

DECLARATION OF ESTABLISHMENT OF
HOMEOWNERS ASSOCIATION OF
LOST CREEK SECTION TWO

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Cleveland County, OK
Return to: North Fork Dev
6513 Denver Ave
OKC 73150

FA 32⁰⁰

THIS DECLARATION, made by North Fork Development, L.L.C., an Oklahoma Limited Liability Company, hereinafter referred to as DECLARANT.

WHEREAS, Declarant is the owner of all of the following described real property and premises located in Cleveland County, Oklahoma, to-wit:

All of Lost Creek Section Two, being a part of the SW/4 of the Section 7, Township 10 North, Range 2 West of the I.M., Moore, Cleveland County, Oklahoma, according to the recorded plat thereof.

WHEREAS, the plat of said addition reflects certain roads and streets intended for ingress and egress to all lots in said addition, which roads and streets are private, and not dedicated to the public. The undersigned desires to establish an Association for the purpose of repair, maintenance and preservation of such common areas, along with certain other obligations as to the property, to the end that they may be conveniently utilized by the owners of property in said addition and by their tenants, licensees, invitees and guests.

NOW, THEREFORE, the undersigned does hereby grant, convey, and dedicate all easements for utility purposes, along with the roadway areas, which are private, and shown on said plat, over, upon and across the addition for the use and benefit for all owners of land covered by this Declaration. It is specifically understood that said areas shall be kept open and free from obstructions at all times.

THE UNDERSIGNED do hereby declare that all of the property in said addition, as above described, shall be subject to the provisions hereof and said lots shall be held, sold, conveyed and occupied subject to the provisions hereof and the provisions of any restrictive Covenants therefore filed, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the property within said addition and specifically for the care, upkeep, maintenance and continued improvements of said common areas. These Covenants and Restrictions shall run with the real property and be binding on all parties having or acquiring any right, title, interest or estate in and to said property or any part thereof and shall inure to the benefit of each owner thereof. The provisions herein stated as to the said Homeowners Association shall become a part of the Restrictive Covenants

and Conditions applicable to all areas of said addition covered by this Declaration, and shall be enforced by the Association according to the terms thereof, as well as the other provisions of enforcement provided hereunder.

ARTICLE I DEFINITIONS

Section 1.01: The following words, when used in this Declaration or any supplemental Declaration (unless the context shall so prohibit), shall have the following meanings:

- A. "Association" shall mean and refer to Lost Creek Section Two Home Owners Association, Inc., a non-profit corporation.
- B. "Properties" shall mean and refer to all real estate located in Lost Creek Section Two, to Moore, according to the recorded plat thereof.
- C. "Common Areas" shall mean all roadway areas reflected on the plat map of said addition, or any other areas which are controlled by the Association for the common use and enjoyment for the members of the Association.
- D. "Lot" shall mean and refer to any plot of land as shown upon the recorded plat of Lost Creek Section Two, to Moore, Oklahoma, according to the recorded plat thereof.
- E. "Member" shall mean and refer to every person and/or entity who holds membership in the Association.
- F. "Person" and/or "Member" shall mean an individual, a Corporation, Partnership, Association, Trust or other legal entity, or any combination thereof.
- G. "Owner" shall mean and refer to the record owner, whether one or more persons, of a fee simple title to any lot which is, or may become a part of the properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.
- H. "Director" or "Directors" shall be synonymous in describing the executive group governing the Association.
- I. "Declarant" or "Developer" shall mean North Fork Development, L.L.C., an Oklahoma Limited Liability Company, its successors or assigns.

ARTICLE II
MEMBERSHIP, CLASSES OF MEMBERS AND VOTING RIGHTS

2.01: Every person who is a record owner of a fee or undivided interest in a lot in the properties shall be a member of the Association; provided, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member. Ownership of such lot shall be the sole qualification for membership.

Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

2.02: The Association shall have two classes of voting membership:

Class A. Class A Members shall be all owners of lots within the addition covered by this Declaration, with the exception of the Declarant. Class A Members, when a class vote is required, shall vote as a class. Each Class A Member shall be entitled to one vote for each lot in which it holds the interest required for membership by paragraph 2.01 of this Article II. When more than one person holds an interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B: Class B Members shall be the Developer. The Class B Member shall be entitled to three (3) votes for each lot in which Declarant or Developer holds the interest required for membership by paragraph 2.01 of this Article II.

2.03: Each class of members shall be entitled to vote, as a class, only when the proposal to be voted on:

- (a) provides for an increase in the annual assessment as to such class and which proposed assessment requires the approval by the members of the Association pursuant to Article IV hereof;
- (b) provides for special assessments for capital improvements to be assessed;
- (c) provides for the merger, consolidation, liquidation or dissolution of the Association;

(d) provides for the sale of all or substantially all of the assets or properties of the Association; provided, however, that the mortgage, pledge or hypothecation of all or substantially all of the assets or properties of the Association for the purpose of obtaining funds for credit with which to acquire, improve or repair all or any part of such assets or properties of the Association shall not be deemed a sale of all or substantially all of the assets or properties of the Association;

(e) provides for the election of Directors by the Association in accordance with the By-Laws of the Association.

(f) provides for the amendment or modification of this Declaration.

ARTICLE III PROPERTY RIGHTS IN THE COMMON AREAS

3.01: Members Easements of Enjoyment. No member of this Association shall have any right or enjoyment of any common areas, other than a co-equal right to use such areas as are consistent with any other member, it being understood that this Association is being formed solely for the purpose of the upkeep, repair and maintenance of such common areas which primarily is composed of a private roadway within the addition.

3.02: The Association shall control, maintain, repair, manage and improve the common areas as provided in this Declaration and in its By-Laws. If any common areas are located on any respective lot owners' property, the Association shall, at all times, have a perpetual easement and right to enter upon such respective lot owners property for the purpose of the repair, maintenance and upkeep of such common areas, or any other area of an owner's property for the purpose of fulfilling the terms of this Declaration. Such right and power of control and management shall be exclusive.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

4.01: Creation of Lien and Personal Obligation of Assessments. For all owners of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance, is deemed to Covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessment for capital improvements, such assessments to be fixed, and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall

be a continuing lien upon the property against which any such assessment is made, paramount and superior to any homestead or any other exemption provided by law, from the date that such assessment becomes due. Each such assessment, together with such interest, costs, and reasonable attorneys fees incurred in the collection thereof shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien above mentioned arising by reason of such assessment, shall continue to be a charge and lien upon the land as above provided.

4.02: Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties and in particular for the following:

- A. Improvement, care, and maintenance of all roadways within the addition, which are private;
- B. Be responsible for the installation, upkeep, or cost of electricity relating to any street lights that may be installed within the addition;
- C. Be responsible for the payment of any ad valorem taxes that may become due or be assessed against the private roadway areas within the addition;
- D. To do and conduct all other obligations that the members determine should be done, all for the benefit of its members.
- E. The cost of labor, equipment, and materials for the repair and maintenance of all the foregoing purposes;

4.03 Installation and Construction of Common Areas. Developer will be responsible for, at its cost, the initial installation of the private roadways within the addition, which will be privately maintained by the Association.

4.04. Transfer of Private Roadway. Developer shall transfer title to the private roadway areas located within the addition to the Homeowners Association.

ARTICLE V ASSESSMENTS

5.01: Basis and Maximum of Annual Assessments. Starting January 1, 2002, the maximum annual assessment shall be as follows:

Class A Member

\$15 per month

Class B Member

-0-

(a) The annual assessments provided for herein as to Class A Members shall begin on January 1, 2002. At no time shall Class B Members pay any dues. The Association shall, upon request, and within a reasonable time, furnish a Certificate signed by an Officer of the Association setting forth whether all assessments on a specified lot have been paid and if not fully paid, how much on each lot is due but unpaid or due and delinquent. No charge shall be made for such certificate.

(b) From and after January 1, 2002, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(c) From and after January 1, 2002, the maximum annual assessment may be increased above ten percent (10%) provided, that any such increase shall have the assent of a majority of the Class A and Class B Members pursuant to votes cast at a meeting duly called for this purpose, written notice of which, setting out the purpose of the meeting, shall be sent to all members not less than ten (10) nor more than forty (40) days in advance of the meeting.

(d) After consideration of current costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum herein provided.

(e) All assessments shall be due and payable in advance on a semi-annual basis, with the first semi-annual payment being due no later than January 10th of each year, and the second semi-annual payment being due no later than July 10th of each year. If the beginning date of assessments for any owner as set forth herein occurs on any date other than the first of any year, such lot owners assessments for that year will be prorated. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date of the rate of two percent (2%) per month on unpaid balances, (not to exceed any applicable law restricting such interest rate) in addition to any expenses of the Association incurred for extra paperwork or collection procedures involved, including the collection of any attorney's fees relating thereto. The Association may bring an action at

law against the owner personally obligated to pay the same and/or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein. All owners agree that any such action may be brought by the Association in its own name as the real party in interest without each member of the Association being specifically joined therein as Plaintiff or Defendant.

(f) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage filed of record prior to any unpaid assessments. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

(g) The assessments created hereby shall continue so long as there are common areas in the addition, not accepted for maintenance by some governmental authority, and any other area or obligations that the Association desires to continue upkeep thereon.

ARTICLE VI BY-LAWS OF ASSOCIATION

6.01: The purposes for which the Association is formed as hereinabove set forth as well as hereinafter described and shall be governed by the By-Laws, rules and regulations set forth herein or as hereinafter adopted by the Board of Directors of the Association.

6.02: (a) Regular meeting. A regular meeting of the members shall be held by the Association prior to the 10th day of January of each year, commencing with the year 2002, for the purpose of electing a Board of Directors and transacting such other business as may come before the meeting. A Notice of such meeting shall be mailed to each member of the Association, at least ten (10) days prior to the time for holding such meeting.

(b) Special meetings. Except where otherwise prescribed by law or elsewhere in this Declaration, a special meeting of the members may be called any time by the President or by the Board of Directors or by members of the Association having a total of ten (10) collective Class A and Class B Member votes. Notice of each special meeting of the members shall be given. Such notice must state the time and place of the meeting, and the business to be transacted at

the meeting. A copy thereof shall be mailed to each member of the Association, at least ten (10) days prior to the time for holding such meeting.

(c) Place of meeting and quorum. All meetings shall be held in Cleveland County. At such meetings, a majority of members represented by Class A and Class B Member votes, being present in person or represent by proxy, shall constitute a quorum for all purposes, including the election of Directors, except when otherwise provided by law or these Covenants and Restrictions. In the event any member meeting is called, and a quorum as above mentioned is not present, a second meeting may be called upon a subsequent ten (10) day notice. At such meeting, one half (1/2) of the required parties as above mentioned shall constitute a quorum.

ARTICLE VII BOARD OF DIRECTORS

7.01: (a) Members of Board of Directors. The Association powers, business and property, both real and personal, shall be exercised, conducted and controlled by a Board of Directors composed of three (3) members. All Directors shall be members of the Association, or a stockholder or Partner in any entity which is a member of the Association. A Director can also act in the capacity of an officer of the Association.

(b) Election of Directors. The Directors shall be elected annually at the regular meeting of the members of the Association, commencing with the year 2002. A simple majority of the votes of Class A and Class B Members shall be necessary for the election of Directors unless, an initial meeting is called, and a sufficient majority of votes are not present in person or by proxy to elect such Directors, in which case only one third (1/3) of the Class A and Class B Members voting in person or by proxy may conduct and elect such Directors. The initial Directors shall be Jerl Methvin, Jay Blough, and Renita Methvin, and they shall initially hold that capacity until the meeting of members to be held in January, 2002, at which time said parties shall resign. Thereupon, the Association shall elect new Directors.

(c) Vacancies in the Board of Directors. Vacancies in the Board of Directors shall be filled by the other Directors in office and such persons shall hold office until the election of their successor by the members. Any Director who ceases to be a member or who violates any contract with this Association in particular, shall cease to be a member of the Board as soon as a majority of the Board passes a resolution to such effect.

(d) Regular meeting of Directors. In addition to the special meetings mentioned, a regular meeting of the Board of Directors shall be held in Cleveland County, Oklahoma, at such time and place as the Board may direct, but not less than once a year. Regular meetings of the Directors shall be given to each member at least ten (10) days prior to the time set for the meeting, unless specifically waived, and shall immediately follow the regular annual member meetings.

(e) Special meetings of Directors. A special meeting of the Board of Directors shall be held whenever called by the President or by a majority of the Directors. Any and all business may be transacted at a special meeting. Each call for a special meeting shall be in writing, and signed by the person or persons making the same request. The request must be addressed and delivered to the Secretary, and shall state the time and place of such meeting. Special meetings of the Directors shall be given at least ten (10) days prior to the time set for the meeting, unless specifically waived.

(f) Quorum. Two Board Members shall constitute a quorum of the Board at all meetings and the affirmative vote of at least two Directors shall be necessary to pass any resolution or authorize any act of the Board.

(g) Compensation. No member of the Board of Directors shall receive any compensation for their services as a member of the Board.

7.02: Powers of Directors. The Directors shall have the following powers:

(a) To call special meetings of the members when they deem it necessary, and they shall call a meeting at any time upon the collective written request of at least ten (10) of the members or lot owners of the Association.

(b) To appoint and remove at pleasure, all Officers, Agents and employees of the Association, prescribe their duties, fix their compensation and require from them, if they desire, security for faithful service.

(c) To select one or more banks to act as depository of the funds of the Association and determine the manner of receiving, depositing and disbursing the funds in the form of checks and the person or persons by which they will be signed, with power to change such banks and the person or persons signing said checks and the form thereof at will, provided all withdrawals shall require the signature of not less than two (2) Officers of the Association.

(d) To conduct, manage and control the affairs and business of the Association and to make Rules and Regulations for the guidance of the Officers and management of its affairs.

(e) To control, maintain, manage and improve the common areas within the Addition, and to enforce those certain Owner's Certificate, Dedication and Reservations covering the property contained herein recorded in Book 3206, Page 1217, Cleveland County records, and for the enforcement of the maintenance, assessment and the collection thereof against all persons and property liable therefore, as specifically provided in the above mentioned Reservations, and this Declaration. Upon any violation by a lot owner of the above mentioned Covenants and Restrictions, or this Declaration, the Association shall serve a ten (10) day written notice upon the owner by certified mail advising them of the violation. Upon failure of the property owner to comply within such time period, the Association may proceed with injunctive or other relief as may be allowed by law.

7.03: Duties of Board of Directors. It shall be the duties of the Board of Directors:

(a) To keep a complete record of all its acts and of the proceedings of its meetings, and to present a full statement at the regular meetings of the members, showing in detail the condition of the affairs of the Association.

(b) To determine the maintenance assessment or assessments, to collect the same, as well as enforce by legal proceedings, if necessary, the collection of the same against all persons or property liable therefore.

(c) To control, maintain, manage and improve as determined reasonable and necessary for the preservation and upkeep, as well as the natural protection and convenience of all members of the Association, of the common areas within the Addition covered by this Declaration.

(d) To do all other things necessary and incidental to the keeping and carrying out of the purposes, affairs and interest of the Association.

ARTICLE VIII OFFICERS

8.01: Initial and Election of Officers: The Officers shall be elected annually by the Board of Directors at a regular meeting, immediately following annual member meetings, commencing with the year 2002. The Officers of the

Association shall be a President, Vice-President, Secretary-Treasurer. The initial Officers shall be as follows: Jay Blough-President; Jerl Methvin-Vice President; and Renita Methvin-Secretary-Treasurer, and shall hold such position until the directors meeting is held in January, 2002, at which time said parties shall resign. Thereupon, any new Directors shall elect new Officers. All Officers must be members of the Association, or a stockholder or Partner of any entity which is a member of the Association.

8.02: The President. If at any time the President shall be unable to act, the Vice-President shall take his place and perform his duties, and if the Vice-President shall be unable to act, the Board shall appoint a Director to do so. The President or such Vice-President shall:

- (a) Preside over all meetings of the members and Board of Directors.
- (b) Sign, as President, on behalf of the Association, all contracts and instruments which have been first approved by the Board of Directors or the membership of the Association, as may be required by the Declaration and these By-Laws.
- (c) Call the Directors together whenever he deems necessary, and shall have, subject to the advice of the Directors, discretion of the affairs of the Association and generally shall discharge other duties as may be required of him by these By-Laws or by the Board.

8.03: Secretary-Treasurer. It shall be the duty of the Secretary-Treasurer:

- (a) To keep record of the proceedings of the meetings of the Board of Directors and of the members.
- (b) To affix his signature, together with any Association seal, if one is adopted by the Board of Directors, in attestation of all records, contracts, and other papers requiring such seal and/or attestation.
- (c) To keep a proper membership book, showing the name and current addresses of each member of the Association, the number of votes of such member, the date of effective membership, cancellation or transfer.
- (d) To keep a record of all assessment, the names and addresses of the persons liable therefore, as well as a description of the real property against which constitutes a lien and all payments thereof or made thereon.

(e) To receive and deposit all funds of the Association, to be paid out only on checks drawn hereinbefore provided, and account for all receipts, disbursements and balance on hand.

(f) To furnish a bond in such form and in such amount as the Board of Directors may from time to time require.

(g) To discharge such other duties as pertains to his office or may be prescribed by the Board of Directors.

(h) To mail all notices of meetings as required by the By-Laws.

ARTICLE IX AMENDMENTS

9.01: This Declaration and these By-Laws shall be binding on all parties until such time as they may be amended at any regular or special meeting of the members of the Association by a vote of three-fourths (3/4), or seventy-five percent (75%) of the Class A (one vote per lot) and Class B (three votes per lot) members entitled to vote, under the voting rights set forth herein for Class A and Class B Members.

IN WITNESS THEREOF, the undersigned owner has caused this instrument to be executed and acknowledged as of the date of the hereinafter reflected acknowledgments.

DECLARANT

North Fork Development, L.L.C.
an Oklahoma Limited Liability
Company

By: 

Jay Blough, Manager

By: 

Jerl Methvin, Manager

STATE OF OKLAHOMA)
)
COUNTY OF CLEVELAND)

SS.

The foregoing instrument was acknowledged before me this 17th day of October, 2000 by Jay Blough, as Manager of North Fork Development, L.L.C., an Oklahoma Limited Liability Company, by and on behalf of said company.



Amy Barnard
Notary Public

My Commission Expires: _____
6-23-04

STATE OF OKLAHOMA)
)
COUNTY OF CLEVELAND)

SS.

The foregoing instrument was acknowledged before me this 17th day of October, 2000 by Jerl Methvin, as Manager of North Fork Development, L.L.C., Oklahoma Limited Liability Company, by and on behalf of said company.



Amy Barnard
Notary Public

My Commission Expires: _____
6-23-01

OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS

FA 2200

KNOW ALL MEN BY THESE PRESENTS:

Doc#: R 2000 38489
Bk&Pg: RB 3206 1217-1224
Filed: 10-17-2000 BLR
04:44:16 PM RT
Cleveland County, OK

NORTH FORK DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, hereby certifies that it is the owner of, and the only person or entity having any right, title or interest in and to the following described real property and premises located in Cleveland County, Oklahoma, to-wit:

All of Lost Creek Section Two, being a part of the SW/4 of the Section 7, Township 10 North, Range 2 West of the I.M., Moore, Cleveland County, Oklahoma, according to the recorded plat thereof.

Said party further certifies that it has caused said property above mentioned to be surveyed into blocks, lots, streets and avenues, and have caused a plat to be made of said tract showing accurate dimensions of lots, rights-of-way, widths of streets and reserves for utilities, and alleys. Said party hereby dedicates to public use all of the streets and avenues in such sub-division, and reserves easements for installation maintenance and utilities, and for drainage within such sub-division, as shown by the recorded plat thereof.

Return to : North Fork Dev.
6513 Danvers Lane
OKC 73150

Protective Covenants

For the purpose of providing an orderly development of the entire tract above described, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of said parties and their successors in title to such subdivision, they hereby impose the following restrictions, covenants and reservations, to which it shall be incumbent upon successors in title to adhere.

1. All lots in such subdivision are hereby reserved exclusively for use as single family attached dwellings, and no structure shall ever be erected, altered, placed or permitted to remain on said lots other than single family attached dwellings not to exceed two (2) stories in height. Each dwelling must have a minimum of at least a three (3) car attached garage for each dwelling.

2. No building shall ever be erected, placed or altered on any building plots within the subdivision until the building plans, specifications and plot plans showing the location of such buildings as to design colors, materials, finishes, roofing design, and conformity and harmony of external design with existing structures, and the finished grade elevation, have been approved in writing by Jerl Methvin or Jay Blough, or by a representative designated by them. In the event Jerl Methvin or Jay Blough, or their designated representatives, fail to approve, within thirty (30) days, any plans or specifications submitted to him, then and in such event, approval will not be required and this covenant shall be deemed to have been fully observed and complied with. Such committee member, nor his designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

3. Reserves for installation and maintenance of public utilities are reserved as shown on the recorded plat. Within these areas, no structure, planting or other materials shall be placed or permitted to remain thereon which may damage or interfere with the installation and/or maintenance of such utility areas, or which may change the direction of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each lot and all improvements permitted therein shall be maintained continuously by the owner of the lot affected thereby, except those improvements for which a public authority or utility company may be responsible. All small drainage channels, emergency overflows, and other swells which are important to abutting properties, but are not a part of the drainage systems maintained by a public authority or utility company, shall be the Property Owners responsibility and it shall be the responsibility of the property owner to: (A) Keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swales to get whether they be in the easements or contained in the individual property owners lot, and (B) To provide continuance maintenance of the improvements and easements or of the channels or swales except for improvements for which a public authority utility company is responsible, and (C) Each lot owner must maintain and leave in place any drainage ditches on their property, and further, each lot owner with a creek on or adjoining their property must keep such drainage areas open and clear of obstructions.

4. The ground floor area of the main structure, exclusive of covered and opened porches and garage, on all lots within such subdivision shall not be less than 1800 square feet, for a one story dwelling, or less than 1400 square feet on the ground floor for a dwelling of more than one story, and the total living space for any dwelling until shall not be less than 1,800 square feet.

5. As to foundations, all residences must be built with a footing and stem wall construction. Pier and grade beam construction shall not be allowed. Further, all exterior brick, rock, or allowed wood construction, placed on the residence shall run all the way to the ground, and no stem wall shall be exposed. As to all fireplace flues, or chimneys on interior of premises, and protruding through roof line, the same shall may be enclosed with wood or vinyl exterior. As to all fireplace flues, or chimneys that are on the exterior of the premises, and that may or may not be protruding through the roof line, the same shall be enclosed with brick or rock exterior.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently. Under no circumstances shall any garage on any home be converted to living or other uses.

7. The following provisions shall be applicable to all out buildings:

i. They shall be new construction;

ii. They must have concrete floors;

iii. They must conform as to roof pitch, construction and roofing material as the residence to built on, or located on each lot. Provided however, a new steel type building may be built as an outbuilding. However, as to any such building, the same must be approved by Jerl Methvin or Jay Blough, or a representative appointed by them;

iiii. All such out buildings must be located behind the front line of any house built on any lot.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for a commercial purpose.

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square foot for advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sale.

10. All residences shall be of new construction, and no residence (new or used) may be moved from another area into the subdivision. Mobile homes of any

kind, shall not be allowed to be placed or parked, either permanently or temporarily on any lot.

11. No business, trade or activity shall be carried upon any residential lot. No noxious or offensive activity shall be carried upon a lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

12. No building shall be located on any lot nearer to the front lot line, or nearer to any side street line than the minimum building set back line shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than 50 ft. to the front, (notwithstanding the fact that the plat map provides for a front 35 ft. minimum building set back line) or more than 125 ft. from the front (except cul-de-sac lots), and rear 20 ft. minimum building set back line. All garages must face the side or back of a residence. As to corner lots, the home may be facing either corner, so long as compliance is made with the terms with these covenants and restrictions. All driveways must be made of concrete.

13. No truck, pickup truck, bus, commercial vehicle, or recreational vehicle of any kind exceeding 1 (one) ton shall be parked or permitted to remain on the driveway of, or street adjacent to, any residential plot In this subdivision, except for such period of time as may be absolutely necessary in order to pick up or deliver materials, or to do work or make repairs on the property. It is the intent of this requirement that the owners and occupants of residential buildings in the subdivision shall not use the property upon which they reside, or streets adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle. Further, no truck, automobile, pickup truck, bus, commercial vehicle, boat, or recreational vehicle of any kind shall be allowed to remain on any street adjacent to such lot.

14. Driveways shall not be used for storage for such items as recreational vehicles, boats, trailers, campers lumber, etc. Furthermore, such items, including vehicles of any kind, if stored on the premises, shall be done inside a storage building or placed behind a fence so as not to be seen from any portion of this subdivision other than the lot on which it is parked, and shall be on a concrete surface. However, as to any lots that contain more than two acres, the owners thereof must still comply with the above, except that portion regarding concrete surface storage.

15. No lot contained in any block of the subdivision as reflected by the plat map on file shall contain more than one single family residence. It is the intent of this covenant to prevent the resubdivision of any lots within this addition in any

manner whatsoever which would result in the construction of more houses than allowed by City Ordinances.

16. No fencing shall be installed on the front portion of any lot within this subdivision between the front lot boundary line and the front line of the residence building line. In addition, all fencing shall be stockade, brick, or rock, or other type approved by Jerl Methvin or Jay Blough. Further provided, all fencing done on the front portion of any property between residences and side lot lines on any corner lot facing a street must be of stockade, brick, or rock. In addition, all remaining fencing areas on any lot not set forth above may be composed of brick, rock, stockade, or chain link fencing, with the exception of any acreage containing more than two acres. Any lots containing more than two acres may, in addition, use pipe and cable fencing for the remaining areas of such lots.

17. All utility services to any lot within the subdivision shall be underground. In addition, no window type air conditioners shall be installed in any premises.

18. Notwithstanding any provision contained herein, all owners of any lot within the addition must comply with all Moore, Oklahoma Ordinances relating to this addition.

19. Prior to a residence being occupied the builder or owner of the property must, at their cost, install complete grass sodding on the front portion of any lot between the front lot boundary line and the front of the residence, including any corner lot between the property line and the side of a house or minimum building set back line.

20. All lot owners shall continuously maintain landscaping with respect to each of their lots, such as mowing of lawn, planting and maintaining of shrubs and trees. In the event any grass or weeds exceed 6 inches in height the City of Moore will be notified, will mow the same, and bill such mowing to each property owner.

21. At such time as any portion of any unit is painted, or stained, either initially or at a later date, the same shall be in such a color as to harmonize with the existing structures within the addition at all times.

22. Any ham radio antenna placed on a lot shall be located so as to not be seen from the front of the property, and so long as it is not more than ten feet higher than the top of any outbuilding. Any television antenna must be located in the attic of any home. As to any satellite antenna, only one 18 inch satellite antenna may be allowed.