

REAL ESTATE PURCHASE CONTRACT

This is a legally binding contract; if not understood, seek legal advice.

Oklahoma City, Oklahoma

_____, 2023
Date of Contract

1. **PROPERTY:** The undersigned Buyer ("Buyer") hereby agrees to purchase from the undersigned Seller ("Seller") the following described property (the "Property"):

(a) The following described real estate (the "Land"): Lot(s) ___ of Block ___ of Silver Cross Business Park, a replat of part of Lot 8 and all of Lot 9 in Block 1, and part of Lots 1 & 2, Block 5, Silver Springs Crossing; being a part of the Southwest Quarter (SW/4) of Section Thirty-Two (32), Township Thirteen (13) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, as shown on the Plat of Silver Cross Business Park recorded April 8, 2021 in Book 80, Pages 37-38 in the office of the Oklahoma County Clerk attached hereto as Exhibit "A";

(b) Less and except mineral rights. No mineral rights will be conveyed;

(c) Together with all of the improvements in, on or under the Land (the "Improvements");

(d) Together with all of the appurtenances belonging thereto and all of Seller's right, title and interest in and to all streets, alleys and other public ways adjacent to the Land; and

(e) Subject to existing zoning ordinances and restrictions, including but not limited to the Planned Unit Development (PUD) 1731 approved October 8, 2019 by the City Council of Oklahoma City attached hereto as Exhibit "B", the Airport Environs Zone One (AE-1) as described in the Airport Zoning Overlay Districts regulations attached hereto as Exhibit "C", and the restrictive covenants as set forth in the Declaration of Silver Springs Crossing & Silver Springs Crossing #2 recorded in Book 8620, Page 1982 attached hereto as Exhibit "D". The undersigned Buyer acknowledges the estimated dues of Silver Springs Property Association is \$0.006 annually per square foot owned.

The undersigned Buyer shall purchase from the undersigned Seller the above described Property upon the following terms and conditions:

2. **TERMS:** Buyer shall pay Seller for the Property the sum of _____ Dollars (\$_____.00) payable as follows:

(a) The sum of \$5,000.00 (Five Thousand Dollars) as NONREFUNDABLE Earnest Money payable in Certified Funds to Silver Cross Business Park, LLC receipt of which is hereby acknowledged. Earnest Money is **NON-REFUNDABLE** except as may be allowed in paragraph 3(c) and paragraph 4. Lowell Group, Inc. ("Broker") does not hold Earnest Money. Upon receipt of Earnest Money it shall promptly be deposited in the account of Silver Cross Business Park, LLC, to be applied on the purchase price and/or closing costs at the time of the Closing or retained by Seller if Buyer does not close this transaction under the terms stated herein;

(b) At Closing, IN CASH OR CERTIFIED FUNDS, the further sum of \$_____ payable to Seller subject to the adjustments set forth in this Contract.

3. **TITLE EVIDENCE:** Buyer shall be provided title evidence covering the Property showing marketable title vested in Seller according to the title standards adopted by the Oklahoma Bar Association.

(a) Such title evidence shall be in the form of Commitment for Owner's Title Insurance Policy. The premium for such Policy and any separate or additional attorney's fees incurred in examination of the abstract(s) of title shall be paid by Buyer. Abstracting costs incurred in preparing abstract(s) of title for review in connection with obtaining the Commitment for Owner's Title Insurance shall be paid by Seller. Such Policy shall insure Buyer in an amount equal to the purchase price.

(b) Seller agrees that Buyer, at Buyer's sole risk, liability and expense, shall have the right, until 5:00PM CST twenty one (21) days after the Date of this Contract as stated above, to have a licensed surveyor enter upon the Property to perform and provide a survey of Buyer's choice. The survey shall be prepared by a licensed surveyor. Any encroachment shown on the survey shall be deemed to be a title defect, unless the title company agrees to provide affirmative coverage against loss arising from a final court order or judgment which denies the right to maintain the existing Improvements on the Land because of such encroachment.

Buyer's Initials _____

Seller's Initials _____

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(c) Following the electronic delivery to Buyer of the Commitment for Owner's Title Insurance Policy or the certified survey, Buyer shall have five (5) calendar days, to examine same and return same to Seller with a written report specifying any asserted title defects or such title defects shall be conclusively deemed to have been waived. Seller shall have thirty (30) days after receipt of such report to correct such title defects and perfect title unless such time is extended in writing by Buyer. If Seller fails or for any reason is unwilling to cure any timely asserted title defects within such period, then unless Buyer waives such defects in writing, this Contract will automatically terminate and the Earnest Money shall be refunded to Buyer less costs which Buyer has incurred. In the event this Contract terminates as aforesaid, neither party shall thereafter have any liability or obligation to the other except as to any liability, obligation or expense which may arise from risk(s) and/or liability assumed herein by Buyer, including but not limited to paragraph 3(b) and paragraph 17 of this Contract.

(d) The title to the Property shall be conveyed to Buyer by Special Warranty Deed in recordable form. Upon Closing, the existing abstract of title shall become the property of Buyer.

4. **INVESTIGATIONS, INSPECTIONS and REVIEWS:** Buyer shall have until 5:00PM CST, twenty one (21) days from the Date of Contract as stated above, to complete a "Property Inspection" of the Property at Buyer's sole risk, liability and expense. If Buyer determines, in its sole judgment, that the Property is not suitable for Buyer's intended use or purpose, then Buyer may, on written notice delivered to Seller, before 5:00PM CST, twenty one (21) days from the Date of Contract as stated above, terminate this Contract, and it shall be null and void for all purposes and the Earnest Money shall be returned to Buyer. In the event Buyer terminates this Contract according the permitted terms stated herein, neither party shall thereafter have any liability or obligation to the other except as to any liability, obligation or expense which may arise from risk(s) and/or liability assumed herein by Buyer, including but not limited to paragraph 3(b) and paragraph 17 of this Contract.

5. **TAXES, ASSESSMENTS AND PRORATIONS:**

(a) Seller shall pay all expenses owing to the day of Closing, including, but not limited to, real estate ad valorem taxes, matured or unmatured special assessments and interest on any indebtedness assumed hereunder. If the amount of taxes cannot be ascertained, such proration shall be on the basis of the taxes paid for the preceding year. All other expenses shall be prorated on the basis of thirty days to the month on the basis of such expense paid for the previous month.

(b) Buyer shall pay all expenses for the day of Closing.

6. **CONDITION OF PROPERTY:** Buyer, by the Closing or taking possession of the Property, shall be deemed to have accepted the Property in its then existing condition. To the best of Seller's knowledge, no hazardous substances or conditions exist on the Property. NO WARRANTIES are expressed or implied by Seller, Broker their affiliates or licensees that shall be deemed to survive the Closing with reference to the condition of the Property.

7. **CLOSING/POSSESSION:** This transaction shall be closed on or before thirty (30) days after the Date of this Contract (the "Closing"), unless the Closing is extended as may be required by Paragraph 3(c) above, or by written agreement of Seller and Buyer. Closing will be held with Amy Coker at Trustmark Title at 6307 Waterford Boulevard Suite 120, Oklahoma City, OK 73118.

8. **BUYER'S EXPENSE:** Buyer shall pay at the time of the Closing, IN CASH OR CERTIFIED FUNDS, one-half of the escrow closing fee, Buyer's recording fees, Oklahoma sales tax (if any), and all other funds required from Buyer set forth in this Contract.

Buyer's Initials _____

Seller's Initials _____

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9. **SELLER'S EXPENSE:** Seller shall pay at the time of the Closing, documentary stamps required, one-half of the escrow closing fee, Seller's recording fees (if any), and all other expenses required from Seller set forth in this Contract.

10. **DEFAULT:** In the event of litigation for breach of this Contract, the prevailing party shall have the right to recover all of such party's expenses and costs incurred by reason of such litigation, including, but not limited to, attorney's fees, court costs, and costs of suit preparation.

11. **BINDING EFFECT:** This Contract, when executed by both Seller and Buyer, shall be binding upon and inure to the benefit of Seller and Buyer, their respective heirs, legal representatives, successors and permitted assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and Broker and its affiliated licensees. This Contract may only be amended, modified, or assigned by written agreement signed by both Seller and Buyer.

12. **ACCEPTANCE TIME:** The foregoing offer is made subject to acceptance in writing hereon by Seller, and the return of an executed copy to the undersigned Buyer on or before 5:00 p.m., seven (7) days from the Date of Contract as stated above. If the offer is not accepted, the Earnest Money shall be returned to Buyer.

13. **TIME IS OF THE ESSENCE.**

14. **BUYER'S ACKNOWLEDGEMENT:** Buyer is aware that the Listing Broker, their agents and/or affiliated associates are members of the Selling entity and are participating in this transaction for investment purposes.

15. **Seller's 1031 EXCHANGE:** Notwithstanding any other provision in this Real Estate Purchase Contract relating to the sale of the Property, the parties acknowledge that it is the desire and intention of the Seller to qualify this transaction for a like kind tax deferred exchange under Regulation 1.1031(k)-1(g)(4) of the Internal Revenue Code of 1986 as amended. Buyer shall cooperate fully with the Seller in implementing said tax deferred exchange. However, in no instance, shall Buyer incur any additional expense due to the Seller's disposition of the subject property as Relinquished Property.

16. **SELLER AND BUYER ACKNOWLEDGEMENT:** Seller and Buyer Acknowledge that they have read and agree to the terms in the form attached hereto as "Disclosure to Seller or Buyer of Brokerage Duties, Responsibilities and Services".

17. **DISCLAIMER AND INDEMNIFICATION:** Buyer acknowledges the Property may or may not have access to desired services and Buyer shall determine how to acquire and meet specific service needs. Buyer, at Buyer's expense, shall obtain the necessary permits and inspection approvals for Buyer's intended improvements to or on the Property from any municipal and/or government agencies having jurisdiction over the Property. Buyer is responsible for civil engineering and storm water runoff provisions, requirements and/or limits as they impact the Property and any surrounding properties. It is expressly understood by Buyer that the Seller and Broker and their affiliated associates and licensees do not warrant the present or future value, size by square footage, condition or structure of the Property or any Improvements. Buyer holds the Seller, Broker and its affiliated associates and licensees harmless in the event of losses, claims or demands related to this purchase. This paragraph is deemed a covenant running with the land and shall survive the Closing and shall be binding on Buyer and Buyer's heirs, successors and assigns.

Buyer's Initials _____

Seller's Initials _____

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18. **BUILDING REQUIREMENT:** All exterior walls of structures fronting Silver Crossing are required to contain a minimum of 60% brick, rock or stone masonry, drivet, stucco, or wood, or other similar type veneer. Exterior walls facing the streets or parking lots of the structures to be built are required to contain 100% brick, rock or stone masonry, drivet, stucco, or wood, or other similar type finish. Exterior walls that connect or are adjacent to the front elevations must carry the same veneer as the front elevation down the connecting wall a distance of no less than 15 feet, top to bottom. No overhead doors shall be permitted to face Silver Crossing Blvd. This paragraph is deemed a covenant running with the land and shall survive the Closing and shall be binding on Buyer and Buyer’s heirs, successors and assigns.

19. **BUYER’S OFFER:** Buyer submits the foregoing offer and shall purchase the above-described Property on the terms and conditions herein stated.

Buyer: _____ FEIN # _____
(Print Buyer’s name exactly as title will be taken)

(Signature/Title)

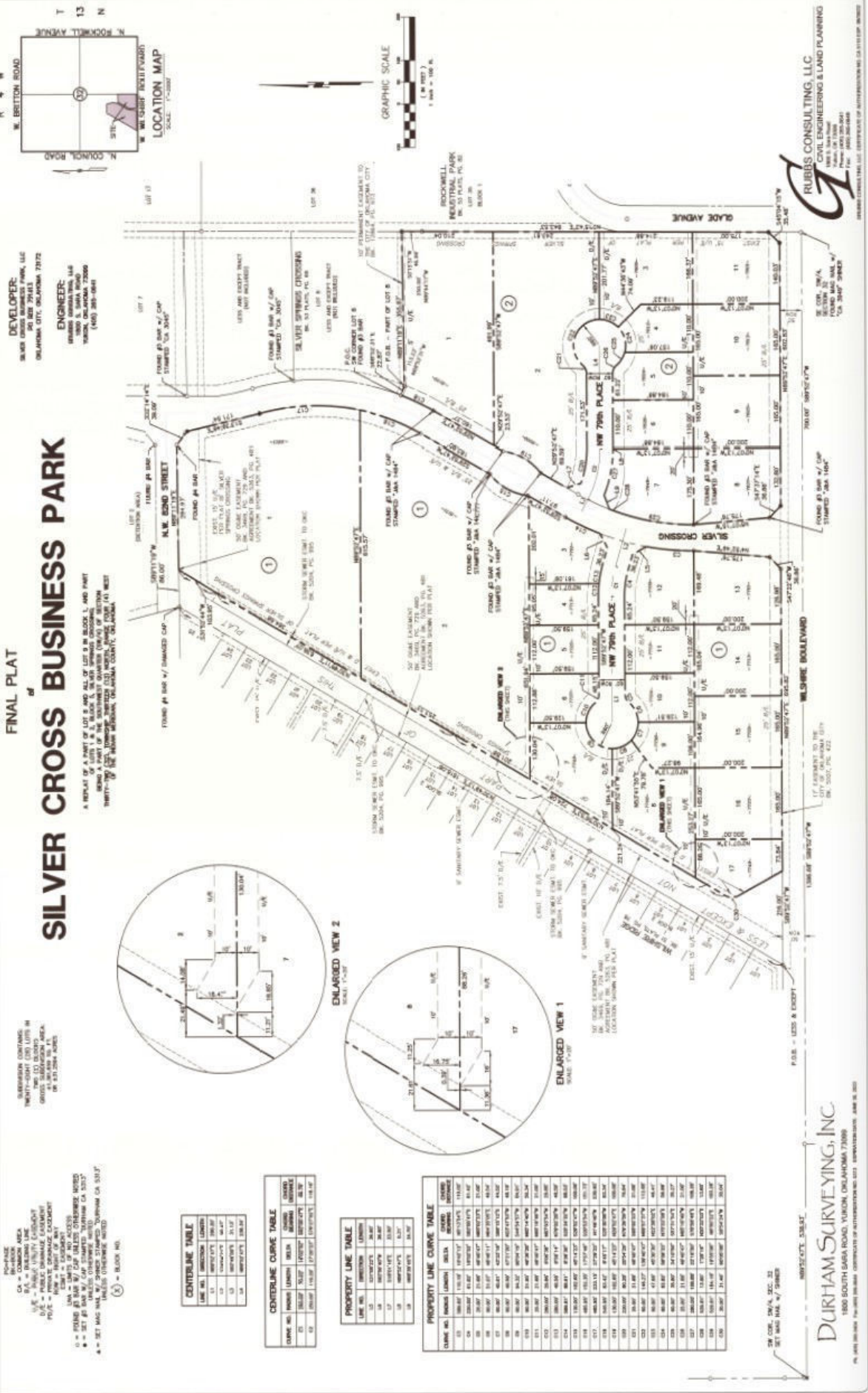
20. **SELLER’S ACCEPTANCE:** Seller accepts the foregoing offer this ___ day of _____, 2023 and shall sell the above-described Property on the terms and conditions herein stated.

Seller: Silver Cross Business Park, LLC _____
(Signature)

Attachments to Purchase Agreement:

- Exhibit “A” – Plat of Silver Cross Business Park
- Exhibit “B” – PUD 1731
- Exhibit “C” – Airport Zoning Overlay Districts
- Exhibit “D” – Declaration of Silver Springs Crossing & Silver Springs Crossing #2
- Disclosure of Brokerage Duties, Responsibilities and Services

Exhibit "A"



APPROVED

10-8-19

Exhibit "B" to the Real Estate Purchase Contract

BY THE CITY COUNCIL
Sharon Kersey CITY CLERK

THE CITY OF OKLAHOMA CITY
PLANNED UNIT DEVELOPMENT

PUD-1731

MASTER DESIGN STATEMENT FOR

Silver Cross Business Park

July 3, 2019
August 14, 2019
August 26, 2019

PREPARED BY:

Williams Box Forshee & Bullard PC
522 Colcord Drive
Oklahoma City, OK 73102
405-232-0080
405-236-5814 fax
dmbbox@wbflaw.com

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1.0 INTRODUCTION

The Planned Unit Development of *Silver Cross Business Park* consisting of approximately 34.06 acres located in Section Thirty-Two (32), Township Thirteen (13) North, Range Four (4) West of the Indian Meridian in Oklahoma County, Oklahoma.

2.0 LEGAL DESCRIPTION

The legal description of the property is described in attached Exhibit A, which is made a part of this design statement.

3.0 OWNER/DEVELOPER

The owner of the property described in Section 2.0 is Express Development II, L.L.C.

The developer of the property described in Section 2.0 is Silver Cross Business Park, LLC.

4.0 SITE AND SURROUNDING DEVELOPMENT

The property consists of 34.06 acres.

4.1 ZONING

The subject property is currently zoned pursuant to the **PUD-806**. Surrounding properties are zoned for:

North: O-1, O-2.

East: I-2.

South: PUD-433, I-3.

West: R-1.

The relationship between the proposed use of this parcel and the above adjoining land uses is compatible.

5.0 PHYSICAL CHARACTERISTICS

The property is currently undeveloped.

6.0 CONCEPT

This Planned Unit Development contemplates development for small businesses including but not limited to office, retail, light industrial and office/warehouse.

7.0 SERVICE AVAILABILITY

7.1 STREETS

The site is bounded on the south by W. Wilshire an east/west section line road. Silver Crossing, a north/south collector street bisects the site, providing access to Northwest Expressway. NW 82nd Street, borders the west half of the northern boundary. Further to the west is N. Council, a north/south arterial.

7.2 SANITARY SEWER

Sewer facilities are existing in the surrounding area to serve this PUD.

7.3 WATER

Water facilities are existing in the surrounding area to serve this PUD.

7.4 FIRE PROTECTION

Fire protection for the site shall be provided through the City of Oklahoma City Fire Department. The closest fire station to this site is Station No. 34 at 8617 N. Council Rd.

7.5 GAS, ELECTRICAL, AND TELEPHONE SERVICES

Proper coordination with the various utility companies will be made in conjunction with this Development.

7.6 PUBLIC TRANSPORTATION

There are no existing Oklahoma City bus lines which run within or close to this Planned Unit Development.

7.7 PLAN OKC

The Property is designated in PlanOKC as Urban Low Intensity. The uses proposed in this Planned Unit Development are consistent and in compliance with the relevant designation.

8.0 SPECIAL DEVELOPMENT REGULATIONS

The following Special Development Regulations and/or limitations are placed upon the development of the PUD. Planning and zoning regulations will be those, which are in effect at the time of development of this planned unit development, provided, however, that the density and or intensity of the planned unit development shall not be increased. Development is when a permit is issued for any construction or addition to any structure on a development tract. Certain zoning districts are referred to as a part of the Special Development Regulations of this PUD. 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 at the time of development of this PUD. In the event of conflict between provisions of this PUD and any of the provisions of the Oklahoma City Municipal Code, as amended (Code), in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this PUD, the provisions of the Code shall prevail and be controlling; provided however, that in the event of a conflict between the Special Use and Development Regulations specifically negotiated as a part of this PUD and the provisions of the Code in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this planned unit development, such Special Use and Development Regulations of this PUD shall prevail and be controlling.

8.1 USE AND DEVELOPMENT REGULATIONS

This planned unit development shall consist of three (3) tracts as follows:

8.2 TRACT ONE (1)

The use and development regulations of the **R-1 Single Family Residential District** shall govern Tract One (1) of this PUD, except as herein modified.

The following uses shall be the only uses permitted within Tract 1:

- 8250.3 Community Recreation: Property Owners Association
- 8250.4 Community Recreation: Restricted

8.3 TRACT TWO (2)

The use and development regulations of the **I-1 Light Industrial District** shall govern Tract Two (2) of this PUD, except as herein modified.

The following uses shall be the only uses permitted within Tract 2:

- 8300.1 Administrative and Professional Office
- 8150.2 Agricultural Processing: Limited
- 8300.8 Animal Sales and Services: Grooming
- 8300.11 Animal Sales and Services: Kennel and Veterinary, Restricted
- 8300.18 Automotive and Equipment: Automobile Dealerships and Malls [This use unit is further restricted to prohibit outdoor display of vehicles. Rather, it is anticipated that this use unit would allow the sale of cars through an online sales function and not operate as a traditional automobile mall]
- 8300.21 Automotive and Equipment: Storage [This use unit is further limited to prohibit any outdoor storage]
- 8300.14 Automotive and Equipment: Cleaning and Repairs, Light Equipment
- 8300.23 Building Maintenance Services
- 8300.24 Business Support Services

- 8300.25 Child Care Centers
- 8300.29 Communications Services: Limited
- 8300.31 Construction Sales and Services
- 8300.32 Convenience Sales and Personal Services
- 8350.3 Custom Manufacturing
- 8200.2 Dwelling Units and Mixed Uses
- 8300.35 Eating Establishments: Fast Food
- 8300.36 Eating Establishments: Fast Food, With Drive-Thru Order Window (Said use shall be a minimum distance of 400' east of Tract 1.
- 8300.38 Eating Establishments: Sitdown, Alcohol Permitted
- 8300.41 Food and Beverage Retail Sales
- 8300.44 Funeral and Interment Services: Undertaking
- 8350.8 Industrial, Light
- 8250.12 Light Public Protection and Utility: General
- 8250.13 Light Public Protection and Utility: Restricted
- 8250.14 Low Impact Institutional: Neighborhood-Related
- 8300.52 Medical Services: General
- 8300.53 Medical Services: Restricted
- 8300.55 Participant Recreation and Entertainment: Indoor
- 8300.58 Personal Services: General
- 8300.59 Personal Services: Restricted
- 8300.60 Personal Storage [However, the 800 square foot limitation shall not apply]
- 8300.61 Repair Services: Consumer
- 8300.62 Research Services: Restricted
- 8300.63 Retail Sales and Services: General
- 8200.13 Senior Independent Living
- 8350.16 Wholesaling, Storage and Distribution: Restricted

8.4 TRACT THREE (3)

The use and development regulations of the **I-1 Light Industrial District** shall govern Tract Three (3) of this PUD, except as herein modified.

The following uses shall be the only uses permitted within Tract 3:

- 8300.1 Administrative and Professional Office
- 8300.2 Adult Day Care Facilities
- 8150.2 Agricultural Processing: Limited
- 8300.8 Animal Sales and Services: Grooming
- 8300.11 Animal Sales and Services: Kennel and Veterinary, Restricted
- 8300.14 Automotive and Equipment: Cleaning and Repairs, Light Equipment
- 8300.18 Automotive and Equipment: Automobile Dealerships and Malls [This use unit is further restricted to prohibit outdoor display of vehicles. Rather, it is anticipated that this use unit would allow the sale of cars through an online sales function and not operate as a traditional automobile mall]

- 8300.21 Automotive and Equipment: Storage [This use unit is further limited to prohibit any outdoor storage]
- 8300.14 Automotive and Equipment: Cleaning and Repairs, Light Equipment
- 8300.23 Building Maintenance Services
- 8300.24 Business Support Services
- 8300.25 Child Care Centers
- 8300.29 Communications Services: Limited
- 8300.31 Construction Sales and Services
- 8300.32 Convenience Sales and Personal Services
- 8350.3 Custom Manufacturing
- 8200.2 Dwelling Units and Mixed Uses
- 8300.34 Eating Establishments: Drive-In
- 8300.35 Eating Establishments: Fast Food
- 8300.36 Eating Establishments: Fast Food, With Drive-Thru Order Window
- 8300.38 Eating Establishments: Sitdown, Alcohol Permitted
- 8300.41 Food and Beverage Retail Sales
- 8300.44 Funeral and Interment Services: Undertaking
- 8300.45 Gasoline Sales, Large
- 8350.8 Industrial, Light
- 8300.48 Laundry Services
- 8250.12 Light Public Protection and Utility: General
- 8250.13 Light Public Protection and Utility: Restricted
- 8300.51 Lodging Accommodations: Commercial Lodging
- 8250.14 Low Impact Institutional: Neighborhood-Related
- 8300.52 Medical Services: General
- 8300.53 Medical Services: Restricted
- 8300.55 Participant Recreation and Entertainment: Indoor
- 8300.58 Personal Services: General
- 8300.59 Personal Services: Restricted
- 8300.60 Personal Storage [However, the 800 square foot limitation shall not apply]
- 8300.61 Repair Services: Consumer
- 8300.62 Research Services: Restricted
- 8300.63 Retail Sales and Services: General
- 8200.13 Senior Independent Living
- 8350.16 Wholesaling, Storage and Distribution: Restricted

9.0 SPECIAL CONDITIONS

The following special conditions shall be made a part of this planned unit development:

9.1 FAÇADE REGULATIONS

All exterior walls of structures fronting Wilshire and Silver Crossing are required to contain a minimum of 60% brick, rock or stone masonry, drivet, stucco, or wood, or other similar type veneer.

Exterior walls facing the streets on the remaining structures are required to contain 100% brick, rock or stone masonry, drivet, stucco, or wood, or other similar type finish. Exterior walls that connect or are adjacent to the front elevation must carry the same veneer as the front elevation down the connecting wall a distance of no less than 15 feet, top to bottom.

No overhead doors shall be permitted to face Silver Crossing Blvd.

9.2 LANDSCAPING REGULATIONS

The subject parcel shall meet all requirements of the City of Oklahoma City's Landscaping Ordinance in place at the time of development, except as modified herein. Street trees shall be provided on 50-foot centers along W Wilshire Blvd and Silver Crossing and shall count towards required landscaping points.

9.3 SCREENING REGULATIONS

Sight proof screening shall meet all the requirements of the base zoning district, except that site proof screening shall not be required between Tracts 1 and 2. The screening that is required shall not be required until the time of the development of each individual lot and shall be the responsibility of each lot owner to install at the permitting phase.

9.4 PLATTING REGULATIONS

All land within this PUD shall be contained within a Preliminary and Final Plat and any plat dedications shall be approved by the City Council prior to any occupancy permits being issued in the PUD.

9.5 DRAINAGE REGULATIONS

Drainage improvements, if required, will be in accordance to applicable sections of the Oklahoma City Code of Ordinances. Drainage ways may be permitted and constructed in accordance with Chapter 16 of the Oklahoma City Municipal Code, as amended, which includes certain allowances in construction standards for PUD, provided the PUD is platted with drainage areas confined to common areas. Such drainage ways must be designed to handle adequate flows and cannot be built without specific approval of the City Engineer. The maintenance will be the responsibility of the property owners.

9.6 DUMPSTER REGULATIONS

Dumpsters shall be consolidated where practical and shall be placed no closer than 25 feet from all property lines adjacent to residential use.

9.7 ACCESS REGULATIONS

The subject parcel shall take access from Silver Crossing and W. Wilshire Blvd. A maximum of three (3) access points along Wilshire shall be allowed west of Silver Crossing. A maximum of two (2) access points along W. Wilshire Blvd shall be allowed east of Silver Crossing. A minimum of 200' shall be required centerline to centerline along W. Wilshire, and a minimum of 100' centerline to centerline shall be required along Silver Crossing.

9.8 PARKING REGULATIONS

The design and number of all parking facilities in this PUD shall be in accordance with Chapter 59 Article X of the Oklahoma City Municipal Code, 2010, as amended.

9.9 SIGNAGE REGULATIONS

9.9.1 Freestanding Signs:

All freestanding signs within this PUD shall be ground (monument) signs with the maximum height being 15 feet high and 150 square feet in area per side. The sign shall have no less than 25 square feet of landscaping at the base. No pole signs will be allowed.

9.9.2 Attached Signs:

Attached signs will be in accordance with the base zoning district regulations.

9.9.3 Non-Accessory Signs:

Non-accessory signs are specifically prohibited in this PUD.

9.9.4 Electronic Message Display Signs:

Electronic Message Display signs are specifically prohibited in this PUD.

9.10 LIGHTING REGULATIONS

The site lighting in this PUD shall be in accordance with Chapter 59, Article XII, Section 59-12350 of the Oklahoma City Municipal Code, 2010, as amended.

9.11 SETBACK REGULATIONS

Setbacks within this PUD shall be regulated by the I-1 zoning district, except that there shall be no setback requirement for the western boundary of Tract 2.

9.12 SIDEWALK REGULATIONS

Sidewalks shall be required W. Wilshire Blvd. and Silver Crossing. Sidewalks shall not be required for other streets within the PUD.

9.13 PUBLIC IMPROVEMENTS

Public improvements shall be made by the property owner throughout the planned unit development as required by the City of Oklahoma City Public Works Department or other City, County or State Department or agency. All Local, State, and Federal ordinances as they shall apply to the site will be adhered to fully.

9.14 SPECIFIC PLAN

A specific plan shall not be required.

9.15 COMMON AREAS

There are no common areas contemplated within this PUD except that Tract 1 is intended to serve as an open space buffer.

9.16 DEVELOPMENT SEQUENCE

Developmental phasing shall be allowed as a part of the development of this PUD.

10.0 EXHIBITS

The following exhibits are attached and incorporated into this planned unit development:

EXHIBIT A Legal Description

EXHIBIT B Master Development Plan

EXHIBIT A LEGAL DESCRIPTION

Lowell – Total Tract
SILVER SPRINGS CROSSING
Oklahoma City, Oklahoma Co., Oklahoma

June 25, 2019

A part of Lot 8, Block 1 of SILVER SPRINGS CROSSING, Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 53 of Plats, page 69, filed in the offices of the County Clerk of Oklahoma County, Oklahoma, and being particularly described as follows:

COMMENCING at the Southwest corner of said Lot 8;

THENCE South 68°52'31" East, along the South line of said Lot 8, a distance of 22.87 feet to the **POINT OF BEGINNING**;

THENCE North 89°11'19" East, parallel with the North line of said Lot 8, a distance of 355.87 feet to a point on the East line of said Lot 8;

THENCE South 00°15'43" West, along said East line, a distance of 46.99 feet to the Southeast corner of said Lot 8;

THENCE along the said South line for the following 2 courses:

1. THENCE North 89°44'17" West, a distance of 250.00 feet;
2. THENCE North 68°52'31" West, a distance of 113.23 feet to the **POINT OF BEGINNING**.

AND

All of Lot 9, Block 1 of SILVER SPRINGS CROSSING, Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 53 of Plats, page 69, filed in the offices of the County Clerk of Oklahoma County, Oklahoma.

AND

All of Lots 1 and 2, Block 5 of SILVER SPRINGS CROSSING, Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 53 of Plats, page 69, filed in the offices of the County Clerk of Oklahoma County, Oklahoma.

The basis of bearings for the above-described tracts of land are platted bearings as shown said final plat of SILVER SPRINGS CROSSING.

Prepared by Durham Surveying, Inc.
Matt C. Barnum, PLS No. 1742

Exhibit "C" to the Real Estate Purchase Contract

§ 59-13150. - Airport Zoning Overlay Districts.

13150.1. Purpose and Intent.

A. *Purpose.* The purpose of this section is to:

- (1) Promote the public health, safety and general welfare.
- (2) Prevent the creation of airport hazards, which are public nuisances and an injury to the region served by the airports.
- (3) Protect the City and the utilization of the airports against potential litigation.
- (4) Reduce the adverse impact of airports on surrounding properties.

B. *Intent.* It is hereby established that an airport is a vital component in accomplishing the City's overall goals of economic growth. It is also known that airport hazards, including noise impact, endanger the lives, health, safety and property of users of airports, and of occupants of land in the vicinity of airports. The provisions addressed herein are intended:

- (1) To prevent the occurrence of airport hazards.
- (2) To protect the long-term utility of airports and the public investment involved therein.
- (3) To restore or enhance the public health, safety and welfare of residents living around airports.

13150.2. Declaration. It is hereby determined that airport hazards, obstructions and excessive noise levels endanger the life, health, safety and property of users of airports, and of occupants of land in the vicinity of airports, and tend to destroy or impair the utility of airports and the public investment therein. Accordingly, it is declared:

- A. The creation or establishment of an obstruction in an airport zone, as set forth herein, is a public nuisance and an injury to the region served by the airport.
- B. The construction of residential structures without provision for adequate protection from excessive noise levels within certain areas, set forth herein, endangers the lives, health and safety of residents and impairs the utility of airports and the public investment.
- C. In the interest of the public health, safety and general welfare, the creation or establishment of obstructions or airport hazards should be prevented to alleviate the destruction or impairment of the utility of airports and the public investment therein.
- D. The prevention of hazards should be accomplished, to the extent legally possible, by the exercise of the police power without compensation.
- E. Both the prevention of the creation or establishment of airport hazards, and the elimination, removal, alteration, mitigation or marking and lighting of existing airport hazards are public purposes for which political subdivisions may raise and expend public funds, and acquire land or interests in land.

13150.3. Scope of the Provisions. This provision is intended to address the areas of height restriction zones around airports, and airport environs zones created by the existing and future potential noise impact.

13150.4. Airport Zones Related to Height Restriction. In order to carry out the provisions of this section, there are hereby created and established certain zones which include all the land lying beneath the instrument approach zones, non-instrument approach zones, transition zones, horizontal zones and conical zones as they apply to the Will Rogers World Airport, Wiley Post Airport and Clarence E. Page Airport. Such zones are shown separately for each airport on its respective Height Zoning Maps. These maps shall remain on file in the office of the City Clerk and are made a part of this chapter by reference. An area located in more than one of the following zones is considered to be in the zone with the more restrictive height limitation. The various zones are hereby established and defined as follows.

- A. *Precision Instrument Runway Approach Zone.* The inner edge of this approach zone coincides with the width of the primary surface and is 1,000 feet wide. The approach zone expands outward uniformly to a width of 16,000 feet at a horizontal distance of 50,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
- B. *Runway Larger Than Utility with a Visibility Minimum Greater than Three-Fourths Mile Non-Precision Instrument Approach Zone.* The inner edge of this approach zone coincides with the width of the primary surface and is 500 feet wide. The approach zone expands outward uniformly to a width of 3,500 feet at a horizontal distance of 10,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
- C. *Utility Runway Visual Approach Zone.* The inner edge of this approach zone coincides with the width of the primary surface and is 250 feet wide. The approach zone expands outward uniformly to a width of 1,250 feet at a horizontal distance of 5,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
- D. Transition zones are hereby established adjacent to each instrument and non-instrument runway and approach zone, as indicated on the zoning maps.
- E. Horizontal zones for instrument and non-instrument runways are hereby established by swinging arcs of 5,000 feet radii for all non-instrument runways and 10,000 feet for all instrument runways from the center of each end of the primary surface of each runway and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zone does not include the approach and transitional zones.
- F. Conical zones for instrument and non-instrument runways are hereby established as the area that commences at the periphery of the horizontal zone and extends outward there from a horizontal distance of 4,000 feet. The conical zone does not include the instrument and non-instrument approach zones and transition zones.
- G. *Airport Zone Height Limitations.* Except as otherwise provided in this section, no structure or tree shall be erected, altered or maintained, or allowed to grow, in any zone to a height in excess of the height limit herein established for that zone. Height limitations are computed from the established airport elevation. Such applicable height limitations are hereby established for each of the zones in question as follows.
- (1) *Precision Instrument Runway Approach Zone.* Such zone slopes 100 feet outward for each foot upward, beginning at the end of, and at the same elevation as, the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline; thence slopes upward 40 feet horizontally for each foot vertically to an additional horizontal distance of 40,000 feet along the extended runway centerline.
 - (2) *Runway Larger Than Utility With a Visibility Minimum Greater than Three-Fourths Mile Non-Precision Instrument Approach Zone.* Such zone slopes 50 feet outward for each foot upward, beginning at the end of, and at the same elevation as, the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline.
 - (3) *Utility Runway Visual Approach Zone.* Such zone slopes 34 feet outward for each foot upward, beginning at the end of, and at the same elevation as, the primary surface and extending to a horizontal distance of 5,000 feet along the extended runway centerline.
 - (4) *Transition Zone.* Such zone slopes seven feet outward for each foot upward, beginning at the sides of, and at the same elevation as, the primary surface, and extending to a height of 150 feet above the airport elevation. In addition to the foregoing, there are established height limits sloping seven feet outward for each foot upward, beginning at the sides of, and at the same elevation as, the approach surface, and extending to where they intersect the conical surface. Further, where the precision instrument runway approach zone projects through and beyond the conical zone, there are established height limits sloping seven feet outward for each foot upward beginning at the sides of and at the same elevation as the approach surface, and extending a horizontal distance of 5,000 feet from

the edge of the instrument approach zone measured at right angles to the extended runway centerline.

- (5) *Horizontal Zone*. Such zone is established at 150 feet above the established airport elevation.
- (6) *Conical Zone*. Such zone slopes 20 feet outward for each foot upward, beginning at the periphery of the horizontal zone, and at 150 feet above the airport elevation and extending to a height of 350 feet above the airport elevation.
- (7) *Excepted Height Limitation*. Nothing in this section shall be construed as prohibiting the construction or maintenance of any structure, or growth of any tree to a height up to 50 feet above the surface of the land.

13150.5. *Airport Environs Zones*. Airport Environs Zones shall be shown separately on official maps and aerial photographs for each airport: Wiley Post Airport, Will Rogers Airport, Clarence E. Page Airport and Tinker Air Force Base. These maps and aerial photographs shall remain on file in the Office of the City Clerk and are made a part of this chapter, by reference.

A. *Airport Environs Zone One (AE-1)*. The Airport Environs Zone One (AE-1) shall be governed by the following regulations:

- (1) Certain land uses, such as agricultural, airport property and related uses, industrial uses, wholesale and retail commercial uses, and areas zoned for open space or recreational uses, are deemed compatible, and therefore shall be exempted from the provisions of Division 4 of Article II of Chapter 12 of the Oklahoma City Municipal Code.
- (2) Other uses allowed within the AE-1 Zone shall meet or exceed building code requirements for a minimum noise level reduction of 30 decibels inside the structure as set forth in Division 4 of Article II of Chapter 12 of the Oklahoma City Municipal Code.
- (3) All uses allowed within this zone shall grant an avigation easement right as a condition of subdivision or building permit approval, except as otherwise provided herein. Said avigation easement right shall be granted to the Oklahoma City Airport Trust for uses within the AE-1 Zones for Will Rogers World Airport, Wiley Post Airport and Clarence E. Page Airport.

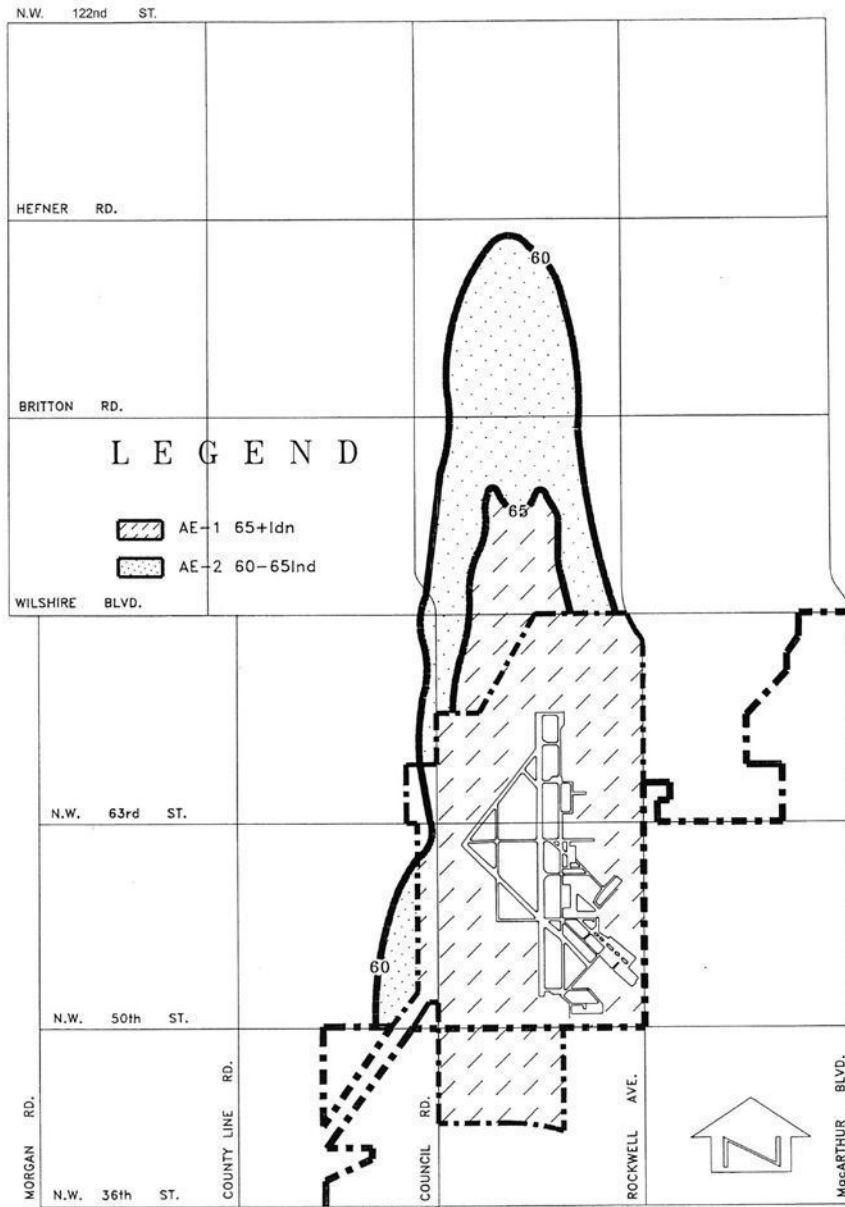
- (4) All residential uses and institutional uses such as schools, community centers, churches, etc., are prohibited in this zone.

B. *Airport Environs Zone Two (AE-2)*. Airport Environs Zone Two (AE-2) shall be governed by the following regulations:

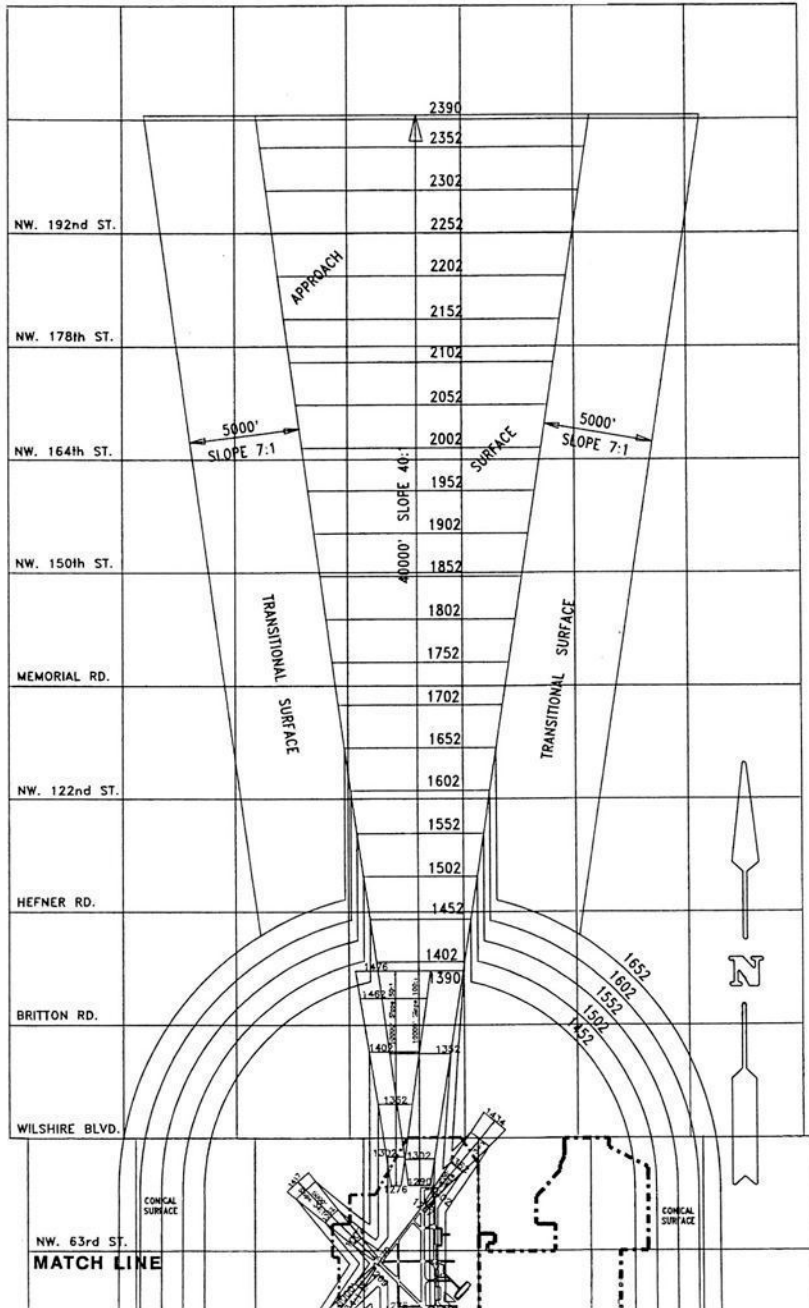
- (1) Certain land uses, such as agricultural, airport property and related uses, industrial uses, wholesale and retail commercial uses, and areas zoned for open space and recreational uses, are deemed compatible, and therefore shall be exempted from the provisions of Division 4 of Article II of Chapter 12 of the Oklahoma City Municipal Code.
- (2) Other uses allowed within this zone shall meet or exceed building requirements for a minimum noise level reduction of 25 decibels, inside the structure as set forth in Division 4 of Article II of Chapter 12 of the Oklahoma City Municipal Code.
- (3) All uses allowed within this zone shall grant an avigation easement right to the Oklahoma City Airport Trust as a condition of subdivision or building permit approval, except as otherwise provided. Said avigation easement right shall be granted to the Oklahoma City Airport Trust for uses within the AE-2 Zones for Will Rogers World Airport, Wiley Post Airport and Clarence E. Page Airport.

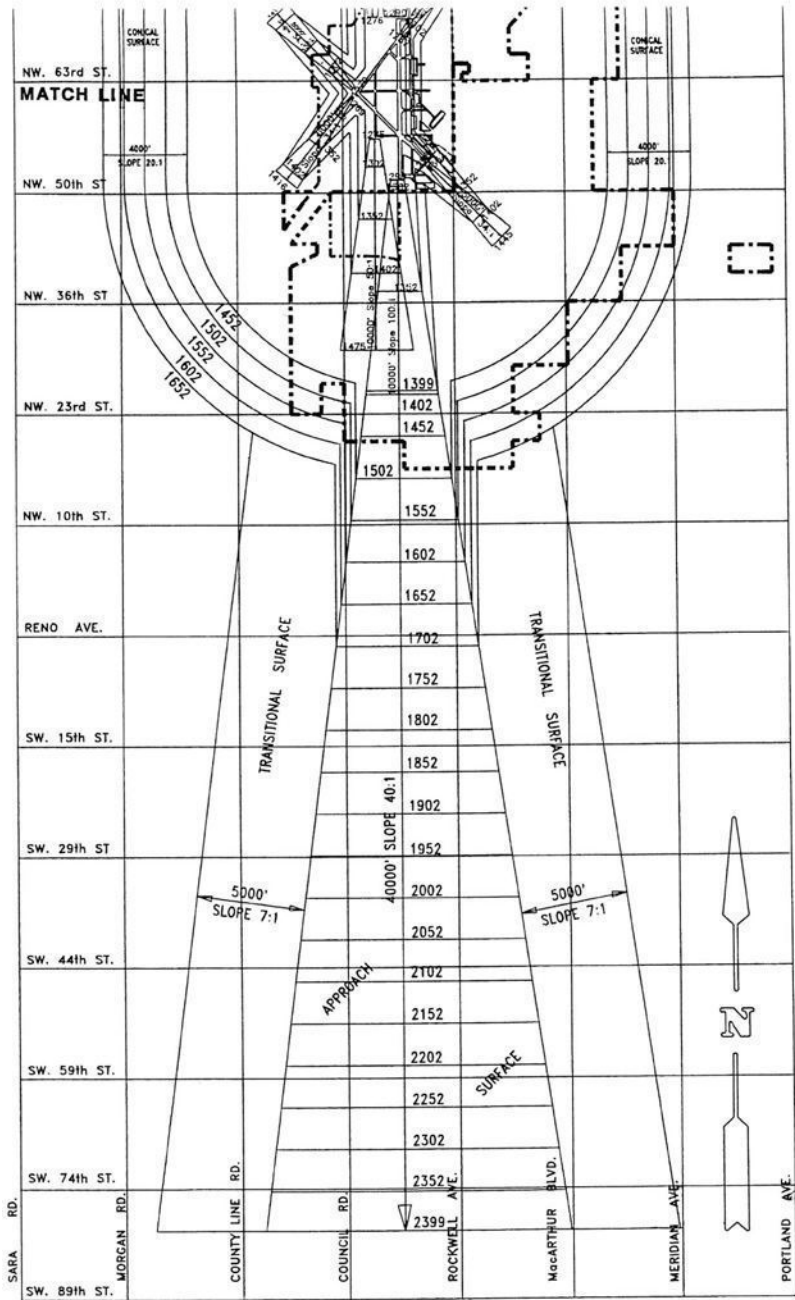
C. Avigation easements submitted pursuant to the terms of this section shall conform to the provisions contained within the Oklahoma City Airports Model Avigation Easement, a copy of which shall remain on file in the Office of the City Clerk.

WILEY POST

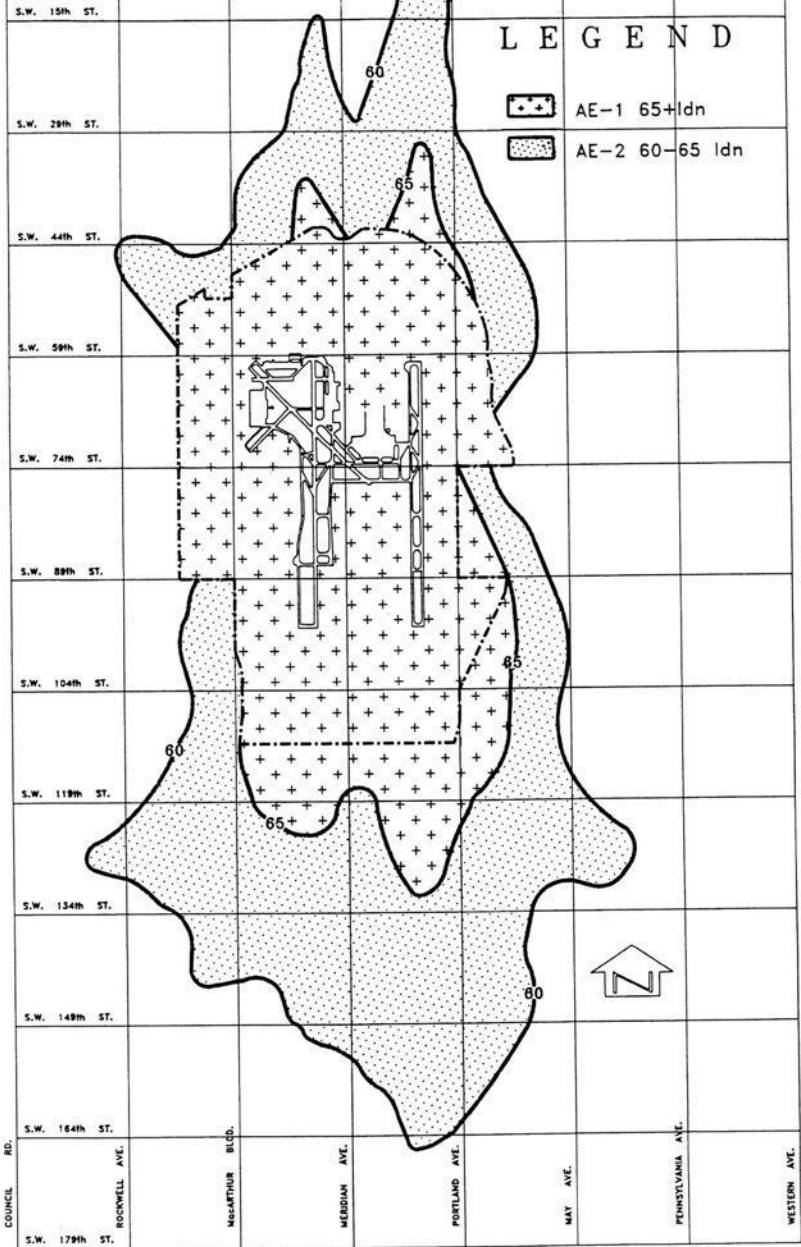


WILEY POST







WILL ROGERS

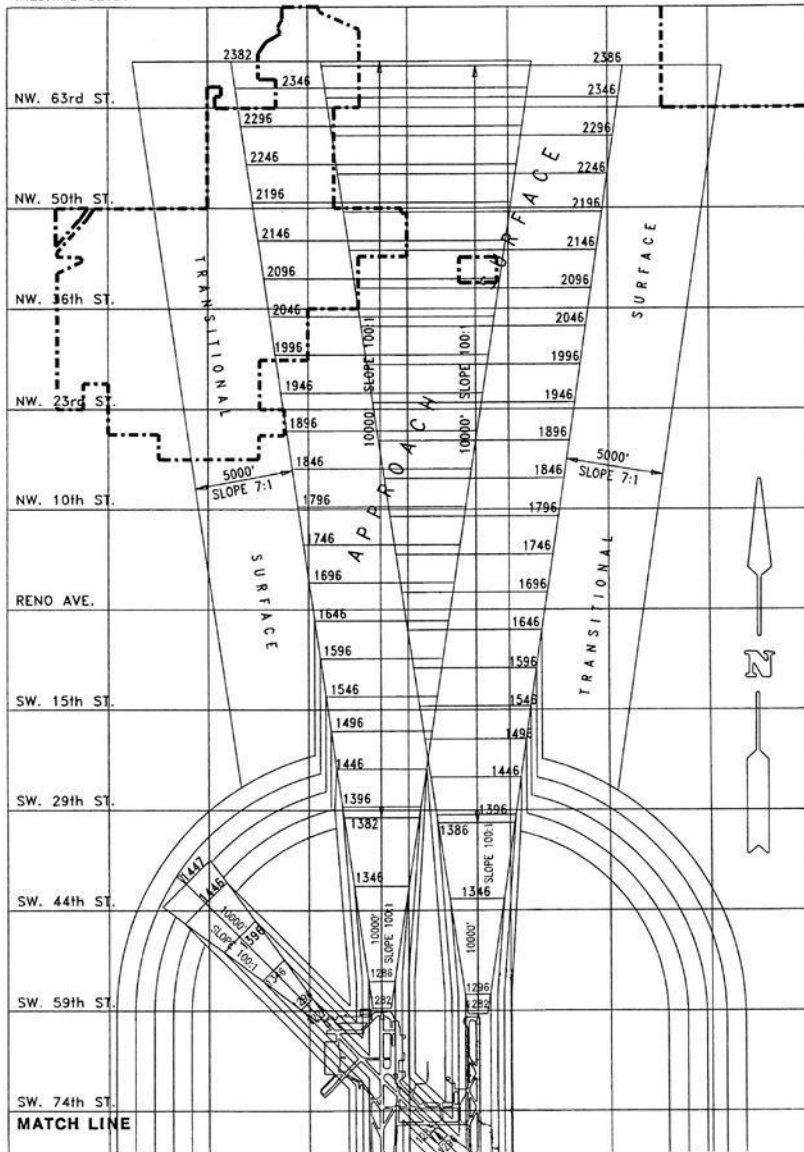


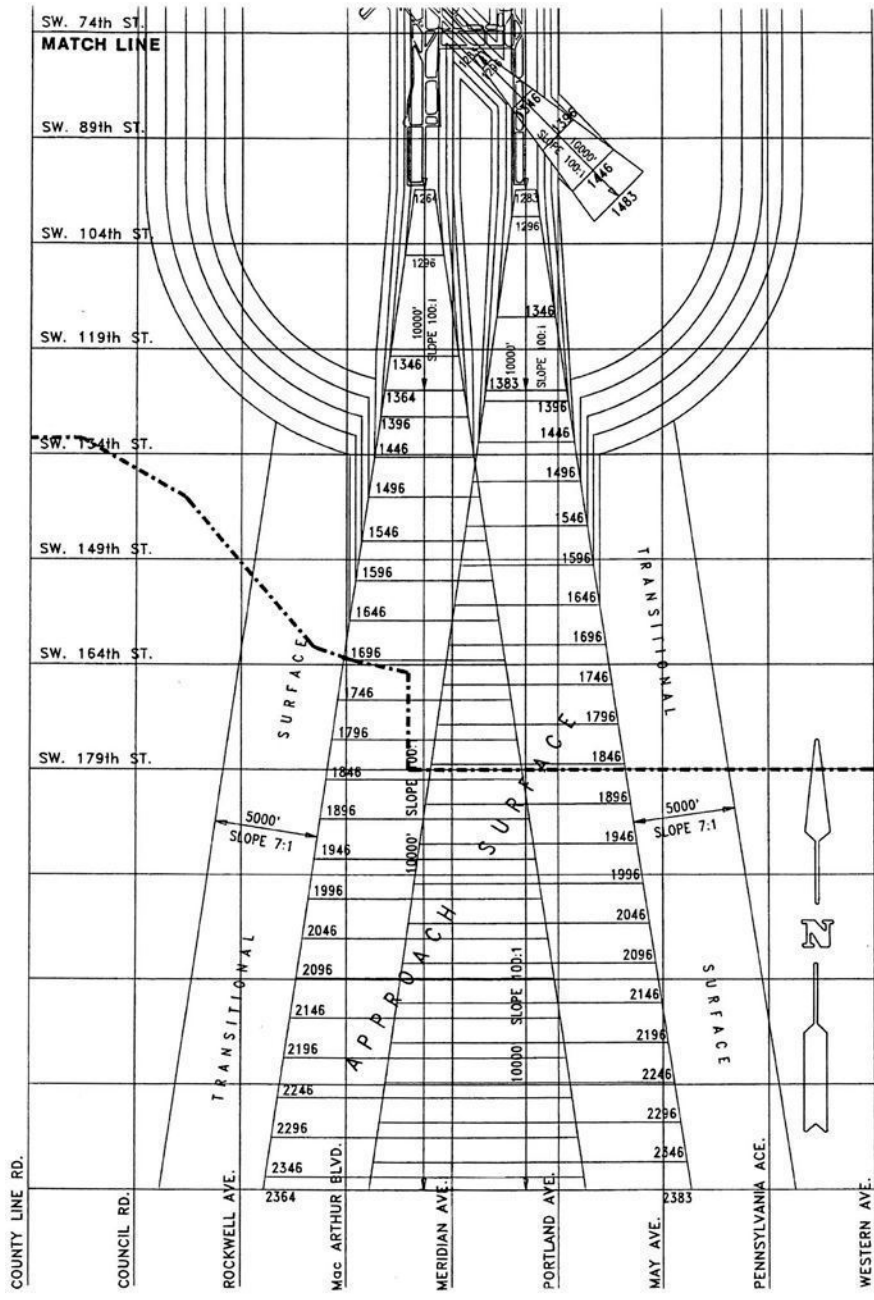
LEGEND

-  AE-1 65+Idn
-  AE-2 60-65 Idn

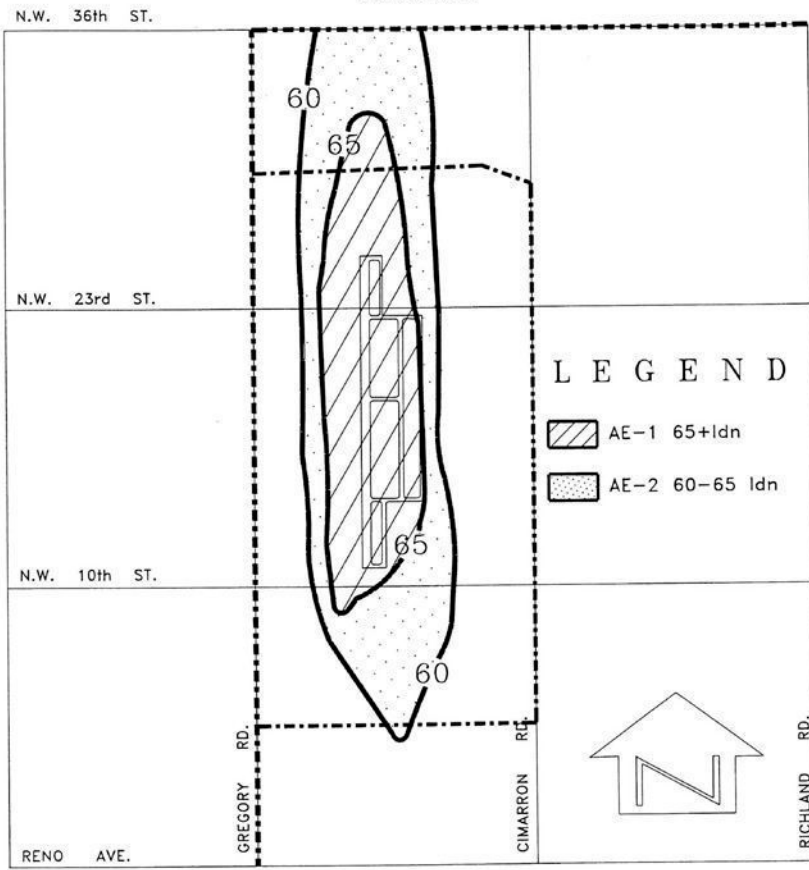
WILSHIRE BLVD.

WILL ROGERS





C.E. PAGE



NW. 178th ST.

C.E. PAGE

NW. 164th ST.

NW. 150th ST.

MEMORIAL RD.

NW. 122nd ST.

HEFNER RD.

BRITTON RD.

WILSHIRE BLVD.

NW. 63rd ST.

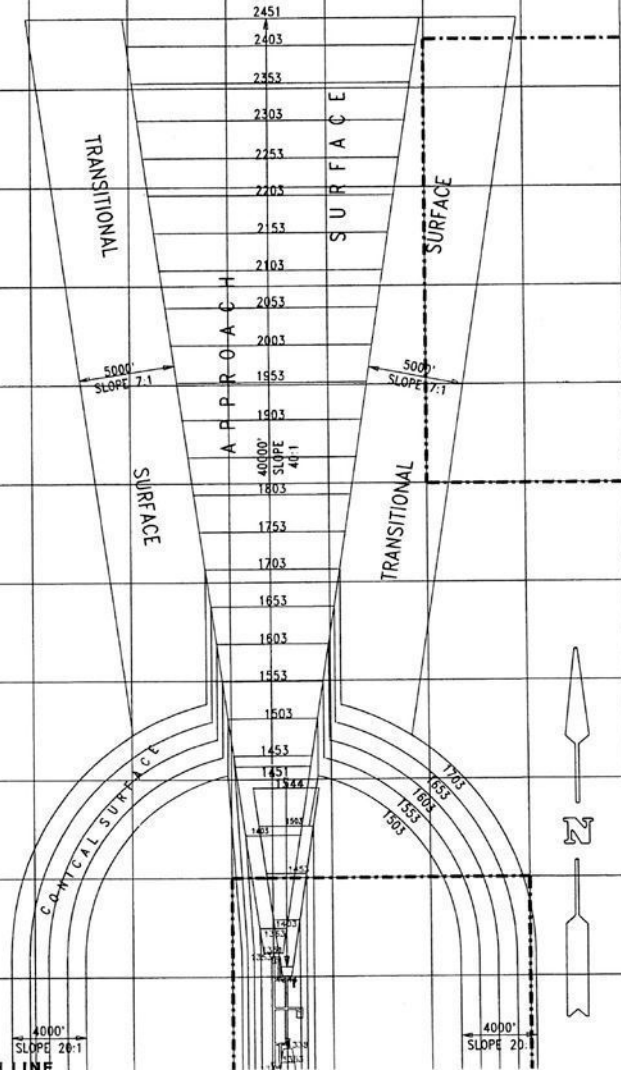
NW. 50th ST.

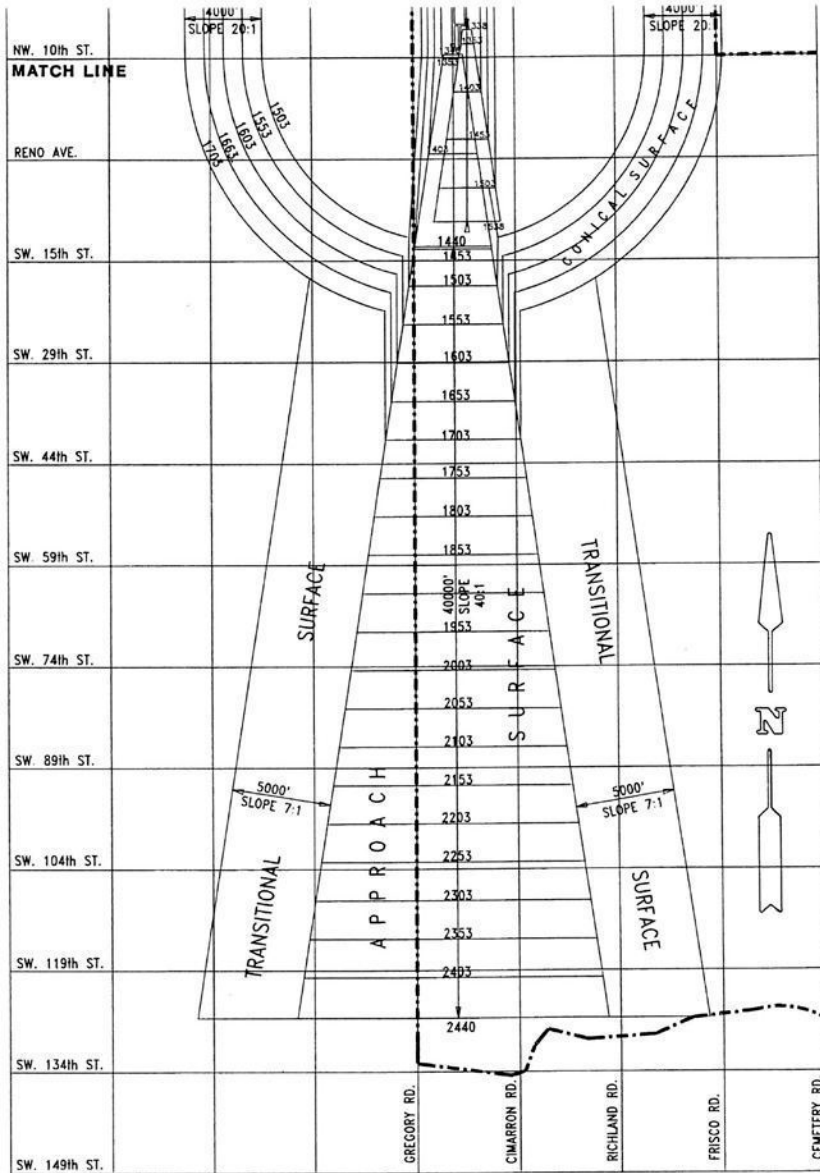
NW. 36th ST.

NW. 23rd ST.

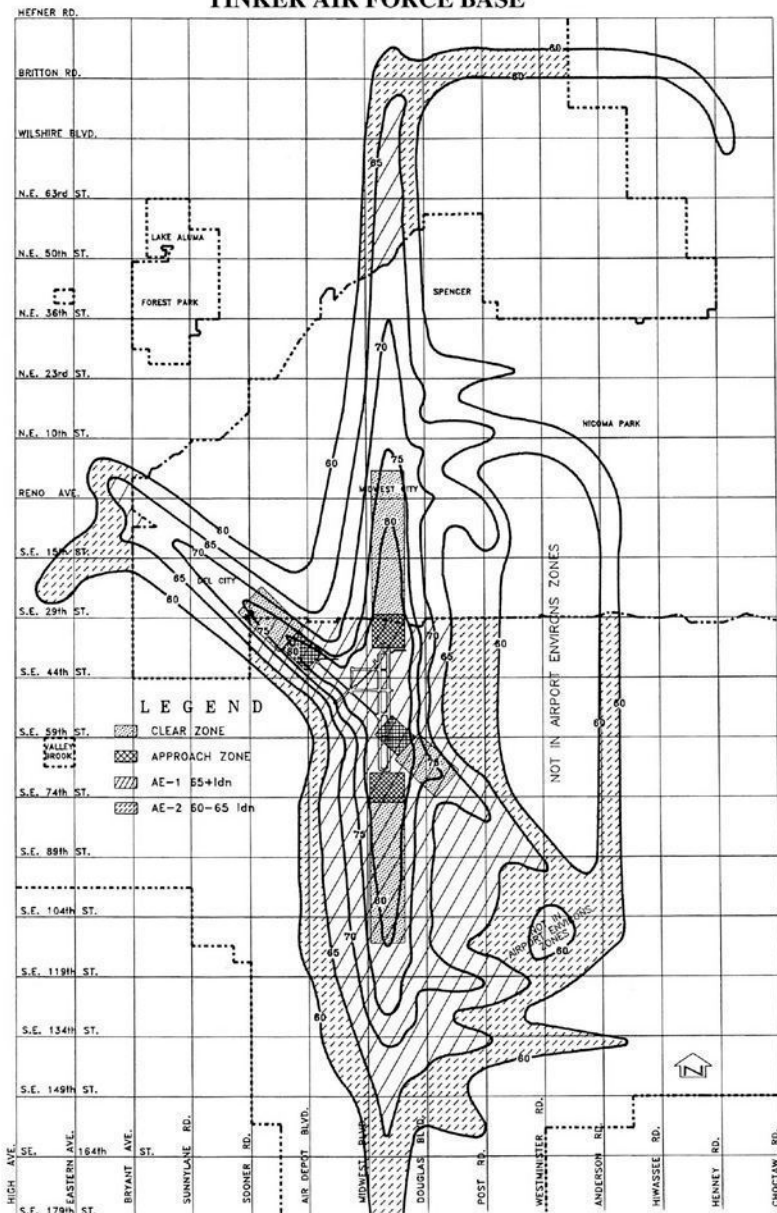
NW. 10th ST.

MATCH LINE





TINKER AIR FORCE BASE



13150.6. *Specific Regulations for Wiley Post Airport, Will Rogers World Airport and Clarence E. Page Airport.* Each airport shall be regulated by the appropriate section and subsection as prescribed in this article, and official airport maps delineating height zones and airport environs zones for each airport. Table 13150.1 provides a brief summary of Wiley Post Airport (WPA), Will Rogers World Airport (WRWA), and Clarence E. Page Airport (CEP) height restriction zones around airports.

TABLE 13150.1: WILEY POST AIRPORT (WPA), WILL ROGERS WORLD AIRPORT (WRWA), AND CLARENCE E. PAGE AIRPORT (CEP) HEIGHT RESTRICTION ZONES			
Airport Elevation Above MSL	Will Rogers World Airport (WRWA)	Wiley Post Airport (WPA)	Clarence E. Page Airport (CEP)

		1,296 feet	1,302 feet	1,353 feet
Approach Zones				
(A)	Precision Instrument Runway	17R/35L 17L/35R	17L/35R	17R/35L (new)
(B)	Larger than Utility Runway, Non-Precision Instrument Approach	12/30	17R/35L	17L/35R
(C)	Utility Runway Visual Approach	—	30/12 3/21	—
Transition Zones				
	Slope	7:1 on either side of runway and approach zone	7:1 on either side of and along runway and approach zone	7:1 on either side of runway and approach zone
Horizontal Zones				
	Height	A plane established at 150 feet above airport elevation		
	Distance	5,000 feet radii arc for non-instrument runway 10,000 feet radii arc for instrument runway		
Conical Zones				
	Slope	20:1	20:1	20:1
	Distance	4,000 feet from the periphery of the horizontal zone		

13150.7. Specific Regulations for Tinker Air Force Base Airport.

- A. **Base Airport Restriction Zones.** In order to carry out the provisions of this section, there are hereby created and established certain zones which include all of the land lying within the instrument approach zones, non-instrument approach zones, transition zones, horizontal zones and conical zones. Such areas and zones are shown on the Tinker Air Force Base Zoning Map, dated November 13, 1959, revised May 26, 1960, and November 1, 1960, which map shall

remain on file in the Office of the City Clerk and is made a part of this chapter by reference. The various zones are hereby established and defined as follows.

- (1) *Instrument Approach Zone.* An instrument approach zone is hereby established at each end of the instrument runway for instrument landings and takeoffs. The instrument approach zones shall have a width of 2,000 feet at a distance of 200 feet beyond each end of the runway, widening thereafter uniformly to a width of 16,000 feet at a distance of 50,200 feet beyond each end of the runway, its centerline being the continuation of the centerline of the runway.
- (2) *Non-Instrument Approach Zone.* A non-instrument approach zone is established at each end of all non-instrument runways on Tinker Air Force Base for non-instrument landings and takeoffs. The non-instrument approach zone shall have a width of 2,000 feet at a distance of 200 feet beyond each end of the runway, widening thereafter uniformly to a width of 6,000 feet beyond each end of the runway, its centerline being the continuation of the centerline of the runway.
- (3) *Transition Zone.*
 - (a) Transition zones are hereby established adjacent to each instrument and non-instrument runway and approach zone, as indicated on the zoning map.
 - (b) Transition zones symmetrically located on either side of runways have variable widths as shown on the zoning map. Transition zones extend outward from a line 1,000 feet on either side of the centerline of the non-instrument runway for the length of the runway, plus 200 feet on each end and 1,000 feet on either side of the centerline of the instrument runway for the length of the runway, plus 200 feet on each end, and are parallel and level with such runway centerlines. The transition zones, along such runways slope upward and outward at one foot vertically for each seven feet horizontally, to the point where they intersect the surface of the horizontal zone.
 - (c) Transition zones are established adjacent to both instrument and non-instrument approach zones for the entire length of the approach zones. These transition zones have variable widths, as shown on the zoning map. Such transition zones flare symmetrically with either side of the runway approach zones from the base of the zones and slope upward and outward at the rate of one foot vertically for each seven feet horizontally to the points where they intersect the surfaces of the horizontal and conical zones.
 - (d) Transition zones are also hereby established adjacent to the instrument approach zone where they project through and beyond the limits of the conical zone, extending a distance of 5,000 feet measured horizontally from the edge of the instrument approach zones at right angles to the continuation of the centerline of the runway.
- (4) *Horizontal Zone.* A horizontal zone is hereby established as the area within a circle with its center at the airport reference point and having a radius of 13,000 feet. The horizontal zone does not include the instrument and non-instrument approach zones, and the transition zones.
- (5) *Conical Zone.* A conical zone is hereby established commencing at the periphery of the horizontal zone and extending a distance of 20,000 feet from the airport reference point. The conical zone does not include the instrument and non-instrument approach zones and transition zones.

B. *Height Limitations.*

- (1) *Zone Height Limitations.* Except as otherwise provided in this section, no structure or tree shall be erected, altered, allowed to grow or maintained in any zone created by this section to a height in excess of the height limit herein established for that zone. Height limitations are computed from the established airport elevation and are hereby established for each of the zones in question as follows.

- (a) *Instrument Approach Zone.* One foot in height for each 100 feet in horizontal distance, beginning at a point 200 feet from the end of the instrument runway and extending to a distance of 15,200 feet from the end of the runway. Thence horizontal distance to a point 50,200 feet from the end of the runway.
- (b) *Non-Instrument Approach Zone.* One foot in height for each 100 feet in horizontal distance beginning at a point 200 feet from the end of the non-instrument runway and extending to a point 15,200 feet from the end of the runway.
- (c) *Transition Zone.* One foot in height for each seven feet in horizontal distance beginning at a point 1,000 feet from the centerline of non-instrument runways and 1,000 feet from the centerline of the instrument runways, measured at right angles to the longitudinal centerline of the runway, extending upward to a maximum height of 150 feet above the established airport elevation, which is 1,291 feet above mean sea level (MSL). In addition to the foregoing, there are established height limits of one foot vertical height for each seven feet horizontal distance measured from the edges of all approach zones for the entire length of the approach zones and extending upward and outward to the points where they intersect the horizontal and conical surfaces.

Further, where the instrument approach zone projects through and beyond the conical zone, a height limit of one foot for each seven feet of horizontal distance shall be maintained beginning at the edge of the instrument approach zone and extending a distance of 5,000 feet from the edge of the instrument approach zone measured at right angles to the continuation of the centerline of the runway.
- (d) *Horizontal Zone.* 150 feet above the established airport elevation or a maximum height of 1,441 feet above mean sea level (MSL).
- (e) *Conical Zone.* One foot in height for each 20 feet of horizontal distance beginning at the periphery of the horizontal zone and measured in an inclined plane passing through the airport reference point.

13150.8. Enforcement and Administration.

- A. *Public Works Director.* Except as otherwise provided, the Public Works Director, or his/her authorized representative, is hereby designated the Administrative Officer. It shall be the duty of the Administrative Officer to administer and enforce the provisions of this article.
- B. *Application for Permits and Variances.* Applications for permits and variances shall be made to the Administrative Officer on a form furnished by him/her. Applications required by this article to be submitted to the Administrative Officer shall be promptly considered, and granted or denied.
- C. *Administrative Officer to Transmit Applications to Board of Adjustment.* Application for action by the Board of Adjustment shall be forthwith transmitted by the Administrative Officer.

13150.9. Noncomplying and Nonconforming Uses.

- A. The regulations prescribed by this section shall not be construed to apply to any structure or natural object not conforming to the regulations, as of the December 23, 1980, or that otherwise interfere with the continuance of any noncomplying use. Nothing herein contained shall require any change in the construction, alteration or intended use of any structure, the construction or alteration of which was begun prior to December 23, 1980.
- B. Residential uses located in an area designated as an AE-1 or AE-2 Zone pursuant to the terms of this section and in existence prior to December 23, 1980 shall be designated as "noncomplying uses" and shall be permitted to continue in their present location and further, such structures may be rebuilt, modified, improved or expanded.
- C. Any rebuilding, modification, improvement or expansion of a noncomplying residential use, whether located within an AE-2 or an AE-1 Zone pursuant to the terms of this section may be constructed in accordance with building code provisions applicable to residential construction generally without regard to noise attenuation requirements.

- D. No person applying for a building permit to rebuild, modify, improve or expand a noncomplying residential use shall be required to submit an avigation easement as a condition for approval thereof.
- E. All structures, other than residential structures, located in an AE-1 or an AE-2 Zone, pursuant to the terms of this section, shall be designated as "nonconforming uses" and shall be permitted to continue in their present location and may be modified, improved or expanded, except that such rebuilding modification, improvement or expansion shall be constructed in accordance with such provisions of this section or Division 4 of Article II of Chapter 12 of the Oklahoma City Municipal Code as are applicable to the Airport Environs Zone in which said structure is located.
- F. Notwithstanding the foregoing provisions of this section, the owner of any nonconforming structure or natural object is hereby required to permit the installation, operation and maintenance thereon of any markers and lights that the Director of Airports shall deem necessary to indicate the presence of such hazard to the operators of aircraft in the vicinity of the airport. Such markers and lights shall be installed, operated and maintained at the expense of the City and, in the case of Tinker Air Force Base Airport, at the expense of said air force base.
- G. No permit shall be granted that would allow the establishment or creation of an airport hazard or permit a nonconforming use, structure or natural object to be made or become higher or become a greater hazard to air navigation than it was on December 23, 1980, or on the effective date of any amendment hereto, or than it was when the application for a permit was made.
- H. If the Administrative Officer, or other designated authority, has determined that the nonconforming structure or natural object has been abandoned for more than two years or more than 80 percent torn down, physically deteriorated or decayed, no permit shall be granted that allows a structure or natural object to exceed the applicable height limit or otherwise deviate from the zoning regulations.

13150.10. Building Permit Required.

- A. *Permit Required For New Uses.* Except as specifically provided by this section, no material change shall be made in the use of the land, and no structure shall be erected, altered or otherwise established in any zone hereby created, unless a building permit is obtained indicating the purpose for which the building permit is desired, with sufficient detail to determine whether the resulting use would conform to the provisions of this section.
- B. *Oklahoma City Airports Board of Adjustment.* The Oklahoma City Board of Adjustment established pursuant to this chapter is hereby appointed as the Oklahoma City Airports Board of Adjustment.
- C. *Variances.* Any person desiring to erect or increase the height of any structure, or permit the growth of any natural object, or use his/her property in any manner not in accordance with the regulations prescribed in this section, may apply to the Board of Adjustment for a variance from the regulations.

Applications for variances must include copies of all notices required by the Federal Aviation Administration under Federal Aviation Regulation Part 77, and copies of all Federal Aviation Administration action taken pursuant to the case. Variances shall be allowed in accord with the provisions of this chapter.

- D. *Hazard Marking and Lighting.* If such action is deemed advisable to effectuate the purpose of this section, and is reasonable in the circumstances, any permit or variance granted may require the owner of the structure or natural object in question to permit the City at its own expense and, in the case of Tinker Air Force Base Airport, at the expense of said air force base airport, to install, operate and maintain thereon any markers and lights that may be necessary to indicate to flyers the presence of an airport hazard or obstruction.

13150.11. Delineation of Airport Environs Zones Boundaries. For the purpose of determining whether property is included within the confines of an AE-1 or AE-2 Zone, established pursuant to the terms of this section, the following guidelines are established.

- A. Property developed or platted prior to December 23, 1980 shall be deemed to be within an AE-1 or AE-2 Zone if the contour line for any such zone as established by the official Airport Environs Map intersects said property.
- B. Where property is undeveloped, only such portion of it as is actually within the contour lines of an AE-1 or AE-2 Zone shown on the Official Airport Environs Map shall be considered to be included. However, at such time as said property shall be developed, subdivided or platted, any lots or developed tract intersected by the contour line of an AE-1 or AE-2 Zone shall be deemed to be wholly included therein.

13150.12. Overlapping Limitations: Exception.

- A. Where an area is covered by more than one height limitation, the more restrictive limitation shall prevail.
- B. Nothing in this section shall be construed as prohibiting the growth, construction or maintenance of any natural object or structure to a height up to 50 feet above the surface of the land.

13150.13. Use Restrictions.

- A. Notwithstanding any other provisions of this section, no use may be made of land within any zone established by this section in such a manner as to create electrical interference with radio communication between the airport and aircraft, to make it difficult for pilots to distinguish between airport lights and other lights, to create glare in the eyes of pilots using the airport, to impair visibility in the vicinity of the airport, or to otherwise endanger the landing, take-off or maneuvering of aircraft.
- B. Notwithstanding any other provisions of this section, no use may be made of, and no installation may be placed on, land within any airport zone that will produce smoke, fumes, gases or odors that would interfere with the safe use by aircraft of the airport.
- C. Notwithstanding any other provisions of this section, no use may be made of, and no installation may be placed on, land within any airport zone for rifle ranges, public or private, or private aircraft landing fields, which would interfere with the safe use by aircraft of the airports.

13150.14. Conflicting Regulations: Priority. Where there exists a conflict between any of the regulations or limitations prescribed in this section, and any other regulations applicable to the same area, whether the conflict may be with respect to the height of structures or natural objects, the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

Exhibit "D" to the Real Estate Purchase Contract

**DECLARATION
OF
SILVER SPRINGS CROSSING & SILVER SPRINGS CROSSING #2**

THIS DECLARATION ("Declaration") is made this 30th day of October, 2002, by Express Development II, L.L.C., an Oklahoma limited liability company, Silver Springs Pointe Holdings, L.L.C., an Oklahoma limited liability company, T.M. Holdings, L.L.C., an Oklahoma limited liability company, Silver Springs Investments, L.L.C., an Oklahoma limited liability company, Commerce Park "A" L.L.C., an Oklahoma limited liability company, and F. Barry Tapp, an individual, with reference to the following facts:

1. The undersigned is the owner of certain real property located in Oklahoma City, Oklahoma County, State of Oklahoma, more particularly described as follows (the "Land"):

(See Exhibit A attached hereto).

2. Certain buildings and improvements are located on the Land.
3. The undersigned desire and intend to sell and convey interests in the Land and Improvements to various persons subject to the protective restrictions, conditions, covenants, reservations, liens and charges set forth in this Declaration.

NOW THEREFORE, the undersigned hereby declares that all the Land and Improvements are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, covenants, conditions, restrictions, reservations, liens and charges, and all of which are declared and established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Land and Improvements. All of said limitations, covenants, conditions, reservations, liens, charges and restrictions are hereby established and imposed upon the Land and Improvements for the benefit thereof and for the benefit of each and every individual Unit hereinafter described and of each present or future owner of one or more Units, as that term is hereinafter defined, and the owners of any interest of any kind or character in the Land or Improvements or any portion thereof.

All of said limitations, liens, covenants, conditions, reservations, charges and restrictions shall run with the Land and shall be binding on all parties having or acquiring any right, title or interest in the Land and Improvements or any part thereof, whether as sole owner, joint owner, lessee, tenant, occupant, heir, representative, successor, trustee, assign or otherwise.

ARTICLE I
Definitions

Whenever used in this Declaration, the following terms shall have the following meanings:

1. "Articles" shall mean the duly adopted Articles of Incorporation of the Association as may be amended from time to time.

Doc # 200211564
Bk 2002
Pg 1 of 1
DATE 11/06/02 11:27:40
Filing Fee \$39.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

2. "Association" shall mean and refer to the **Silver Springs Property Owners Association, Inc.**, an Oklahoma nonprofit corporation, its successors and assigns.
3. "By-Laws" shall mean the duly adopted By-Laws of the Association.
4. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.
5. "Building" or "Buildings" shall mean one or more of the buildings or structures located on the Property.
6. "Common Elements" means and includes only the street medians contained with the plat of **Silver Springs Crossing and Silver Springs Crossing #2** and the detention area in Block 4, Lot 2 of **Silver Springs Crossing** as depicted on the plat thereof and containing approximately 2.64245 acres.
7. "Common Expenses" means the following:
 - (a) Expenses of administration, maintenance, repair or replacement of Common Elements to the extent such expenses are to be born by the Association.
 - (b) Amounts deposited in the Reserve Fund for maintenance, repair and replacement of the Common Elements as required hereunder.
 - (c) Expenses agreed upon as common by a majority in interest of the Owners of the Property, which shall be determined by a ratio of the number of square feet contained within any Unit to the total square footage within the Property excluding the Common Elements.
8. "Declarant" or "Declarants" as used herein shall refer to **Express Development II, L.L.C.**, an Oklahoma limited liability company, **Silver Springs Pointe Holdings, L.L.C.**, an Oklahoma limited liability company, **T.M. Holdings, L.L.C.**, an Oklahoma limited liability company, **Silver Springs Investments, L.L.C.**, an Oklahoma limited liability company, **Commerce Park "A" L.L.C.**, an Oklahoma limited liability company, and **F. Barry Tapp**, an individual.
9. "Declaration" means this instrument together with such amendment to this instrument as may hereafter from time to time be lawfully made.
10. "Majority of Unit Owners" means the owners of more than fifty percent (50%) of the land area within the Property exclusive of the Common Elements. At the time of the filing of this Declaration, it is estimated that the total area in the Property exclusive of the Common Elements is 203.8601 acres; therefore, at the time of the filing of this Declaration, the majority of Unit Owners would be those Owners of the real property constituting more than 101.93005 acres within the Property.
11. "Property" means and includes all of the real property contained within the plats of **Silver Springs Crossing and Silver Springs Crossing #2** and any additional voluntarily annexed real property.
12. "Unit" means each separate parcel of the Property.
13. "Unit Owner" or "Owner" means the owner of a parcel within the Property.

ARTICLE II
Service Agent

The name of the person to receive service of process in actions against the Association and the name of the person to receive service of process on two or more Unit Owners in actions relating to the Common Elements or more than one Unit is **Jim Tapp** and his address is 8901 Commerce Park Drive, Oklahoma City, OK 73132.

ARTICLE III
Amendment of Declaration

Except as hereinafter provided and subject to the Declarant's right of expansion of the Property reserved hereunder, the Declaration may be amended by the consent of the majority in interest of the Unit Owners within the Property determined on a square footage basis. Such consent will be by voting in person or by proxy at a meeting of the members of the Association called and held for that purpose and at which a quorum exists in accordance with the provisions of the By-Laws, and any such amendment shall become effective upon the filing in the office of the County Clerk of Oklahoma County, Oklahoma an instrument in writing setting forth such amendment and duly executed and acknowledged by the President of the Association as the act and deed of the Association and attested by the Secretary, or Assistant Secretary, thereof.

ARTICLE IV
Expansion

1. Reservation of Right. The Declarant hereby expressly reserves unto Declarant, its successors and assigns, the option and right to expand the Property at any time and from time to time to annex and include all or any part or parts of certain tracts of real property lying adjacent to the Land and more particularly lying adjacent to the Property (the "Additional Land").

The consent of Unit Owners of the Property shall not be required for such expansion to include all or any part or parts of the Additional Land with the voluntary consent of said land owners, who shall agree to participate in the Association and to share pro rata the costs of maintenance and repair of the Common Elements.

2. Method of Annexation. Declarant may annex all or any portion of the Additional Land at any time and from time to time so that such Additional Land is made subject to this Declaration. Such annexation shall be effectuated by the filing and recordation of supplemental declarations upon each annexation of a portion of the Additional Land, which supplemental declarations shall be executed by Declarant and all the then owners of the Additional Land to be so annexed.

ARTICLE V
Insurance

1. Public Liability Insurance. Comprehensive public liability insurance shall be purchased by the Association and shall be maintained in full force and effect at all times. Such insurance shall be obtained from reputable insurance companies authorized to do business in the State of Oklahoma and having a financial rating by Best's Insurance Reports of Class VI or better. The amount of coverage shall be determined by the Board from time to time so as to provide such coverage as the Board may deem prudent; provided, however, that the minimum amounts of coverage shall be \$1,000,000 for any

one accident or occurrence and \$1,000,000 for property damage. The premiums shall be paid from the assessments levied and collected pursuant to this Declaration. Such policy shall name the Association, the Board and any agents or employees of the Board as the Board and any agents or employees of the Board may deem necessary or required, in order to insure the Association, the Board and their respective agents, guests and invitees against liability to the Public or any other persons whomsoever in connection with any damage or injury occurring on the Property or resulting or arising from the ownership or use of the Common Elements or any part thereof. Such policy shall be in such form and content and contain such endorsements as the Board may deem appropriate; provided, however, such insurance shall not insure against loss caused by injuries to Unit Owners or their agents, employees and invitees occurring in their own Unit.

2. Additional Insurance. The Association shall purchase and maintain workmen's compensation insurance to the extent that the same shall be required by law for employees of the Association. The Association may also purchase and maintain insurance on commonly owned personal property and such other insurance as it may deem necessary, the premiums therefor to be paid from the assessments levied against all of the Unit Owners in accordance with the provisions of this Declaration.
3. Authority of Board. Every person named as an insured in connection with any of the policies as purchased by the Association hereby irrevocably delegates to the Board any authority which it may otherwise have to negotiate loss settlements with the appropriate insurance carriers. The Board shall have the sole and exclusive authority and right to negotiate any such loss settlements.
4. Annual Review of Insurance. The Board shall review annually the limits of coverage of the policies of insurance purchased by the Association.

ARTICLE VI Membership in Association

1. Qualifications. Each Unit Owner shall be a member of the Association and shall be entitled to representation in the Association in the proportion of said Unit Owner's interest. Said interest shall be computed by comparing the square footage of real estate contained in the Unit to the total square footage of the Property exclusive of the Common Elements. If a given Unit is owned by more than one owner, all such owners shall be members of the Association; provided, however, that for the purpose of representation of such Unit with regard to the affairs of the Association and the voting of the members of the Association, such Units shall be represented by and entitled only to representation as a Unit, which vote shall be exercised and cast in accordance with the provisions of this Declaration and the By-Laws.

ARTICLE VII Voting Rights

1. Required Percentage of Vote. Whenever the Declaration, the By-Laws or the Articles requires the vote, assent or presence of a stated percentage interest of Unit Owners with regard to the taking of action or any other matter whatsoever, the requisite number of votes to constitute such stated percentage shall be the votes of Unit Owners whose aggregate interest in the Property totals such percentage; provided in the event a Unit Owner's rights have been suspended as provided by the By-Laws, the real property contained in the applicable Unit shall be excluded from the applicable computation.

2. Joint Owner Disputes. The vote for each Unit may be cast only as a Unit and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Unit, it will thereafter be conclusively presumed for all purposes that he/she/they were acting with the authority and consent of all other Owners of the same Unit. In the event more than one vote is cast for a particular Unit, none of said votes shall be counted and all of said votes shall be deemed void. Any votes deemed void or otherwise excluded under this section shall be excluded from the computation of the applicable percentage of votes needed in such situations.

ARTICLE VIII
Duties and Powers of Association

1. Administration of Property. The administration of the Common Elements will be in accordance with provisions of this Declaration, the Articles, the By-Laws, and such rules and regulations as may be adopted by the Board and the amendments, changes and modifications thereto as may come into effect from time to time. In the event of any inconsistency between the provisions of this Declaration and the provisions of the Articles, By-Laws or rules and regulations, the provisions of this Declaration shall prevail.
2. Duties and Authority of Association. The Association shall have the following powers and duties:
 - (a) The Association may, at its option, employ one or more managers, security agents, independent contractors and such other employees as it deems necessary, prescribe their duties and enter into contracts and agreements, all for the purpose of providing for the performance of the business, powers, duties and/or obligations of the Association or any portion thereof. Any such manager and all employees shall have the right of ingress and egress over and access to such portions of the Common Elements as may be necessary in order for them to perform their duties and obligations.
 - (b) The Association shall maintain the street medians contained within the Property and the detention area in Block 4, Lot 2 of Silver Springs Crossing. Such maintenance shall include:
 - (i) The landscaping, mowing, irrigation and lighting (if applicable) of said medians.
 - (ii) Any utilities associated with the street medians, including water and electricity (if applicable).
 - (iii) The mowing and clean up of the detention area.

In addition to the cost of maintenance of the Common Elements, the Association shall be responsible for the Property taxes levied against the drainage facility and the street medians, insurance as described above, and administrative costs of the Association.
 - (c) The Association shall levy assessments against the Unit Owners and enforce payment thereof, all in the manner and subject to limitations set forth in this Declaration.

- (d) The Association shall maintain books and records relating to the management and operation of the Property. Such books and records shall be subject to inspection and copying during normal business hours by any Unit Owner and by the holder or holders of any mortgage on any Unit.
- (e) Upon request received from the holder of any mortgage on any Unit, the Association shall notify the holder of such mortgage of any default thereafter occurring in the performance by the Owner of the Unit burdened by such mortgage of any obligation hereunder or under the Articles, By-Laws, rules and regulations of the Association, which default is not cured within sixty (60) days of the date of default. Such notice shall be in writing and shall be addressed to the mortgagee at the address specified in the request submitted by the mortgagee.
- (f) The Association shall have the power to perform such other acts, whether or not expressly authorized by the Declaration or the By-Laws, as may be reasonably necessary to enforce any of the provisions of the Declarations, By-Laws, or rules and regulations duly adopted by the Association or to carry out and perform its powers and responsibilities.

ARTICLE IX Assessments

1. Creation of Lien and Personal Obligation of Assessments. Each Unit Owner, by acceptance of a deed to a Unit, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:
 - (a) Regular assessments or charges, and
 - (b) Emergency assessments to be fixed, established and collected from time to time as hereinafter provided.

The regular assessments, the emergency assessments and other charges, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and lien on the Unit against which such assessment is made and all appurtenances thereto, which lien is created and shall be enforced in accordance with the provisions of this Article; provided, however, that lien is subject to and subordinate to the lien of a recorded first mortgage. Each such assessment (and all other assessments or charges levied in accordance with this Declaration) together with late charges, interest, costs, penalties and reasonable attorney's fees as provided for by this Declaration shall also be the joint and several personal obligation of each person who was an Owner of such Unit at the time when such assessment fell due.

2. Particulars of Regular Assessments
 - (a) Regular Assessments. As soon as is reasonably practicable after the election of the first Board, the Board shall set regular assessments to be assessed for the initial fiscal year against each Unit for the purposes hereinafter specified. Monthly assessments shall be for a period running from the first day of a calendar month to and including the last day of the same calendar month. Such assessments shall be made on a monthly basis to the Unit Owners in the event monthly assessments are greater than \$100. In the event the monthly assessments

are less than \$100 for a Unit Owner, the regular assessment shall be made quarterly unless said quarterly assessment shall be less than \$100. In the event the quarterly assessment shall be less than \$100 for a Unit Owner, then the regular assessment shall be made semiannually.

Subject to provisions of this Article, the total of such assessments for all Units for each fiscal year shall total:

- (i) The estimated expenses of the Association in carrying out the obligations described herein for such fiscal year, plus
 - (ii) An amount to be determined by the Board to be set aside during the fiscal year to provide for a Reserve Fund for the maintenance, repair or replacement of the Common Elements (the "Reserve Fund Requirement").
- (b) Fiscal Year. The initial fiscal year of the Association shall run from the date on which the Articles are filed with the Oklahoma Secretary of State to the next succeeding December 31st. The succeeding fiscal years of the Association shall run from January 1st through December 31st.
- (c) Increase in Assessments. For each fiscal year following the initial fiscal year of the Association, the regular assessments may be increased prior to, but effective as of, the beginning of such fiscal year by the Board without a vote of the members of the Association. Notice of increase pursuant to this section shall be given by the Board to each Owner prior to the commencement of the fiscal for which such increase is to be effective.
- (d) Certificate of Payment. The Association shall, upon demand, furnish to any Unit Owner, mortgagee of a Unit Owner or prospective purchaser of any Unit a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on the specified Unit have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of such certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.
3. Special Emergency Assessments. In the event that the Board shall determine that its budget for any current month is or will become inadequate to meet all expenses for any reason, it shall immediately determine the appropriate amount of such inadequacy for such month and may levy an emergency assessment for the amount required to meet all such expenses on a current basis against the Owners of each Unit. Emergency assessments levied in accordance with this section shall be due and payable within thirty (30) days of written notice thereof by the Board.
4. Payment of Assessments. Each payment of regular assessments and emergency assessments made by a Unit Owner shall first be applied to that portion of such Unit Owner's assessment allocable to the Maintenance Fund Requirement, and the remainder of such payment shall be applied to that portion of such Unit's assessment allocable to the Reserve Fund Requirement.
5. Maintenance Fund. All collected assessment charges shall be properly deposited in a separate commercial bank account in a bank to be selected by the Board. The Board shall have control of said account and shall be responsible to the Unit Owners for the maintenance of accurate records thereof at all times.

6. Reserve Fund. All collected assessment charges allocable to the Reserve Fund Requirement shall be properly deposited in a separate commercial banking account in a bank to be selected by the Board. The Board shall have control of said account and shall be responsible to the Unit Owners for the maintenance of accurate records thereof at all times. The funds in such account may be expended only for expenses incurred by the Association for maintenance, repair or replacement of the Common Elements.
7. Non-Payment of Assessments, Lien Rights, Remedies. Every Unit Owner is deemed to covenant and agree to pay the assessments provided for in this Declaration and further to agree to the enforcement of such assessments in the manner provided for in this Declaration. The Declarant acknowledges that the provisions of this section for liens and the enforcement of liens and as to the covenants may only mandatorily apply to the Declarants and their successors in interest to the land presently owned by Declarants and as to any Unit Owners who shall voluntarily make their property subject to this Declaration.
- (a) Delinquency. Any assessment provided for in this Declaration which is not paid when due shall become delinquent on the date on which such assessment is due (the "Date of Delinquency"). A late charge of \$5, or any amount as may be determined by the Board of Directors for such delinquent assessment shall be payable with respect to such assessment not paid within ten (10) days after the Date of Delinquency. Assessments not paid within ten (10) days after the Date of Delinquency shall thereafter bear interest at the rate of eighteen percent (18%) per annum from the Date of Delinquency and the Board, its attorney or other authorized representative may, at its option, at any time after such period and in addition to other remedies herein or by law or in equity provided enforce such remedies, enforce the obligation to pay assessments in any manner provided by law or in equity and, without limiting the generality of the foregoing, by any or all of the following procedures:
- (i) Enforcement by Suit. The Board may cause a suit for such delinquent assessment to be commenced and maintained in the name of the Association against any Unit Owner or Owners personally obligated to pay assessments. Any judgment rendered in any such action shall include the amount of the delinquency together with interest thereon at the highest rate allowed by Oklahoma Statute from and after the Date of Delinquency, late charges as provided for by this Declaration, court costs and reasonable attorney fees in such amounts as the court may award. Suit to recover a money judgment for unpaid assessments shall be maintainable by the Board or its authorized agent without foreclosing or waiving the lien hereinafter provided for.
- (ii) Enforcement of Lien. Any assessment which remains unpaid on the date on which such assessment is due shall be a lien on the Unit for which such assessment is made and on all appurtenances thereto. Such lien may be foreclosed by a suit instituted by the Association, its attorney or duly authorized agent. The Association or its duly authorized agent shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey the Unit Ownership Estate acquired at such sale; provided, however, in any such foreclosure sale, the Association may not bid an amount in excess of any judgment rendered in its favor in such foreclosure action and satisfiable out of the proceeds of such sale.

- (b) Additional Costs Secured by Lien. In the event the lien described above is foreclosed, reasonable attorney's fees, taxes, and insurance as the court may award and count from the date of delinquency, late charges as provided for by this Declaration, and all other costs and expenses shall be allowed to the Association.
- (c) Rights of Association. Each Owner hereby vests in and delegates to the Association or its duly authorized representative the right and power to bring all actions at law or lien foreclosures against any Owner or Owners for the collection of delinquent assessments in accordance herewith.
- (d) Purchaser at Foreclosure Sale. Any purchaser of a Unit at a foreclosure sale pursuant to an action to foreclose the lien herein provided shall take title to such Unit subject to all the terms, provisions and restrictions of this Declaration. There shall be a lien on the Unit of the purchaser which may be foreclosed in accordance with this Declaration and which shall secure all assessments which become due after the date of such sale. For the purposes of this section, a sale of a Unit shall occur on the date an Order Confirming Sale is issued by the court having jurisdiction.
- (e) Purchase by Mortgage. In the event the holder of a first mortgage on a Unit obtains title to such Unit as a result of a foreclosure of the mortgage, such mortgagee shall not be liable for the foreclosed Unit's unpaid assessments which accrue prior to the acquisition of title to such Unit by the mortgagee, but shall be liable for such assessments accruing during the time said mortgagee holds title to any such Unit.
- (f) Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the members of the Association, their guests, invitees and licensees, and in particular shall be used for the purpose of improving, protecting, operating, repairing and maintaining the Common Elements and the facilities, improvements, landscaping and structures located thereon, and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Elements providing for the performance by the Association of each and every power and duty of the Association.

ARTICLE X

Rights and Obligations of Unit Owners as to the Common Elements

1. Waiver of Use. A Unit Owner may not waive or otherwise escape liability for the assessments provided for by this Declaration or otherwise duly and properly levied by the Board or by non-use of the Common Elements and the facilities thereon or any part thereof.
2. Damage to Common Element. Any damage to any Common Element which is caused by the negligent act or the willful misconduct of any Unit Owner may be repaired by the Association, but in such event, the Association shall be entitled to reimbursement from the Unit Owner responsible for such damage.

ARTICLE XI

General Provisions

1. Enforcement. The Association shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges nor or hereafter imposed by the

provisions of this Declaration. Failure by the Board to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. A waiver of any such right shall be only pursuant to an instrument in writing signed by the party to be charged with such waiver and shall be limited to the particular covenant, condition or restriction which is expressly set forth in such writing as being waived.

2. Severability. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity of the remaining provisions.
3. Successors and Assigns. This Declaration shall inure to the benefit of and be binding upon the successors and assigns of the undersigned and to the heirs, personal representatives, grantees, lessees, successors and assigns of the Unit Owners.
4. Remedies Cumulative. Each remedy provided by this Declaration for breach of any of the covenants, conditions, restrictions, reservations, liens or charges contained herein shall be in addition to any other available remedy, whether provided for by law or in equity, and all of such remedies, whether provided for by this Declaration or otherwise, shall be cumulative and not exclusive.
5. Notices. Any written notice or other document relating to or required by this Declaration may be delivered personally or by mail. If by mail, such notice, unless expressly provided herein or in the By-Laws to the contrary, shall be deemed to have been delivered and received three (3) business days after a copy thereof is deposited in the United States mail, postage prepaid, addressed as follows:
 - (a) If to a Unit Owner other than Declarant, to the address of the Unit Owner or Unit owned by such Unit Owner.
 - (b) If to Declarant, whether in its capacity as Owner of a Unit or in any other capacity, addressed as shown on the signature page hereof.
 - (c) If to the Board,
 - (i) Prior to the organizational meeting of the Board, such notices shall be addressed to the address set forth for giving notice to the Declarant.
 - (ii) Thereafter, notices to the Board shall be addressed to the Secretary of the Association. The Board shall cause the address of the Secretary of the Association to be made known by mail to all Unit Owners.

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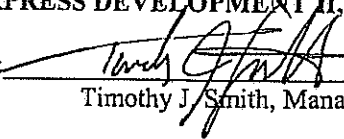
Dated this 30th day of October, 2002.

Notice Addresses for Declarant:

DECLARANT:

Express Development II, L.L.C.
Attn: Timothy J. Smith, Manager
7001 NW 164th
Edmond, OK 73013

EXPRESS DEVELOPMENT II, L.L.C.

By: 
Timothy J. Smith, Manager

WI

Silver Springs Pointe Holdings, L.L.C.
Attn: Ken R. McGee, Manager
8901 Commerce Park Drive
Oklahoma City, OK 73132

SILVER SPRINGS POINTE HOLDINGS, L.L.C.

By: 
Ken R. McGee, Manager


T. M. Holdings, L.L.C.
Attn: James Cleveland Tapp, Manager
8901 Commerce Park Drive
Oklahoma City, OK 73132

T. M. HOLDINGS, L.L.C.

By: 
James Cleveland Tapp, Manager

Silver Springs Investments, L.L.C.
Attn: F. Barry Tapp, President
Commerce Park "A" Management Co.
8901 Commerce Park Drive
Oklahoma City, OK 73132

SILVER SPRINGS INVESTMENTS, L.L.C.

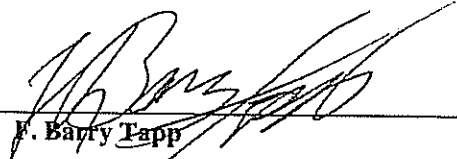
By: **Commerce Park "A" Management Co.**
By: 
F. Barry Tapp, President

Commerce Park "A" L.L.C.
Attn: Ken R. McGee, Manager
8901 Commerce Park Drive
Oklahoma City, OK 73132

COMMERCE PARK "A" L.L.C.

By: 
Ken R. McGee, Manager

F. Barry Tapp
8901 Commerce Park Drive
Oklahoma City, OK 73132


F. Barry Tapp

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)
)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was executed before me this 5th day of October, 2002, by Timothy J. Smith as Manager of Express Development II, L.L.C., on behalf of said limited liability company.

Susan Loveland
Notary Public
{SEAL} SUSAN LOVELAND
Canadian County
Notary Public in and for
State of Oklahoma
My commission expires Sept. 7, 2003. My commission expires 9-7-03
Commission No. 99014863

STATE OF OKLAHOMA)
)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was executed before me this 30th day of October, 2002, by Ken R. McGee as Manager of Silver Springs Pointe Holdings, L.L.C., on behalf of said limited liability company.

Susan Loveland
Notary Public
{SEAL} SUSAN LOVELAND
Canadian County
Notary Public in and for
State of Oklahoma
My commission expires Sept. 7, 2003. My commission expires 9-7-03
Commission No. 99014863

STATE OF OKLAHOMA)
)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was executed before me this 30th day of October, 2002, by James Cleveland Tapp as Manager of T.M. Holdings, L.L.C., on behalf of said limited liability company.

Susan Loveland
Notary Public
{SEAL} SUSAN LOVELAND
Canadian County
Notary Public in and for
State of Oklahoma
My commission expires Sept. 7, 2003. My commission expires 9-7-03
Commission No. 99014863

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

ss.

The foregoing instrument was executed before me this 30th day of October, 2002, by F. Barry Tapp as President of Commerce Park "A" Management Co., Manager of Silver Springs Investments, L.L.C., on behalf of said limited liability company.

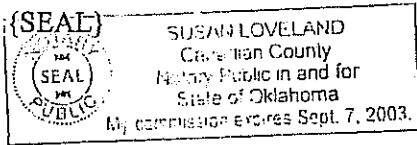


Susan Loveland
Notary Public
My commission expires 9-7-03
Commission No. 99014863

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

ss.

The foregoing instrument was executed before me this 30th day of October, 2002, by Ken R. McGee as Manager of Commerce Park "A", L.L.C., on behalf of said limited liability company.

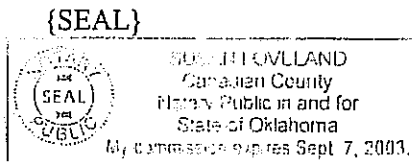


Susan Loveland
Notary Public
My commission expires 9-7-03
Commission No. 99014863

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

ss.

The foregoing instrument was executed before me this 30th day of October, 2002, by F. Barry Tapp, an individual.



Susan Loveland
Notary Public
My commission expires 9-7-03
Commission No. 99014863

EXHIBIT A
to
DECLARATION
of
SILVER SPRINGS CROSSING & SILVER SPRINGS CROSSING #2

Legal Description of Silver Springs Crossing:

A tract of land located in Section 32, T13N, R4W of the Indian Meridian, Oklahoma County, Oklahoma City, Oklahoma, more particularly described as follows: Commencing 920.85 feet N 89°52'47" E and 58.29 feet N 30°49'13" of the Southwest Corner (SW/C) of said Section for a point of beginning; thence N 30°49'13" E a distance of 1616.08 feet; thence N 14°33'00" W a distance of 688.13 feet; thence N 31°28'43" E a distance of 370.89 feet; thence S 89°44'17" E a distance of 417.53 feet; thence Northeasterly along a curve to the left (R = 470.87 feet) a distance of 305.89 feet; thence N 23°35'13" W a distance of 26.98 feet; thence N 58°09'22" W a distance of 41.17 feet; thence Northwesterly along a curve to the right (R = 308.60 feet) a distance of 63.95 feet; thence N 78°31'47" W a distance of 360.00 feet; thence N 11°28'13" E a distance of 366.63 feet; thence Northwesterly along a curve to the left (R = 426.79 feet) a distance of 546.33 feet; thence N 61°52'25" W a distance of 40.00 feet; thence N 28°07'35" E a distance of 40.00 feet; thence N 61°52'25" W a distance of 260.00 feet; thence N 28°07'35" E a distance of 593.03 feet to a point on the South right-of-way line of the Northwest Highway (State Highway 3); thence S 61°52'25" E along said line a distance of 1345.32 feet; thence S 28°07'35" W a distance of 25.00 feet; thence S 61°52'25" E a distance of 965.00 feet; thence S 28°07'35" W a distance of 30.00 feet; thence S 61°52'25" E a distance of 135.00 feet; thence N 28°07'35" E a distance of 40.00 feet; thence S 61°52'25" E a distance of 167.24 feet; thence S 00°00'35" E a distance of 472.40 feet to a point on the East-West Quarter Section line (SW/4 Sec. line); thence S 89°59'21" W along said line a distance of 1326.46 feet to the center of said Section; thence S 00°15'43" W along the North-South Quarter Section line (NS/4 Sec. line) a distance of 2590.60 feet; thence S 89°52'47" W a distance of 1684.65 feet to the point or place of beginning, containing 5,174,351.882 square feet or 118.78677 acres more or less.

Legal Description of Silver Springs Crossing #2:

A tract of land located in Section 32, T13N, R4W of the Indian Meridian, Oklahoma County, Oklahoma City, Oklahoma, more particularly described as follows: Commencing 2105.61 feet N 00°06'49" W and 50.00 feet N 89°59'21" E of the Southwest Corner (SW/C) of said Section 32 for a point of beginning; thence N 00°06'49" W a distance of 540.00 feet; thence N 00°07'36" W a distance of 2524.41 feet; thence N 45°02'59" E a distance of 35.25 feet to a point on the South right-of-way line of Northwest Highway (State Highway 3); thence S 89°46'25" E a distance of 57.71 feet; thence S 61°52'25" E a distance of 1762.98 feet; thence S 28°07'35" W a distance of 593.03 feet; thence S 61°52'25" E a distance of 260.00 feet; thence S 28°07'35" W a distance of 40.00 feet; thence S 61°52'25" E a distance of 40.00 feet; thence Southeasterly along a curve to the right (R = 426.79 feet) a distance of 546.33 feet; thence S 11°28'13" W a distance of 366.53 feet; thence S 78°31'47" E a distance of 360.00 feet; thence Southeasterly along a curve to the left (R = 308.60 feet) a distance of 63.95 feet; thence S 58°09'22" E a distance of 41.17 feet; thence S 23°35'13" E a distance of 26.98 feet; thence Southwesterly along a curve to the right (R = 470.87 feet) a distance of 305.89 feet; thence N 89°44'17" W a distance of 417.53 feet; thence S 31°28'43" W a distance of 370.89 feet; thence S 89°59'21" W a distance of 1560.00 feet to the point or place of beginning, containing 4,649,474.521 square feet or 106.73725 acres more or less.

OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

- Buyer Brokerage Agreement, Listing Brokerage Agreement, Option Agreement, Sales Agreement, Exchange Agreement, Other

1. Duties and Responsibilities. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- A. treat all parties to the transaction with honesty and exercise reasonable skill and care;
B. unless specifically waived in writing by a party to the transaction:
1) receive all written offer and counteroffers;
2) reduce offers or counteroffers to a written form upon request of any party to a transaction; and
3) present timely all written offers and counteroffers.
C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
E. timely account for all money and property received by the Broker;
F. keep confidential information received from a party or prospective party confidential.
G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

2. Brokerage Services provided to both parties to the transaction. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction.

3. Broker providing fewer services. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services.

4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on _____ day of _____, 20_____.

(Print Name) _____ (Signature) _____

(Print Name) _____ (Signature) _____