real Estate Development created by this Declaration shall continue until this Declaration is revoked in the manner as is provided for in this Declaration.

23. General Reservations. Declarant reserves the right to establish within the Common Elements future easements, reservations, exceptions and exclusions consistent with the ownership and development of the Common Elements and of the Real Estate Development and

for the best interests of the Owners and the Association in order to serve the entire Real Estate Development.

24. Waiver Clause. Except as to the payment of assessments, the Association shall have the power to grant to any Owner a waiver, variance or exception of and from any of the provisions of this Declaration, so long as said waiver, variance or exception is approved by the Declarant, if the Declarant is the owner of any Lots, and so long as said waiver, variance or exception is approved by a majority of the Board.

25. General.

25.1 Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

25.2 Failure to Enforce Not Waiver. No provision contained in this Declaration or the Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number violations or breaches which may occur.

25.3 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration or exhibits or the intent of any provision hereof.

25.4 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

25.5 Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the Real Estate Development and shall inure to the benefit of and be enforceable by the Association or any member, their respective legal representatives, heirs, successors and assigns.

25.6 Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. The Association, or any Owner or Declarant, so long as Declarant has a record interest in the Real Estate Development, shall, except as hereinafter provided, have the right to enforce by proceedings, at law or in equity, the terms of this Declaration and the right to recover damages for any violation; however, with respect to assessment liens and Rules, the Association shall have the exclusive right to the enforcement thereof. A first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the individual Lot Owner of any obligation under this Declaration which is not cured within sixty (60) days.

25.7 Attorneys' Fees. In the event an action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such

attorneys' fees and costs shall be a special assessment with respect to the Lot involved in the action.

25.8 Special Amendment. Declarant hereby reserves and is granted the right and power to amend this Declaration at any time while Declarant has ownership of any Lot. Declarant and its successors may also record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, 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 mortgages covering Lots and improvements thereon. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to any such 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 any such amendment. No amendment made by Declarant shall affect or impair the lien of any first mortgage upon a Lot and improvements thereon 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 and improvements thereon.

25.9 City of The Village a Beneficiary. In order that the public interest may be protected, the City of The Village shall be a beneficiary of any of the covenants herein pertaining to location of uses, maintenance of Common Elements and access. The City of The Village may enforce compliance therewith.

IN WITNESS WHEREOF, the undersigned have executed these presents the ____ day of January, 2012.

Hawthorn Village, L.L.C.

By: _____
Manager

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on JAN 24, 2012, by Jay Johnston, as Manager of Hawthorn Village, L.L.C., an Oklahoma limited liability company.

(Seal)

Laurie Boyd
Notary Public
My Commission Expires: _____
Commission # LAURIE BOYD
Notary Public
State of Oklahoma
Commission # 05008140 Expires 08/31/13

WHEN RECORDED MAIL TO: Wol
NAME: JAY JOHNSTON
ADDRESS 5657 N. CLASSEN BLVD #200
CITY OKC
STATE OK 73118

EXHIBIT "A"

All of Hawthorn Addition to the City of The Village, Oklahoma County, Oklahoma, according to the recorded plat thereof.

EXHIBIT "B"

Land Subject to Annexation

20120124010104950
Filing Fee: \$55.00
Doc. Stamps: \$.00
01/24/2012 03:22:32 PM
DECL

