

HICKORY FOREST DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE VII GENERAL PROVISIONS

Section 7.01 ADMENDMENT AND DURATION.

The covenants and restrictions of this DECLARATION shall run with and bind the land for a term of twenty (20) years from the date this DECLARATION is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This DECLARATION may be amended during the first twenty (20) years by an instrument signed by not less than seventy-five percent (75%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

Section 7.02 ENFORCEMENT AND NON-WAIVER.

A. RIGHT OF ENFORCEMENT. Should the owner and/or tenant of any lot or lots in HICKORY FOREST, violate any of the restrictive covenants or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein, after reasonable notice, any lot owner in HICKORY FOREST, may institute legal proceedings to enjoin, abate or correct such violations and the owner of the lot and lot permitting the violation of such restrictions or conditions shall pay all attorney fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, said attorney fees to be fixed by the court, and it is further agreed that the amount of said attorney fees, court costs, and other expenses allowed and assessed by the court, for the aforesaid violation, or violations, shall become a lien upon the land, as the date legal proceedings are originally instituted and said lien shall be subject to foreclosure in such action, so brought to enforce such restrictions, in the same manner as liens upon real estate, the procedure as to which is fixed by statute.

B. VIOLATIONS AND NUISANCE. Every act or omission whereby a covenant, condition or restriction of the HICKORY FOREST RESTRICTIONS is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by DECLARANT, or an OWNER or OWNERS. However, any other provision to the contrary notwithstanding, only DECLARANT or its duly authorized agent, may enforce by self-help any covenant, condition or restriction herein set forth.

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C. VIOLATION OF LAW. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property with HICKORY FOREST is hereby declared to be a violation of HICKORY FOREST RESTRICTIONS and subject to any and all of the enforcement procedures herein set forth.

D. REMEDIES CUMULATIVE. Each remedy provided by the HICKORY FOREST RESTRICTIONS is cumulative and not exclusive.

E. SEVERABILITY OR NON-WAIVER. The failure to enforce the provisions of any covenant, condition or restriction contained in the HICKORY FOREST RESTRICTIONS shall not constitute a waiver of any right to enforce any such provision or any other provision of said RESTRICTIONS.

Section 7.03 CONDEMNATION OF COMMON AREA

If at any time all or any portion of the Common Area, or any interest therein, be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain the entire award in condemnation shall be paid to the holder or holders of the fee title to such areas as their interest may appear. Any such award to the ASSOCIATION shall be deposited into the Operating Fund. No OWNER shall be entitled to any portion of such award, and no OWNER shall be entitled to participate as a party, or otherwise in any proceedings relating to such condemnation, such right of participation being herein reserved exclusively to the ASSOCIATION or holder of the fee title which shall, in its name alone, represent the interest of all OWNERS to the extent such OWNERS have any interest.

Section 7.04 OBLIGATIONS OF OWNERS

No OWNER may avoid the burdens or obligations imposed on him by the HICKORY FOREST RESTRICTIONS through alleged non-enjoyment of the Common Area or by abandonment of his lot. Upon the conveyance, sale, assignment or other transfer of a lot to a new OWNER, the transferring OWNER shall not be liable for any assessments levied with respect to such lot after the date of such transfer, and no person, after the termination of his status as an OWNER and prior to his again becoming an OWNER, shall incur any of the obligations or enjoy any of the benefits of any OWNER under the HICKORY FOREST RESTRICTIONS.

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Section 7.05

DELIVERY OF NOTICES AND DOCUMENTS

Any notice or other document relating to or required by the HICKORY FOREST RESTRICTIONS may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered two (2) days on which there is regular mail delivery after a copy of same has been deposited in the United States Mail, postage prepaid, addressed as follows: to the ASSOCIATION or the ARCHITECTURAL COMMITTEE, 10851 S.E. 68th Street, Oklahoma City, Oklahoma 73150, provided, however, that such address may be changed by the ASSOCIATION by filing a notice of change of address with the Secretary of the ASSOCIATION and with the DECLARANT, and by an OWNER, the ARCHITECTURAL COMMITTEE or DECLARANT by notice in writing be delivered to the ASSOCIATION.

Section 7.06

DESIGNATION OF SUCCESSOR DECLARANT

MOORE REAL ESTATE DEVELOPMENT, INC., DECLARANT herein, may, at any time, designate any individual or entity as its successor in the development of HICKORY FOREST and for all purposes of this DECLARATION by filing such designation with the Secretary of the ASSOCIATION. "DECLARANT" shall thereafter mean and refer to the successor so designated, whether or not such successor acquires more than one undeveloped lot for the purpose of development and annexation to HICKORY FOREST.

Section 7.07

CONSTRUCTION AND SEVERABILITY; SINGULAR AND PLURAL; TITLES.

A. RESTRICTIONS CONSTRUED TOGETHER. All the covenants, conditions and restrictions of the HICKORY FOREST RESTRICTIONS shall be liberally construed together to promote and effectuate the fundamental concepts of HICKORY FOREST, as set forth in the preamble of the DECLARATION.

B. RESTRICTIONS SEVERABLE. Notwithstanding the provisions of Paragraph A above, the covenants, conditions and restrictions of the HICKORY FOREST RESTRICTIONS shall be deemed independent and severable, and the invalidity of any provision or portion thereof shall not affect the validity or enforcement of any other provision.

C. SINGULAR INCLUDES PLURAL. The singular shall include the plural and the plural, the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine, and neuter, as the context requires.

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D. CAPTIONS. All captions or titles used in the HICKORY FOREST RESTRICTIONS are intended solely for convenience or reference and shall not affect that which is set forth in any of the terms or provisions of said RESTRICTIONS.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand and seal this 25th day of April, 1995.

MOORE REAL ESTATE DEVELOPMENT, INC.

Jeff Moore, President

Attest:

Shelly Moore, Secretary

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)SS:
COUNTY OF OKLAHOMA)

Acknowledged before me this 25th day of April, 1995, by Jeff Moore, President of Moore Real Estate Development, Inc., on behalf of the corporation.

My Commission Expires: _____

Notary Public