

AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE VILLAGE ON CLAYTON POND 1ST ADDITION

THIS DECLARATION is made on the 20 day of June, 1991, by ETI INC., an Oklahoma corporation, organized and existing by virtue of the laws of the State of Oklahoma, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of more than two-thirds (2/3rds) of the lots or building sites in THE VILLAGE ON CLAYTON POND 1ST ADDITION more particularly described as follows:

A tract of land located in the Southeast Quarter (SE/4) of Section Twenty-Nine (29), Township Fourteen (14) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Commencing at the SE corner of said Section 29, thence S 89 degrees 36' 56" W along the south line of said Section 29 a distance of 328.75 feet, thence N 00 degrees 21' 58" W a distance of 159.30 feet to the point of beginning, thence S 48 degrees 13' 56" W a distance of 89.70 feet, thence S 89 degrees 36' 56" parallel to the south line of said Section 29 a distance of 919.00 feet, thence N 00 degrees 22' 22" W along the West line of the SE/4 of the SE/4 a distance of 907.00 feet, thence N 89 degrees 36' 56" E parallel to the south line of said Section 29 a distance of 184.79 feet, thence S 00 degrees 23' 04" E a distance of 32.00 feet, thence N 89 degrees 36' 56" E parallel to the south line of said Section 29 a distance of 801.58 feet, thence S 00 degrees 21' 58" E a distance of 815.70 feet to the point of beginning, containing 19.903 acres, more or less.

DOC NUMBER 00071312
TIME 02:26 PM
RECD FEE 38.00
DATE JUL. 12 1991
RALPH HESS
OKLAHOMA COUNTY CLERK
RECORDED AND FILED

AND WHEREAS, the Declarant makes and files this Amended Declaration of Covenants, Conditions and Restrictions for The Village on Clayton Pond 1st Addition;

AND WHEREAS, the Declarant has caused the above described real property to be surveyed and platted under the name of "THE VILLAGE ON CLAYTON POND 1ST ADDITION", and it is the purpose of this Declaration to create and include as part hereof permanent open areas and four (4) separate pond areas, for the benefit of this particular community;

AND WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and the

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upkeep, maintenance, improvement and administration of the community and its open areas, ponds and all improvements now existing or hereafter erected thereon and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereinafter created;

AND WHEREAS, there will be incorporated under the laws of the State of Oklahoma, as a non-profit corporation, an entity to be known as The Clayton Pond Homeowners Association, Inc. for the purpose of exercising the aforementioned functions;

NOW, THEREFORE, Declarant declares that it is the owner of the real property described in Article III and all of the Entryway and the Entryway and Lot A, Block 1, Lot A, Block 2, Lot A, Block 3 and Lot A, Block 4 are hereby declared as the "Common Area";

AND, DECLARANT FURTHER DECLARES that all property hereinafter described in Article III as the "Existing Property" shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "covenants and restrictions") hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding upon all parties having or acquiring any right, title or interest therein of any part thereof, and shall inure to the benefit of each owner thereof and such owner's heirs, devisees, personal representatives, trustees, successors and assigns, such "covenants and restrictions" being hereby imposed upon such real property as a servitude in favor of each and every other part thereof as the dominate tenant. The "covenants and restrictions" hereby imposed on said real property are in addition to the restrictive covenants imposed on said real property by the developers of THE VILLAGE ON CLAYTON POND 1ST ADDITION, filed for record in Book 54 at Page 97, records of Oklahoma County, Oklahoma, a copy of which is attached hereto, marked Exhibit "A" and incorporated by reference.

ARTICLE I.

DEFINITIONS

Section 1. The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall so prohibit), shall have the following meanings:

A. "Association" shall mean and refer to The Clayton Pond Homeowners Association, Inc., a non-profit corporation, to be incorporated under the laws of the State of Oklahoma, its successors and assigns.

B. "Properties" shall mean and refer to that certain real property described in Article III and such additions thereto and other real property within the Southeast Quarter (SE/4) of Section Twenty-Nine (29), Township Fourteen (14) North, Range Two (2) West

of the Indian Meridian in Oklahoma County, Oklahoma, as may hereafter be annexed hereto and/or brought within the jurisdiction of or subject to assessment by the Association.

C. "Common Areas" shall mean entryways and Lot A, Block 1, Lot A, Block 2, Lot A, Block 3, Lot A, Block 4 and Lots 1 and 2, Block 2, of THE VILLAGE ON CLAYTON POND 1ST ADDITION, as shown by the recorded plat thereof.

D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of all or any part of the Properties with the exception of the Common Areas.

E. "Corner Lot" shall mean any lot which abuts other than at its rear line upon more than one street and/or Common Area.

F. "Street" shall mean any street, lane, drive, boulevard, court, circle, road, place, manor or terrace as shown on the attached plat.

G. "Member" shall mean and refer to every person and/or entity who holds membership in the Association as Class A and B members as defined in Article VI below.

H. "Building Limit Line" shall mean the line so designated on the attached plat.

I. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

J. "Supplementary Declaration" shall mean a Supplementary Declaration of Covenants and Restrictions, as specified by Section 1, Article II.

K. "Occupant" of any Lot shall mean the first member of the owner's family, or anyone authorized by the owner, who moves into the residential unit located thereon.

L. "Articles" shall mean Articles of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma.

M. "Rule" shall mean the rules adopted by the Association.

N. "Declarant" shall refer to ETI INC., an Oklahoma corporation, its successors or assigns.

O. "Owner" shall mean and refer to the record owner-member, 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.

P. "Fences" shall mean the following where the context so indicates:

(1) "Adjoining Fences" shall refer to two or more separate fences which adjoin and are exposed to public view.

(2) "Common Area Fences" shall refer to any fence on a lot which is adjacent to, abuts or borders any Common Area.

(3) "Association Fences" shall refer to any fence erected or placed on any Common Area.

(4) "Public Fence" is a fence adjacent to, abutting upon or bordering area dedicated to the public.

Q. "Southeast Quarter of Section Twenty-Nine" shall mean the Southeast Quarter (SE/4) of Section Twenty-Nine (29), Township Fourteen (14) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

R. "Frontage" or "Fronts" shall mean the direction or way the major elevation of the house or structure erected on a Lot shall face.

S. "Board" shall mean the Board of Directors of the Association.

T. "By-Laws" shall mean the By-Laws of the Association.

ARTICLE II.

FUTURE INTENT

Section 1. Although this Declaration includes only the real property described in Article III hereof, it is the intention and absolute right of the Declarant to cause additional and supplemental declarations to be filed with respect to additional real property within the following described property, to-wit:

A tract of land located in the Southeast Quarter (SE/4) of Section Twenty-Nine (29), Township Fourteen (14) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Commencing at the SE corner of said Section 29, thence N 00 degrees 21' 50" W along the East line of said Section 29 a distance of 970.16 feet, thence S 89 degrees 36' 56" W and parallel to the south line of said Section 29 a distance of 50.00 feet to the point of beginning, thence S 89 degrees 36' 56" W and parallel to the south line of said Section 29 a distance of 278.79 feet, thence N 00 degrees 21' 58" W

a distance of 4.85 feet, thence S 89 degrees 36' 56" W parallel to the South line of said Section 29 a distance of 801.58 feet, thence N 00 degrees 23' 04" W a distance of 32.00 feet, thence S 89 degrees 36' 56" W parallel to the south line of said Section 29 a distance of 184.79 feet, thence N 00 degrees 22' 22" W along the West line of the SE/4 of the SE/4 of said section a distance of 725.93 feet, thence N 89 degrees 35' 31" E a distance of 1265.29 feet, thence S 00 degrees 21' 50" E parallel to the East line of said Section 29 a distance of 763.29 feet to the point of beginning containing 21.917 acres, more or less.

which additional declarations will be complementary in concept to this Declaration, and which future declarations will provide for the addition of owners in such other areas as members of the Association and of possible additional Common Areas to be owned by the Association. During its existence, the Association will include, as members, every Owner within the above described real property.

Each member of the Association will be subject to its Articles of Incorporation, By-Laws, rules and regulations, as from time to time established and/or amended. The Common Areas which will be owned by the Association, a portion of which are included in the attached plat and shown as the Entryway and Lot A, Block 1, Lot A, Block 2, Lot A, Block 3 and Lot A, Block 4, may ultimately include other lands within the portion of the Southeast Quarter of Section Twenty-Nine described above in this Article II, which are not included in this plat.

Section 2. If within fifteen (15) years of the date of incorporation of the Association, the Declarant should develop additional lands with the said portion of the Southeast Quarter of Section Twenty-Nine, such additional land may be annexed to the said Properties without the consent of the Members.

ARTICLE III.

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is, and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is located in the City of Edmond, Oklahoma County, State of Oklahoma, and is more particularly described as follows:

A tract of land located in the Southeast Quarter (SE/4) of Section Twenty-Nine (29), Township Fourteen (14) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Commencing at the SE corner of said Section 29, thence S 89 degrees 36' 56" W along the south line of said

Sectin 29 a distance of 328.75 feet, thence N 00 degrees 21' 58" W a distance of 159.30 feet to the point of beginning, thence S 48 degrees 13' 56" W a distance of 89.70 feet, thence S 89 degrees 36' 56" W parallel to the south line of said Section 29 a distance of 919.00 feet, thence N 00 degrees 22' 22" W along the West line of the SE/4 of the SE/4 a distance of 907.00 feet, thence N 89 degrees 36' 56" E parallel to the south line of said Section 29 a distance of 184.79 feet, thence S 00 degrees 23' 04" E a distance of 32.00 feet, thence N 89 degrees 36' 56" E parallel to the south line of said Section 29 a distance of 801.58 feet, thence S 00 degrees 21' 58" E a distance of 815.70 feet to the point of beginning, containing 19.903 acres, more or less.

ARTICLE IV.

MEMBERSHIP IN THE ASSOCIATION

Section 1. Every person who is a record owner of a fee or undivided interest in any single-family residential Lot covered by this Declaration and any future declaration covering the property within the said Southeast Quarter of Section Twenty-Nine which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot. 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 V.

OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS

Section 1. It is contemplated that all of the Common Areas in the portions of the Southeast Quarter of Section Twenty-Nine described herein will ultimately be owned by the Association. Until such time as record ownership of the Common Areas is vested in the Association, the Members of the Association shall have the exclusive right to use the Common Areas as hereinafter specified.

Section 2. Every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

A. The right of the Association to limit the number of guests of Members, the Common Areas which may be used by guests of Members, and the conditions under which Common Areas may be used by Members and/or their guests, subject to the terms and provisions hereof.

B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.

C. The right of the Association, in accordance with its Articles of Incorporation and By-Laws, and with the assents of two-thirds (2/3rds) of each class of members, to borrow monies for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said Common Areas or any portion thereof, and the rights of said mortgagee in said properties shall be subordinate to the right of the members hereunder.

D. The right of the Association to suspend the voting rights and right to use the recreational facilities by a Member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations.

E. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association, provided, however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer and signed by two-thirds (2/3rds) of each class of members is filed of record in the office of the County Clerk of Oklahoma County.

Section 3. Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants or contract purchasers who reside on the property, subject to such rules, regulations and limitations as the Association may, from time to time, establish.

Section 4. Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area described as the Entryway and Lot A, Block 1, Lot A, Block 2, Lot A, Block 3, Lot A, Block 4, and Lots 1 and 2, Block 2, as shown in the plat of THE VILLAGE ON CLAYTON POND 1ST 1ST ADDITION to Edmond, Oklahoma County, Oklahoma, to the Association free and clear of all encumbrances and liens, prior to July 1, 1991.

Section 5. The Association shall control, maintain, manage and improve the Common Areas as provided in this Declaration and its Articles of Incorporation and By-Laws. Such right and power of control and management shall be exclusive.

Section 6. Any other provision hereof to the contrary notwithstanding, all Members of the Association, regardless of class, shall have and possess the right to use and enjoy all of the Common Areas and all facilities and improvements thereon owned by the Association, which right may not be denied to any Member of any class without consent of Members of all classes, provided, however, that:

The Board of Directors of the Association may from time to time establish rules and regulations governing the use of the Association's Common Areas by Members of all classes and their guests; provided, that such rules and regulations as from time to time adopted shall be uniform as to all Members regardless of class.

ARTICLE VI.

CLASSES OF MEMBERS AND VOTING RIGHTS

The Association shall have two (2) classes of voting membership as follows:

Section 1. Voting Classes.

Class A. Class A Members shall be all those Owners of single-family residential Lots with the exception of Declarant. Each Class A Member shall be entitled to one vote for each Lot in which he holds the interest required for membership by Article IV. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be the Declarant. The Class B Member(s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article IV. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

- (a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (b) On November 1, 2004.

Provided however, that the annual assessment provided for in Article VII, Section 3 shall remain the same for the Class B members after a Class B membership has been converted to a Class A membership for voting purposes.

ARTICLE VII.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned within the

Properties and for each additional Lot which hereafter comes within the jurisdiction of the Association, and each Owner of any Lot in any platted area which is a part of the portion of the Southeast Quarter of Section Twenty-Nine described in Article II, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements; each such assessment to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, paramount and superior to any homestead or other exemption provided by law, but shall not be prior or superior to any purchase money mortgage lien or any first mortgage on a home. Said lien may be enforced by the Association and may be foreclosed in any manner provided the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with or without power of sale. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them and approved by the Association, but, nevertheless, the lien above mentioned arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Properties, and, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and other structures situated upon the Properties, including, but not limited to, the maintenance of insurance thereon, repairs, replacements and additions thereto, ad valorem and other property taxes and assessments levied thereon, for the costs of labor, equipment, materials, management and supervision thereof, and utility services for the Common Areas.

Section 3. Basis and Maximum of Annual Assessments. From and after November 1, 1989, and until the year beginning July 1, 1991, the maximum annual assessment shall be as follows:

<u>Type of Member</u>	<u>Amount</u>
Class A	\$190.00 per year
Class B	The Class B member shall pay a sum equal to the difference between the total amount of assessments received from Class A members for the annual assessment period and

the actual expenditures required by the Homeowners Association in performance of its obligations herein until 75% of the lots are sold. After 75% of the lots have been sold, the annual assessment for a Class B member shall be \$20.00 per lot per year.

A. From and after July 1, 1991, the Board of Directors, after consideration of current maintenance costs and future needs of the Association, may increase the maximum annual assessment in each class 12 1/2% effective July 1 of each year without a vote of the membership.

B. From and after July 1, 1991, the Association may increase the maximum annual assessment on the basis of the maintenance assessment fixed by Section 3 and Section 3A above as to any or all classes of members for any one year period and at the end of such one year period for each succeeding period of one year; provided that, any such charge as to any Class shall have the assent of two-thirds (2/3rds) of the members of each class, pursuant to votes cast in person or by proxy, at a meeting called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting out the purpose of the meeting.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, as to any or all classes of Members, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; provided that, any such assessment as to any class shall have the assent of at least two-thirds (2/3rds) of the Members of such class of Members, pursuant to votes cast in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; provided further, that the maximum amount of any special assessment which may be assessed against any Member of any class in any assessment year shall not exceed an amount equal to twice the annual dues assessed against said Member for the same year.

Section 5. Uniformity of Assessments. Every annual maintenance and special assessment established under this Article VII shall be fixed at a uniform rate for all Lots in each particular class.

Section 6. Quorum for Meetings. At any meeting of the Members of the Association, the presence at the meeting of Members

or of proxies entitled to cast one-tenth (1/10th) of all the votes of each class of membership shall constitute a quorum; provided, however, that if the required quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members as required herein for the transaction to be considered, at an adjourned meeting, and at the adjourned meeting one-half (1/2) of the required quorum at the preceding meeting shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Commencement Date of Annual Maintenance Assessments. The annual maintenance assessments provided for herein shall commence as to each Lot on the date the Lot is conveyed to the Homeowner, and shall be due on the first day of July of each year, the first assessment date being July 1, 1991. The Board of Directors shall cause the Association to prepare and maintain a roster of Lots, the owners thereof, the assessments applicable thereto and the status of the payment thereof which shall be kept in the office of the Association and which shall be open to inspection by any Owner. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments and Remedies. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from its due date at an annual rate of ten percent (10%) and the Association may bring an action at law against the Owner personally obligated to pay same and/or foreclose the lien against the property as provided by the laws of the State of Oklahoma for the foreclosure of a mortgage or deed of trust, with or without power of sale; and interest, costs and reasonable attorney's fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first lien priority real estate mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to a mortgage, pursuant to a decree of foreclosure under such first lien priority mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Change of Ownership. Any person becoming an Owner shall, within ten (10) days next following the recording of a deed reflecting such person as an Owner, give written notice to the Association that such person has become an Owner; provided, however, that the record Owner of any Lot as of the 1st day of July of each year should be subject to and obligated to pay the assessment.

ARTICLE VIII.

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, devisees, personal representatives, trustees, successors, and assigns, for a term of twenty-one (21) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3rds) of the Lots has been recorded, agreeing to charge said covenants and restrictions in whole or in part.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mails, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of the mailing.

Section 3. Severability. Invalidation of any of these covenants or restrictions by judgment or Court order shall in no wise affect the remaining provisions which shall remain in full force and effect.

Section 4. Right to Assign. The Declarant by appropriate instrument may assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may at their option, exercise, transfer or assign such rights, reservations, easements, and privileges or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

IN WITNESS WHEREOF, this Amended Declaration is executed by the Declarant this 20 day of June, 1991.

All owners and their addresses in THE VILLAGE ON CLAYTON POND 1ST ADDITION to the City of Edmond, Oklahoma County, Oklahoma, A part of the Southeast Quarter (SE $\frac{1}{4}$) of Section twenty-nine (29), Township fourteen (14) North, Range two (2) West of the I.M., according to the recorded plat thereof.

OWNERSHIP LIST

ORDER NO. 801783 DATE July 25, 1991@7:30 A.M. SHEET NO. 1

OWNER	LOT	Blk.	ADDITION
THE CLAYTON POND HOMEOWNERS ASSOCIATION INC. 8137 E. 46th Tulsa, Okla. 74145	1 & 2 & A	1	THE VILLAGE ON CLAYTON POND
ETI INC. Box 470100 Tulsa, Okla. 74147	3 thru 12 & 14 & 16 thru 20	1	THE VILLAGE ON CLAYTON POND
HARLEN CORE CONSTRUCTION INC. 205 W. Charlotte Dr. OKC., OK. 73139	13	1	THE VILLAGE ON CLAYTON POND
RICHARD G. TODD BETTY L. TODD 1524 E 26th Place Tulsa, Okla. 74114	15	1	THE VILLAGE ON CLAYTON POND
ETI INC. Box 470100 Tulsa, Okla. 74147	1 thru 12 & 14 thru 19	2	THE VILLAGE ON CLAYTON POND
ROBERT W. RAY ALEXA J. RAY 4105 Devon Dr. Edmond, Okla. 73034	13	2	THE VILLAGE ON CLAYTON POND
GAYLON CORE CONSTRUCTION INC. 9401 S. Robinson OKC., OK. 73139	20	2	THE VILLAGE ON CLAYTON POND
HARLEN CORE CONSTRUCTION COMPANY 205 W. Charlotte Dr. OKC., OK. 73139	21	2	THE VILLAGE ON CLAYTON POND
THE CLAYTON POND HOMEOWNERS ASSOCIATION INC. 8137 E. 46th Tulsa, Okla. 74145	A	2	THE VILLAGE ON CLAYTON POND
ETI INC. Box 470100 Tulsa, Okla. 74147	1 & 2	3	THE VILLAGE ON CLAYTON POND
KERMIT R. MCMURRY, JR. VALERIE MCMURRY 4001 Devon Dr. Edmond, Okla.	3	3	THE VILLAGE ON CLAYTON POND

C E R T I F I C A T E

STATE OF OKLAHOMA)
) SS:
OKLAHOMA COUNTY)

The undersigned bonded Abstractor in and for the aforesaid County and State does hereby certify that the foregoing Ownership is true and correct according to the records of the County Clerk of Oklahoma County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance, or Final Decree of record.

The Abstractor does not guarantee the validity of the title of such parties nor is this instrument intended to guarantee title thereof.

Executed at Oklahoma City, Oklahoma, this July 25, 1991 at 7:30 A.M.

SOUTHWEST TITLE AND TRUST COMPANY

BY: Bill Hardy
Bill Hardy, Vice President

Countersigned:

Sherril P. Pate

UNOFFICIAL