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**FIRST AMENDMENT AND REPLACEMENT TO THE DECLARATION
OF RESTRICTIVE COVENANTS OF
IDEAL BUSINESS PARK, AN ADDITION TO
THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA**

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Real Investments Inc., an Oklahoma for Profit Business Corporation, was the "Original Owner" of the property described in attached EXHIBIT A (hereafter referred to as the "Subject Property"); and

WHEREAS, the above-described Original Owner submitted the Subject Property and the improvements to be constructed thereon to Oklahoma's Real Estate Subject Property Act (Title 60 O.S. 1971, §§851, as amended) by filing the Declaration of Restrictive Covenants on December 29, 1994, at Book 2606, Pages 284-289, (the "Original Declarations"), records of the County Clerk's office for Cleveland County, Oklahoma;

WHEREAS, The Original Declaration allows for amendment as follows: "The owners of a majority of the square footage in Ideal Business Park, by written declaration signed and acknowledged by then and recorded in the Deed Records of Cleveland County, Oklahoma, may, at any time, alter, amend or extend such restrictions, conditions and covenants";

WHEREAS, the Subject Property consists of Lots as shown on attached EXHIBIT B, and is said to have an aggregate total land area of all Lots of approximately 229,802.68 square feet of land, and therefore a majority of owners representing at least a total of approximately 114,901.35 square feet of land are needed to make an amendment to the Original Declaration; and

WHEREAS, the owners of a majority of the square footage in the Subject Property ("Owners") desire to amend, replace and supplant in their entirety the said Original Declarations with a new document being this FIRST AMENDMENT AND REPLACEMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS OF IDEAL BUSINESS PARK, (the "First Amendment"), as hereinafter set forth, and with the intent that this document amend, replaces and supplants the Original Declaration in its entirety going forward.

NOW, THEREFORE, effective as of the date of the last signature put forth herein, the Owners do hereby amend, replace and supplant the Original Declaration in its entirety, pursuant to the right and authority granted to them by the Original Declaration, as follows to-wit:

The intent of this document is to amend, replace and supplant all prior and existing covenants of record as filed against the Subject Property, including but not limited to the Original Declarations. This FIRST AMENDMENT AND REPLACEMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS OF IDEAL BUSINESS PARK is intended to be, and is hereby adopted as, the amendment and replacement of the Original Declarations of Restrictive Covenants of Ideal Business Park. Therefore, the property, ownership, leasing, and use of the Lots within the Subject Property, and construction of all improvements thereon, shall

be subject to the following conditions, covenants, reservations, and restrictions, which shall run with the Subject Property and be binding upon all owners and occupants to any property therein (herein the “**Declaration**”):

1. **Protective Covenants.** The general purpose of this Declaration is to help assure that the Subject Property will become and remain an attractive place consistent with a professional office park; to ensure the most appropriate improvement of the Subject Property; to guard against the construction of poorly designed or planned structures; to promote and maintain the highest and best uses of the Subject Property commensurate with the allowable use classifications put forth herein for this Subject Property. Owners hereby impose the following restrictions, covenants and reservations, which shall run with the Subject Property and to which it shall be incumbent upon successors in title to adhere. For the purposes of these declarations, the following definitions shall apply:

- (a) “Owner” or “Member”: One or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.
- (b) “Person”: A natural person, a corporation, a partnership, a trustee, a limited liability company, or any other legal entity.
- (c) “Lot”: A platted legally designated lot within a designated block of the Subject Property as shown on a recorded plat of the Subject Property, whether improved or unimproved, which may be independently owned and is intended for Subject Property, use, and occupancy as an attached or detached habitable building(s) or parking lot or other site improvements. The term shall refer to the land, if any, which is part of the Lot as well as any improvements thereon.
- (d) “Building”: One or more building improvements lying within the Subject Property.
- (e) “Pre-existing Improvements”: Any temporary or permanent improvement upon a Lot or the Subject Property which exists on any Lot or the Subject Property regardless of whether it was approved or conforming under the Original Declarations as of the date that this First Amendment to the Declaration of Restrictive Covenants of Ideal Business Park is filed with the County Clerk’s office for Cleveland County, Oklahoma.

1.1 **Pre-existing Improvements Grandfathered.** Any Pre-existing Improvement shall be deemed permissible and thereby grandfathered in as an acceptable improvement and shall not be subject to the Requirements of Sections 2 or 3.

2. **Architectural Control Committee.** Except with respect to any Pre-existing Improvements, no temporary or permanent improvement, construction, shop, Building, assembly, edifice, erection, storage container, shed, storage trailer, recycling station, trash

container, dumpster, enclosure for trash container or dumpster, sign, billboard, lighted billboard, electronic display, advertisement, fence, landscape bed or structure, of any kind, size, type or nature shall be constructed, placed, added, demolished, revised, changed, formed, enlarged, remodeled, renovated, installed, built, created, raised, or altered on any Lot in the Subject Property until the proposed details and character of all such detailed building plans, site plans, elevations of all exterior facades, specifications, signage, graphics, logos, verbiage, sizes, dimensions, locations, color choices, material uses, qualities, textures, parking areas, service areas, entries, walls, roofs, windows, uses, doors, fences, trash enclosures, products, lighting, forms, shapes, aesthetics, pavement plans, fences, and landscaping plans, and additionally any proposed changes to the zoning or land use or platting of any Lot, have been previously submitted, reviewed and approved in writing as to conformity and harmony of all aspects of the external design and imagery and use as compared with the Lot Owners' vision for the overall Subject Property and the remainder of the Lots in the Subject Property, as determined by a greater than fifty percent (>50%) simple majority vote of the members of an architectural control committee, (herein the "**Committee**"), in their sole, exclusive, absolute and unreviewable discretion, or by any person or persons designated in writing by said Committee. It is the intent of this provision that the Committee shall have the absolute right and power to review and approve or deny any action that might result in any change in the appearance of any habitually placed or long-term temporary items, or any permanent items, placed or maintained on any Lot by any Lot Owner or tenant or occupant. Authority of the Committee shall apply to interior of the Subject Property's Buildings only to the extent that such improvements, re-models, or other construction may be reviewed which shall not interfere with Owners use and business conducted on the Lot: (1) to ensure the materials used are of first-class quality and the labor performed is in a first-class workmanlike manner with high-quality results; (2) to approve and control the improvements of the interior that are overtly apparent from the exteriors of the Buildings; and (3) to ensure compliance with the allowable use provisions contained herein are met.

- (a) Committee Member Election. The Committee shall be composed of three individuals that are representatives of ownership of three different Lots and that are elected to the Committee by a simple majority vote of the Lot Owners, with each Lot having one vote. Neither the members of the Committee, nor any designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. Any specific guidelines set forth herein as to design criteria remains subject to application and interpretation of the Committee as it pertains to each improvement planned on all Lots in the Subject Property.

A majority of the Lot Owners hereby elect the following to serve as the Committee, and they shall continue to serve until such time a new Committee is elected:

Dawn D. Hallman, J.D., 2230 McKown Drive;
 Kimberly M. Wise, M.D., 2201 McKown Drive; and
 Carrie Foster, J.D., 2150 McKown Drive.

(b) Submittal to Committee. Prior to the commencement of any action that might fall under the review requirements of the Committee, the Owner of the Lot proposing such action shall submit a copy of a detailed application for approval to each member of the Committee, in care of such member Lot Owner's last known addresses as found on the Cleveland County Assessor's property card for the mailing address of the Owner, which shall include extensive and detailed information that substantially informs each member of the Committee of all aspects of the proposed action on the Lot, and requesting approval of the Committee for consent to such action. **At a minimum, all of the following information must be submitted for review to the Committee before the Committee shall have any obligation to begin a review of any proposed Subject Property on any Lot, and before the response time of the Committee even begins to toll:**

- A. Detailed architectural plans, specifications, and construction documents, including but not limited to all site plans, landscaping and fencing plans, signage plans, floor plans, roof plans, pavement plans, exterior elevations, and building sections, showing sufficient detail and information of all proposed items to be located on each Lot for the Committee to make an informed decision about the quality and quantity of all items in the proposal;
- B. Material, texture, and color selections of all materials to be included on all exterior improvements on each Lot;
- C. A site plan showing all cross-access, fire, sanitation and vehicular circulation patterns, and how such circulation coordinates with adjacent properties – such site plan must be submitted in paper documents and electronically in pdf format; and
- D. Any other information as may be required by the Committee in order to fully understand the details of the proposed improvements, or proposed rezoning or plat changes, to each Lot in the Subject Property.

Upon receipt of written approval from the Committee, Lot Owner shall, as soon as is practicable, satisfy all conditions of such approval, if any, and proceed with the proposed work. If such work does NOT commence within one (1) year from the date of approval, then the Lot Owner must again seek approval from the Committee. If the Owner applicant's submittal is incomplete in any manner whatsoever, or does not conform exactly and entirely with the submittal requirements herein, it shall be automatically deemed denied. Further, if Committee does not provide a response within thirty (30) days of a complete submittal, then such submittal shall be deemed denied. Upon receipt of a denial from the Committee, by writing or lapse of time, such proposed work shall be barred from being carried out and no similar application that has not been revised with any changes that were suggested by the Committee can be submitted with

the Committee for a period of another ninety (90) days' time. **EVERY LOT OWNER IS HEREBY ON NOTICE THAT A LOT OWNER PROCEEDS ENTIRELY AT THEIR OWN RISK IF THEY BEGIN IMPROVEMENTS OR WORK OF ANY KIND ON ANY LOT IN THE ADDITON WITHOUT FIRST RECEIVING WRITTEN APPROVAL FROM THE COMMITTEE – WHICH CANNOT EVEN BE CONSIDERED UNTIL ALL SUBMITTAL ITEMS HAVE BEEN PROVIDED TO THE COMMITTEE. VERBAL APPROVAL FROM THE COMMITTEE OR ANY MEMBER OF THE COMMITTEE IS NOT A VALID APPROVAL. IN THE EVENT THAT AN OWNER PROCEEDS WITH IMPROVEMENTS WITHOUT PRIOR WRITTEN APPROVAL FROM THE COMMITTEE, AND THE COMMITTEE LATER DETERMINES IN THE COMMITTEE'S DISCRETION THAT SUCH IMPROVEMENTS DO NOT MERIT APPROVAL, THEN THE COMMITTEE MAY REQUIRE THE LOT OWNER TO REMOVE ALL SUCH IMPROVEMENTS AT LOT OWNER'S EXPENSE, OR ANY LOT OWNER MAY HAVE THE IMPROVEMENTS REMOVED AND THE COST OF SUCH REMOVAL PLACED AS A LIEN AGAINST THE LOT OWNER'S PROPERTY.**

- (c) Committee Members Held Harmless. Neither the Committee nor any member, manager, employee, relative, associate, representative, or agent thereof, shall be liable to any person or entity submitting plans for approval, or any other person or entity, 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 submittal, or for any other action in connection with the Committee's duties hereunder.

3. Owner Requirements. In addition to the requirement of each Lot Owner to obtain Committee approval, each Owner shall at all times develop and maintain, at such Owner's sole cost and expense, their respective Lots in a proper manner and in conformance with each of the following requirements (which such requirements extend to tenants as well to the extent such exist):

- (a) Lot Maintenance. Each Owner shall at all times, and at such Owner's sole cost and expense, keep its Lot and all improvements thereon in good order, condition and repair, and free of trash and other unsightly material.
- (b) Nuisances. No noxious or offensive activity or trade 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 Owners of other Lots in the Subject Property. All Lot Owners shall use their best efforts to keep noise, excessive light, dust, vibrations, noxious fumes, or odors from being emitted beyond the property line of the Lot on which the use is located and, without obtaining the consent of the Committee, no materials or equipment shall be kept, stored or displayed outside the confines of a building.

- (c) Signs and Fences. Except for a sign or fence that is a Pre-existing Improvement, no fence shall be installed on any Lot unless written permission is first obtained from the Committee
- (d) Building Maintenance. Each Lot Owner shall, at the Lot Owner's expense, keep all buildings, paving, structures, and other improvements on the Owner's Lot in good repair and condition and in a clean and sanitary condition, and shall do all maintenance, redecorating, painting and other upkeep which may be necessary from time to time to maintain the good appearance and condition thereof. The intent is that the Subject Property will be kept up as a first-class professional business office park, within the allowable uses set forth herein.
- (e) Refuse. Prior to occupancy of any building, garbage cans, dumpsters, and all refuse areas shall be completely screened so that they will not be visible from neighboring Lots or visible from any public street. Screening material and method of screening must be approved by the Committee. No trash or refuse shall be allowed to accumulate or remain upon any Lot.
- (f) Exteriors. Every aspect of all exteriors shall be subject in all cases to Committee review, and thus approval or denial by such Committee. No window-type air conditioners, or HVAC systems with exterior duct work, are to be installed or used in any Building.
- (g) Landscaping. Landscaping of the exterior of the Subject Property on each Lot shall be maintained in first class condition with all vegetation neatly pruned and trimmed, and all lawns treated for weeds and free of unsightly growth, and with all lawns regularly mowed, bagged, edged and blown clean at least every two weeks during growing season. Any dead landscaping or vegetation shall be promptly removed and if the absence thereof materially affects the landscape, shall be replaced with new landscaping or live vegetation.
- (h) Exterior Lighting. All exterior lighting systems on buildings or structures or on lighting poles will be kept clean and relamped to promote efficiency of systems and safety. The appearance of all bulbs shall be operable and lighted or on photocell sensors, and shall be on throughout each night, except as may be otherwise required by governmental or utility requirements which preempt these Amended Declarations.
- (i) Display of Merchandise; Exterior Advertising. No merchandise may be displayed or stored on the exterior of any buildings on any sidewalk, parking lot, drive lane, or exterior surface on any Lot in the Subject Property. Except for advertising or signage that is Pre-existing Improvements, no exterior advertising or signage of any kind may be placed without the expressed written consent of the Committee. Advertising or signage which is inside a Building but placed in a window or doorway or placed such that it is clearly visible from the street or another Lot,

such as lighted, neon, or similar methods of drawing attention to it, shall be considered exterior advertising or signage.

(j) Use of Lots. The Lots and any building or structure now or hereafter erected on a Lot, regardless of zoning, shall be occupied and used as a professional office park and for ONLY any of the following:

1. Office buildings and offices for such professional services as accountant, architect, attorney, business or management consultant, court reporter, dentist or dental surgeon, engineer, geologist or geophysicist, insurance agency, investment advisor, securities broker, linguist, landscape architect, optometrist, optician, osteopathic physician, planning consultant, property management, psychologist, physician, surgeon, registered nurse, therapist, veterinarian or veterinary hospital; provided, however, that no retail sales nor stock of goods shall be permitted other than the incidental sale of merchandise within the above professional offices, or pharmacy sales only in a building providing space for medical offices. Funeral homes and mortuaries shall not be considered professional services permitted on the Subject Property.
2. Art Galleries.
3. Assembly Halls of non-profit organizations
4. Churches
5. Libraries
6. Museums.
7. Medical uses, but **NOT** including any form of marijuana or cannabis, sales, distribution, processing, growing, or use.
8. Photo Studio
9. Schools and schools for vocational training.

Provided, however, that all of the above listed uses are designed to have only limited contact with the general public, and their operation does NOT involve the sale of merchandise at retail, except incidental to the primary professional business operation; and further provided that no smoke, noise, odor, dust or other element of operation is more intense than that normally generated in a professional office on the Subject Property. In addition, the following uses are acceptable subject to the terms and provisions of these Amended Declarations:

- A. Recreation uses associated with any of the uses listed above and maintained primarily for the benefit and use of the occupants thereof.

- B. Shops and stores associated with and incidental to the uses listed above maintained for serving only the occupants thereof.
 - C. Buildings and structures and uses customarily incidental to the above uses and approved by the Committee in accordance with Section 2.
 - D. Name plate and signs relating only to the use of the premises and services provided therein excepting any name plate or sign already existing as of the date this First Amendment to the Declaration of Restrictive Covenants of Ideal Business Park is filed with the County Clerk's office for Cleveland County, Oklahoma.
 - E. Signage as existing as of April 25, 2022, is hereby confirmed to be acceptable as per the Original Declarations.
- (k) No activities shall be conducted on any portion of the Subject Property and no improvements constructed on any portion of the Subject Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon any portion of the Subject Property, no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces. Notwithstanding the foregoing, no Owner or Tenant shall be restricted by these Amended Declarations from their right to carry and use a legally owed or possessed firearm for protection of their person or property.
- (l) No article deemed to be unsightly by the Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, and buses shall not be parked or stored on any exterior areas that are visible in any way to the public street or other Lots. No landscape maintenance equipment shall be kept visibly on the exterior of any Lot, except when in actual use. No repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs) on the exterior of any Lot.
- (m) Animals. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on any portion of the Subject Property. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on any portion of the Subject Property other than on the Lot of its Owner unless confined to a leash. Except for animals which are domestic household pets that are under temporary veterinary care for the owners or custodians of such animals which are kept

within a building on a Lot, no animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on any portion of the Subject Property. No kennels or breeding operations shall be allowed. No animal shall be allowed to run at large, and any domestic household pet shall be kept within a Building or other enclosed area which must be reasonably clean, sanitary, and free of refuse, insects and waste at all times.

- (n) No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons within the project shall be permitted.
- (o) No trucks, boats, campers, recreational vehicles, motor homes or large commercial vehicles, nor any vehicle in the process of being repaired or otherwise presently inoperable, shall be stored or parked on the exterior of any Lot.
- (p) No heavy-loaded trucks or vehicles requiring a Commercial Driving License shall be stored or parked on the exterior of any Lot within the Subject Property, except to the extent allowed for delivery or short-term construction.
- (q) Radio or Television Transmitting Device. No radio or television transmitting device shall be allowed on any Lot with an exposed or exterior antenna, dish or other transmitting apparatus placed or maintained outside of or on the roof of any Building on any Lot.
- (r) Each Lot Owner shall make a good faith effort, to the best of their ability, to ensure that the employees and regular visitors to such Owner's Lot park only within that Lot. This does NOT allow for unloading and service vehicle or delivery vehicle parking across the Lots of any kind, such as parking on one Lot for purposes of delivering or picking up items on a different Lot. In addition, employees, visitors, guests, and customers shall NOT be allowed to cross-park over onto any other Lot that they are not visiting. This does NOT allow for cross-parking of non-passenger related vehicles, such as, but not limited to, delivery trucks, large trucks, and service vehicles. Cross-park means parking a vehicle on a Lot that is not the Lot being used or visited by the person parking the vehicle.
- (s) No fuel station selling or providing fuel publicly or privately for any kind of automobile or engine powered devices whatsoever whether the same includes or incorporates other business or purpose shall be allowed on any Lot regardless of design or features.
- (t) No underground, ground level or above ground storage tanks for fuel of any kind for any kind of automobile or engine powered devices shall be installed in or on any Lot or anywhere on the Subject Property.
- (u) No restaurant or carry-out food facility or business shall be allowed on any Lot regardless of design or features.

- (v) No marijuana or cannabis business of any kind shall be allowed on any Lot, regardless of whether or not marijuana or cannabis is the primary feature of the business. This includes, but is not limited to, growing, processing, retailing or wholesale selling, distributing plants or buds, selling eatables/edibles, concentrates, or any form or part of marijuana or cannabis.

4. **Insurance.** Each Owner shall be required to obtain and keep in force and effect at all times property and casualty including business invitee liability insurance existing on their Lot(s), at their own expense; for all Buildings and Improvements on their Lot and on all furnishings and decorations and other items of real and personal property belonging to an Owner. Such insurance coverage in force and effect at all times within each Lot is specifically made the responsibility of the Owner thereof. All policies shall provide for full replacement costs of all Buildings and improvements on the Lot, and shall be written with a company licensed to do business as an insurer in the State of Oklahoma and holding a rating of A (Excellent) AM Best rating or better in the financial category as established by Best's Insurance Reports, if such company is available, or, if not available, the best rating available or its equivalent rating. A copy of the Declaration Page of such Insurance (with any confidential information of the insured redacted by the insured) and the name and business contact information of the Insurance agent that sold the policy if applicable, shall be provided to the Committee upon request for same.

5. **Damage by Casualty.** If any part of the improvements on any Lot is destroyed or damaged by fire or other casualty, then the Owner of the affected Lot, at its sole expense, forthwith shall clear and restore the affected areas. The restoration may be either by (a) rebuilding the Building(s) and other improvements, or by clearing any debris from the improvements and either paving such for parking, or (b) returning the Lot to substantially the natural state in which it existed prior to the beginning of construction of the Building and improvements.

6. **Utility and Drainage Easements.** Utility and drainage easements, if any, for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Subject Property. Within these utility reserves no structures, improvements, buildings, pavements, plantings or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utilities, or which may change the direction or 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, unless such items are first approved by the Committee. The utility and drainage easements on each Lot and all improvements permitted therein shall be maintained continuously by the owner of the 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 Lot Owner's responsibility and it shall be the responsibility of each Lot 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 property owner's Lot; and

- (b) To 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.

7. **Amendment.** This Declaration and the respective covenants, provisions, terms, conditions and agreements herein contained shall be binding upon the parties hereto, all Lot Owners, their heirs, executors, administrators, successors, legal representatives and assigns and shall apply to any parcels subdivided from Lots described herein for twenty (20) years from the date of recording, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of at least fifty percent (50%) of the Lots in the Subject Property, agreeing to terminate or amend these covenants, in whole or in part, has been recorded at such time after twenty (20) years from the filing hereof. In addition, subject to those provisions, these Declarations may be amended at any time with a recorded and acknowledged written amendment if the amendment is approved by at least a fifty percent (50%) majority of the Lot Owners through a vote taken as per each Lot Owner's voting rights.

8. **Entire Agreement.** This Declaration constitutes the entire agreement among the parties hereto and supersedes any prior agreements, whether written or oral, among the parties hereto with respect to the subject matter hereof. This Declaration shall be construed, performed and enforced in accordance with the laws of the State of Oklahoma.

9. **Severability.** If any term or provision of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Declaration shall be valid and be enforced to the fullest extent permitted by law.

10. **Gender.** If the context in which the words are used in the Declaration indicates that such is the intent, words of the singular number shall include the plural and vice versa, and words of the masculine gender shall include the feminine and neuter genders and vice versa.

11. **Paragraph Headings.** Paragraph headings used in this Declaration are solely for the convenience of the parties hereto and shall not in any manner limit or construe the substantive terms therein.

12. **Private Agreement.** Nothing contained herein is intended to create any dedication of rights in and for the benefit of the general public in all or any portion of the Lot Owner's parcel and/or the Subject Property.

13. **Nonforfeiture.** Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Lot in the Subject Property.

14. **Enforcement.** If an Owner of any Lot in the Subject Property, or any of the successors in interest, or their heirs, or assigns, or any person or persons or entities claiming under them, or any occupant or person in possession of property in the Subject Property, shall violate (or attempt or plan to violate) any of the covenants or other provisions herein, it shall be lawful for a Lot Owner or any person or entity owning any real property situated in the Subject Property (including but not limited to any Lot owners, and/or the Lot Owner) to enforce litigate and prosecute any proceedings at law or in equity against the person and/or entity violating or attempting to violate any such covenant, and to prevent them from doing so and/or to recover damages or other remedies for such violation. In any actions undertaken to enforce any covenant authorized pursuant to the provisions of these Declarations, whether such actions are through litigation and/or through actions undertaken prior to the commencement of any litigation, the enforcing party shall be entitled to recover all reasonable attorney's fees, third party management expenses, discovery expenses, collection expenses, witness fees, court costs, postage, filing fees, traveling expenses, and any and all costs incurred in enforcing the declarations against a party in violation of them. Failure of a Lot Owner or any other person or entity to enforce any provision of this Declaration upon breach, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to any similar breach occurring prior or subsequent thereto. Issuance of a construction permit, or rezoning, or license which may be in conflict with the restrictions set forth herein shall not prevent or have any effect upon the validity of a Lot Owner from enforcing the restrictions set forth herein. The right and remedies of the Lot Owners shall be cumulative and may be exercised in law and/or equity, and no one right or remedy shall be construed as exclusive of any other. The exercise of any one right or remedy by a Lot Owner shall not preclude the exercise of any other right or remedy at the same or any subsequent time. At a minimum, each occurrence of a violation of the Declaration may be deemed to have a minimum floor of damages of \$1.00 per each day that the violation is found to have occurred. Such minimum floor damages are in addition to recovery of all costs, expense, expert witness fees, court costs, filing fees, mailing costs, attorneys fees, and all other expenses that occur through enforcement of such violation, including but not limited to expenses that are incurred before any litigation may be filed. Further, damages may be found to be higher than the minimum floor amount, as that amount shall not be deemed to be determinative of the particular damages occurred, and shall not be deemed a liquidated damage. All enforcement expenses and damages may be filed as a lien upon the offending Lot in the event that the offending Lot Owner fails to pay such expenses and damages, and said lien shall be subject to foreclosure in such action so brought to enforce such restrictions in the same manner as liens upon real estate, the procedure of which is fixed by statute.

15. **Time.** Time is of the essence in each of the individual provisions herein.

16. **Notices.** All notices and approvals required or permitted under this instrument shall be served by certified mail, return receipt requested, to a party at the last known address of its principal place of business. Date of service of notice or approval shall be the date on which such notice or approval is deposited in a Post Office of the United States Postal Service or any successor governmental agency. Should a Lot be subdivided by separate ownership, the party who owns the largest portion thereof is irrevocably appointed attorney-in-fact for all parties who

may own an interest in the Lot to receive all notices and to render all approvals hereunder, which receipt of notices and delivery of approvals shall be binding on all such parties.

IN WITNESS WHEREOF, the undersigned, as a majority of the square footage land area of the Lot Owners of all of Lots in the Subject Property, hereby executes the same with the intention to replace, revoke, and amend all prior declarations, covenants, and restrictions, as affected the Subject Property, as of the date and year shown in the acknowledgment.

Owner, Rock & Sky, LLC, an Oklahoma Limited Liability Company
Owner of Lot 10, Block 1, representing approximately 7,405.2 SF of land area, according to Cleveland County Assessor.

By: *Shavla Jones, Manager*
Manager

Dated: May 9, 2022

ACKNOWLEDGEMENT

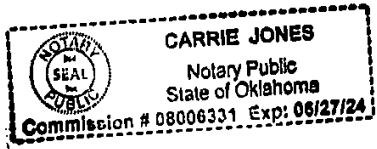
STATE OF OKLAHOMA)
)
COUNTY OF CLEVELAND) SS.

The foregoing instrument was acknowledged before me on this 9th day of May, 2022 by Shavla Jones, Manager Rock & Sky, LLC, an Oklahoma limited liability company, on behalf of such company.

SEAL:

Carrie Jones
NOTARY PUBLIC

My Commission expires: 6-27-2024



Owner, Xiaohai Li, an Individual
Owner of Lot 9, Block 1, representing
approximately 8,276.4 SF of land area, according to
Cleveland County Assessor

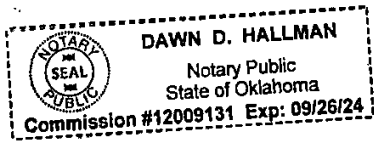
By: [Signature]
Xiaohai Li, an Individual
Dated: 5-9-2022, 2022

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me on this 9th day of May,
2022 Xiaohai Li, an individual.

SEAL:



[Signature]
NOTARY PUBLIC

My Commission expires: 9/26/2024

Owner, PCF Holdings, LLC, an Oklahoma Limited Liability Company

Owner of Lot 6, Block 1, representing approximately 9,147.0 SF of land area, according to Cleveland County Assessor

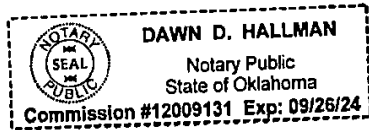
By: *Paul Foster*
Paul Foster, Manager
Dated: May 6, 2022 2022

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me on this 6th day of May, 2022 by Paul Foster as Manager of PCF Holdings, LLC, an Oklahoma limited liability company, on behalf of such company.

SEAL:



[Signature]
NOTARY PUBLIC

My Commission expires: _____

Owner, 3 BROWN DOGS, LLC, an Oklahoma Limited Liability Company
Owner of Lot 5B, Block 1, representing approximately 20,908.8 SF of land area, according to Cleveland County Assessor

By: [Signature]
ANDREW DINE, Manager
Dated: May 9, 2022

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me on this 9th day of May, 2022 by Andrew Dine, as Manager of 3 BROWN DOGS, LLC, an Oklahoma limited liability company, on behalf of such company.

SEAL:

[Signature]
NOTARY PUBLIC

My Commission expires: 8/17/24

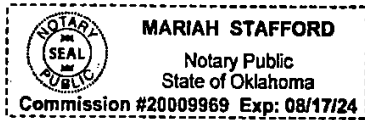


EXHIBIT A

The Property or Subject Property:

Legal Description of: Ideal Business Park

A part of the N/2, SW/4 of Section 1, Township 8 North, Range 3 West, of the Indian Meridian, Norman, Cleveland County, Oklahoma more particularly described as follows:

COMMENCING at the Northwest Corner of the SW/4 of said Section 1;

THENCE South 0 degrees 05 minutes 20 seconds West, a distance of 150.00 feet to the POINT OF BEGINNING;

THENCE North 89 degrees 48 minutes 00 seconds East, a distance of 337.10 feet to a point;

THENCE around a curve in a clockwise direction having a delta angle of 14 degrees 35 minutes 00 seconds, an arc distance of 508.69 feet, a radius of 1998.59 feet, and a chord of South 82 degrees 54 minutes 30 seconds East, a distance of 507.32 feet to a point;

THENCE South 0 degrees 16 minutes 19 seconds West, a distance of 281.21 feet to a point;

THENCE South 89 degrees 50 minutes 26 seconds West, a distance of 839.74 feet to a point;

THENCE North 0 degrees 05 minutes 20 seconds East, a distance of 345.00 feet to the POINT OF BEGINNING containing 6.41 acres More or Less.

AND also known as:

All of the Lots and Blocks of the IDEAL BUSINESS PARK, an Addition to the City of Norman, Cleveland County, Oklahoma, according to the plat recorded on December 29, 1994, at Book 16, Page 191, and then through a REPLAT, as recorded on October 31, 2000, at Book 19, Page 4, in the records of the County Clerk's office for Cleveland County, Oklahoma.

AND also known as:

Lots 1, 2, 3A, 5A, 5B, 5C, 5D, 6, 7, 8, 9, 10, 11, 12, Block 1, of the IDEAL BUSINESS PARK, an Addition to the City of Norman, Cleveland County, Oklahoma.

EXHIBIT B**OWNER/PROPERTY INFORMATION**
FROM CLEVELAND COUNTY ASSESSOR ON 5-10-2022

OWNER AND MAILING ADDRESS	ADDRESS	LEGAL DESCRIPTION	LOT AREA IN SF
Republic Bank of Norman PO Box 5369 Norman OK 73070-5369	2301 McKown Dr	IDEAL BUSINESS PARK LOT 1 BLK 1 LESS BEG NW/C LT 1 E55.13' S 42D W81.69' N60' POB	40,946.40
Republic Bank of Norman PO Box 5369 Norman OK 73070-5369	2261 McKown Dr	IDEAL BUSINESS PARK LOT 2 BLK 1	19,166.00
Gabella Eye, LLC 2201 McKown Dr Norman OK 73072	2201 McKown Dr	IDEAL BUSINESS PARK LT 3A BLK 1 AKA LT 3 AND 4	33,671.88
Pasque, Tammy M-Liv Trt-Trtee 2512 OJ Talley Cir Norman OK 73072	2151 McKown Dr	IDEAL BUSINESS PARK REPLAT BLK 1 LT 5 LT 5A BLK 1 AKA PRT LT 5A BEG NW/C LT 5A C/R (R=1998.59') CB S 81D E103.14' S124' W68.43' C/L (R50') CB N 54D W42.67' N114.95' POB	13,068.00
3 Brown Dogs, LLC 825 NW 16th St Oklahoma City Ok 73106-6401	2121 McKown Dr	IDEAL BUSINESS PARK REPLAT PRT BLK ` LT 5 LT 5B BLK 1 AKA PRT LT 5A AND ALL LT 5B BEG NW/C LT 5A C/R (R=1998.59') CB S 81D E103.14' POB C/L (R=1998.59') CB S 77D E148.71' S118.14' W206.24' C/L (R=50') CB N 14D W26.18' E68.43' N124' POB	20,908.80
Redeemed Christian Church of God 2101 McKown Dr Norman Ok 73072	2101 McKown Dr	IDEAL BUS PK-REPLAT PRT BLK 1 LT 5 LT 5C BLK 1	26,572.00
2350 McKown Drive, LLC 2230 McKown Dr Norman Ok 73072-6677	2120 McKown Dr	IDEAL BUS PK-REPLAT PRT BLK 1 LT 5 LT 5D BLK 1	13,504.00
PCF Holdings, LLC 2150 McKown Dr Norman Ok 73072-6676	2150 McKown Dr	IDEAL BUSINESS PARK LOT 6 BLK 1	9,147.00
McDonald & Fisher, LLC 2200 McKown Dr Norman Ok 73072-6677	2200 McKown Dr	IDEAL BUSINESS PARK LOT 7 BLK 1	10,018.80
Artemis Enterprises, LLC 2230 McKown Dr Norman Ok 73072	2230 McKown Dr	IDEAL BUSINESS PARK LOT 8 BLK 1	10,019.00

Li, Xiaohai 1133 Robin Hood Ln Norman Ok 73072	2260 McKown Dr	IDEAL BUSINESS PARK LOT 9 BLK 1	8,276.40
Rock & Sky, LLC 2300 McKown Dr Norman Ok 73072-6678	2300 McKown Dr	IDEAL BUSINESS PARK LOT 10 BLK 1	7,405.20
Bauman Properties, LLC 2330 McKown Dr Norman Ok 73072-6629	2330 McKown Dr	IDEAL BUSINESS PARK LOT 11 BLK 1	7,516.00
2350 McKown Drive, LLC 2230 McKown Dr Norman Ok 73072-6677	2350 McKown Dr	IDEAL BUSINESS PARK LOT 12 BLK 1	9,583.20
TOTAL SF			229,802.68