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DECLARATION OF COVENANTS
AND RESTRICTIONS

Blue Stem Ridge

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Cleveland County, Oklahoma, on

Book _____ Page _____

91

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

BLUE STEM RIDGE

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

BLUE STEM RIDGE

THIS DECLARATION, made on the date hereinafter set forth by Westnoor Investments, L.L.C., hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the Owner of certain property in Moore, County of Cleveland, State of Oklahoma, which is more particularly described as:

Blue Stem Ridge, a subdivision of a part of the SW Quarter, Section 27, T10N R3W, I. M., as shown on the recorded plat thereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1 "**Association**" shall mean and refer to Blue Stem Ridge Homeowners' Association, its successors and assigns.

Section 2 "**Owner**" shall mean and refer to the record Owner, whether one or more person or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3 "**Properties**" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4 "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 5 "**Declarant**" shall mean and refer to Westnoor Investments, L.L.C., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6 "**Density**" shall mean and refer to the maximum number of lots per square acre of land.



ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1 **Membership:** 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 2 **Voting Rights:** The Association shall have two classes of voting Membership:

Class A The Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B The Class B Member (s) shall be the Declarant and shall be entitled to ten (10) votes for each lot owned. The Class B Membership shall cease and be converted to Class A Membership on March 31, 2015.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 **Creation of the Lien and Personal Obligation of Assessments:** The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges, and such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2 **Purpose of Assessments:** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the landscaped areas of public rights-of-way- and common areas located within the platted boundaries of the properties



Section 3 **Maximum Annual Assessments:** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be fifty dollars (\$50.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year with out a vote of the Membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to and Owner, the maximum annual assessment may be increased by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4 **Notice and Quorum for Action Authorized Under Section 3:** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies 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 one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5 **Uniform Rate of Assessment:** Annual assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis, or more frequently as determined by the Board of Directors.

Section 6 **Date of Commencement of Annual Assessments: Due Dates:** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following acceptance of dedication of the street right-of-way by the City of Moore. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.



Section 7 **Effect of Nonpayment of Assessments: Remedies of the Association:** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate equal to 150% of the then current "National Prime" rate of interest. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use or abandonment of his Lot.

Section 8 **Subordination of the Lien to Mortgages:** 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 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 of such assessments as to payments 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.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 1 **Review:** No building, fence, walk, driveway, wall or other structure or other structure or improvement shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the "Architectural Committee", which shall, as used herein, mean either (a) the Declarant, so long as the Declarant is an owner, or (b) thereafter, the Board, or a committee composed of three (3) or more representatives appointed by the Board. With respect to all such submissions, the judgment of the Architectural Committee shall be conclusive. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Committee fails to approve any such design or location within sixty (60) days after the required plans and specifications have been submitted to it, approval will be deemed to have been denied.

Section 2 **Fees:** No fee shall ever be charged by the Architectural Committee or by the Association for the review specified in Section 1 or for any waiver or consent provided for herein.

Section 3 **Proceeding With Work:** Upon receipt of approval as provided in Section 1, the Owner shall, as soon as is practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one (1) year from the date of the approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 1 of this Article.



ARTICLE V

LAND CLASSIFICATION, PERMITTED USES, AND RESTRICTIONS

Section 1 Land Classification: All Lots within the existing property are hereby classified as single-family Lots, i.e. each such Lot shall be used exclusively for single-family residential purposes and for the exclusive use and benefit of the owner thereof; provided, however, that with the written approval of the Developer,

(a) one (1) or more Lots or one (1) Lot and a part of a second Lot may be combined into a Plot. In no case, however, shall more than one (1) residence be placed on a Plot.

(b) No gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any residence or detached structure located thereon; provided however, that this restriction shall not apply to the Declarant. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all the terms and provisions hereof, and to the rules.

Section 2 Density: No section of the property being developed at any one time will be allowed to exceed 4.18 lots per acre.

Section 3 Building Restrictions:

(a) **Minimum Residence Size** No residence which contains less than 1300 square feet, exclusive of basements, open porches, attached carports, attached garages, and detached structures shall be built on any Lot.

(b) **Maximum Residence Height** No residence which contains more than two (2) stories shall be built on any Lot, provided, however, that the ground floor of the main structure of any two-story residence shall contain not less than 900 square feet.

(c) **Materials** The principal exterior material of the first floor of any residence shall be at least seventy percent (70%) brick or stone. Wood of durable variety may be used on the second floor exterior of any residence. Roofs may be of wood shingles or shakes; slate, clay or concrete tile, built-up with stone covering; or "approved" 240 lb. laminated composition shingles. "Approved" shingles shall be limited to those which carry a UL Class "A" fire rating, UL wind resistance rating against winds up to 70 MPH, and a manufacturer's limited warranty for not less than thirty (30) years.

(d) **Garages** Garages must be at least two (2) cars wide but no more than three (3) cars wide and must attach to a residence.

(e) **Building Limit Lines** No building structure or thereof, except as hereinafter provided, shall be erected or maintained on any Lot beyond the front building limit line. Further, no building structure or part thereof shall be erected nearer than five (5) feet to a side Lot line except that cornices, spoutings, chimneys and ornamental projections may extend two (2) feet nearer such side Lot line; such limitations being herein called the "Side Building Limit Lines".

Covered or uncovered, but not enclosed, porches, porte cocheres, patios and carport may not be extended beyond any front building limit line.

(f) **Signs, Billboards, and Detached Structures** No signs or billboards will be permitted upon any Lot except signs advertising the sale or rental of a Lot or Lots which do not exceed five (5) square feet in an area; provided however, that this restriction shall not apply to the Declarant.

No Detached structure shall be allowed on any Lot which (a) exceeds 120 square feet. (b) has a eave height that is more than 6 foot 6 inches. (c) The roof pitch of detached structure exceeds the roof pitch of main residence (d) is not located in the rear of the Lot and enclosed with a 6-foot high sight-proof fence. Exterior of any detached structures may not be covered with or made of metal. No detached structures will be allowed on any lot abutting Sante Fe or SW 34th streets

(g) **Grading and Excavation** No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, 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. Any such interference, encroachment, alteration, disturbance or damage due to the negligence of an Owner or his agents, contractors, or representatives will be the responsibility of such Owner, and the owner of the line, pipe, wire or easement may effect all necessary repairs and charge the cost of the same to such Owner.

(h) **Moving existing Buildings Onto a Lot Prohibited** No existing, erected house or Detached Structure may be moved onto any lot from another location.

(i) **Construction Period** Upon commencement of excavation for the construction of a residence. The work must thereafter be continuous, unless a delay is approved by the Architectural Committee in writing. If a delay of more than ninety (90) days occurs without the Architectural Committee's Consent, which will not be unreasonably withheld, the Declarant (Unless the Declarant is no longer an Owner and then the Association) may, but shall not be obligated to, complete such construction, at the Owner's sole cost and expense.

(j) **Utilities** The Owner of each Lot shall provide the required facilities to receive electrical service and telephone service leading from the sources of supply to any improvements erected on such Lot by means of Underground service conductors installed, owned and maintained by the Owner in accordance with plans and specifications furnished by the suppliers of such services. No Owner shall demand or require the furnishing of such services through or from overhead wiring so long as underground distribution systems are available.

(k) **Sidewalks** Sidewalks shall be constructed on each Lot, within the street right-of-way, adjacent to all property lines paralleling and extending from the property line to the intersecting street curb. Sidewalk construction shall be in accordance with specifications of the applicable codes and ordinances by the City of Moore.

Section 4 General Restrictions:

(a) **Animals** No animals, fish, reptiles, or fowl other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Board shall determine, in its' sole discretion, whether for the purpose of this Section a particular animal, fish, reptile or fowl shall be considered to be a house or yard pet, or a nuisance,, or whether the number of pets on any Lot is unreasonable, provided however, that horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder.

(b) **Storage of Building Materials** No building material of any kind or character shall be placed or stored upon the property line of the Lot upon which the improvements are to be erected and shall not be placed in the Streets or between the curb and the property line.

(c) **Vacant Lots** No Trash, ashes or other refuse may be thrown or dumped on any vacant Lot. Each Owner of a vacant lot is required to keep such Lot in presentable condition or the Association may, at its discretion, mow such Lot, trim trees, remove trash or refuse and, if necessary, and regardless of whether annual maintenance have by then commenced, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as if provided elsewhere herein with respect to other assessments.

(d) **Nuisance** No Noxious or offenses activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.



(e) **Storage Tanks** No tank for the storage of oil, water, or other fluids, or any other substance regardless of nature, may be maintained above the ground, or in the ground. This restriction is not intended to pertain to above or in-ground pools.

(f) **Boats, Trailers and Vehicles: Temporary Residences** Boats, trailers, motorhomes or other recreational vehicles may be kept on the premises provided they are concealed within the residence garage or located behind the Front or Side Building Limit Lines and concealed behind an approved 6-foot high sight-proof fence. Automobiles and pick-up trucks may be parked in driveway. Commercial vehicles, except for pick-up trucks are prohibited. Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence except during construction period and then only by a work man or watchman. No garage or outbuilding on any Lot shall be used as a residence or living quarters.

(g) **Maintenance of Lawns and Plantings on Lots** Each Owner shall keep all shrubs, trees, grass and plantings of every kind on his Lot, to the curb lines, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise encroach upon any street from ground level to a height of fourteen (14) feet without the prior approval of the Architectural Committee.

(h) **Repair of Buildings and Improvements** No Building or improvement upon any Lot shall be permitted to fall into disrepair, but shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

(i) **Garbage, Trash Containers and Collections** All garbage so disposable shall be disposed of in a kitchen sink appliances installed for the purpose by each Owner in his residence. All other refuse, including lawn and garden clippings and trash, shall be kept in containers. In no event shall such containers be maintained so as to be visible from the streets or neighboring property except to make them available for collections, and then only for the shortest time reasonably necessary to effect such collection.

(j) **Clothes Drying Facilities** No outside clothes drying or airing facility shall be Visible From Streets or Neighboring Property.

(k) **Treehouse, Platforms, and Antennae** No treehouses, platforms in trees or other similar structures, or radio or television antennae shall be Visible from Neighboring Property.

(l) **Fences** Fences may be erected along rear property lines, side Lot lines on interior Lots and on or behind Front Building Limit Line or Side Building Limit Line abutting the side street or a Corner Lot as shown on the recorded plat. Fences shall be constructed of wood plank, stockade or similar wood materials and shall have finished picket or decorative side facing front and/or side streets. Brick or stone fences may be approved subject to Architectural Committee approval.



(m) Sub-Division Fences and Entrances All perimeter fencing abutting Santa Fe on the West and SW 34th street on the south shall be constructed of the same materials and shall be of the same design. Decorative side of fencing will face Santa Fe on the west and SW 34th street on the south. Entrances to the subdivision will be uniform in design.

ARTICLE VI

GENERAL PROVISIONS

Section 1 Enforcement: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no way event be deemed a waiver of the right to do so thereafter. In any suit brought hereunder, the plaintiff(s) shall be entitled to recover reasonable attorneys' fees, together with the costs of the action.

Section 2 Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3 Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of one hundred (100) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years.

Section 4 Additions to existing property: Additional lands may become subject to this Declaration in the following manner:

(a) Additions in Accordance with a General Plan of Development The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional contiguous properties in future stages of the development (herein called "General Plan") prepared prior to the sale of any Lot and made available to every purchaser at the Declarant's or Association's office prior to such sale. The additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions (herein called "Supplementary Declaration") with respect to the additional property which shall extend the scheme of the covenant and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any of the added properties, provided they are not inconsistent with the scheme of this Declarant. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants and restrictions established by this Declaration within the Existing Property.



(b) Other Additions Upon approval in writing of the Association pursuant to a vote of its Members as provided in its Articles of Incorporation, the Owner of any contiguous property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection 4(a) hereof.

(c) Mergers Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, right and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with the Covenants and Restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, modification or addition to the covenants established by this Declaration or any Supplementary Declaration within the Properties.

(d) 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 assignment or conveyance being made, its assignees or grantees may at their option, exe, 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. No such assignment, transfer or conveyance, however, Shall effect any revocation, modification or addition to the covenants established.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 12TH day of JULY, 2001. 2002.

Attest:

Pat Pinson

Westmoor Investments, L.L.C.

Marvin Haworth
Marvin Haworth, Member

Jim McBride
Jim McBride, Member

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STATE OF OKLAHOMA)
) SS
COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public in and for said County and State, on this 12TH day of JULY, 2002, ~~2001~~, personally appeared Marvin Haworth and Jim McBride, to me known to be the identical persons who subscribed the name WESTMOOR INVESTMENTS, L L C to the foregoing instrument as its Members and acknowledge to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of such company, for the uses and purpose therein set forth.

WITNESS MY HAND and official seal the day and year last above written.

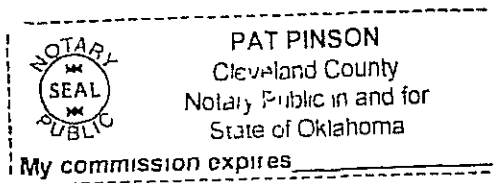
My Commission Expires:

JANUARY 29, 2006

Pat Pinson

Notary Public - ~~Martha Brewster~~

PAT PINSON #01019938



First American Title & Trust Co.
P. O. Box 6860
Moore, OK 73153

Exhibit B

Legal Description
Tract 2
Haworth-Turner Project
Moore, Oklahoma

December 14, 2001

Being a part of the Southwest quarter (S W $\frac{1}{4}$), Section 27, T10N, R3W, 1 M, Moore, Cleveland County, Oklahoma, and being more particularly described as follows:

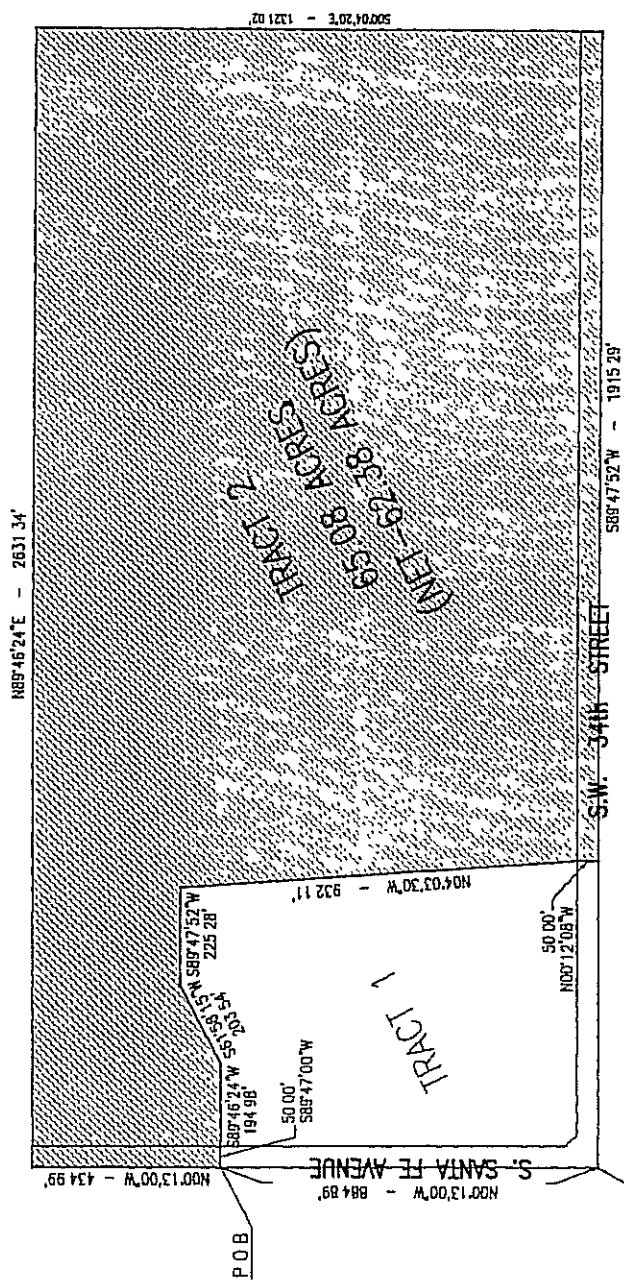
COMMENCING at the S W corner of said S W $\frac{1}{4}$,
THENCE North $00^{\circ}13'00''$ West, and along the west line of said S W $\frac{1}{4}$ and the centerline of S Santa Fe Avenue, a distance of 884 89 feet to the POINT OF BEGINNING

THENCE continuing North $00^{\circ}13'00''$ West, and along said west line and said centerline, a distance of 434 99 feet,
THENCE North $89^{\circ}46'24''$ East a distance of 2631 34 feet;
THENCE South $00^{\circ}04'20''$ East a distance of 1321 02 feet to a point on the south line of said S W $\frac{1}{4}$ and the centerline of S W. 34th Street,
THENCE South $89^{\circ}47'52''$ West, and along said south line and said centerline, a distance of 1915 29 feet,
THENCE North $00^{\circ}12'08''$ West a distance of 50 00 feet to a point on the north line of S W 34th Street,
THENCE North $04^{\circ}03'30''$ West a distance of 932 11 feet,
THENCE South $89^{\circ}47'52''$ West a distance of 225 28 feet,
THENCE South $61^{\circ}58'15''$ West a distance of 203 54 feet,
THENCE South $89^{\circ}46'24''$ West a distance of 194 98 feet to a point on the east right-of-way line of S Santa Fe Avenue,
THENCE South $89^{\circ}47'00''$ West a distance of 50 00 feet to the POINT OF BEGINNING

Containing 65 08 acres, more or less The net area, which excludes rights-of-way for S Santa Fe Avenue and S W 34th Street, is 62 38 acres



Handwritten signature
11/11



TRACT 2
HAWORTH-TURNER PROJECT
MOORE, OKLAHOMA
12-14-01

NOTE: THE NET AREA EXCLUDES THE STREET RIGHTS-OF-WAY OF S. SANTA FE AVENUE AND S.W. 34TH STREET



SCALE 1" = 300'