

5H-3458

STATE OF OKLAHOMA  
MARSHALL COUNTY

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**OF**  
**TEXOMA LANDING HOME OWNERS ASSOCIATION**

**JUN 7 1999**

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Book 686 Page 54  
MARSHALL COUNTY CLERK

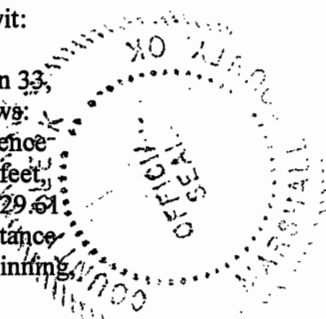
THIS DECLARATION dated the 1<sup>st</sup> day of JUNE, 1999, by the undersigned, being the owner of the tract reflected on the real property described herein, hereinafter called "Declarant".

**RECITALS**

INDEXED &  
COMPARED

A) Declarant hereby certifies that it is the owner of and the only entity having any right, title or interest in and to a certain tract of land herein described, located in Marshall County, Oklahoma. The tract (hereinafter called the "Property") consists of all of the land described as follows, to-wit:

A tract of land located in the NE/4 SE/4 of Section 32, and the W/2 W/2 of Section 33, Township 7 South, Range 5 East, Marshall County, Oklahoma, described as follows: Beginning at the 1/4 Section Corner Common to Section 32 and 33, T7N, R5E, thence N0°47'22"W a distance of 1815.91 feet; thence N89°07'19"E a distance of 329.97 feet; thence S0°46'56"E a distance of 2806.33 feet; thence S89°06'33"W a distance of 329.61 feet to the Section Line Common to Section 32 and 33, thence N53°44'32"W a distance of 1654.01 feet; thence N89°28'16"E a distance of 1320.14 feet to the point of beginning containing 36.26 acres, more or less.



B) The Declarant desires to subject the Property, and the tracts located therein (the "Tracts"), to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Tracts, and are for the purpose of distributing among the Tract Owners the cost of maintaining and operating the Common Areas located within the Property, and any improvements constructed thereon.

C) Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth below.

**ARTICLE I**

**DEFINITIONS**

1. Definitions used in this Declaration shall be as follows:

a) "Declaration" shall mean the duly adopted Declaration of Texoma Landing Home Owners Association as filed hereinafter with the office of the County Clerk for Marshall County, Oklahoma, pursuant to 60 O.S. § 850-856, as the same may be amended from time to time.

b) "Association" means Texoma Landing Home Owners Association, an Oklahoma nonprofit corporation.

c) "Bylaws" shall mean the duly adopted Bylaws of the nonprofit corporation, as the same may be amended, changed or modified from time to time.

d) "Common Areas" for the association as a whole means the road, utility easements, entry, and access to boat dock. Common Area for boat slip licensees includes the dock structure, its flotation device, roofing, flooring, electrical lines and service, and supports.

e) "Members" shall mean the record owners of separately owned tracts included within this Declaration.

f) "Roads" means those areas of land, designated on the recorded subdivision plats of the Property as "Road Easements", which includes all utility easements, intended to be owned by the Association and devoted to the common use and enjoyment of the owners of the Lots.

g) "Common Expenses" shall mean the following:

(I) Expenses of administration, maintenance, repair or replacement of the Common Areas to the extent such expenses are to be borne by the Association under the terms of this Declaration;

(ii) Expenses agreed upon as common by all or a part of the Tract Owners acting through the Association; and

(iii) Expenses declared common by the provisions of the Declaration or by the Bylaws in force as of date hereof or as they may later be amended.

h) "Declarant" means Texoma Landing L.L.C, a limited liability company, and its successors and assigns.

I) "Declaration" means this instrument, by which the Property is submitted to the provisions of 60 O.S. §850-856, together with such amendments to this instrument as may hereafter from time to time be lawfully made.

j) "Tract Owner" , "Lot Owner" or "Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple title to a Tract in the Property, as the Tract is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Tract, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Tract. The term "Tract Owner", "Lot Owner" or "Owner", shall not mean any contract purchaser, nor shall it include any mortgagee or other person or legal entity holding an interest in a Tract as security for the performance of an obligation.

k) "Majority of Tract Owners" means the owners of more than fifty percent (50%) of the Tracts. Any specified percentage of Tract Owners means such percentage in the aggregate of such ownership of Tracts.

l) "Person" means an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

m) "Property" means all of the land described above.

n) "Boat Slip Licensee" means those person having a license to use a boat slip.

## ARTICLE II

### GENERAL ADMINISTRATION

1. Declarant hereby declares that all the Property is held and shall be held, conveyed, encumbered, used, occupied and improved subject to the following limitations, covenants, conditions, restrictions, reservations, liens and charges, all of which are hereby declared and established and agreed to be in furtherance of a general plan and scheme for the sale of Tracts, pursuant to the provisions of 60 O.S. §850-856, and all of which are declared and established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. All of said limitations, covenants, conditions, reservations, liens, charges, and restrictions are hereby established and imposed upon the Property for the benefit thereof and for the benefit of each and every individual Tract comprising a part thereof and of each ownership of one or more Tracts, now or in the future, and the owners of any interest of any kind or

character in Tracts, the Property, or any portion thereof. These covenants and restrictions are in addition to the restrictive covenants filed in connection with the Property.

2. All of said limitations, liens, covenants, conditions, reservations, charges, and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any Tract, the Property or any part thereof, whether as sole owner, joint owner, lessee, tenant, occupant, successor, trustee, assigns or otherwise.

3. Boat Slips may only be licensed to persons who own lots subject to this declaration. The right to use the boat slip is also subject to permits and rules and regulations of the Army Corp of Engineers.

(a) Boat Slips shall be used only for the storage of private boats or watercraft. No commercial activity of any kind shall be permitted on or around the boat dock structure.

4. Boat Slip Licenses shall be issued by the Association and may only be issued to a Lot Owner. Upon the sale of its lot, a Boat Licensee may assign its license to the purchaser of the lot , otherwise the boat slip license shall become available to another lot owner in accordance with the procedure established by the Board of Directors. Assignment of a Boat Slip License must be signed by the buyer and seller of the lot and acknowledged by an officer of the Association.

5. No Boat Slip Licensee shall encumber or permit a recorded encumbrance upon any boat slip.

6. Boat Slip Licensees are prohibited from making any alterations to the boat dock structure, electrical service, storage areas, or other common areas.

### ARTICLE III

#### INSURANCE

1. The Association shall obtain public liability insurance for the Common Areas, casualty insurance for the boat dock structure, and errors and omissions insurance for directors and officers, if possible. Said insurance shall be obtained from a reputable insurance company authorized to do business in Oklahoma. The amount of the coverage shall be as determined by the Board of Directors of the Association. The premiums shall be paid from the assessments paid by the lot and boat slip owners. Such policy shall name the Association and all owners as insureds, if possible.

2. Damage or destruction to the Common Areas shall be promptly repaired and restored by the Association, using the proceeds of insurance, and all Lot Owners and Boat Slip Licensees shall be liable for any deficiency unless otherwise determined by the Board of Directors.

### ARTICLE IV

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. The Association shall have two classes of voting membership. Class A shall be comprised of all lot owners and Class B shall be comprised of all boat slip licensees.

2. Class A members shall vote on all matters pertaining to the restrictive covenants and maintenance of the common areas including access to the boat dock but excluding the matters pertaining solely to the boat dock and its appurtenances. Class B members shall vote on all matters pertaining solely to the boat dock and its appurtenances and the matters included in the definition of common areas for boat dock licensees. It is not intended that voting be cumulative and in no event shall any member cast more than one vote in the event said member is both a Class A member and a Class B member , except as described in item (6) immediately below.

3. The vote of any member comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Declaration of Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one vote per Tract or boat license owned.

4. Class A Membership is appurtenant to the lot and may not be assigned, transferred, pledged, or alienated in any way. Any transfer of title to a lot shall operate automatically to transfer the membership in the Association.

5. Class B Membership shall be valid only through the issuance of an approved license which must be signed by the buyer and seller of the lot and acknowledged by an officer of the Association.

6. It is understood that with respect to Voting Rights, the Declarant shall be entitled to two (2) votes for each lot owned with respect to Class A Membership and shall be entitled to two (2) votes per boat license held with respect to Class B Membership.

## ARTICLE V

### ROAD AND UTILITY EASEMENTS AND GENERAL COMMON AREAS

1. The Association shall hold all the road, utility easements, and general common areas subject to the following:

(a) The reservation of all roads, easements, and common areas shown on the subdivision plat.

(b) The reservation of the right to lay, install, construct and maintain, on, over, under or in those strips across land designated on the subdivision plat, as "Road Easement", "Utility Easement", "Sewer Easement", "Drainage and Sewer Easement", "Open Space", or otherwise designated as an easement area, or on, over, under, or in any portion of the Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Tract now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon any Common Area for such purposes and making openings and excavations therein.

(c) The reservation of the right to enter upon the Common Area for the purpose of construction or completing the construction of improvements and the landscaping of the Common Area.

2. The Association shall have the right to grant permits, licenses, and easements over the Common Areas necessary for the operation of the Property.

3. The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas as from time to time need be improved, all in accordance with this Declaration.

4. The Tract Owners and each of them, together with all parties bound by this Declaration, covenant and agree that the administration of the Common Areas shall be in accordance with the provisions of this Declaration, the restrictive covenants, the Bylaws, and such rules and regulations as may be adopted by the Board, and the amendments, changes and modifications thereto as may come into effect from time to time. In the event of any inconsistency between the provisions of this Declaration, covenant, the Bylaws, or rules and regulations, the provisions of this Declaration shall prevail.

5. The Association shall acquire and pay out of the assessments levied and collected in accordance herewith, for all development, maintenance, and other necessary expenditures relating to the Common Areas.

6. The Association shall keep or cause to be kept records with detailed accounts of the receipts and expenditures affecting the Common Areas, and its administration and specifying the maintenance and repair expenses and any other expenses incurred by or on behalf of the Association. The records so kept shall be available for inspection at convenient hours on working days by all Owners and mortgagees.

7. All records shall be kept in accordance with generally accepted accounting principles. Owners and mortgagees shall be entitled to receive, upon request, copies of any records of the Association.

8. The right of each Owner to use the Common Areas shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and Declarant, or either of them, their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation.

9. The Association and Declarant shall each have the right, summarily, to enjoin, abate, correct and remove any breach or violation by any Owner at the expense of the Tract Owner after reasonable notice has been provided by the Association. Further, each Tract Owner shall be entitled to enforce the provisions of this Declaration to the extent authorized and permitted by 60 O.S. §856. The Tract Owner committing the violation shall pay all attorney fees, court costs and other necessary expenses incurred by the persons instituting such legal proceedings to maintain and enforce the above described restrictions, covenants and conditions. The attorney fees and court costs allowed and assessed, together with damages awarded by the court for the violations shall become a lien upon the land of the violator as of the date the legal proceedings were originally commenced, and the lands shall be subject to foreclosure, in actions brought to enforce such restrictions, covenants, or conditions, in the same manner as liens upon real estate.

## ARTICLE VI

### RIGHTS AS TO THE COMMON AREAS

1. Declarant shall hold, and hereafter grant and convey the Tracts, subject to the covenants, conditions and restrictions herein set forth, which are imposed upon the Tracts for the benefit of Declarant, the Association and the Owners, and their respective personal representatives, successors and assigns, to the end and intent that each Owner shall hold his Tract subject to the this Declaration.

2. Any damage to any Common Area which is caused by the negligent act or the willful misconduct of any Tract Owner or licensee may be repaired by the Association but, in such event, the Association shall be entitled to reimbursement from the Tract Owner responsible for such damage.

3. Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as these rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Areas.

4. Failure or refusal by an Owner after written notice to comply with any of the rules, regulations and restrictions shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Board of Directors in the name of the Association on behalf of the Owner or, in a proper case, by an aggrieved Owner.

5. The rights, privileges and easements of the Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Association. No such dedication or transfer shall be effective unless approved by one hundred percent (100%) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

## ARTICLE VII

### COVENANT FOR ASSESSMENT FOR CLASS A MEMBERS

1. Each Owner, by acceptance of a deed, whether or not so expressed in the deed, shall be deemed to have covenanted and agreed to pay the Association (i) yearly assessments or charges; and (ii) special assessments or charges for capital improvements, such other assessments and charges to be established and collected. Assessments paid by Lot Owners shall be used for common expenses, excluding boat dock expenses. The assessments provided for in Article VIII and paid by Boat Slip Licensees shall be used exclusively for the boat dock structure, insurance, electrical, and other boat dock operation expenses. The assessments for Boat Slip Licensees shall be maintained in a separate account but transfers may be made to the general association account as needed for contribution to common insurance or expenses, as deemed necessary and appropriate under the provisions of Article VIII.

2. The yearly and special assessments or charges for Class A Members, together with interest at the rate determined by the Board of Directors, and the costs of collection thereof and reasonable attorney's fees, shall be a charge on, and continuing lien upon each Tract against which an assessment is made. Each assessment or charge, together with interest accruing, and costs and reasonable attorney's fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner of the Tract. Each Owner of a Tract shall by accepting title thereto be deemed to have assented to proceedings for the foreclosure of any lien upon his Tract (including a foreclosure by power of sale pursuant to the Oklahoma Power of Sale Mortgage Foreclosure Act) which results from his failure to pay an assessment on the due date thereof.

3. The assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents of the Property, and in particular for the improvement, operation and maintenance of the purposes for which the assessment was made.

4. The assessments shall be a continuing lien on the Tract owned by the owner and the assessments or charge, together with interest accruing, and costs and reasonable attorney's fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner of the Tract.

5. Yearly assessments shall be payable January 1st, after the title to a lot is transferred and is due and payable within fifteen days after said period. Assessments for the year of sale shall be prorated from the day of closing to the end of the year, and paid by the buyer at closing.

6. Class A members shall pay a yearly assessment of \$ 300.00 per Tract owned. The yearly assessment may be increased each year by five percent (5%), by act of the President, without the necessity of a vote of the Class A membership of the Association.

7. Declarant, due to its continuing investment in the Property shall not be liable for assessments.

8. In addition to the monthly assessments authorized above, the Board of Directors of the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on any Common Area, including fixtures related thereto, provided that such assessment shall first be approved by a Majority

of the Class A members of the Association, voting in person or by proxy at a meeting called for such purpose. The due date of such assessment shall be determined by the Board of Directors.

9. Except as otherwise provided in this Declaration, assessments must be fixed at a uniform rate for all Tracts.

10. Default in payment of assessments shall suspend the voting rights, and the right of use of any Common Area during any period in which the member is in default in the payment of any assessment levied by the Home Owners Association; these rights may also be suspended for a period not to exceed 90 days for an infraction of published rules and regulations;

11. No Lot Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas.

12. The lien of the assessments provided for herein shall be subordinate to any mortgage or deed of trust hereafter placed upon the Tract subject to assessment; provided, however, that the sale or transfer of any Tract pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Tract from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. Further, any recorded lien shall be prior to the lien of a mortgage thereafter recorded.

13. In the event a mortgage on a Tract should provide that a default in the payment of an assessment shall be an event of default in such mortgage and, if required by the mortgage by written notice to the Association, the Board of Directors shall give notice of any default in payment of an assessment to the mortgagee.

14. To evidence the lien for unpaid assessments, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Tract and description of Tract. Such notice shall be signed by the President or a Vice-President of the Association, and shall be duly attested and acknowledged, and shall be recorded in the office of the County Clerk of Marshall County, Oklahoma. Such liens shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosing of the defaulting Owner's Tract subsequent to the recording of a notice or claim thereof by the Association in like manner as a mortgage on real property. The Owner of the Tract being foreclosed shall be required to pay to the Association the yearly assessment for the Tract during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Tract at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a Tract may pay, but shall not be required to pay, any unpaid assessment payable with respect to such Tract, and such payment shall not be deemed a waiver by the Association of default by the Tract Owner.

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

- (a) Assessments, liens and charges for ad valorem taxes past due and unpaid on the Tract;
- (b) Judgments entered in a court of record prior to the date of Common Expense assessment;
- (c) Mortgage instruments of encumbrance duly recorded prior to the date of such assessment;
- (d) Mechanic's and Materialmen's liens arising from labor performed or materials furnished upon a Tract prior to the date of such assessment; and

(e) Mechanic's and Materialmen's liens for labor performed or material furnished upon the Common Areas to the extent of the proportionate part chargeable to the Tract Owners which constitute a part of an assessment charge for Common Expenses, satisfaction of which shall discharge the assessment to the extent of the payment made.

## ARTICLE VIII

### COVENANT FOR ASSESSMENTS FOR CLASS B MEMBERS

1. All matters pertaining to boat dock and all common areas pertaining to boat dock licensees as previously defined in the declaration shall be managed by a boat dock committee comprised of three boat dock licensees. The committee shall be elected on an annual basis by all boat dock licensees. The election shall occur simultaneously with the election of the general homeowner directors and officers. The President of the Association shall be an ex-officio member of the committee.

2. Each Owner, by acceptance of a boat slip license, whether or not so expressed in the license, shall be deemed to have covenanted and agreed to pay the Association (i) yearly assessments or charges; and (ii) special assessments or charges for capital improvements, such other assessments and charges to be established and collected. The assessments paid by Boat Slip Licensees shall be used exclusively for the boat dock structure, insurance, electrical, and other boat dock operation expenses. The assessments for Boat Slip Licensees shall be maintained in a separate account from the general association funds but transfers may be made to the general association account as needed for contribution to common insurance or expenses, as deemed necessary and appropriate by the boat slip licensees.

3. The yearly and special assessments or charges, together with interest at the rate determined by the Board of Directors, and the costs of collection thereof and reasonable attorney's fees, shall be a charge on, and continuing lien upon each Tract owned by a Boat Slip Licensee upon which an assessment is made. Failure to pay the assessments when due shall entitle the boat slip committee to revoke, without further notice, the boat slip license. Each assessment or charge, together with interest accruing, and costs and reasonable attorney's fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the licensee. Each boat slip licensee shall be deemed to have assented to revocation of the license and proceedings for the foreclosure of any lien upon his Tract (including a foreclosure by power of sale pursuant to the Oklahoma Power of Sale Mortgage Foreclosure Act) which results from his failure to pay an assessment on the due date thereof.

4. The assessments shall be a continuing lien on the Tract owned by the owner and boat slip licensee and the assessments or charge, together with interest accruing, and costs and reasonable attorney's fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner of the Tract and licensee.

5. Yearly assessments shall be payable January 1<sup>st</sup> and are due and payable within fifteen days after said period. Assessments for the year of issuance of the license shall be prorated from the day of issuing the license to the end of the year, and paid by the buyer upon issuance of the license.

6. Class B members shall pay a yearly assessment of \$ 300.00 per Dock Slip owned. The monthly assessment may be increased each year by five percent (5%), by act of the boat slip committee without the necessity of a vote of the Class B membership of the Association.

7. Declarant, due to its continuing investment in the Property shall not be liable for assessments.

8. In addition to the monthly assessments authorized above, the Boat Slip Committee may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on any the boat dock, including



fixtures related thereto, provided that such assessment shall first be approved by a Majority of the Class A members of the Association, voting in person or by proxy at a meeting called for such purpose. The due date of such assessment shall be determined by the committee.

9. Except as otherwise provided in this Declaration, assessments must be fixed at a uniform rate for all licensees.

10. Default in payment of assessments shall suspend the voting rights, and the right of use of the boat dock during any period in which the member is in default in the payment of any assessment against Class B members; these rights may also be suspended for a period not to exceed 90 days for an infraction of published rules and regulations;

11. No Boat Slip Licensee may waive or otherwise escape liability for assessments by non-use of the boat slip.

12. The lien of the assessments provided for herein shall be subordinate to any mortgage or deed of trust hereafter placed upon the Tract subject to assessment; provided, however, that the sale or transfer of any Tract pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Tract from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. Further, any recorded lien shall be prior to the lien of a mortgage thereafter recorded.

13. In the event a mortgage on a Tract should provide that a default in the payment of an assessment shall be an event of default in such mortgage and, if required by the mortgage by written notice to the Association, the boat slip committee shall give notice of any default in payment of an assessment to the mortgagee.

14. To evidence the lien for unpaid assessments, the boat slip committee shall prepare a written notice of assessment lien in the name of the Association setting forth the amount of such unpaid indebtedness, the name of the Owner of the Tract and description of Tract. Such notice shall be signed by the President or a Vice-President of the Association, and shall be duly attested and acknowledged, and shall be recorded in the office of the County Clerk of Marshall County, Oklahoma. Such liens shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosing of the defaulting Owner's Tract subsequent to the recording of a notice or claim thereof by the Association in like manner as a mortgage on real property. The Owner of the Tract being foreclosed shall be required to pay to the Association the yearly assessment for the Tract during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Tract at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a Tract may pay, but shall not be required to pay, any unpaid assessment payable with respect to such Tract, and such payment shall not be deemed a waiver by the Association of default by the Tract Owner.

15. Prior to or at the time of transferring a boat slip license, all unpaid assessments pertaining to the license shall be paid in full.

16. The general bylaws pertaining to meetings shall be applicable to the Class B members and committee.

## ARTICLE IX

### GENERAL PROVISIONS

1. All meetings of Members and matters involving the election of Directors and Officers shall be as set forth in the Bylaws of the nonprofit corporation.

2. The Directors of the Association shall prepare a roster of the tracts and boat slip licensees and assessments applicable thereto. Such roster shall be kept in the office of the Association and shall be open to inspection by any Owner.

3. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions herein contained, and all other provisions shall remain in full force and effect.

4. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of seventy-five percent (75%) of the Tracts stating that this Declaration shall expire at the end of the then current term.

5. This Declaration may be amended during the first ten (10) year period by a greater than 50% vote of the total votes of the Members at that time. After the first ten (10) years, this Declaration may be amended by a greater than 60% vote of the total votes of the Members at that time. Any amendment must be signed by all those voting for said amendment and must be recorded in the office of the County Clerk of Marshall County, Oklahoma.

6. Anything set forth in this Declaration to the contrary notwithstanding, Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Tracts thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs.

7. Mortgagee joins herein for the purpose of assenting to and subordinating the Mortgage to the legal operation and effect of this Declaration, reserving, however, the lien and effect of the Mortgage or the easements, reservations, rights and benefits reserved and retained by the Declarant herein.

8. Each Owner shall register in writing his mailing address with the Association, and notice or demands intended to be served upon an Owner shall be sent by certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address.

9. All notices, demands or other notices intended to be served upon the Association shall be sent certified mail, with postage prepaid, to the registered office of the Association or at such other address of which the Association may be furnished from time to time.

EXECUTED the day hereinabove first written.

TEXOMA LANDING L.L.C.

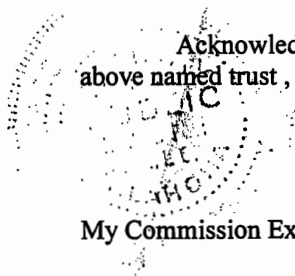
By: 

Trustee of the Steven Allen Williams  
Revocable Living Trust dated 12-3-93,  
Co-Managing Member

ACKNOWLEDGMENT

STATE OF OKLAHOMA            )  
  )  
COUNTY OF CLEVELAND        )     SS

Acknowledged before me on this 1<sup>st</sup> day of June, 1999, by Steve Williams as Trustee of the above named trust, Co-Managing Member of Texoma Landing L.L.C., a limited liability company.



*Margaret A. Cullens*  
Notary Public

My Commission Expires: 07-09-00

JH-3459

STATE OF OKLAHOMA  
MARSHAL COUNTY

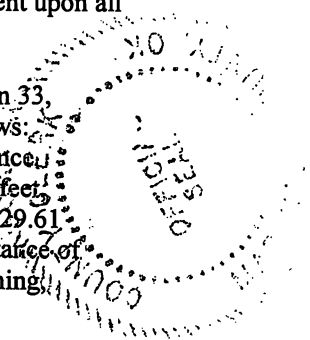
EXHIBIT A  
(OPTIONAL)

**RESTRICTIVE COVENANTS  
OF  
TEXOMA LANDING**

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For the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and successors in title to the tract hereinafter described, the undersigned Declarant does hereby impose the following RESTRICTIONS, COVENANTS AND RESERVATIONS that shall be incumbent upon all transferees, grantees and successors in title or interest to the following real property:

A tract of land located in the NE/4 SE/4 of Section 32, and the W/2 W/2 of Section 33, Township 7 South, Range 5 East, Marshall County, Oklahoma, described as follows: Beginning at the 1/4 Section corner common to Section 32 and 33, T7N, R5E, thence N0°47'22"W a distance of 1815.91 feet; thence N89°07'19"E a distance of 329.97 feet; thence S0°46'56"E a distance of 2806.33 feet; thence S89°06'33"W a distance of 329.61 feet to the Section Line common to Section 32 and 33, thence N53°44'32"W a distance of 1654.01 feet; thence N89°28'16"E a distance of 1320.14 feet to the point of beginning, containing 36.26 acres, more or less.



A. Declarant certifies that it is the sole owner of all the property described herein and further certifies that said land has been surveyed into tracts, showing accurate dimensions of the lots.

B. For the purpose of providing an orderly development of all lots and building sites included in the above described legal, and for the further purpose of providing adequate restrictive covenants for the benefit of the owners and its successors in title, the following restrictions are imposed on the above described real property and each owner shall, take hold and convey same, subject to said restrictions and reservations.

1. All lots shall be known and designated as residential building plots and shall be used for no commercial and industrial purpose whatsoever. No house shall be erected, altered, placed or permitted to remain on other than a permanent foundation or concrete slab unless approved by the Building Committee. The lots are restricted to single family residential use and shall not be subdivided nor shall any part less than the whole be sold or otherwise transferred.

2. No building shall be located on any lot nearer to the front tract lot line than twenty-five feet (25') and fifteen feet (15') on any side lot line. For the purpose of these covenants, eaves, bays, steps, driveways and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a tract to encroach upon another lot. All houses shall face the front or side of tracts.

3. No business, trade or commercial activity shall be carried on upon any residential lot or in any common area. No obnoxious or offensive activity shall be carried on upon any lot or common area nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. No structure of temporary character, tent, shack, barn or other outbuilding shall be used on any tract at any time as a residence, either temporary or permanent, and no structure previously used shall be moved onto any tract without approval of the Building Committee. All lot owners shall first submit plans and specifications for approval by a Building Committee consisting of CHARLES BOWLINE, BEN GRAVES AND STEVE WILLIAMS. Building plans must have at least one (1) signature from a member of the Building Committee to gain approval. All additions, improvements and alterations of any kind must be approved by the Building Committee, including but not limited to fences, barns and other outbuildings, patios, sidewalks, carports, porches, decks, etc. The owner shall submit plans and obtain approval prior to beginning construction. No mobile homes will be allowed in the subdivision.

5. The ground floor living area of a single family main dwelling, structure, excluding open porches and garages, shall not be less than thirteen hundred (1300) square feet for a one-story building, or as otherwise approved by the Building Committee. All homes shall have a two-car garage or carport.

6. No building material shall be placed on any tract until construction is to begin and construction shall be completed within one (1) year from commencement. All vacant tracts shall be kept mowed and in a neat, clean manner. Immediately after completion, all excess building materials shall be removed from the building site.

7. All service lines such as telephone and power lines to buildings and dwellings shall be installed underground unless otherwise approved by the Building Committee.

8. No above ground tanks, transmitting antenna or like structure shall be constructed in the subdivision without the prior written consent of the Building Committee.

9. All driveways must be of sufficient size to accommodate all vehicle parking and must be all-weather surfaced gravel or better. Owner will install a ten foot asphalt or concrete approach with a 12 inch or larger tin-horn at the driveway entrance.

10. No trash, junk cars, or other refuse may be placed, thrown or dumped on any lot. Each owner of a lot is required to keep said lot in a presentable condition and all refuse must be hauled away for disposal. Household refuse or garbage must be contained in an approved garbage receptacles and must be hauled off for disposal in approved land fills. All residents must subscribe to garbage service where available. Yard trimmings may be burned with strict supervision under safe conditions so as not to endanger other property, weather permitting, and local ordinances permitting.

11. Well and septic tanks must conform to the Department of Environmental Quality regulations which require ALL SEPTIC SYSTEMS to be AEROBIC TANK SYSTEMS with land application. It shall be necessary for the contractor or contractor-builder, prior to covering any septic tank system, to notify the Department of Environmental Quality that the septic tank system is ready for its final inspection.

12. All outbuildings shall be of new construction, neat in appearance and be placed to the rear of the dwelling, if topographically possible. Outbuildings shall be of the same material as the residence unless otherwise approved by the Building Committee.

13. No farm animals shall be allowed. Household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

14. No sign of any kind shall be displayed to the public view on any tract, except it shall be permissible to erect one sign of not more than four square feet, advertising the property for sale or rent.

15. Easements for installation and maintenance of utilities and drainage facilities are reserved and recorded. The area so reserved are hereby dedicated to use for the construction and maintenance of utility facilities above and beneath the surface of the ground for the supplying of electric power and energy, telephone service, gas, water and other utility services by any person, firm or corporation engaged in supplying such services to the public as designated by the Building Committee. No outbuildings, building or other construction shall be permitted on easements by any person or persons other than those herein stated.

16. Neither the streets within the tracts nor private driveways or front yards of residential lots of tracts within the subdivision shall be used to store, either temporarily or permanently, trucks in excess of one (1) ton, damaged, wrecked or inoperable cars, buses, trailers in excess of eighteen (18) feet, campers, house trailers, recreational vehicles, boats, jet skis, and water crafts and/or motor crafts of any kind, or to store lumber or other materials. There shall be no open storage of such items and same must be placed in the back portion of the tracts or lots so as not to be visible in a manner that is undesirable from the street or road or other properties surrounding that tract and in keeping with the harmony of the subdivision. This

covenant does not preclude a tract or lot owner from performing minor repair upon such vehicles owned by him and located in his driveway. The operation of dirt bikes within this subdivision is strictly prohibited

17. All land contours are to remain as natural as possible, however, minor changes shall be allowed by the Building Committee, such as leveling for structure and/or handling drainage. All tracts shall be landscaped in a style which shall maintain the harmony of the area.

18. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until ten (10) years from this date, at which time said covenants shall be automatically extended for successive periods of ten (10) years until an instrument signed by a majority of the owners of said lots is recorded whereby the owners agree to change the covenants in whole or in part.

19. Invalidation of any one of these covenants by judgement of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

20. If the parties hereto, or any of them, or their heirs or assigns, shall be lawful for person or persons owning any of the above described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to either prevent him or them from doing or recover damages for such violation.

21. All lots must be kept free of debris and mowed when the vegetation exceeds 12 inches in height. The homeowners association has the authority to clean and mow any lots in violation of the restrictive covenants and may file a lien for the actual cost of such mowing and cleanup.

22. Use of boat docks is subject to continuance of dock permit from the Army Corps of Engineers and all rules and regulations of the home owner's association. All purchasers understand agree that the dock permit may be revoked and no person is purchasing a lot in reliance on boat dock availability.

IN WITNESS WHEREOF this document was executed on the 1<sup>ST</sup> day of JUNE, 1999.

DECLARANT:

TEXOMA LANDING L.L.C.

By *Steve Williams*  
Trustee of the Steven Allen Williams  
Revocable Living Trust dated 12-3-93,  
Co-Managing Member

Acknowledgment

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF CLEVELAND )

Acknowledged before me on this 1<sup>ST</sup> day of JUNE, 1999, by Steve Williams as Trustee of the above named trust, Co-Managing Member of Texoma Landing L.L.C., a limited liability company.

*Margaret A. Cullins*  
Notary Public



AMENDMENT

I-2009-1298

INDEXED &  
COMPARED

STATE OF OKLAHOMA  
MARSHALL COUNTY S.S.  
THIS INSTRUMENT AS FILED FOR RECORD  
on the 27 day of April, A.D., 2009  
at 9:10 o'clock A. M. and duly  
recorded in Book 904 on page 643  
By Ann Martin, County Clerk Deputy

All of the people who have signed the attached document, AMENDMENT OF RESTRICTIVE COVENANTS OF TEXOMA LANDING, have agreed or by their proxy have agreed to the addition of Exhibit A, Amendment page, being a permanent amendment to Restrictive Covenants of Texoma Landing dated June 1, 1999, and recorded in Book 686 at Page 65 in the office of the Marshall County Clerk, located in Madill, Oklahoma.



Texoma Landing – Amendment to Restrictive Covenants – April 2009  
Pages 1 & 2 (Signature Pages not shown)

*Gail Bowline, Treasurer*

**EXHIBIT A**

**AMENDMENT TO RESTRICTIVE COVENANTS OF TEXOMA LANDING**

**We, the undersigned land owners (or by the signature of their designated proxy) in Texoma Landing, representing more than 50% ownership, have agreed and voted for amending the following restrictive covenants. The following Items are replaced and superseded as follows:**

**Item 4** – “No structure of temporary character, tent, shack, barn or other outbuilding shall be used on any tract at any time as a residence, either temporary or permanent, and no structure previously used shall be moved onto any tract without approval of the Building Committee. All lot owners shall first submit plans and specifications for approval by a Building Committee consisting of **CHARLES BOWLINE, BEN GRAVES, and STEVE WILLIAMS, and two Texoma Landing lot owners, to be appointed by the Directors of the HOA and to serve a one year term on a calendar basis unless said term is extended by the Board President until the next HOA annual meeting. If any member of the Building Committee does not own a lot in Texoma Landing, that member will be replaced at the next HOA annual meeting by majority vote of the owners present. The names and contact information of the current members of the Building Committee will be available from the Secretary of the Texoma Landing Home Owners Association.** Building plans must have at least **two (2) signatures** from a ~~member~~ of the Building Committee to gain approval. All additions, improvements and alterations of any kind must be approved by the Building Committee, including but not limited to fences, barns and other outbuildings, patios, sidewalks, carports, porches, decks, etc. The owner shall submit plans and obtain approval prior to beginning construction. No mobile homes will be allowed in the subdivision.

**Item 5** – “The ground floor living area of a single family main dwelling, structure, excluding open porches and garages, shall not be less than thirteen hundred (1300) square feet for a on-story building, or as otherwise approved by the Building Committee. All homes shall have **at least** a two-car garage or ~~earport~~ **as otherwise approved by two (2) members of the Building Committee.**”

**Item 17** – “All land contours are to remain as natural as possible, however, minor changes shall be allowed by the Building Committee, such as leveling for structure and/or handling drainage. All tracts **with homes** shall be landscaped **and maintained** in a style which shall maintain the harmony of the area.”

**Item 21** – “All **vacant** lots must be kept free of debris and mowed when the vegetation exceeds 12 inches in height. The homeowners association has the authority to clean and mow any lots in violation of the restrictive covenants and may file a lien for the actual cost of such mowing and cleanup.”

**The following pages are signatures of the land owners of Texoma Landing who are in agreement of this amendment to our current restrictive covenants.**

**Texoma Landing – Amendment to Restrictive Covenants – April 2009  
Pages 1 & 2 (Signature Pages not shown)**

*Gail Bowline, Treasurer*



After recording, return to:  
Matthew L. Winton, Esq.  
Vaughn, Winton & Clark<sup>plc</sup>  
3233 East Memorial Rd., Suite 103  
Edmond, Oklahoma 73013  
405.478.4818



STATE OF OKLAHOMA  
MARSHALL COUNTY S.S.  
THIS INSTRUMENT WAS FILED FOR RECORD  
on the 29 day of Oct A.D., 2010  
at 1:25 o'clock P.M. and duly  
recorded in Book 941 on page 193  
By Ann Harsh, County Clerk  
Deputy  
I-2010-4305

For use by the Recorder

## AMENDMENT TO THE DECLARATION OF TEXOMA LANDING, A RESIDENTIAL COMMUNITY TO MARSHALL COUNTY, OKLAHOMA

THIS AMENDMENT is made this day of filing by a sufficient percentage of title holders within the following described real estate:

A tract of land located in the NE/4 SE/4 of Section 32, and the W/2 W/2 of Section 33, Township 7 South, Range 5 East, Marshall County, Oklahoma more particularly described as: Beginning at the ¼ Section Corner Common to Section 32 and 33, T7N, R5E, thence N0°47'22"W a distance of 1815.91 feet; thence N89°07'19"E a distance of 329.97 feet, thence S0°46'56"E, a distance of 2806.33 feet; thence N89°06'33"W a distance of 329.61 feet to the Section Line Common to Section 32 and 33; thence N53°44'32"W a distance of 1654.01 feet; thence N89°28'16"E a distance of 1320.14 feet to the point of beginning, containing 36.26 acres more or less.

commonly known as the Texoma Landing Addition (the Addition). The Addition has been surveyed into separately identifiable parcels (the Lots) pursuant to a plat of survey, which is attached for demonstrative purposes as Exhibit "1."

### Section 1 - Purpose of Amendment.

On or about June 7, 1999, a Declaration was filed for the Addition, such Declaration being recorded at Book 686, Page 54 within the county clerk's office to Marshall County, Oklahoma. The title holders to the Lots subject to the Declaration desire to amend the Declaration. As evidenced by the attached signature pages (the Ballots), the Declaration is hereby amended as follows.

### Section 2 - Amendment.

**Section 2.1.** Section 9.4 to the Declaration is hereby deleted in its entirety and intentionally replaced with the following:

4. [DELETED]

**Section 2.2.** Section 9.5 to the Declaration is hereby deleted in its entirety and intentionally replaced with the following:

5. This Declaration shall run with and be binding on the land, the Addition, the Lots, and their title holders and occupants. This Declaration may be amended at any time by a written

Texoma Landing Addition - Declaration Amendment

- 1 -

instrument filed with the Marshall County Clerk provided such amendment receives approval from the title holders to at least 60% of the Lots. If title to a Lot is held by more than one person, the title holders to the Lot shall designate among themselves who shall cast the one vote for their Lot.

**Section 3 – Ratification of prior covenants.**

All other terms and provisions, including but not limited to covenants, conditions, restrictions, definitions, and exhibits found within the Governing Documents and any amendments and supplemental declarations thereto are hereby incorporated by reference as if each were fully set out within this Amendment. All such terms and provisions, unless expressly and specifically modified by this Amendment, shall remain in effect as first recorded in the Declaration as amended, the title holders hereby reaffirming the same.

IN WITNESS WHEREOF, the undersigned have adopted this Amendment.

**[Signatures Attached Hereto]**

**Texoma Landing – Supplemental Declaration (Annexation) – April 2011**

**NOTE:**

There were 19 pages of notarized signature pages that were also filed with this Texoma Landing Annexation document (“Supplemental Declaration Of Additional Property To The Declaration Of Covenants, Conditions And Restrictions Of Texoma Landing Addition” filed on 4/19/2011 at Book 955, Page 255 at Marshall County Clerk’s office.)

INDEXED &  
COMPARED

INDEXED &  
COMPARED

RETURN TO:  
STEVE WILLIAMS  
1800 N. INTERSTATE DR #300  
NORMAN, OK 73072

STATE OF OKLAHOMA  
MARSHALL COUNTY S.S.  
THIS INSTRUMENT AS FILED FOR RECORD  
on the 17 day of APRIL, 2011  
at 5:00 o'clock P.M. and duly  
recorded in Book 955 on page 255  
Ann Hartin, County Clerk  
By \_\_\_\_\_ Deputy  
I-2011-2410



**SUPPLEMENTAL DECLARATION OF ADDITIONAL PROPERTY  
TO THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF TEXOMA LANDING ADDITION**

**THIS Supplemental Declaration** is made effective as of March 3, 2011, having been approved by the title holders of at least 60% of the lots in Texoma Landing Addition and those owners of the Annexed Property shown on Exhibit A and Exhibit B attached hereto.

1. The following property, located in Marshall County, Oklahoma, and identified as the Annexed Property, is being submitted to the Declaration and Governing Documents of Texoma Landing:

A tract of land located in the NW/4 of Section 33, Township 7 South, Range 5 East, Marshall County, Oklahoma, described as follows: Beginning at the Northeast corner of the NW/4 of the NE/4 of the NW/4 of said Section 33, T7S, R5E; thence S89°07'32"W along the North line of the NW/4 of Section 33, a distance of 1980.42 feet, more or less, to the NW corner thereof, thence S00°47'22"E, along the West line of said NW/4, a distance of 825.41 feet, more or less; thence N89°07'19"E a distance of 1319.87 feet; thence N 37°50'39"E, a distance of 1057.88 feet, m/l, to the Point of Beginning (which includes all of the property platted as Texoma Landing II Addition, which is Lots 25-27, Block 1 and Lots 1-7, Block 2 and the unplatted property and access road); and Lots 61, 63, 64, 66 and 67 in BUNCOMBE SPRINGS CAMP, according to the Official Plat and Survey thereof;

2. Texoma Landing is identified as:

All that property that has been platted as Texoma Landing Addition to Marshall County, Oklahoma, according to the recorded plat thereof.

**Section 1 – Purpose of Supplemental Declaration**

**Section 1.1.** This instrument will subject the Annexed Property to the Declaration of Covenants, Conditions and Restrictions of Texoma Landing Home Owners Association recorded June 7, 1999, in Book 686 and beginning at Page 54, and Amendment to the Declaration recorded October 29, 2010, in Book 941 beginning at Page 193, and Restrictive Covenants of Texoma Landing recorded in Book 686 beginning at page 65, and the Amendment of Restrictive Covenants of Texoma Landing recorded April 27, 2009 in Book 904 beginning at Page 643, all being the Governing Documents. The purpose of the supplement declaration is amend the Governing Documents to submit the Annexed Property to the same

terms, conditions, restrictions, and benefits of the Declaration and Governing Documents that are binding on or available to the owners of lots in Texoma Landing Addition.

**Section 1.2.** The Annexed Property is made subject to the terms and conditions of the Declaration and Governing Documents, all for the purpose of protecting the value and desirability of the Property originally described in said Declaration of Covenants, Conditions, and Restrictions, and the Annexed Property and Tracts, and for the further purpose of distributing among all of the Tract Owners the cost of maintaining and operating the Common Areas located within both Texoma Landing Addition and the Annexed Property, and any improvements constructed thereon.

**Section 1.3.** The Annexed Property shall be held, sold and conveyed subject to the terms and conditions of the Declaration and Governing Documents and the term "Property" as used therein shall include the Annexed Property.

## **Section 2 - Definitions**

**Section 2.1.** The definitions used in the originally filed Declaration and Restrictive Covenants shall include and be interpreted as follows:

- a) "Governing Documents" shall include the Declaration and Restrictive Covenants. "Declaration" shall mean the duly adopted Declaration of Covenants, Conditions and Restrictions of Texoma Landing Home Owners Association recorded June 7, 1999, in Book 686 and beginning at Page 54, and Amendment to the Declaration recorded October 29, 2010, in Book 941 beginning at Page 193, referred to above, as filed with the office of the County Clerk for Marshall County, Oklahoma, pursuant to 60 O.S. § 850-856, as the same may be further amended from time to time, and this Supplemental Declaration. "Restrictive Covenants" shall mean the Restrictive Covenants of Texoma Landing recorded in Book 686 at Page 65, and the Amendment of Restrictive Covenants of Texoma Landing recorded April 27, 2009 in Book 904 beginning at Page 643, and all other amendments.
- b) "Association" means Texoma Landing Home Owners Association, Inc. an Oklahoma nonprofit corporation.
- c) "Bylaws" shall mean the duly adopted Bylaws of the nonprofit corporation, as the same may be amended, changed or modified from time to time.
- d) "Common Areas" means the roads, utility easements, entry, green belts, access to boat dock, and all areas shown on plats as common areas. Common elements include the dock structure, its flotation device, roofing, flooring, electrical service, and supports. It includes both Texoma Landing Addition and all common areas in the Annexed Property.

- e) "Members" shall mean the record owners of separately owned tracts included within the Property as originally described in the Declaration and the Annexed Property.
- f) "Roads" means those areas of land, designated on the recorded subdivision plats of the Property and Annexed Property as either roads or "Road Easements", which includes all utility easements, intended to be owned by the Association and devoted to the common use and enjoyment of the owners of the Lots.
- g) "Common Expenses" shall mean the following:
  - (i) Expenses of administration, maintenance, repair or replacement of the Common Areas to the extent such expenses are to be borne by the Association under the terms of this Declaration;
  - (ii) Expenses agreed upon as common by all or a part of the Tract Owners acting through the Association; and
  - (iii) Expenses declared common by the provisions of the Declaration or by the Bylaws in force as of date hereof or as they may later be amended.
- h) "Declarant" means Texoma Landing L.L.C, a limited liability company, and its successors and assigns.
- i) "Declaration" means the instrument by which the Property and Annexed Property is submitted to the provisions of 60 O.S. § 850-856, together with such amendments to this instrument that may be lawfully made time to time.
- j) "Tract Owner" or "Lot Owner" or "Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple title to a Tract in the Property and Annexed Property, as the Tract is now or may be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record Owner and shall be a single member of the Association by virtue of their ownership of the Tract. The term "Tract Owner" or "Lot Owner" or "Owner", shall not mean any contract purchaser, nor shall it include any mortgagee or other person or legal entity holding an interest in a Tract as security for the performance of an obligation.
- k) "Majority of Tract Owners" means the Owners of more than fifty percent (50%) of the Tracts or Lots in the initial addition and the annexed property. Any specified percentage of Tract Owners means such percentage in the aggregate of such ownership of Tracts.
- l) "Person" means an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

m) "Property" means all of the land described in the original Declaration filed in Book 686 and beginning at page 54, and said term shall be deemed to include and incorporate by reference the "Annexed Property" more specifically described above in this agreement.

n) "Boat Slip Licensee" means those persons or Owners having a license to use a boat slip.

**Section 2.2.** All terms and conditions of the Governing Documents and any amendments are incorporated herein by reference including provisions for common areas and provisions for assessment, liens, and enforcement and same shall be made binding on the Annexed Property except to the extent same as inconsistent with this supplemental declaration.

8. Article III, paragraph 1 of the Declaration shall be amended by adding to the provision the following:

"Beginning 2011 and thereafter, the Association and the Declarant shall prorate the following: (a) the general liability insurance premium between land owned by Declarant and land owned or controlled by the Association; and (b) the casualty insurance premiums (for the gates and boat/dock slips) between slips controlled by Declarant and slips which have had licenses issued and are controlled by the Association.

**Section 2.3.** Article IV, paragraph 6 of the Declaration and any prior amendments shall be further amended to read as follows:

"6. The Declarant shall have one vote for each lot it owns in Texoma Landing and in the property platted as Texoma Landing II. The owner or developer of the unplatted land, including the pond, will have no votes until that area is platted and recorded. No more than 13 additional lots will be created when platted and the owner or developer will limit their votes to 5 until such time as fewer than 5 lots remain unsold at which time the vote will revert to one vote per lot owned. All sold lots shall be entitled to one vote per lot in the same manner as the voting rights of all other owners in the Property."

**Section 2.4.** Article V of the Declaration and any prior amendments shall be further amended to modify paragraph 5 to read as follows:

"5. The Association shall acquire and pay out of the assessments levied and collected in accordance herewith, for all development, maintenance, and other necessary expenditures relating to the common areas except as follows:

(a) The Association and the Declarant shall prorate the maintenance costs (excluding capital expenditures) for Texoma Landing and Texoma Landing II based on the percent that the unsold lots bears to the total lots until all lots are sold at which time the Association shall pay all maintenance costs.

(b) With regard to the pond:

1. When Declarant conveys an easement and use agreement in favor of the Association for the pond in the annexed area, the Association shall pay 100% of the mowing and weed-eating maintenance of the pond and dam area.
2. When Texoma Landing III is platted, Declarant will dedicate the pond, dam, and roads to the Association at which time it will pay 100% of all costs, whether defined as maintenance or otherwise, for the pond.

(c) With regard to the roads and common areas in area to be platted as Texoma Landing III:

1. Until Texoma Landing III is platted, the owner or developer of Texoma Landing III will bear all maintenance cost of Texoma Landing III .
2. After Texoma Landing III is platted, the Association and developer of Texoma Landing III shall prorate the maintenance costs based on the percent that the unsold lots bears to the total lots until all lots are sold at which time the Association shall pay all maintenance costs.”

**Section 2.5.** Article VIII, paragraph 7 pertaining to boat slips shall be amended to read as follows:

“7. Declarant, due to its continuing investment in the Property shall not be liable for assessments for boat slips, however, Declarant will contribute to actual out of pocket expenses for maintenance of the boat docks (not capital expenditures) in the proportion of slips controlled by Declarant and slips which have had licenses issued and are controlled by the Association. Further, beginning in 2011 and thereafter, any taxes assessed by Marshall County for individual boat slips in which boat slip licenses have been issued shall be paid by the Association directly Marshall County Treasurer at the time the taxes are due.”

### **Section 3.**

All other terms and conditions of the Declaration and Governing Documents and prior amendments are incorporated by reference and shall remain in effect except as set out in this supplemental declaration.







**EXHIBIT B**

<b>Lot / Block</b>	<b>Owner(s)</b>	<b>Voting Approval (Yes or No)</b>
1/1	Lee Sommers and Kay Sommers	Yes
2/1	Ronald L. Williams Trust	Yes
3/1	Robert R. Williams and Patricia K. Williams	Yes
4/1; 5/1	Carl S. Alford and MaryLee Alford	No
6/1	John Weaver and Donna Weaver	
7/1	Phillip S. Jennings, Jr.	No
8/1; 9/1; 10/1	JET Revoc. Trust; KDT Revoc. Trust; Jack E. Turner II, Trustee; Kelly D. Turner, Trustee	No
11/1	Brooks B. Zimmerman and Elizabeth Zimmerman	Yes
12/1	James Cargill and Linda Cargill	No
13/1	Brice E. Tarzwell and Connie S. Stamets	Yes
14/1	Bradley W. Yarbrough and Carolyn M. Yarbrough	Yes
15/1	Jerry T. Freeman and Patricia M. Freeman	
16/1	Raymond A. Boisvert and Sharon A. Boisvert	Yes
17/1; 18/1; 23/1; 24/1	Steve Williams for Texoma Landing, LLC	Yes
19/1; 20/1	William J. Jenkins and Fadia Jenkins	Yes
21/1	Sal Saggese and Rosalie Saggese	No
22/1	Steven L. Welty and Margaret J. Leonard	Yes
1/2	Jim A. Gasso and Patricia M. Gasso	Yes
2/2; 3/2; 4/2	Ronald L. Mercer and Kay G. Mercer	Yes
5/2	Charles A. Bowline and Karen Darlene Bowline	Yes
6/2	Ben L. Graves for Texoma Landing, LLC	Yes
7/2	Jeff D. Ratcliffe and Linda M. Ratcliffe	No
8/2	Steven A. Williams and Lea Ann Williams	Yes
1/3	Fleske Living Trust and Eric C. Fleske, Trustee Amy E. Fleske, Trustee Steven R. Fleske and Diana G. Fleske	Yes
2/3	Gail Bowline	Yes
3/3; 4/3	Paul Cook and Teri Reed Cook	Yes
1/4; 2/4	Bruce E. Davis and Linetha F. Davis	No

<b>Lot / Block</b>	<b>Owners in Annexed Property</b>	<b>Approval For Annexation</b>
26/2	William R. Roepka, Jr. and Sheila M. Roepka	Yes
Annexed Property less Lot 26/Blk 2 & Lot 4/Blk 1	Texoma Landing, LLC	Yes

SEE ATTACHED SIGNATURE PAGES OF TITLE HOLDERS OR OWNERS