

SUPPLEMENTARY DECLARATION
FOR ANNEXATION
ST. JAMES PARK SECTION 5

WHEREAS, respectively on the 24th day of April, 2000 and the 4th day of April, 2001 there was filed in Book 3156, Page 1475 and Book 3252, Page 138, a certain Declaration and Amendment thereof of Homeowners Association for St. James Park Addition Section 1 and St. James Park Addition Section 2 (the "**Original Covenants**");

WHEREAS, on the 17th day of September, 2003 there was filed in Book 3697, Page 206 certain By-Laws relating to the above mentioned additions; and

WHEREAS, Article IX of such Declaration provided that the Declarant, St. James Park, L.L.C., an Oklahoma Limited Liability Company, would have the right to annex certain future additions near or adjacent to the above mentioned additions. Declarant now desires to annex certain property to such Declaration and Association documents, all in the following manner, with any defined terms herein having the same meaning as in the original Declaration:

1. Declarant does herewith annex, add to and make a part and parcel of those certain Declaration and By-Law documents above recorded, all of the following described real property and premises located in Cleveland County, Oklahoma, to-wit:

All of St. James Park, Section 5, a subdivision of a part of the W. 1/2 of Section 10 Township 8 North Range 2 West of the Indian Meridian, an addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof (the **Property**).

The Property is further shown and described on the attached **EXHIBIT A**, as was approved as a final plat by the City of Norman.

2. The Property shall be subject to the Declaration of Homeowners Association for St. James Park Section 1 dated April 24th, 2000 and filed for record in the Office of the County Clerk of Cleveland County Oklahoma in Book 3156 at Pages 1475-1489, and all amendments thereto, if any, and the Bylaws of the Association, which shall all be incorporated herein by reference and made a part hereof, (collectively all referred to as the "**Declaration**"). The Declaration and any applicable amendments thereto shall run with title to the Property. The Declaration shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in the Property. Notwithstanding the above or other terms in the Declaration, the Declarant is filing this Supplementary Declaration and an OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS for Section 5 (the "**Section 5 Covenants**") simultaneous herewith, and it is the intent of the Declarant that this Supplementary Declaration and the Section 5 Covenants shall supplement and update the Original Covenants and Bylaws and that this Supplementary Declaration and the Section 5 Covenants shall control where in conflict, if in conflict, with any provisions in the Original Covenants and Bylaws.

3. The Property to be made a part of and maintained by the St. James Park Homeowners Association, Inc. shall be all Common Areas as set forth in the final plat of Section 5, including but not limited to the following:

- A. Block A;
- B. Block B;
- C. Block C;
- D. The Southern Star pipeline easement, to the extent it covers land outside of platted residential lots;
- E. The temporary access road as noted on Note 9 of the Final Plat document of Section 5;
- F. The drainage flume utility and drainage easements along the boundaries of lots 1 and 2 and lots 11 and 12 in Block 5;
- G. Any other common areas as undertaken through maintenance and management by the Association.

4. The Declarant may, but shall not be obligated to, at its cost and at its discretion as to design and qualities and quantities, construct entryways, improvements, and landscaping in the Common Areas of the St. James Section 5 Addition. The Association will have the obligation forth upkeep and maintenance of the entry walls, landscaping and other improvements in the Common Areas of the Property.

5. **Declarant reserves the right to award and/or approve any and all Contracts relating to the repair, maintenance or upkeep of any common areas within the Property. The payment for the same however shall be at the cost of the Association. Such right mentioned above shall continue until all lots within the Property and all subsequent sections of St. James Park development have been sold or conveyed to new purchasers. Further, Declarant shall have the right, in Declarant's sole discretion, to assign such rights granted herein to any other parties.**

6. The owners of the Property hereby annexed into the St. James Park Homeowners Association, Inc. shall be obligated to pay assessments for the Common Expenses and maintenance of the Common Areas. The annual assessments shall be paid as follows:

- A. Declarant: \$25 per lot;
- B. As to all parties receiving initial title from Declarant and until a Certificate of Occupancy is issued by the City of Norman on such respective lot: \$150 per lot. No Homeowners Association letter fee shall be charged to the first homeowner of a lot;
- C. Upon the issuance of a Certificate of Occupancy by the City of Norman, the Owner shall pay the sum of \$300 per lot, subject to adjustments.

7. The date for the initial assessment set forth above shall be July 1, 2015. Assessments shall be prorated for the year in which title to the lot is acquired from the Declarant.

8. Class A and Class B membership shall be the same in the new annexed additions, and shall vote on all issues based on the original voting percentages/ratios set forth in the original Declaration for St. James Park Addition Section 1 and St. James Park Addition Section 2. Class A Members shall have one (1) vote per Lot. The Class B Member shall have ten (10) votes per Lot for all of the Lots in the St. James Park additions. As new sections of St. James Park are annexed into the Association, the Lot count and voting rights of the Class B Member shall be increased by the number of Lots in subsequent phases.

9. In the event any common area, or any areas annexed herein to be taken care of by the Association, must be mowed, repaired or maintained by the City of Norman, upon appropriate written notice to the Association at the address set forth below, shall have the right to file a lien against such property for the cost thereof, the same of which shall be paid for by the Association.

10. The address for which the City of Norman may send notices of any areas that need to be mowed or maintained shall be as follows:

ST. JAMES PARK HOMEOWNERS ASSOCIATION, INC.
c/o Don Cervi
770 West Rock Creek Road, Suite 103
Norman, Oklahoma 73069

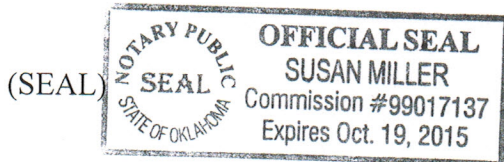
This document dated as of the hereinafter reflected acknowledgment.

St. James Park, L.L.C.,
an Oklahoma Limited Liability Company

Anthony K. Mirzaie
By: Anthony K. Mirzaie, Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me on this 12th day of January, 2015 by Anthony K. Mirzaie, Manager of St. James Park, L.L.C., an Oklahoma Limited Liability Company, by and on behalf of said Limited Liability Company.



Susan Miller
Notary Public

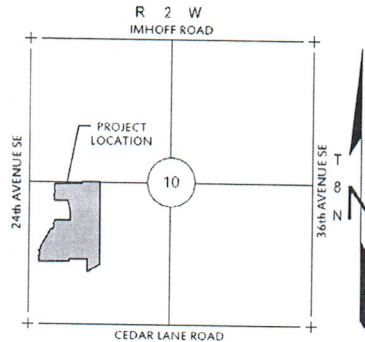
My Commission Expires: October 19, 2015

Commission No.: 99017137

EXHIBIT A

The Property as was approved as a final plat by the City of Norman:

FINAL PLAT
OF
**ST. JAMES PARK
SECTION 5**
A PART OF THE SW/4 OF SECTION 10, T8N, R2W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



A tract of land situate within a portion of the Southwest Quarter (SW4) of Section Ten (10), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian (I.M.), Norman, Cleveland County, Oklahoma; being more particularly described as follows:

COMMENCING at the Southwest corner of said SW/4 at a brass cap found in place; thence N00°05'20"W along the West line of said SW/4 a distance of 1014.22 feet; thence S89°54'40"E a distance of 1095.23 feet to the POINT OF BEGINNING; thence N 00° 30' 08" E a distance of 198.07 feet to a point on a curve to the right; thence 23.63 feet along the arc of said curve having a radius of 53.00 feet, subtended by a chord of 23.44 feet which bears N 18° 40' 59" W; thence S89°32'09"W a distance of 338.63 feet; thence S00°27'51"E a distance of 39.97 feet; thence S89°32'09"W a distance of 551.21 feet to a point on the East line of ST. JAMES PARK SECTION 3, according to the recorded plat thereof; thence along said East line the following Twenty-two (22) courses:

1. N 06° 48' 41" W a distance of 87.33 feet to a point on a curve to the right; thence
2. 8.58 feet along the arc of said curve having a radius of 239.12 feet, subtended by a chord of 8.58 feet which bears N 06° 02' 11" W; thence
3. N 43° 21' 20" E a distance of 34.62 feet; thence
4. N 04° 21' 24" E a distance of 50.18 feet; thence
5. N 39° 27' 34" W a distance of 31.47 feet to a point on a curve to the right; thence
6. 84.01 feet along the arc of said curve having a radius of 299.16 feet, subtended by a chord of 83.73 feet which bears N 21° 57' 07" E; thence
7. N 29° 58' 26" E a distance of 368.84 feet; thence
8. N 74° 58' 26" E a distance of 35.36 feet; thence
9. N 29° 16' 17" E a distance of 50.00 feet; thence
10. N 17° 08' 00" W a distance of 36.63 feet to a point on a curve to the left; thence

11. 82.57 feet along the arc of said curve having a radius of 510.00 feet, subtended by a chord of 82.48 feet which bears N 19° 43' 02" E; thence
12. N 89° 32' 22" E a distance of 273.93 feet; thence
13. N 00° 27' 38" W a distance of 155.85 feet; thence
14. N 11° 27' 34" W a distance of 200.42 feet; thence
15. S 89° 58' 26" W a distance of 249.86 feet; thence
16. N 11° 27' 34" W a distance of 43.99 feet to a point of curvature to the right; thence
17. 39.91 feet along the arc of said curve having a radius of 200.00 feet, subtended by a chord of 39.84 feet which bears N 05° 44' 34" W; thence
18. N 00° 01' 34" W a distance of 27.48 feet; thence
19. N 44° 58' 26" E a distance of 35.36 feet; thence
20. N 00° 01' 34" W a distance of 50.00 feet; thence
21. S 89° 58' 26" W a distance of 15.15 feet; thence
22. N 00° 01' 34" W a distance of 125.39 feet to a point on the exterior boundary line of ST. JAMES PARK SECTION 2, according to the recorded plat thereof; thence along said line the following Two (2) courses:
 1. N 89° 52' 39" E a distance of 511.32 feet; thence
 2. N 11° 27' 34" W a distance of 34.00 feet to a point on the South line of ST JAMES PARK SECTION 1, according to the recorded plat thereof; thence S89°29'31"E along and projecting Eastward said South line, a distance of 331.41 feet; thence S00°22'56"E a distance of 1500.79 feet to a point on the North line of CEDAR LAKES ESTATES, according to the recorded plat thereof; thence S59°58'26"W along said North line a distance of 252.09 feet to the POINT OF BEGINNING;

Said tract contains 1,233,524 Square Feet or 28.32 Acres more or less.

