

OKLAHOMA CITY

URBAN RENEWAL AUTHORITY

Request for Proposals for Property located between Russell M. Perry Street, Main Street, NE 1st Street, and NE 2nd Street, platted pursuant to the Final Plat of The Hill at Bricktown, Section 3

RFP Release Date: Thursday, April 1, 2021

Pre-submission Meeting Date: Friday, April 30, 2021 at 10:00 a.m.

The pre-submission meeting will be held by teleconference. To participate, the pre-submission meeting can be accessed online at: <https://us02web.zoom.us/j/81954274271>; or by dialing +1-346-248-7799; Meeting ID: 819 5427 4271; Passcode: 1.

Attendance is recommended but not mandatory.

RFP Responses Due:

Friday, July 30, 2021 at 3:00 p.m. at the offices of:
Oklahoma City Urban Renewal Authority
105 N. Hudson Street, Suite 101
Oklahoma City, OK 73102

Responses may be submitted via email and/or mail. A Good Faith Deposit of \$25,000 must be submitted with the proposal. The RFP narrative describes the specific submittal requirements.

Contact Person for Questions Concerning this RFP:

Cassi Poor, Director of Real Estate Development, cassi.poor@theallianceokc.org

Contents

I.	BACKGROUND & REDEVELOPMENT OPPORTUNITY.....	4
	Existing Matters to be addressed by Redeveloper with Existing HOA Board	6
II.	SITE CONTEXT	6
III.	LEGAL DESCRIPTION	11
IV.	REDEVELOPMENT POLICIES AND REGULATORY DOCUMENTS.....	11
	Zoning	11
	Additional Information	12
V.	SUBMITTAL REQUIREMENTS	12
	A. CONCEPTUAL DEVELOPMENT PLAN	12
	B. DESIGN OBJECTIVES	12
	C. MARKET FEASIBILITY OF CONCEPTUAL DEVELOPMENT PLAN	13
	D. REDEVELOPER QUALIFICATIONS AND FINANCIAL ABILITY TO EXECUTE THE PROPOSED REDEVELOPMENT	13
	Qualifications of Redevelopment Team	13
	Financial Ability to Execute the Proposed Development Plan.....	14
	E. TIMEFRAME TO COMPLETE	15
	F. PURCHASE PRICE.....	15
	G. GOOD FAITH DEPOSIT	15
	H. SUMMARY OF SUBMISSION REQUIREMENTS.....	16
VI.	REVIEW OF RFP SUBMISSIONS: CRITERIA AND TIMELINE	16
VII.	OPTIONAL COMPETITIVE NEGOTIATIONS	18
VIII.	OCURA’S RIGHT	18
IX.	CONDITIONAL REDEVELOPER DESIGNATION	18
X.	PREPARATION AND APPROVAL OF REDEVELOPMENT AGREEMENT	18
	EXHIBIT A: Legal Description and Depiction of the Redevelopment Site.....	20
	EXHIBIT A-1: Final Plat	21
	EXHIBIT A-2: PUD-1132.....	22
	EXHIBIT A-3: The Hill Declaration of Covenants, Conditions, and Restrictions (DCCRs)	23
	EXHIBIT A-4: Photos of The Hill	24
	EXHIBIT A-5: Photos of Existing Site Conditions.....	26
	EXHIBIT B	28
	FORM 1: CERTIFICATION of READING and UNDERSTANDING	29

FORM 2: REDEVELOPMENT PROPOSAL	30
FORM 3A: REDEVELOPER’S STATEMENT for PUBLIC DISCLOSURE	31
FORM 3B: CERTIFICATION.....	36
FORM 4A: CONSENT TO OBTAIN CREDIT REPORT	37
FORM 4B: CONSENT TO OBTAIN CRIMINAL BACKGROUND INFORMATION	38
FORM 4C: BUSINESS CREDIT INFORMATION	39
EXHIBIT C	40
OPEN RECORDS ACT AND CONFIDENTIALITY REQUIREMENTS.....	41
EXHIBIT D.....	43
Resolution Authorizing Invitation for Proposals (Release of RFP)	44
Invitation for Redevelopment Proposals - Public Notice.....	50

I. BACKGROUND & REDEVELOPMENT OPPORTUNITY

The OKLAHOMA CITY URBAN RENEWAL AUTHORITY (“OCURA”) invites the submission of written proposals from qualified developers (“Redeveloper”) for the purchase and redevelopment of land owned by OCURA for urban residential development bounded by NE 1st Street, NE 2nd Street, Russell M. Perry, and Main Street (shown in Figure 1), more specifically described and depicted on **EXHIBIT A**. The site (“Redevelopment Site”) has been platted according to the Final Plat of The Hill at Bricktown Section 3 recorded in the land records of Oklahoma County, Oklahoma (“Plat”), a copy of which is attached as **EXHIBIT A-1**. The Redevelopment Site, as platted, currently consists of 66 platted lots in total, of approximately 121,993 developable square feet of land, in addition to common area H and a portion of Common Area C.



Figure 1: Site Location Map

The Redevelopment Site is located in the Deep Deuce District of Oklahoma City and is a part of OCURA’s Harrison-Walnut Urban Renewal Plan Area.

Immediately to the west of the Redevelopment Site, is a previously developed single-family townhome community, known as The Hill, which has been improved to include 88 two- and three-story, privately-owned townhomes, streets, parking areas, sidewalks, landscaping,

lighting, a perimeter wall, common areas, and amenities such as a clubhouse and pool. **EXHIBIT A-4** shows existing images of The Hill.

Originally, the Redevelopment Site was planned to be developed as an extension of this existing townhome community, adding 66 more townhomes in The Hill (for a total of 154 townhomes). As a result, NE 2nd Street, NE 1st Terrace and NE 1st Street have been fully constructed. Figure 2 shows a current ownership map based on the Plat identifying the OCURA land available for redevelopment (the Redevelopment Site), the property that has been previously developed, and the publicly dedicated streets. **EXHIBIT A-5** shows existing images of the Redevelopment Site.

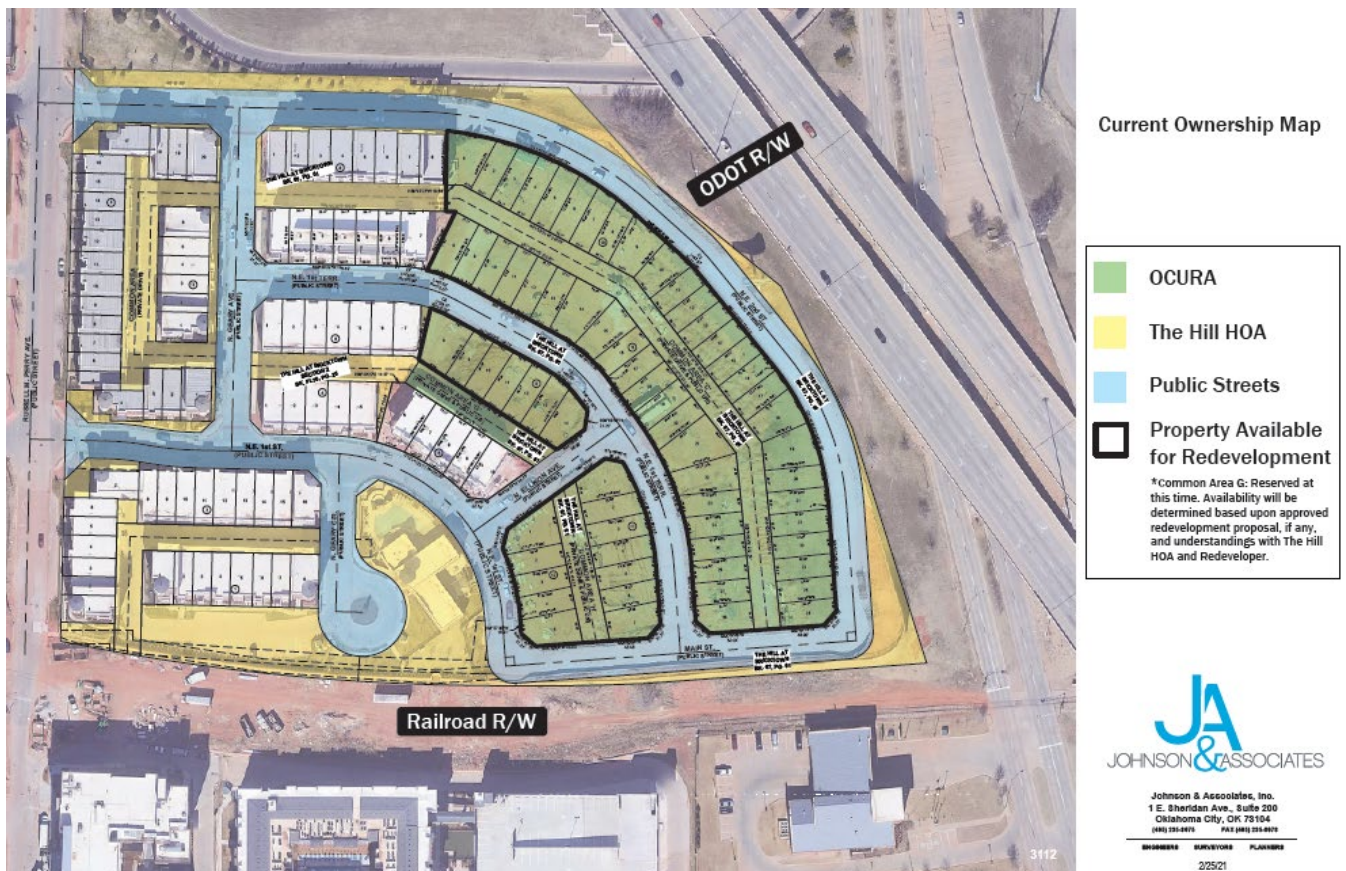


Figure 2: Ownership Map Displaying Property Available for Redevelopment

OCURA is offering the Redevelopment Site for urban residential development. Preference will be given to for-sale products. Unit type and density may vary from the existing townhomes in The Hill, to the extent permitted by PUD-1132 (**EXHIBIT A-2**). OCURA is willing to consider a request to re-zone and/or replat the Redevelopment Site if a need is demonstrated. The architectural and aesthetic integrity of the proposed redevelopment should be compatible with and complement the existing townhomes in The Hill. The development of the Redevelopment Site should also contribute to the continued growth, density and vibrancy of the Deep Deuce District.

Existing Matters to be addressed by Redeveloper with Existing HOA Board

The existing property owners and the previously developed real property within The Hill (including certain common areas) are bound by the terms and conditions of a certain Declaration of Covenants, Conditions, and Restrictions, as amended and supplemented from time to time (“The Hill DCCRs”), pursuant to which certain obligations and responsibilities are under the control of a homeowner’s association known as The Hill at Bricktown Homeowners Association, Inc. (“The Hill HOA”). Given the proximity of the existing townhomes to the Redevelopment Site, the Redeveloper, if granted Conditional Redeveloper status (defined in Section IX of this RFP), shall consider and address certain matters upfront and directly with the Board of Directors of The Hill HOA. Such matters include, but may not be limited to: conditions, uses, ownership, and maintenance obligations with respect to existing common area improvements (i.e., perimeter wall, retaining wall, billboard sign), and utilities, as well as organizational and business decisions, such as whether the Redevelopment Site (including common areas) will be under the umbrella of The Hill DCCRs or whether a separate homeowner’s association for the Redevelopment Site will be created. A copy of The Hill DCCRs can be found in **EXHIBIT A-3**.

Note that a board member of The Hill HOA will participate in the review process of the proposals received in response to this RFP; however, the Board of Commissioners of OCURA makes all final decisions with respect to the proposed redevelopment and the selection of the Redeveloper.

II. SITE CONTEXT

The Redevelopment Site is located in a high-density residential area. The highest rental rates in Oklahoma County are found in the urban core. There are over 5,000 multifamily units completed, under construction and planned in downtown OKC. The resident population is 9,326 and the workforce population is 77,522. The desire and demand to live downtown is high, thus vacancy rates are very low (5%, except for developments still in lease up). The rent growth caused by this demand has caused a dramatic reduction of affordable housing in the downtown market.



Figure 3: Site Context Map

The Redevelopment Site presents a tremendous opportunity located on the east side of the Central Business District and in the historic Deep Deuce District.

In the immediate area are several existing residential developments. Near the Redevelopment Site are many residential rental projects such as the Level Urban Apartments, a 228-unit apartment rental complex; Maywood Apartments, a 299-unit apartment complex; Deep Deuce Apartments, a 294-unit apartment complex; Mosaic Apartments, a 97-unit apartment complex; and The Steelyard, a 250-unit apartment complex nearing completion. Also near the Redevelopment Site are several examples of for-sale housing. Block 42, a 42-unit condo development, the Brownstones at Maywood Park, a 20-unit condo development are all nearby.

The Redevelopment Site is approximately one mile from and within the enrollment boundary for the acclaimed [John Rex Charter School](#). The unique charter school places students in the heart of the city for daily exposure to the culturally rich amenities that are only available in downtown Oklahoma City.



Figure 4: Oklahoma City Streetcar

A great deal of new development and investment is taking place in and around the Central Business District. The [OKC Streetcar](#) runs a few blocks to the south of the site providing easy access to surrounding districts and their attractions. The Oklahoma City Boulevard is now open. The new [Oklahoma City Convention Center](#) was recently completed. The new convention center features 200,000 sf of exhibit space, 45,000 sf of meeting space and a 30,000 sf ballroom. A new Omni Hotel opened in January 2021, serving as the headquarters hotel for the convention center. The hotel features 605 guest rooms, seven dining outlets, an expansive pool deck with event space, retail, 78,000 square feet of indoor and outdoor meeting space and the Mokara Spa.

OKLAHOMA CITY STREETCAR



Figure 5: OKC Streetcar Route



Figure 6: New Oklahoma City Convention Center



Figure 7: Omni Hotel

The north 40 acres of [Scissortail Park](#) is located directly west of the Omni hotel and features a café, lake, amphitheater, play equipment and more. Construction is underway on the lower 30 acres of the 70-acre park and is scheduled to be complete in 2022.

Additional downtown destinations include the [Myriad Botanical Gardens](#), the [Chickasaw Bricktown Ballpark](#) (home of the [Oklahoma City Dodgers](#) baseball team) and [Harkins Theater](#). The [Chesapeake Energy Arena](#) is home of the [Oklahoma City Thunder](#) NBA team and hosts concerts, family and social events, conventions, ice shows, and more. The [Midtown](#) area provides many additional attractions, restaurants, services and amenities within close proximity.

The Redevelopment Site is also approximately one mile away from the Oklahoma Health Center and the [Innovation District of Oklahoma City](#). The Oklahoma Health Center is home to the University of Oklahoma's schools of Dentistry, Medicine, Nursing, Pharmacy, and Public Health, the Stephenson Cancer Center, the Harold Hamm Diabetes Center, The Children's Hospital, the Veterans Affairs Medical Center and other medical institutions. The Innovation District is aspiring to create a more collaborative and entrepreneurial environment around all of the various bioscience and technology companies located in the Oklahoma Health Center and University Research Park area.

III. LEGAL DESCRIPTION

See **EXHIBIT A** for the legal description of the Redevelopment Site.

IV. REDEVELOPMENT POLICIES AND REGULATORY DOCUMENTS

A Redeveloper interested in submitting a proposal should review and evaluate the following OCURA and City of Oklahoma City regulatory documents, policy guides, and reference materials which may pertain to the development of the Redevelopment Site:

- Final Plat of The Hill at Bricktown Section 3 (attached as **EXHIBIT A-1**)
- PUD-1132 (attached as **EXHIBIT A-2**)
- [Harrison-Walnut Urban Renewal Plan](#), as amended
- [PlanOKC](#)
- [Downtown Development Framework](#)
- [Oklahoma City Municipal Code](#)
- [Oklahoma City Online Zoning Locater](#)

Proposals submitted must be conceptually consistent with the goals and objectives of the above policy and regulatory documents.

Zoning

The zoning of the Redevelopment Site is governed by the Planned Unit Development of The Hill at Bricktown (PUD-1132), a copy of which is attached as **EXHIBIT A-2**. PUD-1132 was approved on February 7, 2006 by the City Council of Oklahoma City.

An independent review and analysis of PUD-1132 should be conducted to understand the Special Development Regulations applicable to the Redevelopment Site including, without limitation, the use regulations, landscaping, setbacks, development regulations, building restrictions, sign regulations and parking for the Redevelopment Site. In addition to the requirements of PUD-1132, high quality development standards and design principles are required by OCURA to set an example for future infill development.

If the Redeveloper proposes to re-zone the Redevelopment Site, the proposal must include a summary of the proposed changes and justification for the re-zone. OCURA is willing to consider a request to rezone the Redevelopment Site. Any proposed rezoning will require discussions with OCURA, the City, and neighboring residents, and if pursued will be at the sole cost of the Redeveloper.

Additional Information

The Redevelopment Site is located within Tax Increment District (TIF) 2. For more information on TIF 2, visit <https://www.okc.gov/departments/economic-development/tax-increment-finance-tif>.

V. SUBMITTAL REQUIREMENTS

A. CONCEPTUAL DEVELOPMENT PLAN

The Redeveloper shall submit a Conceptual Development Plan which will include the following elements:

1. Conceptual site layout of proposed residential land uses, onsite pedestrian and auto circulation network, connectivity to adjacent parcels and street system, any proposed recreational amenities such as plazas, courtyards, play/open space areas, clubhouse/pools, and all other proposed site improvements and features. Include schematic plans and other images that convey the proposed plan.
2. Conceptual themes for architecture, landscaping and urban design elements (benches, fencing, etc.). Discuss how the proposed redevelopment will relate to its context, both in terms of site design and architecture and in relation to that of the existing townhomes. Describe how the theme, design and architectural style of the proposed redevelopment are similar to/different from The Hill and how the proposed redevelopment will be compatible with The Hill. Themes are to be discussed in written form and with graphic illustrations. Discuss exterior architectural materials proposed. A material board is not necessary for the submittal.

B. DESIGN OBJECTIVES

1. Development of the Redevelopment Site must include high quality design, materials and construction. The architectural character must be attractive and compatible with the aesthetic character of the immediate and surrounding area and be consistent with land use, zoning and regulatory requirements. If re-zoning of the Redevelopment Site is desired, the Redeveloper shall include with its proposal a summary of the proposed changes, the reasons such changes are desirable, and the objectives that the Redeveloper seeks to achieve with a re-zoning application.

2. In addition to high-quality development, the proposed redevelopment should achieve sustainability and energy efficiency goals that exceed the minimum requirements of Oklahoma City's Building Code. The proposed redevelopment should use environmentally friendly and sustainable principles in project design and construction.
 - Note: The Hill development utilizes geothermal power for heating and cooling. Some geothermal infrastructure has already been installed on the Redevelopment Site, and the proposal should address if and how it will be incorporated into the proposed development.
3. An activated ground floor that engages the streets and sidewalks and promotes a positive pedestrian experience must be included in the proposal. This could be through porches or stoops and front doors on street level. Pedestrian and bicycle amenities are important and should be incorporated into the proposed redevelopment.
4. Lots, common areas, and streets have been previously platted and all public streets have been constructed. If any re-platting of the lots, common areas, and/or streets is desired, the Redeveloper shall include with its proposal, for OCURA's review and consideration, the proposed new lot, common area, and street layout with a written explanation of the objectives that the Redeveloper seeks to achieve with the re-plat. All costs of re-platting, demolition of existing streets and construction of new streets, and all related costs, shall be at the expense of the Redeveloper.
5. Residential parking, if any, should be incorporated into attached garages or screened from view from the front façades. Alleyways may be utilized. On-street parking may be incorporated but should not serve as the primary parking for residents.

C. MARKET FEASIBILITY OF CONCEPTUAL DEVELOPMENT PLAN

The Redeveloper shall submit a narrative of two pages or less outlining the market feasibility of the proposed conceptual plan (for example: comparable rental rates, for-sale data and so forth). A market study that shows market feasibility is preferred but not required.

D. REDEVELOPER QUALIFICATIONS AND FINANCIAL ABILITY TO EXECUTE THE PROPOSED REDEVELOPMENT

Qualifications of Redevelopment Team

1. List all of Redeveloper's team members, including consultants, and their qualifications to undertake the proposed redevelopment.
2. List all projects, completed and/or in progress, by the Redeveloper within the past 10 years. Highlight those most similar to the conceptual development plan

proposed, if any, and describe Redeveloper's ability to implement the proposed redevelopment. Describe any other experience that involved a development utilizing tax increment financing, public partnerships or that have a similar community impact. Discuss which projects, if any, involved a public/private partnership with an entity such as an urban renewal authority, local government etc.

Financial Ability to Execute the Proposed Development Plan

The Redeveloper must have the financial wherewithal to complete the proposed redevelopment. In order to assist OCURA in reviewing the financial capability of the Redeveloper, information will be requested in two tiers. The initial tier must be submitted with the RFP response; the second tier will be requested if the Redeveloper is selected by OCURA as Conditional Redeveloper.

Tier 1 Submittal Requirements

1. Describe Redeveloper's ability and experience in financing a project of the same scale as the proposed redevelopment.
2. Execute the financial and credit check forms included in Exhibit B of this RFP.
3. A summary project pro forma. Return an electronic copy (in Excel format) of the completed pro forma workbook with the proposal. The pro forma should provide an indication of project financing requirements, gaps and financial feasibility.
 - a. The Redeveloper's proposed purchase price for the Redevelopment Site must be included in the pro forma. The pro forma should show the percentage of residential units, if any, that are affordable and anticipated rental rates.
 - b. OCURA will consider proposals which include requests for TIF assistance provided that the need and appropriateness is demonstrated by financial and market circumstances. The availability of TIF assistance is solely at the discretion of The City of Oklahoma City and not OCURA.
 - c. Additional public incentives may be available, subject to availability, to help finance the construction of affordable housing through application with the City of Oklahoma City or the Oklahoma Housing Finance Agency (OHFA). Oklahoma City passed a General Obligation-Limited Tax Bond Affordable Housing Program to assist projects that provide affordable housing. The Redeveloper must demonstrate the necessity for such public incentives, but no incentives are guaranteed.

Tier 2 Submittal Requirements if selected as a Conditional Redeveloper

If selected as Conditional Redeveloper, OCURA will request:

1. Detailed documentation of financing commitments for the proposed redevelopment. Debt and equity sources must be outlined with their use and timing in the project's redevelopment cycle.
2. Redeveloper's financials of the principal or parent company. In the absence of such financials, the tax returns of the Redeveloper's principals will be requested.
3. Such additional information as may be deemed appropriate and desirable by the Board of Commissioners.

E. TIMEFRAME TO COMPLETE

Include the proposed timeframe to complete the proposed redevelopment. Include a detailed description of plans if there is an intent to phase the proposed redevelopment.

F. PURCHASE PRICE

The prospective Redeveloper shall include with the formal written proposal a proposed purchase price, which shall be reflected in the pro forma. The property is being offered "As Is". The purchase price terms proposed by the prospective Redeveloper should take into consideration the real estate market in the area, the proposed uses permitted, and the intended use proposed by the Redeveloper. A February 2020 appraisal of the Redevelopment Site assigned a fair market value of \$5,566,836 for the 121,993 square feet of developable property (which includes a bulk sale discount). OCURA is legally required to receive not less than "fair value" for the property. "Fair value" is different from "fair market value" in that the value takes into consideration the restrictions and obligations placed on the Redeveloper for the redevelopment of the property. The purchase price offered for the Redevelopment Site will be one of the factors that OCURA will consider, together with the redevelopment objectives outlined within this RFP, in weighing the proposals, but purchase price is neither the decisive nor the most important objective.

A final determination of a purchase price satisfactory to OCURA will not be made until the later phase of the selection process, when one or more prospective redevelopers will be designated as "Conditional Redeveloper". A determination of price will be made by an independent appraiser selected by OCURA who will be instructed to take into account the factors contained in the terms of the negotiated redevelopment agreement, in order to arrive at a "fair value" for the Redevelopment Site, with final approval and determination of price to be made by OCURA.

G. GOOD FAITH DEPOSIT

The RFP response shall include a bank certified check or surety bond with a company listed in the latest issue of the U.S. TREASURY CIRCULAR NO. 570. Alternatively, a letter of credit acceptable to OCURA in the amount of \$25,000.00 may also be provided. The good faith deposit must be valid for a minimum of 90 days after the RFP submission due

date. Deposits of unsuccessful RFP applicants will be returned at the end of 90 days or when a Conditional Redeveloper is chosen, whichever comes first. OCURA will retain the Good Faith Deposit of the Redeveloper chosen for the proposed redevelopment and apply the amount towards the Redeveloper's purchase price of the Redevelopment Site, which will be reflected in the redevelopment agreement.

H. SUMMARY OF SUBMISSION REQUIREMENTS

1. Conceptual Development Plan with required elements as outlined above
2. Design Objectives as outlined above
3. Market Feasibility Narrative
4. Redeveloper Team Qualifications Narrative
5. Financial Information – Tier 1 Requirements as outlined above
6. Timeframe to Complete Proposed Redevelopment
7. Proposed Purchase Price
8. Executed Forms 1-4 in **EXHIBIT B** of this RFP submitted in a separate envelope.
9. \$25,000 Good Faith Deposit
10. Five (5) paper copies of the RFP submittal packet and one (1) electronic copy in PDF format.
11. One (1) electronic copy of the completed pro forma workbook with the proposal (Excel Document)

A redevelopment proposal will only be considered if all information and requirements of this RFP are received on or before the time and date indicated on the cover sheet.

VI. REVIEW OF RFP SUBMISSIONS: CRITERIA AND TIMELINE

After receipt of timely submitted proposals, the submissions will be reviewed for completeness by OCURA staff.

The next phase of the selection process will consist of review and evaluation of the redevelopment proposals based upon, but not limited to, the following criteria:

1. Responsiveness of the proposed conceptual development plan to meet the goals and objectives of Section IV Redevelopment Policies and Regulatory Documents of this RFP
2. Demonstrated ability to achieve the design objectives identified in Section V.B. of this RFP, including, but not limited to, appropriate building density, massing, form, design vernacular, external appearance of the structures, compatibility with the existing townhomes in The Hill, parking solutions
3. Review of the market feasibility narrative and its documentation that the proposed redevelopment is feasible and likely to succeed

4. Review of Redeveloper's team qualifications and their relevance to the proposed redevelopment and demonstrated expertise in completing projects similar to the one proposed
5. Adequacy of the draft pro forma and appropriateness of any financial assistance requested
6. Evidence of financial capacity to carry out the proposed redevelopment based on the Tier 1 information submitted with the RFP response
7. Review of other Tier 1 financial submittals and Redeveloper's ability to demonstrate sound financial and moral character
8. Ability of Redeveloper to initiate the redevelopment process (land use entitlements, financing commitments etc.) within 180 days after execution of the redevelopment agreement and to complete the proposed redevelopment in a timeline satisfactory to the Board of Commissioners of OCURA
9. Execution of Forms 1-4 in **EXHIBIT B** to the satisfaction of OCURA
10. Ability to meet the anticipated timeline:

RFP Release	Thursday, April 1, 2021
Pre-submission Meeting	<p>Friday, April 30, 2021 at 10 am;</p> <p>To participate, the pre-submission meeting can be accessed online at: https://us02web.zoom.us/j/81954274271; or by dialing +1-346-248-7799; Meeting ID: 819 5427 4271; Passcode: 1.</p> <p>Attendance is recommended but not mandatory.</p>
RFP Response Due Date	Friday, July 30, 2021 at 3 pm
Staff and OCURA Review Period	Two-Three Weeks*
Designation of Conditional Redeveloper	Sept/Oct 2021 Board Meeting*
Redevelopment Agreement Negotiations/Execution	30-60 days after Conditional Redeveloper designation

*Estimated timeframes are subject to change

Reviews and evaluations by staff of OCURA and other consultants, public or private organizations or committees requested by the Board of Commissioners will be advisory only. The level of consideration and weight to be given to any review will be determined by the Board of Commissioners of OCURA, and the Board of Commissioners reserves complete and final authority for actions and approvals in connection with the selection process.

VII. OPTIONAL COMPETITIVE NEGOTIATIONS

The Board of Commissioners may, in its discretion, authorize and direct competitive negotiations with two or more prospective Redevelopers. Such negotiations may be with respect to one or more elements of the selection criteria. Such negotiations will be undertaken by the staff of OCURA in accordance with direction from the Board of Commissioners.

In the event competitive negotiations are authorized, a cut-off date will be established after which no further negotiations will occur and no additional submissions by a prospective Redevelopers will be considered.

A decision by the Board of Commissioners to conduct competitive negotiations will not confer any rights upon a prospective Redeveloper nor create any obligation of OCURA to approve and enter into a redevelopment agreement with a Redeveloper.

VIII. OCURA'S RIGHT

This invitation for proposals shall not create any legal obligations for OCURA to enter into a redevelopment agreement except on terms and conditions OCURA deems in its discretion to be satisfactory and desirable. OCURA reserves the unconditional right, at its sole discretion, to reject any or all proposals submitted for any reason or no reason. OCURA may, at its discretion, waive any informalities, minor defects, or technical inaccuracies in the proposals. OCURA reserves the right to request and obtain any additional information necessary to complete evaluation of the proposals.

IX. CONDITIONAL REDEVELOPER DESIGNATION

Upon review and evaluation of redevelopment proposals or following negotiations with prospective Redeveloper(s), the Board of Commissioners may grant a "Conditional Redeveloper" designation. This designation will be under such terms and conditions as the Board deems appropriate, to potentially one or more prospective Redevelopers. A Conditional Redeveloper(s) designation will confer no legal rights upon the prospective Redeveloper(s) other than the opportunity to negotiate terms of a redevelopment agreement with OCURA. A Conditional Redeveloper designation may be terminated at any time by OCURA.

X. PREPARATION AND APPROVAL OF REDEVELOPMENT AGREEMENT

The final phase of the selection process will consist of negotiations to outline the terms and conditions of a redevelopment agreement. Site conveyance will be provided by a Special Warranty Deed, subject to covenants and restrictions as required by OCURA.

END OF RFP NARRATIVE

EXHIBITS A-D FOLLOW

EXHIBIT A:
Legal Description and Depiction of the Redevelopment Site

LEGAL DESCRIPTION

The Hill At Bricktown
OCURA

February 24, 2021

A tract of land being a part of the South Half (S/2) of Section Thirty-four (34), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

The Hill at Bricktown Section 3 Platted Lots

All of Lots 8 through 14 of Block 6 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

AND

All of Lots 8 through 28 of Block 9 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

AND

All of Lots 1 through 26 of Block 10 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

AND

All of Lots 1 through 7 of Block 11 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

AND

All of Lots 1 through 5 of Block 12 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

AND

The Hill at Bricktown Common Areas

All of Common Area "C" as shown on the plat THE HILL AT BRICKTOWN recorded in Book 67 of plats, Page 61 ***less and except*** that portion of said Common Area "C" replatted as a part of the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25 and further ***less and except*** that portion of Common Area "C" more particularly described as:

Beginning at the Southwest (SW) Corner of Lot 1 Block 8 of said plat THE HILL AT BRICKTOWN, said point being the POINT OF BEGINNING;

THENCE South 88°40'22" East, along and with the South line of said Block Eight (8)

Prepared by Matthew Johnson P.L.S. 1807

Johnson & Associates, Inc.

Certificate of Authorization No. 1484 (Expires 6-30-21)

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and the North line of said Common Area "C", a distance of 209.50 feet to the Southwest (SW) Corner of Lot 1 Block 10 of said plat THE HILL AT BRICKTOWN SECTION 3;

THENCE South 01°19'38" West, along and with the extended West line of said Lot 1 Block 10, a distance of 30.00 feet to a point on the South line of said Common Area "C" and the North line of Block 9 as shown on said plat THE HILL AT BRICKTOWN SECTION 3;

THENCE North 88°40'22" West, along and with the South line of said Common Area "C" extended and the North line of said Block 9, a distance of 215.30 feet to the Northwest (NW) Corner of Lot 1 of said Block 9, said point lying on the East right-of-way line of Geary Avenue and the West line of said Common Area "C";

THENCE North 01°19'38" East, along and with the East right-of-way line of Geary Avenue and the West line of said Common Area "C", a distance of 77.13 feet;

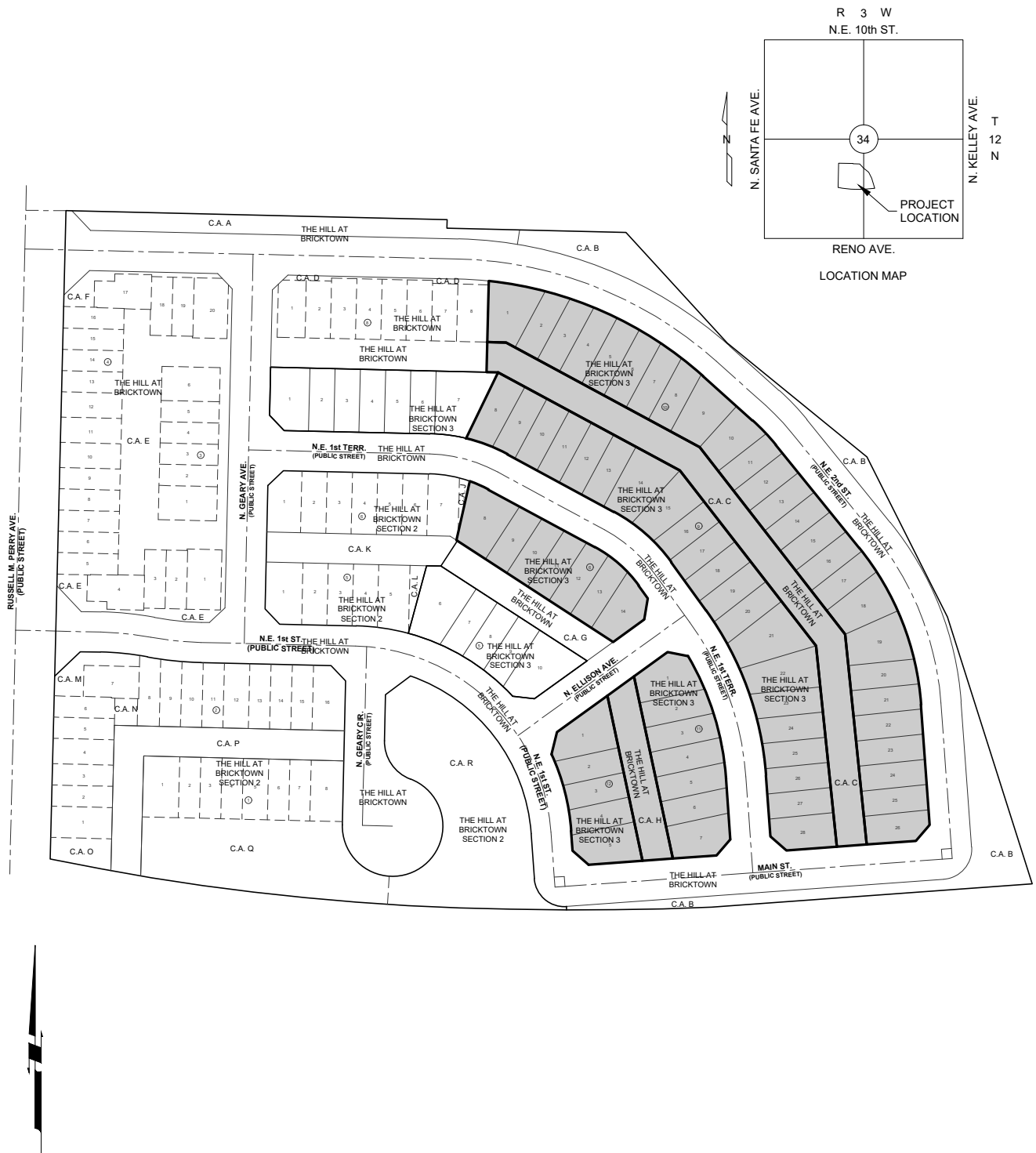
THENCE North 46°19'38" East, continuing along and with the East right-of-way line of Geary Avenue and the West line of said Common Area "C", a distance of 8.20 feet to a Northwest (NW) Corner of said Lot 1 Block 8;

THENCE South 01°19'38" West, along and with the East line of said Common Area "C" and the West line of said Lot 1 Block 8, a distance of 52.93 feet to the POINT OF BEGINNING.

AND

All of Common Area "H" as shown on the plat THE HILL AT BRICKTOWN recorded in Book 67 of plats, Page 61

Basis of Bearing: Bearings as shown on the recorded plat THE HILL AT BRICKTOWN



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XREFS LOADED:

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Proj. No.: 3112021
Date: 2-24-21
Scale: NTS

THE HILL AT BRICKTOWN
OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA
OCURA



Johnson & Associates, Inc.
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX (405) 235-8078 www.jaokc.com
Certificate of Authorization #1484 Exp. Date: 06-30-2021
• ENGINEERS • SURVEYORS • PLANNERS •

EXHIBIT A-1:
Final Plat

FINAL PLAT
of

THE HILL AT BRICKTOWN SECTION 3

A REPLAT OF A PORTION OF BLOCKS 5 & 6 AND ALL OF BLOCKS 7, 9, 10, 11 & 12
AND A PORTION OF COMMON AREA 'C' OF THE HILL AT BRICKTOWN
BEING A PART OF THE SW/4 & SE/4, SEC. 34, T12N, R3W, I.M.
AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA



OWNER'S CERTIFICATE AND DEDICATION
KNOW ALL MEN BY THESE PRESENTS:

That Oklahoma City Urban Renewal Authority, hereby certifies that they are the owner of, and the only persons, firms or companies having title or interest in and to the land shown on the Final Plat of THE HILL AT BRICKTOWN SECTION 3, A REPLAT OF A PORTION OF BLOCKS 5 & 6 AND ALL OF BLOCKS 7, 9, 10, 11 & 12 AND A PORTION OF COMMON AREA 'C' OF THE HILL AT BRICKTOWN, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma. They have caused the same to be surveyed and platted into lots, as shown on said Final Plat, which said Final Plat represents a correct survey of all property included therein under the Final Plat of THE HILL AT BRICKTOWN SECTION 3, A REPLAT OF A PORTION OF BLOCKS 5 & 6 AND ALL OF BLOCKS 7, 9, 10, 11 & 12 AND A PORTION OF COMMON AREA 'C' OF THE HILL AT BRICKTOWN, an addition to the City of Oklahoma City, being a part of the Southwest Quarter (SW/4) and the Southeast Quarter (SE/4), Section Thirty-Four (34), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma.

They further certify that they are the owners of and the only persons, firms or companies who have any right, title or interest in the land included in the above mentioned Final Plat, and they do hereby dedicate all street right-of-way and utility easements as shown on said Final Plat to the use of the public, for public streets, public drainage and public utilities for their heirs, executors, administrators, successors and assigns forever and have caused the same to be released from all encumbrances to be executed on this 21 day of September, 2016.

Signed by the Chairman this 21 day of September, 2016.

Oklahoma City Urban Renewal Authority

Larry Nichols
Larry Nichols, Chairman

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, the undersigned, a notary public in and for said county and state on this 21 day of September, 2016, personally appeared Larry Nichols, to me known to be the identical person who subscribed the name of the estate therein to the foregoing instrument as its Chairman, and duly acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of each company for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

Witness my hand and seal this 21 day of September, 2016.

My Commission Expires: 7/30/17
My Commission No.: 01009718

David R. Ponder
David R. Ponder, Notary Public
Notary Public
Notary Public

CERTIFICATE OF PLANNING COMMISSION

Aubrey Hammett
Planning Director for the City of Oklahoma City, hereby certifies that the City of Oklahoma City Planning Commission duly approved the Final Plat of THE HILL AT BRICKTOWN SECTION 3, A REPLAT OF A PORTION OF BLOCKS 5 & 6 AND ALL OF BLOCKS 7, 9, 10, 11 & 12 AND A PORTION OF COMMON AREA 'C' OF THE HILL AT BRICKTOWN, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma, at a meeting the 18 day of May, 2016.

Aubrey Hammett
Aubrey Hammett, Planning Director

CERTIFICATE OF CITY CLERK

Frances Kasey
City Clerk of the City of Oklahoma City, Oklahoma County, Oklahoma, hereby certifies that there are no outstanding liens or claims against the land shown on the Final Plat of THE HILL AT BRICKTOWN SECTION 3, A REPLAT OF A PORTION OF BLOCKS 5 & 6 AND ALL OF BLOCKS 7, 9, 10, 11 & 12 AND A PORTION OF COMMON AREA 'C' OF THE HILL AT BRICKTOWN, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma.

Signed by the City Clerk this 17 day of June, 2017.

Frances Kasey
Frances Kasey, City Clerk

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

But it is resolved by the Council of the City of Oklahoma City that the dedication shown on the Final Plat of THE HILL AT BRICKTOWN SECTION 3, A REPLAT OF A PORTION OF BLOCKS 5 & 6 AND ALL OF BLOCKS 7, 9, 10, 11 & 12 AND A PORTION OF COMMON AREA 'C' OF THE HILL AT BRICKTOWN, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma is hereby accepted.

Adopted by the Council of the City of Oklahoma City this 17 day of June, 2017.
Frances Kasey
Frances Kasey, City Clerk

BONDED ABSTRACTOR CERTIFICATE

The undersigned, a duly qualified and legally bonded abstractor of titles in and for Oklahoma County and the State of Oklahoma, hereby certifies that the records of said county show that the Title to the land shown on the Final Plat of THE HILL AT BRICKTOWN SECTION 3, A REPLAT OF A PORTION OF BLOCKS 5 & 6 AND ALL OF BLOCKS 7, 9, 10, 11 & 12 AND A PORTION OF COMMON AREA 'C' OF THE HILL AT BRICKTOWN, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma is vested in Oklahoma City Urban Renewal Authority, on this 15 day of December, 2016, that there are no actions pending or judgments of any nature in any court or on file with the clerk thereof, that the taxes are paid for the year 2015 and prior years, that there are no outstanding tax sales certificates against said land and no tax liens are noted in any person, that there are no liens, or other encumbrances of any kind against the land included in the Final Plat, except mortgages, rights-of-way, easements, and mineral conveyances of record.

In witness thereof, said Bonded Abstractor has caused this instrument to be executed this 22 day of December, 2016.

Eric R. Otten
Eric R. Otten, President
American Eagle Title Insurance Company

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, the undersigned, a notary public in and for said county and state on this 22 day of December, 2016, personally appeared Eric R. Otten, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and duly acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of each corporation for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

Witness my hand and seal this 22 day of December, 2016.

My Commission Expires: 1 June 2020
My Commission No.: 16005657

Eric R. Otten
Eric R. Otten, President
Notary Public

COUNTY TREASURER'S CERTIFICATE

Robert A. P. Freeman
County Treasurer of Oklahoma County, hereby certifies that the records of said county show that all taxes for the year 2016 and prior years are paid in the Final Plat of THE HILL AT BRICKTOWN SECTION 3, A REPLAT OF A PORTION OF BLOCKS 5 & 6 AND ALL OF BLOCKS 7, 9, 10, 11 & 12 AND A PORTION OF COMMON AREA 'C' OF THE HILL AT BRICKTOWN, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma, and that the required security has been deposited in the Office of the County Treasurer guaranteeing the current year's taxes.

In witness thereof said County Treasurer has caused this instrument to be executed this 15 day of January, 2017.
Robert A. P. Freeman
Robert A. P. Freeman, County Treasurer

REGISTERED PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

I, Matthew Johnson, a Professional Land Surveyor in the State of Oklahoma, do hereby certify that the Final Plat of THE HILL AT BRICKTOWN SECTION 3, A REPLAT OF A PORTION OF BLOCKS 5 & 6 AND ALL OF BLOCKS 7, 9, 10, 11 & 12 AND A PORTION OF COMMON AREA 'C' OF THE HILL AT BRICKTOWN, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma, consisting of 2 sheets, represents a careful survey made under my supervision on the 5 day of August, 2016, and that the plat of survey is an accurate representation of said survey and that all measurements shown herein are correct.

I further certify that this plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

Witness my hand and seal this 5 day of August, 2016.

Matthew Johnson
Matthew Johnson, P.L.S. 1507

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, the undersigned, a notary public within and for said county and state, personally appeared Matthew Johnson, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

Witness my hand and seal this 5 day of August, 2016.

My Commission Expires: 12-15-17
My Commission No.: 15011246

Matthew Johnson
Matthew Johnson, Notary Public

PROPERTY DESCRIPTION

A tract of land being a part of the Southwest Quarter (SW/4) and Southeast Quarter (SE/4) of Section Thirty-four (34), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma and being all of Lot One (1) Block Ten (10) as shown on the plat THE HILL AT BRICKTOWN recorded in Book 67, page 61, being more particularly described as follows:

Beginning at the Southwest (SW) Corner of said Block Ten (10), said point being the POINT OF BEGINNING;

THENCE along and with the boundary of said Lot One (1) Block (10) the following thirteen (13) calls:

1. North 05°50'54" West, a distance of 210.73 feet;
2. North 37°51'37" West, a distance of 236.17 feet;
3. North 61°38'21" East, a distance of 219.39 feet;
4. North 84°40'22" East, a distance of 18.89 feet;
5. North 01°19'38" East, a distance of 60.84 feet;
6. on a non-extended curve to the right having a radius of 380.00 feet, a chord bearing of South 60°03'20" East, a chord length of 233.55 feet and an arc length of 237.39 feet;
7. South 48°09'52" East, a distance of 66.27 feet;
8. on a curve to the right having a radius of 210.00 feet, a chord bearing of South 43°34'46" East, a chord length of 33.53 feet and an arc length of 33.75 feet;
9. South 30°00'00" East, a distance of 132.13 feet;
10. on a curve to the right having a radius of 280.00 feet, a chord bearing of South 21°30'57" East, a chord length of 167.78 feet and an arc length of 170.40 feet;
11. South 04°07'54" East, a distance of 120.30 feet;
12. South 49°32'00" West, a distance of 21.21 feet;
13. South 85°02'00" West, a distance of 48.48 feet to the POINT OF BEGINNING.

Containing 46,955 square feet or 1.0779 acres, more or less.

AND

A tract of land being a part of the Southwest Quarter (SW/4) and Southeast Quarter (SE/4) of Section Thirty-four (34), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma and being all of Lot One (1) Block Nine (9) and Lot One (1) Block Ten (10) as shown on the plat THE HILL AT BRICKTOWN recorded in Book 67, page 61, being more particularly described as follows:

Beginning at the Southwest (SE) Corner of said Block Nine (9), said point being the POINT OF BEGINNING;

THENCE along and with the South and West lines of said Lot One (1) Block Nine (9) the following eight (8) calls:

1. South 85°02'00" West, a distance of 50.90 feet;
2. North 49°07'47" West, a distance of 21.21 feet;
3. North 00°00'00" East, a distance of 69.97 feet;
4. on a curve to the left having a radius of 320.00 feet, a chord bearing of North 19°59'21" West, a chord length of 174.82 feet and an arc length of 177.17 feet;
5. North 35°51'02" West, a distance of 58.33 feet;
6. on a curve to the left having a radius of 170.00 feet, a chord bearing of North 48°44'00" West, a chord length of 75.81 feet and an arc length of 78.45 feet;
7. North 61°38'21" East, a distance of 120.72 feet;
8. on a curve to the left having a radius of 170.00 feet, a chord bearing of North 70°09'30" West, a chord length of 50.50 feet and an arc length of 50.89 feet to the Southwest (SE) Corner of said Common Area 'C';

THENCE along and with the South and West lines of said Common Area 'C' the following four (4) calls:

1. continuing along said curve to the left having a radius of 170.00 feet, a chord bearing of North 83°41'47" West, a chord length of 29.55 feet and an arc length of 29.30 feet;
2. North 86°40'22" East, a distance of 145.52 feet;
3. North 43°40'22" East, a distance of 21.21 feet;
4. North 01°19'38" East, a distance of 47.87 feet to a point on the extended North line of said Block Seven (7);

THENCE South 86°40'22" East, along and with the North line of said Block Seven (7) extended, a distance of 188.96 feet to the Northeast (NE) Corner of said Block Seven (7);

THENCE along and with the North and East line of said Lot One (1) Block Nine (9) the following four (4) calls:

1. continuing South 86°40'22" East, a distance of 36.83 feet;
2. South 61°38'21" East, a distance of 205.87 feet;
3. South 61°38'21" East, a distance of 221.25 feet;
4. South 05°50'54" East, a distance of 201.22 feet to the POINT OF BEGINNING.

Containing 52,722 square feet or 1.2105 acres, more or less.

AND

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma and being a portion of Lot One (1) Block Six (6) as shown on the plat THE HILL AT BRICKTOWN recorded in Book 67, page 61, being more particularly described as follows:

Beginning at the Southwest (SE) Corner of Lot Seven (7) Block Six (6) as shown on the plat THE HILL AT BRICKTOWN SECTION 2 recorded in Book PL70, Page 25, said point being the POINT OF BEGINNING;

PROPERTY DESCRIPTION CONT.

THENCE North 13°52'19" East, along and with the East line of said Lot Seven (7) Block Six (6) and the East line of Common Area 'C' as shown on said plat THE HILL AT BRICKTOWN SECTION 2, a distance of 58.88 feet to the Northeast (NE) Corner of said Common Area 'C';

THENCE along and with the boundary of said Lot One (1) Block Six (6) the following calls:

1. on a non-extended curve to the right having a radius of 130.00 feet, a chord bearing of South 60°03'37" East, a chord length of 20.15 feet and an arc length of 20.17 feet;
2. South 61°38'21" East, a distance of 120.72 feet;
3. on a curve to the right having a radius of 130.00 feet, a chord bearing of South 40°44'00" East, a chord length of 57.87 feet and an arc length of 58.45 feet;
4. South 35°51'02" East, a distance of 15.99 feet;
5. South 00°00'00" West, a distance of 21.21 feet;
6. South 54°08'58" West, a distance of 38.38 feet;
7. North 59°58'13" East, a distance of 168.26 feet to the POINT OF BEGINNING.

Containing 13,149 square feet or 0.3019 acres, more or less.

AND

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma and being all of Lot One (1) Block Eleven (11) as shown on the plat THE HILL AT BRICKTOWN recorded in Book 67, page 61, being more particularly described as follows:

Beginning at the Southwest (SW) Corner of said Block Eleven (11), said point being the POINT OF BEGINNING;

THENCE along and with the boundary of said Lot One (1) Block Eleven (11) the following seven (7) calls:

1. North 12°02'49" East, a distance of 158.63 feet;
2. North 54°08'58" East, a distance of 41.38 feet;
3. South 79°50'50" East, a distance of 20.49 feet;
4. on a non-extended curve to the right having a radius of 280.00 feet, a chord bearing of South 17°18'07" East, a chord length of 127.63 feet and an arc length of 128.78 feet;
5. South 04°07'40" East, a distance of 60.87 feet;
6. South 49°32'00" West, a distance of 21.21 feet;
7. South 85°02'00" West, a distance of 48.48 feet to the POINT OF BEGINNING.

Containing 13,049 square feet or 0.2996 acres, more or less.

AND

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma and being all of Lot One (1) Block Twelve (12) as shown on the plat THE HILL AT BRICKTOWN recorded in Book 67, page 61, being more particularly described as follows:

Beginning at the Southwest (SE) Corner of said Block Twelve (12), said point being the POINT OF BEGINNING;

THENCE along and with the boundary of said Lot One (1) Block Twelve (12) the following seven (7) calls:

1. South 85°02'00" West, a distance of 53.90 feet;
2. North 49°07'47" West, a distance of 21.21 feet;
3. North 04°07'40" West, a distance of 19.91 feet;
4. on a curve to the left having a radius of 220.00 feet, a chord bearing of North 14°20'18" West, a chord length of 78.63 feet and an arc length of 79.05 feet;
5. North 19°49'22" East, a distance of 22.84 feet;
6. North 54°08'58" East, a distance of 62.03 feet;
7. South 12°02'49" East, a distance of 169.22 feet to the POINT OF BEGINNING.

Containing 9,382 square feet or 0.2156 acres, more or less.

AND

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma and being a portion of Lot One (1) Block Five (5) as shown on the plat THE HILL AT BRICKTOWN recorded in Book 67, page 61, being more particularly described as follows:

Beginning at the Southwest (SE) Corner of Lot Five (5) Block Five (5) as shown on the plat THE HILL AT BRICKTOWN SECTION 2 recorded in Book PL70, Page 25, said point being the POINT OF BEGINNING;

THENCE North 15°04'19" East, along and with the East line of said Lot Five (5) Block Five (5) and the East line of Common Area 'C' as shown on said plat THE HILL AT BRICKTOWN SECTION 2, a distance of 73.00 feet to the Northeast (NE) Corner of said Common Area 'C';

THENCE along and with the boundary of said Lot One (1) Block Five (5) the following calls:

1. South 86°40'22" East, a distance of 14.37 feet;
2. North 54°08'58" East, a distance of 174.48 feet;
3. South 54°08'58" West, a distance of 64.48 feet;
4. North 61°38'21" East, a distance of 22.15 feet;
5. on a non-extended curve to the left having a radius of 220.00 feet, a chord bearing of North 08°58'53" West, a chord length of 121.13 feet and an arc length of 122.71 feet to the POINT OF BEGINNING.

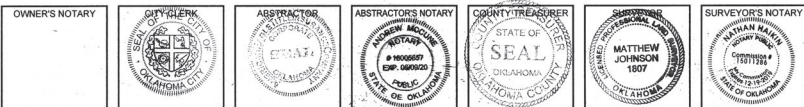
Containing 10,861 square feet or 0.2493 acres, more or less.

This property description was prepared on the 5 day of August, 2016, by Matthew Johnson, Licensed Professional Surveyor, No. 1507.

FINAL PLAT
of
THE HILL AT BRICKTOWN
SECTION 3

A REPLAT OF A PORTION OF BLOCKS 5 & 6 AND ALL OF BLOCKS 7, 9, 10, 11 & 12 AND A PORTION OF COMMON AREA 'C' OF THE HILL AT BRICKTOWN

Johnson & Associates, Inc.
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 234-8075 FAX (405) 234-8075
Certificate of Authorization #184 Exp. Date 10-30-2017
ENGINEERS • SURVEYORS • PLANNERS



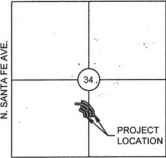
FINAL PLAT of THE HILL AT BRICKTOWN SECTION 3

A REPLAT OF A PORTION OF BLOCKS 5 & 6 AND ALL OF BLOCKS 7, 9, 10, 11 & 12
AND A PORTION OF COMMON AREA 'C' OF THE HILL AT BRICKTOWN
BEING A PART OF THE SW/4 & SE/4, SEC. 34, T12N, R3W, I.M.
AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA

0 40' 80'

BASIS OF BEARING:
THE SOUTH LINE OF THE SW/4 OF
SECTION 34, T12N, R3W, I.M.
HAVING A BEARING OF N89°48'02"E

R 3 W
N.E. 10th ST.

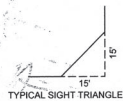


RENO AVE.
LOCATION MAP
SCALE: 1"=2000'

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
NR = NOT RADIAL
BL = BUILDING LIMIT LINE
D & U/E = DRAINAGE & UTILITY EASEMENT
U/E = UTILITY EASEMENT
D/E = DRAINAGE EASEMENT
L.N.A. = LIMITS OF NO ACCESS

- DENOTES FND. #3 BAR w/CAP
STAMPED "JSA 1484" UNLESS
OTHERWISE NOTED
- DENOTES SET #3 BAR w/CAP
STAMPED "JSA 1484" UNLESS
OTHERWISE NOTED
- △ DENOTES SET CAT MAIL IN "1484
JSA SINKER" UNLESS
OTHERWISE NOTED



FND CDOT BRASS CAP MON.
8"X4" COR. IRON
SEC. 34, T12N, R3W, I.M.

Curve #	Length	Radius	Tangent	Chord Length	Chord Direction	Delta
C1	237.39'	380.00'	122.71'	233.55'	S66°03'20"E	035°47'36"
C2	33.57'	210.00'	16.82'	33.53'	S43°34'46"E	009°09'32"
C3	170.40'	280.00'	87.93'	167.78'	S21°33'57"E	034°52'06"
C4	177.17'	320.00'	90.92'	174.92'	N19°59'21"W	031°43'22"
C5	76.45'	170.00'	38.88'	75.81'	N48°44'00"W	025°45'56"
C6	50.59'	170.00'	25.53'	50.50'	N70°09'30"W	017°05'03"
C7	29.59'	170.00'	14.83'	29.55'	N83°41'12"W	009°58'21"
C8	20.17'	130.00'	10.10'	20.15'	S66°03'37"E	008°53'17"
C9	58.48'	130.00'	29.73'	57.97'	S48°44'00"E	025°45'56"
C10	128.78'	280.00'	65.54'	127.63'	S17°18'07"E	026°20'53"
C11	79.05'	220.00'	39.96'	78.63'	N14°25'18"W	020°35'16"
C12	122.71'	220.00'	63.00'	121.13'	N58°56'53"W	031°57'35"

***** NOTE *****
THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS
FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY
THE OKLAHOMA STATE BOARD OF REGISTRATION FOR
PROFESSIONAL ENGINEERS AND LAND SURVEYORS; AND
THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS
OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE
STATUTES.

NOTES:

- Common areas are for private access, landscaping, architectural elements, art work, signs, etc.
- A sidewalk is required on each lot where it abuts a local and/or collector street. The sidewalk is required at the building permit stage and must be installed prior to the issuance of a Certificate of Occupancy from the City of Oklahoma City for the applicable lot.
- Maintenance of the private drives, common areas, and private drainage easements is the responsibility of the property owners within this plat. No structures, storage of material, grading, fill, or other obstructions, including fences, either temporary or permanent, shall be placed within drainage related common areas or drainage easements.

2017012801022510
Filing Fee: \$20.00

01/25/2017 03:31:19 PM

PLAT

FINAL PLAT

THE HILL AT BRICKTOWN SECTION 3

A REPLAT OF A PORTION OF BLOCKS 5 & 6 AND ALL OF BLOCKS 7, 9, 10, 11 & 12 AND A PORTION OF COMMON AREA 'C' OF THE HILL AT BRICKTOWN

Johnson & Associates, Inc.
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 234-6075 FAX (405) 234-6078
Certificate of Authorization #1864 Exp. Date 10-30-2017

ENGINEERS • SURVEYORS • PLANNERS

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SHEET 2 OF 2 FP2

EXHIBIT A-2:
PUD-1132

DESIGN STATEMENT
OF
PLANNED UNIT DEVELOPMENT

PUD- 1132

THE HILL AT BRICKTOWN
OKLAHOMA CITY, OKLAHOMA

SEPTEMBER, 2005

APPROVED
FEB 07 2006

BY THE CITY COUNCIL
Sharon Kelsey CITY CLERK

Prepared for:
Oklahoma City Urban Renewal Authority
204 N. Robinson, Suite 2400
Oklahoma City, OK 73102

And

The Hill at Bricktown, LLC
101 Park Avenue, Suite 250
Oklahoma City, OK 73102

Prepared By:

TODD Engineering Inc.
1505 SW 104th Street
Oklahoma City, OK 73159
(405) 691-1626

TABLE OF CONTENTS

PLANNED UNIT DEVELOPMENT

1.0	INTRODUCTION.....	3
2.0	LEGAL DESCRIPTION.....	3
3.0	THE APPLICANT.....	3
4.0	SITE AND SURROUNDING DEVELOPMENT	3
4.1	ZONING	3
4.2	TOPOGRAPHIC CHARACTERISTICS	4
4.3	SOIL CHARACTERISTICS	4
4.4	EXISTING VEGETATION.....	4
5.0	CONCEPT	4
6.0	SERVICE AVAILABILITY	4
6.1	STREETS.....	4
6.2	SANITARY SEWER.....	5
6.3	WATER	5
6.4	FIRE PROTECTION	5
6.5	GAS, ELECTRICITY, TELEPHONE AND CABLE TV	5
7.0	SPECIAL DEVELOPMENT REGULATIONS	6
7.1	USE REGULATIONS	6
7.2	LANDSCAPING & SCREENING	7
7.3	LIGHTING	7
7.4	SETBACKS	7
7.5	DEVELOPMENT REGULATIONS.....	8
7.6	BUILDING RESTRICTIONS	8
7.7	SIGN REGULATIONS	9
7.8	PARKING.....	10
7.9	ACCESS.....	10
8.0	GENERAL PROVISIONS.....	10
8.1	IMPROVEMENTS	11
9.0	EXHIBITS	11
	EXHIBIT "A"LEGAL DESCRIPTION	12
	EXHIBIT "B" MASTER DEVELOPMENT PLAN MAP	13
	EXHIBIT "C" TOPOGRAPHICAL MAP.....	14
	EXHIBIT "D" CONCEPTUAL DESIGN	15

1.0 INTRODUCTION

The Planned Unit Development of The Hill at Bricktown consisting of approximately 13 acres is located within the South Half of Section 34, T12N, R4W, Oklahoma County, Oklahoma. The subject property is generally located south of NE. 2nd Street, north of the railroad spur, west of I-235 and east of Russell M. Perry Avenue. This Planned Unit Development contemplates new urban single-family residential development in a historic neighborhood north of Bricktown. This development is in response to a Request for Proposals from the Oklahoma City Urban Renewal Authority dated August 11, 2004.

2.0 LEGAL DESCRIPTION

The legal description of the property comprising the Planned Unit Development of The Hill at Bricktown is described in Exhibit "A", attached hereto and made part of design statement.

3.0 THE APPLICANT

The applicant of the Planned Unit Development is Oklahoma City Urban Renewal Authority, c/o Mr. Joe Van Bullard, 204 N. Robinson, Suite 2400 Oklahoma City, Oklahoma, 73102, Telephone (405) 235-3771 and The Hill at Bricktown, L.L.C., c/o John B. Davis, 101 Park Avenue, suite 250, Oklahoma City, OK, 73102, Telephone 232-6357.

4.0 SITE AND SURROUNDING DEVELOPMENT

4.1 ZONING

All of the six block area consists of vacant lots. There are some streets and public utilities within this area. Approximately 0.40 acres is presently zoned C-4, General Business. The rest of the lots are zoned R-4 General Residential. Surrounding properties are zoned as follows:

- West PUD-728 & R-4 Apartments
- North R-1/Highway access Ramp
- East I-235 Centennial Expressway and R-3
- South Northern edge of Bricktown (BC)

4.2 TOPOGRAPHIC CHARACTERISTICS

The project site slopes generally southwesterly towards Russell. M. Perry Avenue to the railroad spur. The site slopes from an elevation of 1235 to 1200 over an average of 850 feet. The project area generally drains to south and west and is served by a limited amount of public storm sewer along Russell M. Perry Avenue. See Exhibit "C".

4.3 SOIL CHARACTERISTICS

Using a generalized soil map of Oklahoma County the site was found to contain a soil group called Renfrow-Bethany Association. These soils are naturally well drained; Internal drainage is medium and permeability is very slow. Water holding capacity is high and the soils are susceptible to water erosion in sloping areas. The suitability for drives and streets is fair to poor. Moderate shrink-swell occurs Surfacing is needed for all-weather road. Additionally, special design and treatment for basement and foundation construction is needed. Drainage and aeration is necessary to keep soil dry under buildings.

4.4 EXISTING VEGETATION

Existing vegetation is minimal. There are a few trees on some of the grass-covered vacant lots.

5.0 CONCEPT

The concept of the Planned Unit Development of The Hill at Bricktown is to provide for the redevelopment of a historic neighborhood north of Bricktown. The construction of new attached single-family residential buildings will maintain the original character of the area with long narrow lots and mid-block alleys. The single-family residential uses will be located in zero-lot line masonry façade buildings designed to emphasize the streetscape of an intimate urban neighborhood.

6.0 SERVICE AVAILABILITY

6.1 STREETS

The site is bounded by local streets on the north, south and west and by I-235 on the east. On the west is Russell M. Perry Avenue, to the north is NE 2nd Street; to the east is I235 (Centennial Expressway), to the south is a railroad spur. Within a half mile are entrances to Centennial Expressway, Lincoln Boulevard, and Interstate 40.

Existing streets are primarily asphalt surfaces. Roadway widths range from 20 feet to 26 feet. Concrete curb and gutter is present in most areas with the exception of the south portions of Geary Avenue and Byers Avenue, which is not paved. The condition of the existing roadways varies widely. Numerous patches are evident. New asphalt recently was installed on Russell M. Perry Avenue. Surface conditions indicate that the subgrade base beneath the roadways remains in good condition in most areas.

6.2 SANITARY SEWER

The project area is served by public sanitary sewer maintained by the City of Oklahoma City. The existing sanitary sewer is primarily vitrified clay pipe installed in the early 1900's. Two eight inch laterals serve the blocks between NE 2nd Street and NE 1st Street and south of NE 1st Street. Both lines are located within alleyways. Additionally, a twelve inch trunk line is located within the alleyway south along 1st Street extending under I-235. All lines will be relocated with this development.

6.3 WATER

Existing water facilities contain adequate capacity to serve the proposed project. Water lines serving the area range from a twelve inch diameter main along NE 1st Street to six inch distribution lines.

6.4 FIRE PROTECTION

Adequate fire protection exists for the project area, provided by the City of Oklahoma City. The closest fire stations to this site are Station No. 6 at 620 NE 8th Street and Station No. 4 at 100 SW 4th Street.

6.5 GAS, ELECTRICITY, TELEPHONE AND CABLE TV

Adequate urban utility lines are available for extension into this Planned Unit Development site. Proper coordination with the various utility companies will be made in conjunction with the development of this site.

7.0 SPECIAL DEVELOPMENT REGULATIONS

The following Special Development Regulations and/or limitations are placed upon the development of the Planned Unit Development of The Hill at Bricktown: Planning and zoning regulations will be those which are in effect at the time of approval of the Planned Unit Development. Certain zoning districts are referred to as a part of the Special Development Regulations of this Planned Unit Development. For purposes of interpretation of these Special Development Regulations, the operative and controlling language and regulations of such zoning districts shall be the language and regulations applicable to the referenced zoning districts as contained in the City of Oklahoma City's Planning and Zoning Code as such exists on the day of enactment of the ordinance approving this Planned Unit Development by the City Council. In cases of conflict between the provisions of the City Codes and Regulations and the provisions of this Planned Unit Development, the provisions of this Planned Unit Development shall be deemed to supersede.

The following Sections 7.1 through 8.1.8 cannot be changed or amended in any way except by action of City Council after review and recommendation by the Planning Commission.

The regulations are as follows:

7.1 USE REGULATIONS

The following use and development regulations and/or limitations shall apply for the development of the Planned Unit Development of the Hill at Bricktown.

7.1.1 The Use Regulations and Development Regulations of the R-1 Single-Family Residential District shall apply for the development of all tracts within The Hill at Bricktown PUD except as otherwise specified herein.

7.1.2 The following uses **shall not** be allowed within The Hill at Bricktown PUD:

- 2201.5 Mobile Home Residential
- 2301.1 Light Public Protection and Utility; Restricted
- 2301.2 Light Public Protection and Utility; General
- 2304.1 Low Impact Institutional; Residential Oriented
- 2304.2 Low Impact Institutional; Neighborhood Related
- 2305.2 Library Services and Community Centers

7.2 LANDSCAPING & SCREENING

- 7.2.1** Landscaping shall be provided in accordance with the Oklahoma City zoning regulations, except as modified herein. Landscaping required for each lot may be placed within the common areas.
- 7.2.2** A conceptual plan showing landscaping for the common areas is attached as Exhibit "E". Developmental phasing shall be allowed for common area landscaping.
- 7.2.3** Other than building entrance hardscape and sidewalk, open areas shall be landscaped with grass and shrubbery next to the building. Hardscape includes pavers, walls and decorative stone finishes.
- 7.2.4** Sight-proof screening shall not be required on any portion of the PUD property.
- 7.2.5** Required landscaping shall be permitted in the right of way.

7.3 LIGHTING

Lighting will be arranged so that lights will not project directly onto adjacent property.

7.4 SETBACKS

- 7.4.1** Building setbacks shall be as follows:
 - 2424 front yard - none
 - 2425 side yard – none
 - 2426 side yard and adjacent to a street – none
 - 2427 rear yard – none
- 7.4.2** Street and sidewalk improvements are required within the existing right of way. Curvilinear sidewalks are permitted. Sidewalks are required along all street frontages.
- 7.4.3** Maximum building coverage is 100%. Parking lots, driveways, sidewalks and other site-related hardscape elements are excluded from coverage calculations.

7.5 DEVELOPMENT REGULATIONS

- 7.5.1** Minimum lot size: 1000 square feet.
- 7.5.2** Intensity of use:
 - 7.5.2a** Maximum lot coverage; 100%
 - 7.5.2b** Density: 1000 square feet per dwelling unit
- 7.5.3** Minimum lot width: 20 feet
- 7.5.4** There shall be no required separation of driveways from adjacent driveways.
- 7.5.5** Each lot shall not be required to have access or be adjacent to public rights-of-way.
- 7.5.6** Architectural Icons, statues and artwork of historical significance to this area shall be allowed throughout this PUD. If placed within the rights of ways, each will require a revocable permit from the City of Oklahoma City.
- 7.5.7** The Town Hall Building shall be located in the common area at the south/southwest edge of the project.

7.6 BUILDING RESTRICTIONS

- 7.6.1** Maximum building height is 50 feet at every point within this planned unit development exclusive of architectural projections. Said architectural projections shall not exceed an additional 10 feet for a total building height of 60 feet.
- 7.6.2** For new residential buildings, 100% of building walls (excluding doors, windows and other openings) adjacent to a street shall be brick, dressed stone, painted stucco of a consistent nature, cast stone design or similar materials.
- 7.6.3** Building elevations for new residential construction shall be as shown on Exhibit "F".
- 7.6.4** Individual units may be attached, however, a group of units shall have a minimum separation of 10 feet between another group of units. A site plan will be submitted at the time of building permit application to identify the groups of buildings.

7.7 SIGN REGULATIONS

7.7.1 Each building is allowed the following signage:

- One building sign, for the purpose of identifying, unit numbers and project names. The building sign shall be either (a) a flat sign no greater than 25 square feet that can be attached directly to the face of the building or (b) a two sided sign no greater than 25 square feet that can be hung perpendicular to the face of the building using brackets or other similar devices and extending no greater than 4 feet into the adjacent street right-of-way.
- One building sign, for the purpose of identifying the address of each unit.. The building sign shall be either (a) a flat sign no greater than 6 square feet that can be attached directly to the face of the building or (b) a two sided sign no greater than 6 square feet that can be hung perpendicular to the face of the building using brackets or other similar devices and extending no greater than 4 feet into the adjacent street right-of-way.

7.7.2 General Sign Regulations

- One monument sign or architectural icon shall be allowed within the PUD for the purpose of identifying the neighborhood. The sign shall have a sign face area of no greater than 75 total square feet for all associated sign faces in the monument. It shall also not exceed 10 feet in height or width. It shall be ground-mounted and placed within the property lines or common areas of the related building or not greater than 5 feet into the adjacent street right-of-way. All signage placed within the street right-of-way will require a revocable permit from the City of Oklahoma City and must continue to be maintained by the Home Owner's Association.
- Twenty flush mounted signs within the sidewalks may be placed within this PUD for the purpose of identifying or describing events or items of historical significance to this area. Each sign shall not exceed 6 square feet in area. These signs may be placed within the

street right of way, however, all signage placed within the street right-of-way will require a revocable permit from the City of Oklahoma City and must be maintained by the Home Owner's Association.

- Signs which describe or depict persons or events of historical significance within this area may be placed upon the common community building.
- Neighborhood identification signs may be placed upon or next to street signs. Said signs may not exceed 2.25 square feet.
- Street Name identification may be allowed to be plaques cast into the curb at intersections. The street identification signs shall be similar in size and text as standard street identification signs. These signs shall be maintained by the homeowner's association.

7.7.3 Non accessory signs are not allowed within The Hill at Bricktown PUD.

7.8 PARKING

7.8.1 Parking requirements shall be met by the attached garages. On-street parking may be constructed within The Hill at Bricktown PUD. On-street parking shall meet the dimensional requirements of the Zoning Regulations of the City of Oklahoma City.

7.9 ACCESS

7.9.1 Access to The Hill at Bricktown PUD is shown on the Master Development Plan and as further described:

7.9.2 Vehicular access to each building is allowed from dedicated alleys. Controlled access gates at each building or block drive entrance are allowed.

7.9.3 Primary access to individual units by common areas and private drives shall be allowed.

8.0 GENERAL PROVISIONS

8.1 IMPROVEMENTS

Improvements shown on the conceptual plan are conceptual only. Final design will be determined at the development and building permit stage.

- 8.1.1 Platting shall be required for this PUD.
- 8.1.2 Individual lots shall be allowed cross-access for the purpose of parking, access and maneuvering via a platted common area.
- 8.1.3 Drainage improvements, if required, will be in accordance with applicable sections of the Oklahoma City Code of Ordinances. Private drainageways will be permitted and constructed in accordance with Chapter 16 of the Oklahoma City Municipal Code which includes certain allowances in construction standards for planned unit developments.
- 8.1.4 All roofing material shall be Class "C" rated or better.
- 8.1.5 In general, all common areas shall be all areas within this PUD which are not public right of way or private building lots. These common areas may be used for common access to units, landscaped areas, utility corridors or easements, parking, common use buildings and structures and private drives.
- 8.1.6 Sidewalks shall be required within this PUD, however, sidewalks on both sides of the streets shall not be required if connectivity is achieved through crosswalks and connective corridors. A conceptual layout is provide in this PUD.
- 8.1.7 Fencing and screen walls may be provided. All walls and fences shall be compatible with the surrounding structures.
- 8.1.8 General streetscape items may be allowed within this PUD within common areas and public right of way. All items shall be maintained by the home owner's association. Any items within the public right of way shall require a revocable permit from the City of Oklahoma City.

9.0 EXHIBITS

The following exhibits are hereby attached hereto and made part of this Planned Unit Development of The Hill at Bricktown. The exhibits are as follows:

EXHIBIT "A"	Legal Description
EXHIBIT "B"	Master Development Plan Map
EXHIBIT "C"	Topographical Map
EXHIBIT "D"	Conceptual Design
EXHIBIT "E"	Conceptual Landscape Plan
EXHIBIT "F"	Building Elevations
EXHIBIT "G"	Pedestrian Plan

EXHIBIT "A" LEGAL DESCRIPTION

A part of the South half of Section Thirty four (34), Township Twelve North (T12N), Range Three West (R3W) of the I.M., more particularly described as follows:

ALL OF BLOCKS FOURTEEN(14), TWENTY-THREE(23), AND TWENTY-FOUR(24), AND THE SOUTH HALF OF BLOCK THIRTEEN(13) IN MILITARY ADDITION, TO OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, AS SHOWN BY THE RECORDED PLAT THEREOF:

AND

LOTS SEVENTEEN(17) THRU TWENTY(20) BLOCK THIRTEEN(13); AND LOTS ELEVEN THRU SIXTEEN(16) BLOCK TWENTY FOUR(24), IN PHILLIPS AND MEADE EAST SIDE ADDITION, TO OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, AS SHOWN BY THE RECORDED PLAT THEREOF:

AND

BEGINNING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK 13, MILITARY ADDITION TO OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA;

THENCE N1°23'05"E ALONG THE WEST LINE OF SAID LOT 8 A DISTANCE OF 136.53';

THENCE S89°12'47"E A DISTANCE OF 168.76';

THENCE S42°30'24"E A DISTANCE OF 48.11';

THENCE S50°48'48"E A DISTANCE OF 179.61';

THENCE S26°43'57"E A DISTANCE OF 178.41';

THENCE S17°36'21"E A DISTANCE OF 279.20';

THENCE S85°52'20"W A DISTANCE OF 61.82 FEET TO THE SOUTHEAST CORNER OF LOT 17, BLOCK 24, PHILLIPS AND MEAD EAST SIDE ADDITION TO OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA;

THENCE S85°52'20"W ALONG THE SOUTH SIDE OF SAID LOT 17 A DISTANCE OF 200.42 FEET TO THE SOUTHWEST CORNER OF SAID LOT 17;

THENCE N0°24'20"W ALONG THE WEST SIDE OF SAID LOT 17 A DISTANCE OF 83.40 FEET TO THE SOUTHWEST CORNER OF LOT 16, BLOCK 24 OF PHILLIPS AND MEAD EAST SIDE ADDITION;

THENCE N89°26'35"E A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 11, BLOCK 24, PHILLIPS AND MEAD EAST SIDE ADDITION;

THENCE N0°24'20"W ALONG THE EAST SIDE OF SAID LOT 11 A DISTANCE OF 170.00 FEET TO A POINT ON THE CENTERLINE OF NE. 1ST STREET;

THENCE S89°26'35"W ALONG THE CENTERLINE OF NE 1ST STREET A DISTANCE OF 50.00 FEET;

THENCE N0°24'20"W ALONG THE EAST SIDE OF LOT 20, BLOCK 13, IN PHILLIPS AND MEADE EAST SIDE ADDITION, TO OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, A DISTANCE OF 150.00 FEET TO A POINT ON THE CENTERLINE OF A 20.00 FEET WIDE ALLEY;

THENCE S89°26'35"W ALONG THE CENTERLINE OF SAID ALLEY A DISTANCE OF 122.04 FEET TO A POINT ON THE CENTERLINE OF BYERS AVENUE;

THENCE N0°29'22"E ALONG THE CENTERLINE OF BYERS AVENUE A DISTANCE OF 0.83 FEET;

THENCE N88°40'22"W ALONG THE CENTERLINE OF SAID ALLEY A DISTANCE OF 222.04 FEET;

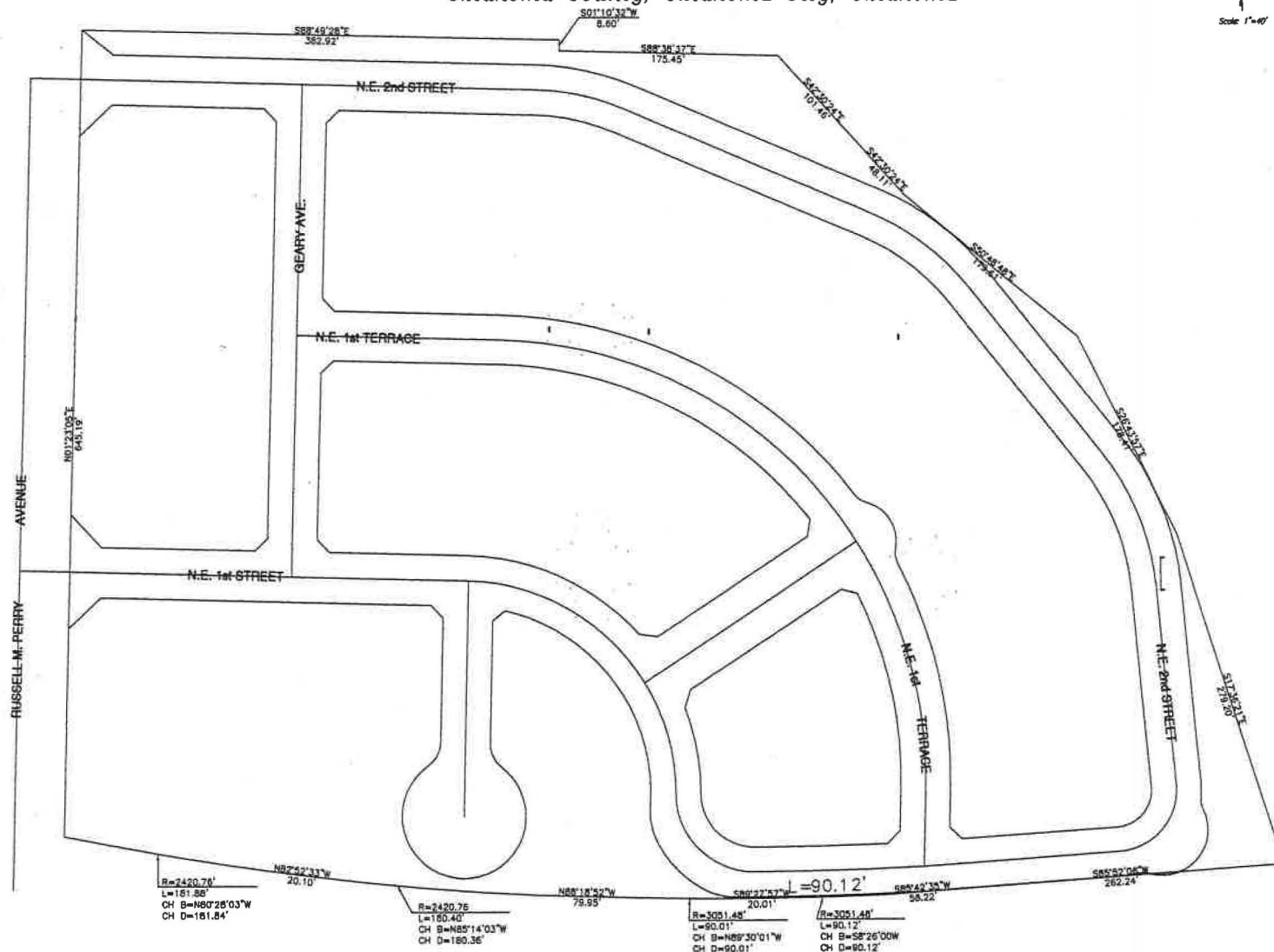
THENCE N1°23'05"E A DISTANCE OF 10.00' TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 8, BLOCK 13, MORE OR LESS.

EXHIBIT “B”

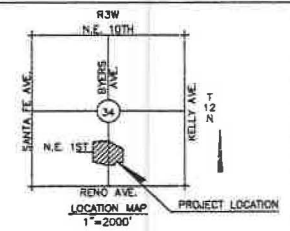
MASTER DEVELOPMENT PLAN MAP

MASTER DEVELOPMENT PLAN OF THE HILL AT BRICKTOWN

A Part of the Southhalf (S/2), of Section 34, T12N, R3W, I.M.
Oklahoma County, Oklahoma City, Oklahoma



Scale 1"=40'



TODD Engineering, Inc.

Civil Engineering & Consulting
P.O. BOX 662925 Oklahoma City, Oklahoma 73166
1205 S.W. 104th Street, Oklahoma City, Oklahoma 73150
Phone: (405) 661-1626 Fax: (405) 661-1627

THE HILL PRELIMINARY PLAT
10-31-95

EXHIBIT "C"

TOPOGRAPHICAL MAP

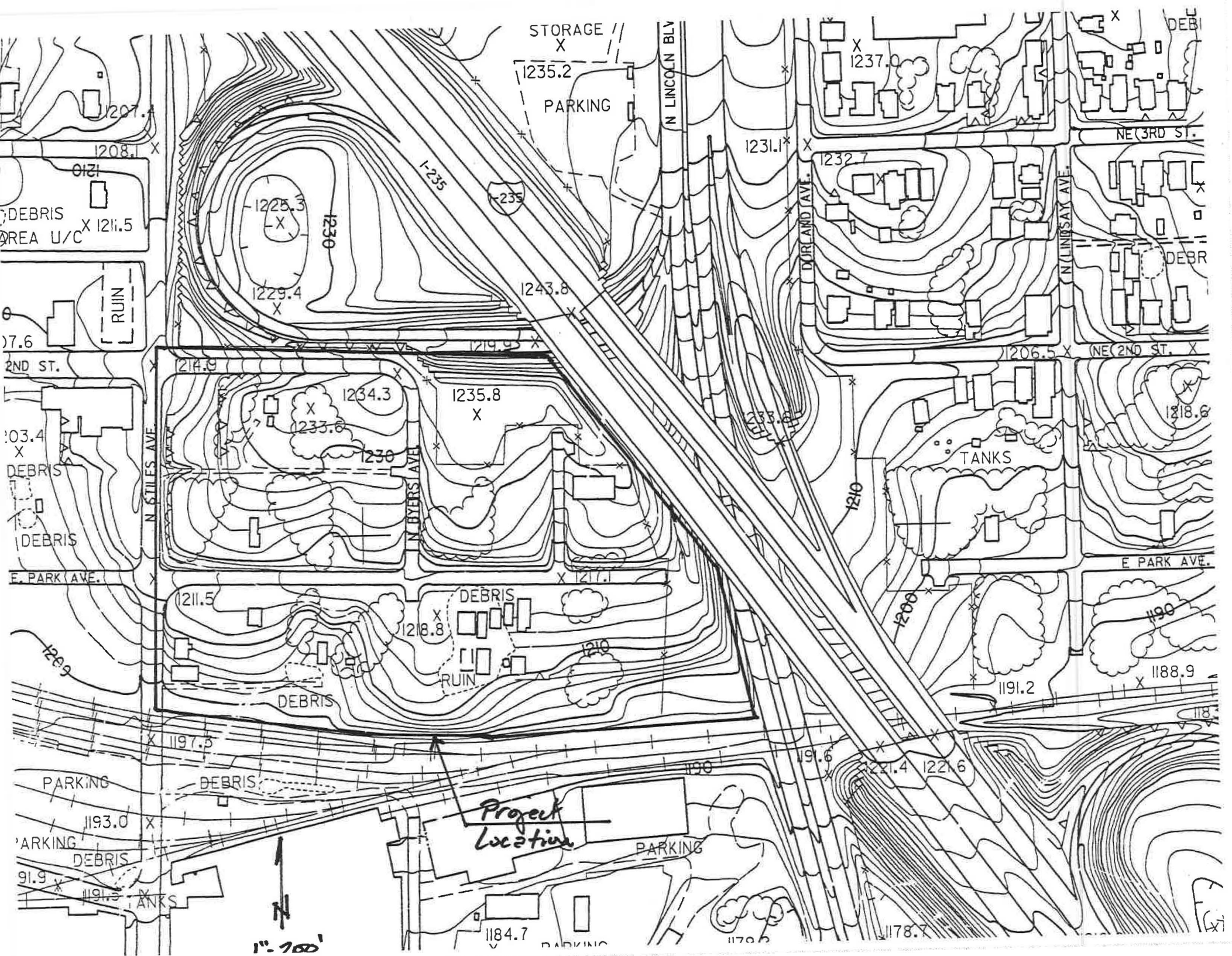


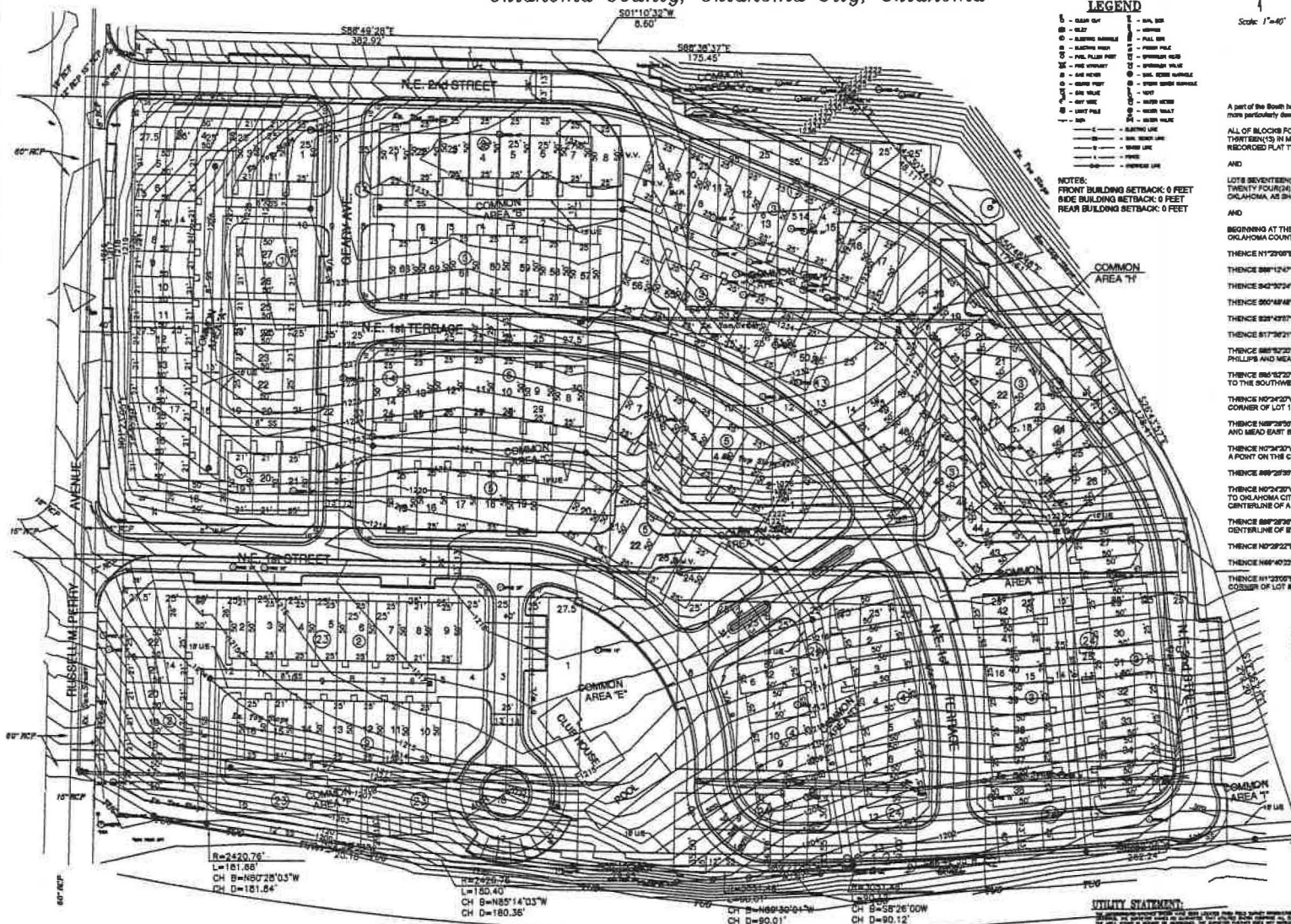
EXHIBIT “D”

CONCEPTUAL DESIGN

PLAT DATA
NO. OF LOTS - 148
AREA OF PLAT

PRELIMINARY PLAT OF THE HILL AT BRICKTOWN

A Part of the Southhalf (S/2), of Section 34, T12N, R3W, I.M.
Oklahoma County, Oklahoma City, Oklahoma



LEGEND

- 1. - GRASS LOT
- 2. - LOT
- 3. - ALLEYS
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NOTES:
FRONT BUILDING SETBACK: 0 FEET
SIDE BUILDING SETBACK: 0 FEET
REAR BUILDING SETBACK: 0 FEET

COMMON AREA 'A'

COMMON AREA 'B'

COMMON AREA 'C'

COMMON AREA 'D'

COMMON AREA 'E'

COMMON AREA 'F'

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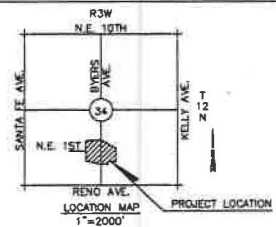
COMMON AREA 'V'

COMMON AREA 'W'

COMMON AREA 'X'

COMMON AREA 'Y'

COMMON AREA 'Z'



LEGAL DESCRIPTION

A part of the South half of Section Thirty Four (34), Township Twelve North (T12N), Range Three West (R3W) of the I.M., more particularly described as follows:

ALL OF BLOCKS FOURTEEN(14), TWENTY-THREE(23), AND TWENTY-FOUR(24), IN PHILLIPS AND MEADE EAST SIDE ADDITION, TO OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, AS SHOWN BY THE RECORDED PLAT THEREOF;

AND

LOTS SEVENTEEN(17) THRU TWENTY(20) BLOCK THIRTY(30); AND LOTS ELEVEN THRU SEVENTEEN(17) BLOCK TWENTY-FOUR(24), IN PHILLIPS AND MEADE EAST SIDE ADDITION, TO OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, AS SHOWN BY THE RECORDED PLAT THEREOF;

AND

BEGINNING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK 13, MILITARY ADDITION TO OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA;

THENCE N17°20'00"E ALONG THE WEST LINE OF SAID LOT 8 A DISTANCE OF 138.82;

THENCE S88°12'45"E A DISTANCE OF 186.79;

THENCE S42°02'45"E A DISTANCE OF 46.11;

THENCE S60°48'48"E A DISTANCE OF 129.81;

THENCE S33°42'00"E A DISTANCE OF 175.41;

THENCE S17°36'21"E A DISTANCE OF 278.22;

THENCE S88°52'32"W A DISTANCE OF 81.82 FEET TO THE SOUTHEAST CORNER OF LOT 17, BLOCK 24, PHILLIPS AND MEADE EAST SIDE ADDITION TO OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA;

THENCE S88°52'32"W ALONG THE SOUTH SIDE OF SAID LOT 17 A DISTANCE OF 203.42 FEET TO THE SOUTHWEST CORNER OF SAID LOT 17;

THENCE N0°24'32"W ALONG THE WEST SIDE OF SAID LOT 17 A DISTANCE OF 81.82 FEET TO THE SOUTHWEST CORNER OF LOT 18, BLOCK 24 OF PHILLIPS AND MEADE EAST SIDE ADDITION;

THENCE N48°02'00"E A DISTANCE OF 160.00 FEET TO THE SOUTHEAST CORNER OF LOT 11, BLOCK 24, PHILLIPS AND MEADE EAST SIDE ADDITION;

THENCE N0°24'32"W ALONG THE EAST SIDE OF SAID LOT 11 A DISTANCE OF 120.00 FEET TO A POINT ON THE CENTERLINE OF NE 1ST STREET;

THENCE S89°28'30"W ALONG THE CENTERLINE OF NE 1ST STREET A DISTANCE OF 80.00 FEET;

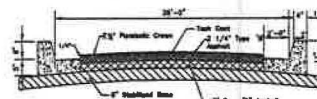
THENCE N0°24'32"W ALONG THE EAST SIDE OF LOT 20, BLOCK 13, IN PHILLIPS AND MEADE EAST SIDE ADDITION, TO OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, A DISTANCE OF 180.00 FEET TO A POINT ON THE CENTERLINE OF A 20.00 FEET WIDE ALLEY;

THENCE S89°02'00"W ALONG THE CENTERLINE OF SAID ALLEY A DISTANCE OF 120.00 FEET TO A POINT ON THE CENTERLINE OF BYRNE AVENUE;

THENCE N0°24'32"E ALONG THE CENTERLINE OF BYRNE AVENUE A DISTANCE OF 580.00 FEET;

THENCE N46°40'22"W ALONG THE CENTERLINE OF SAID ALLEY A DISTANCE OF 222.04 FEET;

THENCE N1°23'00"E A DISTANCE OF 10.00 TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 8, BLOCK 13, MORE OR LESS.



TYPICAL PAVING SECTION



TODD Engineering, Inc.

Civil Engineering & Consulting
P.O. Box 862935 Oklahoma City, Oklahoma 73186
1500 S.W. 104th Street Oklahoma City, Oklahoma 73158
Phone: (405) 691-1625 Fax: (405) 691-1627

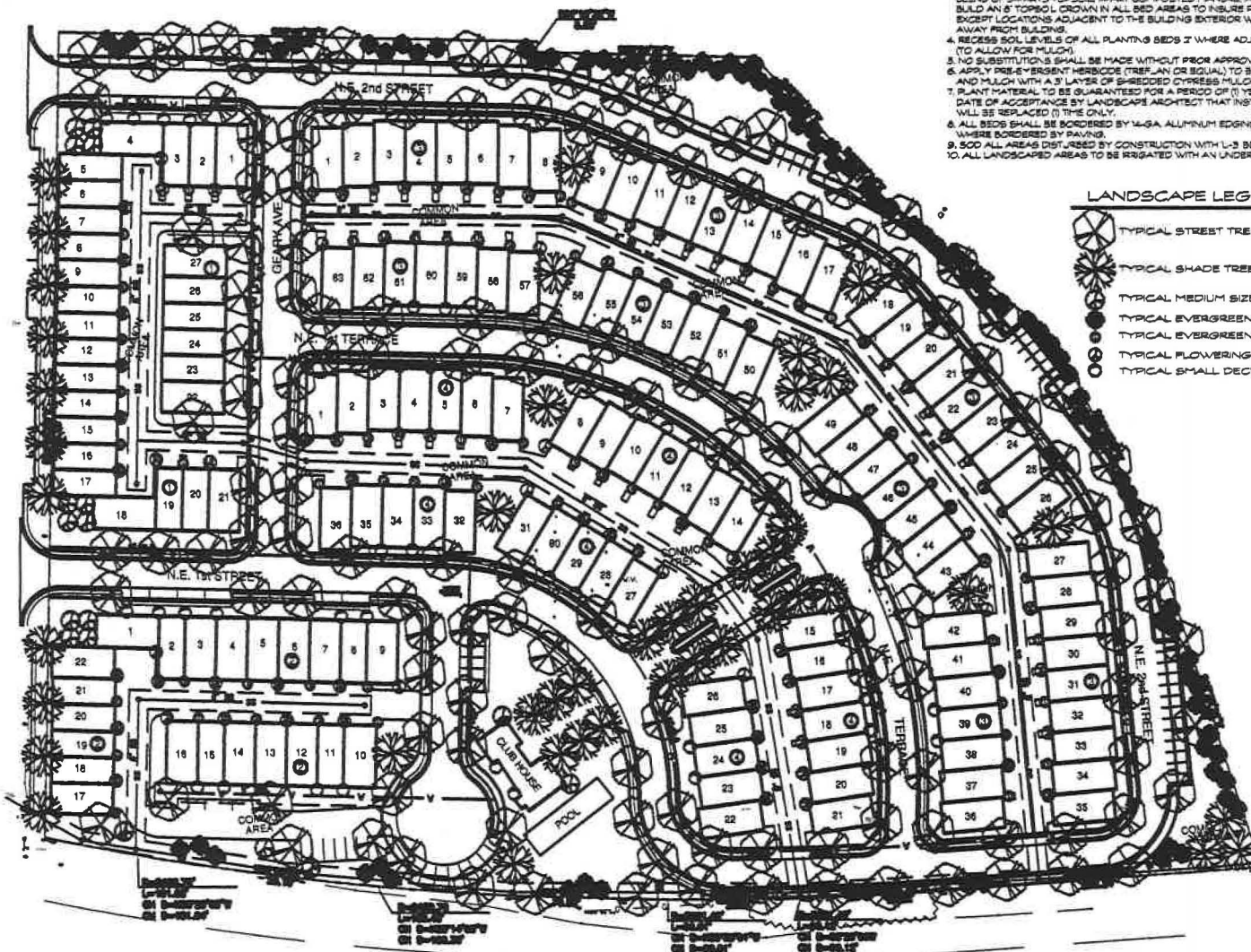
UTILITY STATEMENT

THE ENGINEER HAS CONDUCTED A VISUAL SURVEY OF THE PLAT AREA AND HAS DETERMINED THAT THERE ARE NO UTILITIES LOCATED WITHIN THE PLAT AREA. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE PLAT AREA TO DETERMINE THE LOCATION OF UTILITIES. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE PLAT AREA TO DETERMINE THE LOCATION OF UTILITIES.

THE HILL PRELIMINARY PLAT
10-31-05

EXHIBIT “E”


CONCEPTUAL LANDSCAPE PLAN



PLANTING NOTES

1. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND AVOIDING ALL SITE UTILITIES.
2. FIELD ADJUST PLANT LOCATIONS AS NECESSARY. PLANT SPACINGS ARE APPROXIMATE.
3. REMOVE EXISTING SOIL. BED AREA TO A DEPTH OF 8" & REPLACE WITH A TOPSOIL BLEND OF 3 PARTS TOPSOIL, 1 PART COMPOSTED MANURE AND 1 PART SAND.
4. BUILD AN 8" TOPSOIL BED OVER ALL BED AREA TO INSURE PROPER DRAINAGE EXCEPT LOCATIONS ADJACENT TO THE BUILDING EXTERIOR WHERE THE SOIL SHALL SLOPE AWAY FROM BUILDING.
5. RECESS SOIL LEVELS OF ALL PLANTING BEDS 2" WHERE ADJACENT TO PAVED AREAS. (TO ALLOW FOR MULCH).
6. NO SUBSTITUTIONS SHALL BE MADE WITHOUT PRIOR APPROVAL FROM LANDSCAPE ARCHTGT.
7. APPLY 2" DEEP 1/2" BERBERIS CHIPS AND 2" DEEP SOIL TO BED AREAS AFTER PLANTING AND MULCH WITH A 3" LAYER OF 5/8" DEEP DRYES MULCH.
8. PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF (1) YEAR, BEGINNING ON THE DATE OF ACCEPTANCE BY LANDSCAPE ARCHTGT THAT INSTALLATION IS COMPLETE. PLANTS WILL BE REPLACED AT NO COST.
9. ALL BEDS SHALL BE BORDERED BY 1/2" ALUMINUM EDGING (BLACK) EXCEPT WHERE BORDERED BY PAVING.
10. 1/2" ALUMINUM EDGING SHALL BE CONSTRUCTION WITH 1-3 BERBERIS GRASS.
11. ALL LANDSCAPED AREAS TO BE IRRIGATED WITH AN UNDERGROUND AUTOMATED IRRIGATION SYSTEM.

LANDSCAPE LEGEND

- 
- TYPICAL STREET TREE (4' CAL.)
- TYPICAL SHADE TREE (4' CAL.)
- TYPICAL MEDIUM SIZED ORNAMENTAL TREE (2.5' CAL.)
- TYPICAL EVERGREEN TREE (8' HT.)
- TYPICAL EVERGREEN ACCENT TREE (7' HT.)
- TYPICAL FLOWERING ACCENT TREE (7' HT.)
- TYPICAL SMALL DECIDUOUS TREE (2' CAL.)



**LANDSCAPE ARCHITECTURE
SITE PLANNING**
3150 N.W. 146th STREET
OKLAHOMA CITY, OKLAHOMA 73127
VOICE 405.752.5016
FAX 405.752.5701

WE SPECIALIZE IN DESIGN DEVELOPMENT FOR THE PRIVATE AND COMMERCIAL SECTORS. OUR DESIGN TEAM HAS THE KNOWLEDGE AND EXPERIENCE TO DESIGN AND CONSTRUCT THE LANDSCAPE FOR YOUR PROJECT. WE ARE A FULL SERVICE FIRM WITH A COMMITMENT TO EXCELLENCE. WE ARE THE ONLY FIRM IN OKLAHOMA TO BE A LEED CERTIFIED FIRM. WE ARE THE ONLY FIRM IN OKLAHOMA TO BE A LEED CERTIFIED FIRM.

REVISIONS:

A handwritten musical notation on a three-line staff. It consists of a vertical line intersecting all three horizontal lines of the staff, forming a cross-like shape.

PROJECT B:

SCALE

DRAFTED BY: HP/BO
DISCUSS BY: MUR/

APPROVED BY: SUM



THE HILL @ BRICKTOWN
OKLAHOMA CITY, OKLAHOMA

PRELIMINARY LANDSCAPE PLAN

SUBMITTAL:

TITLE:
PRELIMINARY
LANDSCAPE
PLAN

EXHIBIT "F"

BUILDING ELEVATIONS



THE HILL AT BRICKTOWN

OKLAHOMA CITY, OK.

OCT. 18, 2005

HPA #04253



**TOWN HALL
FRONT ELEVATION**



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Oklahoma City's New Urban Living Experience

THE HILL AT BRICKTOWN

OKLAHOMA CITY, OK.

TOWN HALL

OCT. 18, 2005

HPA #04253



REAR ELEVATION



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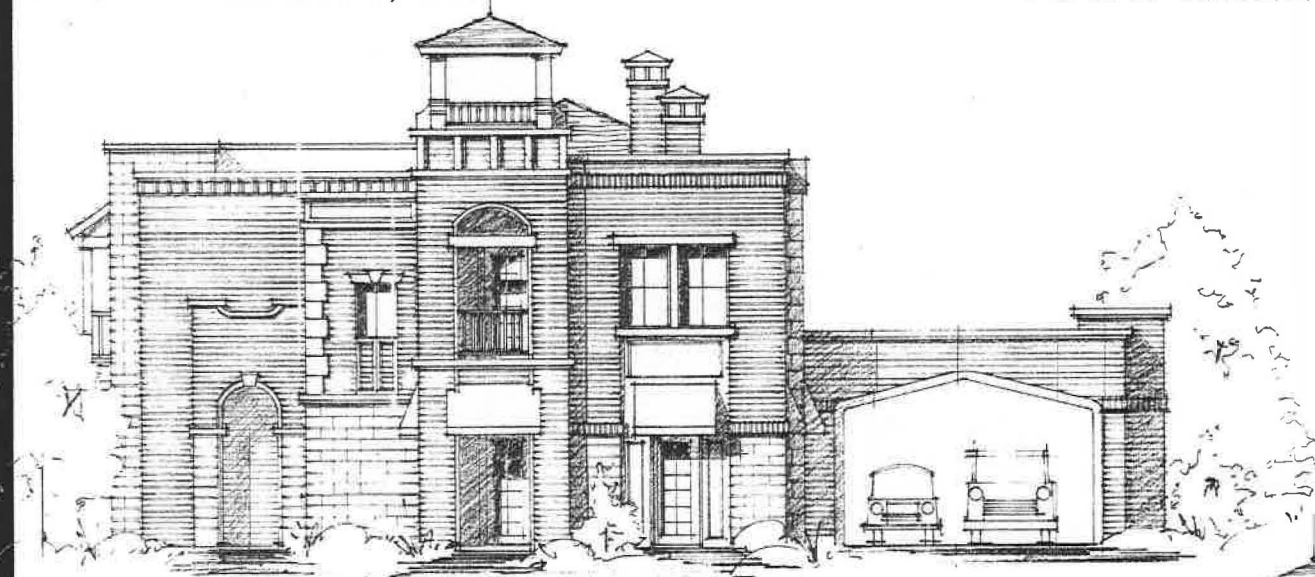
THE HILL AT BRICKTOWN

OKLAHOMA CITY, OK.

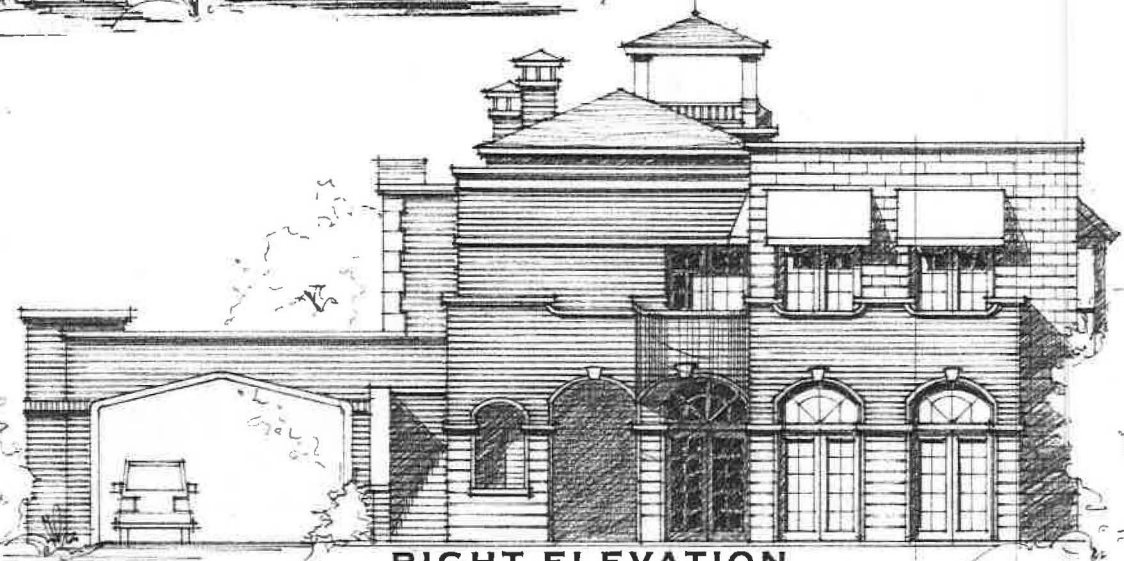
TOWN HALL

OCT. 18, 2005

HPA #04253



LEFT ELEVATION



RIGHT ELEVATION



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Humphreys and Partners Architects, LP

5350-ALPHA ROAD-DALLAS-TEXAS-75246-972.761.9838

EXHIBIT “G”

PEDESTRIAN PLAN

EXHIBIT A-3:
The Hill Declaration of Covenants, Conditions, and Restrictions (DCCRs)

Doc # 2009136019
Bk 11217
Pg 476-531
DATE 10/13/09 14:34:04
Filing Fee \$123.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE HILL AT BRICKTOWN,
AN ADDITION TO THE CITY OF OKLAHOMA CITY

TABLE OF CONTENTS

Article I Definitions.....	3
Article II Maintenance.....	7
2.1. Association's Responsibility.....	7
2.2. Owner's Responsibility.....	7
2.3. Association Indemnification.....	8
2.4. Owner Indemnification.....	8
2.5. Rights of Indemnifying Party.....	9
Article III Easements.....	9
3.1. Easements.....	9
3.2. Cross-Access.....	10
3.3. Right of Entry.....	10
Article IV Use and Occupancy; Leases Subject to Declaration.....	10
4.1. Declarant Business Office.....	10
4.2. Mineral Drilling and Mining.....	11
4.3. Refuse Storage; Growth.....	11
4.4. Signs and Billboards; Declarant's Right.....	11
4.5. Vehicle Parking and Storage.....	11
4.6. Exterior Improvements.....	11
4.7. Temporary Structure.....	11
4.8. Nuisance Activity.....	12
4.9. Underground Utilities.....	12
Article V Association Function, Membership and Voting Rights.....	12
5.1. Function of Association.....	12
5.2. Membership.....	12
5.3. Voting.....	12
Article VI Rights and Obligations of the Association.....	13
6.1. Common Area.....	13
6.2. Personal Property and Real Property for Common Use.....	13
6.3. Enforcement.....	14
6.4. Implied Rights; Board Authority.....	15
6.5. Indemnification.....	15
6.6. Security.....	15
Article VII Insurance and Casualty Losses.....	16
7.1. Coverage.....	16
7.2. Damage and Destruction.....	17
7.3. Owner's Insurance.....	17
7.4. OCURA Insurance Coverage.....	17

Article VIII Annexation of Property.	18
8.1. Annexation With Approval of Membership.	18
8.2. Annexation by Declarant	18
Article IX Assessments.	18
9.1. Creation of Assessments.	18
9.2. Declarant's Obligation for Assessment.	19
9.3. Computation of Base Assessment.	20
9.4. Reserve Budget and Capital Contribution.	20
9.5. Special Assessments.	20
9.6. Specific Assessments.	21
9.7. Date of Commencement of Assessments.	21
9.8. Lien for Assessments.	21
9.9. Failure to Assess.	22
Article X Use Restrictions.	22
10.1. Framework for Regulation.	22
10.2. Review and Modification.	22
10.3. Owners' Acknowledgment and Notice to Purchasers.	23
10.4. Protection of Owners and Others.	23
Article XI Declarant's Rights.	24
Article XII Dispute Resolution and Limitation on Litigation.	24
12.1. Agreement to Avoid Litigation.	24
12.2. Exempt Claims.	24
12.3. Mandatory Procedures for All Other Claims.	25
12.4. Allocation of Costs of Resolving Claims.	26
12.5. Enforcement of Resolution.	27
Article XIII General Provisions.	27
13.1. Term.	27
13.2. Amendment.	27
13.3. Construction.	28
13.4. Perpetuities.	28
13.5. Mortgagee Rights.	28
13.6. Litigation.	29
13.7. Conflict.	29
13.8. Compliance.	29
13.9. Notice of Sale or Transfer of Title.	29
13.10. No Partition.	30
13.11. Condemnation.	30
13.12. Notice.	30
13.13. Boundary Wall Agreement.	31

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE HILL AT BRICKTOWN,
AN ADDITION TO THE CITY OF OKLAHOMA CITY**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 12th day of October 2009, by the Oklahoma City Urban Renewal Authority, a public body corporate ("OCURA").

OCURA owns all of the real property in the subdivision known as The Hill at Bricktown, the plat of which was filed September 3, 2009, and recorded in Book 67 at Page 61 in the office of the County Clerk of Oklahoma County, Oklahoma, (the "Platted Land") and desires to impose a general plan of improvement and maintenance for the benefit of the Declarant (as such term is defined in Article I below) and the future owners of each portion of the Platted Land that becomes Property (as such term is defined in Article I below).

OCURA hereby declares that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which touch, concern, and shall run with the real property subjected to this Declaration. This Declaration shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns.

Article I Definitions.

The terms used in this Declaration and the exhibits to this Declaration shall generally be given their commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

"Annexed Expansion Tracts": As defined in Section 8.2.

"Antenna": As defined in Section 4.6.

"Association": The Hill at Bricktown Homeowners Association, Inc., an Oklahoma non-profit corporation, and its successors and assigns.

"Award": As defined in Section 12.3(d)(2).

"Base Assessment": Assessments levied on all Lots subject to assessment in order to fund Common Expenses for the general benefit of all Lots and the Common Areas.

"Board of Directors" or "Board": The body responsible for administration of the Association, selected as provided in the Bylaws.

“Bound Parties”: As defined in Section 12.1.

“Boundary Airspace”: As defined in Section 13.13(a).

“Boundary Walls”: As defined in Section 13.13.

“Building”: The residential improvements constructed on a Lot by Declarant.

“Bylaws”: The duly adopted bylaws of the Association.

“Certificate of Incorporation”: The Certificate of Incorporation of the Association, as filed with the Oklahoma Secretary of State.

“Claim”: As defined in Section 12.1.

“Claimant”: As defined in Section 12.3.

“Common Areas”: All portions of the Phase I Property other than Lots and streets dedicated to the public as shown on the Plat, areas shown on the Plat as Common Areas within the Phase I Property, and areas hereafter designated by the Declarant or Association as a Common Area.

“Common Driveways”: As defined in Section 3.1(a)(i).

“Common Expense”: The expenses incurred or anticipated to be incurred by the Association for the maintenance costs for the Common Area and other expenses incurred by the Association in the performance of its obligations hereunder, including, without limitation its obligations with respect to maintenance and repair of the Buildings.

“Declarant”: OCURA, or any successor, successor-in-title or assign of it that is designated as a Declarant with respect to specified portions of the Platted Land in a recorded instrument executed by the immediately preceding Declarant. The Hill at Bricktown, LLC, an Oklahoma limited liability company, is hereby designated the sole Declarant with respect to the Phase I Property.

“Exempt Claims”: As defined in Section 12.2.

“Expansion Tracts”: As described on Exhibit B attached hereto.

“Fiscal Year”: A calendar year beginning January 1 unless the Board adopts a fiscal year that is other than a calendar year.

“Governing Documents”: This Declaration, the Bylaws, and any applicable Supplemental Declaration, all as they may be amended from time to time.

“Landscaping”: Plants, trees, walkways and other paved areas, irrigation systems, benches, exterior lighting, raised planters, or other similar items.

“Lot”: Any Lot or portion of a Lot in the Property, whether improved or unimproved. The term shall refer to the land, if any, which is part of the Lot as well as the Building and any other improvements thereon. For purposes of determining membership and voting rights in the Association, for purposes of Section 13.13, for purposes of the Rules and Regulations, and for such other purposes as the context may require, “Lot” shall include a unit established on a UOE Lot pursuant to the UOE Declaration.

“Maintenance Areas”: Include, in addition to any such areas hereafter designated as such by Declarant or the Association: (A) landscaped areas surrounding a Building, (B) sidewalks, and (C) areas to which access is reasonably necessary for the Association to perform its maintenance obligations under this Declaration, including, without limitation (1) fire protection sprinkler systems and (2) utility services equipment after the point of responsibility of the utility provider up to the point of control by the Owner of a Unit, which latter point shall be, in the case of (a) electricity, up to the point of connection to the breaker panel serving a Unit, (b) telephone, cable television, and internet service, up to the point of connection to the structured media panel in a Unit, (c) natural gas, up to the point of entry of the delivery pipe into a Unit, (d) water, up to the point of connection to the water meter serving a Unit, and (e) sanitary sewer, up to the point of connection to the cleanout.

“Member”: A Person entitled to membership in the Association, as provided in Section 5.2.

“Mortgage”: A mortgage or any other form of security instrument encumbering title to a Lot to secure repayment of a loan. A “Mortgagee” is a beneficiary or holder of a Mortgage.

“Occupant”: Any Person occupying the Property, whether as a lessee or otherwise.

“Owner”: One or more Persons who hold the record title to any Lot, but excluding in all cases any party holding a Mortgage. For purposes of determining membership and voting rights in the Association, “Owner” shall include the owner of a unit established on a UOE Lot pursuant to the UOE Declaration.

“Parties”: As defined in Section 12.3(b)(1).

“Person”: A natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.

“Phase I Property”: Lots One (1) through Twenty (20) of Block Four (4) of the Platted Land including Common Areas A, E and F.

“Plat”: The Plat of The Hill at Bricktown, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma, filed September 3, 2009, and recorded in Book 67 at Page 61 in the Public Records, as from time to time supplemented or amended.

“Platted Land”: As defined in the second paragraph of this Declaration.

“Prime Rate”: A fluctuating rate of interest equal to the highest rate published from time to time in the “Money Rates” section of The Wall Street Journal as the Prime Rate for such day (or, if such source is not available, such alternate source as determined by the Board).

“Property”: The initial Property shall be the Phase I Property. The remainder of the Platted Land may be developed in one or more phases to be annexed to the provisions of this Declaration pursuant to Article VIII hereof. At such time as each Annexed Expansion Tract is annexed to the provisions of this Declaration it shall become included in the definition of Property.

“Public Records”: The Office of the County Clerk of Oklahoma County, Oklahoma.

“Roadway”: Any private or public street lying wholly or partially within the Property.

“Rules and Regulations”: Rules and regulations adopted by the Board which establish administrative procedures for internal Association governance and operating procedures for use of the Property.

“Special Assessment”: Assessments levied in accordance with Section 9.5 of this Declaration.

“Specific Assessment”: Assessments levied in accordance with Section 9.6 of this Declaration.

“Supplemental Declaration”: An instrument filed in the Public Records pursuant to Article VIII which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the additional land described in such instrument.

“Termination of Mediation”: As defined in Section 12.3(c)(2).

“Termination of Negotiations”: As defined in Section 12.3(c)(1).

“Unit”: The Building on a Lot constructed for occupancy as a single family dwelling.

“UOE Declaration”: A Declaration of Unit Ownership Estate filed in the Public Records pursuant to applicable law.

“UOE Lot” or **“UOE Lots”**: Lots One (1), Four (4), Seventeen (17), and Twenty (20) of Block Four (4) as shown on the Plat which now are, or hereafter may be, the subject of a UOE Declaration. The Owners of the UOE Lots shall be mandatory Members of the Association established herein but the ownership and property restrictions for such UOE Lots shall be governed by the UOE Declaration filed for such UOE Lots.

Article II Maintenance.

2.1. Association's Responsibility.

The Association shall maintain and keep in good repair (a) all of the Common Area and improvements located thereon; (b) the roof and slab of each Building; (c) landscaped areas surrounding a Building; (d) the exterior walls of the Buildings, including exterior doors and exterior windows; (e) fire protection sprinkler systems; and (f) utility services equipment after the point of responsibility of the utility provider up to the point of control by the Owner of a Unit, which latter point shall be, in the case of (1) electricity, up to the point of connection to the breaker panel serving a Unit, (2) telephone, cable television, and internet service, up to the point of connection to the structured media panel in a Unit, (3) natural gas, up to the point of entry of the delivery pipe into the Unit, (4) water, up to the point of connection to the water meter serving a Unit, and (5) sanitary sewer, up to the point of connection to the cleanout. As used in Section 2.1(b) above, "roof" shall include the area beginning with the part of the roof of a Building exposed to the elements and continuing through and including through the portion thereof commonly known as the "roof decking". As used in Section 2.1(d) above, "exterior walls of the Buildings" shall include the area beginning with the part of the wall of a Building exposed to the elements and continuing inward through and including the Building sheathing and rigid insulation, if any, and shall not include, or proceed inward beyond, any part of the framing of the Building (which framing includes, without limitation, the portion thereof commonly known as "studs" and all thermal and sound insulation contained therein). The Association shall have the a continuing easement, license, and right of access to the Maintenance Areas for purposes of carrying out its responsibilities hereunder at all reasonable times and, in the case of an emergency, at any time. To the extent that any maintenance or repair is rendered necessary by the negligence or willful act of an Owner or its invitees or Occupants, such Owner shall reimburse the Association for all sums expended in connection with such maintenance or repair promptly upon the Association's demand for reimbursement. The expenses of the Association incurred in connection with the performance of its maintenance and repair obligations under Section 2.1 (a), (b), (c), (d), and (e) shall be Common Expenses. The expenses of the Association incurred in connection with the performance of its maintenance and repair obligations under Section 2.1 (f) shall be reimbursed by the Owner of the Unit served by the services described therein promptly upon the Association's demand for reimbursement.

2.2. Owner's Responsibility.

Each Owner shall be responsible for maintaining all portions of the Lot and Unit owned by such Owner (other than those for which the Association has responsibility under Section 2.1), including, without limitation, the interior portions of the Unit, and all geothermal fixtures, systems and equipment serving the Unit, underground well and casing, underground piped loop, and well header (a "Geothermal System"). To the extent any portion of a Geothermal System lies outside the boundaries of a Lot and in a Common Area, the Owner of the Lot served by such Geothermal System shall have access to such Common Area at such reasonable times as may be necessary to perform repairs to such Geothermal System, but in no event shall such Owner have the right to impede access to any Lot other than the one owned by such Owner, except with the consent of the Homeowners Association. Owners shall perform all maintenance responsibilities in a manner consistent with community wide standards and all

applicable covenants. Owners shall not make any improvements to or undertake any maintenance or other responsibilities upon the Common Area. Notwithstanding any other provision hereof, if an Owner causes any portion of the Property which the Association might otherwise be obligated to repair or maintain to be damaged or otherwise disturbed such Owner shall restore such damaged or disturbed portion of the Property to be repaired to its condition existing prior to such damage or disturbance. In any event, an Owner shall be responsible to repair and maintain any sound insulation contained on such Owner's Lot. In the event maintenance or repair of the Geothermal System, slab or other work which may affect the structural integrity of a Lot or a Building becomes necessary, an Owner shall select from a list of approved contractors maintained by the Association or obtain prior written approval of the Association of any other person or entity that Owner proposes to perform such maintenance or repair.

If an Owner fails to properly perform its maintenance responsibilities, then in addition to its other enforcement rights hereunder, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner in accordance with Sections 6 and 9. The Association shall afford the Owner reasonable notice and a reasonable opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation. Notwithstanding the foregoing, in the event an Owner fails to perform its maintenance responsibilities and the Association undertakes to perform such responsibilities, the Association shall not be liable for any property damage, personal injury or other cost or expense occurring on or arising out of the condition of such Owner's Lot.

2.3. Association Indemnification.

The Association shall protect, indemnify and hold harmless the Declarant, the Owners and the Occupants against any and all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by the Declarant, Owner or Occupant, or asserted against its respective interest in the Property, which does not arise by reason of the willful act or negligence of the Declarant or the respective Owner or Occupant and which arise by reason of any injury to or death of any person or damage to any property located on the Common Area resulting from the willful or negligent act or omission of the Association, its agents, contractors, employees, licensee or invitees in the performance of the Association's maintenance responsibilities under this Declaration.

2.4. Owner Indemnification.

Each Owner shall protect, indemnify and hold harmless the Declarant, the Owners and their Occupants, and the Association and its Board and committees against any and all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by the Declarant, the Owners or their Occupants, or the Association or its Board and committees, or asserted against their respective interests in the Property, which does not arise by reason of the willful act or negligence of the Declarant, the respective Owners or their Occupants, or the Association or its Board and committees and which arise by reason of any injury to or death of

any person or damage to any property located on the Owner's Lot or the Common Area resulting from the willful or negligent act or omission of the Owner or its Occupants.

2.5. Rights of Indemnifying Party.

Anything in this Declaration to the contrary notwithstanding, in no case shall any person be liable under this Declaration with respect to any action, claim or proceeding by a third party against any indemnified party unless the indemnified party shall notify the indemnifying party of the assertion or commencement of such action, claim or proceeding within a reasonable period of time or, if citation or service of process has been made, within forty five (45) days thereafter. The indemnifying party may, at its option and at its sole expense, participate in the defense of and contest any such action, claim or proceeding; provided, however, the indemnified party shall at all times also have the right to participate fully therein. If the indemnifying party, within a reasonable time after receiving such notice, fails to participate, the indemnified party shall have the right, but shall not be obligated, to undertake the defense of the action, claim or proceeding for the account of and at the risk of the indemnifying party; provided, however, in the event that the indemnified party shall determine to compromise or settle (exercising its judgment in good faith) any such action, claim or proceeding, the indemnified party shall give the indemnifying party fifteen (15) days notice of such determination. If the indemnifying party shall not undertake the defense of such action, claim or proceeding prior to the expiration of such fifteen (15) day period, the indemnified party shall then be entitled to compromise to settle the action, claim or proceeding for the account of and at the risk of the indemnifying party. The parties agree that any indemnified party may join any indemnifying party in any action, claim or proceeding brought by a third party, as to which any right or indemnity created by this Declaration would or might apply, for the purpose of enforcing any right of the indemnity granted to such indemnified party pursuant to this Declaration.

Article III Easements.

3.1. Easements.

(a) In addition to the easements, licenses, and rights described in Section 2.1 regarding Maintenance Areas, Declarant hereby reserves for itself and hereby grants to the Association perpetual, non-exclusive easements upon, across, over, and under all of the Property, for:

(i) ingress, egress, access, loading and unloading, vehicular and pedestrian traffic, including commercial vehicular traffic such as delivery trucks, upon or across, as applicable, the parking areas (subject to the restrictions set forth below and in the Rules and Regulations), entrances, exits, driveways, walks or service drives, as such may exist from time to time (collectively, the "Common Driveways") located within the Common Areas;

(ii) monitoring, replacing, repairing, and maintaining all utilities (including, without limitation, water, sewer, meter boxes, telephone, gas, and electricity, cable systems or other devices for sending or receiving data and/or other electronic signals, security and similar systems, and lights); and

(iii) installing, maintaining, repairing, and replacing surface water drainage systems as may be reasonably necessary, and for surface water flow, and lateral support of improvements.

Except as may be required by applicable law, regulation, or other governmental requirement, the easements described in this Subsection 3.1 shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through a completed structure on a Lot. Upon the use of any easement pursuant to this Section, the grantee shall cause all work associated with that easement to be performed with the least possible interference to the use and enjoyment of the Lot burdened by that easement; and upon completion of all work associated with that easement, cause the Lot burdened by the easement to be restored, to the extent reasonably possible, to its condition prior to the commencement of the work.

3.2. Cross-Access.

There is hereby dedicated for the benefit of all Owners and their Occupants and invitees a non-exclusive, perpetual easement for vehicular and pedestrian ingress and egress over and across the Common Driveways on each Lot for the benefit of the other Lots.

3.3. Right of Entry.

The Association shall have the right, but not the obligation, to enter any Lot or Unit for emergency, security, and safety reasons, to inspect for compliance with the Governing Documents, and as may be necessary to fulfill its responsibilities under the Governing Documents; provided, however, except for areas generally open to the public, no entrance shall be made into a Building without at least forty eight (48) hours' notice to the Owner or Occupant during normal business hours or unless necessary to avoid an imminent threat of personal injury or property damage. This right may be exercised by any member of the Board, any officer, manager, agent or employee of the Association acting with the permission of the Board, and all police, fire and similar emergency personnel in the performance of their duties.

Article IV Use and Occupancy; Leases Subject to Declaration.

All Lots shall be used and occupied only as single family residences by the Owner, the Owner's Occupants, the Owner's guests, or the Owner's permitted Occupants. In no event shall any Lot or any portion of the Property be used in whole or in part for the uses set forth on Exhibit D attached hereto or prohibited in the Rules and Regulations. Any lease of a Lot shall be in writing, shall be for a period not less than thirty (30) days, and shall be subject to the covenants and restrictions contained in this Declaration and the other Governing Documents.

4.1. Declarant Business Office.

Declarant and its employees, representatives, and agents may maintain on the Property a business and sales office, "for sale" signage and other sales facilities necessary or required until all of the Lots are sold.

4.2. Mineral Drilling and Mining.

No drilling, puncturing, or mining of the surface of the Property for oil, gas or other minerals or hydrocarbons within the Property shall be permitted.

4.3. Refuse Storage; Growth.

The storage of trash, ashes, or other refuse, except in normal receptacles, is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain on a Lot or the Common Area. No trash, ashes or other refuse may be thrown on any other Owner's Lot or in or on the Common Area.

4.4. Signs and Billboards; Declarant's Right.

No signs or billboards shall be permitted on any Lot or Common Area without the prior written consent of the Association; provided, this prohibition shall not apply to the Declarant in the sale of Lots by Declarant.

4.5. Vehicle Parking and Storage.

No large trucks, campers, recreational vehicles, boats, motor homes or large commercial vehicles, nor any vehicle in the process of being repaired or otherwise inoperable, shall be stored or parked on any Lot, Common Driveway or other Common Area, or Roadway for any period of time without the prior written consent of the Association. The operation and parking of all vehicles on the Lots are subject to the Rules and Regulations adopted by the Association from time to time.

4.6. Exterior Improvements.

No improvements or alterations of any kind to a Lot which are visible from the exterior of a Building, including without limitation, any radio, television, or other data transmitting or receiving device (collectively, an "Antenna"), window covering, or exterior numbers or letters, shall be constructed, erected, removed, planted, or maintained until the plans and specifications showing the nature, kind, shape, height, materials, color, and location thereof shall have been submitted to, and approved in writing by, the Association. In no event shall an Owner cause an Antenna to be placed on the roof of a Building or in any other place that might affect the structural integrity of a Building either immediately or with the passage of time. As a condition to the approval of any improvements permitted under this Section 4.6 the Association may require indemnification in form and substance, and from such persons, satisfactory to Association.

4.7. Temporary Structure.

Except in connection with Declarant's construction of improvements or conduct of other activities on the Property or in the vicinity thereof, no trailer, tent or shack shall be erected, placed or permitted, nor shall any structure of a temporary character be used at any time on the Property without the prior written consent of the Association.

4.8. Nuisance Activity.

Except in connection with Declarant's construction of improvements or conduct of other activities on the Property or in the vicinity thereof, no noxious or offensive activity shall be carried on nor shall anything be done in the Property which may be or may become an annoyance or nuisance.

4.9. Underground Utilities.

Except in connection with Declarant's construction of improvements or conduct of other activities on the Property or in the vicinity thereof, no pipe, conduit, cable or line for water, gas, sewage, drainage, steam, electricity or any other energy or service shall be installed or maintained within any Lot, without the prior written consent of the Association.

Article V Association Function, Membership and Voting Rights.

5.1. Function of Association.

The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area and for the performance of the Association's other obligations under the Governing Documents. The Association shall be the primary entity responsible for enforcement of the Governing Documents and the Rules and Regulations governing use of the Property. The Association shall perform its functions in accordance with the Governing Documents and applicable law.

5.2. Membership.

Every Owner shall be a Member of the Association. There shall be only one (1) membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 5.3 (c) and in the Bylaws, and all co Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The Bylaws, as from time to time amended, are incorporated in this Declaration by this reference and made a part hereof. A true and correct copy of the initial Bylaws of the Association is attached hereto as Exhibit "F" and made a part hereof. The membership rights and privileges may be exercised by the Owner or, in the case of an Owner which is a corporation, partnership, limited liability company, or other legal entity, by any officer, director, partner, manager, trustee or by any other individual designated by the Owner from time to time in a written instrument provided to the Secretary of the Association.

5.3. Voting.

The Association shall have two classes of membership, Class "A" and Class "B".

(a) Class "A". Class "A" Members shall be all Owners other than the Class "B" Members, if any. Each Class "A" Member shall be entitled to the number of votes assigned to its Lot in accordance with the formula set out on Exhibit "C".

(b) Class “B”. The Class “B” Members shall be the Declarant and any other immediate successors to OCURA in ownership of the Platted Land designated a Declarant by OCURA. A Class “B” member shall be entitled to ten (10) times the votes on Lots it owns in the Property until its Class “B” membership shall terminate. Until all Class “B” membership expires, or such right is voluntarily relinquished, the Class “B” Members shall be entitled to appoint all of the members of the Board. After termination of its Class “B” membership, a Class “B” Member shall become a Class “A” Member if it remains an Owner. A Class “B” membership shall terminate upon the earlier of:

(i) The conveyance by Declarant of all of the Lots; or

(ii) When, in its discretion, a Class “B” Member so determines and declares in an instrument recorded in the Public Records.

(c) Exercise of Voting Rights. The voting rights of Owners may be exercised by the Owner, if a natural person, or if not a natural person, by an officer, director, partner or trustee of the Owner duly authorized to act on behalf of the Owner on matters relating to the Association. If there is more than one Owner of any Lot, the vote for such Lot shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the meeting at which they are to be cast. In the absence of such advice, the vote for such Lot shall be suspended if more than one co-Owner seeks to exercise it.

Article VI Rights and Obligations of the Association.

6.1. Common Area.

The Association shall own fee title to the Common Area except to the extent a proportionate share thereof must be owned by the Owner of a UOE Lot. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, subject to the Governing Documents, any restrictions or covenants contained in any deed conveying such property to the Association, and the right of the Board to adopt Rules and Regulations affecting or restricting its use. Any Owner may extend its right of use and enjoyment to Occupants, subject to reasonable Board regulation.

6.2. Personal Property and Real Property for Common Use.

The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. Declarant may convey to the Association improved or unimproved real estate located within the Property, personal property and leasehold or other property interests. Such property shall be accepted by the Association and thereafter shall be maintained as Common Area by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association.

6.3. Enforcement.

Every Owner and Occupant of a Lot shall comply with the Governing Documents. The Board may impose remedies for violation of the Governing Documents. Such remedies may include, without limitation:

- (a) imposing a reasonable monetary assessment which shall be a personal obligation of such Owner or Occupant and which shall constitute a lien upon a Lot until such assessment is satisfied;

- (b) suspending an Owner's right to vote;

- (c) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

- (d) exercising self help or taking action to abate any violation of the Governing Documents in a non emergency situation, including without limitation, in the event an Owner fails to perform its maintenance responsibilities as to its Lot, performing such maintenance responsibilities and assessing all costs incurred by the Association against the Owner and the Lot as a Specific Assessment;

- (e) requiring an Owner, at its own expense, to remove any thing or improvement on such Owner's Lot in violation of this Declaration and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Lot, remove the violation, restore the property to substantially the same condition as previously existed, and assess all costs incurred by the Association against the Owner and the Lot as a Specific Assessment, and any such action shall not be deemed a trespass; and

- (f) levying Specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents:

- (x) exercising self help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and

- (y) bringing suit at law or in equity to enjoin any violation or to recover monetary damages, or both, or to obtain such other relief the Association may deem appropriate.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action. In addition to any of the remedies

granted in the Governing Documents, the Association may enforce federal, state and local laws and regulations, as applicable.

Any action to be taken by the Association pursuant to the Governing Documents shall be at the sole discretion of the Board. Any decision not to take action shall not be construed as a waiver of the right of the Association to enforce such provision at a later time or under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

6.4. Implied Rights; Board Authority.

The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such express right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

The Association shall be authorized to enter into common management or operational agreements with other entities, and to execute contracts with any party (including, without limitation, the Declarant and its affiliates) for the purpose of providing management, maintenance or other materials and services to the Association and the Owners consistent with the purposes of the Association and this Declaration.

6.5. Indemnification.

Except in an action brought by the Association, the Association shall indemnify every officer, director, and committee member of the Association against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions as to which the liability of officers and directors is limited under the Certificate of Incorporation and Oklahoma law.

This right to indemnification shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall maintain adequate general liability insurance, and may maintain officers' and directors' liability insurance to fund this obligation pursuant to Article VII.

6.6. Security.

The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to enhance safety within the Property. However, neither the Association nor the Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any system or measures implemented by

the Declarant or the Association cannot be compromised or circumvented, or that any such systems or measures will prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, on behalf of such Owner and such Owner's Occupants, that the Association, its Board and committees, and the Declarant are not insurers and that each Person using the Property assumes all risks for loss or damage to persons, to Lots and to the contents of Lots resulting from acts of third parties.

Article VII Insurance and Casualty Losses.

7.1. Coverage.

(a) The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available.

(i) Blanket property insurance for the full replacement cost under current building codes and ordinances of all Buildings and all insurable improvements within the Common Area which are the Association's maintenance responsibility. The insurance to be provided pursuant to this Section 7.1 (a) (i) shall cover only the standard finish included in a Building and each Owner shall be responsible for obtaining any insurance covering upgrades to, and the contents of, a Unit.

(ii) Commercial general liability insurance for the Common Area, insuring the Association and its Members in such amount as the Board deems advisable in the exercise of its business judgment;

(iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(iv) Fidelity bonds covering all Persons responsible for handling Association funds in an amount determined appropriate in the Board's business judgment. Fidelity bonds shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(v) Such additional insurance, including without limitation directors' and officers', employee errors and omissions, and automobile liability coverage, as the Board, in the exercise of its business judgment, determines advisable.

Premiums for all insurance maintained by the Association pursuant to this Section shall be a Common Expense and shall be included in the Base Assessment.

(b) The Association shall arrange for a periodic review of the sufficiency of insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Oklahoma City, Oklahoma area. All Association policies shall provide for a certificate of insurance to be furnished to the Association, and to each Member upon request.

In the event of an insured loss, any deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard, that the loss is the result of the negligence or willful misconduct of one or more Owners or Occupants, then the Board may make a Specific Assessment for the full amount of such deductible against such Owner(s) and their Lots pursuant to Section 9.6.

Association insurance coverage shall not be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees. Such policies shall include a waiver of subrogation as to any claims against the Association, its Board, officers, employees, committees, and manager, the Owner and their Occupants. The Board shall have the exclusive authority to adjust losses covered by Association policies.

7.2. Damage and Destruction.

After damage of an improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file all insurance claims. Any damage to or destruction of improvements shall be repaired or reconstructed unless the Members representing at least seventy five percent (75%) of the total Class "A" votes in the Association, and the Class "B" Members, if any, decide within sixty (60) days after the loss not to repair or reconstruct.

If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with community wide standards.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy a Special Assessment against all Owners to cover the shortfall.

7.3. Owner's Insurance.

Each owner shall be required to purchase a comprehensive liability and blanket fire and hazard insurance policy which shall be maintained in force at all times, the premium thereon to be paid by the Owner. Such insurance shall be obtained from reputable insurance companies authorized to do business in the State of Oklahoma and shall insure against loss from accident, fire and such other hazards as are normally covered by homeowners insurance, and shall insure all structures and improvements upon the Property not insured pursuant to Section 7.1(a) and all personal property owned by the Lot and Unit Owner for not less than one hundred percent (100%) of the full insurable replacement cost value thereof. Such policy shall contain vandalism and malicious mischief coverage, together with such other coverage, endorsements, and adjustment clause as is normally included in such policies. Such policy shall name the respective mortgagees of the Unit and Lot Owners, as their interest may appear, and shall provide for the insurance of certificates or such endorsements evidencing the insurance as may be required by any insured or an insured's mortgagee.

7.4 OCURA Insurance Coverage.

With respect to OCURA as an Owner, nothing herein is intended to waive the limits of liability or damages provided by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, *et seq.*, with respect to OCURA.

Article VIII Annexation of Property.

8.1. Annexation With Approval of Membership.

The Association may annex any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of a majority of the Class “A” votes of the Association represented at a meeting duly called for such purpose, and the consent of the Class “B” Members, if any.

Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property to be annexed and shall be effective upon recording in the Public Records. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed.

8.2 Annexation by Declarant. Regardless of whether Declarant then owns any portion of the Property, Declarant shall have the right (but not the obligation) to annex to the provisions of this Declaration all or any portion of the real property and improvements in the Expansion Tracts in any order and at any time elected by Declarant (the “Annexed Expansion Tracts”). Unless and until such time as an Expansion Tract is annexed to the provisions of this Declaration, nothing herein shall burden any Expansion Tract. The annexation of each such Annexed Expansion Tract shall be accomplished by filing a Supplemental Declaration in the Public Records describing the Annexed Expansion Tract and shall be effective upon recording in the Public Records. The Supplemental Declaration shall be signed by the Declarant without the necessity of joinder by the President and the Secretary of the Association or any owner.

Article IX Assessments.

9.1. Creation of Assessments.

There are hereby created, and the Association is hereby authorized to levy, assessments to defray the Association’s Common Expenses. There shall be three types of assessments for Association expenses: (a) Base Assessments to fund Common Expenses; (b) Special Assessments; and (c) Specific Assessments. Each Owner, by accepting a deed or entering into a contract of sale for any portion of the Property, is deemed to covenant and agree to pay these assessments.

Assessments shall be paid in such manner and on such dates as the Board may establish. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the annual Base Assessment shall be due and payable in advance on the first day of each Fiscal Year. If any Owner fails to pay any installment of any assessments or other charges levied on his Lot within twenty (20) days from the due date for payment thereof, the Board may require, and the Owner shall pay, any additional installment of

all outstanding assessments and charges, although such installment is not yet due and payable, in full immediately.

All assessments, together with interest thereon at the lesser of the Prime Rate plus ten percent (10 %) per annum or the maximum rate allowed by Oklahoma law, computed from the date a delinquency first occurs, all collection costs, and reasonable attorneys' fees, shall be a charge and continuing lien upon each Lot and shall be the personal obligation of the Owner of each Lot until paid. In addition, the Owner shall pay a late charge of ten percent (10%) of any assessment not paid when due, or such other fee as the Board may from time to time determine, in order to compensate the Association for the additional work entailed in dealing with late payments. Upon transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no Person who obtains title to a Lot following foreclosure of a first priority Mortgage on the Lot given in good faith and for value shall be liable for unpaid assessments which accrued prior to such foreclosure.

The Board shall, upon request, furnish to any Owner liable for any type of assessment, a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of its Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Declarant or other entities for payment of Common Expenses.

9.2. Declarant's Obligation for Assessment.

During its Class "B" membership, a Class "B" Member shall annually elect either to pay regular assessments, if any, on its unsold Lots or to pay its pro-rata share (based upon the ratio between its Class "B" votes and all Class "B" votes) of the difference between the amount of assessments collected on all other Lots subject to assessment and the amount of actual expenditures by the Association during the Fiscal Year. Unless a Class "B" Member otherwise notifies the Board in writing at least sixty (60) days before the beginning of each Fiscal Year, such Class "B" Member shall be deemed to have elected to continue paying on the same basis as during the immediately preceding Fiscal Year. A Class "B" Member's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination thereof.

9.3. Computation of Base Assessment.

At least sixty (60) days before the beginning of each Fiscal Year, the Board shall prepare a budget covering the estimated Common Expenses for the coming year, which may include a capital contribution to a reserve fund in accordance with a budget separately prepared as provided in Section 9.4. The total budget shall be allocated among all Lots subject to assessment under Section 9.7 in accordance with the formula set forth on Exhibit "C".

So long as it is a Class "B" Member, a Class "B" Member may, but shall not be obligated to, reduce the Base Assessments for any Fiscal Year by payment of a subsidy (in addition to any amounts paid by such Class "B" Member under Section 9.2, which may be either a contribution, an advance against future assessments due from such Class "B" Member, or a loan, in such Class "B" Member's discretion. Any such subsidy and the nature thereof shall be conspicuously disclosed as a line item in the income portion of the Common Expense budget and its characterization shall be made known to the Members. The payment of such subsidy in any year shall under no circumstances obligate a Class "B" Member to continue payment of such subsidy in future years.

The Board shall send a copy of the budget and notice of the amount of the Base Assessment for the following year to each Owner at least thirty (30) days prior to the beginning of the Fiscal Year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by a vote of Owners representing at least a majority of the total Class "A" votes in the Association and by Owners representing at least fifty percent (50%) of the total Class "B" votes in the Association. There shall be no obligation to call a meeting for the purpose of considering a budget except on petition of ten (10) Members (which petitions shall be presented no more frequently than once each calendar year), which petition must be presented to the Board within ten (10) days after delivery of the notice of assessments.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

9.4. Reserve Budget and Capital Contribution.

The Board shall periodically prepare a capital budget which takes into account the number and nature of replaceable assets within the Common Area and with respect to the portions of the Buildings the Association has the obligation hereunder to maintain and repair, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the reserve budget, with respect both to amount and timing by Base Assessments over the budget period.

9.5. Special Assessments.

In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses and capital projects; however, except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Owners representing at least fifty-one percent

(51%) of the total Class “A” votes in the Association, and the consent of Owners representing at least fifty percent (50%) of the total Class “B” votes in the Association. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the Fiscal Year in which the Special Assessment is approved.

9.6. Specific Assessments.

The Board shall have the power to levy Specific Assessments against a particular Lot or Lots constituting less than all Lots within the Property for any monetary remedies authorized by this Declaration and for costs incurred in bringing the Lot into compliance with the Governing Documents, or costs incurred as a consequence of the action or inaction of the Owner or Occupants of the Lot; provided, however, the Board shall give the Owner of such Lot ten (10) days prior written notice and an opportunity for a hearing before the Board before levying a Specific Assessment under this Section.

9.7. Date of Commencement of Assessments.

The obligation to pay assessments shall commence as to each Lot on the first (1st) day of the month following (a) the date such Lot is first conveyed from Declarant to an Owner, (b) the date in which a certificate of occupancy for a Building is first issued with respect to a particular Lot, or (c) the month in which the Board first adopts a budget and levies assessments pursuant to this Article, whichever is later. The first Base Assessment levied on each Lot shall be adjusted according to the number of months remaining in the Fiscal Year at the time assessments commence on the Lot.

9.8. Lien for Assessments.

The Association shall have a lien against each Lot to secure payment of delinquent assessments of any type (including amounts for collection costs and attorneys’ fees). Such lien shall be superior to all other liens, except (a) taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure in the same manner as mechanics’ and materialmen’s liens or mortgages may be foreclosed under Oklahoma law. Nothing herein is intended to preclude the Association from suing to collect any delinquent assessments and other charges without foreclosing or waiving the lien securing the same.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot

pursuant to foreclosure of a first Mortgage made in good faith and for value shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. Such unpaid amounts shall be deemed to be Common Expense collectible from Owners of all Lots subject to assessment under Section 9.7, including such transferee, its successors and assigns.

9.9. Failure to Assess.

Failure of the Board to fix assessments or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay annual Base Assessments on the same basis as for the last year for which an assessment was computed, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

Article X Use Restrictions.

10.1. Framework for Regulation.

The Governing Documents establish, as part of the general plan of Property for the Property, a framework of affirmative and negative covenants, easements and restrictions which govern the Property. However, within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology which inevitably will affect the Property. Toward that end, this Article establishes procedures for modifying and expanding the initial use restrictions. This Article does not apply to the Board's ability to promulgate and enforce administrative procedures and Rules and Regulations governing the use of the Common Area or the portions of the Buildings the Association has the obligation hereunder to maintain and repair.

10.2. Review and Modification.

(a) Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, repeal, or expand use restrictions. The Board shall send notice to all Owners by U.S. Mail or other delivery service, personal delivery or facsimile concerning any such proposed action at least ten (10) business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective, after compliance with subsection (c) below, unless disapproved at a meeting by Owners representing more than fifty percent (50%) of the total Class "A" votes in the Association and by Owners representing at least fifty percent (50%) of the total Class "B" votes in the Association. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition of ten (10) Members. Upon such petition of the Members prior to the effective date of any Board action under this section, the proposed action shall not become effective until after such meeting is held, and then subject to the outcome of such meeting.

(b) Alternatively, the Members, at an Association meeting duly called for such purpose, may adopt rules which modify, repeal, or expand the use restrictions by a vote of Owners representing more than fifty percent (50%) of the total Class "A" votes in the Association and the approval of Owners representing at least fifty percent (50%) of the total Class "B" votes in the Association.

(c) At least thirty (30) days prior to the effective date of any action taken under subsections (a) or (b) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the use restrictions to each Owner specifying the effective date. The Association shall provide, without cost, a copy of the use restrictions then in effect to any requesting Member or Mortgagee.

10.3. Owners' Acknowledgment and Notice to Purchasers.

All Owners are given notice that use of their Lots and the Common Area is limited by the use restrictions as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of its Lot can be affected by this provision and that the use restrictions may change from time to time. All purchasers of Lots are on notice that changes may have been adopted by the Association. Copies of the current use restrictions may be obtained from the Association.

10.4. Protection of Owners and Others.

No rule shall be adopted in violation of the following provisions, except as may be specifically set forth in this Declaration (either initially or by amendment) or in the initial use restrictions:

(a) Equal Treatment. Similarly situated Owners shall be treated similarly; provided, the use restrictions may vary by land use.

(b) Displays. The rights of Owners to display religious and holiday signs, symbols, and declarations inside Buildings shall not be abridged. The Association may restrict, prohibit, or adopt time, place, and manner restrictions with respect to displays visible from outside of Buildings.

(c) Activities Within Buildings on Lots. No use restriction shall interfere with the activities carried on within the confines of Buildings on Lots, except that the Association may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of Owners or Occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible from outside the structure, or that create an unreasonable source of annoyance or nuisance. Each Owner shall promulgate such rules and regulations for the use by Occupants of its Lot and the Building located thereon to encourage the orderly and harmonious use and occupancy of the Property by all parties.

(d) Rights to Develop. No use restriction or action by the Association or Board shall impede the Declarant's right to develop, market or sell the Property.

The limitations in subsections (a) through (d) of this Section shall limit only rulemaking authority exercised under this Article; they shall not apply to amendments to this Declaration adopted in accordance with Article XIV.

Article XI Declarant's Rights.

Any or all of the special rights and obligations of the Declarant reserved in this Declaration may be transferred, in whole or in part, to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

The Declarant and its designees may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of any Lot, including, but not limited to, construction of improvements and maintenance of business offices, signs and sales offices. The Declarant and its designees shall have an easement for access to and use of such facilities.

Notwithstanding any contrary provision of this Declaration, no amendment to or modification of any use restriction, Rules and Regulations affecting the Property shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns any portion of the Property primarily for sale.

Article XII Dispute Resolution and Limitation on Litigation.

12.1. Agreement to Avoid Litigation.

The Association, Declarant, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Property, and to avoid the inconvenience and financial costs of litigation if at all possible. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party involving the Property, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Governing Documents (collectively, "Claim"), except for Exempt Claims authorized in Section 12.2 shall be subject to the procedures set forth in Section 12.3.

12.2. Exempt Claims.

The following Claims ("Exempt Claims") shall be exempt from the provisions of Section 12.3:

(a) any suit by the Association against any Bound Party to enforce the provisions of Article IX (Assessments);

(b) any suit by the Association to obtain a temporary restraining order or obtain emergency equitable relief order to maintain the status quo and preserve the Association's ability to enforce the architectural standards and use restrictions;

(c) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a claim which would constitute a cause of action independent of the Governing Documents;

(d) any suit in which any indispensable party is not a Bound Party; and

(e) any suit as to which any applicable statute of limitations would expire within one hundred eighty (180) days of giving the Notice required by this Article unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 12.3, but there shall be no obligation to do so.

12.3. Mandatory Procedures for All Other Claims.

Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent"), other than an Exempt Claim, shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until it has complied with the following procedures:

(a) Notice. The Claimant shall notify each Respondent in writing of the Claim (the "Notice"), stating plainly and concisely:

1. the nature of the Claim, including date, time, location, Persons involved, and Respondent's role in the Claim;

2. the basis of the Claim (i.e., the provisions of this Declaration, the Certificate or rules or other authority out of which the Claim arises);

3. what Claimant wants Respondent to do or not do to resolve the Claim; and

4. that Claimant will meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

(b) Negotiation.

1. Each Claimant and Respondent (the "Parties") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

2. Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties

in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the Parties and to the welfare of the community.

(c) Mediation.

1. If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) (“Termination of Negotiations”), Claimant shall have thirty (30) additional days within which to file the Claim to mediation under the auspices of an independent agency providing dispute resolution services in the Oklahoma City, Oklahoma, area. If Claimant does not submit the Claim to mediation within such time, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person not a Party to the foregoing proceedings.

2. If the Parties do not settle the Claim within thirty (30) days after filing the claim with a mediator, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings (“Termination of Mediation”). The Termination of Mediation notice shall set forth when and where the Parties met, that the Parties are at an impasse, and the date that mediation was terminated.

(d) Arbitration.

1. If the Parties do not resolve the Claim through mediation, the Claimant shall have thirty (30) days following Termination of Mediation to submit the Claim to arbitration in accordance with the Rules of Arbitration contained in Exhibit “E” or the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

2. This subsection (d) is an agreement of the Bound Parties to arbitrate all Claims except Exempt Claims and is mandatory and specifically enforceable under the applicable arbitration laws of the State of Oklahoma. The Arbitration award (the “Award”) shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Oklahoma.

12.4. Allocation of Costs of Resolving Claims.

(a) Each Party shall bear all of its own costs incurred prior to and during the proceedings described in Section 12.3 (a), (b) and (c), including the fees of its attorneys or other representatives. Each Party shall share equally all charges imposed by the mediator(s) pursuant to Section 12.3(c).

(b) If the Claim is submitted to Arbitration in accordance with Section 12.3(d), the Arbitrators shall assess against the losing party the costs incurred after the Termination of Mediation under Section 12.3(c), including, without limitation, the fees of the arbitrators and the costs of conducting the arbitration proceeding.

12.5. Enforcement of Resolution.

After resolution of any Claim through negotiation, mediation or arbitration in accordance with Section 12.3, if any Party fails to abide by the terms of any agreement or Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 13.3. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs.

Article XIII General Provisions.

13.1. Term.

Unless earlier terminated by an instrument signed by Owners holding at least seventy percent (70%) of the total Class "A" votes in the Association and by Owners representing at least fifty percent (50%) of the total Class "B" votes in the Association, and recorded in the Public Records, this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association and any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded. After such time, this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by Owners holding at least seventy percent (70%) of the total Class "A" votes in the Association and by Owners representing at least fifty percent (50%) of the total Class "B" votes in the Association, if any, has been recorded within the year preceding each extension agreeing to amend, in whole or in part, or to terminate this Declaration, in which case this Declaration shall be amended or terminated as specified therein. Nothing in this Section shall be construed to permit the termination of any perpetual easement without the consent of the holder of such easement.

13.2. Amendment.

(a) By Declarant. As long as OCURA owns any of the Platted Land, OCURA as Declarant may unilaterally amend this Declaration (with respect to the Property as to which it has been designated Declarant) at any time and from time to time if such amendment is (i) necessary to bring any provision hereof into compliance with any applicable government statute, rule or regulation or judicial determination which is in conflict therewith; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property; (iii) required by an institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans to enable it to make, purchase, insure or guarantee mortgage loans on any portion of the Property; (iv) to correct scrivener's errors, or (v) to facilitate creation, operation, or effectiveness of the UOE Declaration. However, any such amendment shall not adversely affect the title to any Lot unless the affected Owner shall consent thereto in writing. The Declarant's right to amend shall also include the right to amend the Declaration to reflect annexation of additional property pursuant to Article VIII.

(b) By Owners. Except as provided above and otherwise specifically provided elsewhere in this Declaration, this Declaration may be amended only by (i) the affirmative vote or written consent, or any combination thereof, of Owners representing seventy percent (70%) of the total Class "A" votes in the Association, (ii) the consent of OCURA, as long as OCURA owns any of the Platted Land, and (iii) the consent of Owners representing at least fifty percent (50%) of the total Class "B" votes in the Association.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date of Amendments. Amendments to this Declaration shall become effective upon recordation in the Public Records, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within sixty (60) days of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

If an Owner consents to any amendment to this Declaration, it will be conclusively presumed that such Owner has the authority to so consent, and no contrary provision of any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

13.3. Construction.

This Declaration is executed and delivered as an incident to a transaction negotiated and to be performed in Oklahoma City, Oklahoma County, Oklahoma, and shall be governed by the laws of the State of Oklahoma. The descriptive hearings of the Sections of this Declaration are for convenience only and are not to be used in the construction of this Declaration. If any provision of this Declaration should be held unenforceable or void, then such provision shall be deemed separate from the remaining provisions of this Declaration and shall in no way affect the validity of the remaining provisions of this Declaration, which shall remain in full force and effect.

13.4. Perpetuities.

If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Joseph P. Kennedy, the father of President John F. Kennedy.

13.5. Mortgagee Rights.

Notwithstanding any other provision contained in this Declaration, in the event that any Owner or Mortgagee furnishes a written request to the Association specifying the name and address of the Mortgagee and of the Lot in which it holds an interest, the Association shall give written notice to the Mortgagee of any default of the Owner of such Lot in performing or observing any of the terms, conditions, or agreements contained in this Declaration prior to

taking any enforcement action. The Mortgagee shall have the right (but not the obligation) to remedy the default. Neither the Declarant nor the Association shall take any action with respect to the default, including, without limitation, any action to impose or enforce a lien against the property of the defaulting Owner, unless the default remains unremedied for a period of thirty (30) days after the Mortgagee's receipt of the written notice. If, however, the default is not solely due to a failure to pay money and is not reasonably susceptible of being remedied within thirty (30) days after the Mortgagee's receipt of the notice, the Mortgagee shall have such additional time to remedy or cause the remedy of the default as may be reasonable, provided that the Mortgagee has given written notice to the Association of its intent to remedy the default and has commenced efforts to remedy the default within the initial 30-day period and thereafter diligently prosecutes such cure to completion.

13.6. Litigation.

After termination of the Class "B" membership, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of Members holding seventy-five percent (75%) of the total Class "A" votes in the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration, (b) the imposition and collection of assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the Board of Directors of the Association, and by the Declarant, and is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

13.7. Conflict.

The Declaration shall control over any inconsistent provision in the Bylaws. The foregoing priorities shall not prevent enforcement by the Association of provisions of the Governing Documents which are more stringent than Oklahoma law.

13.8. Compliance.

Every Owner and Occupant of any Lot shall comply with the Governing Documents. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, by the Association, the Declarant, or any aggrieved Lot Owner(s).

13.9. Notice of Sale or Transfer of Title.

Any Owner who has contracted to sell or otherwise transfer title to its Lot shall give the Board at least seven (7) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

13.10. No Partition.

No portion of the Common Area shall be subject to judicial partition which reduces or limits the Association's or its members' rights or easements as set forth in this Declaration.

13.11. Condemnation.

If any part of the Common Area shall be taken (or conveyed in lieu of or under threat of condemnation) by any authority having the power of condemnation or eminent domain, the compensation for such taking or conveyance shall be payable as follows:

(a) If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall receive the award for the purpose of restoring or replacing such improvements to the extent reasonably possible.

(b) If the taking does not involve any improvements on the Common Area, then such award or net funds shall be disbursed to the Lot Owner.

13.12. Notice.

Any notices to be given under this Declaration shall be given by either facsimile, personal delivery, overnight delivery service, or by depositing same in the United States mail by certified mail, postage prepaid and return receipt requested. Notices shall be effective when confirmed by facsimile transmission receipt if by facsimile, when received if by personal delivery, on the next business day after delivery to an overnight delivery service, or three (3) days after deposit with the U.S. Postal service if mailed by U.S. Mail. Notwithstanding the foregoing, delivery of Plans shall be effective only upon receipt. Notices to the Declarant and the Association shall be given at the addresses below, or as provided in writing to the Association from time to time:

Declarant: Oklahoma City Urban Renewal Authority
204 N. Robinson, Suite 2400
Oklahoma City, OK 73102
Attn: JoeVan Bullard, Executive Director

The Hill at Bricktown LLC
755 Research Parkway, Suite 125
Oklahoma City, Oklahoma 73104

Association: The Hill at Bricktown Homeowners Association Inc.
755 Research Parkway, Suite 125
Oklahoma City, Oklahoma 73104

Notices to Owners shall be provided to addresses specified by each Owner in a writing delivered to the Association.

13.13 Boundary Wall Agreement.

- (A) In each instance in which a Lot shares a boundary with another Lot the Owners, Declarant, and the Association agree that a wall (a "Boundary Wall") has been built on each Lot and agree that, notwithstanding the dimensions of each Lot set forth on the Plat or in the UOE Declaration, the boundary between the Lots is the center line of the airspace (the "Boundary Airspace") that the Owners, Declarant, and the Association agree exists between the portions of each Boundary Wall closest to the Boundary Airspace. Each Owner is hereby granted a mutual reciprocal easement for repair or replacement of such Owner's Boundary Wall. The foregoing shall apply to any replacements of any Boundary Wall if the same are constructed substantially in conformity with the original Boundary Wall construction.
- (B) If a Boundary Wall is destroyed or damaged by any casualty, the Owner of the Lot on which such Boundary Wall is located shall promptly restore it substantially to its original form.
- (C) No Owner shall cause or allow to be done anything that disturbs or diminishes the soundproofing or thermal characteristics or fire rating of a Boundary Wall.

[Signature Page Attached]

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 12th day of October, 2009.

OKLAHOMA CITY URBAN RENEWAL
AUTHORITY, a public body corporate

By: *Stanton L. Young*

STATE OF OKLAHOMA)
) SS:
COUNTY OF *Okla.*)

The foregoing instrument was acknowledged before me this 12th day of October 2009 by Stanton L. Young, Chairman of the Oklahoma City Urban Renewal Authority, a public body corporate.

Michelle Brunner

Notary Public

My commission expires: _____

Commission no. _____

(SEAL)

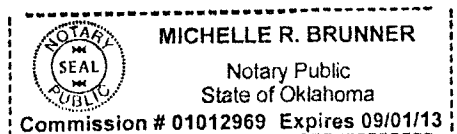


EXHIBIT "A"

The Platted Land is The Hill at Bricktown, an addition to the City of Oklahoma City, Oklahoma, according to the plat thereof filed September 3, 2009, and recorded in Book 67 at Page 61 in the office of the County Clerk of Oklahoma County, Oklahoma.

EXHIBIT "B"

The Platted Land **less and except** the Phase I Property.

EXHIBIT "C"

Formula

The pro-rata share and votes assigned to each Lot shall be based upon the ratio of the square footage of each dwelling Unit on a Lot to the total square footage of all dwelling Units. The Units established pursuant to the UOE Declaration are denominated by three or four digit Lot numbers below and bear the unit designations given them in such Declaration.

<u>Block 4</u>	<u>Area of Dwelling Unit on Each Lot (SF)</u>	<u>Physical Address</u>	<u>Pro-Rata Share</u>	<u>Number of Votes</u>
Lot 2001	1,892	223 N. Geary Ave.	4.395%	1,892
Lot 2002	1,650	406 N.E. 2nd St.	3.832%	1,650
Lot 19	1,720	404 N.E. 2nd St.	3.995%	1,720
Lot 18	1,730	402 N.E. 2nd St.	4.018%	1,730
Lot 1701	2,041	400 N.E. 2nd St.	4.741%	2,041
Lot 1702	1,651	226 Russell M. Perry Ave.	3.835%	1,651
Lot 16	1,730	224 Russell M. Perry Ave.	4.018%	1,730
Lot 15	1,680	222 Russell M. Perry Ave.	3.902%	1,680
Lot 14	1,720	220 Russell M. Perry Ave.	3.995%	1,720
Lot 13	1,691	218 Russell M. Perry Ave.	3.928%	1,691
Lot 12	2,112	216 Russell M. Perry Ave.	4.906%	2,112
Lot 11	2,124	214 Russell M. Perry Ave.	4.933%	2,124
Lot 10	2,116	212 Russell M. Perry Ave.	4.915%	2,116
Lot 9	1,720	210 Russell M. Perry Ave.	3.995%	1,720
Lot 8	1,691	208 Russell M. Perry Ave.	3.928%	1,691
Lot 7	1,730	206 Russell M. Perry Ave.	4.018%	1,730
Lot 6	1,691	204 Russell M. Perry Ave.	3.928%	1,691
Lot 5	1,680	202 Russell M. Perry Ave.	3.902%	1,680

<u>Block 4</u>	<u>Area of Dwelling Unit on Each Lot (SF)</u>	<u>Physical Address</u>	<u>Pro-Rata Share</u>	<u>Number of Votes</u>
Lot 401	1,651	200 Russell M. Perry Ave.	3.835%	1,651
Lot 402	2,041	401 N.E. 1st St.	4.741%	2,041
Lot 3	1,730	403 N.E. 1st St.	4.018%	1,730
Lot 2	1,720	405 N.E. 1st St.	3.995%	1,720
Lot 101	1,650	407 N.E. 1st St.	3.832%	1,650
Lot 102	1,892	205 N. Geary Ave	4.395%	1,892
<u>Subtotal</u>	43,053		<u>100.00%</u>	43,053

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EXHIBIT "D"

Prohibited Uses

No portion of the Property shall ever be used for any commercial purpose.

In no event shall any portion of the Property be used or operated for any use or purpose and/or by any tenant or other occupant which is not consistent and compatible with the intention of the Declarant and Owners to maintain and operate a first class single family residential development.

EXHIBIT "E"

Rules Of Arbitration

1. Claimant shall submit a Claim to arbitration under these Rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought and Claimant's submission of the Claim to arbitration ("Arbitration Notice").

2. Any party may notify the nearest chapter of The Community Association Institute, for any dispute arising under the Governing Documents, or the American Arbitration Association, or such other independent body providing arbitration services, for any dispute relating to the design or construction of improvements on the Properties, which shall appoint one Neutral ("Appointed Neutral"), notifying the Appointed Neutral and all Parties in writing of such appointment. The Appointed Neutral shall thereafter be the sole arbitrator and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.

3. No person may serve as an arbitrator in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Any person designated as an Appointed Neutral shall immediately disclose in writing to all Parties any circumstance likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Bias Disclosure"). If any Party objects to the service of any Appointed Neutral after receipt of that Neutral's Bias Disclosure, such Appointed Neutral shall be replaced in the same manner in which that Appointed Neutral was selected.

4. The Appointed Neutral ("Arbitrator") shall fix the date, time and place for the hearing. The place of the hearing shall be within the Property unless otherwise agreed by the Parties. In fixing the date of the hearing, or in continuing a hearing, the Arbitrator shall take into consideration the amount of time reasonably required to determine Claimant's damages accurately.

5. Any Party may be represented by an attorney or other authorized representative throughout the arbitration proceedings. In the event the Respondent fails to participate in the arbitration proceeding, the Arbitrator may not enter an Award by default, but shall hear Claimant's case and decide accordingly.

6. All persons who in the judgment of the Arbitrator, have a direct interest in the arbitration are entitled to attend hearings. The Arbitrator may not enter an Award by default, but shall hear Claimant's case and decide accordingly.

7. The hearing shall be conducted in whatever manner will, in the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties. The Arbitrator may issue such orders as it deems necessary to safeguard rights of the Parties in the dispute without prejudice to the rights of the Parties or the final determination of the dispute.

8. If the Arbitrator decides that it has insufficient expertise to determine a relevant issue raised during arbitration, the Arbitrator may retain the services of an independent

expert who will assist the Arbitrator in making the necessary determination. The scope of such professional's assistance shall be determined by the Arbitrator in the Arbitrator's discretion. Such independent professional must not have any bias or financial or personal interest in the outcome of the arbitration, and shall immediately notify the Parties of any such bias or interest by delivering a Bias Disclosure to the Parties. If any Party objects to the service of any professional after receipt of a Bias Disclosure, such professional shall be replaced by another independent licensed professional selected by the Arbitrator.

9. No formal discovery shall be conducted in the absence of express written agreement among all the Parties. The only evidence to be presented at the hearing shall be that which is disclosed to all Parties at least thirty (30) days prior to the hearing; provided, however, no Party shall deliberately withhold or refuse to disclose any evidence which is relevant and material to the Claim, and is not otherwise privileged. The Parties may offer such evidence as is relevant and material to the Claim, and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim. The Arbitrator shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator shall be authorized, but not required, to administer oaths to witnesses.

10. The Arbitrator shall declare the hearings closed when satisfied the record is complete. There will be no post-hearing briefs.

11. The Award shall be rendered immediately following the close of the hearing, if possible, and no later than fourteen (14) days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing, shall be signed by the Arbitrator and acknowledged before a notary public. If the Arbitrator believes an opinion is necessary, it shall be in summary form.

12. Each Party agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Party or its attorney at the address communicated to the Arbitrator at the hearing.

EXHIBIT "F"

[Initial Bylaws of Association]

BYLAWS OF THE HILL AT BRICKTOWN HOMEOWNERS ASSOCIATION, INC. (AN OKLAHOMA NOT-FOR-PROFIT CORPORATION)

ARTICLE I

NAME

The name of this Oklahoma not-for-profit corporation shall be The Hill at Bricktown Homeowners Association, Inc. (the "Association").

ARTICLE II

PURPOSE AND PARTIES

2.1 **Purpose.** The purpose of the Association shall be the administration and enforcement of the Declaration of Covenants, Conditions and Restrictions for The Hill at Bricktown, an addition to the City of Oklahoma City to which these Bylaws are attached (the "Declaration"), which addition is shown on the Plat recorded in Book 67 at Page 16 in the office of the County Clerk of Oklahoma County, and all property which may be hereafter subjected to the Declaration by amendment thereof or otherwise, of which these Bylaws are a part, which administration shall be in accordance with these Bylaws and the provisions of 60 Okla. Stat. 2001 § 851, et. seq. All capitalized terms not otherwise defined in these Bylaws, shall have the meanings ascribed to them in the Declaration.

2.2 **Members.** All present and future Owners of any Lot, excluding in all cases any party holding a Mortgage on any Lot, are deemed to be Members and are subject to these Bylaws, the Declaration, any Rules and Regulations of the Association now or hereafter adopted, and all agreements and easements relating thereto.

ARTICLE III

LOCATION OF OFFICE

The principal office of the Association shall be located at _____, Oklahoma City, Oklahoma _____; or at such other place as may be designated subsequently by the Board of Directors.

ARTICLE IV

MEMBERSHIP AND MEETINGS

4.1 **Membership.** Any Person on becoming an Owner of any Lot shall automatically become a Member of the Association and be subject to these Bylaws. Such membership shall terminate without any formal action by the Association whenever such Person ceases to own a Lot, but such termination shall not relieve or release any such former Owner from any liability, obligation, right or remedy incurred under or in any way connected with the Association, or during the period of such ownership and membership in the Association. The membership shall be deemed conveyed or encumbered with the Lot even when such interest is not expressly mentioned or described in the conveyance or other instrument transferring title to that Lot.

4.2 **Class of Membership.** There shall be two (2) classes of membership in the Association, Class "A" and Class "B". Class "A" Members shall be all of the Owners and their successors and assigns, but excluding in all cases, any party holding a Mortgage. The Class "B" Members shall be the Declarant and any other immediate successors to OCURA in ownership of the Platted Land designated a Declarant by OCURA. A Class "B" member shall be entitled to ten (10) times the votes on Lots it owns in the Property until its Class "B" membership shall terminate. After termination of its Class "B" membership, a Class "B" Member shall become a Class "A" Member if it remains an Owner. .

4.3 **Annual Meetings.** Regular annual meetings of the Members of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors of the Association ("Board"). The first annual meeting of the Association shall be held on or about _____, 2010.

4.4 **Special Meetings.** Unless otherwise expressly provided in the Declaration, a special meeting of Members of the Association shall be promptly called by the Board upon the vote for such a meeting by a majority of a quorum of the Board, or upon receipt of a written request therefor signed by Class A Members representing twenty-five (25%) of the total voting power of the Class A Members of the Association.

4.5 **Notice of Meeting.** The Board shall give written notice of regular annual and special meetings to Members by first class mail with postage prepaid thereon, stating the purpose thereof as well as the date, time and location of such meeting at least fifteen (15) days before any such meetings. The Board shall give the Declarant written notice of the annual meeting and all special meetings at least fifteen (15) days prior to the scheduled meeting date.

4.6 **Quorum.** The Board shall be entitled to conduct any and all business, with or without a quorum being present, at any annual or special meeting of Members for which notice has been given as set forth herein, except as may otherwise be provided in these Bylaws or the Declaration.

4.7 **Proxies.** At all meetings of Members of the Association, each Member may vote in person or by proxy.

4.8 **Voting.** Class A Members shall be entitled to the number of votes assigned to that Class A Member's Lot in accordance with the formula set out on Exhibit "C" to the Declaration; provided, no votes shall be exercised on account of any Lot which is exempt from assessment. Whenever more than one person holds such interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event that more than one Owner seeks to exercise it. Each Class B Member shall be entitled to ten (10) times the votes indicated on Exhibit "C" of the Declaration for the Lots which it owns until the Class "B" Membership shall terminate. Each vote shall have equal value. The Class B Membership shall terminate in accordance with the provisions pertaining to such termination set forth in Section 5.3(b) of the Declaration.

ARTICLE V

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

5.1 **Number and Term of Office: Staggered Office.** The Board shall consist of no less than three (3) or more than nine (9) Directors, each of whom shall be an Owner, or an agent of the Declarant, so long as Declarant remains a Class B Member. The initial Directors constituting the Board, who shall be appointed by the Class B Member, or its successor, shall serve until the first annual meeting of the Members of the Association. At the first annual meeting of the Members of the Association, the term of office of one Director shall be fixed at three (3) years; the term of office of one Director shall be fixed at two (2) years; and the term of office of the remaining Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his/her successor shall be elected to serve a term of two (2) years. If more than three Directors are elected by the Association, the terms of the additional Directors shall also be staggered so that approximately one-half of the authorized Directors are elected each year. Until all Class "B" membership expires, or such right is voluntarily relinquished, the Class "B" Member (or Class "B" Members, as the case may be) shall be entitled to appoint all of the members of the Board.

5.2 **Election of Board of Directors.**

5.2.1 **Nominations.** Nominations for election to the Board (for the election of the Directors which are not appointed or elected by Declarant as provided in Section 5.1 above) shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting of the Members of the Association. The nominating committee shall consist of a chairman, who shall be a Director on the Board, and two or more Class A Members of the Association.

5.2.2 **Cumulative Voting.** Elections of Directors to the Board shall be by cumulative voting if more than one Director position is to be filled in any election.

5.3 **Vacancy Subject to the Provisions of Section 5.1.** Vacancies in the Board caused by any reason shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director

until his/her successor is elected at the next annual meeting of the Members of the Association, or at a special meeting of the Members of the Association called for that purpose.

ARTICLE VI

MEETINGS OF DIRECTORS

6.1 **Regular Meetings.** An annual meeting of the Board shall be conducted at the same time as the annual meeting of the Members, and the Board shall hold regular meetings at such other times as the Board deems desirable and so determines.

6.2 **Special Meetings.** A special meeting of the Board may be called by written notice signed by the President of the Association, or by any two (2) Directors other than the President. Two (2) days prior written notice of the time and place of the special meeting shall be provided to all Directors with a description of the nature of any special business to be considered by the Board at such meeting.

6.3 **Quorum.** The presence in person of a majority of the Directors at any annual, regular or special meeting of the Board shall constitute a quorum for the transaction of business and the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board.

6.4 **Board Meetings Open to Members, Exceptions.** Annual, regular and special meetings of the Board shall be open to all Members of the Association. The Board may, with the approval of a majority of a quorum of the Directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation or threatened litigation, and orders of business of a similar nature.

6.5 **Fidelity Bonds.** The Board may obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for funds of the Association. The premium for any such bond shall be a common expense of the Association.

6.6 **Compensation.** No member of the Board shall receive any compensation from the Association or the Owners for acting as such.

6.7 **Liability of the Board of Directors.** The Directors constituting the Board shall not be liable to the Owners for any mistake of judgment, negligence or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the Directors constituting the Board against all contractual or tort liability, or any other claim or liability, arising out of contracts made by the Board, or actions taken by the Directors on behalf of the Association unless any such contract or action shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the Directors constituting the Board shall have no personal liability with respect to any contract made or action taken by them on behalf of the Association. It is understood and authorized for the original Board, who are members of, agents of, or employed by Declarant, to cause the Association to contract with the Declarant and its affiliated corporations for goods or services, without fear of being charged with self-dealing or breach of fiduciary duty.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 **Powers and Duties.** The Board shall have the power to exercise all powers, duties and authority vested in the Association by the Declaration or these Bylaws. Except as otherwise specifically provided in the Declaration or in these Bylaws, or by statute, all rights and powers of the Association may be exercised by the Board without a vote of the Membership of the Association. Without limitation on the generality of the foregoing powers and duties, the Board shall be vested with, and responsible for, the following powers and duties:

7.1.1 To select, appoint, supervise and remove all officers, agents and employees of the Association; to prescribe such powers and duties for them as may be consistent with the law and with the Declaration and these Bylaws.

7.1.2 To enforce the applicable provisions of the Declaration, these Bylaws, and other instruments relating to the ownership, management and control of the Property.

7.1.3 To designate the members of the Architectural Committee.

7.1.4 To adopt, publish and enforce rules and regulations governing the use of the Property and the personal conduct of the Members, their guests and Occupants upon the Common Areas, and to establish procedures and penalties for the infraction thereof, subject to the approval of the Members. The initial rules and regulations of the Association are attached hereto as Exhibit 7.1.4 and made a part hereof.

7.1.5 To cause the Common Areas to be maintained, adequately insured, repaired and improved for the benefit of the Members, and to contract for goods and/or services for the Common Areas or for the Association, and to pay all taxes and assessments which are or could become a lien on the Common Areas or a portion thereof.

7.1.6 To delegate its powers to committees or officers.

7.1.7 To prepare budgets and financial statements for the Association as prescribed in these Bylaws and to designate the fiscal year of the Association.

7.1.8 To initiate and execute disciplinary proceedings against members of the Association for violation of the provisions of the Declaration and these Bylaws, as provided in the Declaration and these Bylaws and any such rules and regulations as may be promulgated by the Board in accordance with the procedures set forth in these Bylaws.

7.1.9 To fix and collect Base Assessments, Special Assessments and Specific Assessments according to the Declaration and these Bylaws and, if necessary, to record a notice of assessment and foreclose the lien against any Lot for which an assessment is not paid within thirty (30) days after the due date or bring an action at law against the Owner personally obligated to pay such assessment. All funds of the Association shall be transferred to a depository account with an institutional lender upon terms and conditions which are approved

by the Board. All funds of the Association shall be restricted in use to the sole and exclusive benefit of the Association's administration of the Property and shall not otherwise be expended.

7.1.10 To prepare and file annual tax returns with the federal government and the State of Oklahoma and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association. Without limiting the generality of the foregoing, the Board may, on behalf of the Association, elect to be taxed, if possible, under Section 528 of the Internal Revenue Code or any successor statute conferring income tax benefits on owners' associations. In connection therewith, the Board shall take such steps as are necessary to assure that the income and expenses of the Association for any taxable year shall meet the following limitations and restrictions (which limitations and restrictions may change from time to time to conform with changes in the tax code):

(a) at least eighty percent (80%) of the gross income of the Association for any taxable year, shall consist solely of amounts received as Membership dues, fees or assessments from Owners;

(b) at least ninety percent (90%) or more of the expenditures of the Association for any taxable year shall be for the acquisition, construction, management, maintenance and care of the Association's Property; and

(c) no part of the net earnings of the Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of the Association's Property and other than by a rebate of excessive membership dues, fees or assessments) to the benefit of any private individual;

7.2 **Limitation of the Board's Power.** Except with the vote or written assent of a majority of the voting power of the Members of the Association, the Board shall be prohibited from taking any of the following actions:

7.2.1 Paying compensation to Directors or to officers of the Association for services performed in the conduct of the Association's business, provided, however, that the Board may cause a Director or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

7.2.2 Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Areas or the Association for a term longer than one (1) year with the following exceptions:

(a) a management contract;

(b) a contract with a public utility company if the rate charged for the materials or services are regulated by the Oklahoma Corporation Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regular rate;

(c) prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration provided that the policy permits for short-rate cancellation by the Insured;

(d) any agreement for professional management of the Property or any other contract providing for services by Declarant shall provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less prior written notice and shall provide for a maximum contract term of three (3) years;

(e) agreements for maintenance and landscaping of the Buildings and Common Areas.

7.2.3 The funds of the Association shall be maintained in trust account(s) for the benefit of the Association or shall be deposited with an Oklahoma bank in an interest-bearing account(s), and may not be accessed or withdrawn by the Board or any Member of the Association or other person, except by check or draft drawn on the Association's account and signed by at least two (2) of the officers of the Association.

ARTICLE VIII

OFFICERS AND DUTIES

8.1 **Enumeration and Term.** The officers of the Association shall be a President, who shall, at all times, be a Director, a Secretary/Treasurer, and such other officers as the Board may, from time to time, by resolution create. The officers shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall sooner resign or shall be removed or otherwise disqualified to serve.

8.2 **Election of Officers.** The initial officers shall be elected by the Board appointed by the Declarant and shall serve until the first annual meeting of the Board. Officers shall thereafter be elected by the Board at each annual meeting of the Board.

8.3 **Resignation and Removal.** Any officer may be removed from office by a majority of the Board at any time, with or without cause. Officers may resign at any time upon prior written notice to each Director on the Board.

8.4 **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to fill a vacancy shall serve for the remainder of the term of the officer he replaces.

8.5 **Duties.** The duties of the officers are as follows:

8.5.1 **President.** The President shall preside at all meetings of the Board and the Members of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, deeds, mortgages and other written instruments and shall co-sign all checks and promissory notes.

8.5.2 **Vice President.** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act and shall exercise and discharge any such other duties as may be required of him/her by the Board.

8.5.3 **Secretary/Treasurer.** The Secretary/Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; receive and deposit funds in appropriate bank accounts of all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the Association; keep proper books of account and prepare or have prepared financial statements as required in these Bylaws; and shall perform such other duties as provided by the Board. The duty of the Secretary/Treasurer to receive and deposit funds and to sign checks in the ordinary course of the Association's business may be delegated to a management company as provided in these Bylaws.

8.6 **Compensation of Officers.** No officers shall receive any compensation from the Association or the Owners for acting as such.

ARTICLE IX

MAINTENANCE AND ASSESSMENTS

Pursuant to the procedures and guidelines set forth in the Declaration, the Board shall collect and deposit in the account of the Association, the assessments as set forth in the Declaration pursuant to the procedures provided for therein. The monies collected from the assessments shall be invested by the Board in an interest-bearing account and shall be utilized to pay the expenses associated with the maintenance, repair, replacement and insurance of the Common Areas.

ARTICLE X

DISCIPLINE OF MEMBERS; SUSPENSION OF RIGHTS

The Board shall have the power to impose reasonable monetary penalties, temporary suspensions of an Owner's rights as a Member of the Association, or other appropriate discipline, for failure to comply with the Declaration, these Bylaws and/or any duly enacted Rules and Regulations of the Association in accordance with the various remedies and penalties specified in Section 6.3 of the Declaration; provided that an Owner subject to such possible penalties shall be given reasonable notice and the opportunity to be heard by the Board with respect to the alleged violations before the decision to impose discipline or penalties is reached unless it is an emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations). Any monetary penalty shall bear a reasonable relationship to the conduct for which the penalty is imposed and the reasonable judgment of the Board and may only be imposed prospectively.

ARTICLE XI

BUDGETS, FINANCIAL STATEMENTS, BOOKS AND RECORDS

11.1 **Budgets and Financial Statements.** Financial statements for the Association shall be regularly prepared and distributed at the annual meeting to those Members requesting a copy of same. The Board shall prepare reasonable operating statements and budgets of the Association for each fiscal year of the Association.

11.2 **Inspection of Association's Books and Records.** The register of Members, books of account and minutes of meetings of the Members, of the Board and of committees of the Board or Association, shall be made available for inspection and copying by any Member or by his/her/its duly authorized representative at any reasonable time and for purpose reasonably related to his/her/its interest as a Member at the office of the Association or at such other place as the Board shall prescribe, upon reasonable notice and at a reasonable time. Any Member desiring copies of any documents shall pay the reasonable cost of reproduction. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

ARTICLE XII

AMENDMENT OF BYLAWS

Until termination of its Class "B" membership Declarant may unilaterally amend this Declaration and Bylaws (with respect to the Property as to which it has been designated Declarant) at any time and from time to time if such amendment is (i) necessary to bring any provision hereof into compliance with any applicable government statute, rule or regulation or judicial determination which is in conflict therewith; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property; (iii) required by an institution or governmental lender, purchaser, insurer or guarantor of mortgage loans to enable it to make, purchase, insure or guarantee mortgage loans on any portion of the Property; (iv) to correct scrivener's errors, or (v) to facilitate creation, operation, or effectiveness of the UOE Declaration. However, any such amendment shall not adversely affect the title to any Lot unless the affected Owner shall consent thereto in writing. In addition, except as provided above and otherwise specifically provided elsewhere in these Bylaws or in the Declaration, the Bylaws may be amended only by (x) the affirmative vote or written consent, or any combination thereof, of Owners representing seventy percent (70%) of the total Class A Member votes, (y) the consent of OCURA, as long as OCURA owns any of the Platted Land, and (z) the consent of Owners representing at least fifty percent (50%) of the total Class "B" votes in the Association. Notwithstanding the foregoing, the percentage of votes necessary to amend a specific clause of these Bylaws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that specific clause. It is expressly provided, however, that notwithstanding the foregoing, each of the particular requirements set forth in 60 Okla. Stat. 2001 §§ 851-857, inclusive, as it now reads or may be hereafter amended, shall always be embodied in these Bylaws. Such modification or amendment shall not become operative unless set forth in the Declaration and duly recorded in

an amendment thereto filed in the Office of the County Clerk of Oklahoma County, Oklahoma. Provided, however, provisions within the Declaration and these Bylaws applicable to Base, Special or Specific Assessments against a Class B Member with respect to Property as to which it is the Declarant can be amended or modified only by such Class B Member.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 **Owner's Personal Obligation for Payment of Assessment.** The amount of total assessments against a Lot, including any Base, Special or Specific Assessment(s) shall be the personal and individual debt of the Owner of the Lot at the time the assessment became due. The Board shall have the responsibility to take prompt action to collect any unpaid assessment in accordance with the terms of the Declaration and these Bylaws.

13.2 **Indemnity of Officers and Directors.** In addition to the indemnities provided by provisions of the Declaration, each Director and officer shall be indemnified by the Association against all expenses and liabilities, including attorney's fees and court costs, reasonably incurred by or imposed upon such Director or officer by judgment or settlement in connection with any proceeding to which such Director or officer may be a party or in which such Director or officer may become involved by reason of his/her being or having been a Director or an officer of the Association, except in cases of fraud, gross negligence or bad faith of the Director or officer in the performance of his/her duties hereunder.

13.3 **Architectural Committee.** Upon delegation by the Declarant, or upon expiration or termination of the Declarant's rights under Article XI of the Declaration, the Association shall appoint an Architectural Review Committee to assume jurisdiction over architectural matters for the Association and the Property pursuant to the requirements of Article XI of the Declaration and these Bylaws. The Architectural Review Committee, when appointed, shall consist of at least four (4), but no more than seven (7), Persons who shall serve and may be removed and replaced from the Committee in the Board's absolute discretion. The members of the Architectural Review Committee need not be Members of the Association or representatives of Members of the Association and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The members of the Architectural Review Committee shall serve three (3) year concurrent terms, unless earlier removed and replaced by the Board in its discretion. In the event of the earlier removal, resignation or death of a member of the Architectural Review Committee, the Board shall appoint a successor. The Architectural Review Committee shall perform the duties set forth in the Declaration and such other duties as the Board of Directors from time to time specifies. In the absence of an Architectural Review Committee, the Association shall assume responsibility regarding architectural matters for the Association and the Property pursuant to the requirements of Article XI of the Declaration and these Bylaws.

13.4 **Conflict.** The Declaration shall control over any inconsistent provision contained in these Bylaws. The foregoing priority shall not prevent the enforcement by the Association of provisions of the Declaration or Bylaws which are more stringent than Oklahoma law.

13.5 **Notices.** Any notice permitted or required to be given by these Bylaws or the Declaration may be delivered either personally or by facsimile, overnight delivery service, or by depositing same in the United States Mail by certified mail, postage prepaid and return receipt requested. Notices shall be effective when confirmed by facsimile transmission receipt, if by facsimile, when received if by personal delivery, on the next business day after delivery to an overnight delivery service, or three (3) days after deposit with the U.S. Postal Service if mailed by U.S. Mail. Notices shall be addressed to each Person at the current address given by such Person to the Secretary of the Association, or the address set forth in the Declaration for such Person, or addressed to the Lot of such Person, if no address has been given to the Secretary of the Association.

ESTABLISHMENT OF BYLAWS

We, the undersigned, being the President and all of the Directors of the Board of Directors of the Association appointed by the Declarant, pursuant to the Declaration and these Bylaws, do hereby certify the foregoing to be the Bylaws of The Hill at Bricktown Homeowners Association, Inc. and, by our signatures hereto, do hereby adopt the foregoing Bylaws as of the ____ day of October, 2009.

THE HILL AT BRICKTOWN HOMEOWNERS
ASSOCIATION, INC.,
an Oklahoma not-for-profit corporation

By: _____

President

Date: _____

ATTEST:

Secretary

Date: _____

_____, Director
(name)

_____, Director
(name)

_____, Director
(name)

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ____ day of October 2009 by _____, President and a Director of The Hill at Bricktown Homeowners Association, Inc., an Oklahoma not-for-profit corporation (the "Corporation"), _____ and _____, each Directors of the Corporation, on behalf of the Corporation.

My Commission Expires:

Notary Public
Commission No. _____

(Seal)

EXHIBIT 7.1.4

[Initial Rules and Regulations]

RULES AND REGULATIONS OF THE HILL AT BRICKTOWN HOMEOWNERS ASSOCIATION, INC.

The rules and regulations set forth below (the "Rules") are promulgated by the Board of Directors of The Hill at Bricktown Homeowners Association, Inc., an Oklahoma not-for-profit corporation, and its successors and assigns (the "Association"), pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The Hill at Bricktown, an Addition to the City of Oklahoma City, the Plat of which Addition is recorded in Book 67 at Page 61 in the office of the County Clerk of Oklahoma County, Oklahoma, (the "Declaration"). All capitalized terms not otherwise defined in these Rules, shall have the same meanings ascribed to them in the Declaration or in the Bylaws of The Hill at Bricktown Homeowners Association, Inc. (the "Bylaws"), as applicable.

The Rules apply to the Property and are binding upon all Owners and Occupants thereof and all Members of the Association in addition to the use restrictions of the Property set forth in the Declaration and the Bylaws. In the event of a conflict between these Rules and the Declaration, the Declaration shall prevail.

RULES AND REGULATIONS:

1. **COMMON SIDEWALKS, COMMON DRIVEWAYS AND ENTRANCES SHALL NOT BE OBSTRUCTED.** Common sidewalks, Common Driveways and entrances shall not be obstructed or used by anyone for any other purpose other than entering and exiting Lots. Toys or other sporting equipment shall not be left unattended on any part of the Property.
2. **VEHICLE PARKING AND STORAGE.** No vehicle belonging to or under the control of any Owner or Occupant, or any guest thereof shall be parked in such a manner as to impede or prevent ready access to any entrance, garage, Lot, or Common Driveway on the Property. Vehicles may be parked on public streets only in accordance with the ordinances of the City of Oklahoma City. No vehicles are to be parked on the grass or any Common Areas. **ILLEGALLY PARKED VEHICLES WILL BE TOWED AT THE EXPENSE OF THE VEHICLE OWNER.** No trucks, campers, recreational vehicles, motor homes or large commercial vehicles, nor any vehicle in the process of being repaired, with an expired tag or otherwise presently inoperable, shall be stored or parked on a public street adjacent to the Property. Vehicles left unattended on a public street on or adjacent to the Property for more than 24 hours are subject to being towed by the Association at the expense of the

Owner or Occupant owning or using such vehicle, or whose guest owns or uses such vehicle.

3. **NO TELEVISION, CABLE, SATELLITE TV, TELEPHONE EQUIPMENT OR WIRING IS PERMITTED WITHOUT PERMISSION.** No radio or television aerial, satellite dish, microwave antenna, cable wiring, boxes or connections or other device shall be erected on any Lot or on the exterior of any structures located upon any Lot without first obtaining, in each instance, the written approval of the Board. Any aerial or other device installed without such prior written consent shall be removed by the Association at the Owner's or Occupant's expense, without notice at any time. No Owner or Occupant shall install or retain a contractor to install, on the exterior of the Lot wiring for electrical, television, radio, and internet or telephone installation for any other purpose, without the prior review and written approval of the Board.
4. **LOUD OR OBJECTIONABLE NOISE.** Owners or Occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using, playing or permitting to be used or played musical instruments, radios, television sets, amplifiers and any other instruments or devices in such a manner as may disturb or tend to disturb Owners or Occupants of other Lots.
5. **TRASH COLLECTION, DUMPSTERS, LIMITED TO HOUSEHOLD TRASH ONLY.** The trash service provided to the Property is intended to be for normal day-to-day refuse. The service provider designates the days for trash pickup ("Collection Dates"). Any items such as furniture, appliances, mattresses, tires, or other large items are to be disposed of off the Property by the Owner or Occupant. Trash shall be placed in plastic bags and tied prior to being disposed of in the containers provided by the service provider. Trash containers must remain inside each individual garage until 6:00 p.m. on the day before each Collection Date and shall be returned to such garage at the end of designated trash pickup day. Violation of the trash rules will result in fines being levied against the Owner of the Lot.
6. **ANIMALS AND PETS.** No animal shall be kept on any Lot except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. Such pets shall be kept in such a manner so as not to disturb the other Owners or Occupants. No savage or dangerous animals shall be kept on the Property. If a pet becomes obnoxious to other Owners, the Owner or Occupant having control of the pet shall be given written notice by the Board to correct the problem; if not corrected, the Owner or Occupant, upon written notice by the Board, will remove the pet.

An Owner must obtain permission in writing from the Board of Directors to keep a pet weighing more than twenty-five (25) pounds at maturity. All pets must be on a leash and accompanied by its owner when outside. No pets shall be permitted to run loose within the Property. All owners must immediately pick up after their pets any solid pet waste. Any Owner or Occupant, or guest of an Owner or Occupant, who causes or allows a pet or other animal to be brought or kept on the Property shall indemnify and hold harmless the

Association for any loss, damage or liability which the Association may sustain as a result of the presence of such pet or animal on the Property, whether the Association has given its permission for the pet or in the absence of Association permission. No more than TWO household pets may be kept without the written permission of the Association. All pets must have a current licenses issued by the City of Oklahoma City. Violation of the pet rules will result in fines being levied against the Owner of the Lot.

7. **DAMAGE TO PROPERTY AND COMMON ELEMENTS.** Owners or Occupants shall reimburse the Association, or third parties, as applicable, for any damage to any portion of the Common Areas, or to the Property caused by such Owner or Occupant of any Lot.
8. **DRAPES AND MINI-BLINDS.** All drapes drape lining or mini-blinds visible from the exterior of any Lot shall be of a neutral, white or off-white color.
9. **HANGING ITEMS.** No garments, rugs or any other item shall be hung from the windows, railings, fences, roofs or any of the facades.
10. **RETURNED CHECK CHARGE.** A twenty-five dollar (\$25.00) charge will be imposed on each Owner or Occupant for all checks returned for any reason.
11. **CHILDREN MUST BE SUPERVISED.** Children must be supervised when playing in the Common Areas. Owners and Occupants are responsible for the actions of their children and guests. Any and all damages caused by children of Owners and Occupants shall be repaired by the Association, but at the expense of that Owner or Occupant.
12. **NO TEMPORARY STRUCTURES ALLOWED.** No trailer, tent or shack shall be erected, placed or permitted; nor shall any structure of a temporary character be used at anytime on the Property.
13. **PATIOS, SIDEWALKS AND YARDS.** Patios, sidewalks and yards shall be kept neat and clean at all times.
14. **SIGNS AND BILLBOARDS.** No signs or billboards shall be permitted on any Lot or Common Area without the prior written consent of the Association; provided this prohibition shall not apply to the Declarant in the sale of Lots by Declarant.
15. **VEHICLES MAY NOT BE WASHED.** No vehicles may be washed on the public streets or the Common Driveways of the Property.
16. **VEHICLE MAINTENANCE.** Repair work to vehicles may be completed in an Owner's or Occupant's garage on vehicles, provided that cleanup is done immediately upon completion. No vehicle may be stored in garage if the garage door cannot be closed daily upon completion of work on the vehicle. No vehicle maintenance may be complete on Common Driveways and public streets adjacent to the Property.

17. **RIGHT OF ENTRY.** An Owner and Occupant shall and does grant the right of entry to any person authorized by the Board in case of an emergency originating in or threatening the Owner's or Occupant's Lot whether the Owner or Occupant is present at the time or not.
18. **GARDEN HOSES AND OUTSIDE WATERING.** No garden hoses or lawn sprinklers may be left unattended. Owners and Occupants should be careful to water lawns and flower beds only and not allow water to run into the public streets and Common Driveways. In the winter, when the temperature approaches 35 degrees Fahrenheit or lower Owners and Occupants shall disconnect hoses from the hose bibs/spigots to prevent the freezing of water pipes. Violation of the hose and watering rules will result in fines being levied against the Owner or Occupant of the Lot or the cost of any damages.
19. **NO ONE IS ALLOWED ON THE ROOFS.** No Owner or Occupant or invitee is allowed on the roofs of the Lots or Buildings without the prior written permission of the Board of Directors.

EXHIBIT A-4:
Photos of The Hill



View looking southeast from intersection of Russell M. Perry Ave. and NE 2nd St.



View looking back towards the Central Business District from Town Hall roundabout



The Hill Town Hall Building



The Hill 2-story units



The Hill 3-story units



Alleyway at The Hill with garage parking for each townhome

EXHIBIT A-5:
Photos of Existing Site Conditions



Looking toward I-235 from NE 1st Street



Main Street and property boundary with retaining wall and fence



NE 1st Terrace



Southeast corner of the property looking back towards The Hill and the Central Business District

EXHIBIT B

**OKLAHOMA CITY URBAN RENEWAL
AUTHORITY**

**RFP PROPOSAL FORMS 1-4 TO BE EXECUTED FOR
RFP SUBMITTAL**

**PLEASE SUBMIT THE FORMS IN A SEPARATE ENVELOPE. DO
NOT INCLUDE COPIES OF THE FORMS IN THE PRINTED
PROPOSAL.**

FORM 1: CERTIFICATION of READING and UNDERSTANDING

I, the undersigned prospective Redeveloper, or the authorized representative of the prospective Redeveloper, hereby certify that I have read and understand the Request for Proposals (RFP) requirements and further certify that I have read and understand the Invitation for Redevelopment Proposals Public Notice (Exhibit D) as issued by the Oklahoma City Urban Renewal Authority.

Printed Name of Prospective Redeveloper

Signature/Title

SUBMITTED this _____ day of _____, 20____.

FORM 2: REDEVELOPMENT PROPOSAL

The undersigned proposes to purchase from the Oklahoma City Urban Renewal Authority, an Oklahoma public body corporate ("OCURA"), all or a portion of OCURA's property in Oklahoma City, Oklahoma (the "Redevelopment Site"), as described in the Request for Proposals (RFP) issued by OCURA. The proposal contained herein will become binding only if this proposal results in the execution of an agreement to redevelop the Redevelopment Site which is satisfactory to OCURA.

The undersigned proposes to purchase the Redevelopment Site for a total sum of \$_____.

The undersigned understands and agrees that this proposal must comply with all requirements and provisions of the RFP.

All data, documentation and materials required by the RFP is supplied herewith and made a part of this proposal.

SUBMITTED this _____ day of _____, 20_____.

Printed Name(s) of Prospective Redeveloper(s)

Signature

Signature

Title

Company

Address 1

Address 2

Telephone/Fax

Email Address

FORM 3A: REDEVELOPER'S STATEMENT for PUBLIC DISCLOSURE

Note: If space on this form is inadequate for any requested information, it should be furnished on an attached page which is referred to under the appropriate item on the form.

1. Name of Redeveloper/Title _____
Address of Redeveloper: _____
City, State, Zip Code: _____
Phone Number: _____
E-mail: _____

2. The Redeveloper proposes to enter into a redevelopment agreement with respect to the purchase and redevelopment of property owned by the Oklahoma City Urban Renewal Authority in The City of Oklahoma City, State of Oklahoma, subject to adjustment as to exact boundaries, dimensions, interests and final determination based on surveys, described as follows:

A tract of land being a part of the South Half (S/2) of Section Thirty-four (34), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City,

Oklahoma County, Oklahoma, being more particularly described as follows:

The Hill at Bricktown Section 3 Platted Lots

All of Lots 8 through 14 of Block 6 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

AND

All of Lots 8 through 28 of Block 9 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

AND

All of Lots 1 through 26 of Block 10 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

AND

All of Lots 1 through 7 of Block 11 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

AND

All of Lots 1 through 5 of Block 12 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

AND

The Hill at Bricktown Common Areas

All of Common Area "C" as shown on the plat THE HILL AT BRICKTOWN recorded in Book 67 of plats. Page 61 less and except that portion of said Common Area "C" replatted as a part of the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25 and further less and except that portion of Common Area "C" more particularly described as:

Beginning at the Southwest (SW) Corner of Lot 1 Block 8 of said plat THE HILL AT BRICKTOWN, said point being the POINT OF BEGINNING;

THENCE South 88°40'22" East, along and with the South line of said Block Eight (8) and the North line of said Common Area "C", a distance of 209.50 feet to them Southwest (SW) Corner of Lot 1 Block 10 of said plat THE HILL AT BRICKTOWN SECTION 3;

THENCE South 01°19'38" West, along and with the extended West line of said Lot 1 Block 10, a distance of 30.00 feet to a point on the South line of said Common Area "C" and the North line of Block 9 as shown on said plat THE HILL AT BRICKTOWN SECTION 3;

THENCE North 88°40'22" West, along and with the South line of said Common Area "C" extended and the North line of said Block 9, a distance of 215.30 feet to Northwest (NW) Corner of Lot 1 of said Block 9, said point lying on the East right-of-way line of Geary Avenue and the West line of said Common Area "C";

THENCE North 01°19'38" East, along and with the East right-of-way line of Geary Avenue and the West line of said Common Area "C", a distance of 77.13 feet;

THENCE North 46°19'38" East, continuing along and with the East right-of-way line of Geary Avenue and the West line of said Common Area "C", a distance of 8.20 feet to a Northeast (NW) Corner of said Lot 1 Block 8;

THENCE South 01°19'38" West, along and with the East line of said Common Area "C" and the West line of said Lot 1 Block 8, a distance of 52.93 feet to the POINT OF BEGINNING.

AND

All of Common Area "H" as shown on the plat THE HILL AT BRICKTOWN recorded in Book 67 of plats, Page 61.

Basis of Bearing: Bearings as shown on the recorded plat THE HILL AT BRICKTOWN.

3. If the Redeveloper is not an individual doing business under his own name, the Redeveloper has the status indicated below and is organized or operating under the laws of the State of _____.
- _____ a corporation
- _____ a nonprofit or charitable institution or corporation
- _____ a partnership known as:
- _____ a limited liability company
- _____ a business association or a joint venture known as:
- _____ a Federal, State, or local government or instrumentality thereof
- _____ Other (explain)
4. If the Redeveloper is not an individual or a government agency or instrumentality, give date of organization status.
5. Names, addresses, title or position, and nature and extent of the interest of the officers and principal members, partners, shareholders, and investors of any member of the developer, other than a government agency or instrumentality, are to be set forth below as follows:
- a. If the Redeveloper is a corporation, list below the officers, directors, or trustees, and each stockholder owning more than ten percent (10%) of any class of stock.
 - b. If the Redeveloper is a nonprofit or charitable institution or corporation, list below the members who constitute the Board of Trustees, or Board of Directors, or similar governing body.
 - c. If the Redeveloper is a partnership, list below each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.
 - d. If the Redeveloper is a limited liability company, list below each member, whether a manager, and either the percent of interest or a description of the character and extent of interest.

- e. If the Redeveloper is a business association or a joint venture, list below each participant and either the percent of interest or a description of the character and extent of interest.
- f. If the Redeveloper is some other entity, list below the officers, the members of the governing body, and each person having an interest of more than ten percent (10%).

NAME AND ADDRESS	POSITION/TITLE	PERCENT OF INTEREST	EXTENT OF INTEREST

6. Name, address, nature and interest of interest of each person or entity (not named in response to item 5) who has a beneficial interest in any of the persons or investors named in response to item 5 which gives such person or entity more than a computed ten percent (10%) interest in the Redeveloper (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Redeveloper; or more than 50% of the stock in a corporation which holds 20% of the stock of the Redeveloper):

NAME AND ADDRESS	POSITION/TITLE	PERCENT OF INTEREST	EXTENT OF INTEREST

Note: If the Redeveloper is a corporation, the following certification should be signed by the President and Secretary of the corporation; if an individual, by such individual; if a partnership, by one of the

partners; if an entity not having a president and secretary, by one of its chief officers having knowledge of the financial status and qualifications of the Redeveloper.

FORM 3B: CERTIFICATION

I (We) _____

Certify that this Redeveloper’s Statement for Public Disclosure is true and correct to the best of my (our) knowledge and belief.

Signature

Title

Address 1

Address 2

Telephone/Fax

Email

Date

Signature

Title

Address 1

Address 2

Telephone/Fax

Email

Date

FORM 4A: CONSENT TO OBTAIN CREDIT REPORT

I hereby authorize and instruct OKLAHOMA CITY URBAN RENEWAL AUTHORITY ("OCURA") to obtain and review my credit report. My credit report will be obtained from a qualified reporting agency chosen by OCURA. I understand and agree that OCURA intends to use this information solely for the purpose of evaluating my credit worthiness and qualifications to contract with OCURA.

Note: A signed consent must be submitted for each key personnel of the redeveloper. If the redeveloper is a new entity, please submit a signed consent form for each key personnel of the redeveloper's parent/manager. Please refer to Exhibit C for Open Records Act and confidentiality requirements which would apply to the information obtained from the credit report.

Legal Name

Social Security Number (this information will be redacted from public view)

Driver's License # and State (this information will be redacted from public view)

Address

City, State, Zip Code

Signature

Title

Date

FORM 4B: CONSENT TO OBTAIN CRIMINAL BACKGROUND INFORMATION

I hereby authorize and instruct OKLAHOMA CITY URBAN RENEWAL AUTHORITY (“OCURA”) to obtain and review my criminal background information. My criminal background information will be obtained from a qualified reporting agency chosen by OCURA. I understand and agree that OCURA intends to use this information solely for the purpose of evaluating my qualifications to contract with OCURA.

Note: A signed consent must be submitted for each key personnel of the Redeveloper. If the Redeveloper is a new entity, please submit a signed consent form for each key personnel of the Redeveloper’s parent/manager. Please refer to Exhibit C for Open Records Act and confidentiality requirements which would apply to the information obtained from the criminal background report.

Legal Name

Social Security Number (this information will be redacted from public view)

Driver’s License # and State (this information will be redacted from public view)

Address

City, State, Zip Code

Signature

Title

Date

FORM 4C: BUSINESS CREDIT INFORMATION

The OKLAHOMA CITY URBAN RENEWAL AUTHORITY (“OCURA”) will use the information below to obtain a business credit report from a qualified reporting agency chosen by OCURA. OCURA intends to use this information solely for the purpose of evaluating the credit worthiness and qualifications to contract with OCURA.

Note: If the Redeveloper is a new entity, please submit information for the Redeveloper’s parent/manager. Please refer to Exhibit C for Open Records Act and confidentiality requirements which would apply to the information obtained from the business credit report.

Legal Name

Federal Tax I.D. # (this information will be redacted from public view)

Date of Incorporation

Address

City, State, Zip Code

Signature

Title

Date

EXHIBIT C

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

Open Records Act and Confidentiality Requirements

OPEN RECORDS ACT AND CONFIDENTIALITY REQUIREMENTS

All materials submitted to OCURA pursuant to this Request for Proposals are potentially subject to the mandates of the Oklahoma Open Records Act (Act), 51 Okla. Stat. §§ 24A.1. et seq. The purpose of the Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records", as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create an exception or confidential privilege, persons or entities who submit information to public bodies have no right to keep this information from public access, nor is there any reasonable expectation that this information will be kept from public access. See 51 Okla. Stat. §§ 24A.2.

If you believe that any information you will or may submit to OCURA pursuant to this Request for Proposals is or should be kept confidential under a specific state or federal statute, and therefore, not subject to public disclosure, you must comply with the following:

- a. Place said documents/records in a separate envelope marked "Confidential". DO NOT label your entire response to the Request for Proposals as "Confidential" – label only those portions of the response that you feel are made confidential by state or federal law as "Confidential". If only a portion of a document is confidential, please identify specifically the portions of the document you are claiming are confidential. (Under the Oklahoma Open Records Act, a public entity may be obligated to produce documents for public inspection even if the documents contain only a portion of material which is confidential. However, the public entity can redact the confidential portions.)
- b. For each document for which you are claiming a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. §§ 85, et seq.

Please note that OCURA, consistent with § 24A.3(d) of the Act, understands that "personal financial information, credit reports or other financial data obtained by a public body for the purpose of evaluating credit worthiness, obtaining a license, permit, or the purpose of becoming qualified to contract with a public body" is not subject to disclosure under the Act. Financial information requested by this Request for Proposals for evaluating the creditworthiness of the Proposer or the purpose of allowing OCURA to determine if the Proposer is qualified to contract with OCURA should be submitted in a separate envelop and marked as confidential financial information.

Should an Open Records request be presented to OCURA requesting information the Proposer has identified as “Confidential”, the Proposer will be informed and the Proposer will be responsible for defending its position in the District Court, if needed.

If the Proposer fails to identify any records submitted as part of your proposal as “Confidential” by placing them in the “Confidential” envelope AND if the Proposer fails to identify the specific state or federal law creating such privilege, OCURA will assume that the Proposer agrees that said records are not confidential and are subject to public access.

EXHIBIT D

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

Resolution Authorizing Invitation for Proposals (Release of RFP)

Invitation for Redevelopment Proposals - Public Notice

RESOLUTION NO. 5958

RESOLUTION AUTHORIZING INVITATION FOR PROPOSALS FOR REDEVELOPMENT OF PROPERTY GENERALLY LOCATED BETWEEN RUSSELL M. PERRY AVENUE, MAIN STREET, N.E. 1ST STREET, AND N.E. 2ND STREET, HARRISON-WALNUT URBAN RENEWAL PLAN, AS AMENDED

WHEREAS, the Oklahoma City Urban Renewal Authority ("Authority") is a public body corporate created pursuant to the Oklahoma Urban Redevelopment Law, 11 O.S. §38-101, *et seq.*, and has undertaken implementation of the Harrison-Walnut Urban Renewal Plan ("Urban Renewal Plan") pursuant to the approval and direction of The City of Oklahoma City; and

WHEREAS, the Authority owns and seeks to convey for redevelopment approximately 2.8 acres of real property and adjacent property platted as common area located generally between Russell M. Perry Avenue, Main Street, N.E. 1st Street, and N.E. 2nd Street, more particularly described and depicted on the attached Exhibit A ("Property"); and

WHEREAS, immediately adjacent to the Property is a previously developed single-family townhome community, known as The Hill, which has been improved with two- and three-story townhomes, streets, parking areas, sidewalks, landscaping, lighting, a perimeter wall, common areas, and amenities such as a clubhouse and pool; and

WHEREAS, the development of the Property represents an important opportunity for urban residential development in downtown Oklahoma City, and the Authority desires to facilitate the development of the Property in a manner that complements the existing surrounding development in the Deep Deuce District, including The Hill, and supports the objectives of the Urban Renewal Plan; and

WHEREAS, the Board of Commissioners deems it appropriate, timely, and in the public interest to authorize an invitation for proposals for the redevelopment of the Property in support of the objectives of the Urban Renewal Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Oklahoma City Urban Renewal Authority as follows:

1. The invitation of proposals for the redevelopment of the Property is hereby authorized.
2. A public notice of an invitation for proposals is hereby authorized to be published, and a period of not less than one hundred twenty (120) days from the date of first publication is hereby established for submission of proposals.
3. The Executive Director, Authority staff and Legal Counsel are authorized to take necessary or appropriate actions to conduct a public competitive process and are directed to proceed with the issuance of the public invitations in a timely manner.

4. Proposals shall be evaluated by a committee to be formed by the Executive Director and which shall include a board member of the existing Homeowner's Association of The Hill, and such committee shall serve in an advisory capacity only in making its recommendations to the Board of Commissioners as to such proposals.
5. After evaluation of the proposals, if found to be acceptable, a redeveloper or redevelopers may be conditionally designated by the Board of Commissioners. The conditional redeveloper designation shall be based on the determination of the redevelopment proposal or proposals deemed to be most acceptable to the Board of Commissioners.
6. The evaluation of redevelopment proposals shall be based on the principal criteria outlined in the invitation, including but not limited to:
 - a. Responsiveness of the proposal to meet the goal and objective of redeveloping the Property for urban residential development, along with the goals and objectives of the Urban Renewal Plan, PlanOKC, and applicable requirements and guidelines contained in the City's zoning and municipal codes;
 - b. Responsiveness of the proposal in describing how the theme, design, and architectural style of the proposed redevelopment are similar to/different from The Hill's existing townhome community and how the proposed redevelopment will be compatible with and/or complementary to it;
 - c. Market feasibility and likelihood of the proposal to succeed;
 - d. Redeveloper team qualifications relevant to the proposal and demonstrated experience in completing similar projects;
 - e. Demonstrated ability to achieve design objectives identified in the invitation for proposals;
 - f. Adequacy of the pro forma for the proposal and appropriateness of any requested financial assistance;
 - g. Sufficient evidence of financial capacity to carry out the proposal; and
 - h. Capability of the redeveloper team to initiate and complete the project within a reasonable timeline.
7. The Authority shall enter into direct negotiations with the prospective redeveloper receiving conditional redeveloper designation, or, if more than one, with each such prospective redeveloper receiving conditional redeveloper designation, in order to achieve the best and most desirable project for the area and obtain agreement as to price and other terms and conditions satisfactory to the Board of Commissioners.
8. The invitation for redevelopment proposals shall not create any legal obligation for the Authority to enter into a contract for redevelopment except on terms and conditions the Board of Commissioners deems, in its discretion, to be acceptable and desirable.
9. The Executive Director, Legal Counsel, and officers and staff of the Authority are authorized and directed to prepare and execute such documents, letters, and authorizations as may be appropriate or desirable to implement this resolution.

I, Judy Hatfield, Assistant Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. **5958** was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (346) 248-7799 Meeting ID: 873 6711 4112 and online at <https://us02web.zoom.us/j/87367114112> on the **4th day of March, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

DocuSigned by:

Judy Hatfield

B9C57D5C4C904F6...

Assistant Secretary



	AYE	NAY
J. LARRY NICHOLS	✓	
LEE E. COOPER, JR.	✓	
RUSSELL M. PERRY	<i>Absent</i>	
JUDY J. HATFIELD	✓	
JAMES R. TOLBERT, III	✓	

EXHIBIT A

LEGAL DESCRIPTION

The Hill At Bricktown
OCURA

February 24, 2021

A tract of land being a part of the South Half (S/2) of Section Thirty-four (34), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

The Hill at Bricktown Section 3 Platted Lots

All of Lots 8 through 14 of Block 6 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

AND

All of Lots 8 through 28 of Block 9 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

AND

All of Lots 1 through 26 of Block 10 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

AND

All of Lots 1 through 7 of Block 11 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

AND

All of Lots 1 through 5 of Block 12 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

AND

The Hill at Bricktown Common Areas

All of Common Area "C" as shown on the plat THE HILL AT BRICKTOWN recorded in Book 67 of plats, Page 61 ***less and except*** that portion of said Common Area "C" replatted as a part of the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25 and further ***less and except*** that portion of Common Area "C" more particularly described as:

Beginning at the Southwest (SW) Corner of Lot 1 Block 8 of said plat THE HILL AT BRICKTOWN, said point being the POINT OF BEGINNING;

THENCE South 88°40'22" East, along and with the South line of said Block Eight (8)

and the North line of said Common Area "C", a distance of 209.50 feet to the Southwest (SW) Corner of Lot 1 Block 10 of said plat THE HILL AT BRICKTOWN SECTION 3;

THENCE South $01^{\circ}19'38''$ West, along and with the extended West line of said Lot 1 Block 10, a distance of 30.00 feet to a point on the South line of said Common Area "C" and the North line of Block 9 as shown on said plat THE HILL AT BRICKTOWN SECTION 3;

THENCE North $88^{\circ}40'22''$ West, along and with the South line of said Common Area "C" extended and the North line of said Block 9, a distance of 215.30 feet to the Northwest (NW) Corner of Lot 1 of said Block 9, said point lying on the East right-of-way line of Geary Avenue and the West line of said Common Area "C";

THENCE North $01^{\circ}19'38''$ East, along and with the East right-of-way line of Geary Avenue and the West line of said Common Area "C", a distance of 77.13 feet;

THENCE North $46^{\circ}19'38''$ East, continuing along and with the East right-of-way line of Geary Avenue and the West line of said Common Area "C", a distance of 8.20 feet to a Northwest (NW) Corner of said Lot 1 Block 8;

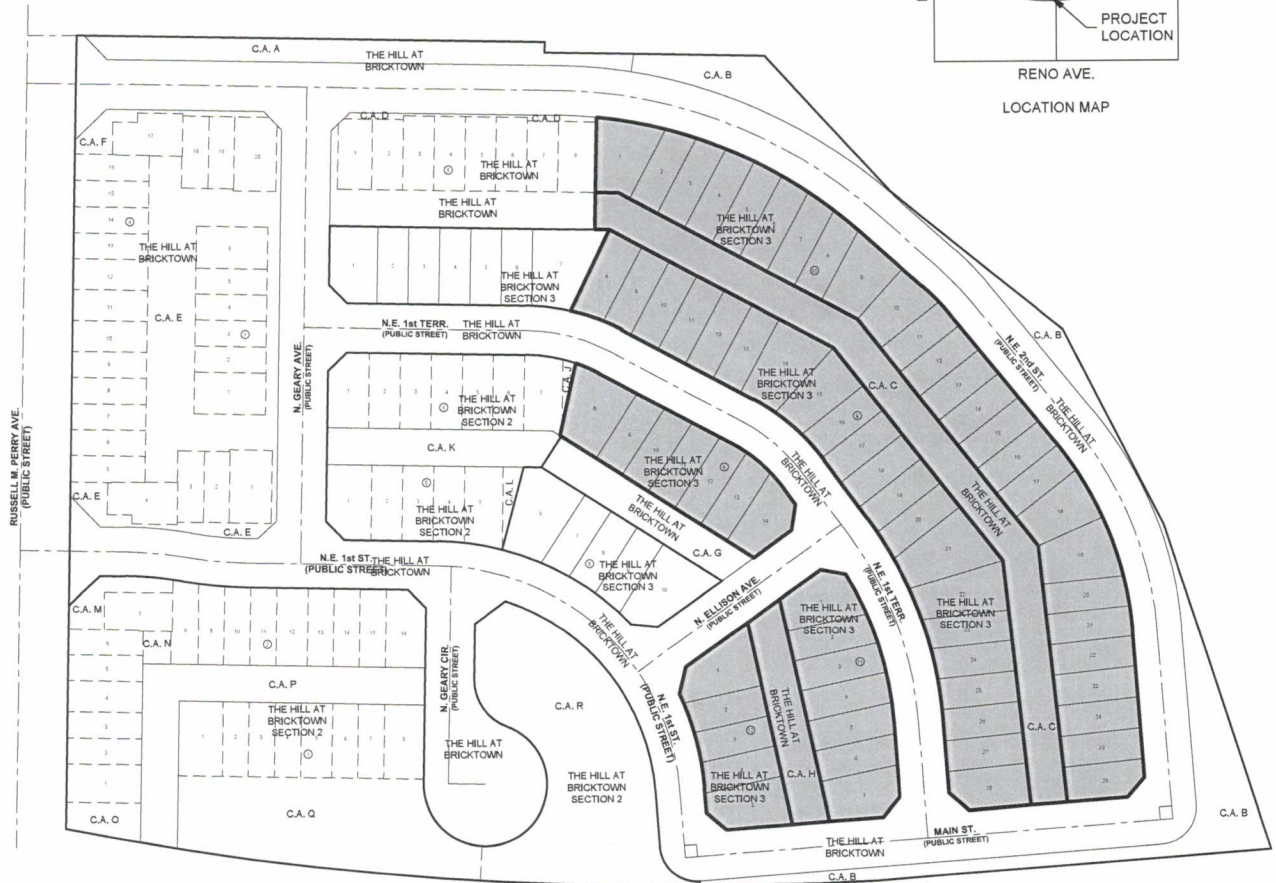
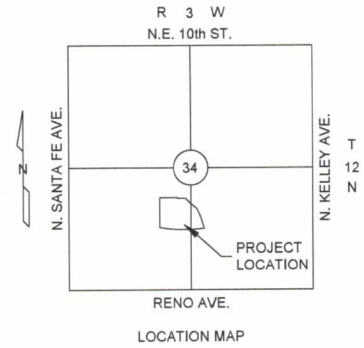
THENCE South $01^{\circ}19'38''$ West, along and with the East line of said Common Area "C" and the West line of said Lot 1 Block 8, a distance of 52.93 feet to the POINT OF BEGINNING.

AND

All of Common Area "H" as shown on the plat THE HILL AT BRICKTOWN recorded in Book 67 of plats, Page 61

Basis of Bearing: Bearings as shown on the recorded plat THE HILL AT BRICKTOWN

Legal Description subject to change based on survey or necessary adjustments/corrections.



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Date: 2-24-21
Scale: NTS

THE HILL AT BRICKTOWN OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA **OCURA**



Johnson & Associates, Inc.
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX (405) 235-8078 www.jaoc.com
Certificate of Authorization #1484 Exp. Date: 06-30-2021
• ENGINEERS • SURVEYORS • PLANNERS •

Invitation for Redevelopment Proposals - Public Notice

The OKLAHOMA CITY URBAN RENEWAL AUTHORITY (“OCURA”) invites the presentation of written proposals from qualified redevelopers (the “*Redeveloper*”) for the purchase and redevelopment of tracts of land generally located in The Hill at Bricktown, between NE 1st Street, NE 2nd Street, Russell M. Perry, and Main Street, which has been platted pursuant to the Final Plat of The Hill at Bricktown Section 3, for urban residential development. The Redevelopment Site is located in the Deep Deuce District of Oklahoma City and are part of the OCURA’s Harrison-Walnut Urban Renewal Plan.

The legal description of the Redevelopment Site, subject to adjustment as to exact boundaries, dimensions, interests and final determination based on surveys, is:

A tract of land being a part of the South Half (S/2) of Section Thirty-four (34), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City,

Oklahoma County, Oklahoma, being more particularly described as follows:

The Hill at Bricktown Section 3 Platted Lots

All of Lots 8 through 14 of Block 6 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

AND

All of Lots 8 through 28 of Block 9 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

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AND

The Hill at Bricktown Common Areas

All of Common Area "C" as shown on the plat THE HILL AT BRICKTOWN recorded in Book 67 of plats. Page 61 less and except that portion of said Common Area "C" replatted as a part of the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25 and further less and except that portion of Common Area "C" more particularly described as:

Beginning at the Southwest (SW) Corner of Lot 1 Block 8 of said plat THE HILL AT BRICKTOWN, said point being the POINT OF BEGINNING;

THENCE South 88°40'22" East, along and with the South line of said Block Eight (8) and the North line of said Common Area "C", a distance of 209.50 feet to them Southwest (SW) Corner of Lot 1 Block 10 of said plat THE HILL AT BRICKTOWN SECTION 3;

THENCE South 01°19'38" West, along and with the extended West line of said Lot 1 Block 10, a distance of 30.00 feet to a point on the South line of said Common Area "C" and the North line of Block 9 as shown on said plat THE HILL AT BRICKTOWN SECTION 3;

THENCE North 88°40'22" West, along and with the South line of said Common Area "C" extended and the North line of said Block 9, a distance of 215.30 feet to Northwest (NW) Corner of Lot 1 of said Block 9, said point lying on the East right-of-way line of Geary Avenue and the West line of said Common Area "C";

THENCE North 01°19'38" East, along and with the East right-of-way line of Geary Avenue and the West line of said Common Area "C", a distance of 77.13 feet;

THENCE North 46°19'38" East, continuing along and with the East right-of-way line of Geary Avenue and the West line of said Common Area "C", a distance of 8.20 feet to a Northeast (NW) Corner of said Lot 1 Block 8;

THENCE South 01°19'38" West, along and with the East line of said Common Area "C" and the West line of said Lot 1 Block 8, a distance of 52.93 feet to the POINT OF BEGINNING.

AND

All of Common Area "H" as shown on the plat THE HILL AT BRICKTOWN recorded in Book 67 of plats, Page 61.

Basis of Bearing: Bearings as shown on the recorded plat THE HILL AT BRICKTOWN.

(collectively, the "Redevelopment Site")

A pre-submission meeting will take place on **Friday, April 30, 2021 at 10:00 a.m.** The pre-submission meeting will be held by teleconference. To participate, the pre-submission meeting can be accessed online at: <https://us02web.zoom.us/j/81954274271>; or by dialing +1-346-248-7799; Meeting ID: 819 5427 4271; Passcode: 1. Attendance is recommended but not mandatory.

The selection process will be initiated by the submission of formal written proposals to OCURA in accordance with these instructions. Prior to the day and time for receipt of such formal written proposals, OCURA will provide all prospective redevelopers with available information, background material, and advice in order to encourage the preparation of proposals which most fully reflect the objectives of OCURA.

All formal written proposals for the purchase and redevelopment of the Redevelopment Site being offered for sale must be received at the offices of OCURA, 105 North Hudson Avenue, Suite 101, Oklahoma City, Oklahoma, by **3:00 p.m. on July 30, 2021**. Any proposals received after this time will be returned unopened to the prospective Redeveloper. Proposals will be publicly opened and read aloud by OCURA at **3:00 p.m. on July 30, 2021**, in the conference room at the offices of OCURA. All proposals properly submitted will be available for public review.

The evaluation of redevelopment proposals shall be based on the principal criteria outlined in the invitation, including but not limited to:

- a. Responsiveness of the proposal to meet the goals and objectives of the Urban Renewal Plan, PlanOKC, and any other applicable requirements and guidelines contained in the Oklahoma City Zoning Code or Municipal Code. Proposals involving rezoning and/or replatting of the Redevelopment Site may be permitted.
- b. Responsiveness of the proposal in describing how the theme, design, and architectural style of the proposed redevelopment are similar to/different from The Hill's existing townhome community and how the proposed redevelopment will be compatible with and/or complementary to it.
- c. Market feasibility and likelihood of the proposed redevelopment to succeed.
- d. Redeveloper's team qualifications relevant to the proposed redevelopment and demonstrated experience in completing similar projects.
- e. Demonstrated ability to achieve design objectives identified in the RFP.
- f. Adequacy of the pro forma for the proposal and appropriateness of any requested financial assistance.
- g. Sufficient evidence of financial capacity to carry out the proposed redevelopment.
- h. Capability of the Redeveloper's team to initiate and complete the redevelopment process within a timeline satisfactory to the Board of Commissioners of OCURA.

One or more conditional Redeveloper designations may be made based on a determination of the proposal or proposals deemed most acceptable to OCURA. OCURA may enter into direct negotiations with the Redeveloper(s) conditionally designated, in order to achieve the best and most desirable project in accordance with the redevelopment objectives of the area and to obtain an agreement as to price and other terms and conditions satisfactory to OCURA.

For further information, contact Cassi Poor at (405) 235-3771 or e-mail cassi.poor@theallianceokc.org. The RFP may be obtained at <http://ocura-ok.org/rfps>.

This invitation for development proposals shall not create any legal obligation for OCURA to enter into a redevelopment agreement except on terms and conditions it deems in its discretion to be satisfactory and desirable. OCURA reserves the right to reject any and all proposals.

Published in the Journal Record on April 1, 2021.

End of Exhibits