



**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND GRANT OF EASEMENTS FOR
VARENNALANDING ADDITION, A PLANNED UNIT DEVELOPMENT**

This declaration (the "Declaration"), made this 15TH day of July, 2021,
by VARENNALANDING, LLC., an Oklahoma Limited Liability Company, hereinafter referred
to as "Declarant".

WHEREAS, Declarant is the owner of certain real property located in Norman,
Cleveland County, State of Oklahoma, which is more particularly described on Exhibit A,
attached hereto and made a part hereof by this reference (the "Property"); and

WHEREAS, Declarant has caused the Property to be platted under the ordinances
of the City of Norman under the name of "Varenna Landing Addition" (defined here, together with
all future sections, annexations, and expansions, as the "Addition") and intends to create thereon
a residential community containing common areas, which will be maintained for the benefit of
those living within the community; and

WHEREAS, Declarant desires to provide for the preservation of the values and
amenities in said community and for the maintenance and improvement of the common areas and
other common facilities now existing or hereafter erected thereon; and to this end, desires to subject
the Property to the covenants, restrictions, easements, charges and liens hereafter set forth, each
and all of which are for the benefit of the Property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the foregoing purposes to create
an agency to which should be delegated and assigned the powers of maintaining and administering
the common areas and facilities, enforcing the covenants and restrictions, and collecting and
disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Oklahoma,
as a non-profit corporation, Varenna Landing Property Owners' Association, for the purpose of
exercising the aforementioned functions;

AND Declarant further declares that the Property is and shall be held, transferred,
sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth, which
shall run with such real property and shall be binding on all parties having or acquiring any right,
title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof, and
such owner's heirs, devisees, personal representatives, trustees, successors and assigns, such
covenants and restrictions being hereby imposed upon such real property and every part thereof as
a servitude in favor of each and every other part thereof as the dominant tenement.

ARTICLE I

DEFINITIONS

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

- 1.1. "Architectural Committee" shall have the meaning specified in Section 5.1 below.
- 1.2. "Association" shall mean and refer to Varena Landing Property Owners' Association, or other available name or entity, including all successors in interest or assigns, which has been or will be created under the laws of the State of Oklahoma for the purpose of carrying out the applicable provisions of this Declaration.
- 1.3. "Board" shall mean the Board of Directors of the Association.
- 1.4. "By-Laws" shall mean the By-Laws of the Association which are or shall be adopted by the Board as such By-Laws may from time to time be amended.
- 1.5. "Certificate" shall mean the Certificate of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma, as the same may be amended from time to time.
- 1.6. "Common Areas" shall mean that portion of the Property described on Exhibit B, attached hereto, together with all improvements thereon or hereafter completed thereon, which may include, but is not required to include, and is not limited to, entranceway improvements, landscaping, sidewalks, medians, parking areas, sprinkler systems, the Perimeter Fence as well as any other fencing located within, and the Storm Water Detention Area.
- 1.7. "Declarant" shall mean Varena Landing, LLC, an Oklahoma Limited Liability Company, as well as all successors in interest or assigns.
- 1.8. "Dwelling" shall mean the one (1) single family residence constructed on a Lot.
- 1.9. "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the main residence which it serves, and shall include, but not be limited to, carports, garages, outbuildings, tool sheds, kennels, cabanas, greenhouses and any temporary structures.
- 1.10. "Final Site Development Plan" shall mean the site development plan for the Addition, as approved by the City of Norman in connection with the approval by the City of Norman of the Planned Unit Development and Plat for the Property, as the same may be amended from time to time.
- 1.11. "Lot" shall mean those tracts of land so designated on the Plat.
- 1.12. "Majority Vote" shall mean a vote of at least 50.01% of all the votes of the total Membership, to be determined as the total amount of votes held by Class A Members and Class B Members.

1.13. "Member", "Class A Member" and "Class B Member" shall mean those Persons so defined in Section 3 below.

1.14. "Owner" shall mean the record owner, whether one or more Persons, of the fee simple title to any Lot, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure; nor shall such term include any other Person who has an interest merely as security for the performance of an obligation.

1.15. "Party Wall" shall have the meaning specified in Section 8.1 below.

1.16. "Perimeter Fence" shall mean the fence constructed by Declarant and/or the Association within the Common Area, including, but not limited to, Common Areas A & B, along Lindsey Street.

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

1.18. "Plat" shall mean the final plat or plats of the Property which is/are filed of record in the office of the County Clerk of Cleveland County, Oklahoma.

1.19. "Storm Water Detention Area" shall mean Common Area C, including, but not limited to, the WQPZ Area and all ponds located within the Addition, as shown on the Plat, which is reserved for the acceptance of storm water in accordance with a drainage plan approved by the City of Norman.

1.20. "Turnover Date" shall mean the date the Declarant calls and holds a meeting of the Members to activate assessments and commence Association maintenance of the Common Areas.

1.21. "Visible from Neighboring Property" shall mean, as to any given object, that such object is visible to a person six (6) feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

1.22. "Visible from the Street" shall mean, as to any given object, that such object is visible to a person six (6) feet tall, standing on any street right of way within the Property.

1.23. "WQPZ Area" shall mean the area more particularly described on Exhibit C, attached hereto.

ARTICLE II

PROPERTY RIGHTS IN COMMON AREAS

2.1. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas, subject to the terms of this Declaration, which shall be appurtenant to and shall pass with the title to every Lot, so long as said Member is not in violation of any terms or conditions contained in this Declaration, including, but not limited to, the obligation to pay all assessments.

2.2. Title to Common Areas. Legal title to the Common Areas, at a time determined by Declarant, shall be conveyed to the Association subject to (i) easements of record or shown on the Plat, (ii) the right of the Owners to use and enjoy the Common Areas as provided herein, (iii) the covenants and restrictions contained herein, including, but not limited to, the provisions concerning the WQPZ Area, and (iv) the rules and regulations adopted by the Association from time to time. No Common Areas may be conveyed by the Association without the express written approval of the City of Norman.

2.3. Limitations Upon Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

2.3.1. The right of the Association, in accordance with its Certificate and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage those portions of the Common Areas to which the Association has acquired legal title, provided, however, any such mortgage shall provide that in the event of a default the mortgagee's rights thereunder as to any of such Common Areas shall be limited to a right, after taking possession thereof, and without changing the character thereof, to charge admission and other fees as a condition to continued enjoyment by the Members until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored.

2.3.2. Except as provided in Section 2.3.1, above, the right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure; and

2.3.3. The right of the Association, as provided in its Certificate and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment, fines, or other amounts remain unpaid, and for any period not to exceed sixty (60) days from any infraction of the Association's rules or regulations.

2.3.4. The right of the Association to charge Members reasonable admission and other fees for the uses of the Common Areas; and

2.3.5. The right of the owner of the legal title to the Common Areas to convey to any public agency, authority, or utility, subject to applicable approvals of such entities and/or agencies, easements for drainage or underground utility purposes across any part of the Common Areas, provided that the proposed design and location of each such drainage and underground utility facility be first submitted in writing to and approved by the Architectural Committee, and further provided that the Architectural Committee's approval shall be in writing, and may be qualified upon the satisfaction of specified conditions, but further provided that in the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans have been submitted to it, approval will not be required and this condition will be deemed satisfied; and,

2.3.6. The right of the Association to dedicate or convey all or any part of the Common Areas to which it has acquired legal title to any public agency, authority, or utility for such purposes other than those specified in Section 2.3.5. above, and subject to such conditions as may be agreed to by the Members, provided that no such dedication or conveyance by the Association shall be effective unless approved by the affirmative vote in person or by proxy of two-thirds (2/3) of all Members, and unless written notice of the proposed dedication or conveyance and of the meeting at which approval therefor will be sought is sent to every Member at least ninety (90) days in advance of such meeting. Any such dedication must be approved, in writing, by the City of Norman.

2.4. Duties of Association. The Association shall maintain, repair and to the extent deemed appropriate, improve the Common Areas in a manner which will benefit all Owners; provided, however, any Owner whose negligence contributes to the damage caused to the Common Areas shall be responsible for the damage caused thereby. The Association shall obtain general liability insurance of at least Two Million Dollars (\$2,000,000) for accidents which might occur on the Common Areas, including, but not limited to, the Storm Water Detention Area.

2.5. Perimeter Fence. The Association is hereby granted an easement over and across the Lots on which, or adjacent to which, the Perimeter Fence is located, or will be located, for the purpose for accessing, repairing, replacing, and maintaining the Perimeter Fence.

2.6. Sprinkler Systems. Declarant may, but shall not be obligated to, install a sprinkler system on any portion of the Common Areas. The Association shall maintain the sprinkler system in a good state of repair.

2.7. Rights of Declarant/Association. Declarant reserves the right, until title is passed to the Association, to convey to any public agency, authority or utility, easements for drainage or underground utility purposes across any portion of the Common Areas. Thereafter, the Association shall have this right, subject to applicable approvals of such entities and/or agencies and so long as the plans for such easement have been approved by the Architectural Committee, as provided in this Declaration, including, but not limited to, Section 2.3.5.

2.8. Delegation of Use. Any Owner, in accordance with the By-Laws, may delegate his/her right of enjoyment of the Common Areas to the members of his/her family, his/her tenants or contract purchasers who reside on such Owner's Lot, so long as said Owner is not in violation of any terms or conditions contained in this Declaration, including, but not limited to, the obligation to pay all assessments.

2.9. Storm Water Detention Area; No Swimming. The Storm Water Detention Area is reserved for accepting and detaining storm water runoff from the Property, and other future additions or section of the Addition, in accordance with drainage plans approved by the City of Norman. No improvements may be constructed on the Storm Water Detention Area without first obtaining the written consent of the City of Norman. The Storm Water Detention Area includes the pond within the Addition. There shall be no swimming, boating, or other similar recreational activities in the pond. Every Person enters upon the Storm Water Detention Area at their own risk. Declarant and the Association make no representation or warranty as to any condition of the Storm Water Detention Area and waives any and all warranties, express or implied, as to the condition of the Storm Water Detention Area. All Owners, together with their guests, invitees, family members, representatives, heirs, and successors on interest, hereby indemnify, defend, and hold Declarant and the Association harmless from any and all claims, damages, liabilities, causes of action, disputes, or injuries arising out of or any way related to the Storm Water Detention Area, including, but not limited to, the pond within the Addition.

ARTICLE III

MEMBERSHIP, CLASSES OF MEMBERS, AND VOTING RIGHTS

3.1. Membership. Every Owner of a Lot shall be a member (hereafter "Member") of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.2. Voting Rights. The Association shall have two classes of voting membership:

Class A. "Class A Members" shall be all Owners with the exception of the Declarant and/or its successors in interest, assigns, or other affiliated or related entities, and shall be entitled to one (1) 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot owned by Class A Members.

Class B. "Class B Members" shall be the Declarant and any of its successors in interest, assigns, or other affiliated or related entities owning a Lot. Class B Members shall be entitled to one hundred (100) votes for each Lot owned.

ARTICLE IV

ASSESSMENTS AND PROCEDURE

4.1. Covenant for Assessments. The Declarant, for each Lot owned within the Property, 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 maintenance assessments, and (2) special assessments for capital improvements or for the purposes otherwise expressed in this Declaration, including, but not limited to, special assessments sole attributable to one Owner for fees, fines, or other amounts owed to the Association, both of which assessments are to be established and collected as hereinafter provided. Such assessments shall be charges upon and shall be continuing liens upon the Lot against which each such assessment is made, paramount and superior to any homestead or other exemption provided by law, and shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due.

4.2. Purpose of Assessments. The assessments levied by the Association shall be used to (i) promote the recreation, health, safety and welfare of the Owners, (ii) carry out the business of the Association, (iii) enforce this Declaration, should the Association desire to do so, and (iv) improve and maintain the Common Areas.

4.3. Annual Assessments. The maximum initial annual assessment for each Lot shall be Three Hundred Dollars (\$300.00) for each vacant Lot. As soon as a Dwelling is constructed on a Lot the assessment for said Lot shall be either Three Hundred Dollars (\$300.00) or \$0.20 per square foot of the total square footage contained in the Dwelling built on said Lot as reflected in the records of the Cleveland County Assessor, whichever is greater. The amount of the initial assessment shall be determined by the Board not in excess of the maximum provided. After the first year of assessments being levied, the Board may increase the annual assessment by no more than ten percent (10%) above the assessment for the previous year. Any increase above ten percent (10%) shall require a two-thirds (2/3) vote of the Members at a meeting duly called for this purpose, written notice of which, setting forth the purpose of the meeting, shall be sent to all Members not less than ten (10) nor more than forty (40) days in advance of the meeting.

4.4. 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, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas; provided that any such assessment shall have the assent of at least two-thirds (2/3) of the Members pursuant to votes cast at a meeting duly called for this purpose, notice of which meeting shall be sent to all members of such class not less than ten (10) nor more than forty (40) days in advance of the meeting.

4.5. Notice and Quorum for Meetings. Notice of all meetings of the Members of the Association shall be given as provided in the By-Laws. At any meeting of the Members of the Association, the presence at the meeting of Members or written proxies entitled to cast a Majority Vote shall constitute a quorum; provided, however, that if a quorum is not present at any meeting duly called, the Members present, although less than quorum, may give notice to all Members as required herein for the transaction to be considered at an adjourned meeting, and at the adjourned meeting whatever Members are present shall constitute a quorum.

4.6. Commencement Date of Annual Assessments. The annual assessments provided for herein shall commence as to all Owners who are Members on the date (which shall be the first day of a month) to be fixed by the Board on or after the Turnover Date. Until thirty (30) days after the Turnover Date the Common Areas shall be maintained by Declarant.

4.7. Credit for Expenditures. Notwithstanding the foregoing, monies expended by the Declarant during any assessment period in improving, maintaining and operating the Common Areas shall be applied as credits to the sums otherwise owed by the Declarant to the Association hereunder as annual maintenance or special assessments for the same period, upon the receipt by the Association of satisfactory evidence thereof from the Declarant. Should the amounts so expended by the Declarant in any assessment period exceed the assessments against the Declarant for that period, the difference shall be carried over and applied as a credit or credits in the succeeding period or periods.

4.8. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the then current per annum national prime rate as published by the Wall Street Journal, or its successor, plus four percent (4%), and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot, and there shall be added to the amount of the delinquent assessment the costs of preparing the petition or complaint in the action. The Association shall be entitled to reimbursement for all attorneys' fees incurred in collection efforts, regardless of whether such efforts were incurred prior to or after litigation. Any judgment thereafter obtained shall include interest on the assessment as above provided, and all attorneys' fees incurred by the Association, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by the abandonment of his/her Lot.

4.9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any Lot being assessed. Sale or transfer of any Lot shall not affect the assessment lien, provided that 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, but further provided that no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

4.10. Initial Board of Directors. The initial Board shall consist of three (3) Persons to be selected by Declarant, who shall be authorized to elect officers as provided in the By-Laws. The initial Board shall serve until the Turnover Date, at which time they will resign, the Members shall accept their resignations and elect a new Board. The new Board will provide notice of the commencement date for annual assessments within the period provided in Section 4.11.

4.11. Notice of Commencement. Prior to commencement of the annual assessments, the Association shall:

4.11.1. Fix the commencement date for annual assessments within forty-five (45) days after the Turnover Date against all Lots then owned by the Declarant and against all Lots then owned and occupied by other Owners, and send written notice thereof to all Owners, including Owners of unoccupied Lots, at least thirty (30) days before such commencement date; and

4.11.2. Prepare and maintain a roster of Lots, the Owners thereof, the assessments applicable thereto, if any, and the status of the payment thereof, which shall be kept in the office of the Association and which shall be open to inspection by any Owner; and

4.11.3. Upon demand from an Owner, furnish to said Owner a certificate in writing signed by an officer of the Association, stating whether said Owner's annual and/or special assessment has been paid, or, if allowed by the Association, is being paid in installments, whether payments are current. Such certificate shall be conclusive evidence of payment of any assessment or installment thereof which is therein stated to have been paid.

4.12. Exemption from Assessments. All Common Areas and Lots owned by Declarant or its successors in interest, assigns, or other affiliated or related entities are exempt from both special and annual assessments. Additionally, builders approved by the Declarant shall be exempt from all assessments for a one (1) year period, commencing on the date the builder purchases the Lot.

ARTICLE V

ARCHITECTURAL COMMITTEE

5.1. Review. No building, addition, pool, fence, wall, walk, pavement, gazebo, patio, driveway, temporary structure, retaining wall, or other improvement shall be commenced, erected or maintained upon the Property until the plans and specifications showing all aspects of the proposed improvements, including, but not limited to, the nature, use, exterior materials, masonry percentage, dimensions, Lot coverage, impervious area calculation, colors of all materials to be used, height, roof pitch, shingle color and type, and location of the same shall have been submitted to and approved in writing by the "Architectural Committee", which shall, as used herein, mean the Declarant, or any Persons designated by the Declarant, until the Declarant resigns as the Architectural Committee or Declarant dissolves as an entity, and thereafter, the Board or a committee composed of three (3) or more representatives appointed by the Board. The building guidelines contained in this Declaration, such as roof pitch, masonry, and minimum square footage, are not an exhaustive list of criteria as the Architectural Committee may consider all aspects of the proposed improvements. The Architectural Committee may refuse approval of any plans, in whole or in part, for any reason, including purely aesthetic reasons, in its sole and absolute discretion. Architectural Committee approval shall also be required for Owners' initial landscaping plan for all Lots. Approval shall be issued or withheld in the sole and absolute discretion of the Architectural Committee. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions; provided, however, that in the event the Architectural Committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications, as well as all additional information or modifications as may be requested by the Architectural Committee, have been submitted to the Architectural Committee (as evidenced by written receipt of the Architectural Committee or a return receipt for certified mail), then said Owner may proceed with construction of said improvement in the manner and location as presented to the Architectural Committee.

5.2. Fees. No fee shall ever be charged by the Architectural Committee or by the Association for the review specified in Section 5.1, or for any waiver or consent provided for herein.

5.3. Proceeding With Work. Upon receipt of approval as provided in Section 5.1, whether in writing or automatically by lapse of time, the Owner shall, as soon as is practicable, satisfy all conditions of such approval, if any, and proceed with the approved work. Unless such work commences within one (1) year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 5.1. The initial landscaping plan shall be implemented within three (3) months of occupancy of the Dwelling.

5.4. Limitation of Liability for Board & Architectural Committee. The Architectural Committee, Board, Declarant, or any member, employee or agent thereof, shall not be liable to any Person submitting plans for approval, or any other Person, by reason of mistake in judgment, negligence, or nonfeasance, arising out of or in connection with the approval, disapproval or failure to approve any such plans, or for any other action in connection with its or their duties hereunder. The standards and procedures established for the Architectural Committee do not create any duty to any Person. The Declarant, the Architectural Committee, the Association, the Board, and any committee, or member of any of the foregoing shall not be held liable for any defects in plans revised or approved hereunder, or for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the Architectural Committee, the Board, and the individual Persons serving thereon, shall be defended and indemnified by the Association.

ARTICLE VI

PLANNED UNIT DEVELOPMENT

6.1. Final Site Development Plan Compliance. The Property is being developed pursuant to the City of Norman ordinances and subdivision regulations relating to Planned Unit Developments. In this connection, Declarant has caused to be filed with the City of Norman a Final Site Development Plan. All construction within the Property, including, but not limited to, building location, driveways and curb cuts, shall comply with Declarant's Final Site Development Plan, as may be amended from time to time, and the ordinances and subdivision regulations of the City of Norman, the terms and provisions of which are incorporated herein by this reference. A copy of the Final Site Development Plan is available upon request to the City of Norman.

6.2. Easements. The Final Site Development Plan establishes the possibility for a zero lot line side yard setback line of Lot, which potentially permits construction of a dwelling on said Lots to abut the side lot line. By virtue of such construction, it is anticipated that there may be overhangs of eaves or veneers from the Lot containing the zero lot line Dwelling (the "Dominant Lot") onto the other Lot (the "Subservient Lot") at the zero side yard lot line. It is further anticipated that the Owner of the Dominant Lot may need access to the Subservient Lot to repair, replace or maintain the dwelling on the Dominant Lot. In order to accommodate these minor encroachments and access, there is hereby established a perpetual easement of three (3) feet on the Subservient Lot so as to permit such overhangs, minor encroachments and access for repair, replacement or maintenance, in favor of the Owner of the Dominant Lot.

ARTICLE VII

EXTERIOR MAINTENANCE

7.1. Responsibility. Each Owner shall be responsible for the exterior and interior maintenance of the Dwelling located on their Lot, and said Owner shall keep the roofs, gutters, downspouts of the Dwelling and the lawns and plantings within the Lot in good repair and condition at all times.

7.2. Association's Right - Special Assessment. In the event any Owner in the opinion of the Board has failed to reasonably maintain the yard and/or landscaping of the Lot, to be determined in the Architectural Committee's reasonable discretion, the Board shall give the Owner notice in writing of the deficiencies. The Owner shall have fourteen (14) days within which to cure the deficiencies. In addition to other rights and remedies contained herein for violations of the terms of this Declaration, should the Owner fail to cure any deficiencies that are Visible from the Street or Visible from Neighboring Property in a timely manner, the Association shall be authorized, but not required, to have the work performed at the expense of the Owner. There shall be added to the actual cost of the work fifteen percent (15%) to cover the administrative expense of the Association. In such event, at the conclusion of the performance of the work, the Association shall notify the Owner of the cost of performing the work, and if the Owner does not pay within fifteen (15) days, said cost shall be deemed an unpaid special assessment and shall be a lien on the Lot and subject to all collection rights therein provided.

7.3. Access at Reasonable Hours. For the sole purpose of performing the exterior maintenance authorized by this Article to correct any uncured deficiencies that are Visible from the Street or Visible from Neighboring Property, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day, except Sunday or a legal holiday. Each Owner grants to the Association an easement over and across each Lot for the purpose of the entering on the Lot and taking the necessary actions to correct any uncured deficiencies that are Visible from the Street or Visible from Neighboring Property, including, but not limited to, the lawn, landscaping, and plantings of said Lot.

ARTICLE VIII

PARTY WALLS

8.1. General Rules of Law to Apply. In some instances, walls which are built as a part of the original construction of the Dwellings upon the Property and placed on a dividing line between Lots will be common walls, and those so constructed shall constitute a "Party Wall", and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

8.2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the Party Wall in proportion to such use.

8.3. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the Party Wall may restore it, and if the other Owners thereafter make use of the Party Wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

8.4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements, and the entire responsibility for damage in the meantime resulting from the lack of such protection.

8.5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to and run with the land, and shall pass to such Owner's successors in title.

ARTICLE IX

GENERAL RESTRICTIONS

9.1. Land Classification; Right to Rent. All Lots within the Property are hereby classified as Single-Family Lots, i.e., each Lot shall be used exclusively for a Dwelling of not to exceed two and one-half (2½) stories. No occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any Dwelling that violates the applicable zoning for said Lot or other applicable City of Norman ordinance. Dwellings and/or Lots shall not be rented by any Owner absent a written lease executed by Owner and the tenant and such lease shall be subject to the restrictions contained in this Declaration.

9.2. No Subdividing of Lots. No Lot shall contain more than one (1) Dwelling. No Lot may be rezoned, modified, subdivided, or otherwise altered without first obtaining written approval of the Architectural Committee and then obtaining all necessary approvals from the appropriate government agencies to achieve such alteration, including, but not limited to, approval from the City of Norman for all required zoning amendments, platting approvals, lot line adjustments, easement and/or utility relocations, and any other similar requirement to achieve the desired alteration to the Lot. Evidence of all required approvals shall be provided to the Architectural Committee prior to commencing any construction or improvements on the Lots.

9.3. Garages. No garage shall ever be converted into a room or living area absent express written approval from the Architectural Committee. Unless otherwise approved by the Architectural Committee, garages shall be used for the storage of vehicles or other items commonly stored in garages, such as, but not limited to, tools, lawn equipment, and storage bins. Open carports, unless specifically approved by the Architectural Committee, are prohibited.

9.4. New Construction Only. All Dwellings shall be of new construction, and no Dwelling (new or used) may be moved from another area into the Property. Mobile homes of any kind shall not be allowed to be placed or parked either permanently or temporarily on any Lot.

9.5. Location of Dwelling. All Dwellings shall be located on the Lot facing the direction approved by the Architectural Committee.

9.6. Easements and Drainage. Reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these utility reserves no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each Lot and all improvements permitted therein shall be maintained continuously by the Owner of each Lot, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority or utility company shall be the Owner's responsibility; and it shall be the responsibility of the Owner to: (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swales, whether they be in easements or contained on the individual Owner's Lot, (b) provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority or utility company is responsible, and (c) conform to the drainage plan for the Property on file with the City of Norman.

9.7. Landscaping. Each Owner shall install, at their own cost, landscaping approved by the Architectural Committee on the front and side portions of the Owner's Lot. All Lot Owners shall continuously maintain landscaping with respect to each of their Lots, such as mowing of lawn, planting and maintaining of shrubs and trees. In the event the Board determines an Owner has not appropriately maintained the landscaping of the Lot, the Board may take the actions enumerated in Article VII to ensure proper maintenance of the Lot.

9.8. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

9.9. Detached Structure. No Detached Structure shall be allowed on any Lot without the prior written approval of the Architectural Committee. No Detached Structure shall be used either temporarily or permanently as a residence.

9.10. Minimum Square Footage. All Dwellings shall be at least One Thousand (1000) square feet, unless otherwise approved by the Architectural Committee. This minimum figure is for heated and cooled living space and is exclusive of garages, covered porches and breezeways.

9.11. Air Conditioners. No window type air conditioners shall be permitted in Dwellings or Detached Structures without the prior written approval of the Architectural Committee.

9.12. Trash Receptacles. Trash receptacles shall not be either Visible from Neighboring Property or Visible from the Street. Trash receptacles shall be placed by the curb on designated dates by the City of Norman for trash pick up and returned to their enclosure within twenty-four (24) hours.

9.13. Utility Lines. All service lines for telephone, cable TV and other utility services shall be kept underground where reasonably feasible.

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

9.15. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six (6) square feet advertising the Lot for sale or rent, signs used by a builder to advertise the Lot during the construction and sales period, or signs placed by Declarant to advertise or identify the Property during development. Nothing herein shall restrict Declarant's right to construct entrance gateways or permanent signs identifying the development.

9.16. Antennas and Satellite Dishes. All radio and television antennas shall be located so as to not be Visible from Neighboring Property or Visible from the Street. One (1) satellite dish of not in excess of one (1) meter in diameter or diagonal measurement shall be permitted on any Lot so long as it is not Visible from Neighboring Property; provided, however, if the satellite dish cannot be placed upon the Lot in a location that complies with the foregoing location restriction and receive quality programming signals, it may be relocated to a place on the Lot, so long as it is approved by the Architectural Committee.

9.17. Solar Equipment. No solar equipment shall be allowed on the exterior of any structure in the Property, unless specifically approved, as to type and location, by the Architectural Committee.

9.18. Roof. All roofs must be of a minimum of 6/12 pitch, unless otherwise approved by the Architectural Committee. Roofing materials shall be of a quality and brand approved by the Architectural Committee.

9.19. Exposed Stems. No exposed stems or grade beams on the front of any structure will be permitted.

9.20. Imitation Rock. No pre-manufactured and/or pre-formed rock or brick, otherwise known as imitation rock, shall be permitted on the exterior of any Dwelling, unless approved by the Architectural Committee.

9.21. Exterior of Dwellings. The exterior of any Dwelling facing the street shall be a combination of brick, stone, and stucco masonry, unless otherwise approved by the Architectural Committee. Siding material such as wood, masonite-type siding or other material which will blend with the materials or masonry, may be used as approved by the Architectural Committee. All exterior trim and doors shall be painted colors approved by the Architectural Committee.

9.22. Vehicles and Storage. No recreational vehicles (RV), boats, trailers, buses, campers, equipment vans, or similar large vehicles are to be parked or stored on any Lot or the street adjacent thereto. Owners' vehicles shall be parked in garages or in their respective driveways. Streets adjacent to any Lot are not to be used as storage areas for such items as boats, trailers, lumber, recreational vehicles, motor homes, campers, house trailers, mobile homes, tractors, other agricultural or commercial machinery, buses, equipment vans, airplanes, or similar large vehicles.

9.23. Vent Pipes. All vent pipes are to be kept at a minimum height, and shall be of such materials or be painted to blend with the roof.

9.24. Storage of Building Materials. With the exception of during the initial building phase on Lots owned by Declarant or its successors in interest, assigns, affiliates, or approved builders, no building materials are to be placed or stored on any Lot until construction is to begin, and construction shall be completed within one (1) year from commencement of construction, unless extended by the Declarant. During construction, the Owner of the Lot shall be responsible for keeping the Lot reasonably clean and orderly, in compliance with all applicable City of Norman ordinances.

9.25. Usage of Easements. Declarant reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on the areas indicated on the Plat as easements, sewer and other pipelines, conduits, and any other method of conducting or performing any public utility or quasi-public utility function above or beneath the surface of the ground, with the right of access any time to the same for the purpose of repair, replacement, and maintenance.

9.26. Sidewalk Installation. Each Owner shall install, at Owner's cost, four (4) feet wide and four (4) inch deep concrete sidewalks on the front portion of each Lot, all as required by the ordinances of the City of Norman. Such sidewalks shall be installed at the time of construction of each Dwelling, or within one (1) year from the acquisition of the Lot by the Owner, and shall be maintained thereafter by Owners of each Lot. For the purposes of this Section, neither the Declarant nor its successors in interest, assigns, or affiliated companies are deemed to be an Owner. In the event the sidewalk is damaged, the Owner of the Lot where the sidewalk is located shall immediately repair or replace it. The sidewalks installed by Declarant in the Common Areas shall be maintained by the Association.

9.27. Treehouses and Platforms. No treehouses, platforms in trees, play towers, trampolines, or other similar structures on any Lot shall be: (i) Visible from Neighboring Property, or (ii) Visible from the Street.

9.28. Fences. All fences, other than any fence built by the Declarant, shall be cedar or other similar stockade wood fence, unless another material is approved by the Architectural Committee. Courtyard walls shall be considered fences for the purposes of this Section. No fences, of any kind, shall be installed without Architectural Committee approval.

9.29. Temporary Structure. No structure of a temporary character, such as a trailer, mobile home, tent, garage, barn or other outbuilding, with the exception of a port-a-potty during construction, shall be allowed on any Lot at any time.

9.30. Vacant Lots. No trash, refuse, caves or tree houses are to be placed, constructed or stored on any vacant Lot.

9.31. Athletic Equipment. No athletic goals and equipment shall be erected or maintained on any Lot unless approved by the Architectural Committee.

9.32. Mailboxes. Mailboxes shall be constructed of a material and style selected by the Architectural Committee. The Architectural Committee shall have the right to determine the location of all mailboxes on the Lot and whether same shall be common or individual.

9.33. Retaining Walls. All retaining walls within the Addition shall be the sole responsibility and obligation of the respective Lot Owner. Each Owner shall continuously maintain the structural integrity and exterior appearance, at Owner's cost, of any and all retaining walls located on their respective Lot.

ARTICLE X

INSURANCE

10.1. Owner's Responsibility. Each Owner shall be responsible for purchasing fire and extended coverage insurance upon the Dwelling constructed upon the Owner's Lot in an amount equal to at least eighty percent (80%) of the fair market value of the Dwelling and Lot.

10.2. Association's Responsibility. The Association has no responsibility for obtaining insurance upon the Property, but shall acquire liability insurance on the Common Areas owned by the Association as required by Section 2.4 hereof.

ARTICLE XI

WATER QUALITY PROTECTION

11.1. Maintenance Requirements.

11.1.1. The Association will maintain the WQPZ Area in strict accord with the plans, specifications, calculations, and conditions required by Section 19-411 of the City of Norman Water Quality Protection Zone Design Standards, in perpetuity, subject to the terms contained in Section 11.1.4 below.

11.1.2. Maintenance of the WQPZ Area will be performed by the Association according to the minimum maintenance frequencies and measures provided in Section 19-514 of the City of Norman Water Quality Protection Zone Management and Maintenance.

11.1.3. The Association shall not use or attempt to use the WQPZ Area in any manner which would interfere with the continuous and perpetual maintenance and use thereof and, in particular, shall not build thereon or there over any structure which may interfere or cause to interfere with the maintenance and long-term operation thereof.

11.1.4. It is understood by the Association and the City of Norman that should the City of Norman's WQPZ ordinance be amended, so as to no longer affect or encumber the WQPZ Area, or be repealed and no longer in effect, this Article XI shall be considered null and void.

11.2. Right of Entry.

11.2.1. The Declarant does herein grant the City of Norman, its agents and contractors, reasonable access to the WQPZ Area for the purpose of inspecting, sampling, reconstructing, maintaining, or repairing the WQPZ Area in accordance with this Article XI and the City of Norman's WQPZ ordinance.

11.2.2. The dedication of the WQPZ Area to the City of Norman does not convey to the general public any rights of access to the WQPZ Area or the Property. Furthermore, the dedication is not a mandated public utility easement, right-of-way, or public trail system, or any portion thereof.

11.2.3. The Association shall, upon written request of the City of Norman, remove any temporary or permanent obstruction that prevents reasonable access to the WQPZ Area.

11.2.4. For purposes of this Article XI, the phrase "reasonable access" means an access path from the public street right-of-way to the WQPZ Area with a minimum twenty (20) foot width and a maximum ground slope of ten (10%) percent that is accessible by construction equipment or vehicles that may be needed to inspect, sample, reconstruct, maintain, or repair the WQPZ Area. Such access path shall remain free of obstructions that would hinder access such as retaining walls, permanent water bodies, gardens, amenities, and other items that would prevent access to the WQPZ Area.

11.2.5. The rights granted herein shall not be construed to interfere with or restrict the Declarant, Association, their administrators, successors, members, directors, officers, or assigns from the use of the Property, or any portion thereof, with respect to the construction and/or maintenance of property improvements on the Property, so long as the improvements do not impair the rights of access to the WQPZ Area granted to the City of Norman by this Article XI.

11.3. Municipal Enforcement.

11.3.1. The Public Works Department of the City of Norman shall inspect the WQPZ Area annually and following severe storms for evidence of sediment deposition, erosion, and concentrated flow channels. Notice shall be given to the Association at least twenty-four (24) hours prior to accessing the WQPZ Area, unless such notice is waived in writing by the Association.

11.3.2. If, after reasonable notice to the Association of any failure to maintain the WQPZ Area in compliance with the terms of this Article XI, the Association shall fail to take the necessary curative actions to maintain the WQPZ Area as set forth herein and other applicable legal requirements, the City of Norman may perform all necessary repair or maintenance work, and the City may assess the Association and the WQPZ Area for the cost of the work and applicable penalties. For the purposes of this Article XI, the phrase "reasonable notice" shall consist of no less than thirty (30) days of prior written notice sent to the Association by certified mail, return receipt requested, unless there are exigent circumstances requiring either immediate or shorter action than said thirty (30) day period would provide, in which case the City of Norman shall endeavor to provide the most amount of notice to the Association as would be reasonable under the exigent circumstances and such notice to the Association must state both (i) the fact that such exigent circumstances exist and (ii) the amount of time in which the Association has to perform the necessary curative actions.

11.3.3. In the event the City of Norman performs work on the WQPZ Area, in accordance with Section 11.3.2 above, and the cost of such work or applicable penalties is not paid by the Association within thirty (30) days of the Association's receipt of the amount owed, the City of Norman may record an Affidavit of Nonpayment of Maintenance Charges in the County Clerk's office for Cleveland County, Oklahoma, stating (a) the legal description of the Association's property upon which a lien is claimed, (b) the name of the Association, or the Association's successor that is last known by the City of Norman, and (c) the amount of the maintenance charges in detail that remain unpaid. The lien shall be created at the time of the filing and recording of the affidavit and such lien shall be superior to all other charges, liens, or encumbrances which may thereafter in any manner arise or be imposed upon said property of the Association, whether arising from or imposed by judgment or decree by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes and other liens as are by applicable law made superior.

11.3.4. It is understood by the Association that the City of Norman is under no past, present, or future obligation to expend public funds or take any other action whatsoever to maintain or improve the WQPZ Area.

11.3.5. The City of Norman and/or the Association 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 Article XI. The City of Norman and/or the Association shall have the right to include in their claim for relief a reasonable sum to reimburse them for their attorneys' fees and any other expenses reasonably incurred in enforcing their rights hereunder. Failure by the City of Norman or by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Neither shall failure by the City of Norman to enforce the provisions hereof be deemed a waiver of any provision hereof.

11.4. Miscellaneous.

11.4.1. This Article XI shall be appurtenant to and shall run with the Property. The obligations set forth herein shall be binding upon and inure to the benefit of the successors and assigns of the Declarant and any person claiming by, through, or under any of them and their respective successors and assigns. This Article XI, as set forth herein, fully executed, shall be filed as part of the Declaration with the County Clerk for Cleveland County, Oklahoma, and the filing of the same shall constitute constructive notice to all heirs, successors, transferees, and assigns of the Declarant of this Article XI and Declaration running with the land and notice of all stipulations made thereto.

11.4.2. This Article XI may not be amended or modified in any way without the prior written approval of the authorized officials of the City of Norman and that approval must be indicated on the face of any subsequently recorded document amending or modifying this Article XI. This amendment procedure shall not apply to any other term, provision, or article contained in this Declaration, provided that no other such amendment to this Declaration may, in any way, modify, circumvent, or alter the terms of this Article XI without the prior approval of the City of Norman.

11.4.3. Notwithstanding any other provisions of this Declaration, including, but not limited to the terms of this Article XI, so long as the Property or WQPZ Area is owned by the current entity, or by another subsequent entity as a developer or property association, including, but not limited to, the Association, the City of Norman's rights and remedies shall only be exercised or enforced against said legal entity and the City of Norman shall not seek to inflict any personal liability upon any owner, member, manager, or individual affiliated with such legal entity. It is not the intent of this Article XI to create or impose any rights, duties, obligations, or responsibilities directly on subsequent owners of individual lots within the Property, and the City of Norman's rights and remedies shall be exercised against the Association, and not any individual lot owners, for so long as the Association remains operational. In the event the Association is dissolved or otherwise unable to fully satisfy unpaid amounts owed to the City of Norman, after the City of Norman attempts to collect on a judgment or foreclose a lien against the Association, the City of Norman may, at the City of Norman's option, seek to assess the lot owners within the Addition in equal proportional amounts in order to recover any unpaid amount of the cost of work performed by the City of Norman on the WQPZ Area.

11.4.4. This Article XI may be waived, terminated, or modified only upon written consent of the City of Norman. No such waiver, termination, or modification shall be effective until such written consent is recorded in the office of the County Clerk for Cleveland County, Oklahoma.

11.4.5. The City of Norman, at the Declarant's cost, shall cause the Declaration, including this Article XI to be filed with the County Clerk for Cleveland County, Oklahoma. Each party hereto shall receive a duly executed copy of this Declaration for its official records.

ARTICLE XII

GENERAL PROVISIONS

12.1. General Enforcement. The Association, Declarant, 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, Declarant, 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. The prevailing party in any such litigation shall be entitled to the award of all attorneys' fees incurred, which shall be paid by the other party. The Association and Declarant shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of said Owner.

12.2. Municipal Enforcement. In the event the Association fails to maintain the Common Areas and a complaint is made to the City of Norman, the City of Norman shall have the right, after giving the Association thirty (30) days written notice and an opportunity to cure, to perform the maintenance work, in which event the amount expended by the City of Norman shall be deemed, for all purposes, a special assessment, as provided in Section 4.4 above, and the amount thereof shall be a lien on each Lot pursuant to Section 4.1 in an amount determined by dividing the amount expended by the number of Lots in the Property. Such a lien shall be evidenced by the filing by the City of Norman of a Notice in the office of the County Clerk of Cleveland County, Oklahoma, and shall be subordinate in the manner provided in Section 4.9.

12.3. Term and Amendments. The covenants and restrictions of this Declaration shall run with and bind the Property 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. The Declarant, so long as it owns one or more Lots within the Addition, including, but not limited to, Lots within future sections or additions of the Addition, may unilaterally amend this Declaration at any time by filing an amendment in the Office of the County Clerk of Cleveland County, Oklahoma; provided, however, no such amendment shall affect or impair the lien of any first mortgage upon any Lot or any warranty made by an Owner to a first mortgage in order to induce an agency or institution to make, purchase, insure, or guarantee any first mortgage on such Owner's Lot. In addition to the Declarant's amendment rights above, this Declaration may also be amended any time during the first twenty (20) year period by a vote of ninety percent (90%) of the total votes held by the Members, and any time after the initial twenty (20) year period by a vote of seventy-five percent (75%) of the total votes held by the Members. Evidence of the passage of such an amendment shall be the filing by the Association of an affidavit certifying that the amendment passed the requisite vote at a meeting of the Members.

12.4. Subsequent Additions; Annexation. The Declarant shall have the right, at any time, to annex additional property, including, but not limited to, additional Lots or Common Area, into the Addition and subject such property to the terms and conditions contained in this Declaration.

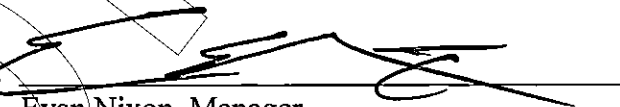
12.5. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect the remaining provisions, which shall remain in full force and effect.

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

12.7. Running with the Land. This Declaration set forth herein shall be appurtenant to and shall run with the real property described herein. The obligations set forth herein shall be binding upon and inure to the benefit of the successors and assigns of the owners of the property encumbered herein and any Person claiming by, through or under any of them and their respective successors and assigns. The obligations contained herein shall be construed as covenants and not as conditions, and any violation of any said covenants shall not result in a forfeiture or reversion of title or any easement granted hereby.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 15th day of July, 2021.

VARENNA LANDING, LLC

By: 
Evan Nixon, Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA)

COUNTY OF CLEVELAND)

ss:

The foregoing instrument was acknowledged before me this 15th day of July, 2021, by Evan Nixon, Manager of Varena Landing LLC.


Notary Public

My commission expires:

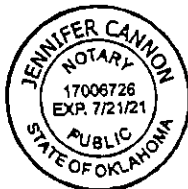


EXHIBIT A
to
DECLARATION OF COVENANTS

LEGAL DESCRIPTION
VARENNA LANDING ADDITION
(PREVIOUSLY PLATTED AS EAST LAND ADDITION)

NORMAN, CLEVELAND COUNTY, OKLAHOMA

Being a tract of land lying in the Southwest Quarter (S.W. 1/4) of Section Thirty-Four (34), Township Nine North (T9N), Range Two West (R2W), of the Indian Meridian (I.M.), Norman, Cleveland County, Oklahoma, and being more particularly described as follows:

COMMENCING at the Southeast corner of said S.W. 1/4; THENCE South $89^{\circ}50'21''$ West along the South line of said S.W. 1/4 a distance of 660.00 feet to the POINT OF BEGINNING;

THENCE continuing South $89^{\circ}50'21''$ West along said South line a distance of 560.00 feet;
THENCE North $00^{\circ}21'54''$ West a distance of 660.00 feet;
THENCE South $89^{\circ}50'21''$ West a distance of 100.00 feet;
THENCE North $00^{\circ}21'54''$ West a distance of 658.44 feet to the North line of said S.W. 1/4;
THENCE North $89^{\circ}50'21''$ East along the North line of said S.W. 1/4 a distance of 660.00 feet;
THENCE South $00^{\circ}21'54''$ East a distance of 1318.44 feet to the POINT OF BEGINNING.

Said tract contains 18.46 acres, more or less.

EXHIBIT B
to
DECLARATION OF COVENANTS

COMMON AREAS

Common Areas A – D as shown on the Preliminary Plat of Varenna Landing Addition, A Planned Unit Development, Approved by the Norman City Council on June 25, 2019 as PP-1819-1

The final locations of all common areas may change as the Property is final platted. The location of the common areas in the approved final plats shall govern and this Exhibit B shall be deemed automatically amended to reflect any such changes to the common areas within the Property.

The approximate location of the common areas within the Property are illustrated below:

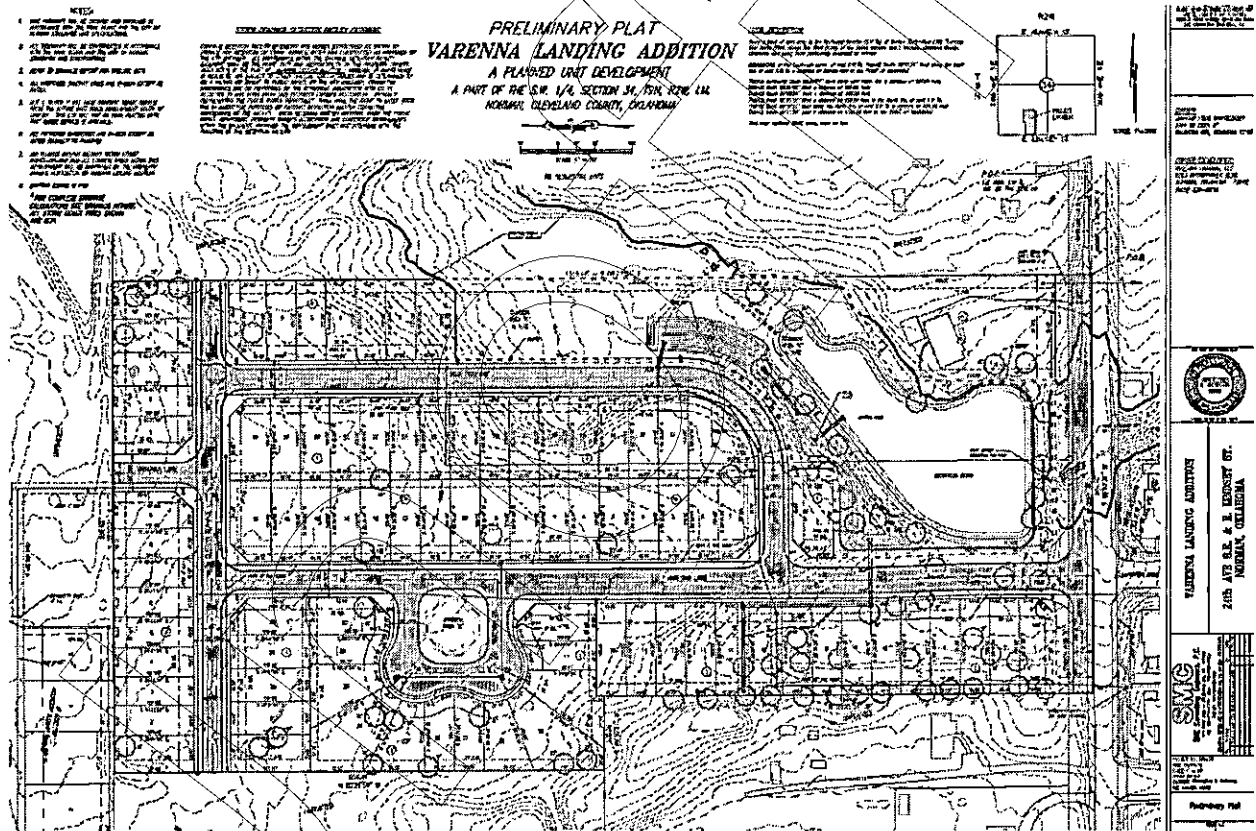


EXHIBIT C
to
DECLARATION OF COVENANTS

WQPZ AREA

Common Area C as shown on the Preliminary Plat of Varena Landing Addition, A Planned Unit Development, Approved by the Norman City Council on June 25, 2019 as PP-1819-1.

The final locations of all common areas may change as the Property is final platted. The location of Common Area C in the approved final plats shall govern and this Exhibit C shall be deemed automatically amended to reflect any such changes to Common Area C.

The approximate location of Common Area C is illustrated below:

