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AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
EDINBURGH
A RESIDENTIAL SUBDIVISION TO THE
CITY OF OKLAHOMA CITY, OKLAHOMA

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EDINBURGH (this "Declaration"), made as of the 28 day of June, 2018, by Edinburgh Owners Association, Inc., an Oklahoma non-profit organization (the "Association"), amending and restating, in its entirety, that certain Declaration of Covenants, Conditions and Restrictions of Edinburgh which was recorded on May 10, 1999 in Book 7585, Pages 988-1007 with the County Clerk of Oklahoma County, as amended by those certain Amendments to the Declarations of Covenants, Conditions and Restrictions for Edinburgh which were recorded on August 6, 1999 in Book 7656, Pages 791-792 and on March 7, 2000 in Book 7793, Pages 376-378 with the County Clerk of Oklahoma County, respectively, (collectively, the "Initial Declaration").

WITNESSETH

WHEREAS, Bill Roberts, Inc. and Bill Roberts Building Co., Oklahoma corporations (collectively, the "Declarant") filed the Initial Declaration against that certain real property then owned by the Declarant located in Oklahoma County, Oklahoma as more particularly described in Exhibit "A" attached hereto (the "Property" or "Edinburgh");

WHEREAS, Edinburgh has been developed as a single family residential development within the provisions of 60 Okla. Stat. §§ 851 through 855, inclusive, in order to insure the management, maintenance, preservation, improvement and control of commonly owned areas or any portion of or interest in them and to enforce all mutual, common or reciprocal interests in or restrictions upon all portions of such separately owned lots, parcels or areas, and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereinafter created;

WHEREAS, for the purpose of exercising the aforementioned functions, the Association was incorporated on the 7th day of May, 1999, under the laws of the State of Oklahoma, as a non-profit corporation;

WHEREAS, by means of that certain Quit Claim Deed dated effective March 2, 2000, and recorded in Book 7793, Page 0379 of the Oklahoma County Clerk Records, and pursuant to Article 4, Section 3(b) of the Initial Declaration, the Declarant transferred to and vested in the Association all of its rights and privileges as Declarant to own, develop, maintain and operate the Property; and

WHEREAS, in accordance with Article 8, Section 3 of the Initial Declaration, the Association seeks to amend and restate the Initial Declaration to clarify the intent of certain provisions contained in the Initial Declaration and to otherwise modify certain provisions of the Initial Declaration to adapt to the current administration of the Property, as hereafter set forth.

NOW, THEREFORE, in consideration of the premises, the provisions hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association does hereby amend and restate the Initial Declaration as hereafter set forth and declares the following terms and conditions to run with title to the Property:

ARTICLE 1

DEFINITIONS

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

1. Articles. "Articles" shall mean the duly adopted Articles of Incorporation of the Association, as the same may be amended from time to time.

2. Assessments. "Assessments" shall mean that portion of the cost of maintaining, improving, repairing, insuring, operating and managing the Property which is to be paid by each separate Owner as determined by the association.

3. Association. "Association" shall mean and refer to Edinburgh Owners Association, Inc., a non-profit corporation incorporated under the laws of the State of Oklahoma, its successors and assigns.

4. Association Fence. "Association Fence" shall mean the fence constructed and installed by the Declarant appurtenant to 160th Street, as well as each masonry privacy fence on the boundary of any individual lot and the entrance/security gate.

5. Board of Directors. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

6. Building. "Building" shall mean one or more of the buildings or structures located or to be located on the Property.

7. Bylaws. "Bylaws" shall mean and refer to the Bylaws of the Association appended hereto as Exhibit "B", as such Bylaws may be amended from time to time.

8. Common Areas. "Common Areas" shall mean the following elements of the Property:

   a. All of the area on the Plat not included in the numerically identified lots to be separately owned, whether improved or unimproved, which are owned, leased or controlled by the Association for the common use and enjoyment of Members of the Association.

   b. Parking areas not located on a Lot, streets and roadways, and all parking structures, storage areas and facilities not located on a lot.

   c. Those installations of central services including power, common lighting, gas, irrigation, water service up to its connection to a Lot, and all utilities servicing Common Areas.

d. All equipment, entry gates, apparatus and installations existing or installed for common use.

e. All other parts of the Property necessary or convenient to its existence, maintenance, or safety, and normally in common use including the greenbelt area, fences located appurtenant to the Lots or located on the Common Area, perimeter fencing, and all landscaping and irrigation installed by the Declarant or the Association.

9. Common Expenses. "Common Expenses" shall mean the following:

a. Expenses of administration, maintenance, repair or replacement of Common Areas, including maintenance of streets, to the extent such expenses are to be borne by the Association.

b. Amounts deposited in the Operating Account, Maintenance and Insurance Reserve Account for maintenance, repair, and replacement of elements of the Common Areas.

c. Expenses declared common by the provisions this Declaration or by the Bylaws.

10. Common Profit. "Common Profit" shall mean the balance of all income, rents, profits and revenues from the Common Areas and Association dues and Assessments remaining after the deduction of the Common Expenses.

11. Covenants. "Covenants" shall mean the conditions, covenants, restrictions, dedications, easements, charges and liens set forth in this Declaration hereby to which the Property is, together with any additional property as may by subsequent amendment be added is subjected.

12. Lot. "Lot" shall mean any one of the separately identified parcels of real property, numerically described and designated as a Lot on the Plat appended as Exhibit "A", or any additional Plat filed by the Declarant or the Association on lands annexed hereto.

13. Member. "Member" shall mean and refer to an Owner of a Lot.

14. Owner. "Owner(s)" shall mean the record owner, whether one or more persons or entities, of legal title to any Lot which is or may become a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each Owner shall be a Member of the Association.

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

16. Plat. "Plat" shall mean each and every Plat filed by the Declarant or the Association and recorded in the records of the County Clerk of Oklahoma County, Oklahoma, which covers all or any portion of the Property.

17. Residence. "Residence" shall mean an improvement constructed for occupancy by a single family located on one Lot. Each Residence shall be constructed in conformity with the architectural and design standards set forth herein.

18. Resident. "Resident" shall mean any individual residing within Edinburgh, including both Owners and non-owners.

19. Residential Use. "Residential Use" shall mean the occupation or use of a Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.

20. Single Family. "Single Family" shall mean one or more persons each related to the other by blood, marriage, legal adoption or legal guardianship, or a group of not more than three persons not all so related, who maintain a common household in a Residence. Single Family shall also include domestic servants who maintain a common household in a Residence.

All other defined terms used herein shall have the meanings set forth in this Declaration.

ARTICLE 2

[INTENTIONALLY OMITTED]

ARTICLE 3

DESCRIPTION OF PROPERTY, DIVISION OF PROPERTY, AND CREATION OF PROPERTY RIGHTS

1. Division of Property. The Property is hereby divided into the following separate freehold estates:

a. Lots. The Lot designations and statement of location and immediate area to which any Lot has access and any other data necessary for its proper identification are graphically described on the Plat.

b. Common Areas. The remaining portion of the Property, referred to herein as Common Areas, including Block A, as graphically described on the Plat. The Common Areas are deemed appurtenant to each Lot and are declared to be permanent in character and cannot be separated from the Lot to which it is appurtenant. Each Owner may use the Common Areas in accordance with the purposes for which it is intended without hindering the exercise of or encroachment upon the rights of any other Owner.

2. Common Areas and Dedication of Easements. Edinburgh Owners Association, Inc. is the record owner of all right, title and interest in and to the Common Areas within Edinburgh, being more specifically described as Blocks A, the Association Fence, interior and perimeter fencing located on or appurtenant to the Property, all roadways and streets, as described on the Plat, and an easement for access to, construction on, and maintenance of, all Common Areas, as defined herein, less and except all oil, gas and other minerals, easements, restrictions, rights-of-way, conveyances and zoning ordinances of record. Within the Initial Declaration, the Declarant granted to the City of Oklahoma City an easement over and across the Common Areas for the purpose of a fire lane and other emergency services and use by the City Police for police protection purposes, and for garbage services. The Declarant further dedicated

in the Initial Declaration all easements shown on the Plat to the use of the public for public utility purposes and in this connection does authorize any franchised utility company, including the City of Oklahoma City, to use so much of the Common Areas for utility purposes as is needed to install, repair and maintain water lines, sewer lines, electric lines, gas lines, cable lines and telephone lines. Such easements and dedications described herein remain in full force and effect.

3. Lots Subject to Restrictions. All Lots in Edinburgh shall be acquired, transferred, assigned or conveyed subject to the easements, conditions, restrictions and covenants of ownership set forth in these Covenants and in the Bylaws.

4. Owners' Easements of Enjoyment. Every Owner has the right and easement of enjoyment in and to all the Common Areas in their entirety which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to control and limit the use of the Common Areas as provided in Article 7, Section 30 hereof, the Plat, the Bylaws and the rules and regulations of the Association and its committees, including the Architecture Committee. The Association, its successors, assigns and grantees, covenant and agree that the undivided interests in the Common Areas, and the exclusive easements of the Common Areas, and the fee simple title to the respective Lots conveyed herewith shall not be separately conveyed and each such undivided interest and exclusive easement shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the fee simple title to the Lot.

ARTICLE 4

ASSOCIATION, ADMINISTRATION. MEMBERS AND VOTING RIGHTS

1. Association to Manage Property. The administration of the Property shall be governed by these Covenants and the Bylaws of the Association, a true copy of which shall be available for inspection by all Owners at the offices of the Association. Each Owner shall comply strictly with these Covenants and the Bylaws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be amended from time to time.

2. Membership. The Association shall be composed of all of the Owners of separate Lots as same are hereinabove described. Membership in said Association shall be appurtenant to, and may not be separated from, ownership of any Lot, even though such interest and membership is not expressly mentioned in the deed or other instrument of conveyance. Ownership of a Lot shall be the sole qualification for membership in the Association.

3. Members. The Association shall consist of a single class of Members. Members shall be all those Owners of single-family residential Lots. Each Member shall be entitled to one vote for each Lot in which he holds the interest required for membership as set forth herein. 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.

4. Voting. The proportionate representation for voting purposes in the meetings of the Association shall be one (1) vote per Lot.

5. Membership Meetings. Annual and special meetings of the Association shall be held in accordance with the provisions of the Bylaws.

6. Board of Directors. The affairs of the Association shall be managed by a Board of Directors, which is established by the Bylaws. The Board shall conduct regular and special meetings according to the provisions of the Bylaws.

7. Insurance Requirement. Each Owner shall be required to obtain insurance at his own expense on his or her Lot, improvements and on all furnishings and other items of personal property belonging to the Owner. Casualty and public liability insurance coverage within each Lot are specifically made the responsibility of the Owner thereof.

8. Sex Offenders. Notwithstanding anything herein to the contrary and pursuant to 57 Okla. Stat. § 590, as amended, no person who is required to register pursuant to the Sex Offenders Registration Act of Oklahoma (57 Okla. Stat. §§ 581 *et seq*) may reside in Edinburgh either as an Owner of a Lot, as an occupant of a Residence, or in any other capacity.

ARTICLE 5

MAINTENANCE AND ASSESSMENTS

1. Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot in Edinburgh, 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, as hereinafter defined; and (2) Special Assessments, as hereinafter defined, each such Assessment to be fixed, established, and collected from time to time as hereinafter provided. The Annual Assessments 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 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 recorded and/or foreclosed in any manner provided by 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 attorneys' 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 shall not pass to his or her successors in title unless expressly assumed, but, nevertheless, the lien shall continue to be a charge and lien upon the land as above provided.

2. Annual Assessments. There shall be an annual Assessment due from each Owner of a Lot ("Annual Assessment"). The total of such Assessments for all Lots shall be (i) the estimated expenses of the Association in carrying out the obligations described herein for such calendar year and the estimated costs of the maintenance and repair of the Common Areas, maintenance of the portion of each Lot to be maintained by the Association, payment of all

insurance premiums due on policies of insurance obtained by the Board, and payment of all other recurring obligations of the Association, including utilities (the "Operating Account Requirement"), plus (ii) an amount, to be determined by the Board, to be set aside during the fiscal year to provide for the maintenance, repair or replacement of large infrastructure items relating to the Common Areas and the portions of each Lot to be maintained by the Association (the "Maintenance and Insurance Reserve Account Requirement"), and (iii) the funds necessary to periodically paint the exteriors of the Residence on each Lot (the "Paint Reserve Account Requirement").

3. Increase (Decrease) in Annual Assessment. After consideration of the Operating Account Requirement, Maintenance and Insurance Reserve Account Requirement and Paint Reserve Account Requirement of the Association, the Board may increase (or decrease) the amount of the Annual Assessment each year, such increase to be made prior to, but effective as of the beginning of, such year, provided any increase in excess of 10% shall first be approved by a majority vote of the Members present in person or by proxy, and entitled to vote at a meeting held prior to the commencement of the year for which such increase is to be made and duly called for such purpose. Written notice of such meeting shall be sent by the Board to all Members not less than 10 days or more than 30 days in advance of the meeting, setting forth the purpose of the meeting.

4. Special Assessments. The Association may levy a special Assessment upon Members, other than non-resident Builders, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or related to the Common Areas, including the streets, community pool, Buildings, fixtures, personal property or fences located on or on a part of the Common Areas, or to defray any unanticipated or underestimated expense normally covered by the Annual Assessments including, but not limited to, applicable attorneys' fees (and, where necessary, for taxes assessed against the Common Areas) ("Special Assessment"); provided that, any such assessment or charge as to any period shall have the assent of a supermajority (75%) of the Board at a meeting of the Board. Such Special Assessment shall become effective unless disapproved by a vote of the Members representing at least a majority of the Lots at a special meeting of the Members called for such purpose in accordance with Section 3.3 and Section 3.4 of the Bylaws.

5. Certificate of Payment. The Association shall, upon demand, furnish to any Member, mortgagee of a Member, or prospective purchaser of any Lot a certificate in writing signed by an officer of the Association, setting forth whether the Assessments on the specified Lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of such certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

6. Operating, Maintenance and Insurance Reserve, and Paint Reserve Accounts. All collected Annual Assessments shall be deposited into commercial bank accounts in a bank or trust company to be selected by the Board. The Board shall maintain three separate accounts, an "Operating Account," a "Maintenance and Insurance Reserve Account" and a "Paint Reserve Account." The Board shall have control of said accounts and shall be responsible to the Members for the maintenance of accurate records thereof at all times.

a. Operating Account. The Board shall deposit into the Operating Account that portion of the Annual Assessments deemed necessary by the Board for the estimated costs of the Association in carrying out the obligations described herein for such calendar year, including, but not limited to, utilities and insurance premiums, and the estimated costs of any necessary construction, reconstruction, repair or replacement of a capital improvement on or related to the Common Areas and those portions of the Lots maintained by the Association, including the streets, community pool, Buildings, fixtures, personal property or fences located on or on a part of the Common Areas or applicable portions of the Lots, as well as to defray any unanticipated or underestimated expense including, but not limited to, applicable attorneys' fees (and, where necessary, for taxes assessed against the Common Areas).

b. Maintenance and Insurance Reserve Account. Not less than five thousand dollars ($5,000.00) attributable to the Maintenance and Insurance Reserve Account shall be set aside each calendar year for the purpose of large infrastructure expenses, such as street repairs and wall repairs, relating to the Common Areas and the portions of each Lot to be maintained by the Association. The amount of funds to set aside each year may be increased by a decision of the Board. The Board shall have control of the Maintenance and Insurance Reserve Account and shall expend funds from such account for the purpose of defraying any excessive expense normally covered by the Operating Account.

c. Paint Reserve Account. The Board shall deposit the remaining portion of the Annual Assessments into the Paint Reserve Account. Not less than two hundred fifty dollars ($250.00) per Residence attributable to the Paint Reserve Account shall be set aside each calendar year for the purpose of defraying the expense of the periodic painting of the exterior portion of the Residence located on each Lot. The Board shall cause the exterior of each Residence to be painted as necessary, but not less often than once every eight (8) years, unless otherwise determined by the Board. The Board shall not be obligated to expend more than the cumulated contribution attributable to a Lot in causing the exterior of the Residence located thereon to be painted periodically. Any deficiency in the reserve funds as to the amount required to cover the cost of painting the exterior of an individual Residence shall be the sole obligation of the owner of the Lot.

7. Purpose of Assessments. The Assessments, including the Annual Assessment and any Special Assessments which may be levied by the Association, shall be used exclusively to provide for the operation, maintenance and improvement of the Common Areas, and funding for the Paint Reserve Account, for the common good of the Property, and the enforcement by the Board of these Covenants. No individual Member shall use any portion of the Assessments for any individual purpose. The Board may elect to acquire, and charge as an expense against the Operating Account, such fidelity insurance on its officers and members of the Board as may be desired and appropriate.

8. Allocation of Assessments. Each Lot owned by Members shall bear an equal share of any aggregate Annual Assessment and Special Assessment.

9. Transfer of Lot by Sale or Foreclosure. Sale or transfer of any Lot shall not affect the Assessment lien; however, the sale or transfer of any Lot pursuant to mortgage

foreclosure shall extinguish the lien of such Assessment as to payments which became due prior to such sale or transfer, except for Assessment liens recorded prior to the mortgage. Provided, however, any purchaser or transferee of Lot shall thereafter be subject to the terms and conditions of these Covenants as an Owner, including any and all Annual and Special Assessments assessed against the Lot after the date of such transfer. No sale or transfer shall relieve such Owner from liability for any Assessments thereafter becoming due or from the lien thereof. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association against the grantor for his or her 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, if any such grantee shall have received a statement from the Association setting forth the amount of the unpaid Assessments due the Association, such grantee shall not be liable for, nor shall the Lot be subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in the statement except for any Assessment becoming due after the date of the statement.

10. Commencement Date of Annual Assessments. The Annual Assessments provided for herein shall commence on the date on which a single-family home is constructed thereon and first occupied by the Owner or by any other person occupying all or any part of such structure. The Board shall determine the amount of the Annual Assessment due from such Owner, calculated by the following formula: Annual Assessment amount x days remaining in calendar year/365. The Board shall notify the Owner of the amount of the Assessment due from such initial Owner. The initial Annual Assessment shall be due within 45 days of receipt of notice from the Board of the amount owed. Thereafter, Annual Assessments attributable to such Lot shall be due and owing as of January 1st of each subsequent year by the Owner of the occupying same as of said date.

11. Sanctions. The Board may impose Sanctions, as defined in Section 11(e) hereof, for violations of any term in these Covenants.

a. In the event the Board determines an Owner has violated any provision contained in these Covenants (the "Violation"), the Board shall deliver written notice to such Owner describing (i) the nature of the alleged Violation, (ii) a statement that the alleged violator may present a written request for hearing to the Board within fifteen (15) days of delivery of the notice, and (iv) the proposed Sanction to be imposed upon failure to cure (the "Violation Notice").

b. If a timely request for a hearing is not received by the Board, the Sanction stated in the Violation Notice shall be imposed; provided, the Board may, but shall not be obligated to, suspend any proposed Sanction if the violation is cured or if a cure is diligently commenced within the fifteen (15) day period. Such suspension shall not constitute a waiver of the right to impose Sanctions in connection with future Violations of the same or other provisions and rules by any Owner.

c. If a hearing is requested within the allotted fifteen (15) day period, the hearing shall be held before the Board in a special meeting called for such purpose. The alleged violator shall be afforded a reasonable opportunity to be heard.

d. If a hearing is held before the Board, the alleged violator shall have the right to appeal the decision of the Board by demanding a Special Meeting of the Members pursuant to Section 3.3 and Section 3.4 of the Bylaws within fifteen (15) days after the hearing date.

e. As used herein, Sanctions may include, without limitation some or all of the following, in the discretion of the Board:

i. imposing reasonable monetary penalties in accordance with the schedule described in Article IX of the Bylaws (which shall constitute a lien upon the violator's Lot);

ii. suspending an Owner's right to vote;

iii. suspending any Owner's right to use any recreational facilities within any of the Common Areas; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

iv. suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than thirty (30) days delinquent in paying any Assessment or other charge owed to the Association;

v. levying specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with these Covenants.

The foregoing shall collectively be referred to as "Sanctions," and the use and enforcement of any monetary Sanction shall be governed by the terms of Section 12 and Section 13 hereof, respectively.

12. Assessments and Sanctions Non-refundable. All Assessments and Sanctions paid by Members shall be irrevocable and non-refundable to the Members. All monies accrued in the Operating Account, Maintenance and Insurance Reserve Account and Paint Reserve Account or as a monetary Sanction shall accrue solely to the benefit of the Association and the purposes set forth herein.

13. Enforcement of Assessment Obligations and Sanctions; Priorities. Discipline. Any part of any Assessment or monetary Sanction not paid within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid. When a notice of Assessment, Sanction, and/or lien has been recorded, such Assessment or Sanction shall constitute a lien on the Lot which is prior and superior to all other liens except (1) all taxes, bonds, Assessments and other levies which, by law, would be superior thereto and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Association, its attorney or other person authorized by this document or by law to make the sale. The Association, acting on

behalf of the Owners, shall have the power to bid for the Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid Common Expenses, rent and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties, which penalties may include attorneys' fees and expenses of litigation or collection, against an Owner who is in default in payment of any Assessment or Sanction, after notice and hearing in accordance with Section 11 hereof.

ARTICLE 6

DUTIES AND POWERS OF THE ASSOCIATION AND BOARD

1. Statutory Duties and Powers of the Association. The duties and powers of the Association shall be as required, implied or necessary by 60 Okla. Stat. §§ 851 through 855, inclusive, as same presently exist or may be hereafter amended relative to Real Estate Developments.

2. Other Duties and Powers of the Association. In addition to the duties and powers enumerated in the Bylaws or elsewhere provided for herein, the Association, acting through the Board, may enforce these Covenants and shall:

a. Maintenance and Repairs. Maintain, insure, repair, replace, restore, operate and manage all of the Common Areas, including, but not limited to, the streets and roadways, entrance gate, all facilities, improvements, equipment and furnishings of Buildings located on Common Areas, landscaping of Common Areas, maintenance of front lawns, maintenance of front yard shrubbery, maintenance of side lawns outside each Residence's enclosed fences and the side lawn shrubbery located thereon, periodic painting of the exterior of Residences in accordance with Section 6(c) of Article 5 of this Declaration; maintenance of the Association Fence, maintenance of property that may be acquired by the Association and such other functions and duties as may be imposed by these Covenants, the Bylaws, and the rules and regulations of the Association. For purposes of this Declaration, maintenance by the Association of front lawns and side lawns shall include mowing and trimming services only, and shall not include any replacement or landscaping costs and services, which shall be the responsibility of each Owner.

b. Enforcement. Enforce the provisions of this Declaration by appropriate means including, without limitation, the expenditures of funds of the Association, the employment of legal counsel and the commencement of legal proceedings.

c. Insurance. Maintain such policy or policies of insurance as are required by this document or as the Board deems necessary or desirable in furthering the purposes of and protecting the interests of the Association.

d. Rules and Regulations. The Board shall adopt and enforce such rule and regulations as the Board deems desirable for the use, security and safety of Owners in respect to the Common Areas. Rules and Regulations adopted by the Board shall be prominently displayed or otherwise published to the Owners.

e. Reservation for Access, Maintenance, Repair and Emergencies. The Owners shall have the irrevocable right, to be exercised by the Board, or its agent, to have access to each Lot from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas thereon or accessible therefrom, or for making emergency repairs necessary to prevent damage to the Common Areas or to another Residence. The Association shall have the right to grant permits, licenses and easements over the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

ARTICLE 7

USE RESTRICTIONS AND ARCHITECTURAL CONTROL

In addition to all of the covenants contained herein, the use of the Property and each Lot therein is subject to the following use restrictions and architectural controls and limitations:

1. Single Family Use. The Buildings, and each of the Lots are intended for and restricted to use as Single Family Residences as defined herein. A Lot shall not be subdivided, nor shall any part less than the whole thereof be sold or otherwise transferred. No gainful occupation, profession, business, trade or other non-residential activity except personal business shall be conducted on any Lot.

2. Leases. No Owner may lease his or her Residence until such Owner has occupied the Residence as such for not less than twelve (12) months. Any lease of a Residence shall be for a minimum period of twelve (12) months, shall be in writing and shall be subject to the terms, conditions and provisions of these Covenants. The Board may authorize variances to the foregoing requirements if, upon proper showing by the Owner, a unique hardship so dictates. Any Owner leasing a Residence to a third party must register the name, address and telephone number of the tenant with the Board and must certify he or she is in compliance with these Covenants.

3. Nuisances. No noxious, illegal or offensive activities shall be carried on in any Lot, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment by an Owner of his or her respective Lot, or which shall in any way increase the rate of insurance for the Property, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any Building. The Board shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

4. Architecture Committee. No Residence or structure shall be erected or altered on any Lot except as approved by the Board in accordance with terms and procedure set forth herein. An Owner desiring to erect or alter a Residence or structure shall submit its building plans and specifications and plot plan showing the location of such Residence or structure to an architecture committee composed of two or more Members appointed by the Board (the "Architecture Committee"). The Architecture Committee shall have thirty (30) days to attest in writing to the conformity and harmony of external design with existing structures in Edinburgh, and as to the location of the building with respect to topography and finished ground elevation

and submit such approval to the Board. The Board shall approve or disapprove in writing the building plans within thirty (30) days after the attestation by the Architecture Committee shall have been submitted to it. In the event the Architecture Committee fails to submit the attestation such design and location within thirty (30) days after said plans and specifications shall have been submitted to it, attestation by the Architecture Committee will not be required and the Owner submitting such plans and specifications shall submit the plans and specifications directly to the Board. In the event the Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications shall have been submitted to it, or within thirty (30) days after receipt of the Architecture Committee's written attestation, approval by the Board will not be required and the Owner submitting such plans and specifications shall be deemed to have complied with this provision, so long as the plans and specifications strictly conform with this Declaration. The Board or Architecture Committee may act upon its own motion or upon the written request of any Owner. The Association, Architecture Committee or its representatives may institute suit to enjoin or to remove such additions, alterations or improvements, which have not been approved as provided herein, at any time, and all costs and attorneys' fees shall be the responsibility of the Owner whose actions caused such suit to be instituted. No permission or approval shall be required to rebuild in accordance with the original plans and specifications or to rebuild in accordance with the original specifications previously approved by the Board. Neither the members of the Architecture Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this Declaration.

5. Structural Size Restriction. The floor area of the main structure, exclusive of porches, basements and garage(s), shall not be less than one thousand six hundred fifty (1,650) square feet.

6. Brick or Stone Construction. Unless otherwise approved by the Architecture Committee, the principal exterior of the first floor of any Residence, excluding the roof, shall be at least eighty percent (80%) brick, stone or stucco, as approved by the Architecture Committee, and twenty percent (20%) may be frame wood, shingles or other materials which will blend together with the brick, stone or stucco. It is the intent of this restriction to allow panels of other materials other than brick, tone or stucco to be used, but in no event shall a continuing wall consisting of twenty percent (20%) or more of the exterior of the Residence be built of any material other than brick, stone or stucco. This restriction is intended to restrict the principal exterior of the first floor of Residences to masonry in their construction, but may be modified to allow use of other materials to blend with the masonry to eliminate repetition of design, provided such modification must be approved in writing, in advance, by the Architecture Committee. All fireplace chimneys or chases for wood burning fireplaces shall be constructed of masonry or masonry veneer.

7. Garages and Carports. Garages must be at least two cars wide and must be attached to the Residence. No carports shall be permitted on the Property.

8. Roof Construction. Unless otherwise approved by the Architecture Committee in writing, the roof of each residential structure in Edinburgh shall be constructed with shingles, which shingles shall be described in the current Edinburgh HOA Directory provided to the Owner(s) of each Lot. Upon written application to the Architecture Committee, the Architecture

Committee may approve variances to this restriction if such variance, in the opinion of the Architecture Committee, conforms to the architectural standards of Edinburgh. All such variances must be approved in writing by the Architecture Committee.

9. Setback and Side Building Limits. No building structure or part thereof shall be erected or maintained on any Lot nearer to the front street or the side street than the front building limit or the side building limit line as shown on the Plat. No building structure or any part thereof shall be located, placed or maintained within five feet (5') of the side Lot line of any Lot. No building structure or part thereof shall be erected or maintained within seven and one half feet (7.5') of the back lot line.

10. Garbage, Trash and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed from the Property and any Lots, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers.

11. Pets. No animal shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal or breed of animal shall be kept. No more than two household pets may be kept without written permission of the Association. No pets may be permitted to run loose within Edinburgh. Each Owner is responsible for curbing their own pets and the immediate removal of their pet's excrement from any Common Area or any front or side yard of a Lot, including such Owner's Lot.

12. Above Ground Pools. No pools with a capacity of more than 250 gallons of water shall be installed, placed, erected or maintained above the surface of the ground of any Lot.

13. Vehicle Restrictions. No trailer, camper (including a camper shell on a pickup truck or other vehicle), mobile home, commercial vehicle, truck (other than standard size pickup truck), vehicle in the process of being repaired or otherwise being presently inoperable, boat or similar equipment shall be permitted to remain upon any area within Edinburgh, except within a completely enclosed garage, other than temporarily. For purposes of this restriction "temporarily" means a period less than twelve (12) hours. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or marking of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Association. No noisy, off-road or unlicensed motor vehicles shall be maintained or operated in Edinburgh. No overnight parking of any vehicle on the street is permitted. Provided, however, that vehicles may be parked in the over-flow parking area (located in the greenbelt common area) by Residents or guests of Residents and for a period of up to three (3) days, it being the intent that such overflow parking shall only be used to accommodate temporary needs of Residents and guests. Use of the overflow parking by a Resident or Resident's guest for a period of more than three (3) consecutive days or habitual use by a Resident or guest is prohibited. The Board may adopt such rules and regulations as deemed necessary in regard to use of the overflow parking area.

14. Signs. No signs or billboards shall be displayed to the public view on any Lot except signs placed by builders or licensed Realtors for the sale or rental of property and such

signs as are approved by the Association or committee appointed by the Association. Provided, an Owner's "For Sale" or "For Rent" sign, approved by the Association as to size and content, may be displayed.

15. Radio and Television Antennas. No radio tower shall be constructed or installed upon any Lot or Common Area. No alteration to, or modification of, a central radio or television antenna or cable system, whichever is applicable, shall be permitted and no Owner may be permitted to construct, use or operate his or her own external radio or television antenna, including satellite dish receivers with diameters in excess of eighteen inches (18"), without the written consent and approval of the Architecture Committee.

16. Power Equipment and Car Maintenance. No power equipment, workshops or car maintenance shall be permitted on any lot as a commercial venture. Car maintenance, other than routine servicing of vehicles (oil change, car wash, etc.), shall not be conducted on the Property except wholly within the garage of a Residence.

17. Temporary Structures. No structure of a temporary nature, including trailers, basements, tents, shacks, garages, barns or other outbuilding shall be used on any lot or building site at any time as a residence, either temporarily or permanently. This restriction shall not apply to temporary business offices of Builders.

18. Outbuildings and Treehouses. No outbuildings, sheds, tree houses or storage structures shall be constructed or located on any Lot.

19. Fencing and Fence Restrictions. The Association Fence shall be uniform in design and as originally constructed by the Declarant. The original fence constructed by the Declarant on the perimeter of the Property and/or appurtenant to any Lot together with an easement for access to said fence for repair and maintenance, shall be deemed a part of the Common Areas. Any fence, other than the Association Fence, is prohibited without the prior written approval of the Architecture Committee. The Association Fence shall be the only perimeter fence permitted on, or adjacent to, the lot lines. No Owner of any Lot shall construct any additional fence parallel to the Association Fence. Extensions, additions or modifications to the Association Fence are prohibited without the prior written approval of the Architecture Committee. The Association shall be responsible for maintenance and repair of the Association Fence. Each Owner shall be responsible for removal of any and all vegetation located on the Association Fence located on or near such Owner's Lot to permit painting or repair by the Association.

20. Basketball Goals. Basketball goals, except goals erected and maintained by the Association, are not permitted on the Property.

21. Fireworks. The use and discharge of firecrackers and other fireworks on the Property is strictly prohibited.

22. Sales. Any estate sale, garage sale, moving sale, yard sale, rummage sale or similar activity is strictly prohibited in Edinburgh.

23. Lawns. The Association shall maintain all front lawns, front yard shrubbery, side lawns, side lawn shrubbery and Common Area lawns and shrubbery, which shall include mowing

and trimming services. The Owner of each Lot shall be responsible for all replacement and landscaping costs and services (i.e., replacement of trees, grass, shrubbery, etc.) of the front and side lawns of his or her Lot.

24. Exterior Appearance and Painting. No Owner may alter the exterior appearance or structure of any Building or fence. All Buildings have been developed according to a common architectural design and color scheme. Any changes or alterations desired by the Owner, such as painting or shutters, must be submitted in writing to the Board according to this Declaration or the rules adopted by the Board in the Bylaws.

25. Warranty of Enforceability. While the Association has no reason to believe that any of the restrictive covenants of this Article or elsewhere in these Covenants are or may be invalid or unenforceable for any reason or to any extent, it makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot in Edinburgh in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold the Association and all principals and officers thereof harmless therefrom.

26. Repairs. Each Owner shall be responsible for the repair and replacement of all damaged property particular to his or her Lot not constituting a Common Area, including, but not limited to, the Residence, the lawns and all other improvements thereon.

27. Prohibition of Alteration and Improvement. No building, structure, shed, fence, wall, obstruction, balcony, screen, patio, patio cover, tent, awning, sheds, carport, carport cover, improvement or structure of any kind shall be commenced, erected, or maintained upon the Property, nor shall any alteration or improvement of any kind be made to any previously constructed structure, until the same has been approved in accordance with Section 4 of this Article 7.

28. Liability of Owners for Damage to Common Areas. The Owner of each Lot shall be liable to the Association for all damages to the Common Areas or improvements thereon caused by such Owner or any occupant or guest of such Owner.

29. Access Easement. Each Owner of a Lot grants an access easement to the Association, Acting through the Board and its authorized representatives, for purposes of access to any Common Area for repair, replacement and maintenance of the Common Areas. The Board shall have the power to make and to enforce reasonable rules and regulations in furtherance of this Article. During reasonable hours, any member of the Architecture Committee, any member of the Board, or any authorized representative of any of them, shall have the right to come upon and inspect any Lot and the improvements thereon (except for the interior portions of any Residence) for the purpose of ascertaining whether or not the provisions of this Article have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

30. Common Area Use and Reservation. Residents may reserve the Common Areas for events or parties upon due notice to, and approval by, the Board not less than two (2) weeks in advance. The notice shall include the time and space requested for the reservation, including

estimated number of guests. Residents will be responsible for all set-up, take-down, clean up and catering, if applicable, associated with the events for which the Common Areas are used. Such Residents shall indemnify and hold harmless the Association from any damage, loss, claim or cause of action related to events in the Common Areas hosted by Residents pursuant to this Section 30.

ARTICLE 8

GENERAL PROVISIONS

1. Enforcement. The Association, any Owner and any governmental or quasi-governmental agency or municipality having jurisdiction over the Property, 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 this document and, in such action, shall be entitled to recover costs and reasonable attorneys' fees; provided, however, that an individual Owner shall have no right to enforce the collection of any Assessment levied against any other Owner under Article 4 above. Failure by any such Person to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

2. Invalidity of Any Provision. Should any provision of this document be declared invalid or in conflict with any law of the jurisdiction where the Property is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

3. Amendments. To the extent not inconsistent with 60 Okla. Stat. §§ 851, et seq., as same is now or may hereafter be amended, an amendment of these Covenants may be enacted by the vote or written assent of a sixty percent (60%) of the voting power held by the Members; provided, however, that the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for an action to be taken under that clause. Any amendment must be recorded and shall become effective upon being recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

4. Mortgage Protection Clause.

a. Rights of First Mortgagees. No breach of any of the Covenants contained in this document, nor the enforcement of any lien provisions herein, shall render invalid the lien of any first mortgage (meaning a mortgage with first priority over any other mortgage) on any Lot made in good faith and for value, but all of said Covenants shall be binding upon and be effective against any Owner whose title is derived through foreclosure or trustee's sale or otherwise.

b. Mortgage Priority; Right to Inspect Records. Notwithstanding any language contained in this document to the contrary, no Owner and no other party shall have priority over any rights of institutional lenders pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of Lots and/or any portion or element of the Common Areas. Institutional lenders shall have the right to examine the books and records of the Association.

5. Insurance. The Association shall obtain and continue in effect, comprehensive public liability insurance insuring the Association, its agents and employees and the Owners and employees, guests and invitees of the Owners against any liability incident to the ownership or use of the Common Areas and facilities in the Common Areas and including, if reasonably obtainable, a cross-liability endorsement insuring each insured against liability to each other and a "severability of interest' endorsement precluding the insurer from denying coverage to one Owner because of the negligence of other Owners or the Association.

a. Insurance Premiums. Insurance premiums on policies purchased by the Association shall be a Common Expense to be paid from the Assessments provided for herein or as levied by the Association.

6. Owners' Compliance. Each Owner, tenant or occupant of a Lot shall comply with the provisions of these Covenants, the Bylaws, the rules and regulations duly passed by the Board, and all decisions and resolutions of the Association or its duly authorized representative, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due for damages (including costs and attorneys' fees) and/or for injunctive relief. All agreements and determinations lawfully made by the Association in accordance with the voting percentage established in this document or in the Bylaws shall be deemed to be binding on all Owners of Lots, their successors and assigns.

7. Conflict of Project Documents. If there is any conflict among or between this Declaration, the Bylaws or any other Association documents, the provisions of this Declaration shall prevail; thereafter, priority shall be given to documents in the following order: Plat, Bylaws and rules and regulations of the Association.

8. Service of Process. The name of the person to receive service of process together with the residence or place of business of such person in Oklahoma County is Neighborhood Services Corporation, 1326 Fretz Drive, Edmond, Oklahoma 73003, or such other person as the Board may designate by a "Change or Designation of Registered Agent and/or Registered Office" filed with the Oklahoma Secretary of State.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this document this 29 day of June, 2018.

EDINBURGH OWNERS ASSOCIATION, INC., an Oklahoma non-profit organization

By: Dale A. Stoll
Name: DALE A. STOLL
Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

This instrument was acknowledged before me on June 28, 2018, by Dale A. Stoll, President of Edinburgh Owners Association, Inc., an Oklahoma non-profit organization.

Barbara B. Mize
Notary Public

My Commission Expires:
8/8/2018
My Commission Number:
02011529

(SEAL)

BARBARA B. MIZE NOTARY # 02011529 EXP. 08/08/18 PUBLIC STATE OF OKLAHOMA

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Filing Fee: $55.00

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