



DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

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This Declaration of Protective Covenants and Restrictions is made this 9th day of December, 2002, by Prism Partners, L.L.C. ("Prism"), hereinafter known as Declarant;

WITNESSETH:

WHEREAS, Twenty First Properties, Inc. has platted and subdivided the following described real property and Prism Partners, L.L.C. as Declarant and as successor in interest to Twenty First Properties, Inc., is the owner of the following described real property:

61st Street Industrial Park, a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof,

being hereinafter referred to as "The Properties"; and

WHEREAS, Prism Partners, L.L.C. desires to establish restrictions on the development and use of The Properties for the purposes of providing for the orderly development thereof and for the mutual benefit of its successors and assigns; and

WHEREAS, the 61st Street Industrial Park Association, Inc. was incorporated under the laws of the State of Oklahoma for the purpose of enforcing the restrictions and covenants herein declared and to enhance and protect the value, desirability and attractiveness of The Properties.

THEREFORE, Prism Partners, L.L.C. does hereby impose the following restrictions and covenants on the use and development of The Properties, which shall be covenants running with the land and shall be binding upon Prism Partners, L.L.C., its successors and assigns, and shall inure to the benefit of any owner of The Properties:

ARTICLE I

GENERAL

Section 1. Definition. The following words, when used in this declaration, unless the context shall prohibit, shall have the following meanings:

- a. "Association" shall mean and refer to the 61st Street Industrial Park Association, Inc.

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- b. "The Declarant" shall mean and refer to Prism Partners, L.L.C. and its successors and assigns, and shall include any person or entity to which Declarant may assign its rights and privileges, duties, and obligations hereunder, which are and shall be assignable.
- c. "Common Area" shall mean and refer to the areas of land depicted within the Plat of 61st Street Industrial Park as public street rights-of-way, drainage easements, and reserve areas, and shall include all property owned and/or maintained by the Association for the common benefit of the owners of The Properties.

ARTICLE II

**MEMBERSHIP AND VOTING RIGHTS
IN THE 61ST STREET INDUSTRIAL PARK ASSOCIATION, INC.**

Section 1. Membership. Each and every person or legal entity who shall own any lot, tract, or parcel of land in The Properties, shall automatically be a member of the 61st Street Industrial Park Association, Inc., PROVIDED that any person of entity who holds such an interest merely as security for the performance of any obligation shall not be a member.

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

Class A. Class A members shall be all those members described in Section 1 hereof with the exception of Prism Partners, L.L.C. All Class A members shall be entitled to one vote for each square foot of The Properties owned by it. When two or more persons or entities hold undivided interests in any part of The Properties, all such persons or entities shall be Class A members, and the vote for such part of The Properties shall be exercised as they, among themselves, determine, but in no event more than one vote be cast with respect to each square foot of The Properties.

Class B. The Class B member shall be Prism Partners, L.L.C. The Class B member shall be entitled to ten (10) votes for each square foot of The Properties owned by it, PROVIDED HOWEVER, that from and after December 31, 2012, notwithstanding any other provision of this Article, the Class B member shall be entitled to only one vote for each square foot of The Properties owned by it. Voting rights may be assigned, in whole or in part, as such rights relate to

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a particular tract of land, to a lessee holding a ground lease on such particular tract of land, PROVIDED that the primary term of such ground lease is for a period of not less than forty (40) years.

ARTICLE III

ASSESSMENTS

Section 1. Covenants for Assignments. The Declarant hereby covenants for each lot, tract or parcel of land owned by it within The Properties, and each purchaser of any such lot, tract or parcel of land by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant to pay to the Association: (1) annual assessments or charges (as specified in Section 3 hereof); (2) special assessments for capital improvements (as specified in Section 4 hereof), all of such assessments to be fixed, established, and collected from time to time as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for carrying out the purposes of the Association as stated in its Articles of Incorporation and in this Declaration, including without limitation, the landscaping and maintenance of street right-of-ways, drainage easement areas, and reserve areas. The Board of Directors of the Association shall determine the appropriate uses for the assessments.

Section 3. Annual Assessment. Each owner of any part of The Properties shall pay to the Association an annual assessment of one half (1/2) of one cent (.005) per square foot of gross area owned. The rate of annual assessment may be increased by vote of the membership of the Association, as provided in Section 5 hereof. The Board of Directors of the Association may, after consideration of current maintenance and future needs of the Association, fix the actual assessment for any year at a lesser amount. The Association may not accumulate a surplus at the end of any year which is more than two times the maximum permissible annual assessment for that year. The Board of Directors shall, should excess surplus (as above defined) exist at the end of any year, reduce the next total annual assessment by an amount at least equal to said excess surplus.

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Section 4. Special Assessment. In addition to the annual assessments authorized by Section 3 hereof, the Association may, by vote of its members as set out in Section 6 hereof, levy in any assessment year or years a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, unexpected repair or replacement of a described improvement including the necessary fixtures and personal property related thereto, or for carrying out other purposes of the Association as stated in its Articles of Incorporation.

Section 5. Vote Required for Increase in Rate of Annual Assessment. The increase in the rate of the annual assessment as authorized by Section 3 hereof must be approved by a majority of the total eligible votes of each class of membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least fifteen (15) days in advance and shall set forth the purpose of the meeting.

Section 6. Vote Required for Special Assessment. The Special Assessment authorized by Section 4 hereof must be approved by a majority of the total eligible votes of each class of membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least fifteen (15) days in advance and shall set forth the purpose of the meeting.

Section 7. Commencement Date of Annual Assessment. The first annual assessment provided for herein shall commence with the year 2003 and shall continue thereafter from year to year.

Section 8. Due Date of Assessment. The first annual assessment shall become due and payable on April 1, 2003, and shall be considered delinquent if not paid by April 30, 2003. The assessments for any year after 2003 shall become due and payable on April 1 of such year and delinquent if not paid by April 30 of such year. The due date and delinquent date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Owner's Personal Obligation for Payment of Assessments. The annual and special assessments provided for herein shall be the personal and individual debt of the owner of the property covered by such assessments. No owner may exempt himself from liability for such assessments. In the

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event of default in the payment of any such assessment, the owner of the property shall be obligated to pay interest to the Association at the rate of twelve percent (12%) per annum on the amount of the assessment from the due date thereof, and shall be obligated to pay all costs and expense of collection, including reasonable attorney's fees.

Section 10. Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 9 hereof and the cost collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien shall be superior to all other liens and charges against the said property excepting only tax liens and first mortgage liens, securing sums borrowed for the improvement of the property in question. The Association shall have the discretionary power to subordinate an assessment lien to any other lien. To evidence an assessment lien, the Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the property covered by the lien, and a description of the property. The notice shall be signed by an officer of the Association and shall be recorded in the office of the County Clerk of Tulsa County, Oklahoma. A lien for payment of assessments shall attach with the priority above set forth from the date that payment becomes delinquent as set forth in Section 8 above. Subsequent to the recording of a notice of assessment lien as provided above, the Association may institute suit against the owner obligated to pay the assessment and for foreclosure of the lien. In any foreclosure proceeding, the owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the property. Upon written request of any mortgagee of any part of The Properties, the Association shall report to the mortgagee any assessments remaining unpaid for longer than thirty (30) days after becoming due.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Appointment of Committee. The Association shall have an Architectural Control Committee, which shall consist of three (3) members who shall be natural persons, and who shall be

appointed by the Board of Directors of the Association. Until December 31, 2012, the appointment of the members of the Architectural Control Committee must be approved by Declarant, and any and all members of the committee may be removed by the Board of Directors or the Declarant without cause, provided however, the Declarant, upon written notice to the Board of Directors, may at any time relinquish its powers and rights pertaining to the Architectural Control Committee. After December 31, 2012, or the Declarant's written relinquishment of power, whichever event occurs first, the Board of Directors shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the Architectural Control Committee.

Section 2. Function of Architectural Control Committee. No improvement, as that term is hereinafter defined, shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any portion of The Properties until plans and specifications, in such form and detail as the Architectural Control Committee may deem necessary, shall have been submitted to and approved in writing by such committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the owner/applicant.

Section 3. Content of Plans and Specifications. Two sets of plans and specifications shall be submitted for approval by the Architectural Control Committee before construction is commenced. Unless waived in the particular instance by the Architectural Control Committee, the plans and specifications to be submitted and approved shall be prepared by a licensed architect or Professional Engineer and shall include the following:

- a. A topographical site plan showing contour grades and showing the location of all existing and/or proposed improvements, structures, walks, patios, driveways, fences and walls. Existing and finished grades shall be shown at lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as earthwork details if any appreciable change in the lot corners is contemplated.
- b. Exterior elevations.
- c. Exterior materials, colors, textures and shapes.
- d. Structural design including subsurface soils and foundation information.

- e. Landscaping plan, including walkways, fences and walls, elevation changes, watering systems, vegetation and ground cover.
- f. Parking area and driveway plan.
- g. Screening, including size, location and method.
- h. Utility connections.
- i. Exterior illumination, including location and method.
- j. Fire protection system, if any is to be provided.
- k. Signs, including size, shape, color, location and materials.

Section 4. Definition of "Improvement". Improvement shall mean and include all buildings, and roofed structures, pavements, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, driveways, ponds, lakes, swimming pools, tennis courts, signs, changes in any exterior color or shape, glazing or reglazing of exterior windows with mirrored or reflective glass, and any new exterior construction or exterior improvements above or below natural ground exceeding \$5,000.00 in cost which may not be included in any of the foregoing. It does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expensed in accounting practice and which does not change exterior colors or exterior appearances. It does include both original improvements and all later changes and modifications.

Section 5. Basis of Approval. Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony of external design and location with neighboring structures and sites, relations of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of the protective covenants.

Section 6. Failure of the Committee to Act. If the Architectural Control Committee fails to approve or to disapprove submitted plans and specifications or to reject them as being incomplete or otherwise inadequate within thirty (30) days after submittal thereof, then the submitted plans and specifications shall be deemed approved. In the event no suit has been brought to enjoin the construction,

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repair or alteration of an improvement within thirty (30) days after the completion thereof, the requirement of Architectural Control Committee approval shall be deemed complied with.

Section 7. Limitation of Liability. Neither the Declarant, the Association, the Architectural Control Committee, nor any of the members of the Committee, shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans and specifications, and an approval of plans and specifications shall not constitute a warranty or responsibility for building methods, materials, structural design, grading or drainage, or code violations.

Section 8. Power to Modify. The Architectural Control Committee shall have the power in the particular instance to grant a modification of any of the protective covenants set forth in Article V of this Declaration upon its finding that the purposes of the covenants can be achieved without necessity of strict adherence to the covenants or, in the alternative, that the purposes of the covenants cannot be achieved in the particular instance and the strict application of the covenants would constitute an unnecessary burden. The Committee, in considering a request for modification, shall give due considerations to the architectural and functional compatibility of a proposed use of improvement with the use and development of other properties within The Properties.

ARTICLE V

PROTECTIVE COVENANTS

The following covenants and provisions shall be applicable to construction, improvement, alteration, addition, or use of, in or to The Properties:

Section 1. Permitted Uses. The permitted uses within The Properties shall be limited to offices, banks, retail, warehousing, assembling, processing, wholesaling, research and development, servicing, light manufacturing, and distribution facilities, and uses customarily accessory thereto. The following uses are not permitted:

- a. Dwellings.

- b. Any use which involves a noxious odor, excessive emission of smoke, steam or vapor, or an excessive noise.
- c. Any use which violates applicable zoning ordinances or other laws.
- d. Uses not expressly permitted above.

Section 2. Minimum Setback Line. No structure of any kind or part thereof shall be placed within 50 feet from any side public street right-of-way line. No structure of any kind or part thereof shall be placed within 20 feet from any side property line, nor 20 feet from any rear property line.

The following improvements are expressly excluded from the foregoing setback restrictions:

- a. Structures below and covered by the ground.
- b. Steps, walks, driveways, parking lots, and curbing.
- c. Planters, walls, fences or hedges, not to exceed six (6) feet in height.
- d. Landscaping.
- e. Signs.

Section 3. Parking Areas. Parking areas shall:

- a. Be curbed, guttered, and paved with a minimum of 5” thickness of reinforced concrete or with a minimum of 5” thickness of asphaltic concrete on a 6” thick stabilized and compacted base.
- b. Be approved in writing by the Architectural Control Committee, if located in front of the building line fronting any public thoroughfare.
- c. Be sufficient to accommodate all parking needs for employees, company vehicles, and visitors without the use of on-street parking. If parking needs increase, additional off-street parking shall be provided by the owner. In no event shall less than one parking space be provided for each of the following, or be less than that required by applicable zoning ordinances:
 - (1) 300 gross square feet of office space;
 - (2) 200 gross square feet of banking space;
 - (3) 1,000 gross square feet of storage or warehouse area; and
 - (4) 500 gross square feet of manufacturing, assembling, processing, or servicing area.

Section 4. Driveways. Driveways shall:

- a. Not intersect public streets within 30 feet of street intersections.
- b. Have a minimum width of 20 feet and a maximum width of 35 feet.

Section 5. Signs. No sign visible from outside the lot within which located, shall be erected or installed unless first approved by the Architectural Control Committee in writing. In addition to the foregoing requirement, signs shall meet the following requirements:

- a. Shall be limited to the identification of the name and business of the occupant of the lot within which the sign is located, or which gives directions or which offer the premises for sale or for lease.
- b. Shall not be of an unusual size or shape when compared to the building or buildings on the premises.
- c. Shall not project above the roof line of any principal building on the lot.
- d. Shall not block the view to any other lot.
- e. Shall not be flashing, animated or moving.

Upon 10-days notice being given to the owner or occupant of any lot containing any sign or signs which have not been approved by the Architectural Control Committee, as above required, the Association shall have the right and easement to enter the lot and to remove any such sign.

Section 6. Landscaping. Landscaping and underground irrigation systems shall:

- a. Be installed on all sites contemporaneously with completion of other improvements, but in no event later than 30 days after first occupancy or completion of buildings, whichever shall first occur; and
- b. Conform to a landscaping plan approved by the Architectural Control Committee pursuant to Article IV of the Declaration. Landscaping shall:
 - (1) Include automatic underground sprinkling systems for all landscaped areas.
 - (2) Not obstruct sight lines at street or driveway intersections.
 - (3) Preserve existing trees to the extent practical.
 - (4) Permit reasonable access to public and private utility lines and easements for installation and repair.

Section 7. Screening.

- a. Storage areas, incinerators, storage tanks, waste receptacles, trucks based on the premises, roof objects (including fans, vents, cooling towers, skylights, and all roof-mounted equipment

which rises above the roof parapet), and maintenance facilities shall either be housed in enclosed buildings or otherwise screened from public view in a manner approved in writing by the Architectural Control Committee.

- b. No screening walls or landscaping hedges above 4 feet in height shall be constructed along property lines or along open channel drainage easements or along utility easements, unless erected for the purposes of screening equipment as outlined in Section 7-a above and approved in writing by the Architectural Control Committee.

Section 8. Antennae. No antenna or tower shall be erected on any property for any purpose without written approval from the Architectural Control Committee.

Section 9. Transmission Lines. Lines and/or wires for communication or for transmission of sound or electrical current, not within a building, shall be underground; provided however, temporary above-ground electric and telephone service lines for the purpose of providing temporary service pending installation of permanent underground service is permitted.

Section 10. Loading Docks and Areas. Loading docks and truck parking areas shall not be located on the front of any building structure or if located on the side, not within 20 feet of the front of the building.

Section 11. Exterior Illumination. Illumination shall be required on all exterior building walls facing public streets and for all parking areas and walkways between buildings and parking areas. All exterior illumination shall be from fixtures utilizing incandescent or high pressure sodium vapor lamps located in accordance with a lighting plan approved by the Architectural Control Committee pursuant to Article IV of the Declaration.

Section 12. Construction Standards.

- a. All with respect to all of Lot 1 Block 1 and Lots 1, 2 & 3, Block 2, exterior building walls must be faced with hard fired brick, EFIS material, concrete or stone masonry, or faced with precast concrete panels or tilt-up concrete panels.
- b. With respect to all other lots in The Properties except those identified in Section 12 (a) above, the exterior wall facing a dedicated street and extending a distance of 15 feet behind such elevation shall be faced with hard fired brick, EFIS material, concrete or stone masonry, or faced with precast concrete panels or tilt-up concrete panels. Other surfaces may be constructed of corrugated steel or aluminum wall panels in addition to material allowed pursuant to this paragraph.

- c. Glass, metal panels, wood siding, composite panels, and other similar materials may be used on exterior wall surfaces facing dedicated public street to provide architectural accents and produce an appearance harmonious with other buildings within The Properties. Provided, however, the use of such accent materials shall be subject to the specific approval by the Architectural Control Committee.
- d. The exact nature, composition and proportions of all exterior wall surfaces, including architectural accents, shall be subject to approval by the Architectural Control Committee. Exterior wall surfaces shall be painted or otherwise suitably treated to produce an attractive and durable finish. No exterior wall shall remain in an unfinished condition.
- e. Each kitchen facility within a building shall contain a water flushing garbage grinder disposal directly connected to a public sanitary sewer.
- f. All roofs shall be drained with gutters, downspouts, and/or other drainage conveyances. Storm water shall not be allowed to pond on roofs or run freely down the exterior of buildings.
- g. No excavation shall be made except in conjunction with construction of an improvement. When such improvement is completed, all exposed openings shall be backfilled and graded.
- h. Once commenced, construction shall be diligently pursued to completion.

Section 13. Waste Disposal. Each separate business enterprise shall have a centrally located compactor or container on the premises adequate to handle the trash and solid waste items generated or manufactured by such business enterprise. All facilities for shredding or processing solid wastes, and all facilities for disposing of liquid wastes other than by public sewerage methods (such as incineration, reclamation, or chemical dissolution), must be approved in writing by the Architectural Control Committee.

ARTICLE VI

MAINTENANCE

Section 1. Duty of Maintenance. Owners and lessees and occupants of any part of The Properties shall be jointly and severally have the duty and responsibility to keep that part of The Properties so owned, leased or occupied, including buildings, improvements and grounds in connection therewith, in a well-maintained, safe, clean and orderly condition at all times. The public street rights-of-way in front of and adjacent to any lot, tract or parcel of The Properties shall for maintenance purposes be

considered a part of The Properties so owned or occupied. Required maintenance includes, but is not limited to, the following:

- a. Prompt removal of all litter, trash, junk, debris, and abandoned equipment.
- b. Lawn mowing and edging.
- c. Tree and shrub pruning.
- d. Sweeping all pavements.
- e. Keeping exterior lighting and mechanical facilities in working order.
- f. Keeping lawn and landscape plant alive, fertilized, watered and healthy, and planting areas free of weeds.
- g. Keeping parking areas, aprons, loading areas and driveways in good repair.
- h. Complying with all government, health and police requirements.
- i. Striping of parking areas.
- j. Repainting of improvements.
- k. Repairing of exterior damages to improvements.

Section 2. Enforcement. If in the opinion of the Association, any Owner or occupant has failed in any of the foregoing maintenance duties, the Association may give the owner, or lessee, or occupant written notice of such failure. If the owner or occupant or lessee should fail to perform the required maintenance within 10 days after notice, then the Association shall have the right and easement to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry or trespass. The owners, lessees and occupants of any part of The Properties on which maintenance work is performed by the Association shall jointly and severally be liable for the cost thereof. If the owner, lessee or occupant shall fail to reimburse the Association within 30 days after receipt of a statement from the Association for maintenance, then said indebtedness shall be a debt of all said persons jointly and severally, and shall constitute a lien against that portion of The Properties on which the work was performed. The liens shall have the same attributes as the lien for assessments and special assessment set forth in Article III, Section 10 above, which provisions are incorporated herein by

reference, and the Association shall have the same powers and rights in regard to the lien for maintenance, including but not limited to, the right of foreclosure.

Section 3. Association Maintenance. The Association, upon resolution of the Board of Directors, may undertake on behalf of all owners, lessees and occupants of The Properties, the following limited maintenance activities:

- a. Lawn mowing and edging.
- b. Tree and shrub pruning.
- c. Lawn, tree and shrub watering, fertilizing, weeding; and
- d. General maintenance of the lawn and landscape areas, and the Association shall be deemed to have the right and easement to enter The Properties to the extent reasonably necessary to the performance of the foregoing maintenance activities.

The undertaking by the Association of the foregoing maintenance activities shall not relieve the owners, lessees and occupants from the other maintenance responsibilities set forth above in Article VI.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Duration. This Declaration and the covenants, restrictions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every owner of any part of The Properties, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded, and continuing through and including December 31, 2042, after which time said covenants shall be automatically extended for successive periods of five (5) years.

Section 2. Amendment. The Declaration may be amended or terminated at any time by a written instrument signed and acknowledged by Declarant during such period that Declarant is the record owner of at least two (2) lots within 61st Street Industrial Park or alternatively, this Declaration may be amended or terminated by the then owners of sixty percent (60%) of the area of the lots, provided, however, that Declarant must consent to such amendment or termination which is to be effective prior to December 31, 2012. An amendment or termination shall become effective when set forth within a written instrument

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files for record in the County Clerk's Office of Tulsa County, Oklahoma, and bearing the signatures of the requisite number of the owners of The Properties and the signature of Declarant if the amendment or termination is to be effective prior to December 31, 2012.

Section 3. Enforcement. The Association and every owner of any part of The Properties shall have the right, but not a duty, to enforce any of the covenants and restrictions set out within this Declaration. Enforcement of these covenants and restriction may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land, to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any such covenant or restriction shall not be deemed a waiver of the right to do so thereafter.

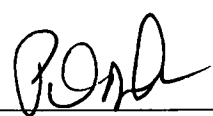
Section 4. Severability of Provisions. If any provision of this Declaration shall be or become invalid for any reason or shall be held by any court of competent jurisdiction to be invalid, the remaining provisions of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining provisions would have been and are imposed irrespective of the fact that any one or more other provisions shall be or become invalid.

Section 5. Notice. Notice to member of the Association shall be deemed given upon the mailing, whether received or not, of written notice to the member at the address of the member appearing on the records of the Association.

Section 6. Titles. The titles, headings, and captions within this Declaration are for convenience only and are not to be used in construing this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration of Protective Covenants and Restrictions on the date first written above.

PRISM PARTNERS, L.L.C.

By: 
Paul D. Wilson,
Manager

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STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this date personally appeared Paul D. Wilson, known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager, and 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 such corporation, for the purposed and uses set forth therein.

Given under my hand and seal of office this 9th day of December, 2002.

Patti Alred
Notary Public

