Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions, as provided by the title company)

Preliminary title insurance schedules prepared by:

Oklahoma Closing & Title Services, Inc.

Tract 13 (Payne County, Oklahoma)

For June 9, 2021 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Lane Homes, LLC

American Eagle Title Insurance Company

SCHEDULE A

- 1. Commitment Date: May 11, 2021 at 07:00 AM
- 2. Policy to be issued:
 - (a) ALTA Owner Policy (6-17-06) Proposed Insured: tbd Proposed Policy Amount:
- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- 4. The Title is, at the Commitment Date, vested in: LANE HOMES, LLC
- The Land is described as follows: Lot Seven (7), in Block One (1), CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, State of Oklahoma, according to the recorded plat thereof.

American Eagle Title Insurance Company

angle Intertained

By:

Oklahoma Closing & Title Services, Inc., Angela J. Whitehead #87109

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by American Eagle Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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American Eagle Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- 6. Satisfactory proof of identity must be furnished with regard to the parties executing II documents.
- 7. Furnish an appropriate Underwriters form of Borrower/Seller Affidavit signed and acknowledged by both the Buyers and the Sellers and initialed in all required places.
- 8. Secure an accurate plat of survey by a registered land surveyor showing all easements, fences, setback lines, and encroachments, if any.
- 9. Before closing, have the records checked against the subject property and a court search obtained on the seller and the buyer or borrower (if refinance) of said property to insure nothing adverse has been filed of record.
- 10. Obtain final abstracting or a final title report for issuance of policy.
- 11. You should satisfy yourself that the recorded easements do not adversely impact your proposed use of the premises.
- 12. Obtain prior to closing the Operating Agreement creating LANE HOMES, LLC; setting out which Manager is authorized to sign on behalf of said L.L.C.; and provide documentation from the Secretary of State that L.L.C. is in good standing.
- 13. Obtain and furnish a letter from the City of Stillwater stating that there are no unpaid assessments due or delinquent.
- 14. Payment prior to the closing and proof thereof of any outstanding dues and/or assessments owing to the Homeowner's Association, which may be due.
- 15. Properly executed Warranty Deed from the current record owners to the new purchasers. NOTE: Limited liability companies must convey property and conduct business through a manager, who may or may not be a member, as revealed by the Articles on file with the Secretary of State, and the operating agreement, together with all amendments thereto.
- 16. If mortgage will be made then an exception of said mortgage will be made on the Owner's Title Policy.

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(22307-21.PFD/22307-21/5)

(Continued)

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- 2. Encroachments, overlaps, discrepancies or conflicts in boundary lines, shortgage in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
- 3. Rights or claims of parties in possession not shown by the public records.
- 4. Easements or claims of easements not shown by the public records.
- 5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.
- 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
- 8. Ad-Valorem taxes for 2021 and subsequent years, the amount of which is not ascertainable, due or payable.
- 9. Water rights, claims or title to water, whether or not shown by the public records.
- 10. Restrictive covenants filed October 3, 1983 in Book 627 Page 126 appearing at Page 153 of abstract recorded January 6, 1984 in Book 635 Page 330, located at page 166 of the abstract, Articles of Incorporation recorded on October 3, 1983 in Book 627 Page 137 appearing at Page 181 of abstract, Corrected Articles of Incorporation recorded on January 5, 1984 in Book 635 at Page 192, located at page 187 of the abstract, By-Laws of Crestwood recorded on October 3,

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(22307-21.PFD/22307-21/5)

(Continued)

1983 in Book 627 at Page 142, located at page 194 of the abstract, Amendment recorded on January 8, 1985 in Book 671 at Page 176, located at page 227 of the abstract, Resolution No. 2016-1 recorded on October 27, 2016 in Book 2362 at Page 931, located at page 349 of the abstract, which do not provide for forfeiture or reversion of title, but deleting any covenant condition, or restriction indicating a preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions, or restrictions violate 42 USC, 3604 (c).

- 11. Building setback lines and easements across the subject property as shown on the subdivision plat, located at page 3 of Abstract; and as set out in restrictive covenants recorded January 6, 1984 in Book 635 Page 330.
- 12. Easements and future assessments, if any, created or evidenced by Order creating Conservancy District No. 16 filed July 29, 1958 in Book 134 Misc., Page 379 as amended on December 21, 1962 filed March 21, 1963 Book 152 Misc. Page 483, shown at page 72 of abstract.
- 13. Grant in favor of Oklahoma Gas & Electric Co. filed April 7, 1923 in Book 28 RR Page 582 appearing at Page 47 of abstract.
- 14. Permanent Sanitary Sewer Easement in favor of the City of Stillwater filed June 1, 1977 in Book 333 Page 380 appearing at Page 86 of abstract.
- 15. Easement for Equipment Station in favor of Southwestern Bell Telephone Company filed August 9, 2006 in Book 1657 Page 710 appearing at Page 309 of abstract.
- 16. Permanent Easement in favor of The City of Stillwater filed March 24, 2009 in Book 1824 Page 7 appearing at Page 313 of abstract.
- 17. Permanent Easement in favor of the City of Stillwater filed April 8, 2009 in Book 1826 Page 581 appearing at Page 316 of abstract.

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(22307-21.PFD/22307-21/5)

AMERICAN DEVELOPMENT CO., a Joint Venture

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

DATED: September 30, 1983

FILED: October 3, 1983 at 3:04 pm

RECORDED: Book 627 at Page 126

THIS DECLARATION, made on the date hereinafter set forth by American

Development Co. (A Joint Venture), hereinafter referred to as

"Declarant".

WITNESSETH:

, which is more particularly described as:

, County of _____PAYNE

1.04

State of Oklahoma

(Insert legal description)

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows:

Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the Point of Beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the West line of the SW/4 590 feet to the Point of Beginning.

Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof.

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

llh

TO

THE PUBLIC

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to CRESTWOOD ESTATES Homeowner's Association . its successors and assigns.

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

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

<u>Section 4.</u> "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Whereas, Declarant is the owner of certain properties situated within the legel describtion of CRESTWOOD ESTATES, an addition to the City of Stillwater, Oklahoma, designated as "Common Areas", which said Common Areas are more particularly described on the plot plan of Crestwood Estates, a part of the SW/4, Section 18, T 19 N, R 3 E, I.M. City of Stillwater, Payne County, Oklahoma.

<u>Section 5</u>. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

<u>Section 6</u>. "Declarant" shall mean and refer to <u>American development Co.</u>, (A Joint Venture), its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

<u>Section 1</u>. <u>Owners' Easements of Enjoyment</u>. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

 (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

<u>Section 2</u>. <u>Delegation of Use</u>. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

<u>Section 1</u>. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section_2. The Association shall have two classes of voting membership:

<u>Class A.</u> Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more

than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

<u>Class B</u>. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
 (b) on <u>APRIL</u>, lst., <u>1989</u>.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall automatically pass to his successors in title if not paid in full by the owner.

<u>Section 2. Purpose of Assessments</u>. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

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> Section 3. <u>Maximum Annual Assessment</u>. The maximum annual assessment after the conveyance of first Lot in Crestwood Estates, to an owner, from April 1, 1985, shall be \$36.00, per lot, for both Class A and Class B Membership.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, <u>provided that</u> any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called within thirty (30) days and the required quorum at the subsequent meeting shall be one-half $(\frac{1}{2})$ of the re-

:08

quired quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments
must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.
Section 7. Date of Commencement of Annual Assessments: Due Dates. The
annual assessments provided for herein shall commence as to all Lots on the first
day of the month following the conveyance of the Common Area. The first annual
assessment shall be adjusted according to the number of months remaining in the
calendar year. The Board of Directors shall fix the amount of the annual assessment period. Written notice of the annual assessment shall be sent to every Owner
subject thereto. The due dates shall be established by the Board of Directors.
The Association shall, upon demand, and for a reasonable charge, furnish a certificate
signed by an officer of the association setting forth whether the assessments on a
specified Lot have been paid. A properly executed certificate of the Association as to the status

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in

lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

<u>Section 10.</u> <u>Deed Clause</u>: The fee title to any lot described as bounded by any street, lane, walkway, park, playground, lake, pond, pool or any other common property which has not been dedicated or accepted by the public and the fee title to any lot shown on the recorded plat of CRESTWOOD ESTATES as abutting upon any such common property ^{shall} not extend upon such common property and the fee title to such common property is reserved to the grantor to be conveyed to the CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION for the common enjoyment of all of the residents in CRESTWOOD ESTATES.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI USE RESTRICTIONS

Section 1. All lots within the development shall be designated as residential building plots. No building shall be erected, placed, or altered on any lot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision; and as to location of the building with respect to topography and finished grade elevations and to the property and building set -back lines; and by a committee composed of American Development Co., (A joint venture), or their authorized representatives, designated by a majority of the members of said committee . If the aforesaid committee or their designated or authorized representatives fail to approve or disapprove such design or location within thirty (30) days after plans have been submitted to it, or if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval will not be required, and this covenant shall be deemed to have been fully complied with. Neither the members of such committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

> <u>Section 2.</u> No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached

 single-family dwelling not to exceed two stories in height from the ground level, and a private garage for not more than two automobiles, and other out buildings incidental to the residential use of the plot.
 No lot or tract shall be subdivided into smaller building lots or sites.

<u>Section 3.</u> No business, trade or commercial activity shall be carried on upon any residential lot or tract or the common areas except that which is conducted by the declarant and that shall be limited to only those activities relating to the sales and development of lots and houses.

<u>Section 4.</u> No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or any other out building shall be used upon any lot or the common area at any time as a residence either temporarily or permanently.

<u>Section 5.</u> The ground floor square footage area of a one-story structure shall not be less than <u>600 square feet</u>, exclusive of garage or other out buildings and in the case of one and one-half or twostory buildings, there shall be not less than <u>1000 square feet</u> in the whole house, exclusive of unfinished attic space, garages or other out buildings.

<u>Section 6.</u> No detached garaged, out buildings, or fences may be permitted on the common areas. Any structure to be placed on the common area must be approved by the Architectural Control Committee.

<u>Section 7.</u> No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or common area, except that dogs, cats, or other household pets may be kept provided that they are not kept upon the common area or maintained for any commercial purpose.

<u>Section 8.</u> No shrubs, trees, plants, grass or other growing things in the common area shall be cut, removed nor altered in any way, except for normal maintenance, without the approval of the Board of Directors.

OKLAHOMA ABSTRACT AND TITLE COMPANY STILLWATER, OKLAHOMA

<u>Section 9.</u> No machinery, vehicle, boat, trailer or recreational vehicle of any kind shall be parked in the street, upon individual lots, or in the common areas or a designated parking area for the purpose of storage or making major repairs thereon.

<u>Section 10.</u> All property must be kept free from weeds, brush and high grass and trash and rubbish shall not be permitted to accumulate upon any lot. In the event an owner of any lot in the development shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right through its agents and employees, to enter upon the said parcel and to repair, maintain, and restore the lot and improvements erected thereon. The cost of such action shall be added to and become part of the assessment to which the lot is subject.

<u>Section</u>^{11.} No existing structure shall be moved on to any lot in this Addition and all construction shall be of new material except that it may be permissible to utilize used bricks for architectural effects and used material on the interior where it is used strictly for decorative purposes or to carry out architectural effects, it being the intention of this covenant to definitely prohibit the moving unto or placing of existing residential structures on any of the lots in Crestwood Estates.

<u>Section 12.</u> No machinery or vehicles of any kind that are in a "junk "state, unless garaged, and no nuisance or annoyance to the neighborhood shall be permitted on any lot.

<u>Section 13.</u> No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. No antenna or disc shall be permitted to be used or attached on top of roof or on lot, except that underground cable, shall be provided for clean operation and better reception.

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OKLAHOMA ABSTRACT AND TITLE COMPANY STILLWATER, OKLAHOMA

ARTICLE VII

GENERAL PROVISIONS

<u>Section 1.</u> <u>Enforcement</u>. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

<u>Section 3.</u> Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time, they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the lot owners. Any amendment must be recorded.

<u>Section 4. Annexation.</u> Additional land within the area described in Deed Book ______, Page _____, of the land records of Payne County may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them. <u>Section 5. FHA/VA Approval.</u> As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veteran Administration: Annexation of additional propertities, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the

Declarant herein, has hereunto set its hand this 30th day of

<u>September</u> 1983.

AT PAL SINGH Co-owner

AMERICAN DEVELOPMENT CO. (A Joint Venture)

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STATE OF OKLAHOMA COUNTY OF PAYNE

Before me, a Notary Public in and for said Gounty and State on this 26th day of September, 1983, personally appreared Jerry Mebane, Nancy A. Singh and Sat Pal Singh to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

SS.

Given under my hand and seal the day and year last above.

My commission expires: March 29, 1987

Paula L. Oliver Notary Public

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(SEAL)

DECLARATION...(cont'd) Book 627 at Page 126

AMERICAN DEVELOPMENT CO. (A Joint Venture)

CORRECTED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

DATED: December 10, 1983

January 6, 1984

то

THE PUBLIC

at 2:34 P.M.

RECORDED: Book 635 at Page 330

THIS DECLARATION, made on the date hereinafter set forth by AMERICAN

FILED:

DEVELOPMENT CO. (A Joint Venture), hereinafter referred to as

"Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in STILLWATER

_____, County of PAYNE

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State of _______, which is more particularly described as:

A tract of land in the Southwest Quarter of Section Eighteen, Township Nineteen North, Range Three East of the Indian Meridian, (SW 1/4, Sec. 18, T 19N,R 3 E, I.M.) Payne County, Oklahoma, described as follows:

Commencing at the Northwest corner of the SW 1/4, of said Sec. 18, thence N 88° 39' 49" E., along the north line of said SW 1/4, a distance of 435.00 feet to the point of beginning; thence N 88° 39' 49" E, along the north line of said SW 1/4, a distance of 901.40 feet; thence S 0° 07' 56" W, a distance of 1166.00 feet; thence S 89° 08'00" W, a distance of 1333.50 feet to a point on the west line of said SW 1/4; thence North along the west line of said SW 1/4, a distance of 565.00 feet; thence N 88° 39' 49" E, a distance of 435.00 feet; thence North, a distance of 590.00 feet to the point of beginning, Containing 29.67 acres more or less. Also known as Crestwood Estates an addition to the City of Stillwater. Payne County. Oklahoma, according to the recorded plat thereof.

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

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DEFINITIONS

Section 1. "Association" shall mean and refer to CRESTWOOD ESTATES Homeowner's Association _, its successors and assigns.

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

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

<u>Section 4.</u> "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to

be owned by the Association at the time of the conveyance of the first lot is described as follows: Whereas, Declarant is the owner of certain properties situated within the legal description of CRESTWOOD ESTATES, an addition to the city of Stillwater, Oklahoma, designated as "Common Areas", which said common areas are more particularly described and shown on the recorded plan of Crestwood Estates, a part of the SW/4, Section 18, T 19 N, R 3 E, I. M., City of Stillwater, Payne County, Oklahoma.

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<u>Section 5</u>. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

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<u>Section 6</u>. "Declarant" shall mean and refer to <u>American Development Co.</u>, (A Joint Venture), its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

<u>Section 1.</u> <u>Owners' Easements of Enjoyment</u>. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such

dedication or transfer signed by 2/3rds of each class of members has been recorded. <u>Section 2</u>. <u>Delegation of Use</u>. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

> OKLAHOMA ABSTRACT AND TITLE COMPANY STILLWATER, OKLAHOMA

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CORRECTED DECLARATION OF COVENANTS...(Cont'd) Book 635 at Page 330 ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

<u>Section 1</u>. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

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

<u>Class B</u>. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on <u>APRIL, 1st.</u>, 1989. ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

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CORRECTED DECLARATION OF COVENANTS...(Cont'd) Book 635 at Page 330

(1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall automatically pass to his successors in title if not paid in full by the owner.

<u>Section 2</u>. <u>Purpose of Assessments</u>. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

<u>Section 3</u>. <u>Maximum Annual Assessment</u>. The maximum annual assessment after the conveyance of first Lot in Crestwood Estates, to an owner, from April 1, 1985, shall be \$36.00, per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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CORRECTED DECLARATION OF COVENANTS....(Cont'd) Book 635 at Page 330

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost \cap f any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half $(\frac{1}{2})$ of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

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CORRECTED DECLARATION OF COVENANTS...(Cont'd) Book 635 at Page 330

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

<u>Section 8.</u> Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in

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CORRECTED DECLARATION OF COVENANTS... (Cont'd) Book 635 at Page 330

> lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

<u>Section 10.</u> <u>Deed Clause</u>: The fee title to any lot described as bounded by any street, lane, walkway, park, playground, lake, pond, pool or any other common property which has not been dedicated or accepted by the public and the fee title to any lot shown on the recorded plat of CRESTWOOD ESTATES as abutting upon any such common property ^shall not extend upon such common property and the fee title to such common property is reserved to the grantor to be conveyed to the CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION for the common enjoyment of all of the residents in CRESTWOOD ESTATES.

ARTIC LE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the

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CORRECTED DECLARATION OF COVENANTS... (Cont'd) Book at Page 330 Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied ARTICLE VI with.

USE RESTRICTIONS

Section 1. All lots within the development shall be designated as residential building plots. No building shall be erected, placed, or altered on any lot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision; and as to location of the building with respect to topography and finished grade elevations and to the property and building set -back lines; and by a committee composed of American Development Co., (A joint venture), or their authorized representatives, designated $\mathbf{b}\mathbf{y}$ a majority of the members of said committee . If the aforesaid committee or their designated or authorized representatives fail to approve or disapprove such design or location within thirty (30) days after plans have been submitted to it, or if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval will not be required,

CORRECTED DECLARATION OF COVENANTS... (Cont'd) Book 635 at Page 330

Neither the members of such committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

and this covenant shall be deemed to have been fully complied with.

Section 2. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height from the ground level, and a private garage for not more than two automobiles, and other out buildings incidental to the residential use of the plot. No lot or tract shall be subdivided into smaller building lots or sites. Section 3. No business, trade or commercial activity shall be

carried on upon any residential lot or tract or the common areas except that which is conducted by the declarant and that shall be limited to only those activities relating to the sales and development of lots and houses.

<u>Section 4.</u> No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or any other out building shall be used upon any lot or the common area at any time as a residence either temporarily or permanently.

<u>Section 5.</u> The ground floor square footage area of a one-story structure shall not be less than <u>600 square feet</u>, exclusive of garage

> or other out buildings and in the case of one and one-half or twostory buildings, there shall be not less than <u>1000 square feet</u> in the whole house, exclusive of unfinished attic space, garages or other out buildings.

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<u>Section 6.</u> No detached garaged, out buildings, or fences may be permitted on the common areas. Any structure to be placed on the common area must be approved by the Architectural Control Committee.

<u>Section 7.</u> No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or common area, except that dogs, cats, or other household pets may be kept provided that they are not kept upon the common area or maintained for any commercial purpose.

<u>Section 8.</u> No shrubs, trees, plants, grass or other growing things in the common area shall be cut, removed nor altered in any way, except for normal maintenance, without the approval of the

Board of Directors.

<u>Section 9.</u> No machinery, vehicle, boat, trailer or recreational vehicle of any kind shall be parked in the street, upon individual lots, or in the common areas or a designated parking area for the purpose of storage or making major repairs thereon.

Section 10. All property must be kept free from weeds, brush

and high grass and trash and rubbish shall not be permitted to accumulate upon any lot. In the event an owner of any lot in the development shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right through its agents and employees, to enter upon the said parcel and to repair, maintain, and restore the lot and improvements erected thereon. The cost of such action shall be added to and become part of the assessment to which the lot is subject.

<u>Section 11.</u> No existing structure shall be moved on to any lot in this Addition and all construction shall be of new material except that it may be permissible to utilize used bricks for architectural effects and used material on the interior where it is used strictly for decorative purposes or to carry out architectural effects, it being the intention of this covenant to definitely prohibit the moving unto or placing of existing residential structures on any of the lots in Crestwood Estates.

<u>Section 12.</u> No machinery or vehicles of any kind that are in a "junk "state, unless garaged, and no nuisance or annoyance to the neighborhood shall be permitted on any lot.

> <u>Section 13.</u> No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. No antenna or disc shall be permitted to be used or attached on top of roof or on lot, except that underground cable, shall be provided for clean operation and better reception. <u>Section 14.</u> Ownership of each lot shall entitle the Wing of rf. owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to the

said lot as reasonably possible, together with the right of

ingress and engress in and upon parking area.

ARTICLE VII GENERAL PROVISIONS.

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

<u>Section 2.</u> <u>Severability</u>. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

> <u>Section 3. Amendment.</u> The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time, they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the lot owners. Any amendment must be recorded.

<u>Section 4</u> <u>FHA/VA Approval</u>: As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veteran Administration: Annexation of additional properties, dedication of common area, and ammendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this

10th day of December, 1983.

bb -15-CORRECTED DECLARATION OF COVENANTS.... (Cont'd) Book 635 at Page 330 AMERICAN DEVELOPMENT CO. (A' JOINT VENTURE) BY: int Venturer DAL SINGH, Joint Venturer STATE OF OKLAHOMA) SS_{\cdot} Nanc turer COUNTY OF PAYNE Before me, a Notary Public in and for said county and State on this <u>10th</u> day of <u>December</u>, 1983, personally appeared Jerry D. Mebane, Nancy A. Singh and Sat Pal Singh, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above. My Commission Expires : March 29, 1987 Paula L. Oliver Notary Public OKLAHOMA ABSTRACT AND TITLE COMPANY STILLWATER, OKLAHOMA 1.00

JERRY D. MEBANE, et al (as shown below)

ARTICLES OF INCORPORATION OF CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION

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DATED: September 27, 1983

FILED: October 3, 1983 at 3:13 pm

RECORDED: Book 627 at Page 137

THE PUBLIC

_______, the undersigned, all of whom are which incorporation is sought) residents of ________ and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I			
	1 Jac -	.,	
CRESTWOOD DENA	THEILONAROW		

The name of the corporation	is_	CRESTWOOD ESTRIES HOMEOWNER'S
ASSOCIATION, INC.	,	, hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at _______ 1009 N. Boomer Rd. ________ Stillwater, Oklahoma, 74075

ART	ICLE	III

NANCY A. SINGH	•	whose address is
1009 N. Boomer Rd. Stillwater, Oklahoma, 74075	,	is hereby appointed

the initial registered agent of this Association.

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ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area-within that certain tract of property described as:

> OKLAHOMA ABSTRACT AND TITLE COMPANY STILLWATER, OKLAHOMA

ARTICLES...(cont'd) Book 627 at Page 137

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows:

Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the Point of Beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 133.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the West line of the SW/4 590 feet to the Point of Beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Addition Stillwater, Payne County, Oklahoma, according to the recorded plat thereof. and to promote the health, safety and welfare of the residents within the above-

described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of <u>Payne county clerk. State of Oklahoma</u> and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of ita real or personal property as security for money borrowed or debts incurred; ARTICLES...(cont'd) Book 627 at Page 137

> (e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

> (f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of ______ OKLAHOMA______ by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:

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

> OKLAHOMA ABSTRACT AND TITLE COMPANY STILLWATER, OKLAHOMA

ARTICLES...(cont'd) Book 627 at Page 137

<u>Class B</u>. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot -owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever - occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
 (b) on <u>APRIL 1st.</u>, 1989.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME

	Jerry Mebane
	Nancy A. Singh
	Sat Pal Singh
	· · · · · · · · · · · · · · · · · · ·
_	

1619 Ma	ansfield, stillwater
1009 N.	Boomer Rd. Stillwater
1009 N.	Boomer Rd. Stillwater

ADDRESS

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

OKLAHOMA ABSTRACT AND TITLE COMPANY STILLWATER, OKLAHOMA

ARTICLES...(cont'd) Book 627 at Page 137

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B; membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of <u>OKLAHOMA</u>, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this <u>27</u> day of <u>September</u>, 19 83. ARTICLES...(cont'd) Book 627 at Page 137

Sat Pal Singh owner eб

Add appropriate acknowledgment)

State of Oklahoma)) ss. County of Payne)

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jerry D. Mebane, Nancy A. Singh and Sat Pal Singh, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therin set forth.

Given under my hand and seal this _____27_ day of September, 1983.

NOTARY PUBLIC -

Paula L. Oliver

My Commission Expires March 29,1987



JERRY D. MEBANE, et al as shown below,

CORRECTED ARTICLES OF INCORPORATION OF CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION

DATED: December 10, 1983

FILED: January 5, 1984, at 2:54 P.M.

RECORDED: Book 635 at Page 192

THE PUBLIC.

TO

ASSOCIATION

(A Non-Profit Organization)

In compliance with the requirements of <u>18.0SA</u><u>1.1</u> et seq. (reference to statute under

which incorporation is sought), the undersigned, all of whom are

residents of ______STILLWATER, OKLAHOMA ______ and all of whom

are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is <u>CRESTWOOD ESTATES HOMEOWNER'S</u> ASSOCIATION, INC. , hereafter called the "Association". ARTICLE II

The principal office of the Association is located at <u>1009 N. Boomer Rd.</u> Stillwater, Oklahoma, 74075

ARTICLE III

NANCY A. SINGH

_____, whose address is

1009 N. Boomer Rd. Stillwater, Oklahoma, 74075 , is herebys appointed

the initial registered agent of this Association.

OKLAHOMA ABSTRACT AND TITLE COMPANY STILLWATER, OKLAHOMA

CORRECTED ARTICLES OF INCORPORATION.... (Cont'd) Book 635 at Page 192 ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

A tract of land in the Southwest Quarter of Section Eighteen, Township Nineteen North, Range Three East of the Indian Meridian, (SW 1/4, Sec. 18, T 19N,R 3 E, I.M.) Payne County, Oklahoma, described as follows:

Commencing at the Northwest corner of the SW 1/4, of said Sec. 18, thence N 88°39'49" E., along the north line of said SW 1/4, a distance of 435.00 feet to the point of beginning; thence N 88°39'49" E, along the north line of said SW 1/4, a distance of 901.40 feet; thence S 0°07'56" W, a distance of 1166.00 feet; thence S 89°08'00" W, a distance of 1333.50 feet to a point on the west line of said SW 1/4; thence North along the west line of said SW 1/4, a distance of 565.00 feet; thence N 88°39'49" E, a distance of 435.00 feet; thence North, a distance of 590.00 feet to the point of beginning, Containing 29.67 acres more or less. Also known as Crestwood Estates, an addition to the

City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof. and to promote the health, safety and welfare of the residents within the abovedescribed property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of <u>Payne county clerk. State of Oklahoma</u>.

> OKLAHOMA ABSTRACT AND TITLE COMPANY STILLWATER, OKLAHOMA

-3-

CORRECTED ARTICLES OF INCORPORATION....(Cont'd) Book 635 at Page 192 and as the same may be amended from time to time as therein provided, said

Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or <u>annexation shall have the assent of two-thirds (2/3) of each class of members</u>;

CORRECTED ARTICLES OF INCORPORATION.... (Cont'd) Book 635 at Page 192

> (g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of ______ OKLAHOMA ______ by law may now or hereafter have or exercise. ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

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

<u>Class B.</u> The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: -5-

CORRECTED ARTICLES OF INCORPORATION.... (Cont'd) Book 635 at Page 192

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
 (b) on <u>APRIL 1st.</u>, 1989.

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ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3-) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
Jerry D. Mebane	1619 Mansfield, Stillwater, Ok.
Nancy A. Singh	1009 N. Boomer Rd., Stillwater
Sat Pal Singh	1009 N. Boomer Rd., Stillwater
/	
·	
The term of ea	ch Board of Director would be for two years.

OKLAHOMA ABSTRACT AND TITLE COMPANY STILLWATER, OKLAHOMA

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CORRECTED ARTICLES OF INCORPORATION....(Cont'd) Book 635 at Page 192

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

> OKLAHOMA ABSTRACT AND TITLE COMPANY STILLWATER, OKLAHOMA

-7 bb CORRECTED ARTICLES OF INCORPORATION.... (Cont'd) Book 635 at Page 192 IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of OKLAHOMA , we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 10th. day of December , 19 83 lebane enturer Add appropriate acknowledgment) Pal Singh Joint Venturer State of Oklahoma)) ss. County of Payne) Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jerry D. Mebane, Nancy A. Singh and Sat Pal Singh, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therin set forth. Given under my hand and seal this 10th day of December, 1983. NOTARY PUBLIC Paula L. Oliver (SEAL) My Commission Expires March 29, 1987 C \ ************** OKLAHOMA ABSTRACT AND TITLE COMPANY STILLWATER, OKLAHOMA 193

CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION

BY-LAWS OF CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION

DATED: September 26, 1983

FILED: October 3, 1983 at 3:15 pm

RECORDED: Book 627 at Page 142

1.1.1

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ARTICLE I NAME AND LOCATION. The name of the corporation is <u>CRESTWOOD ESTATES</u> <u>HOMEOWNER'S ASSOCIATION</u>, hereinafter referred to as the "Association". The principal office of the corporation shall be located at <u>1009 N. Boomer Rd.</u> <u>Stillwater, Oklahoma, 74075</u> but meetings of members and directors may be held at such places within the State of <u>Oklahoma</u>, <u>County of PAYNE</u>, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to <u>Crestwood Estates</u> Homeowner's Association, its successors and assigns.

<u>Section 2</u>. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

<u>Section 3</u>. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

<u>Section 4</u>. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

<u>Section 5</u>. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

TO

THE PUBLIC

<u>Section 6.</u> "Declarant" shall mean and refer to <u>American Development Co.</u>, (<u>A joint Venture</u>), its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

<u>Section 7</u>. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of <u>County Clerk</u>, Payne County, State of Oklahoma

<u>Section 8</u>. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8.00 o'clock, P. M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

<u>Section 2</u>. <u>Special Meetings</u>. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth $(\frac{1}{2})$ of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

> Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

<u>Section 5.</u> <u>Proxies</u>. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

<u>Section 1</u>. <u>Number</u>. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

<u>Section 2</u>. <u>Term of Office</u>. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

<u>Section 3. Removal</u>. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

<u>Section 4.</u> <u>Compensation</u>. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

<u>Section 5.</u> Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

<u>Section 1. Nomination</u>. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

<u>Section 2</u>. <u>Election</u>. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

<u>Section 1</u>. <u>Regular Meetings</u>. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

> <u>Section 2.</u> <u>Special Meetings</u>. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

<u>Section 3</u>. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

 (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Director's to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other
 employees as they deem necessary, and to prescribe their duties.
 <u>Section 2</u>. <u>Duties</u>. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth $(\frac{1}{4})$ of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

 fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirt'y (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

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ARTICLE VIII

OFFICERS AND THEIR DUTIES

BY-LAWS...(cont'd) Book 627 at Page 142 <u>Section 1</u>. <u>Enumeration of Offices</u>. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

<u>Section 2</u>. <u>Election of Officers</u>. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

<u>Section 3.</u> Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

<u>Section 4.</u> <u>Special Appointments</u>. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

<u>Section 5</u>. <u>Resignation and Removal</u>. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

<u>Section 6</u>. <u>Vacancies</u>. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

<u>Section 7</u>. <u>Multiple Offices</u>. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

OKLAHOMA ABSTRACT AND TITLE COMPANY STILLWATER, OKLAHOMA

Vice-President

BY-LAWS...(cont'd) Book ²627 at Page 142 (b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

· COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: <u>CRESTWOOD ESTATES HOMEOWNER'S</u>

ASSOCIATION

ARTICLE XIII

AMENDMENTS

<u>Section 1</u>. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

<u>Section 2</u>. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

OKLAHOMA ABSTRACT AND TITLE COMPANY STILLWATER, OKLAHOMA

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the <u>CRESTWOOD</u> ESTATES HOMEOWNER'S Association,

have hereunto set our hands this <u>36th</u> .	day of <u>Septenle</u> , 1983.
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I and i	Jerry Mebane
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(Add appropriate acknowledgment)

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the _____CRESTWOOD ESTATES

HOMEOWNER'S	Association,	an	Oklahoma	-	-
			(State)	-	

corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the <u>Rbth</u> day of <u>September</u>, 19<u>83</u>.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this $\underline{76tL}$ day of $\underline{\text{Septender}}$, 19<u>53</u>.

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> STATE OF OKLAHOMA) COUNTY OF PAYNE) SS

BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE SAID COUNTY STATE, ON THIS THIRD DAY OF OCTOBER, 1983, PERSONALLY APPEARED SAT PAL SINGH, NANCY A. SINGH, JERRY D. MEBANE, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WIITTEN.

MY COMMISSION EXPIRES: . .

My Commission Expires June 28, 1986 -

NOTARY PUBLIC Carol J. White



AMERICAN DEVELOPMENT COMPANY, et al, as shown below	AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS		
	DATED: December 31, 1984		
ТО	FILED: January 8, 1985 at 1:51 P.M.		
THE PUBLIC	RECORDED: Book 671 at Page 176		

WE, the undersigned, constituting more than ninety (90) percent of the lot owners, do hereby amend that certain Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as: 1 1 1 A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the Point of Beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the West line of the SW/4 590 feet to the Point of Beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof.

which said instrument was filed of record with the Payne County Clerk, on October 3, 1983, the same being recorded in Book 627, at Page 126, as follows:

With respect to Article VI, Section 13, of said Declaration of Covenants, Conditions and Restrictions, which reads:

"Section 13. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. No antenna or disc shall be permitted to be used or attached on top of roof or on lot, except that underground cable, shall be provided for clean operation and better reception.

and do hereby amend said section to read as follows:

AMENDMENT . . . (cont'd) Book 671 at Page 176

"Section 13. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. No antenna shall be permitted to be used or attached on top of roof or on lot, except that underground cable, shall be provided for clean operation and better reception."

In all other respects the above referenced Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration of Covenants, Conditions and Restrictions on this the 3157 day of December, 1984.

LOT NUMBER____

CRESTWOOD ESTATES BLOCK 2 LOTS 1-7 1-7 BLOCK 3 LOTS 1-14 BLOCK 4 LOTS BLOCK 5 1-14 LOTS LOTS 16-19 BLOCK 5 BLOCK 6 1-3 LOTS LOTS 5-8 BLOCK 6 10 BLOCK 6 LOTS LOTS 5-29 BLOCK 7 BLOCK 8 LOTS 1 LOTS 3-15 BLOCK 8 BLOCK 1 LOTS 21-23 LOTS 547 BLOCK 1 15&10 BLOCK 1 LOTS LOTS 1 BLOCK 10 LOTS 9,452 BLOCK 9 STATE OF OKLAHOMA COUNTY OF PAYNE SS:)

expires:

AMERICAN DEVELOPMENT COMPANY, a joint venture partnership BY Jerry/Mebane, partner BY BY BY BY BY: Mancy A. Singh, partner

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JERRY AMEBANE, SAT PAL SINGH, and NANCY A. SINGH, known to me to be the identical persons who executed the foregoing instrument as Partners of AMERICAN DEVELOPMENT COMPANY, a joint venture partnership, and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and seal this 351 day of December, 1984.

Airi Aue Brown Notary Public

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AMENDMENT . . . (cont'd) Book 671 at Page 176 SIGNED: REGINALD W. NOLAND, JR. Lot 4 Block 6 Crestwood Estates ACKNOWLEDGED: December 31, 1984, by Reginald W. Noland, Jr., a single person, before Nikki Sue Brown, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires July 17, 1988. 6 . SIGNED: 1 . SUE E. FALLIS Lot 3 Block 7 Crestwood Estates ACKNOWLEDGED: December 31, 1984, by Sue E. Fallis, a single person, before Nikki Sue Brown, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires July 17, 1988. SIGNED: VICI GRIMES Lot 2 Block 7 Crestwood Estates ACKNOWLEDGED: December 31, 1984, by Vici Grimes, a single person, before Nikki Sue Brown, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires July 17, 1988. SIGNED: PAMELA J. WEBER Lot 15 Block 5 Crestwood Estates ACKNOWLEDGED: December 31, 1984, by Pamela J. Weber, a single person, before Nikki Sue Brown, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires July 17, 1988.

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AMENDMENT . . . (cont'd) Book 671 at Page 176 RICHARD BRONSON SIGNED: Lot 9 Block 1 Crestwood Estates December 31, 1984, by Richard Bronson, a single person, before Nikki Sue Brown, Notary Public in ACKNOWLEDGED: and for Payne County, State of Oklahoma. (SEAL) Commission expires July 17, 1988. JAMI COMBS SIGNED: BOBBY COMBS Lot 6 Block 1 Crestwood Estates December 31, 1984, by Jami Combs & Bobby Combs husband and wife, before Nikki Sue Brown, ACKNOWLEDGED: Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires July 17, 1988. SHARESE OUTLAW SIGNED: LESLIE OUTLAW Lot 4 Block 10 Crestwood Estates December 31, 1984, by Sharese Outlaw & Leslie Outlaw husband and wife, before Nikki Sue Brown, Notary Public in and for Payne County, State of Oklahoma. (SEAL) ACKNOWEDGED: Commission expires July 17, 1988. BRET ALAN GREEN SIGNED: JULIE GREEN Lot 1 Block 7 Crestwood Estates December 31, 1984, by Bret Alan Green & Julie Green, husband and wife, before Nikki Sue Brown, ACKNOWLEDGED: Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires July 17, 1988.

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AMENDMENT . . . (cont'd) Book 671 at Page 176 DAVID L. YANCY SIGNED: LINDA S. YANCY Lot 4 Block 7 Crestwood Estates December 31, 1984, by David L. ACKNOWLEDGED: Yancy & Linda S. Yancy, husband and wife, before Nikki Sue Brown, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires July 17, 1988. DAVID MURPHY SIGNED: CHRIS MURPHY 1 5 ^c Lot 30 Block 7 Crestwood Estates December 31, 1984, by David ACKNOWLEDGED: Murphy & Chris Murphy, husband and wife, before Nikki Sue Brown, Notary Public in and for Payne County, State of Oklahoma. (SEAL). Commission expires July 17, 1988. DAN BELL SIGNED: BARBARA BELL Lot 32 Block 7 Crestwood Estates December 31, 1984, by Dan Bell ACKNOWLEDGED: & Barbara Bell husband and wife, before Nikki Sue Brown, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires July 17, 1988. ROGER D. GILLUM SIGNED: KELLY D. GILLUM Lot 2 Block 7 Crestwood Estates December 31, 1984, by Roger D. ACKNOWLEDGED: Gillum & Kelly D. Gillum, husband and wife, before Nikki Sue Brown, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires July 17, 1988.

AMENDMENT . . . (cont'd) Book 671 at Page 176 SIGNED: DENNIS R. GUNDERSON SUZETTE C. GUNDERSON Lot 6 Block 10 Crestwood Estates ACKNOWLEDGED: December 31, 1984, by Dennis R. Gunderson & Suzette C. Gunderson husband and wife before Nikki Sue Brown, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires July 17, 1988. SIGNED: PHILIP L. PARSONS SHIRLEY J. PARSONS ACKNOWLEDGED: December 31, 1984, by Philip: L. Parsons & Shirley J. Parsons husband and wife, before Nikki Sue. Brown, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires July 17, 1988. SIGNED: MICHAEL EDWARD GRUBB SANDRA MARIE GRUBB Lot 3 Block 1 Crestwood Estates ACKNOWLEDGED: December 31, 1984, by Michael Edward Grubb & Sandra Marie Grubb, husband and wife, before Nikki • Sue Brown, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires July 17, 1988. SIGNED: REBECCA BIR TIMOTHY BIR Lot 7 Block 9 Crestwood Estates ACKNOWLEDGED: December 31, 1984, by Rebecca Bir & Timothy Bir husband and wife, before Nikki Sue Brown, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires July 17, 1988.

AMENDMENT . . . (cont'd) Book 671 at Page 176 MARTY D. SMITH SIGNED: JANET L. SMITH Lot 3 Block 10 Crestwood Estates December 31, 1984, by Marty D. ACKNOWLEDGED: Smith & Janet L. Smith, husband and wife, before Nikki Sue Brown, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires July 17, 1988. ROBERT A. COLEMAN SIGNED: TONI D. COLEMAN **i** 1 Lot 6 Block 9 Crestwood Estates 1 . . December 31, 1984, by Robert ACKNOWLEDGED: A. Coleman & Toni D. Coleman, husband and wife, before Nikki Sue Brown, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires July 17, 1988. TIM F. DRISKEL SIGNED: SANDRA K. DRISKEL Lot 16 Block 1 Crestwood Estates December 31, 1984, by Tim F. ACKNOWLEDGED: Driskel & Sandra K. Driskel, husband and wife, before Nikki Sue Brown, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires July 17, 1988. MARY McCLURE SIGNED: J. L. McCLURE Lot 19 Block 1 Crestwood Estates December 31, 1984, by Mary ACKNOWLEDGED: McClure & J. L. McClure, husband & wife before Nikki Sue Brown, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires July 17, 1988.

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AMENDMENT . . . (cont'd) Book 671 at Page 176 JIM AULGER SIGNED: Lot 1 Block 1 Crestwood Estates December 1, 1984, by Jim ACKNOWLEDGED: Aulger, a single person, before Jyoti Sargent, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires April 1, 1987. 4 11 DESA R. PORTER SIGNED: TEDDY PORTER Lot 13 Block 1 Crestwood Estates December 20, 1984, by Teddy ACKNOWLEDGED: Porter and Desa R. Porter, husband and wife, before Paula L. Oliver, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires March 29, 1987. JANET L. LAWSON SIGNED: Lot 9 Block 10 Crestwood Estates December 20, 1984, by Janet L. ACKNOWLEDGED: Lawson, a single person, before Paula L. Oliver, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires March 29, 1987. BRIAN GUMM SIGNED: Lot 18 Block 1 Crestwood Estates December 20, 1984, by Brian ACKNOWLEDGED: Gumm, a single person, before Paula L. Oliver, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expire March 29, 1987.

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AMENDMENT . . . (cont'd) Book 671 at Page 176 MARGARET A. REBENAR SIGNED: Lot 12 Block 6 Crestwood Estates December 20, 1984, by Margaret ACKNOWLEDGED: A. Rebenar, a single person, before Paula L. Oliver, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires March 29, 1987. E. W. VENTRIS SIGNED: 1 JANETA VENTRIS 4 1 Lot 1 Block 9 Crestwood Estates December 20, 1984, by E. W. ACKNOWLEDGED: Ventris and Janeta Ventris husband and wife, before Paula L. Oliver, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires March 29, 1987. CHARLES E. McLAUGHLIN SIGNED: ALLISON N. MCLAUGHLIN Lot 20 Block 1 Crestwood Estates December 20, 1984, by Charles ACKNOWLEDGED: E. McLaughlin & Allison N. McLaughlin husband and wife, before • Paula L. Oliver, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires March 29, 1987. RICHARD JACKSON SIGNED: KAREN JACKSON Lot 18 Block 8 Crestwood Estates December 20, 1984, by Richard ACKNOWLEDGED: Jackson & Karen Jackson husband and wife, before Paula L. Oliver, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires March 29, 1987.

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Page

AMENDMENT . . . (cont'd) Book 671 at Page 176 DON SIKES SIGNED: SANDI SIKES Lot 17 Block 8 Crestwood Estates December 20, 1984, by Don ACKNOWLEDGED: Sikes and Sandi Sikes husband and wife, before Paula L. Oliver, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires March 29, 1987. KEVIN E. MANGAN SIGNED: RANDI K. MANGAN Lot 10 Block 1 Crestwood Estates December 20, 1984, by Kevin E. ACKNOWLEDGED: Mangan and Randi K. Mangan, husband and wife, before Paula L. Oliver, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires March 29, 1987. LeROY M. ALLEN SIGNED: GLORIA M. ALLEN Lot 3 Block 9 Crestwood Estates December 20, 1984, by Leroy ACKNOWLEDGED: M. Allen & Gloria M. Allen husband and wife, before Paula L. Oliver, Notary Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires March 29, 1987. CHARLES MIXON SIGNED: KIM MIXON Lot 31 Block 7 Crestwood Estates December 20, 1984, by Charles Mixon & Kim Mixon husband and wife, before Paula L. Oliver, Notary ACKNOWLEDGED: Public in and for Payne County, State of Oklahoma. (SEAL) Commission expires March 29, 1987.

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AMENDMENT . . . (cont'd) Book 671 at Page 176

SIGNED:

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HARPAL S. BAL HARBHAJAN K. BAL Lot 9 Crestwood Estates

ACKNOWLEDGED: December 6, 1984, by Harpal S. Bal & Harbhajan K. Bal husband and wife, before Denise A. Friedon, Notary Public in and for <u>Payne County, State of Oklahoma</u>. (SEAL) Commission expires July 20, 1986.

ABSTRACTER'S NOTE: The Notarial Seal for Denise A. Friedon is from the State of Iowa.

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I-2016-014335 Book: 2362 pg: 931 10/27/2016 3:11 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clark Payne County - State of Oklahoma



RESOLUTION NO. 2016 - | Payne County A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CRESTWOOD ESTATES HOMEOWNERS ASSOCIATION

WHEREAS, we, the undersigned, constituting more the sixty (06) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions, and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as: and;

WHEREAS, a tract of land containing 29.8 acres more or less situated at the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line to the point of beginning; thence along the North line of SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; To the West line of the SW/4; thence North said line 566.2 feet ; thence East 435 feet; thence North and parallel to the West line of the SW/4 590 feet the point of beginning. Being also known as Crestwood Estates, an addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

WHEREAS, said instrument was filed of record with the Payne County Clerk, on January 6, 1984+, the same being recorded on Book 635 at Page 330, as follows;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Crestwood Estates Homeowners Association, that

With respect to ARTICLE VI, SECTION 13, by replacing that Article with the following:

<u>"Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operations and better reception."

With respect to ARTICLE VI, SECTION 14, by replacing that Article with the following:

"Section 14. Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in upon the parking areas and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more the three (3 unrelated people from sharing a house.

Tawn, and promote more three (5) and charted people item and proved by the Board of <u>Grandfather Clause; beginning</u> with the effective date of a Resolution approved by the Board of Directors, lease or rental agreement as to each house that is rented to more than three (3) unrelated people or two (2) related people and one(1) unrelated person or a mix of the same not to exceed three (3) persons may continue for one (1) year or until the owner (s) sells the house within one year. Thereafter, owners(s) may not rent to more than three (3) unrelated people. Nonresident owners in Crestwood Estates shall keep the Board Secretary informed annually of their occupants in the month of September.

In all other respects the above referenced CORRECTED Declaration of Covenants, Conditions and Restriction shall remain unchanged.

Page 2,

RESOLUTION NO.2016-1

And do hereby amend the By-Laws of Crestwood Estates HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1, (1) by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction, and to adopt and publish rules and regulations governing the USE REGULATIONS, Declarations of Covenants and to establish penalties for the infraction thereof in the amount of \$25.00 per day and/or \$100.00 per occurrence.'

ENFORCEMENT

<u>Section 1:</u> The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

PENALTIES:

1. For the safety and welfare of the residents and to maintain an orderly neighborhood in Crestwood Estates, any excessive violations of the Covenants in this Resolution by residents may be assessed monetary penalties subject to the conditions to follow. The Board of Directors shall honor and register all complaints of local residents with reference to Declarations of Covenants and USE RESTRICTIONS stated herein.

2. The complaint(s) shall be reviewed and based upon the severity, a penalty of no greater than <u>\$25.00</u> per day or no greater than <u>\$100.00</u> per occurrence may be assessed and the property owner shall be notified by mail. Failure to pay the special assessment shall be a continuing lien upon the property in accordance with Article VII, Section 1, of the General Provisions.

APPROVED by the Board of Directors of the Crestwood Estates Homeowner's Association

di Helton President

Dawn Webb, Treasurer



AMENDMENT TO CORRECTED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"<u>Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

I-2016-014335 Book: 2362 pg: 933 10/27/2016 3:05 PM pg: 931 - 1044 Fees: \$233.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma <u>Clause:</u> Beginning with the effective date of a Resolution approved by the Board of Directors, lease or rental agreement as to each house that is rented to more than three (3) unrelated people or two (2) related people and one unrelated person or a mix of same not to exceed three (3) persons may continue for one (1) year or until the owner(s) sells the house within one year. Thereafter, owner(s) may not rent the house to more than three (3) unrelated people. Nonresident owners in Crestwood Estates shall keep the Board Secretary informed annually of their occupants in the month of September."

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Alexander R & Elizabeth J Biernat - 206 S Timbercrest Ct Stillwater, OK 74075 - BLK 6 LOT 1 STATE OF OKLAHOMA }) SS COUNTY OF PAYNE This instrument was acknowledged before me this (🤈 day of 2016, by Mexander A person/husband and wife? Notary Public ion Expires:

I-2016-014335 Book: 2362 pg: 934 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma



AMENDMENT TO CORRECTED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"<u>Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

> I-2016-014335 Book 2362 pg: 935 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$233.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners:

STATE OF OKLAHOMA

COUNTY OF PAYNE

)) SS

)

David A & Sharon L Hillock – 20 E Crestwood Cr Stillwater, OK 74075 - BLK 1 LOT 10 pron HOPORE

This instrument was acknowle 2016, by Alura U. Maran X	dged before me this <u>25</u> day of <u>Au6057</u> , . <u>WithOck</u> , a single
person/husband and wife.	X Caum R. Webb
10-05-18	Notary Public 1-2016-014335 Book: 2362 pg: 936
Em nocite: (SEAL)	1/2016/3050F200F201 10/27/2016/3055PM pgs: 931-10 Fees; \$239.00 Doc: \$0.00 Glerna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the Vest line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"Section 13. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

I-2016-014335 Book: 2362 pg: 937 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: James & Milgrid Lickliter – 2309 E Timbercrest Dr Stillwater, OK 74075 - BLK 5 LOT 12	1. Union his cliffe
STATE OF OKLAHOMA)) ss	<u> </u>
	1 (4)
2016, by Junio & Milghid Side person/pustiand and wite	ed before me this <u>I</u> day of <u>Mar</u> , <u>eliter</u> , alsingle Waren R. Wash
Carterission Expires: <u>10-05-18</u>	Notary Public L-2016-014335 Book: 2362 pg: 938 10/27/2016 3:05 PM pg: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"<u>Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

I-2016-014335 Book: 2362 pg: 939 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

 \mathbf{C}

 \cap

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Eric & Nadine Jackson – 2204 E Cri Stillwater, OK 74075 - BLK 1 LOT 1	estwood Dr 12	1. <u>Crice Yaka</u> 2. Madire	time the second se
STATE OF OKLAHOMA)) ss	- 4	
COUNTY OF PAYNE)	7	n A.
2016, by <u>A.C.</u> person husband and with the second	V	ed before me this 10 20 March 10 Motary Public	day of <u>JUNE</u> , <u>a single</u> , <u>JUI6-014335 Book 2362 pg 940</u> 10/27/2016 3:05 PM pgs 931 - 104 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 435 feet to the NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"<u>Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

I-2016-014335 Book: 2362 pg: 941 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glemna Craig, Payne County Clerk Payne County - State of Oklahorma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

1. <u>Konald V. Sperier</u> 2. <u>Marily</u> <u>M. Spercer</u> Property Owners: Ronald V & Marilyn G Spencer – 101 S Crestwood Ct Stillwater, OK 74075 - BLK 1 LOT 15 STATE OF OKLAHOMA) SS COUNTY OF PAYNE 2016, by Ronald V & Manuel & Spencer a single person/husband and wife Notary Public Commission Expires: I-2016-014335 Book: 2362 pg: 942 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"<u>Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

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I-2016-014335 Book: 2362 pg: 943 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Cmig, Payne County Clerk Payne County - State of Oklahoma

in all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

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"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions. n

0011120122	D REV Lan
Property Owners:	1. Renald V. Aperce
Ronald V & Marilyn G Spencer – 2215 E Timbercrest Dr Stillwater, OK 74075 - BLK 6 LOT 6	v v
Suiwater, OK 14073* DEKO EGI O	2. Marilyn Y. Spencer
STATE OF OKLAHOMA)	J
) ss	
COUNTY OF PAYNE)	2011
	ed before me this 1^{-} day of 1^{+} a single
A I I his instrument was acknowledge	a single
2016, by <u>Kinuld V</u> <u>With Lan S.</u> person/husband and wife.	W Spepch)
	Naun 40 hipps
	Notary Public L VICE
My Commission Expires: <u>10-05-18</u>	I-2016-014335 Book: 2362 pg: 944
(SE 6 b) 18	Fees: \$239.00 Doc: \$0.00
- AVBL C	Glenna Craig, Payne County Clerk Payne County - State of Oklahoma
W OF OK W	

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 435 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

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I-2016-014335 Book: 2362 pg: 945 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

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"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: William D & Sue I Blake - 2316 E Timbercrest Dr Stillwater, OK 74075 - BLK 7 LOT 13 STATE OF OKLAHOMA)) SS COUNTY OF PAYNE this instrument was acknowledged before me this $\lambda_{M} = \lambda_{M} + \lambda_{M$ 2016, by Will in AU. person/husband and wife-> Notary Public n Expires: I-2016-014335 Book: 2362 pg: 946 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

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With respect to Article VI, Section 13, by replacing that Article with the following:

"Section 13. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

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"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

I-2016-014335 Book: 2362 pg: 947 10/27/2016 3:05 PM pg: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

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"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Rowena S Vickery; Dr Curtis M Vickery & Bradley W Hise 2203 E Timbercrest Dr, Stillwater, CK 74075 - BLK 6 LOT 12 n Weddin STATE OF OKLAHOMA) 3 SS) COUNTY OF PAYNE day of Yourna D Vickesi a single 2016. by person/husband and wife-> Notary Public on Expires:_/0~0.5 I-2016-014335 Book: 2362 pg: 948 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

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which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

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With respect to Article VI, Section 13, by replacing that Article with the following:

"<u>Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

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I-2016-014335 Book: 2362 pg: 949 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

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IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners:

James G & Michelle D Becker - 2201 E Crestwood Dr Stillwater, OK 74075 - BLK 8 LOT 18

SS

STATE OF OKLAHOMA))

person/husband and wife.

COUNTY OF PAYNE

2016, by

This instrument was acknowledged before me this <u>I</u> Inel A Michelle, M. Becker day of Notary Public

ssion Expires:

I-2016-014335 Book: 2362 pg: 950 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$233.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

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With respect to Article VI, Section 13, by replacing that Article with the following:

"<u>Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

I-2016-014335 Book: 2362 pg: 951 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma "Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

<u>Clause</u>: Beginning with the effective date of a Resolution approved by the Board of Directors, lease or rental agreement as to each house that is rented to more than three (3) unrelated people or two (2) related people and one unrelated person or a mix of same not to exceed three (3) persons may continue for one (1) year or until the owner(s) sells the house within one year. Thereafter, owner(s) may not rent the house to more than three (3) unrelated people. Non-resident owners in Crestwood Estates shall keep the Board Secretary informed annually of their occupants in the month of September."

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

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IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Ast & 1. DIT Log 44 Dustin J & Krystal D Kunnanz - 2217

I-2016-014335 Book: 2362 pg: 952 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma STATE OF OKLAHOMA)

) ss COUNTY OF PAYNE)

This instrument was acknowled 2016, by Allatin L Thursday	liged before me this 9^{n} day of 9^{n} , a single
person/husband and wife>	Dawn R. Webb

Notary Public Notary Public Notary Public Notary Public Public Public Notary Public

> I-2016-014335 Book: 2362 pg: 953 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glerna Craig, Payne County Clerk Payne County - State of Oklahoma

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In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

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IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions. Property Owners: 1. TamkHelf

Crestwood Est Homeowners Assoc Inc C/O Randi Helton 224 E Sycamore St - Stillwater, OK 74075 - Common Area - 10 Lots

STATE OF OKLAHOMA)	
COUNTY OF PAYNE) SS)	
2016, by K QINUI K) ent was acknowledged before the this 18 d Terring the scient effect of	ay of <u>May</u> , , President of the
Crestwood Estates Home	owner's Association	John
Autoomnission Expires:_	10-05-78	I-2016-014335 Book: 2362 pg: 955 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Dcc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma
CF Officer	001 080N15 10	

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"<u>Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners:

Crestwood Est Homeowners Assoc Inc C/O Randi Helton 2213 E Crestwood Dr - Stillwater, OK 74075 - BLK 8 LOT 12

1. Bandek Helte

STATE OF OKLAHOMA)) SS	
COUNTY OF PAYNE) [4	m m
2016, by and R M	ent, was acknowledged before me this [] bl fon _ / Appi and f Gf_CHOA	day of <u>// (29</u> , , President/of the
Chestwood Estates Home	owner's Association	Webb
Con Mysecommission Expires:	<u>/0-05-/8</u>	I-2016-014335 Book: 2382 pg: 957 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma
	Company Company	

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"<u>Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

I-2016-014335 Book: 2362 pg: 958 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners:

STATE OF OKLAHOMA

Crestwood Est Homeowners Assoc Inc C/O Randi Helton 16 E Crestwood Cr - Stillwater, OK 74075 - BLK 1 LOT 8

)

1. Bandi K Heb

SS) COUNTY OF PAYNE) This instrument was acknowledged before me this, ANA R DELTA, Musicant of CH day of President of the 2016, by Crestwood Estates Homeowner's Association Notary Public 1-2016-014335 Book: 2362 pg: 959 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 aission Expires: Glenna Craig, Payne County Clerk Payne County - State of Oklahoma e., 000/115³²9 COMIS-

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

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With resp ect to Article VI, Section 13, by replacing that Article with the following:

"<u>Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

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I-2016-014335 Book: 2362 pg: 960 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners:

Crestwood Est Homeowners Assoc Inc C/O Randi Helton 2308 E Timbercrest Dr - Stillwater, OK 74075 - BLK 7 LOT 11

1. Kendik Helter

STATE OF OKLAHOMA	
) ss COUNTY OF PAYNE)	
A This instrument was acknowledged before me this h day of May 2016, by <u>Ranci A The Hon</u> Australia (LHON, President of the Crestwood Estates Homeowner's Association TION, <u>Notary</u> , Public Notary, Public SEAL STAT	pg: 961 31 - 1044 tv Clerk

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

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With respect to Article VI, Section 13, by replacing that Article with the following:

"Section 13. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

do hereby Amend the By-Laws of CRESTWOOD ESTATES And HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

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IN WITNESS WHEREOF, the undersigned have-executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

STATE OF OKLAHOMA)) SS

John C & Stella M Whitmire – 8 E Crestwood Cr Stillwater, OK 74075 - BLK 1 LOT 4

COUNTY OF PAYNE

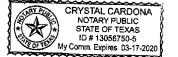
Property Owners:

..... · . .

This instrument was acknowledged before me this <u>5</u> day of <u>August</u>, <u>Jirlin Whitmire</u>, a single 2016, by _ 'a'single person/husband and wife. nusti andin

Notary Public

17-20ac My Commission Expires: A1. `



1-2016-014335 Book: 2362 pg: 963 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

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which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

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And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

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IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Robert W Estes – 2122 E Crestwood Dr Stillwater, OK 74075 – BLK 10 LOT 4

>)) ss

STATE OF OKLAHOMA

COUNTY OF PAYNE

1. Robert Ste

This instrument was acknowledged before me this <u>8</u> day of <u>August</u> 2016, by <u>Julean Howerton</u>, a single person.

Notary Public



I-2016-014335 Book: 2362 pg: 965 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$233.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

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I-2016-014335 Book: 2362 pg: 966 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

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"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Wendy Brown – 2204 E Post Oak Dr Stillwater, OK 74075 – BLK 8 LOT 2

1. Kendy D	loun
2	

STATE OF OKLAHOMA) ss COUNTY OF PAYNE)

	This instrument was acknowledged before me this <u>é</u>	day of Unglust,
2016, by _	Wendy Brown	, a single
person/hus	band and wife.	e / 1
-	Dinda t	VILLO
	Notary Public	I-2016-014335 Book: 2362 pg: 967
My Commi	ssion Expires: 03 - 16 - 2011	10/27/2016 3:05 PM pgs: 931 - 104
(SEAL)		Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk

LINDA WILCOX Notary Public, State of Oklahoma Commission # 09002494 My Commission Expires March 16, 2017

7 044 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

Λ

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

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I-2016-014335 Book: 2362 pg: 968 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

in all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

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IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Todd E & Kathie C Daer – 104 S Post Oak Pl Stillwater, OK 74075 - BLK 7 LOT 20	1. deceased Hothic.Dan
STATE OF OKLAHOMA	$2 - \alpha \mu m m c - \alpha c - $
)ss COUNTY OF PAYNE)	×4 / -
This instrument was acknown 2016, by <u>Kathe C. Daer</u> person Ampliand and wife. TE R. My Ny Sommission Expires: <u>12/27/10</u> (SEAN-psocoroo (SEAN-psocoroo IN AND FOR FOR	bwledged before me this <u>15</u> day of <u>huy</u> , , a single <u>LEHte</u> <u>Alexan</u> Notary Public <u>I-2016-014335 Book: 2362 pg: 369</u> 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$2300 Doc: \$0:00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

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I-2016-014335 Book: 2362 pg: 970 10/27/2016 3:05 PM pgs: 931 - 1044 Fess: \$239.00 Doc: \$0.00 Gienna Craig. Payne County Clerk Payne County - State of Okiahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

staliji z Vistoriji Vistoriji "Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Jim & Heather Schreen- 201 S Post Oak Pl Stiliwater, OK 74075 - BLK 7 LOT 28 STATE OF OKLAHOMA) SS) COUNTY OF PAYNE This instrument was acknowledged before me this <u>18</u> day of <u>NewHar</u> <u>Schrun</u> a sinngle 2016, by person/husband and wife. Comm # 07007891 Notary Public mmission Expires: 08/16/2019 1-2016-014335 Bcok: 2362 pg: 971 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$233.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

AMENDMENT TO CORRECTED DECLARATION OF COVENANTS, CONDITIONS

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described/as:

t c A tract of land containing 29.8 acres more of less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

<u>Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

I-2016-014335 Book: 2362 pg: 972 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$233.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Shawnee & James E Scifres; Karl E & Kathryn Scifres 2300 E Timbercrest Dr, Stillwater, OK 74075 - BLK 7 LOT 9	1. Shaunee Sceles
STATE OF OKLAHOMA)) ss	
COUNTY OF PAYNE)	
2016, by James & Shawner Sciffes	ed before me this <u></u> day of <u></u> , a single
person/husband and wife.	
ALL NOTAS OF	Notary Public
My Commission Expires:	I-2016-014335 Book: 2362 pg: 973 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"Section 13. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

I-2016-014335 Book: 2362 pg: 974 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Gilenna Craig, Payne County Clark Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictfons.

Property Owners: Teresa J Duston – 106 S Crestwood Ct Stillwater, OK 74075 - BLK 1 LOT 18 2 STATE OF OKLAHOMA) SS COUNTY OF PAYNE) AThis instrument was acknowledged before me this duston Jeresa (20<u>16</u>, by ~ person/husband and wife ublic I-2016-014335 Book: 2362 pg: 975 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma My Commission Expires: (SEAL)

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"Section 13. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

> I-2016-014335 Book: 2362 pg: 976 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

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"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: RWS Enterprises, LLC - Lots in Crestwood Estates See Attached Statement of Ownership STATE OF OKLAHOMA) SS) COUNTY OF PAYNE) This instrument was acknowledged before me this 23 day of 2016, by Richard W.S. nneider and n Oklahoma Limited WATERS Liability Company NOTAR Notary Public My Commission Expires # 06000126 (SEAL) EXP. 12/29/17 · MANAGGES OF RWS ENTER ARTIOS, ZLC I-2016-014335 Book: 2362 pg: 977 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma PUBLIC 10 OF CKLP min_{tanit}asi

STATEMENT OF OWNERSHIP - LOTS IN CRESTWOOD ESTATES AS OF APRIL 1, 2016

RWS Enterprises, LLC P. O. Box 457. Stillwater, OK 74076 Description of ownership by Lot and Block Numbers in Crestwood Estates

Lots Without Structures Block #1, Lot #22A(1/2 Lot) & Lot #23, 2216 E. Crestwood Drive

Block #7, Lot #14, 2320 E. Timbercrest Drive

Block #2, Lot #1, 2220 E. Crestwood Drive	Block #2, Lot #2, 2222 E. Crestwood Drive
Block #2, Lot #3, 2223 E. Cottonwood Drive	Block #2, Lot #4, 2219 E. Cottonwood Drive
Block #2, Lot #5, 2215 E. Cottonwood Drive	Block #2, Lot #6, 2203 E. Cottonwood Drive
Block #2, Lot #7, 2201 E. Cottonwood Drive	
Diock #2, Dot #7, 2207 B. Continuou Dire	
Block #3, Lot #1, 2202 E. Cottonwood Drive	Block #3, Lot #2, 2204 E. Cottonwood Drive
Block #3, Lot #3, 2206 E. Cottonwood Drive	Block #3, Lot #4, 2210 E. Cottonwood Drive
Block #3, Lot #5, 2214 E. Cottonwood Drive	Block #3, Lot #6, 2218 E. Cottonwood Drive
Block #3, Lot #7, 2224 E. Cottonwood Drive	
Block #3, Lut #7, 2224 E. Cottonwood Drive	
	DI 1 #4 I ++ #2 2208 E Cottonwood Drive
Block #4, Lot #1, 2304 E. Cottonwood Drive	Block #4, Lot #2, 2308 E. Cottonwood Drive
Block #4, Lot #3, 2312 E. Cottonwood Drive	Block #4, Lot #4, 2316 E. Cottonwood Drive
Block #4, Lot #5, 2320 E. Cottonwood Drive	Block #4, Lot #6, 2324 E. Cottonwood Drive
Block #4, Lot #7, 2323 E. Cottonwood Drive	Block #4, Lot #8, 2321 E. Cottonwood Drive
Block #4, Lot #9, 2317 E. Cottonwood Drive	Block #4, Lot #10, 2313 E. Cottonwood Drive
Block #4, Lot #11, 2309 E. Cottonwood Drive	Block #4, Lot #12, 2305 E. Cottonwood Drive
Block #4, Lot #13, 2301 E. Cottonwood Drive	Block #4, Lot #14, 2221 E. Crestwood Drive
BIOCK #4, LOT #15, 2501 L. CORONWOOD Drive	Block # 1, Bot # 1, Bbi 2, ortonicou ent
Block #5, Lot #1, 2302 E. Sycamore Drive	Block #5, Lot #2, 2306 E. Sycamore Drive
	Block #5, Lot #4, 2314 E Sycamore Drive
Block #5, Lot #3, 2310 E. Sycamore Drive	Block #5, Bot #4, 251 + 2 Official of Diffe

I-2016-014335 Book: 2362 pg: 978 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

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1-2016-014335 Book: 2362 pg: 979 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

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"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Kenneth B & Randi K Helton – 2202 E Crestwood Dr Stillwater, OK 74075 - BLK 1 LOT 11

STATE OF OKLAHOMA)) ss

COUNTY OF PAYNE) This instrument was acknowledged before me this U 2016, by person/husband and wife. Notary Public ion Expires:<u>1</u>0-05-1名

I-2016-014335 Book: 2362 pg: 980 10/27/2016 3:05 PM pg:: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

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> I-2016-014335 Book: 2362 pg: 981 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

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IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Ernest & Twilla, CO-TTEE – 10 E C Stillwater, OK 74075 - BLK 1 LOT		1. <u>E</u>	(La) Ninhal
STATE OF OKLAHOMA)) ss	- <u> </u>	a janen
COUNTY OF PAYNE)	in	m n
2016, by Christer	ent was acknowledged b willa_wither	efore me this 18	day of <u>//ay</u> , , a single
person/husband and wife.		Oawn R.h.	Jebb
My Commission Expires:_/ (SEAL)	10-05-18	Sry Public	I-2016-014335 Book: 2362 pg: 982 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenne Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 5W/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

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I-2016-014335 Book: 2362 pg: 983 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Gilenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

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IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions

Property Owners: Retsch Joan M & Gerard C BeerSch - 2312 E Timbercrest Dr Stillwater, OK 74075 - BLK 7 LOT 12

STATE OF OKLAHOMA)) ss

COUNTY OF PAYNE

This instrume	ent was acknowled	lged before me this	<u>I</u> day of <u>May</u> ,
2016, by Joan In Key	esch and Der	and C Bertsch	, a śłńgle
person/husband and wife	ス	~ / /	
	multin	_ Prista.	Kerris
	WERN WERN H	Notary Public	
My Commission Expires:	4 14007952		I-2016-014335 Book: 2362 pg: 984 10/27/2016 3:05 PM pgs: 931 - 1044
(SEAL)	EXP. 09/05/18		Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk
(-)	TA PUBLIC SAM		Payne County - State of Oklahoma

OF OF

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

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With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

I-2016-014335 Book: 2362 pg: 985 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$233.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Janet L Lawson TTEE - 5 E Crestwood Cr Stillwater, OK 74075 - BLK 10 LOT 9

> SS)

)

STATE OF OKLAHOMA

COUNTY OF PAYNE

1.	_ ant A Jameson) TRUSTEE
2		

This instrument was acknowle	edged before me this 10 day of 144
2016, by JANET L. LAWSO	<u>///</u> (, a single)
person/husband and wife.	do ANDAAA
C	// h /1 Asha L Chames
	Notary Public
My Commission Expires: 4/02/2019	0.
(SEAL)	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Fees: \$239.00 Dec: \$0.00

Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"<u>Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

1-2016-014335 Book: 2362 pg: 987 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Cosette M Armstrong – 213 S Timbercrest Ct Stillwater, OK 74075 - BLK 5 LOT 17

STATE OF OKLAHOMA)) ss COUNTY OF PAYNE)

This instrument was acknowled		anday of Mart
2016 by Cosette m Armstr	ona_	a single
person/husband and wife.	0	<u> </u>
	Moth	tener
My Commission Expires: <u>8/31/0.9</u> (SEAL)	Notary Public	i-2016-014335 Book: 2362 pg: 988 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239 00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oktahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"Section 13. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

I-2016-014335 Book: 2362 pg: 989 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$233.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECT'2D Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

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"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions. A_{1}

Property Owners: Connie A Kirby – 2209 E Timbercrest Dr Stillwater, OK 74075 - BLK © LOT 9 1. _ Ruise A- Huby

STATE OF OKLAHOMA

COUNTY OF PAYNE

This instrument was acknowledged before me this 5th day of May 2016 by Lonnie A. Kirby (a shgle)

Notary Public

My Commission Expires: <u>8/3/2019</u> (SEAL)

)) ss



I-2016-014335 Book: 2362 pg: 990 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"Section 13. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more transformer to the start of the start of the start of the said lot as the start of the sta

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I-2016-014335 Book: 2362 pg: 991 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$233.00 Doc: \$0.00 Glenna Caig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

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IN WITNESS WHEREOF, the undersigned have executed this Amendment/to CORRECTED Declaration of Covenants, Conditions, and Restrictions.

Property Owners: Brian & Cindy Molhusen – 203 S Post Oak PI Stillwater, OK 74075 - BLK 7 LOT 27

STATE OF OKLAHOMA)

COUNTY OF PAYNE

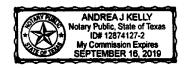
This instrument was acknowledged before me this <u>191</u> day of <u>apul</u>, 2016, by <u>bhan + Cindy Molnusch</u>, a single person/husband and wife

Notary Public

My Commission Expires: <u>0-16-19</u> (SEAL)

I-2016-014335 Book 2362 pg: 992 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$233.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahorma

SS



WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

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1-2016-014335 Book: 2362 pg: 993 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

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IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions

Property Owners: Daniel & Shawny C Noteboom – 2113 E Crestwood Dr Stillwater, OK 74075 – BLK 9 LOT 6

1. Daniel Notalson 2. Shawny Y. Noteboom

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STATE OF OKLAHOMA)
)
COUNTY OF PAYNE)

SS

COUNTY OF PAYNE

This instrument was acknow	ledged before me this	Anaday of 11 mg,
2016, by <u>Daniel Notebaan and</u>	Shawny Noteboon	م, a single
person/husband and wife.	J n.	nothing
My Commission Expires: <u> み-み - 9</u> (SEAL)		I MCCUMU I-2016-014335 Book: 2362 pg: 994 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc; \$0.00 Glenna Craig, Payre County Clerk Payne County - State of Oktahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

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which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

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I-2016-014335 Book: 2362 pg: 995 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$238.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahorna

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

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"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Deborah Rodriguez – 2112 E Crestwood Dr Stillwater, OK 74075 – BLK 10 LOT 2

>)) SS

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STATE OF OKLAHOMA

1. Depuah lodiony

COUNTY OF PAYNE This instrument was acknowledged before me this <u>3</u> day of MA4a single Deborah Rodriguez 2016_≠_by person/husband and wife. Mitchell Public 613/2019 I-2016-014335 Book: 2362 pg: 996 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma My Commission Expires: 15005192 (SEAL) TE OF ON

MILINIAN THE

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

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With respect to Article VI, Section 13, by replacing that Article with the following:

"Section 13. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

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ار می معمور ا I-2018-014335 Book: 2362 pg: 997 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

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IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Walter A & Jennifer E McKee – 2121 E Post Oak Dr Stillwater, OK 74075 - BLK 6 LOT 14	1. Water Wifel 2. Aming aligh
STATE OF OKLAHOMA)) ss	- general
COUNTY OF PAYNE	
This instrument was acknowledged 2016, by <u>terrifier</u> Mckee person/husband and wife. My Commission Expires: <u>09/09/20</u> 18 (SEAL) <u>1-2016-014335 Book: 2362 pg: 998</u> 10/27/2016 3:05 PM pgs 931 - 1044 Fees: 8230.00 Dec: 50.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma	before me this <u>5</u> day of <u>May</u> a single <i>Aum K. How</i> Notary Public <i>Aum K. How</i> <i>Aum K. How</i>

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

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I-2016-014335 Book: 2362 pg: 999 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

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IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions

David L Sr & Felicia M Lamar – 10 Stillwater, OK. 74075 - BLK 7 LOT	
STATE OF OKLAHOMA	
COUNTY OF PAYNE) SS)

Property Owners:

This instrument was acknowledge.	owledged before me th	
2016, by David L Gr & Feli	cia M LaMar	, a single
person/husband and wife.		
	Notary Public	hope
My Commission Expires	<u> </u>	I-2016-014335 Book; 2362 pg: 1000 10/27/2016 3:05 PM pgs: 931 - 1044
(SEAL)		Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma
		Payne County - State of Orianoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"<u>Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

I-2016-014335 Book: 2362 pg: 1001 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE... RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Ov Mary K Kane – Stillwater, OK	vners: 2123 E Crestwood Dr 74075 – BLK 9 LOT 4	1. Kim Looley
STATE OF	OKLAHOMA)	2
COUNTY C)ss DF PAYNE)	.0
2016, by _(person/hu s	This instrument was acknowle <u>VIM</u> band and wife.	Aged before me this 28 day of APU, a single
My Commis (SEAL)	Ssion Expires: <u>/0 - 15 - 00 8</u> I-2016-014335 Book: 2362 pg: 1002 10/27/2018 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma	

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"Section 13. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

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"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. Grandfather

Ī	Public Public	I-2016-014335 Book: 2362 pg: 1003 10/27/2016 3:05 PM pgs: 931 - 1044 Fees; \$239.00 Doc: \$0.00
ł	kiahoma * 16002919	Glenna Craig, Payne County Clerk Payne County - State of Oklahoma
L	Hres Mar 21, 2020	

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

A 5

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.,

Property Owners: James R Knecht - 97 S Post Oak Pl Stillwater, OK 74075 - BLK 7 LOT 22 2. STATE OF OKLAHOMA SS COUNTY OF PAYNE This instrument was acknowledged before me this 28 day of a single James R. Knicht 2016, by person/husband and wife. 437 <u>e li</u> Notary Public I-2016-014335 Book: 2362 pg: 1004 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$238.00 Doc: \$0.00 Glema Craig, Payne County Clerk Payne County - State of Oktahoma My Commission Expires: 3/21/2020 (SEAL) ALISON WITHAM **Notary Public** State of Oldahomi Commission # 16002919 My Commission Expires Mar 21, 2020

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"<u>Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

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I-2016-014335 Book: 2362 pg: 1005 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$233.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: James E & Norma J Shamblin TTEES – 2206 E Post Oak Dr Stillwater, OK 74075 – BLK 8 LOT 3

SS

)

1. norma Stramplin

STATE OF OKLAHOMA)

COUNTY OF PAYNE

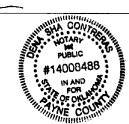
This instrument was acknowledged before me this <u>29</u> day of <u>40r.1</u>, 2016, by <u>Norma</u> Samblin, Thurse, a single person/husband and wife.

Notary Public

2.

My Commission Expires: 9/14 (SEAL)

I-2016-014335 Book: 2362 pg: 1006 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma



WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

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I-2016-014335 Book: 2362 pg: 1007 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Ressie W & Betty P Randolph -- 2319 E Timbercrest Dr Stillwater, OK 74075 - BLK 5 LOT 9

STATE OF OKLAHOMA)

) SS

)

COUNTY OF PAYNE

W. Na

This instrument was acknown 2016, by <u>Mr. 4 Mrs. Possie Da</u>	wiedged before me this	28 day of <u>April</u> , a single
person/husband and wife	Niebbrrouge	Couplet,
My Commission Expires: <u><u> </u></u>	*12006553 ***	L-2016-014335 Book: 2362 pg: 1008 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 435 feet to the NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"<u>Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

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"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

1-2016-014335 Book: 2362 pg: 1009 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions

Property Owners: John W & Lynn E Lester – 2311 E Timbercrest Dr Stillwater, OK 74075 - BLK 5 LOT 11	1. Contraster
STATE OF OKLAHOMA)) ss	
COUNTY OF PAYNE)	anth A.
2016, by	before me this <u>day of</u> <u>a single</u> , a single
person/husband and wife	Jawn K. Wabb
My Commission Expires: <u>10-05 - 10</u> (SEAL)	I-2016-014335 Book: 2362 pg: 1010 10/27/2016 3:05 PM pgs: 331 - 1044 Fees: \$239.00 Doc: \$0.00 Glerna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

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I-2016-014335 Book: 2352 pg: 1011 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

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IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Desa Rene (Kinnamon) Porter – 2206 E Crestwood Dr Stillwater, OK 74075 - BLK 1 LOT 13	1. leasent junon
STATE OF OKLAHOMA)	
) ss	
COUNTY OF PAYNE)	and the second sec
This instrument was acknowledg	2 ^{Ng} Mau
This instrument was acknowledg	ed before me this day of <u>I (up</u>),
	m / Plain a single
person/husband and wife.	10 auro & Timble
	Noton Dublin
10-05-11	Notary Public
MULTIN Ission Expires: 10-05-16	I-2016-014335 Book: 2362 pg: 1012 10/27/2016 3:05 PM pgs: 931 - 1044
	Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk
A A A A A A A A A A A A A A A A A A A	Payne County - State of Oklahoma
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I-2016-014335 Book: 2362 pg: 1013 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

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IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Christy Story – 2218 E Post Oak Dr Stiltwater, OK 74075 – BLK 8 LOT 9	1
STATE OF OKLAHOMA)) ss	L
COUNTY OF PAYNE)	19th Maria
This instrument was acknowledge	ed before me this 1 day of <u>May</u> ,
2016, by (h/inty Story) person/husband and wife.	Dawn R. Webb
My Commission Expires: <u>/0-5-/8</u> (SEAL)	1-2016-014335 Book: 2362 pg: 1014 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

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"<u>Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

1-2016-014335 Book: 2362 pg: 1015 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Christy J & Anthony G Downs – 2210 E Post Oak Dr Stillwater, CK 74075 – BLK 8 LOT 5

STATE OF OKLAHOMA

COUNTY OF PAYNE

This instrument was acknowledged before me this 15 day of Man Christy & Anthony Downs alsingle 2016, by person/husband and wife.

Notary Public

500 Expires: 9-75-2016 My Commis (SEAL)

) SS)

I-2016-014335 Book: 2362 pg: 1016 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"Section 13. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

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I-2016-014335 Book: 2362 pg: 1017 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

2

NOTAR

15011377 EXP. 12/23/19 PUBLIC OF OKLAN Billion OF OKLENN

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Melinda S & Lance A Harris - 203 S Timbercrest Ct Stillwater, OK 74075 - BLK 5 LOT 15

1.

STATE OF OKLAHOMA)

) ss

COUNTY OF PAYNE

This instrument was acknowledged before me this 6 day of may 2016, by <u>/Sarry Bridges</u> person/husband and wife. . a single NOTAPL OF

WWWWWW

My Commission Expires: 12/23/19 (SEAL)

I-2016-014335 Book: 2362 pg: 1018 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc; \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahtoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the Vest line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"<u>Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

I-2016-014335 Book: 2362 pg: 1019 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions)

Property Owners: Gayle M & Craig K Thomas – 2105 E Crestwood Dr Stillwater, OK 74075 – BLK 9 LOT 8

SS

STATE OF OKLAHOMA)

COUNTY OF PAYNE

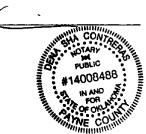
This instrument was acknowledged before me this $\mathcal{Q} \mathfrak{q}$ day of 4Craig thomas 2016. by a single person/husband and wife.

Notary Public

2.

My Commission Expires: 9/14/1 (SEAL)

I-2016-014335 Book: 2362 pg: 1020 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma



WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"<u>Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

I-2016-014335 Book: 2362 pg: 1021 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$233.00 Doc: \$0.00 Gilenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions!

Property Owners: James P & Nancy S Kersey, TTEE – 2222 E Timbercrest Dr Stillwater, OK 74075 - BLK 7 LOT 8 STATE OF OKLAHOMA) OKKAhana) ss COUNTY OF PAYNE) This instrument was acknowledged before me this 23 day of Muingle

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2016, by	Jones + narray Kense	24		, a ^v sing
person/hu	usband and wife.	h	IVY	
•			AA T	<u> </u>
		Notary Pub	olic	
My Comn	nission Expires: <u>9125118</u>	·		
(SEAL)				Notary Public
	I-2016-014335 Book: 2362 pg: 1022 10/27/2016 3:05 PM pgs: 931 - 1044			State of Oklahoma CHELSEA R BROWN
	Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk			OKLAHOMA COUNTY
	Payne County - State of Oklahoma			COMMISSION #14008601

Comm. Exp. 09-25-2018

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

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With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

1-2016-014335 Book: 2362 pg: 1023 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners:

James P & Nancy S Kersey, TTEE – 202 S Timbercrest Ct Stillwater, OK 74075 - BLK 6 LOT 2

STATE OF OKLAHOMA) COUNTY OF PAYNE) SS

	This instrument wa	s acknowledg	ed before me th	is $\underline{23}$ day of $\underline{\mathcal{M}}$	ray,
2016, by		ang-the	erser		a single
person/husba	and and wife.	- 0 .	CPIZ	Ra	

Notary Public

My Commission Expires: 9/25/18 (SEAL)

I-2016-014335 Book: 2362 pg: 1024 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma



WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"<u>Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

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"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

I-2016-014335 Book: 2362 pg: 1025 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$233.00 Doc: \$0.00 Glenna Caig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Allen B & Barbara A Klaus – 2206 E Timbercrest Dr Stillwater, OK 74075 - BLK 7 LOT 1

1. allen B. Klann 2. Barbara a. Rlaus

STATE OF OKLAHOMA) Okmulgee) ss COUNTY OF PAYNE

This instrument was acknowledged before me this $\underline{/8}$ day of \underline{Mou} a single 2016, by Allen Boklaus & Barbara Atklaus person/husband and wife.

Notary Public



I-2016-014335 Book: 2362 pg: 1026 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Gienna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"Section 13. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

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"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

I-2016-014335 Book: 2362 pg: 1027 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

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"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Virgil F & Stacia L Smith – 2108 E Crestwood Dr Stillwater, OK 74075 – BLK 10 LOT 1

STATE OF OKLAHOMA -)) ss COUNTY OF PAYNE

This instrument was acknowledged before me this 18 day of <u>May</u>, 2016, by <u>Virgi 1 Smith + Stacia Smith</u>, a single person/husband and wife.

Notary Public

My Commission Expires: August 20 2018

I-2016-014335 Book: 2362 pg: 1028 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma



WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"<u>Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

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"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

I-2016-014335 Book: 2362 pg: 1029 10/27/2016 3:05 PM pgs: 931 - 1044 Fces: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

n/11.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Rest/jctions.

Property Owners: Kyle Johnson – 2219 E Post Oak D Stillwater, OK 74075 - BLK 7 LOT		1. <u>A</u>	
STATE OF OKLAHOMA)) SS		
COUNTY OF PAYNE)		•
2016, by Rule (John	ent was acknowledged k	before me this	20 ^m day of <u>May</u> , <u>a single</u>
person/husband and wife.	O HOTANY	Dawn R.	Nobb
My Commission Expires: / (SEAL)	0-05-18 100000000000000000000000000000000000	Public	I-2016-014335 Book: 2362 pg: 1030 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

A tract of land containing 29.8 acres more or less situated in the SW/4 of Section 18, Township 19 North, Range 3 East of the Indian Meridian, more particularly described as follows: Starting at the NW/corner SW/4; thence East along the North line of the SW/4 435 feet to the point of beginning; thence East along the North line of the SW/4 901.4 feet to the NE/corner NW/4 SW/4; thence South along the East line of the NW/4 SW/4 1166.0 feet; thence West 1333.5 feet to the West line of the SW/4; thence North along said line 566.2 feet; thence East 435 feet; thence North and parallel to the Wet line of the SW/4 590 feet to the point of beginning. Being also known as CRESTWOOD ESTATES, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof;

which said instrument was filed of record with the Payne County Clerk, on January 6, 1984, the same being recorded in Book 635 at Page 330, as follows:

With respect to Article VI, Section 1, USE RESTRICTIONS of said CORRECTED Declaration of Covenants, Conditions and Restrictions, by deleting the name "American Development Co., (a Joint Venture)," and replacing that deleted name with "The BOARD of DIRECTORS."

With respect to Article VI, Section 13, by replacing that Article with the following:

"Section 13. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

With respect to Article VI, Section 14, by replacing that Article with the following:

"Ownership of each lot shall entitle the owner(s) to the use of two (2) offstreet driveway parking spaces and one (1) limited onstreet frontage parking space, which shall be as near and convenient to the said lot as reasonably possible, together with the right of ingress and egress in and upon the parking area and shall prohibit the owner(s) thereof from parking on the lawn, and prohibit more than three (3) unrelated people from sharing a house. <u>Grandfather</u>

I-2016-014335 Book: 2362 pg: 1031 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$233.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

With respect to Article VII, Section 1.(1), by replacing that language with the following:

"Adopt and publish regulations governing the use of Common area and facilities, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof, and to adopt and publish rules and regulations governing the USE RESTRICTIONS, Declaration of Covenants and to establish penalties for the infraction thereof in the amount of: \$25.00 per day and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

1.

Property Owners: Shannon M Murphy – 104 S Crestwood Ct Stillwater, OK 74075 - BLK 1 LOT 19	1. <u>// L 2 /</u>
STATE OF OKLAHOMA)) ss	
COUNTY OF PAYNE	
2016, by Mannon Mi Murp	bwedged before me this $\frac{372}{4}$ day of $\frac{312}{4}$ as ingle
person/husband and wife.	muum Augun Aliphh
My Commission Expires: <u>/0-05-18</u> (SEAL)	Image: State of Oklahoma Image: State of Oklahoma Image: State of Oklahoma

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With respect to Article VI, Section 13, by replacing that Article with the following:

"<u>Section 13</u>. No loud music of any kind that causes nuisance or annoyance to the neighborhood shall ever be permitted on the streets and "Common Areas", of Crestwood Estates. Underground cable, shall be provided for clean operation and better reception."

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> I-2016-014335 Book: 2362 pg: 1033 10/27/2016 3:05 PM pg: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

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IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Jennifer S Kersey – 2303 E Timbercrest Dr Stillwater, OK 74075 - BLK 5 LOT 14	1. Fernulei Keezy-Han
STATE OF OKLAHOMA)) ss	
COUNTY OF PAYNE	
person/husband and whe.	A before me this <u>T</u> day of <u>JUNE</u> , <u>ARBIN</u> , a single <u>Multure</u> Notary Public <u>I-2016-014335 Book 2362 pg: 1034</u> 1027/2016 3:05 PM pg: 391 - 1044 Fee: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

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I-2016-014335 Book: 2362 pg: 1035 10/27/2016 3:05 PM pg: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

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IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Aaron & Jodi McIntire – 2212 E Post Oak Dr Stillwater, OK 74075 – BLK & LOT 6	1
STATE OF OKLAHOMA)) ss	Que (
COUNTY OF PAYNE	19h 1 1
2016, by <u>ULACL + Jod - M& Marke</u> person/husband and wife.	ed before me this (day of <u>XepX</u> , a single
Expires: 10-05-18	Image: Weight of the second

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L-2016-014335 Book: 2362 pg: 1037 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$233.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

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IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

Property Owners: Darci R & Veronica L Heisler - 21 E Crestwood Cr Stillwater, OK 74075 - BLK 10 LOT 5

)

STATE OF OKLAHOMA

) SS COUNTY OF PAYNE) day of SEPTEMBOL 2016, by DALL & VELWICA L. HEISLER a single COMPLEX COMPLEX CONTROLLS STATE OF OK Notary Public 03 2018 I-2016-014335 Book: 2362 pg: 1038 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

WE, the undersigned, constituting more than sixty, (60) percent of the lot owners, do hereby amend that certain CORRECTED Declaration of Covenants, Conditions and Restrictions pertaining to a tract of land in Stillwater, Payne County, Oklahoma, more particularly described as:

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I-2016-014335 Book: 2362 pg: 1039 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

And do hereby Amend the By-Laws of CRESTWOOD ESTATES HOMEOWNER'S ASSOCIATION, which said instrument was filed of record with the Payne County Clerk on October 3, 1983, the same being recorded in Book 627 at Page 142 as follows:

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IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

	Property Owners: Jennifer T Loleit – 2211 E Timbercrest Dr Stillwater, OK 74075 - BLK 6 LOT 7-8	1 Dentiler Cumulity Charles Tudert 2.
	STATE OF OKLAHOMA)) ss	_
	COUNTY OF PAYNE)	1119 - 8 -1
	2016, by <u>Jennifer J. Ummings Fka</u> person/huspand and wife.	I before me this 7 day of Xopt, <u>Anides Pole F</u> a single. <u>Maurect</u> Iotary Public
AND DESCRIPTION OF THE OWNER	ACALANSION Expires: <u>10-05-18</u>	I-2016-014335 Book: 2362 pg: 1040 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

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> I-2016-014335 Book: 2362 pg: 1041 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Cierk Payne County - State of Oklahoma

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and/or \$100.00 per occurrence."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

1. Francisco M Cividaris Tr. Property Owners: 2. Maggan Af Cimbarge Francisco & Meggan Cividanes – 2109 E Crestwood Dr Stillwater, OK 74075 – BLK 9 LOT 7 STATE OF OKLAHOMA)) SS COUNTY OF PAYNE) 2016, by <u>Handisco</u> + Magan (1) danes day of , a single person/husband and wife? Notary Public mission Expires: <u>10-05-18</u> I-2016-014335 Book: 2362 pg: 1042 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

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I-2016-014335 Book: 2362 pg: 1043 10/27/2016 3:05 PM pgs: 931 - 1044 Fees: \$239.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma <u>Clause:</u> Beginning with the effective date of a Resolution approved by the Board of Directors, lease or rental agreement as to each house that is rented to more than three (3) unrelated people or two (2) related people and one unrelated person or a mix of same not to exceed three (3) persons may continue for one (1) year or until the owner(s) sells the house within one year. Thereafter, owner(s) may not rent the house to more than three (3) unrelated people. Nonresident owners in Crestwood Estates shall keep the Board Secretary informed annually of their occupants in the month of September."

In all other respects the above referenced CORRECTED Declarations of Covenants, Conditions and Restrictions shall remain unchanged.

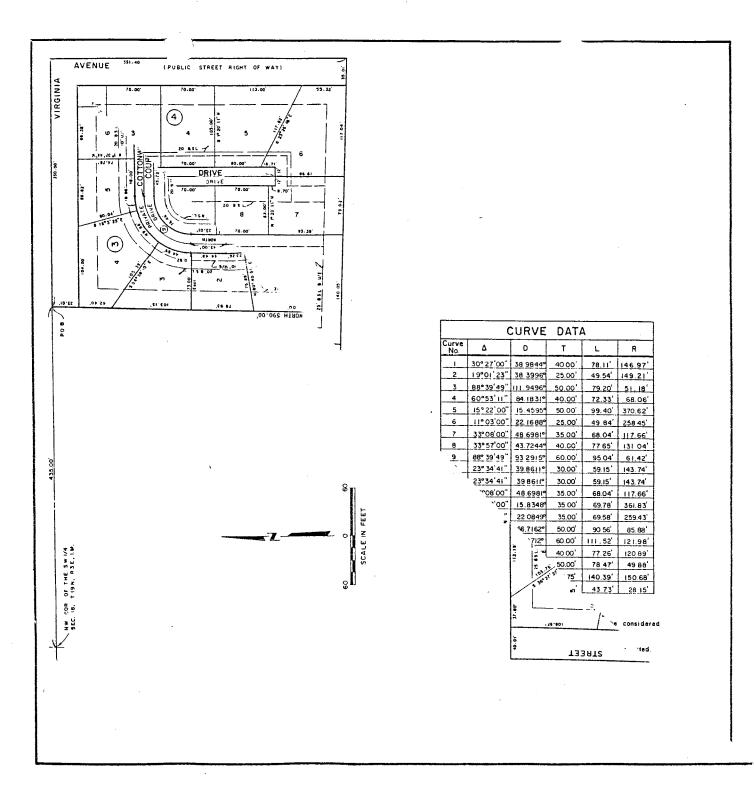
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IN WITNESS WHEREOF, the undersigned have executed this Amendment to CORRECTED Declaration of Covenants, Conditions and Restrictions.

0010.2012			12 1. 1. 1
Property Owners: Dawn R Webb fka Dawn R Lucas - Stillwater, OK 74075 – BLK 8 LOT	– 2203 E Crestwood Dr ⁻ 17	1. X Mum Ika Daun	R. Kulas
STATE OF OKLAHOMA)) ss	L	
COUNTY OF PAYNE)		
2016, by Alura A. 9 personaluseband and wife band and wife or ARD AND AND AND AND AND AND AND AND AND AN	ent was acknowledg <u>Vekob Fka Muu</u> 9(30) [8	ed before me this <u>M.R. Kucas</u> <u>Y</u> Mhifu I Notaly Public	2_ day of, a single platf platf 10/27/2016 3:05 PM pgs 931 - 1044 10/27/2016 3:05 PM pgs 931 - 1044 Fees: \$233.00 Doc: \$300 Glenna Craig, Payne County Clerk Payne County - State of Oldahorma



. 3

L. J. Jardot and E. M. Jardot, his wife,

Τo

FILED: April 7, 1923 at 10:25 A.M.

RECORDED: 28 R. R., Page 582

Oklahoma Gas & Electric Co.

GRANT, WITH RELEASE

THIS INDENTURE, WITNESSETH:

For and in consideration of the sum of Three hundred and no/100 dollars, to us in hand paid, receipt of which is hereby acknowledged, we, L. J. Jardot and E. M. Jardot, his wife, do hereby grant, bargain and sell unto The Oklahoma Gas & Electric Company, a corporation, grantee herein, its successors and assigns, the free and uninterrupted use, liberty and privilege of constructing, operating and maintaining its electrical transmission lines, including the necessary poles, wires and fixtures, foundations for which poles are now in place, across, upon, along, over, in or near the east side of the highway and along the west side of the following described land, to-wit:

The West Half (W_{Ξ}^{\perp}) of the Southwest Quarter (SW_{Ξ}^{\perp}) of Section righteen (18), Township Nineteen (19), North, Range Three (3) East of the Indian Meridian, in Payne County, Oklahoma;

And all rights, privileges and authority necessary or convenient thereto.

TO HAVE AND TO HOLD all of the aforesaid privileges to the proper use and enjoyment of the said grantee, its successors and assigns as aforesaid.

And as a part of the same consideration we do acknowledge full satisfaction of, and hereby release and discharge the said company from all claims and demands against it, and especially for all liability for damages of whatsoever kind, nature or description sustained or to be sustained by us on account of the erection of the poles and the placing of wires thereon by said company in the construction of its electrical line across and upon the said described 28 R. R., Page 582 Contid. . .

premises, including damages for trees already cut down.

In witness whereof we have hereunto set our hands and seals this 17th day of March, 1923.

L. J. Jardot E. M. Jardot

STATE OF OKLAHOMA, COUNTY OF PAYNE, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17th day of March, 1923, personally appeared L. J. Jardot, and E. M. Jardott, his wife, to me personally known to be the identical persons who subscribed the above foregoing instrument, and to me acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

(SEAL)

Freeman E. Miller, Notary Public.

My commission expires January 18, 1927.

MARGARET V. JARDOT

PERMANENT SANITARY SEWER EASEMENT

то

DATED: May 16, 1977 FILED: June 1, 1977 at 9:55 am RECORDED: Book 333 Page 380-382 CONSIDERATION: \$---

CITY OF STILLWATER, OKLAHOMA, a municipal corporation

KNOW ALL MEN BY THESE PRESENTS:

Tract 1-2

That the undersigned, Margaret V. Jardot being the owner of the following described real estate, to-wit:

NW½ SW½ Section 18, T19N, R3E, I.M., Payne County, Oklahoma less the S½ S½ S½ of said NW½ and the North 221.00 feet of the West 175.00 feet of said NW½

do, for value received, grant, bargain and convey unto the City of Stillwater, Oklahoma, a municipal corporation, a right and permanent sanitary sewer easement on, over and across a portion of the above described land more particularly described as follows:

a 20.00 foot easement, 10.00 feet being on either side of the following described centerline:

Beginning at a point 185.00 feet East of the NW corner SW¹/₂ Section 18, T19N, R3E, I.M., Payne County, Oklahoma, thence South and parallel to the West side of said SW¹/₂ for a distance of 240.00 feet. Said easement containing 0.11 acres more or less.

Granting unto said grantee and to its successors and assigns, a permanent sanitary sewer easement with full rights of ingress and egress, to construct, maintain, repair, or remove said utilities or improvements.

The said grantor agrees that this easement shall extend to and be binding upon his heirs, executors, administrators, successors and assigns.

16th day of May . 1927 dated this

Mandarit D. Jarde X

Margaret V. Jardot

ADDENDUM TO ATTACHED PERMANENT SANITARY SEWER EASEMENT

Said grantors of the attached described Permanent Sanitary Sewer Easement do also grant a Temporary Sanitary Sewer Easement to be used during the construction of Sanitary Sewer District #83. The Temporary Sanitary Sewer Easement being 20.00 feet on either side of said Permanent Sanitary Sewer Easement.

Mangarit. V Lardox

ACKNOWLEDGEMENT

STATE OF OKLAHOMA) SS COUNTY OF (Jarme)

On this $\frac{16}{16}$ day of $\frac{192}{1000}$, 1927, personally appeared before the undersigned a notary public, within the said County and for the State of Oklahoma, $\frac{1920}{1000}$, $\frac{1920}{100$

Witness my hand and official seal the day and year last above written.

NOTARY PUBLIC

APPROVED AS TO FORM

TY)ATTORNE

My commission expires:

10-4-80

38

TRC Southwestern Bell

Retention Period: Active, Plus 10 Years

I-2006-011963 08/09/2006 11:18 am Book 1657 Page(s) 0710-0713 Fee: \$ 19.00 Doc: \$ 0.00 Shem Schieffer - Fayne County Clerk State of Oklahoma

EASEMENT FOR EQUIPMENT STATION

THIS EASEMENT, entered into by the undersigned, herein referred to as GRANTORS, and SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTEE, wherein GRANTORS, in consideration of the sum of \$10.00 Ten Dollars, (\$ 10.00), and other valuable consideration, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto

receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its associated and allied companies, its and their respective successors and assigns, a permanent right and easement to construct, operate, maintain, reconstruct, inspect, fence and remove a communications equipment station upon Grantor land situated in PAYNE County, State of Oklahoma , described as follows:

A SBC 30' x 30' RT Equipment Cabinet Easement with a 15'W X 15'L ingress/egress easement East from the existing East Right of Way of Jardot St., located on the South Side of the Common area behind the property at 2101 Crestwood Dr., Crestwood Estates, a recorded addition in a part of the S/W4, of Sec. 18, T19N, R3E, in Stillwater, Ok, Payne County.

SEE EXHIBIT "A"

RETURN To: A.T. & T. SOUTHWEST R.O.W. LAUAIG HICKS CONSTRUCTION & ENGINEERING 5305 EAST 71 ST. TacsA. OK. 74136

MIMIN ALAHOMA.

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto Grantee, and to its successors and assigns forever, including (1) the right to connect said station with the Grantee's communications system by means of aerial and underground cables, conduits, wires and antennas, (2) the right to enclose said land with a fence, (3) the right of ingress and egress to and from said stations by reasonable routes across the adjoining property of the Grantors, Crestwood Estates Homeowners Association, Inc., an Oklahoma Corporation,

(4) the right to construct, improve and maintain a roadway suitable for vehicular traffic 15' feet wide to said station, (5) the right to construct, operate and maintain, or license others to do so, service lines for utility services upon, over the under said roadway, (6) to install gates in any fences crossing said roadway, and (7) to clear and keep cleared all trees, overhanging branches, roots, brush and other obstructions from said land end roadway.

Grantors covenant that they and their heirs, successors, administrators and assigns, shall and will WARRANT AND DEFEND the title to the premises unto the said Grantee, and to its successors and assigns forever against the lawful claims of all persons whomsoever, and further that the Grantee, its successors and assigns, may quietly enjoy the premises for the uses herein stated. Grantors warrant they have no knowledge of environmental hazards affecting the easement, except those disclosed to Grantee; Grantors agree to hold Grantee harmless from liability arising from such undisclosed hazards.

2006 Signed and executed th Vomeowne SW6336I-1 Witness (4-92)

ACKNOWLEDGEMENT

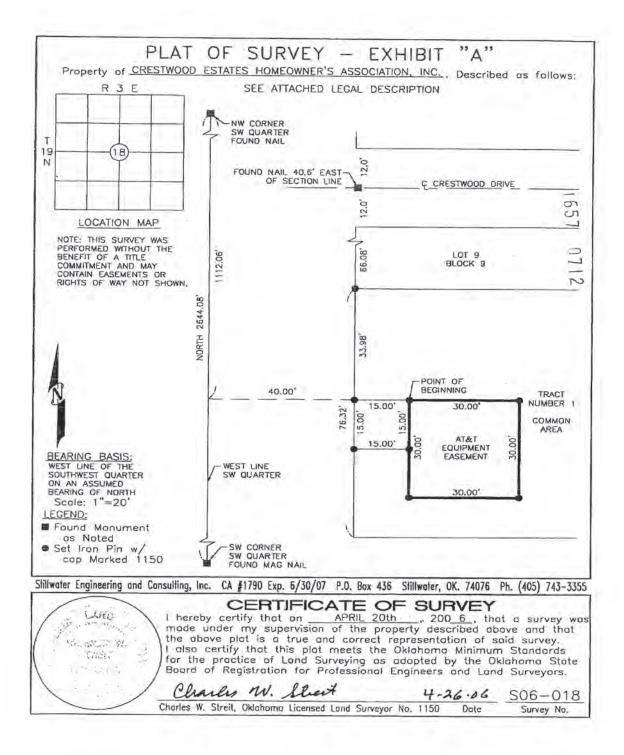
STATE OF Oklahoma

COUNTY OF Payne_____BEFORE ME, the undersigned authority, on this day personally appeared ______ana West Cond Envest Dir 65______k known to me to be the person/s whose name/s is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the uses, purposes and considerations therein expressed as his/her/their free and voluntary act and deed.

Given under my hand and seal of office this the _20

AD 2006 day of Notary Publicy My Commission Expires 4 0 # 06004080

NARY E. ODONNELL NOTATY FUELCE - BTATE OF OKLANOMA MY COMMISSION EXPIRES: APRIL 24, 2010 MY COMMISSION # 06091080



A 30 feet by 30 feet AT&T Equipment Easement in Tract Number 1 (Common Area) of Crestwood Estates, a platted subdivision of part of the Southwest Quarter of Section 18, Township 19 North, Range 3 East, of the Indian Meridian, City of Stillwater, Payne County, Oklahoma, shown on Plat of Survey S06-018, the legal description of which was prepared by Charles W. Streit, PLS 1150, on April 20, 2006, the basis of bearing being an ASSUMED bearing of NORTH on the West line of said Southwest Quarter, and the easement being more particularly described as follows: From the Southwest corner of Lot 9, Block 9, of said Crestwood Estates, 33.98 feet SOUTH, along the Easterly right-ofway of Jardot Road, and 15.00 feet EAST, to a point of beginning, said point being 1112.06 feet, SOUTH, along the West line of said Southwest Quarter, and 55.00 feet EAST of the Northwest corner of said Southwest Quarter; thence, continuing East, 30.00 feet; thence, SOUTH, at a right angle, 30.00 feet; thence, WEST, at a right angle, 30.00 feet; thence, NORTH, at a right angle, 30.00 feet; thence, NORTH, at a right angle, 30.00 feet, to the point of beginning, and serviced by a 15 by 15 feet ingress and egress casement in Tract Number 1 (Common Area) of said Crestwood Estates which is more particularly described as follows: From the Southwest corner of said Lot 9, Block 9, of said Crestwood Estates, 33.98 feet, SOUTH, along the Easterly right-of-way of Jardot Road, 33.98 feet, to a point of beginning, said point being 1112.06 feet, SOUTH along the West line of said Southwest Quarter, and 40.00 feet East of the Northwest Corner of said Southwest Quarter; thence, continuing EAST, 15.00 feet; thence, WEST, at a right angle, 15.00 feet; thence, NORTH, at a right angle 15.00 feet, to the point of beginning.



I-2009-003384 03/24/2009 10:46 am Book 1824 Page(s) 0007-0009 Fee: \$17.00 Doc: \$0.00 Linda Hatfield - Payne County Clerk State of Oklahoma

> Project STPW03 Parcel No. 28.0

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Mary O'donnell, as President of <u>Crestwood Estates Homeowners Association</u> of Payne County, State of Oklahoma, for and in consideration of the sum of <u>Eight Hundred</u> <u>Sixty Dollars and 00/100 dollars (\$860.00)</u> and other good, valuable and sufficient considerations, the receipt and sufficiency of which is hereby acknowledged, do(es) hereby grant, bargain, sell, dedicate and convey unto THE CITY OF STILLWATER, OKLAHOMA, a municipal corporation, a permanent easement and right-of-way through, upon, over, on, under and across the following described lots or parcels of land situated in Payne County, Oklahoma, to wit.:

A strip, piece or parcel of land lying in part of the Outlot, Block 9 in Crestwood Estates, City of Stillwater, Payne County, Oklahoma. Said parcel of land being more particularly described by metes and bounds as follows:

AFTER RECORDING RETURN TO: JOHN TATE, PUBLIC WORKS CITY OF STILLWATER 723 S. LEWIS STREET STILLWATER, OK 74074-4652

Beginning at the SW corner of said Outlot being the SW corner of said Crestwood Estates, thence N 00°55'28" W along the West property line a distance 79.36 feet to the NW corner of said Outlot being the SW corner of Lot 9, Block 9 of said Crestwood Estates, thence N 89°04'32" E along the South property line of said Lot 9 a distance of 10.07 feet, thence S 00°55'20" E a distance of 79.47 feet to a point on the South property line, thence S 89°41'39" W along said property line a distance of 10.06 feet to the Point of Beginning.

Containing 0.02 acres or 799.32 square feet, more or less.

for the uses of the City of Stillwater, Oklahoma, and the Trusts of which the City of Stillwater is sole beneficiary; and for all municipal purposes including, but not limited to, the construction, reconstruction, maintenance and operation of public streets and drainage, and other public utilities and appurtenances thereto, through, upon, over, on under and across the same together with the right of ingress and egress.

TO HAVE AND TO HOLD said permanent easement and right-of-way to the City of Stillwater, Oklahoma, its successors and assigns for the public use forever. The undersigned warrants(s) and represent(s) to the City of Stillwater, Oklahoma, that at the time of delivery of these presents that they are the lawful holders of the fee title of the above described premises and that the same are free and clear of all liens, claims and mortgages whatsoever, except _____

and that he/she/they will, so long as this easement is in full force and effect, defend the same unto the City of Stillwater, Oklahoma, against all and every person whomsoever claiming the same.

200

IN WITNESS WHEREOF, the Grantor hereto has duly executed this agreement on this day of *Convery*, 2009

110

Mary O'Donnell

President, Crestwood Estates Homeowners Association

STATE OF OKlahama) ss. COUNTY OF

Before me, a Notary Public in and for said County and State, on this 2^{nd} day of <u>to be the identical person(s)</u> who subscribed the name of the maker thereof to the foregoing instrument as its <u>freshunt</u> and acknowledge to me that he executed the same as her free and voluntary act and deed of such association, for the purposes therein set forth.

Styen under my hand and seal the day and year last above written.



My Commission Expires: 07-13-2011 My Commission Number: 07 30 66605

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STATE OF OKLAHOMA)

COUNTY OF PAYNE) ss.

NOW, on this <u>left</u> day of <u>field</u>, 2009, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantors, this delivered easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State

MCMILLIAN, MAYOR OF STILLWATER, OKLAHOMA (SEAL) ATTEST CLARA WELCH, DEPUTY CITY CLERK CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this $\underline{/C}$ day of \underline{fr} , 2009.

JOHN E. DORMAN, CITY ATTORNEY CITY OF STILLWATER, OKLAHOMA

2009-004094 04/08/2009 2:39 pm Bock 1826 Tage(s) 0581-0583 Fee: \$17.00 Stoc: \$ 0.00 Linda Hatfleid - Payne County Clerk State of Oklahoma

Project STPW03 Parcel No. 28.0

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Mary O'donnell, as President of <u>Crestwood Estates Homeowners Association</u> of Payne County, State of Oklahoma, for and in consideration of the sum of <u>Eight Hundred</u> <u>Sixty Dollars and 00/100 dollars (\$860.00)</u> and other good, valuable and sufficient considerations, the receipt and sufficiency of which is hereby acknowledged, do(es) hereby grant, bargain, sell, dedicate and convey unto THE CITY OF STILLWATER, OKLAHOMA, a municipal corporation, a permanent easement and right-of-way through, upon, over, on, under and across the following described lots or parcels of land situated in Payne County, Oklahoma, to wit.:

A strip, piece or parcel of land lying in part of the Common Areas adjacent to Block 9 in Crestwood Estates, City of Stillwater, Payne County, Oklahoma. Said parcel of land being more particularly described by metes and bounds as follows:

AFTER RECORDING RETURN TO: JOHN TATE, PUBLIC WORKS CITY OF STILLWATER 723 S, LEWIS STREET STILLWATER, OK 74074.4652 STILLWATER, OK 74074.4652

Beginning at the SW corner of said Common Area being the SW corner of said Crestwood Estates, thence N 00°55'28" W along the West property line a distance 76.36 feet to the NW corner of said Common Areas being the SW corner of Lot 9, Block 9 of said Crestwood Estates, thence N 89°04'32" E along the South property line of said Lot 9 a distance of 10.07 feet, thence S 00°55'20" E a distance of 76.43 feet to a point on the South property line of said Common Areas and the South line of Crestwood Estates, thence S 89°41'39" W along said property line and South line a distance of 10.06 feet to the Point of Beginning.



Containing 0.02 acres or 769 square feet, more or less.

for the uses of the City of Stillwater, Oklahoma, and the Trusts of which the City of Stillwater is sole beneficiary; and for all municipal purposes including, but not limited to, the construction, reconstruction, maintenance and operation of public streets and drainage, and other public utilities and appurtenances thereto, through, upon, over, on under and across the same together with the right of ingress and egress.

TO HAVE AND TO HOLD said permanent easement and right-of-way to the City of Stillwater, Oklahoma, its successors and assigns for the public use forever. The undersigned warrants(s) and represent(s) to the City of Stillwater, Oklahoma, that at the time of delivery of these presents that they are the lawful holders of the fee title of the above described premises and that the same are free and clear of all liens, claims and mortgages whatsoever, except

and that he/she/they will, so long as this easement is in full force and effect, defend the same unto the City of Stillwater, Oklahoma, against all and every person whomsoever claiming the same.

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826 0582 1824 0008

IN WITNESS WHEREOF, the Grantor hereto has duly executed this agreement on this 2 day of February, 2009

IL Mary O'Donnell

President, Crestwood Estates Homeowners Association

STATE OF OKlahama)) ss. COUNTY OF

Before me, a Notary Public in and for said County and State, on this $\mathcal{O}^{nd}_{connect}$ day of <u>torran</u>, 2009, personally appeared $\mathcal{M}_{any} \mathcal{O}^{nd}_{connect}$, to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as its $\mathcal{M}_{connect}$ and acknowledge to me that he executed the same as her free and voluntary act and deed of such association, for the purposes therein set forth.

Stylen under my hand and seal the day and year last above written.



My Commission Expires: 07-13-2011 My Commission Number: 07 00 00 000

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STATE OF OKLAHOMA)

) ss. COUNTY OF PAYNE)

NOW, on this <u>lott</u> day of <u>tub</u>, 2009, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantors, this delivered easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

Rogal minth.
A ROOK ROMMCMILLIAN, MAYOR
CUT OF STILLWATER, OKLAHOMA
(SEAL)
ATTEST:
Carahlelch_
CLARA WELCH, DEPUTY CITY CLERK

1826 0583

CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this $\frac{1}{2}$ day of $\frac{1}{2}$, 2009.

JOHN E. DORMAN, CITY ATTORNEY CITY OF STILLWATER, OKLAHOMA