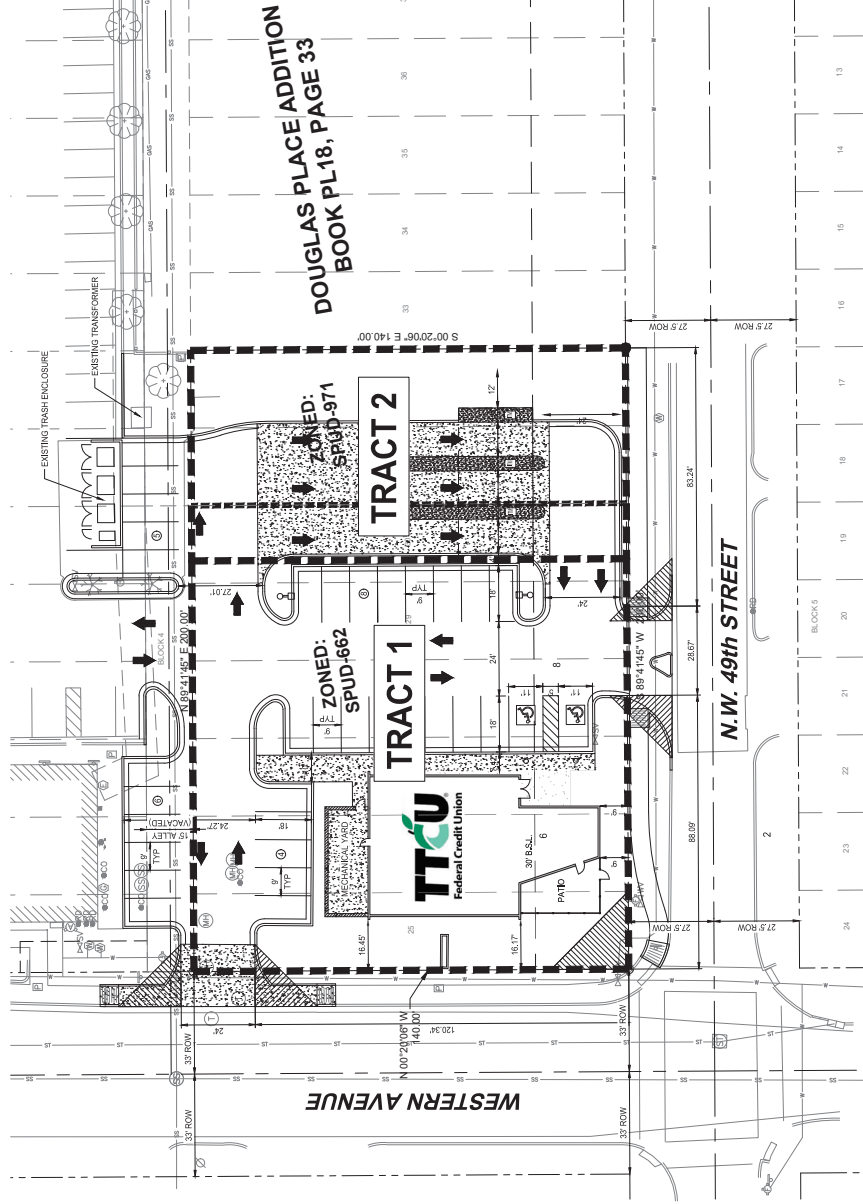


NAME: SITE PLAN WITH EXISTING ZONING
DATE: 04/19/2021

TTCU
OKLAHOMA CITY
NORTHEAST QUADRANT OF N.W. 49TH
ST. AND WESTERN AVE.
OKLAHOMA CITY, OK 73118

SHEET
EXHIBIT B



DOUGLAS PLACE ADDITION
BOOK PL 18, PAGE 33

GRAPHIC SCALE
1 inch = 20' ft
0 20' 40'

LOT SIZE	28,000 S.F. ±
	0.6428 AC. ±
FACILITY DATA	
	BUILDING - 2,775 S.F. ±
	PATIO - 353 S.F. ±
	MECHANICAL YARD - 490 S.F. ±
	ITM - 3 EACH
PARKING	
	PARKING SPACES - 31
	ADA SPACES - 2
	TOTAL SPACES - 33
STACKING	
	STACKING FEET - 121'
	STACKING PER LANE = 5

TCU
OKLAHOMA CITY

NORTHEAST QUADRANT OF N.W. 49TH
ST. AND WESTERN AVE.
OKLAHOMA CITY, OK 73118

NAME:
SITE PLAN

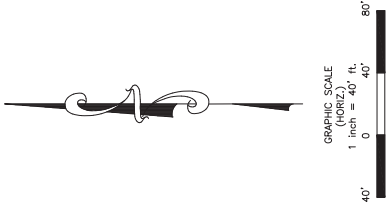
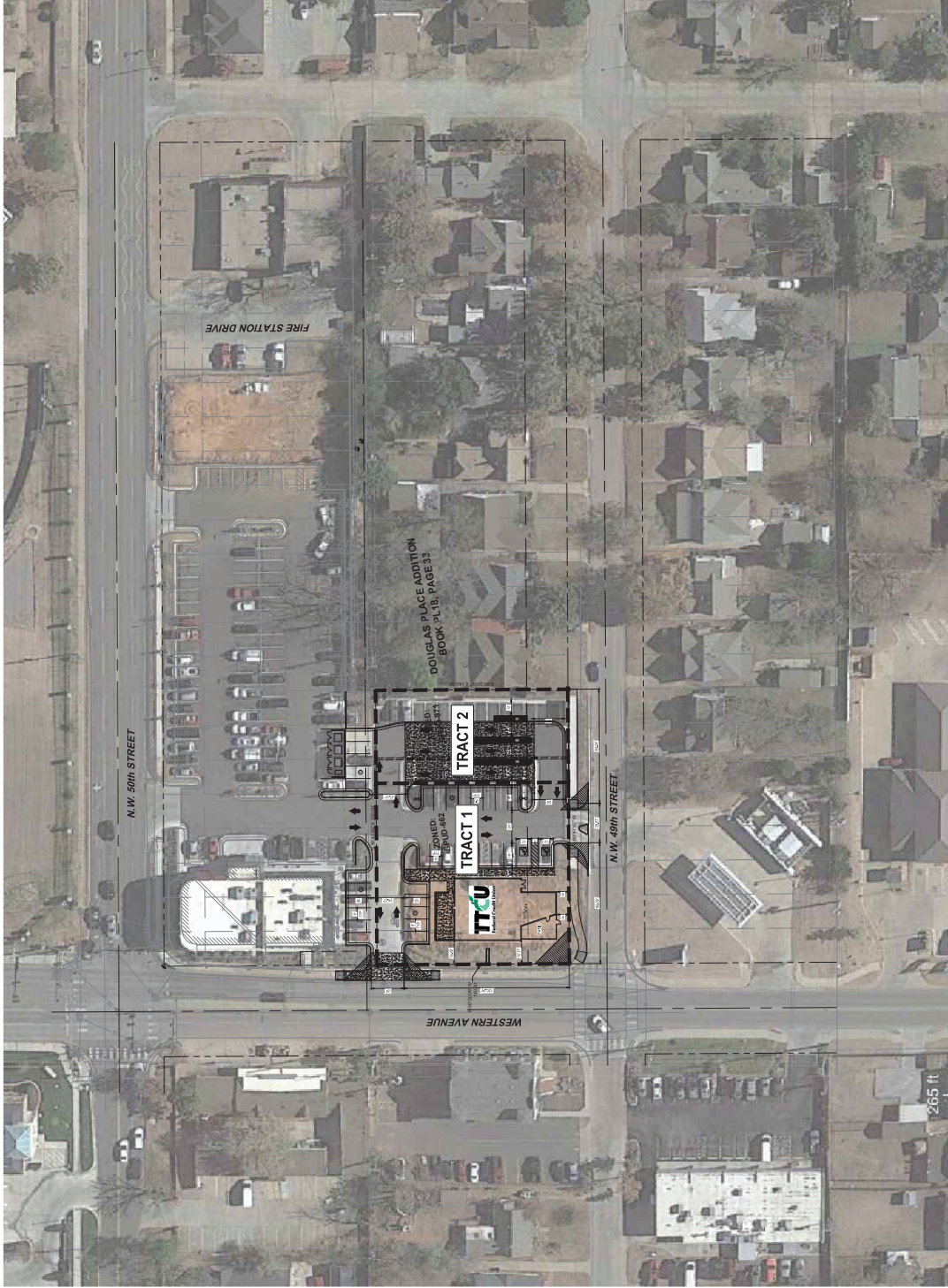
DATE: 04/19/2021

TCU
Federal Credit Union

cowen
CONSTRUCTION

CYNTERGY

SHEET
EXHIBIT C



TTCU
OKLAHOMA CITY

NORTHEAST QUADRANT OF N.W. 49TH
ST. AND WESTERN AVE.
OKLAHOMA CITY, OK 73118

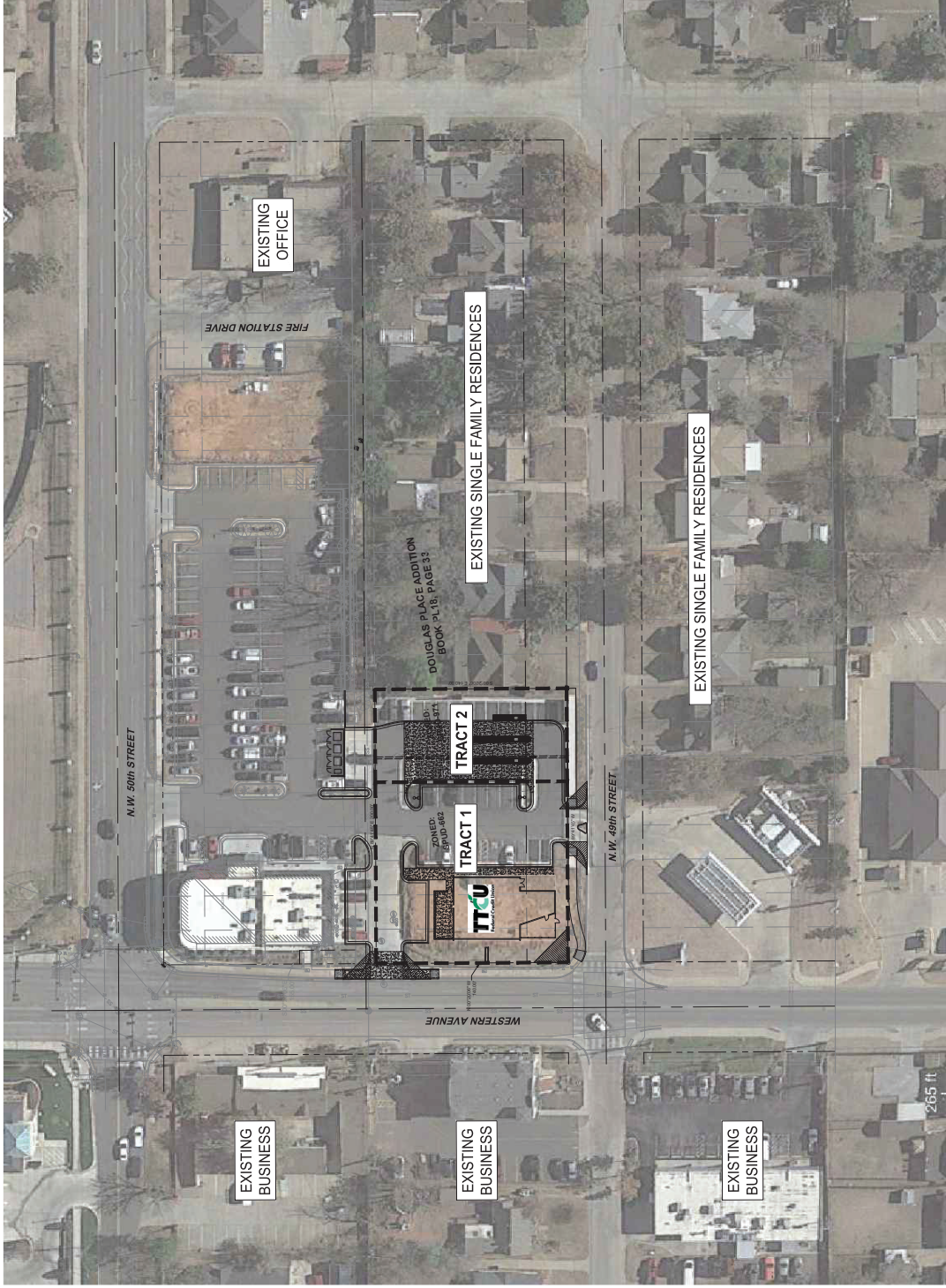
NAME: OVERALL SITE PLAN WITH AERIAL

DATE: 04/19/2021



SHEET
EXHIBIT D





TTCU
OKLAHOMA CITY

NORTHEAST QUADRANT OF N.W. 49TH
ST. AND WESTERN AVE.
OKLAHOMA CITY, OK 73118

NAME: **OVERALL PROPERTY LINE PLAN WITH AERIAL**

DATE: 04/19/2021



SHEET
EXHIBIT E





NOTE: LANDSCAPING
IS CONCEPTUAL IN
NATURE

TTCU OKC BRANCH
OKLAHOMA CITY, OK
04/19/2021

TTCU
Federal Credit Union



cowen
CONSTRUCTION



CYNERGY



TTCU OKC BRANCH
OKLAHOMA CITY, OK
04/19/2021



Exhibit F-



TCU OKC BRANCH
OKLAHOMA CITY, OK
04/19/2021



CYNERGY

Exhibit F-



TCU OKC BRANCH
OKLAHOMA CITY, OK
04/19/2021



CYNERGY

Exhibit F-



TTCU OKC BRANCH
OKLAHOMA CITY, OK
04/19/2021



Exhibit F-



TCU OKC BRANCH
OKLAHOMA CITY, OK
04/19/2021



cowen
CONSTRUCTION



Exhibit F-



TTCU OKC BRANCH
OKLAHOMA CITY, OK
04/19/2021



Return to:

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION (the "Declaration") is made this 2nd day of August, 2019, by Western50 Redevelopment LLC, an Oklahoma limited liability company ("Western50") and L & M Hideaway Properties, L.L.C., an Oklahoma limited liability company ("Hideaway"). Western50 and Hideaway each own portions of the Property, as defined herein. and are collectively referred to herein as "Declarant".

RECITALS:

A. This Declaration relates to a retail center located at the intersection of Western Avenue and NW 50th Street in Oklahoma City, Oklahoma County, Oklahoma, which real property is specifically described on Exhibit A and depicted on Exhibit B, both attached hereto and made a part hereof (the "Property").

B. Exhibit B attached hereto also shows the breakdown of the Property into three (3) subparcels, as follows: (a) the "Corner Parcel", which is owned by Hideaway and has been developed as a Hideaway Pizza location, (b) the "South Parcel", located to the south of the Corner Parcel and currently undeveloped, and (c) the "East Parcel", located to the east of the Corner Parcel and currently undeveloped. Western50 is the current owner of the South Parcel and the East Parcel.

C. In order to provide for the organized development, use and enjoyment of the Property, the parties hereto desire to impose upon the Property mutually beneficial covenants, restrictions and easements for the benefit of the Property and the present and future owners of any portion thereof (each an "Owner" and collectively "Owners") and their lessees, employees, contractors, patrons, customers, clients and invitees.

NOW THEREFORE, Declarant hereby declares that the Property and any portion thereof shall be held, sold and conveyed subject to the covenants, restrictions and easements contained herein, which are for the purpose of protecting the value and desirability of the Property and which shall run with the title to the real property subjected to this Declaration and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1. Ingress and Egress; Cross Parking.

1.1 Declarant hereby grants and conveys to each Owner and its respective successors, assigns, mortgagees, employees, agents, customers, licensees, invitees and lessees (including, without limitation, the sublessees, employees, customers, agents and invitees of such lessees) a permanent, non-exclusive easement over, upon, through and across those portions of the Property from time to time improved as driveways, sidewalks and parking areas for purposes of (i) providing a continuous, safe and effective means of pedestrian and vehicular ingress and egress to (and from) the Property or any portion thereof from (and to) Western Avenue, Northwest 50th Street and Northwest 49th Street, and (ii) parking vehicles in connection with their use of the Property or any portion thereof.

1.2 No Owner will substantially modify the driveways or parking areas located on the parcel owned by it after initial development is completed without the consent of the other Owners. Each Owner, and its successors and assigns, shall use commercially reasonable efforts to cause its respective tenants, employees, patrons, customers, clients and invitees to use the parking spaces located on such Owner's property as the primary parking areas for each such Owner, and utilize the parking spaces located on the adjacent parcels owned by other Owners as "overflow" parking only, on a periodic (as opposed to a daily or constant basis), to ensure that each Owner has the priority right to utilize the parking spaces located on such Owner's property as necessary to satisfy applicable regulatory requirements and the ordinary course needs associated with the improvements located on each such Owner's property.

2. Maintenance – Parking Areas/Drive Isle.

2.1 Each Owner and its respective successors and assigns shall be solely responsible for the expense of maintenance, repair and replacement of all driveways, sidewalks and parking areas located on the portion of the Property owned by such Owner. Each Owner will be obligated to keep all such areas located on the portion of the Property owned by it in good condition and repair, both in terms of functionality and general aesthetics.

2.2 If any Owner breaches any of the foregoing obligations (the "Defaulting Owner"), then Declarant and/or (if Declarant fails to timely commence enforcement of this Declaration) any other Owner (each, a "Non-Defaulting Owner") may give the Defaulting Owner written notice of the breach, in which event the Defaulting Owner shall have fifteen (15) days after the delivery of such notice to commence performance of the Defaulting Owner's obligations and thereafter to diligently perform and complete the same. If the Defaulting Owner fails to commence performance of its maintenance or other obligations within such fifteen (15) day period and to thereafter diligently perform the same, then the Non-Defaulting Owner may, but shall not be obligated to, commence and perform such obligations for and on behalf of the Defaulting Owner, in which event all of the reasonable costs and expenses incurred by the Non-Defaulting Owner in curing the

Defaulting Owner's default shall be paid by the Defaulting Owner to the Non-Defaulting Owner within thirty (30) days after the Defaulting Owner's receipt of written evidence confirming payment of such expenses by the Non-Defaulting Owner. Notwithstanding the foregoing, the Non-Defaulting Owner may perform the maintenance or other obligations of the Defaulting Owner hereunder for and on behalf of the Defaulting Owner upon reasonable prior notice (taking into account the circumstances) in the event of an emergency or the occurrence of material damage that impairs the Non-Defaulting Owner's ability to operate on the Non-Defaulting Owner's parcel, in which event the reasonable costs and expenses incurred by the Non-Defaulting Owner shall also be paid by the Defaulting Owner to the Non-Defaulting Owner within thirty (30) days after the Defaulting Owner's receipt of written evidence of the payment of such expenses. If the Defaulting Owner fails or refuses to pay the costs and expense incurred by the Non-Defaulting owner as provided above, the Non-Defaulting Owner shall be entitled to recover 125% of all costs incurred from the Defaulting Owner, together with interest at the rate of 1.5% per month on any amounts not paid within thirty (30) days of the Defaulting Owner's receipt of the initial demand for payment and reasonable supporting documentations showing all costs and expenses actually incurred.

3. Shared Lighting/Dumpster Area. The parties acknowledge that (a) the utility charges associated with the lighting for the parking areas located on all parcels are not separately metered and are included in the monthly charges paid by the owner of the Corner Parcel, and (b) the dumpster area located on the Corner Parcel will be made available for use by the other Owners. Consequently, the owner of the Corner Parcel is authorized to pay all such utility charges and all trash removal charges, and collect (a) one-third of the applicable charges from the owner of the South Parcel after the South Parcel is developed, and (b) one-third of the applicable charges from the owner of the East Parcel after the East Parcel is developed. All Owners agree that the monthly charge payable by each of the owner of the South Parcel and the owner of the East Parcel with respect to the utility charges associated with the parking area lighting will be \$50 per month, provided that if and to the extent the owner of the Corner Parcel obtains evidence that the actual utility charges associated with such lighting is greater than \$150 per month, it will have the right to provide such evidence to the other Owners and the referenced payment amounts will be adjusted accordingly.

4. Permanent Signage. All free-standing signs located on any part of the Property (specifically excluding permanent signage installed directly on a building located on any parcel in compliance with all applicable City of Oklahoma rules and regulations) shall conform to such design guidelines and rules and regulations as may be agreed to by the Owners from time to time.

5. Temporary Events and Signage. No outside events, storage or operations of any kind shall be permitted upon any parcel, provided that temporary and short term special events may be held by an Owner provided that such Owner gives reasonable advance notice to the other Owners of such events and works in good faith with the other Owners to minimize any inconvenience to such other Owners. Any temporary signs or banners, inflatables and/or other signage of a temporary nature shall conform to guidelines, rules and regulations as may be agreed to by all Owners from time to time.

6. Maintenance of Owner Improvements. Each Owner shall maintain, clean, repair and replace and keep in good operating order and condition at all times all improvements located on the parcel owned by such Owner. Such responsibility shall include, but is not limited to, the following:

- a. removing all litter, trash, refuse and waste (and, to the extent applicable, maintenance of all grease traps in good order);
- b. watering landscaped areas;
- c. keeping exterior lighting and maintenance facilities in proper working order;
- d. keeping landscaped areas alive, free of weeds and attractive;
- e. keeping parking areas, driveways, fire lanes, curbs and other paved surfaces in good repair and free of potholes, excessive cracks and other unpermitted obstructions pursuant to Section 2 above;
- f. complying with all governmental health and police requirements;
- g. repairing of exterior damage to improvements and signage; and
- h. snow and ice removal from the parking areas, driveways and other paved surfaces sidewalks and areas located on the parcel owned by such Owner.

7. Use Restrictions. The Property shall only be used for purposes of the kind typically found in retail shopping areas, including, but not limited to, retail shops, restaurants and light office use. In addition, the following specific uses shall not be permitted on the Property unless consented to in advance in writing by all Owners: (a) any retail liquor store (provided that such prohibition will not prevent convenience stores or other stores where alcohol sales do not make up a majority of total sales), or any business selling or exhibiting cannabis, or electronic cigarettes or E-cigarette devices that vaporize a flavored liquid, or that sells synthetic cannabinoids or designer drugs that are chemically different from the chemicals in cannabis but are marketed as K2, Spice or herbal incense or herbal smoking blends, or any so called "head shop"; (b) a tavern, bar, nightclub, discotheque or any other establishment selling alcoholic beverages for on-premises consumption (provided, however, the foregoing shall not prohibit the operation of a restaurant and the sale of alcoholic beverages therein incidental to the serving of food); (c) any business selling or exhibiting pornographic materials, including any adult film video stores or any other adult entertainment uses, or any tattoo or body piercing parlor, or any massage parlor; (d) any pawn shops or other operations whose primary business is making short-term consumer loans including "pay-day" or "title" loans; provided, however, this prohibition shall not apply to retail banking, credit unions, mortgage loan, investment services or similar operations; (e) any drug or alcohol addiction counseling operations, including any related housing or rehabilitation facilities, or domestic violence shelters, or any operation whose primary business is blood or plasma donations, or any pregnancy termination clinic or similar medical facility; and/or (f) any casino, bingo parlor, church or synagogue or other place of worship, any school, flea market, bowling alley, game room, funeral home, theater, or any small animal hospital or kennel.

←
Credit unions

7.1 In addition, unless and until the existing pizza use on the Corner Parcel is permanently discontinued, neither the South Parcel or the East Parcel will be used for any business where ready-to-eat pizza is offered for sale. In addition, unless and until the contemplated credit union use on the South Parcel is permanently discontinued, neither the Corner Parcel or the East Parcel will be used as a bank or credit union location. The Owners of the Corner Parcel and the South Parcel also agree to work in good faith to extend similar protection to the business initially operated on the East Parcel.

8. Quiet Enjoyment. Every Owner and occupant of any parcel, their tenants, licensees and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Property and their respective operations on the parcel owned by such Owner, and any violation thereof and may be considered a violation of this Declaration. All portions of each parcel outside of enclosed structures shall be kept in a clean and tidy condition at all times, and nothing shall be done, maintained, stored or kept outside of enclosed structures which causes an unclean, unhealthy or untidy condition to exist or is obnoxious to the senses. Nothing shall be done or maintained on any part of a parcel which emits foul or obnoxious odors, fumes, dust, smoke or pollution or which creates noise, unreasonable risk of fire or explosion, or other conditions which tend to disturb the peace, quiet, safety, comfort or serenity of the employees, occupants, guests, tenants and invitees of other Owners. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of adjacent properties or ordinary course operations of the other Owners.

9. East Parcel Zoning. The parties acknowledge that the owner of the East Parcel may elect to rezone its parcel, and the remaining Owners agree that they will not object to any such rezoning request, provided that the owner of the East Parcel and its successors and assigns remain in full compliance with the terms and provisions of this Declaration.

10. Provisions Run with the Land. The covenants, restrictions and easements herein created and the other rights, benefits, duties and obligations created and established herein shall be deemed to run with the land and inure to the benefit of the respective successors and assigns of the Property or any portion thereof. No rights created or arising pursuant hereto can be released, terminated, modified, supplemented, amended or waived except pursuant to an instrument in writing executed by the record owners of the Property.

11. Remedies; Attorney Fees. Subject to the specific remedy for a failure to maintain ingress, egress and parking improvements in Section 2.2 above, in the event any party fails to comply with any provision of this instrument as and when required hereunder, and shall continue to fail to comply within fifteen (15) days of written notice of such failure to comply, any non-defaulting Owner shall have the right to pursue any remedy available to it under law or equity. Notwithstanding the foregoing, it is acknowledged and agreed that remedies at law may be inadequate to protect against a breach of this instrument and, therefore, if there is a breach or threatened breach, any non-defaulting Owner shall be entitled to seek an injunction or order for the specific enforcement hereof. The prevailing party in any resulting litigation shall be entitled to recover its litigation expenses, to include reasonable attorneys' fees.

12. Not a Public Easement. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever, it being the intention of the Declarant that this Declaration be for the exclusive benefit of the Owners and their lessees, employees, contractors, patrons, customers, clients and invitees and that nothing herein, express or implied, shall confer upon any other party or person any rights or remedies under or by reason of this instrument.

[Signature pages follow]

**SIGNATURE PAGE
TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Covenants, Restrictions and Easements as of the date reflected above.

WESTERN50 REDEVELOPMENT LLC, an
Oklahoma limited liability company

By: _____

William C. Mee, Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

SS:

The foregoing instrument was acknowledged before me this 1st day of August, 2019, by William C. Mee as the Manager of Western50 Redevelopment LLC, an Oklahoma limited liability company.



Kellee Hall
Notary Public
My Commission No.
My Commission Expires:

**SIGNATURE PAGE
TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Covenants, Restrictions and Easements as of the date reflected above.

L & M HIDEAWAY PROPERTIES, L.L.C.

By:

Name:

Title:

BRETT M. MURPHY
MANAGER

ACKNOWLEDGMENT

STATE OF OKLAHOMA)

SS:

COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 15th day of August, 2019, by BRETT M. MURPHY as the Manager of L & M Hideaway Properties, L.L.C., an Oklahoma limited liability company.

Ashton Motil
Notary Public

My Commission No. 16006877

My Commission Expires: July 18, 2020

ASHTON MOTIL
Notary Public, State of Oklahoma
Commission # 16006877
My Commission Expires July 18, 2020

**MORTGAGEE CONSENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

As of the date of this Declaration, the Corner Parcel is subject to one or more mortgages ("Mortgage") in favor of MidFirst Bank ("Mortgagee"). Mortgagee, for itself and its successors and assigns, approves and consents to the Declaration, and agrees that the Mortgage shall be subject to and subordinate to the Declaration and the easements, covenants, restrictions and agreements contained therein, and further agrees that any foreclosure or enforcement of any other remedy available to Mortgagee under the Mortgage will not render void or otherwise impair the validity or effectiveness of the Declaration; provided, however, that this subordination shall not be applicable to any liens or assessments created or arising under the terms of the Declaration and the Mortgage will be prior and superior to any liens or assessments created or arising under the terms of the Declaration. The execution of this Consent by Mortgagee shall not be deemed or construed to create any partnership or joint venture relationship, nor shall anything contained herein be deemed to impose upon Mortgagee any of the liabilities, duties or obligations of its borrower under the Declaration.

MIDFIRST BANK

By:

Name:

Title:

[Signature]
Kevin M. Lackner
Senior Vice President

ACKNOWLEDGMENT

STATE OF OKLAHOMA)

SS:

COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 15th day of August, 2019, by Kevin Lackner as the SVP of MidFirst Bank.

[Signature]

Notary Public

My Commission No. 09004903

My Commission Expires: 06-10-2021



EXHIBIT A

A tract of land being a part of the Northwest Quarter (NW/4) of Section Sixteen (16), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being all of Lots Eight (8) through Thirty-two (32) and the West 5.00 feet of Lot Seven (7) Block Four (4) and all of that part of the East/West Alley in Block Four (4) lying between Lots Nineteen (19) through Twenty-four (24) and Lots Twenty-five (25) through Thirty (30) as shown on the recorded plat DOUGLAS PLACE ADDITION, being more particularly described as follows:

Beginning at the Northwest (NW) Corner of said Block Four (4), said point being the POINT OF BEGINNING:

THENCE North 89°41'45" East, along and with the North line of said Block Four (4), a distance of 430.00 feet to a point 5.00 feet East of the Northwest (NW) Corner of said Lot Seven (7);

THENCE South 00°20'06" East, parallel with and 5.00 feet East of the West line of said Lot Seven (7), a distance of 140.00 feet to a point on the North line of said East/West Alley;

THENCE South 89°41'45" West, along and with the North line of said East/West Alley, a distance of 280.00 feet to the Southeast corner of said Lot Nineteen (19);

THENCE South 00°20'06" East, along and with the extended East line of said Lot Nineteen (19), a distance of 15.00 feet to a point on the South line of said East/West Alley, said point being the Northeast (NE) Corner of said Lot 30;

THENCE North 89°41'45" East, along and with the South line of said East/West Alley, a distance of 50.00 feet to the Northeast (NE) Corner of said Lot Thirty-two (32)

THENCE South 00°20'06" East, along and with the East line of said Lot Thirty-two (32), a distance of 140.00 feet to a point on the South line of said Block Four (4);

THENCE South 89°41'45" West, along and with the South line of said Block Four (4), a distance of 200.00 feet to the Southwest (SW) Corner of said Block Four (4);

THENCE North 00°20'06" West, along and with the West line of said Block Four (4), a distance of 295.00 feet to the POINT OF BEGINNING.

