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Mindy Crawford
First American Title & Trust Co.
133 N.W. 8th St.
Oklahoma City, OK 73102
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TITLE OF DOCUMENT: DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
EXECUTION DATE: MAY 25, 2004
GRANTOR: FIRST AMERICAN TITLE & TRUST CO., TRUSTEE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)
Oklahoma Statute 1997 Supplement Title 19 Section 298.B

First American Title & Trust Company
133 N. W. 8th
Oklahoma City, OK 73102
Mindy

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16/43

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

GLENHURST
SECTION 3

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned FIRST AMERICAN TITLE & TRUST COMPANY, Trustee, which is an Oklahoma Corporation organized and existing under and by virtue of the laws of the State of Oklahoma for convenience hereinafter referred to as "OWNER" or "DEVELOPER", does hereby certify that it is the owner and the only corporation, partnership or partnerships, person or persons, having a right, title or interest in all of the land embraced and included in GLENHURST, SECTION 3, now plotted into lots, blocks, streets and easements, as shown on the recorded plat of GLENHURST - SECTION 3, in the office of the County Clerk of Oklahoma County, Oklahoma.

For the purpose of providing an orderly development of all the lots and blocks included in the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of itself, and its successors in title to the aforesaid lots, the Owner does hereby impose the following restrictions and reservations on the entire plat of GLENHURST - SECTION 3 to which shall be incumbent upon its successors in title to adhere, and any corporation or corporations, partnership or partnerships, person or persons, hereafter becoming the owner or owners either directly or through any subsequent transfers or in any manner whatsoever, of any lots, block or blocks included in GLENHURST - SECTION 3 shall take hold or convey the same, subject to the following restrictions and reservations, to wit:

THIS DECLARATION, made on the date hereinafter set forth by COYLE-MASHBURN DEVELOPMENT, L.L.C., hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, FIRST AMERICAN TITLE & TRUST COMPANY, Trustee, is the Owner of certain property in Oklahoma City, Oklahoma County, State of Oklahoma, which is more particularly described as:

Glenhurst Section 2, being a part of the NW/4, of Section 22, Township 13 North
Range 4 West, I.M. as shown on the recorded plat thereof.

And Whereas, it is the purpose of this Declaration to cause said real property to be surveyed and platted, in stages, under the name of "GLENHURST" as a residential sub-division.

And Whereas, Owner desires to provide for the preservation of the value, upkeep, maintenance, improvement and administration of the community and all improvements now and existing and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereinafter created.

And Whereas, there has been incorporated under the laws of the State of Oklahoma, as a non-profit corporation, an entity to be known as Glenhurst Home Owners Association, Inc., for the purpose of exercising the aforementioned functions.

NOW THEREFORE, "OWNER" hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Glenhurst Homeowners' Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more person or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 5. "Declarant" shall mean and refer to Coyle-Mashburn Development, L.L.C. Ltd., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Common Areas" shall mean all real property, whether improved or unimproved, owned, leased, or controlled by the Association for the common use and enjoyment of members of the Association.

Section 7. "Corner Lot" shall mean any lot, which abuts other than at its rear line upon more than one street or Common Area.

Section 8. "Street" shall mean any street, lane, drive, boulevard, court, circle, road, place, manor or terrace as shown on the recorded plat.

Section 9. "Member" shall mean and refer to every person and or entity that holds a membership in the Association, by owning a Lot.

Section 10. "Building Limit Line" shall mean the line so designated on the recorded plat.

Section 11. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 12. "Fences" shall mean the following where the context so indicates.

1. "Adjoining Fences" shall refer to two or more separate fences which adjoin and are exposed to the public view.
2. "Public Fence" is any fence adjacent to, abutting upon or bordering public parks, public areas or common areas dedicated to the public or the Association.
3. "Privacy Fence" any fence that is site proof.
4. "Lake Fence" In the event that any fence is constructed on a lake lot (lots one (1), through twelve (12), Block thirteen (13), including fencing on side yards, said fence shall be specifically constructed of ornamental iron no higher than four (4') feet in accordance with the plans and specifications shown on EXHIBIT "A" (page 14) attached hereto. All rear yard fences must be constructed on the rear property line. This is to keep the fencing around the lake consistent in an even line from yard to yard. The purpose of this provision is to provide an open area affect around the lake. While landscaping is encouraged, no landscaping shall be permitted for site proofing purposes.

Section 13. "Frontage" or "Fronts" shall mean the direction or way the major elevation of the house or structure erected on a lot shall face.

Section 14. "Glenhurst" shall mean the residential sub-division developed as a part of the NW/4 of Section Twenty Two (22), Township Thirteen (13) North, Range Four (4) West of the I.M., Oklahoma City, Oklahoma County, Oklahoma.

ARTICLE II FUTURE INTENT

Section 1. Although this Declaration includes only the real property described in Article III hereof, the Declarant has filed a previous Declaration for Section 1 and Section 2 of Glenhurst and it is the intention of the Declarant to cause additional Declarations to be filed with respect to the remainder of GLENHURST, which additional Declarations will be complementary in concept to this Declaration, and which future Declarations will provide for the addition of owners in such other areas as members of the Association. During its existence, the Association will include as members, every owner within GLENHURST. Each member of the Association will be subject to its Articles of Incorporation, By-Laws, rules and regulations as from time to time established and or amended.

Section 2. If within Twenty (20) years of the date of incorporation of the Association, the Declarant should develop additional lands within the NW/4 of Section Twenty Two (22), such additional may be annexed to GLENHURST without the consent of the members.

ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is, and shall be held, transferred, sold, conveyed and occupied, subject to the Declaration is located in the City of Oklahoma City, Oklahoma County, State of Oklahoma, and is more particularly described as follows:

Glenhurst

Oklahoma City, Oklahoma

A tract of Land located in the Northwest Quarter (NW/4) of Section Twenty Two (22), Township Thirteen North (T-13-N), Range Four West (R-4-W), of the Indian Meridian (I.M.), Oklahoma City, Oklahoma County, being more fully described as follows:

Beginning at the Northeast Corner of said NW/4; Thence South 00 20'38" East along the east line of said NW/4 a distance of 661.74 feet to the Point of Beginning; Thence continuing South 00 20'38" East along said east line a distance of 852.50 feet; Thence South 89 42'44" West a distance of 120.00 feet; Thence North 00 20'38" West a distance of 3.22 feet to a point on a curve to the left, with a central angle of 01 05'55", a radius of 575.00 feet, a chord bearing a distance of North 00 53'36" West 11.03 feet, thence along said curve a distance of 11.03 feet; Thence South 89 42'44" West a distance of 1041.58 feet to a point on a curve to the left, with a central angle of 07 00'52", a radius of 225.00 feet, a chord bearing a distance of South 03 14'12" West 27.53 feet, thence along said curve a distance of 27.55 feet; Thence South 00 16'14" East a distance of 139.02 feet; Thence South 89 43'46" West a distance of 50.00 feet; Thence North 45 16'14" West a distance of 35.36 feet; Thence South 89 43'46" West a distance of 272.29 feet to a point on the northeast corner of Lot 6, Block 6 of Glenhurst Section 2; Thence North 00 16'14" West a distance of 50.00 feet; Thence North 00 16'23" West a distance of 397.82 feet to a point on a curve to the right, with a central angle of 58 46'24" a radius of 275.00 feet, a chord bearing and distance of North 28 56'57" East 269.88 feet, thence along said curve a distance of 282.09 feet; Thence North 31 39'51" West a distance of 170.00 feet to a point around a curve to the right, with a central angle of 03 15'54", a radius of 445.00 feet, a chord bearing and distance of North 59 58'05" East 25.35 feet, thence along said curve a distance of 25.36 feet; Thence North 21 41'03" East a distance of 37.43 feet; to a point on a curve to the right, with a central angle of 18 32'34", a radius of 365.00 feet, a chord bearing and distance of North 09 33'33" West 117.61 feet, thence along said curve a distance of 118.13 feet; Thence North 00 17'16" W a distance of 19.56 feet; Thence North 89 42'44" East a distance of 263.93 feet; Thence South 85 02'20" East a distance of 136.64 feet; Thence North 84 27'29" East a distance of 136.50 feet; Thence North 89 42'44" East a distance of 743.00 feet; Thence South 00 17'16" East a distance of 51.74 feet; Thence North 89 42'44" East a distance of 50.00 feet; Thence North 00 17'16" West a distance of 51.74 feet; Thence North 89 42'44" East a distance of 50.00 feet; Thence North 00 17'16" West a distance of 20.00 feet; Thence North 89 42'44" East a distance of 120.46 feet to the Point of Beginning, said tract containing 30.4010 acres more or less.

ARTICLE IV

MANDATORY MEMBERSHIP IN HOME OWNERS ASSOCIATION;
COMMENCEMENT OF DUES; LIENS

Section 1. **Membership.** Every person who is a record owner of a fee or undivided interest in any single-family residential Lot covered by this Declaration and any future Declaration covering all or any part of the Association, including contract Sellers, shall be a mandatory member of the Glenhurst Home Owners Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment, by the Association. Ownership of such Lot shall be the sole qualification for membership. The Certificate of Incorporation of the Association has been properly filed at the Secretary of State. All information pertaining to the Association is contained in either the Certificate of Incorporation or the By-Laws of the Glenhurst Home Owners Association. These documents are available upon request from the Declarant.

Section 2. **Commencement of Dues.** The obligation to pay dues to the Association shall commence when a lot is sold by the builder to the initial homeowner of the lot.

Section 3. **Creation of the Lien and Personal Obligation of Assessments:** The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay all assessments properly charged by the Association. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, pursuant and superior to any homestead or other exemption provided by law, which lien may be enforced by the Association and may be foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages and deeds of trust, with or without the power of sale. Each such assessment, together with interest, costs, and reasonable attorney's fees, 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 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 provided.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. **Architectural Committee.** The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in it review of plans, specifications, plot plans, color schemes and materials or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of the proposed structure, the materials of which it is to be build, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. No building shall be erected, placed or altered on any lot located in the above described Addition until after the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in said subdivision, and as to location of the building with respect to topography and finished ground elevation, and with respect to side lot and front building set back lines, by a majority of an Architectural Committee composed of J.W. Mashburn, Richard N. Coyle, and Carter Foree or their duly authorized representative or representatives or successors. In the case of the death or resignation of any member or members of said

committee, the Declarant shall have the authority to appoint successor members to the above named committee to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member or members, shall have the same authority hereunder as their predecessors to approve or disapprove such design or location as above set forth. If the aforesaid committee, their authorized representatives or successors fails to approve or disapprove such design and location within thirty (30) days after building plans, building specifications, and plot plan have been submitted to them such approval shall be deemed granted and this covenant shall be deemed to have been fully complied with. In the event that building plans, specifications, and plot plan showing the location of such building are not submitted prior to construction, then owner of the Lot is in violation of this covenant and it shall not be deemed to have been waived by the fact that the Owner does not object to a particular violation prior to completion or construction. The owner may at any time after completion of construction bring an action requiring the lot owner to comply with all restrictions herein contained. The Architectural Committee shall be authorized to grant a waiver from any restriction herein contained. The Architectural Committee shall not be liable for any waiver granted or any approval, disapproval or failure to respond to a particular request. A majority of the Architectural Committee may, in its discretion, waive in whole or in part any of the restrictions, provided such waiver is obtained in writing in advance of construction.

Section 2. Fees: No fee shall ever be charged by the Architectural Committee or by the Association for the review specified in Section 1 or for any waiver or consent provided for herein.

Section 3. Proceeding With Work: Upon receipt of approval as provided in Section 1, the Owner shall, as soon as is practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one (1) year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 1 of this Article.

ARTICLE VI LAND CLASSIFICATION, PERMITTED USES, AND RESTRICTIONS

Section 1. Land Classification: All Lots within the existing property are hereby classified as single-family Lots, i.e., each such Lot shall be used exclusively for single-family residential purposes and for the exclusive use and benefit of the Owner thereof; provided, however, that with the written approval of the Developer, one (1) or more Lots or one (1) Lot and a part of a second Lot may be combined in to a Plot. In no case, however, shall a residence ever be built upon a tract consisting of less than an entire Lot, nor more than one (1) residence on any Lot or Plot. No gainful occupation, profession, business, trade or other nonresidential activity shall be conducted on any Lot or in any residence or detached structure located thereon. Nothing therein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all the terms and provisions hereof, and to the rules.

Section 2. Building Restrictions:

- (a) **Minimum Residence Size.** No residence which contains less than 2,200 square feet, exclusive of basements, open porches, attached carports, attached garages, and detached structures shall be built on any Lot.
- (b) **Maximum Residence Height.** No residence which contains more than two (2) stories shall be built on any Lot, provided, however, that the ground floor of the main structure of any two-story residence shall contain not less than 1,800 square feet.
- (c) **Materials.** A minimum of eighty five percent (85%) of the actual exterior walls of the residential building and attached or detached garage measured from the ground level up to the equivalent of the first floor ceiling (excluding all exterior doors, windows, and garage doors), must be constructed of brick, brick veneer, stone, stone veneer or other masonry. Notwithstanding the proceeding sentence, 100% of the exterior of any fireplace shall be constructed of brick, brick veneer or other masonry.
- (d) **Roof Pitch.** All homes shall have a minimum nine (9)-pitch roof.
- (e) **Roofing Materials.** Roofs will be constructed using composition shingles. Said shingles shall meet the appropriate minimum criteria shown below.

Composition Roofs - All composition roofs shall be constructed using no less than grade A 40 year shingles together with manufactured ridges (Dura ridge, Z Ridge, Timberline4x or an equivalent product) and W-Valleys (with a colored baked - on finish). The color of the shingles shall be restricted to the weathered wood color sold by the manufacturer. The shingles shall be Class A fire resistant and Class A wind resistant and must be laminated.
- (f) **Foundations.** All houses must be constructed with dug footing foundations that permit brick to come all the way to the ground on all sides of the house without exposing the stem wall in any area.
- (g) **Garages.** Every single-family residential site will have a private garage for not less than two (2) cars, but not more than three (3) cars. Garages must be at least two (2) cars wide and may be attached to, detached from or built within a residence.
- (h) **Driveways.** The width of the driveway in so far as its capacity to park cars side by side shall not exceed the number of cars to be parked in the garage i.e., the width of the driveway cannot be for three cars if the garage is a two-car garage.
- (i) **Address Block.** Each home in GLENHURST - SECTION 2 must have a cast stone "Address Block" placed either on the mailbox or front of the home.
- (j) **Landscaping & Trees.** All builders must provide a least one (1) tree at least two and one-fourth (2 1/4") inches caliber measured six (6") inches from the ground level, in the area between the building line and street right-of-way. Corner Lots must have two (2) trees, one (1) on each street. Trees may be either deciduous or evergreen variety. If any tree dies, the property owner must replace it within thirty (30) days or the Declarant may replant the tree(s) and be entitled to reimbursement therefore.

The Declarant shall have the right to enter onto the property for the purpose of replanting. If the Declarant is not reimbursed, The Declarant may file evidence thereof of record as a lien against the property and foreclose such lien as allowed by law for the foreclosure of liens generally. All builders must Landscape the front yards with appropriate shrubs and plantings that are customary and usual for homes in Glenhurst.

- (k) **Building Limit Setbacks.** No residential building, or any part thereof, shall ever be located nearer to the front lot line, or nearer to the side street lot line, than the minimum building setback lines shown on the recorded plat of GLENHURST - SECTION 3, and identified thereon as "B.L.L.". There shall be a minimum side yard setback of Five (5), feet on one side and Five (5), feet on the other side provided, however, that where the whole or parts of two or more adjoining lots are used for a single residential building site, then the aforesaid side lot line restrictions shall not apply on the two or more, sides of said lots, and in lieu thereof, shall apply to the exterior side boundary line of the actual residential building site used. To ensure compliance with the afore-mentioned side yard setback restrictions as a precaution to any violation thereof, any person, partnership, or corporation building a residential building on any Lot in GLENHURST - SECTION 3 shall build no closer than ten (10) feet (measured from exterior to exterior) to any main residential buildings which might exist or be under construction on the lots adjacent to the lot on which the main residential building is to be placed. Should there be any unintentional violation of building setback lines or side yard building lines, no person, partnership, corporation owning property in GLENHURST - SECTION 3 shall object or protest to the party guilty of said violation seeking a variance from Oklahoma City Board of Adjustment. For the purpose of the covenants (in this paragraph), chimneys, bay windows, eaves, steps, patios, open porches, fences, driveways, or walkways, shall not be considered as a part of the residential building, provided, however, that this shall not be construed to permit any portion of a residential building on a lot and/or building site. Further more, no detached garage or other out building shall be permitted in the easements reserved for utilities and shown on the recorded plat of GLENHURST - SECTION 3.
- (l) **Surface Drainage.** Each lot shall drain in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation, and from public streets and easements. No lot owner shall construct or permit to be constructed, any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner, and the City of Oklahoma City.
- (m) **Signs, Billboards and Detached Structures.** No signs or billboards will be permitted upon any Lot except signs advertising the sale or rental of a Lot or Lots which do not exceed five (5) square feet in area; provided, however, that this restriction shall not apply to the Declarant.

No Detached Structures shall be allowed on any Lot which (a) does not correspond in style and architecture to the residence to which it is appurtenant, or (b) is more than one (1) story in height.

For the purpose of this restriction, small tool or storage sheds of less than 121 square foot floor area and 6 foot 6 inch ridge height may be maintained within rear yard areas provided such rear yard is enclosed with an approved 6-foot high sight-proof fence. The storage building must be built of the same type building and roofing material that is used in the home. Storage buildings do not have to be bricked.

- (n) **Grading and Excavation.** No building or other structure shall be constructed or maintained upon any Lot, which would in anyway impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement. Any such interference, encroachment, alteration, disturbance or damage due to the negligence of an Owner or his agents, contractors, or representatives will be the responsibility of such Owner, and the owner of the line, pipe, wire or easement may effect all necessary repairs and charge the cost of the same to such Owner.
- (o) **Moving Existing Buildings Onto a Lot Prohibited.** No existing, erected house or Detached Structure may be moved onto any Lot from another location.
- (p) **Construction Period.** Upon commencement of excavation for the construction of a residence, the work must thereafter be continuous, unless the Architectural Committee in writing approves a delay. If a delay of more than ninety (90) days occurs without the Architectural Committee's Consent, which will not be unreasonably withheld, the Declarant (unless the Declarant is no longer an Owner and then the Association) may, but shall not be obligated to, complete such construction, at the Owner's sole cost and expense. No construction shall occur on any Sunday or on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving or Christmas Day.
- (q) **Utilities:** The Owner of each Lot shall provide the required facilities to receive electric service and telephone service leading from the sources of supply to any improvements erected on such Lot by means of underground service conductors installed, owned and maintained by the Owner in accordance with plans and specifications furnished by the suppliers of such services. No Owner shall demand or require the furnishing of such services through or from overhead wiring facilities so long as underground distribution systems are available. If gas is used in the residence then the gas line must be stubbed out within the first third of the home.
- (r) **Sidewalks.** Sidewalks shall be constructed on each Lot. Sidewalks shall be seven foot (7') behind the curb and four foot (4') wide. The homeowner shall be responsible for the maintenance of the sidewalk after any warranties have expired.
- (s) **Mail Boxes.** Mail Boxes shall be constructed of brick or stone and shall be maintained by the homeowner.

- (t) Real Estate Sales, Management and Construction Offices may with the prior written consent of the Declarant, be erected, maintained and operated on any Lot or in any building structure now or hereafter erected on any Lot provided the offices are used solely in connection with the development of the Property or the construction of improvements on the Property, or the management, rental or sale of any part or the Property, or of improvements now or hereafter erected thereon and shall be removed upon completion of sales or construction as the case may be.

Section 3. General Restrictions:

- (a) **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in GLENHURST - SECTION 3, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Under no conditions shall a Pit Bull dog be kept even temporarily on any lot in GLENHURST - SECTION 3.
- (b) **Storage of Building Materials.** No building material of any kind or character shall be placed or stored upon the property line of the Lot upon which the improvements are to be erected and shall not be placed in the Streets or between the curb and the property line.
- (c) **Vacant Lots.** No trash, ashes or other refuse may be thrown or dumped on any vacant Lot. Each Owner of a vacant Lot is required to keep such Lot in presentable condition or the Association may, at its discretion, mow such Lot, trim trees, remove trash or refuse and, if necessary, and regardless of whether annual maintenance assessments have by then commenced, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as if provided elsewhere herein with respect to other assessments.
- (d) **Nuisance.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.
- (e) **Storage Tanks.** No tank for the storage of oil, water, or other fluids, or any other substance regardless of nature, may be maintained above the ground and outside an authorized structure on any of the Lots without the consent in writing of the Architectural Committee.
- (f) **Boats, Trailers and Vehicles: Temporary Residences.** Boats, trailers or other vehicles, except mobile homes, which are not normally used as every day transportation may be kept on the premises provided that they are totally concealed from the streets and are not visible from any other lot located in GLENHURST. Any vehicle that is not driven daily may not be parked in the driveway or in front of the residence. If a residence has a two-car garage then it cannot have more than two vehicles parked in the driveway overnight, a residence with a three-car garage can have no more than three vehicles parked in the driveway overnight. Commercial vehicles, except for pickup trucks, are prohibited. Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence except during the construction period and then only by a workman or watchman. No garage or

outbuilding on any Lot shall be used as a residence or living quarters except by servants engaged on the premises. Garages may not be converted to any other use.

- (g) Maintenance of Lawns and Plantings on Lots. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on his Lot, to the curb lines, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Each Owner shall replace any plantings, which have been installed on his lot that may die with equal or like plantings. Each owner shall replace any trees in the street right-of-way, installed by the Declarant or Builder that may die with trees only of the exact species and caliper measured six (6) inches from the ground level as those originally installed by the Declarant or Builder.
- (h) Repair of Buildings and Improvements. No building or improvement upon any Lot shall be permitted to fall into disrepair, but shall at all times be kept in good condition and repair and adequately painted or otherwise finished.
- (i) Garbage, Trash Containers and Collections. All garbage so disposable shall be disposed of in a kitchen sink appliance installed for the purpose by each Owner in his residence. All other refuse, including lawn and garden clippings and trash, shall be kept in containers. In no event shall such containers be maintained so as to be Visible From Streets or Neighboring Property except to make them available for collection, and then only for the shortest time reasonably necessary to effect such collection.
- (j) Clothes Drying Facilities. No outside clothes drying or airing facility shall be Visible From Streets or Neighboring Property.
- (k) Tree houses, Platforms and Antennae. No tree houses, platforms in trees, play towers or other similar structures, or radio or television antennae shall be Visible from Neighboring Property.
- (l) Fences. The Declarant in advance of its installation must approve all fencing of the following types.
 - (a) Public Fence
 - (b) Any fence proposed to extend beyond the front of any building structure.
 - (c) Adjoining Fence
 - (d) Any Fence over Six (6') in height.
 - (e) All fences fronting the street.
 - (f) All corner Lots.
 - (g) Lots One through Ten (1-10), Block Twelve (12) SHALL NOT have a Privacy fence along the rear of the Lot. Fencing is encouraged, but must be approved by the Declarant.
 - (h) Lake Fence.
- (m) Easements. The Declarant reserves the right to locate, construct, erect, and maintain, or cause to be located, constructed, erected and maintained in and on the plat as easements, sewer, and other pipelines, conduits, poles, wires and other methods of conducting or performing any quasi-public utility or function above or

beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

- (n) **Satellite Receiving Dishes and other Antennas.** Satellite receiving dishes shall be allowed provided that they are not visible from passing cars or from any other lot located in GLENHURST. Neither shall radio or television antennas are visible from neighboring property. Small DSS Disks can be installed on the fireplace so long as the disk does not protrude above the fireplace Chimney Chase.
- (o) **Basketball Goals.** Permanently installed Basketball goals are not permitted. Basketballs goals if used must be portable and kept in the garage when not in use.

Section 4. Variances: As to any Lot, the limitations and restrictions of Sections 1 through 3 of this Article may be waived or modified by the Declarant, to the extent permitted by law, upon written application made in advance by the Owner seeking a variance, as to which the judgment of the Declarant shall be conclusive; provided, however, that if the Declarant fails to approve or disapprove such application within thirty (30) days after its receipt, the application shall be deemed approved.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any suit brought hereunder, the plaintiff(s) shall be entitled to recover reasonable attorneys' fees, together with the costs of the action.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 3. Amendment: 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) year period by an instrument signed by not less than ninety percent (90%) 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. Notwithstanding the foregoing, these restrictions may be amended unilaterally by the Declarant for as long as the Declarant owns any lots provided that such amendment is consistent with the basic plan for development.

Section 4. Additions to Existing Property: Additional lands may become subject to this Declaration in the following manner:

- (a) **Additions in Accordance with a General Plan of Development.** The Declarant, its successors and assigns, shall have the right to bring within the scheme of this

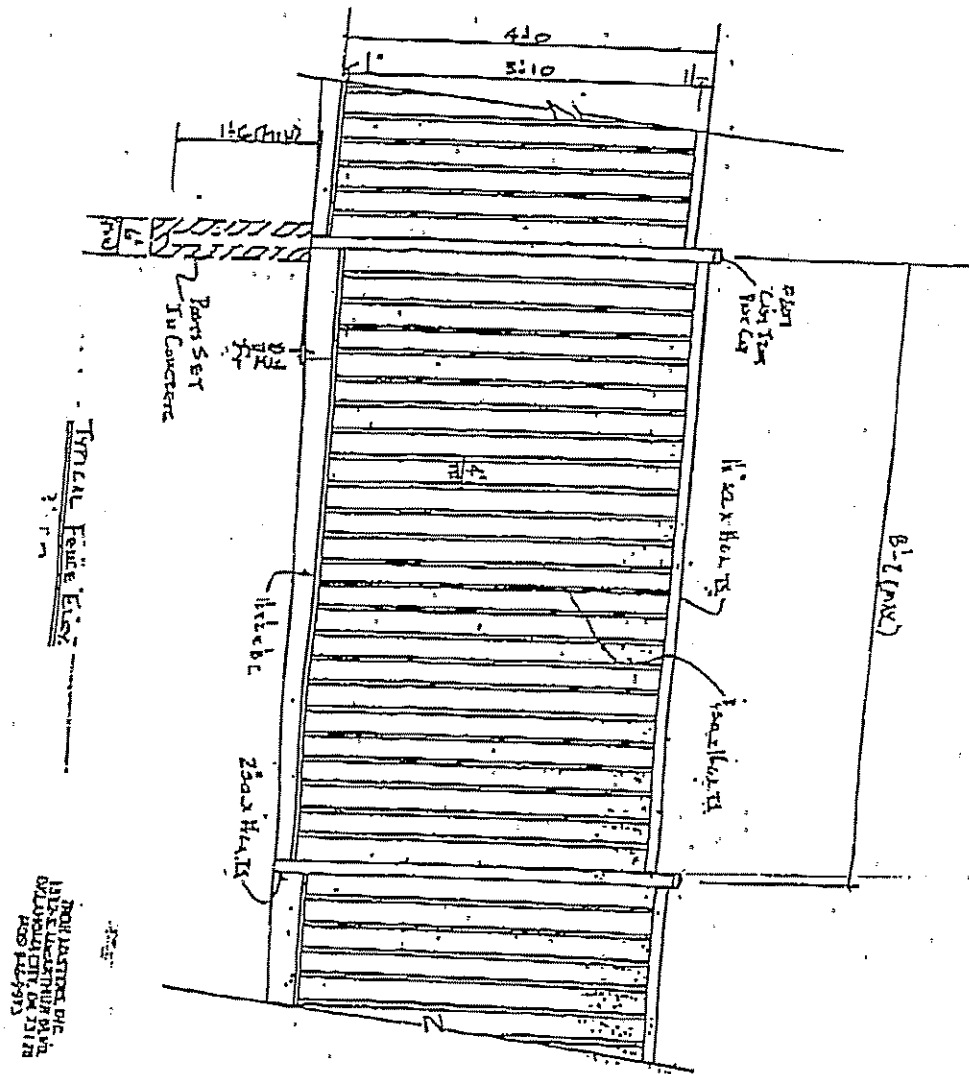
Declaration additional contiguous properties in future stages of the development, provided that such additions are in accord with a General Plan of Development (herein called "General Plan") prepared prior to the sale of any Lot and made available to every purchaser at the Declarant's or Association's office prior to such sale.

The additions authorized under this and the succeeding subsection shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions (herein called "Supplementary Declaration") with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any of the added properties, provided, they are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants and restrictions established by this Declaration within the Existing Property.

- (b) Other Additions. Upon approval in writing of the Association pursuant to a vote of its Members as provided in its Articles of Incorporation, the Owner of any contiguous property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection 4(a) hereof.
- (c) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with the Covenants and Restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, modification or addition to the covenants established by this Declaration or any Supplementary Declaration within the Properties.
- (d) Right to Assign. The Declarant by appropriate instrument may assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by it, and upon assignment or conveyance being made, its assignees or grantees may at their option, exercise, transfer or assign such rights, reservations, easements, and privileges or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

GLENHURST SECTION III

EXHIBIT "A"



In WITNESS WHEREOF, undersigned owner has caused this instrument to be executed at Oklahoma City, Oklahoma on this 25 day of May, 2004.

FIRST AMERICAN TITLE & TRUST COMPANY,
A Corporation, Trustee

ATTEST

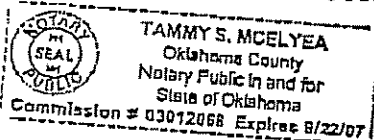
Shana Thompson
Secretary

By Betty J. Cummins
Betty J. Cummins, Vice President

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

The Foregoing instrument was acknowledged before me this 25th day of May, 2004, by Betty J. Cummins, Vice President of first American title & Trust Company, on behalf of the corporation.

WITNESS MY HAND and official seal the day and year last above written.



Tammy S. McElyea
Notary Public

My Commission Expires: 9/22/07
My Notary Number : 03012068

RETURN TO:
Mindy Crawford
First American Title & Trust Co.
133 N.W. 8th St.
Oklahoma City, OK 73102
OK04-J88121-OK99

Doc # 2004084444
Bk 9330
Pg 337-338
DATE 03/21/04 15:19:53
Filing Fee \$43.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

This space for recorder's use only

DO NOT REMOVE THIS PAGE
THIS IS A PART OF YOUR RECORDED DOCUMENT

TITLE OF DOCUMENT: DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

EXECUTION DATE: MAY 25, 2004

GRANTOR: FIRST AMERICAN TITLE & TRUST CO., TRUSTEE

First American Title & Trust Company
133 N. W. 8th
Oklahoma City, OK 73102

Doc # 2004091331
Bk 9344
Pg 1-633-1-638
DATE 06/08/04 11:35:45
Filing Fee \$43.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

This is being refiled to show the corrected
legal description.

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)
Oklahoma Statute 1997 Supplement Title 19 Section 202.B

First American Title & Trust Company
133 N. W. 8th
Oklahoma City, OK 73102
Mindy

16/43

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

GLENHURST
SECTION 3

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned FIRST AMERICAN TITLE & TRUST COMPANY, Trustee, which is an Oklahoma Corporation organized and existing under and by virtue of the laws of the State of Oklahoma for convenience hereinafter referred to as "OWNER" or "DEVELOPER", does hereby certify that it is the owner and the only corporation, partnership or partnerships, person or persons, having a right, title or interest in all of the land embraced and included in GLENHURST, SECTION 3, now plotted into lots, blocks, streets and easements, as shown on the recorded plat of GLENHURST - SECTION 3, in the office of the County Clerk of Oklahoma County, Oklahoma,

For the purpose of providing an orderly development of all the lots and blocks included in the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of itself, and its successors in title to the aforesaid lots, the Owner does hereby impose the following restrictions and reservations on the entire plat of GLENHURST - SECTION 3 to which shall be incumbent upon its successors in title to adhere, and any corporation or corporations, partnership or partnerships, person or persons, hereafter becoming the owner or owners either directly or through any subsequent transfers or in any manner whatsoever, of any lots, block or blocks included in GLENHURST - SECTION 3 shall take hold or convey the same, subject to the following restrictions and reservations, to wit:

THIS DECLARATION, made on the date hereinafter set forth by COYLE-MASHBURN DEVELOPMENT, L.L.C., hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, FIRST AMERICAN TITLE & TRUST COMPANY, Trustee, is the Owner of certain property in Oklahoma City, Oklahoma County, State of Oklahoma, which is more particularly described as:

Glenhurst Section 3, being a part of the NW/4, of Section 22, Township 13 North Range 4 West, 1.M. as shown on the recorded plat thereof.

And Whereas, it is the purpose of this Declaration to cause said real property to be surveyed and platted, in stages, under the name of "GLENHURST", as a residential sub-division.

And Whereas, Owner desires to provide for the preservation of the value, upkeep, maintenance, improvement and administration of the community and all improvements now and existing and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereinafter created.

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And Whereas, there has been incorporated under the laws of the State of Oklahoma, as a non-profit corporation, an entity to be known as Glenhurst Home Owners Association, Inc., for the purpose of exercising the aforementioned functions,

NOW THEREFORE, "OWNER" hereby declares that all the properties described above shall be held, sold and conveyed subject to the following covenants, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Glenhurst Homeowners' Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more person or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 5. "Declarant" shall mean and refer to Coyte-Mashburn Development, L.L.C. Ltd., its successors and assigns. If such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Common Areas" shall mean all real property, whether improved or unimproved, owned, leased, or controlled by the Association for the common use and enjoyment of members of the Association.

Section 7. "Corner Lot" shall mean any lot, which abuts other than at its rear line upon more than one street or Common Area.

Section 8. "Street" shall mean any street, lane, drive, boulevard, court, circle, road, plaza, massor or terrace as shown on the recorded plat.

Section 9. "Member" shall mean and refer to every person and or entity that holds a membership in the Association, by owning a Lot.

Section 10. "Building Limit Line" shall mean the line so designated on the recorded plat.

Section 11. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 12. "Fences" shall mean the following where the context so indicates.

1. "Adjoining Fences" shall refer to two or more separate fences which adjoin and are exposed to the public view.
2. "Public Fence" is any fence adjacent to, abutting upon or bordering public parks, public areas or common areas dedicated to the public or the Association.
3. "Privacy Fence" any fence that is site proof.
4. "Lake Fence" In the event that any fence is constructed on a lake lot (lots one (1), through twelve (12), Block thirteen (13), including fencing on side yards, said fence shall be specifically constructed of ornamental iron no higher than four (4') feet in accordance with the plans and specifications shown on EXHIBIT "A" (page 14) attached hereto. All rear yard fences must be constructed on the rear property line. This is to keep the fencing around the lake consistent in an even line from yard to yard. The purpose of this provision is to provide an open area effect around the lake. While landscaping is encouraged, no landscaping shall be permitted for site proofing purposes.

Section 13. "Frontage" or "Fronts" shall mean the direction or way the major elevation of the house or structure erected on a lot shall face.

Section 14. "Glenhurst" shall mean the residential sub-division developed as a part of the NW/4 of Section Twenty Two (22), Township Thirteen (13) North, Range Four (4) West of the 1.M., Oklahoma City, Oklahoma County, Oklahoma.

ARTICLE II FUTURE INTENT

Section 1. Although this Declaration includes only the real property described in Article III hereof, the Declarant has filed a previous Declaration for Section 1 and Section 2 of Glenhurst and it is the intention of the Declarant to cause additional Declarations to be filed with respect to the remainder of GLENHURST, which additional Declarations will be complementary in concept to this Declaration, and which future Declarations will provide for the addition of owners in such other areas as members of the Association. During its existence, the Association will include as members, every owner within GLENHURST. Each member of the Association will be subject to its Articles of Incorporation, By-Laws, rules and regulations as from time to time established and or amended.

Section 2. If within Twenty (20) years of the date of incorporation of the Association, the Declarant should develop additional lands within the NW/4 of Section Twenty Two (22), such additional may be annexed to GLENHURST without the consent of the members.

ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION.

Section 1. The real property which is, and shall be held, transferred, sold, conveyed and occupied, subject to the Declaration is located in the City of Oklahoma City, Oklahoma County, State of Oklahoma, and is more particularly described as follows:

Glenhurst

Oklahoma City, Oklahoma

A tract of Land located in the Northwest Quarter (NW/4) of Section Twenty-Two (22), Township Thirteen North (T-13-N), Range Four West (R-4-W), of the Indian Meridian (I.M.), Oklahoma City, Oklahoma County, being more fully described as follows:

Beginning at the Northeast Corner of said NW/4; Thence South 00 20'38" East along the east line of said NW/4 a distance of 661.74 feet to the Point of Beginning; Thence continuing South 00 20'38" East along said east line a distance of 852.50 feet; Thence South 89 42'44" West a distance of 120.00 feet; Thence North 00 20'38" West a distance of 3.22 feet to a point on a curve to the left, with a central angle of 01 01'55", a radius of 373.00 feet, a chord bearing a distance of North 00 53'36" West 11.03 feet, thence along said curve a distance of 11.03 feet; Thence South 89 42'44" West a distance of 1041.58 feet to a point on a curve to the left, with a central angle of 07 00'32", a radius of 225.00 feet, a chord bearing a distance of South 03 14'12" West 27.53 feet, thence along said curve a distance of 27.53 feet; Thence South 00 16'14" East a distance of 139.02 feet; Thence South 89 43'46" West a distance of 50.00 feet; Thence North 45 16'14" West a distance of 35.36 feet; Thence South 89 43'46" West a distance of 272.29 feet to a point on the northeast corner of Lot 6, Block 6 of Glenhurst Section 2; Thence North 00 16'14" West a distance of 50.00 feet; Thence North 00 16'23" West a distance of 397.82 feet to a point on a curve to the right, with a central angle of 58 46'24" a radius of 275.00 feet, a chord bearing and distance of North 28 56'57" East 269.88 feet, thence along said curve a distance of 282.09 feet; Thence North 31 39'51" West a distance of 170.00 feet to a point around a curve to the right, with a central angle of 03 15'54", a radius of 345.00 feet, a chord bearing and distance of North 59 58'05" East 25.35 feet, thence along said curve a distance of 25.35 feet; Thence North 21 41'03" East a distance of 37.43 feet to a point on a curve to the right, with a central angle of 18 32'34", a radius of 365.00 feet, a chord bearing and distance of North 09 33'33" West 117.61 feet, thence along said curve a distance of 118.13 feet; Thence North 00 17'16" W a distance of 19.56 feet; Thence North 89 42'44" East a distance of 263.93 feet; Thence South 85 02'20" East a distance of 136.64 feet; Thence North 84 27'29" East a distance of 136.50 feet; Thence North 89 42'44" East a distance of 743.00 feet; Thence South 00 17'16" East a distance of 51.74 feet; Thence North 89 42'44" East a distance of 50.00 feet; Thence North 00 17'16" West a distance of 51.74 feet; Thence North 89 42'44" East a distance of 50.00 feet; Thence North 00 17'16" West a distance of 20.00 feet; Thence North 89 42'44" East a distance of 120.46 feet to the Point of Beginning, said tract containing 30.4010 acres more or less.

ARTICLE IV
MANDATORY MEMBERSHIP IN HOME OWNERS ASSOCIATION;
COMMENCEMENT OF DUES; LIENS

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Section 1. Membership. Every person who is a record owner of a fee or undivided interest in any single-family residential Lot covered by this Declaration and any future Declaration covering all or any part of the Association, including contract Sellers, shall be a mandatory member of the Glenhurst Home Owners Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment, by the Association. Ownership of such Lot shall be the sole qualification for membership. The Certificate of Incorporation of the Association has been properly filed at the Secretary of State. All information pertaining to the Association is contained in either the Certificate of Incorporation or the By-Laws of the Glenhurst Home Owners Association. These documents are available upon request from the Declarant.

Section 2. Commencement of Dues. The obligation to pay dues to the Association shall commence when a lot is sold by the builder to the initial homeowner of the lot.

Section 3. Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay all assessments properly charged by the Association. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, pursuant and superior to any homestead or other exemption provided by law, which lien may be enforced by the Association and may be foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages and deeds of trust, with or without the power of sale. Each such assessment, together with interest, costs, and reasonable attorney's fees, 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 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 provided.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. Architectural Committee. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans, specifications, plot plans, color schemes and materials or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of the proposed structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. No building shall be erected, placed or altered on any lot located in the above described Addition until after the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in said subdivision, and as to location of the building with respect to topography and finished ground elevation, and with respect to side lot and front building set back lines, by a majority of an Architectural Committee composed of J.W. Mashburn, Richard N. Coyle, and Carter Foren or their duly authorized representative or representatives or successors. In the case of the death or resignation of any member or members of said

committee, the Declarant shall have the authority to appoint successor members to the above named committee to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member or members, shall have the same authority hereunder as their predecessors to approve or disapprove such design or location as above set forth. If the aforesaid committee, their authorized representatives or successors fail to approve or disapprove such design and location within thirty (30) days after building plans, building specifications, and plot plan have been submitted to them such approval shall be deemed granted and this covenant shall be deemed to have been fully complied with. In the event that building plans, specifications, and plot plan showing the location of such building are not submitted prior to construction, then owner of the Lot is in violation of this covenant and it shall not be deemed to have been waived by the fact that the Owner does not object to a particular violation prior to completion or construction. The owner may at any time after completion of construction bring an action requiring the lot owner to comply with all restrictions herein contained. The Architectural Committee shall be authorized to grant a waiver from any restriction herein contained. The Architectural Committee shall not be liable for any waiver granted or any approval, disapproval or failure to respond to a particular request. A majority of the Architectural Committee may, in its discretion, waive in whole or in part any of the restrictions, provided such waiver is obtained in writing in advance of construction.

Section 2. Fees: No fee shall ever be charged by the Architectural Committee or by the Association for the review specified in Section 1 or for any waiver or consent provided for herein.

Section 3. Proceeding With Work: Upon receipt of approval as provided in Section 1, the Owner shall, as soon as is practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one (1) year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 1 of this Article.

ARTICLE VI LAND CLASSIFICATION, PERMITTED USES, AND RESTRICTIONS

Section 1. Land Classification: All Lots within the existing property are hereby classified as single-family Lots, i.e., each such Lot shall be used exclusively for single-family residential purposes and for the exclusive use and benefit of the Owner thereof; provided, however, that with the written approval of the Developer, one (1) or more Lots or one (1) Lot and a part of a second Lot may be combined in to a Plot. In no case, however, shall a residence ever be built upon a tract consisting of less than an entire Lot, nor more than one (1) residence on any Lot or Plot. No gainful occupation, profession, business, trade or other nonresidential activity shall be conducted on any Lot or in any residence or detached structure located thereon. Nothing therein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all the terms and provisions hereof, and to the rules.

Section 2. Building Restrictions:

- (a) **Minimum Residence Size.** No residence which contains less than 2,200 square feet, exclusive of basements, open porches, attached carports, attached garages, and detached structures shall be built on any Lot.
- (b) **Maximum Residence Height.** No residence which contains more than two (2) stories shall be built on any Lot, provided, however, that the ground floor of the main structure of any two-story residence shall contain not less than 1,800 square feet.
- (c) **Materials.** A minimum of eighty five percent (85%) of the actual exterior walls of the residential building and attached or detached garage measured from the ground level up to the equivalent of the first floor ceiling (excluding all exterior doors, windows, and garage doors), must be constructed of brick, brick veneer, stone, stone veneer or other masonry. Notwithstanding the preceding sentence, 100% of the exterior of any fireplace shall be constructed of brick, brick veneer or other masonry.
- (d) **Roof Pitch.** All homes shall have a minimum nine (9)-pitch roof.
- (e) **Roofing Materials.** Roofs will be constructed using composition shingles. Said shingles shall meet the appropriate minimum criteria shown below.

Composition Roofs - All composition roofs shall be constructed using no less than grade A 40 year shingles together with manufactured ridges (Dura ridge, Z Ridge, Timberline or an equivalent product) and W-Valleys (with a colored baked-on finish). The color of the shingles shall be restricted to the weathered wood color sold by the manufacturer. The shingles shall be Class A fire resistant and Class A wind resistant and must be laminated.
- (f) **Foundations.** All houses must be constructed with dug footing foundations that permit brick to come all the way to the ground on all sides of the house without exposing the stem wall in any area.
- (g) **Garages.** Every single-family residential site will have a private garage for not less than two (2) cars, but not more than three (3) cars. Garages must be at least two (2) cars wide and may be attached to, detached from or built within a residence.
- (h) **Driveways.** The width of the driveway in so far as its capacity to park cars side by side shall not exceed the number of cars to be parked in the garage i.e., the width of the driveway cannot be for three cars if the garage is a two-car garage.
- (i) **Address Block.** Each home in GLENHURST - SECTION 3 must have a cast stone "Address Block" placed either on the mailbox or front of the home.
- (j) **Landscaping & Trees.** All builders must provide a least one (1) tree at least two and one-fourth (2 1/4) inches caliper measured six (6") inches from the ground level, in the area between the building line and street right-of-way. Corner Lots must have two (2) trees, one (1) on each street. Trees may be either deciduous or evergreen variety. If any tree dies, the property owner must replace it within thirty (30) days or the Declarant may replant the tree(s) and be entitled to reimbursement therefor.

The Declarant shall have the right to enter onto the property for the purpose of replanting. If the Declarant is not reimbursed, The Declarant may file evidence thereof of record as a lien against the property and foreclose such lien as allowed by law for the foreclosure of liens generally. All builders must landscape the front yards with appropriate shrubs and plantings that are customary and usual for homes in Glenhurst.

- (k) **Building Limit Setbacks.** No residential building, or any part thereof, shall ever be located nearer to the front lot line, or nearer to the side street lot line, than the minimum building setback lines shown on the recorded plat of GLENHURST - SECTION 3, and identified thereon as "B.L.L." There shall be a minimum side yard setback of Five (5), feet on one side and Five (5), feet on the other side provided, however, that where the whole or parts of two or more adjoining lots are used for a single residential building site, then the aforesaid side lot line restriction shall not apply on the two or more sides of said lots, and in lieu thereof, shall apply to the exterior side boundary line of the actual residential building site used. To ensure compliance with the afore-mentioned side yard setback restrictions as a presumption to any violation thereof, any person, partnership, or corporation building a residential building on any Lot in GLENHURST - SECTION 3 shall build no closer than ten (10) feet (measured from exterior to exterior) to any main residential buildings which might exist or be under construction on the lots adjacent to the lot on which the main residential building is to be placed. Should there be any unintentional violation of building setback lines or side yard building lines, no person, partnership, corporation owning property in GLENHURST - SECTION 3 shall object or protest to the party guilty of said violation seeking a variance from Oklahoma City Board of Adjustment. For the purpose of the covenants in this paragraph, chimneys, bay windows, eaves, steps, patios, open porches, fences, driveways, or walkways, shall not be considered as a part of the residential building, provided, however, that this shall not be construed to permit any portion of a residential building on a lot and/or building site. Further more, no detached garage or other out building shall be permitted in the easements reserved for utilities and shown on the recorded plat of GLENHURST - SECTION 3.
- (l) **Surface Drainage.** Each lot shall drain in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation, and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner, and the City of Oklahoma City.
- (m) **Signs, Billboards and Detached Structures.** No signs or billboards will be permitted upon any Lot except signs advertising the sale or rental of a Lot or Lots which do not exceed five (5) square feet in area; provided, however, that this restriction shall not apply to the Declarant.

No Detached Structures shall be allowed on any Lot which (a) does not correspond in style and architecture to the residence to which it is appurtenant, or (b) is more than one (1) story in height.

For the purpose of this restriction, small tool or storage sheds of less than 121 square foot floor area and 6 foot 6 inch ridge height may be maintained within rear yard areas provided such rear yard is enclosed with an approved 6-foot high sight-proof fence. The storage building must be built of the same type building and roofing material that is used in the home. Storage buildings do not have to be bricked.

- (n) **Grading and Excavation.** No building or other structure shall be constructed or maintained upon any Lot, which would in anyway impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement. Any such interference, encroachment, alteration, disturbance or damage due to the negligence of an Owner or his agents, contractors, or representatives will be the responsibility of such Owner, and the owner of the line, pipe, wire or easement may effect all necessary repairs and charge the cost of the same to such Owner.
- (o) **Moving Existing Buildings Onto a Lot Prohibited.** No existing, erected house or Detached Structure may be moved onto any Lot from another location.
- (p) **Construction Period.** Upon commencement of excavation for the construction of a residence, the work must thereafter be continuous, unless the Architectural Committee in writing approves a delay. If a delay of more than ninety (90) days occurs without the Architectural Committee's Consent, which will not be unreasonably withheld, the Declarant (unless the Declarant is no longer an Owner and then the Association) may, but shall not be obligated to, complete such construction, at the Owner's sole cost and expense. No construction shall occur on any Sunday or on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving or Christmas Day.
- (q) **Utilities:** The Owner of each Lot shall provide the required facilities to receive electric service and telephone service leading from the sources of supply to any improvements erected on such Lot by means of underground service conductors installed, owned and maintained by the Owner in accordance with plans and specifications furnished by the suppliers of such services. No Owner shall demand or require the furnishing of such services through or from overhead wiring facilities so long as underground distribution systems are available. If gas is used in the residence then the gas line must be stubbed out within the first third of the home.
- (r) **Sidewalks.** Sidewalks shall be constructed on each Lot. Sidewalks shall be seven foot (7') behind the curb and four foot (4') wide. The homeowner shall be responsible for the maintenance of the sidewalk after any warranties have expired.
- (s) **Mail Boxes.** Mail Boxes shall be constructed of brick or stone and shall be maintained by the homeowner.

- (i) Real Estate Sales, Management and Construction Offices may with the prior written consent of the Declarant, be erected, maintained and operated on any Lot or in any building structure now or hereafter erected on any Lot provided the offices are used solely in connection with the development of the Property or the construction of improvements on the Property, or the management, rental or sale of any part of the Property, or of improvements now or hereafter erected thereon and shall be removed upon completion of sales or construction as the case may be.

Section 3. General Restrictions:

- (a) **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in GLENHURST - SECTION 3, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Under no conditions shall a Pit Bull dog be kept even temporarily on any lot in GLENHURST - SECTION 3.
- (b) **Storage of Building Materials.** No building material of any kind or character shall be placed or stored upon the property line of the Lot upon which the improvements are to be erected and shall not be placed in the Streets or between the curb and the property line.
- (c) **Vacant Lots.** No trash, ashes or other refuse may be thrown or dumped on any vacant Lot. Each Owner of a vacant Lot is required to keep such Lot in presentable condition or the Association may, at its discretion, mow such Lot, trim trees, remove trash or refuse and, if necessary, and regardless of whether annual maintenance assessments have by then commenced, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as if provided elsewhere herein with respect to other assessments.
- (d) **Nuisance.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.
- (e) **Storage Tanks.** No tank for the storage of oil, water, or other fluids, or any other substance regardless of nature, may be maintained above the ground and outside an authorized structure on any of the Lots without the consent in writing of the Architectural Committee.
- (f) **Boats, Trailers and Vehicles: Temporary Residence.** Boats, trailers or other vehicles, except mobile homes, which are not normally used as every day transportation may be kept on the premises provided that they are totally concealed from the streets and are not visible from any other lot located in GLENHURST. Any vehicle that is not driven daily may not be parked in the driveway or in front of the residence. If a residence has a two-car garage then it cannot have more than two vehicles parked in the driveway overnight, a residence with a three-car garage can have no more than three vehicles parked in the driveway overnight. Commercial vehicles, except for pickup trucks, are prohibited. Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence except during the construction period and then only by a workman or watchman. No garage or

outbuilding on any Lot shall be used as a residence or living quarters except by servants engaged on the premises. Garages may not be converted to any other use.

- (g) **Maintenance of Lawns and Plantings on Lots.** Each Owner shall keep all shrubs, trees, grass and plantings of every kind on his Lot, to the curb lines, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Each Owner shall replace any plantings, which have been installed on his lot that may die with equal or like plantings. Each owner shall replace any trees in the street right-of-way, installed by the Declarant or Builder that may die with trees only of the exact species and caliper measured six (6) inches from the ground level as those originally installed by the Declarant or Builder.
- (h) **Repair of Buildings and Improvements.** No building or improvement upon any Lot shall be permitted to fall into disrepair, but shall at all times be kept in good condition and repair and adequately painted or otherwise finished.
- (i) **Garbage, Trash Containers and Collections.** All garbage so disposable shall be disposed of in a kitchen sink appliance installed for the purpose by each Owner in his residence. All other refuse, including lawn and garden clippings and trash, shall be kept in containers. In no event shall such containers be maintained so as to be Visible From Streets or Neighboring Property except to make them available for collection, and then only for the shortest time reasonably necessary to effect such collection.
- (j) **Clothes Drying Facilities.** No outside clothes drying or airing facility shall be Visible From Streets or Neighboring Property.
- (k) **Tree houses, Platforms and Antennae.** No tree houses, platforms in trees, play towers or other similar structures, or radio or television antennae shall be Visible from Neighboring Property.
- (l) **Fences.** The Declarant in advance of its installation must approve all fencing of the following types.
 - (a) Public Fence
 - (b) Any fence proposed to extend beyond the front of any building structure.
 - (c) Adjoining Fence
 - (d) Any Fence over Six (6') in height.
 - (e) All fences fronting the street.
 - (f) All corner Lots.
 - (g) Lots One through Ten (1-10), Block Twelve (12) SHALL NOT have a Privacy fence along the rear of the Lot. Fencing is encouraged, but must be approved by the Declarant.
 - (h) Lake Fence.
- (m) **Easements.** The Declarant reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on the plot its easements, sewer, and other pipelines, conduits, poles, wires and other methods of conducting or performing any quasi-public utility or function above or

beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

(n) Satellite Receiving Dishes and other Antennas. Satellite receiving dishes shall be allowed provided that they are not visible from passing cars or from any other lot located in GLENHURST. Neither shall radio or television antennas are visible from neighboring property. Small DSS Dishes can be installed on the fireplace so long as the dish does not protrude above the fireplace Chimney Chase.

(o) Basketball Goals. Permanently installed Basketball goals are not permitted. Basketball goals if used must be portable and kept in the garage when not in use.

Section 4. Variances: As to any Lot, the limitations and restrictions of Sections 1 through 3 of this Article may be waived or modified by the Declarant, to the extent permitted by law, upon written application made in advance by the Owner seeking a variance, as to which the judgment of the Declarant shall be conclusive; provided, however, that if the Declarant fails to approve or disapprove such application within thirty (30) days after its receipt, the application shall be deemed approved.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any suit brought hereunder, the plaintiff(s) shall be entitled to recover reasonable attorneys' fees, together with the costs of the action.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 3. Amendment: 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) year period by an instrument signed by not less than ninety percent (90%) 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. Notwithstanding the foregoing, these restrictions may be amended unilaterally by the Declarant for as long as the Declarant owns any lots provided that such amendment is consistent with the basic plan for development.

Section 4. Additions to Existing Property: Additional lands may become subject to this Declaration in the following manner:

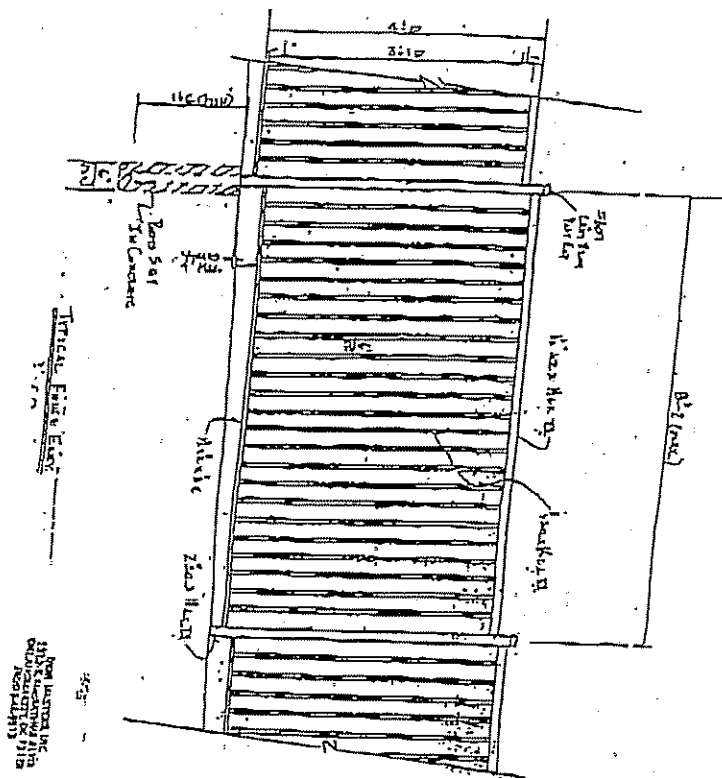
(a) Additions in Accordance with a General Plan of Development. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this

Declaration additional contiguous properties in future stages of the development, provided that such additions are in accord with a General Plan of Development (herein called "General Plan") prepared prior to the sale of any Lot and made available to every purchaser of the Declarant's or Association's office prior to such sale.

The additions authorized under this and the succeeding subsection shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions (herein called "Supplementary Declaration") with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any of the added properties, provided, they are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants and restrictions established by this Declaration within the Existing Property.

- (b) Other Additions. Upon approval in writing of the Association pursuant to a vote of its Members as provided in its Articles of Incorporation, the Owner of any contiguous property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection 4(a) hereof.
- (c) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with the Covenants and Restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, modification or addition to the covenants established by this Declaration or any Supplementary Declaration within the Properties.
- (d) Right to Assign. The Declarant by appropriate instrument may assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by it, and upon assignment or conveyance being made, its assignee or grantee may at their option, exercise, transfer or assign such rights, reservations, easements, and privileges or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

EXHIBIT "A"



14 of 15

IN WITNESS WHEREOF, undersigned owner has caused this instrument to be executed
at Oklahoma City, Oklahoma on this 25 day of May, 2004
2003.

FIRST AMERICAN TITLE & TRUST COMPANY,
A Corporation, Trustee

ATTEST

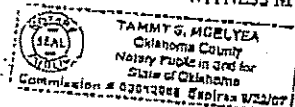
[Signature]
Secretary

By [Signature]
Betty J. Cummings, Vice President

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS.

The foregoing instrument was acknowledged before me this 25th day of
May, 2004, by Betty J. Cummings, Vice President of First American Title & Trust
Company, on behalf of the corporation.

WITNESS MY HAND and official seal the day and year last above written.



[Signature]
Notary Public

My Commission Expires: 9/22/07
My Notary Number: 03042008

When Recorded Mail To:
Dick Coyle
6501 Avondale Dr.
Oklahoma City, OK 73116

WY

**FIRST AMENDMENT
to the
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
GLENHURST
SECTION 3**

Doc # 2004135927
Sk 9432
Pg 1490-1490
DATE 08/19/04 14:36:38
Filing Fee \$18.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Candice

KNOW ALL MEN BY THESE PRESENTS:

THAT, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for GLENHURST, SECTION 3 (being a part of the NW/4, of Section 22, Township 13 North Range 4 West, I.M., Oklahoma County, Oklahoma), which were filed of record on May 26, 2004 in the Oklahoma County Clerk's office in Book 9330, Pages 837-852, is hereby amended.

An additional restriction shall be added to "ARTICLE VI, Section 3 - General Restrictions" which shall read as follows:

(p) **Window Units** - No window units shall be placed in any windows for the purpose of heating or cooling.

This Amendment is filed pursuant to the authority granted the undersigned in "ARTICLE VII - GENERAL PROVISIONS" of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for GLENHURST, SECTION 2.

Dated this 19th day of August, 2004.

Coyle-Mashburn Development, L.L.C.

By Richard N. Coyle
Richard N. Coyle, Co-Managing Member

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

The Foregoing instrument was acknowledged before me this 19th day of August, 2004, by Richard N. Coyle, Co-Managing Member of Coyle-Mashburn Development, L.L.C.
WITNESS MY HAND and official seal the day and year last above written.

My Commission Expires
My Notary Number



Arthur P. Starnes
Notary Public

113

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WHEN RECORDED MAIL TO:

James P. Kelley
One Lendership Square
211 North Robinson, Suite 800
Oklahoma City, OK 73102

DOC NUMBER 1999189781
BK 7749 PG 186-208
DATE 12/22/99 10:15:50
FILING FEE \$52.00
DOC TAX 10.00
CAROLYNN CAUDILL
Oklahoma County Clerk
RECORDED AND FILED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF MONTICELLO ADDITION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Monticello, L.L.C., hereafter referred to as the "Declarant," is the owner of certain land and improvements in Oklahoma County, Oklahoma, which property is more fully described on the attached "Exhibit A," incorporated herein and made a part hereof for all purposes; and

WHEREAS, Declarant desires to submit the land and improvements constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, Sections 851-855, as amended).

NOW, THEREFORE, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the conditions, covenants, and restrictions herein set forth to be established upon the recording hereof, in accordance with and subject to the provisions of the Oklahoma Real Estate Development Act, and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land described on "Exhibit A" and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any person thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Definitions. Unless the context shall expressly provide otherwise:

1.1 "Association" means the Monticello Homeowners' Association, Inc., an Oklahoma corporation, its successors and assigns, the Bylaws of which shall govern the administration of this Real Estate Development, the members of which shall be all of the owners of the Lots in Monticello Addition.

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1.2 "Building" means one or more of the building improvements lying within the real estate described on Exhibit "A."

1.3 "Common Elements" means all portions of the Real Estate Development other than the Lots and other than publicly dedicated real property, and includes, but is not limited to, Lots "A" and "B" all traffic islands in any street and gates and supporting gate equipment, and any other improvements thereon, and the Pool Area, as hereinafter defined.

1.4 "Common Expenses" means and includes expenses for maintenance, replacement, repair, operation, improvements, management and administration, and expenses declared common expenses by the provisions of this Declaration and the Bylaws of the Association.

1.5 "Declarant" shall mean and refer to Monticello, L.L.C. and its successors and assigns.

1.6 "Lot" means a portion of the Real Estate Development designated for separate ownership, the boundaries of which are the lot lines as shown on the recorded plat of the real estate described on Exhibit "A."

1.7 "Owner" means a person or persons, firm, corporation, partnership, trust, association or other legal entity, or any combination thereof, who owns one or more Lots.

1.8 "Person" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.

1.9 "Pool Area" means that portion of the Real Estate Development designated as "Pool Area" on the plat of Monticello Addition.

1.10 "Real Estate Development" means the real estate described at "Exhibit A," as provided for at 60 O.S. Section 851, as amended.

1.11 "Rules" shall mean the Rules and Regulations adopted by the Association as amended from time to time.

1.12 "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of each neighboring property at an elevation of no greater than the elevation of the base of the object being viewed.

2. Property Rights.

2.1 Owner's Non-exclusive Easement of Enjoyment: Limitations. Every Owner and his immediate family shall have a non-exclusive right and easement

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of enjoyment in and to the Common Elements, which shall be appurtenant to and shall pass with the title to the Lot of such Owner, subject to the following rights.

2.1.1 Association Rights to Use and to Grant Easements. The non-exclusive right and easement of the Association to make such use of the Real Estate Development as may be necessary or appropriate for the performance of the duties and functions which it is obligated or permitted to perform under this Declaration. The Association, in its sole discretion, may from time to time grant easements and rights of-way on, across, under and over the Common Elements to any municipal corporation or public utility company, or other entity providing water, sewer, gas, electricity, telephone cable television, or other similar service to the Real Estate Development.

2.1.2 Association Right to Make Rules. The right of the Association to make such reasonable rules regarding the use of the Common Elements and facilities located thereon by members and other persons entitled to such use.

2.1.3 Borrow Money. The right of the Association, in accordance with its Bylaws for the purpose of improving the Common Elements and, in aid thereof, to mortgage said Common Elements.

2.1.4 Protect Property. The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure, and,

2.1.5 Other Reserved Rights. The rights reserved in this Declaration to Declarant (for, among other things, Common Element improvements), Owners, other persons and the Association.

2.2 Delegation of Use: Nonresident Owner. Any Owner may delegate his right of enjoyment of the Common Elements to the members of his family, to his tenants, to guests or to contract purchasers who may reside on the Lot. All such persons shall be subject to these covenants concerning such use. Any Owner not residing on his Lot may not have a right of enjoyment of any Common Elements except as provided otherwise by these covenants.

3. Easements

3.1 Blanket Easements for Utilities or Police, Fire, Etc. For Maintenance and Repair to Common Elements. There is hereby created a blanket easement in, on, through, upon, across, over and under all of the Common Elements for ingress and egress, installation, replacement, repair and maintenance of all Common Element improvements and all utilities, including, but not limited to, water, sewer, gas, telephones and electricity. By virtue of this easement, it shall be

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expressly permissible for the electrical and/or telephone company providing service to erect and maintain the necessary poles, underground lines, and other necessary equipment on said Common Elements and to affix and maintain electrical and/or telephone wires, circuits, and conduits on, above, across and under the roof and exterior walls of the buildings, if any, upon the Common Elements. An easement is further granted to all police, fire protection and ambulance personnel, and all similar persons to enter upon the Common Elements in the performance of their duties. Further, an easement is hereby granted in the Declaration and to the Association to enter in, onto, above, across or under the Common Elements and any Lot to perform the duties of improvement, maintenance and repair to the Common Elements. Notwithstanding anything contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Common Elements except as approved by Declaration or the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement, Declarant or the Association may grant such an easement to the Common Elements by a separate recorded instrument without conflicting with the terms hereof and without consent of the Owners being required. The easements provided for in this paragraph shall in no way affect any other recorded easement to said Common Elements.

4. Use and Occupancy. After the initial sale or transfer of a Lot or Lots by Declarant, all such Lots shall thereafter be used and occupied only for single family residence purposes by the Owner, by the Owner's family, the Owner's tenants or the Owner's guests.

4.1 Declarant Business Office. Model Lots. Declarant and its employees, representatives, and agents may maintain a business and sales office, model homes, and other sales facilities necessary or required until all of the Lots are sold.

4.2 Offensive or Noxious Use. The Owner of any Lot shall not use or allow the use of such Lot for any purpose which will be noxious, offensive or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority.

4.3 Mineral Drilling. Except for Declaration, and then only with the permission of the City of Oklahoma City, no drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons within the Real Estate Development shall be permitted.

4.4 Livestock. The keeping of any poultry, cattle, horses or other livestock of any kind or character is prohibited within the Real Estate Development.

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4.5 Refuse Storage, Growth. The storage of trash, ashes, or other refuse, excepting normal receptacles, is prohibited. Further, no trash, garbage cans or receptacles of any kind shall be left in sight, except on days so designated by the City of Oklahoma City for collection thereof. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain on Common Elements. No trash, ashes or other refuse may be discarded in any other Owner's Lot or in or on Common Elements.

4.6 Signs and Billboards. Declarant's Right. No signs or billboards shall be permitted on any Lot or Common Element without the prior written consent of the Association; however, this prohibition shall not apply to the Declarant in the initial sale of such Lot.

4.7 Vehicle Parking and Storage. All vehicles shall be garaged overnight, with no vehicles being parked on the street or drive ways. Trucks shall only be allowed in the Real Estate Development for loading and unloading on a temporary hourly basis. Except where adequate screening has been previously provided and an Owner has received prior written approval from the Architectural Control Committee ("ACC") (hereafter defined), no work trucks, campers, recreational vehicles, boats, motor homes or large commercial vehicles, not any vehicle in the process of being repaired or otherwise presently inoperable, shall be stored or parked a) in front of the front building line b) on Common Elements, or c) on the publicly dedicated streets for more than 48 hours, and parking shall be allowed only in designated parking areas, the operation and parking of all vehicles on the Real Estate Development are subject to the Bylaws, and the rules and regulations of the Association.

4.8 View From Common Elements or Lot. All garbage cans, equipment, or storage piles shall be located so as not to be visible from neighboring property.

4.9 Tanks. No elevated tanks of any kind shall be erected, placed or permitted on any Lot or Common Elements. Window coverings, exterior amenities and statues of extraordinary color or materials shall not be permitted without approval of the ACC.

4.10 Electronic Transmittal Device. Wind Powered Generators. No electronic transmitting or receiving device shall be allowed unless approved in writing by the ACC. Further, no wind-powered generators shall be erected or maintained unless approved in writing by the ACC.

4.11 Waste. No waste shall be committed on the Common Elements.

4.12 Temporary Structure. No outbuilding, storage shed, trailer, tent or shack shall be erected, placed or permitted, nor shall any structure of a temporary

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character be used at any time as a residence without the prior written consent of the ACC.

4.13 Nuisance Activity. No noxious or offensive activity shall be carried on within the Real Estate Development, nor shall anything be done therein which may be or may become an annoyance or nuisance.

4.14 Improvements and Alterations. Plans and Specifications. No dwelling, building, wall, storage shed, cabana, greenhouse, playhouse, pergola, or other improvement or structure shall be commenced, erected or placed upon the Real Estate Development until the complete plans and specifications showing the precise and exact nature, kind, shape, height, set-back, materials, color and location of such improvements shall have been submitted in duplicate to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the Real Estate Development by the ACC. Alterations to improvements after the residence is occupied (as distinguished from approval of new construction) must be approved by the ACC. The ACC shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Association, and such persons shall serve at the pleasure of the Board of Directors. The initial ACC shall be composed of Tom Hoshall, Dee Hoshall and Pete Caporal. The affirmative vote of a majority of the members of the ACC (which shall be the required quorum of the Committee) shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in these Bylaws.

4.14.1 ACC Guidelines. The following guidelines, unless hereafter amended by the ACC or waived in writing by the ACC, shall be adhered to by the ACC.

4.14.1.1 Dwellings may be one story, one and one-half story, split level or two stories in height. Eaves, steps and open porches shall be considered a part of the dwelling; provided, however, that this shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot.

4.14.1.2 No building or other structure shall be constructed or maintained upon any lot which would in any way impede natural drainage without the prior written consent of the ACC. No grading, scraping, excavation or other rearranging or puncturing of the surface of any lot shall be commenced which will or may intend to interfere with, encroach upon, or alter, disturb or damage any surface or subsurface utility line, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement.

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4.14.1.3 The single-family residence constructed on all lots in the Real Estate Development shall contain a minimum of 1,500 square feet of floor space. In computing the square footage of floor space of a residence, the basement, open porches, and garages shall be excluded. In case of a one and one-half story or a two story structure, the ground floor shall in no event be less than 1,300 square feet.

4.14.1.4 No building, or any part thereof, shall be located nearer to the front lot line or side street lot line than the building setback lines shown on the recorded plat. The side lot limit line of a one story structure, each side of the main structure, shall be a minimum of five feet (5'). If one structure is placed on two-lots, then only the distances from the outside boundary lines apply.

4.14.1.5 Pier and grade beam foundations are permitted but only if concrete portions showing to the front and open side (if corner lot) are fully covered with brick or rock or other permanent material acceptable to the ACC.

4.14.1.6 No fencing shall be allowed without the prior written approval of the ACC. No fence, garage or enclosure of any type or nature whatsoever shall be constructed, erected, placed, or maintained forward of the front building limit or setback line on each lot, as same is shown on the recorded plat thereof; however, it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape front yards. If there is an existing fence that abuts a lot, the fences must join. If brick columns are used, they must match the house. Cyclone and other metal fencing is prohibited.

4.14.1.7 There shall be no basketball courts and/or basketball backboards of any nature in Monticello Addition.

4.14.1.8 No dwelling shall be constructed on any lot unless it has an attached garage with a capacity sufficient for at least two (2) cars.

4.14.1.9 The outside wall structure of the ground floor living area of any dwelling shall be at least seventy five percent (75%) brick veneer, stone or masonry. Any stone above the eight foot plate shall count toward the minimum.

4.14.1.10 No building shall be erected on any lot unless it shall have a 40-year warranty laminated shingle similar to, but not limited to, Elk Prestige Plus or Timberline Ultra Series, said roof to have metal "W" valleys and "Z" ridges. However, this restriction shall not prevent the submission of specification and plans for other types of roof covering

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(except wood) to the ACC for written approval of said deviation. In the event approval is granted, in writing, by the ACC, the type of roof covering so approved may be used. Each roof shall have a minimum pitch of 10/12.

4.14.1.11 No building of any nature shall be permitted in the easements reserved for utilities, and there shall be no retaining wall permitted in easements unless approved by the ACC.

4.14.1.12 Lawn sodding must be completed for the lot on or before occupancy, if seasonal.

4.14.1.13 With respect to sidewalks, each Owner of a Lot shall comply with the ordinances and regulations of the City of Oklahoma City.

4.14.1.14 No outdoor clothes lines shall be allowed.

4.14.1.15 Every outbuilding erected on any Lot shall correspond in style and architecture to that which it is appurtenant, and shall be approved in writing by the ACC. The materials used in construction and the type of roof will be the same as the residence on the Lot.

4.14.1.16 No skateboard ramps may be constructed in any yard or Common Element.

4.14.1.17 All exterior lighting in the Addition shall be down lighting. No exterior light on a Lot shall be visible from the front or side street on which the Lot is located.

4.14.2 Approval Copy of Plans and Specifications Deposited. Lapse of Time Tamount to Approval. Upon approval by the ACC of any plans and specifications submitted pursuant to the provisions of these covenants, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the ACC fails to approve or disapprove any plans and specifications which may be submitted to it within sixty (60) days after submission, then approval will not be required, and this paragraph 4.14 shall be deemed to have been fully complied with.

4.14.3 Construction Limitations. Deviations from Plans, and Specifications. Construction in accordance with plans and specifications approved by the ACC pursuant to the provisions of this paragraph 4.14

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shall be commenced within six (6) months following the date upon which the same are approved by the ACC (whether by affirmative action or by forbearance from action, as provided in paragraph 4.14.2), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the ACC shall specify. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the ACC shall be conclusively deemed to have lapsed, and compliance with the provisions of this paragraph 4.14 shall again be required. There shall be no deviations from plans and specifications approved by the ACC without the prior consent in writing of the ACC. Approval for use on any lot of any particular plans and specifications or design shall not be construed as a waiver of the right of the ACC to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use upon any other lot or lots.

4.14.4 Rules and Regulations of Architectural Control Committee. The ACC shall from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, or guidelines and establish such criteria relative to architectural details, or other matters, as it may consider necessary and appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this paragraph 4.14 or any other provision or requirement of the Declaration. The ACC may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this paragraph. The decisions of the ACC shall be final, except that any Owner who is aggrieved by any action or forbearance from action by the ACC may appeal the decision of the ACC to the Board of Directors. A vote of two-thirds (2/3) of the then constituted Board of Directors shall be necessary to overturn a decision of the ACC.

4.14.5 Enforcement: Right to Correct Violations. In the event any dwelling, building, fence, wall or other improvement or structure shall be commenced, erected, or placed upon any lot otherwise than in accordance with the provisions and requirements of this paragraph 4.14, then the same shall be considered to have been undertaken in violation of this paragraph 4.14 and without the approval of the ACC required herein. Upon written notice from the ACC, such dwelling, building, fence, wall or other structure or improvements shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days after notice of such violation is delivered to the Owner of the lot upon which such violation exists, then the Association shall have the right, through its agents and employees, to enter upon such lot and to take such steps as may be necessary to remove or otherwise

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terminate such violation, and the costs thereof shall be assessed against the Lot upon which such violation occurred. A statement for the amount thereof shall be rendered to the Owner of said Lot, at which time the assessment shall become due and payable and a continuing lien upon said Lot and an obligation of the Owner, and may be enforced as provided herein. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable daylight hour for the purpose of ascertaining whether any violation of the provisions of this paragraph 4.14 or any of the other provisions or requirements herein, exist on such Lot; however, no such entry and inspection shall be taken without a resolution of the ACC or the Board of Directors, and after reasonable notice to the Owner of such Lot. Neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

4.15 Household Pets: Care and Restriction: Limit on Number: Indemnification by Owners. No animal shall be kept within the Real Estate Development except indoor household pets. Such pets may not be kept for any commercial purpose and shall have such care and restraint as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No more than three household pets may be kept without written permission of the Association. No pet shall exceed twenty-five (25) pounds in weight. No pets may be permitted to run loose upon any Lot or within the Real Estate Development, and any Owner who causes any animal to be brought or kept within the Real Estate Development shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Any Owner must promptly remove and dispose of all animal waste of his pets.

4.16 Covenants Applicable to Common Elements. The Common Elements are available to, and restricted to, members of the Association and accompanied guests (and Declarant, for Common Element improvements). All litter must be placed in litter receptacles. No vehicular parking shall be allowed. No skateboards, boats, motorcycles, trucks, all-terrain vehicles, dune buggies, tree houses, tents, forts or similar structures shall be allowed in the Common Elements.

5. Encroachments for Encroachments. If any portion of, or improvements on, the Common Elements encroach upon a Lot or Lots, a valid easement for the encroachment and for the maintenance of same, as long as it stands, shall exist, regardless of whether such easement is shown on the recorded plat. If any portion of a Lot encroaches upon the Common Elements, or upon an adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of same, as long as it stands, shall exist. Such encroachments and easements shall not be considered or

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determined to be encumbrances either on the Common Elements or on the Lots.

6. Administration and Management. Mandatory Membership. The administration and management of this Real Estate Development shall be governed by these Covenants, Conditions and Restrictions and by the Bylaws of the Association. An Owner of a Lot, upon becoming an Owner, shall mandatorily become a member of the Association and shall remain a member for the period of his ownership. The Association shall be governed by a Board of Directors as is provided in the Bylaws of the Association. The Association may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed compensation.

7. Records. Inspection by Owners and Mortgagees. The Board of Directors shall keep or cause to be kept current certified copies of the recorded Declaration, the executed Bylaws, and the books and records with detailed accounts of the receipts and expenditures affecting the Real Estate Development and its administration. The records, so kept shall be available for inspection by all Owners, lenders, and the holders, insurers, and guarantors of first mortgages at convenient hours on working days or under other reasonable circumstances.

8. Owner's Maintenance Responsibility of Lot. For purposes of maintenance, repair, alteration and remodeling, an Owner shall be deemed to be responsible for all portions, whether interior or exterior, of the Lot and its improvements, and for maintenance and upkeep of the Lot in a presentable condition, as determined by the ACC, except as follows: The Association shall have the right of ingress and egress onto any Lot for the purpose of maintaining the yard in the following manner: a) mow both front and back yards; b) edge and provide reasonable care of approved landscaping (not including watering and fertilizing) in front yards only. The Association, or its designated agents, shall be granted access for such maintenance during daylight hours through unlocked gates. The Association and its agents shall not be responsible for injury or loss to any pet since all such pets shall be indoor pets only. Maintenance shall not be provided to any Lot that has locked gates, is cluttered or has an unreasonable amount of animal waste. Each Owner must timely and adequately water his lawn and landscaping.

9. Association's Maintenance Operation, Repair and Alterations Responsibility. Except as provided in paragraph 8 herein, the Association shall be responsible only for the maintenance, operation and repair of the Common Elements.

10. Compliance with Provisions of Declaration, Bylaws and Rules and Regulations. Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws of the Association and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Managing Agent or Board of Directors in the name of the Association on behalf of the

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11. Voting Rights in the Association. Voting in the Association shall be on a per Lot basis. The Declarant shall have five (5) votes for each Lot owned by it, developed or not. All other Owners shall have one vote per Lot.

12. Revocation or Amendment of Declaration. Amendment of Undivided Interest in Common Elements. This Declaration shall not be revoked unless all of the Owners unanimously consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of sixty percent (60%), or more, of the Lots consent and agree to such amendment by instrument(s) duly recorded. However, Declarant may amend this Declaration at any time.

13. Assessment for Common Expenses

13.1 Obligation to Pay Pro-Rata Share. All Owners of Lots shall be obligated to equally pay the assessments, either estimated or actual, imposed by the Board of Directors of the Association to meet the Common Expenses.

13.2 Assessment Due Date. Beginning with the conveyance of each Lot from the Builder to any Owner, assessments for the estimated Common Expenses shall be due monthly in advance on the first day of each month unless another date is specified by written notice from the Board of Directors. In the event the ownership of a Lot commences on a day other than the first day of a month, the assessment for that month shall be prorated.

13.3 Fixing Assessments: Adjustment. For the purpose of fixing and determining the monthly assessments or charges, the Board of Directors of the Association shall determine in advance for each calendar year the estimated aggregate amount of such assessments and charges as may be necessary for such year. The Board of Directors may from time to time during each year make reasonable adjustments in said estimated aggregate amount.

13.4 Special Assessments for Capital Improvements: Majority Assent Notice. In addition to the monthly assessments above, the Board of Directors may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected cost, repair, or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto.

13.5 Basis of Common Expenses: Increases. The assessments made for Common Expenses shall be based upon estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvement responsibilities of the Association. In the event the cash

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13.6. Benefit of Association Earnings. No part of the assessments or net earnings of the Association shall inure to the benefit of any Lot Owner or individual, except to the extent that Lot Owners receive the benefits from the maintenance, repair, operations, additions, alterations and improvement responsibilities of the Association.

14. Owner's Personal Obligation for Payment of Assessments.

14.1. Non-Exemption From Payment. Board Responsibility to Collect Interest Costs, and Attorney Fees. Suit. Notice to Mortgagee. The amount of Common Expenses assessed against each Lot shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Elements or by abandonment of his Lot. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid assessments which remain unpaid more than fifteen (15) days from the due date for payment thereof. In the event of a default by an Owner in the payment of the assessment, such Owner shall be obligated to pay interest at the rate of fifteen percent (15%) per annum, or such higher rate (provided the same shall not be usurious) as the Board of Directors may from time to time determine, the amount of the assessment from due date thereof, together with all expenses, including attorney's fees incurred to collect such assessment together with late charges as allowed by the Bylaws of the Association. Suit to recover a money judgment for unpaid Common Expenses may be instituted in Oklahoma County, Oklahoma, and may be maintainable without foreclosing on a Lot should so provide, a default in the payment of all assessments shall be a default in such mortgage, and if required by the mortgagee by written notice to the Association, the Board of Directors shall give notice of any default in payment of an assessment to the mortgagee.

14.2. Unpaid Lot Assessments. Declarant shall not be responsible for payment of assessments for any Lots in which it is held by Declarant.

14.3. Reserves and Working Capital. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Elements which the Association may be obligated to maintain. The fund shall be maintained out of regular assessments for Common Expenses.

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15. Assessment Lien. Priority. Notice of Lien. Recording. Enforcement. Receiver Mortgage May Pay Assessment. All sums assessed but unpaid for the share of

Common Expenses chargeable to any Lot, including any fees, late charges, fines or interest, shall constitute a lien on such Lot prior to all other liens except the following: (1) assessments, liens and charges for taxes past due and unpaid on the Lot; (2) judgments entered in a Court of record prior to the date of Common Expense assessments; (3) mortgage instruments of encumbrance duly recorded prior to the date of such assessments; (4) mechanic's and materialmen's liens arising from labor performed or material furnished upon a Lot prior to the date of such assessments; and (5) mechanic's and materialmen's liens for labor performed or material furnished upon the Common Elements to the extent of the proportionate part chargeable to the Lot Owners which constitute a part of an assessable charge for Common Expenses, satisfaction of which shall discharge the assessment to the extent of the payment made. To evidence such lien, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by one of the Board of Directors or by one of the officers of the Association and shall be recorded in the office of the County Clerk of Oklahoma County. Such lien for the Common Expenses shall attach from the date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosure of the defaulting Owner's Lot subsequent to the recording of a notice or claim thereof by the Association in like manner as a mortgage on real property. In any such proceedings, the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien and, in the event of foreclosure proceedings, the additional costs, expenses and attorney's fees incurred. The Owner of the Lot being foreclosed shall be required to pay to the Association the monthly assessment for the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgage holding a lien on a Lot may pay, but shall not be required to pay, any unpaid Common Expenses payable with respect to such Lot and such payment shall not be deemed a waiver by the Association of default by the Lot Owner.

16. Assessments Collectible Upon Sale. Upon the sale or conveyance of a Lot, all unpaid assessments against the seller-Owner for his pro rata share of the Common Expenses, including interest, and reasonable attorney's fees incurred in collection, shall be first paid out of the sales price or by the purchaser in preference of any other assessments or charges of whatever nature, except the following:

16.1 Assessments, liens and charges for taxes past due and unpaid on the Lot;

16.2 Judgments entered in a Court of record prior to the date of Common Expense assessments;

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16.3 Mortgage instruments of encumbrance duly recorded prior to the date of such assessments,

16.4 Mechanics and materialmen's liens arising from labor performed or material furnished upon a lot prior to the date of such assessments; and Mechanic's and materialmen's liens for labor performed or material furnished upon the Common Elements to the extent of the proportionate part chargeable to the Lot Owners which constitute a part of an assessable charge for Common Expenses, the satisfaction of which shall discharge the assessment to the extent of the payment made.

In a voluntary conveyance of a lot, the grantee of the lot shall be jointly and severally liable with the grantor of all unpaid assessments by the Association against the latter for his share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association, and such grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

17. Mortgaging a Lot. Property Mortgage Subject to Declaration: Mortgage in Title

Unpaid Assessments. An Owner shall have the right from time to time to mortgage or encumber his lot and the interests appurtenant thereto by deed of trust, mortgage or other instrument, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgage or other lien holder who acquires a lot through judicial foreclosure, public sale or other means shall be subject to the terms and conditions of this Declaration except as specifically excepted herefrom. Where the holder of a first mortgage of record or other purchaser obtains title to the lot as a result of foreclosure or deed in lieu of foreclosure, such acquirer of title shall not be liable for the share of the Common Expenses or assessments chargeable to such lot which became due prior to acquisition of title to such lot by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from the Owners of all of the lots, including such acquirer, his successors and assigns.

18. Insurance

18.1 Master Policy-General Liability. The Association shall carry a blanket insurance policy in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost) from an insurance company qualified to do and conduct business in the State of Oklahoma and holding a rating of Best's Insurance Reports of Class XV or better (the limits of coverage of which insurance shall be reviewed annually by the Board of Directors), of fire, lightning, excluded coverage, vandalism and malicious mischief, all risk, agreed

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amount and inflation guard endorsement and replacement cost covering the Common Elements (except land, foundation, excavation and building service normally excluded from coverage), including fixtures and building service equipment to the extent they are part of the Common Elements, as well as common personal property and supplies, and, if required by law, workmen's compensation insurance (all of which hereinafter referred to as the "Master Policy"), with respect to the Real Estate Development and the Association's administration thereof in accordance with the following: Monticello Homeowners' Association, Inc., for use and benefit of the individual owners. Such policy must contain the standard mortgage clause (without contribution) which must be endorsed to provide that any proceeds shall be paid to the Monticello Homeowners' Association, Inc., for the use and benefit of mortgages, their successors and assigns, as their interest may appear.

The Board of Directors shall also obtain and maintain, to the extent obtainable, comprehensive general liability insurance in such limits as may from time to time be determined necessary covering all of the Common Elements in the Real Estate Development. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Lot Owner because of negligent acts of the Association or other Lot Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. Coverage shall be for at least One Million Dollars (\$1,000,000.00) per occurrence, for personal injury, including death of persons, and/or property damage. The Association shall use its best efforts to see that the liability insurance earned by the Association shall contain appropriate provisions to cover liability of the Owners, individually and as a group, to another Owner. Such policies must provide that they may not be canceled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

18.2 **Named Insured: Mortgagee Clause.** The Master Policy shall be purchased by the Association naming the Association as the insured, as attorney-in-fact or trustee (for all of the Owners), which policy or policies must contain or have attached the standard mortgage clause commonly accepted by private institutional mortgage investors in the area in which the mortgaged premises are located.

18.3 **Fidelity Insurance.** The Board of Directors may also obtain and maintain fidelity insurance coverage against dishonest acts on the part of officers, directors, managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one

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and one-half (1 1/2) times the estimated annual operating expenses and reserves of the Association or the management agent, as the case may be, at any given time during the term of each bond, or (iii) a sum equal to three (3) months' aggregate assessments on all lots plus reserve funds, in connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The fidelity insurance policy shall provide it may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association or to any Insurance Trustee and each servicer on behalf of FNMMA and FILLMC.

18.4 Insurance for Lot Owner. Each Owner shall be required to obtain insurance, at his own expense, on his lot, improvements, and on all furnishings and decorations and other items of personal property belonging to an Owner. Casualty and public liability insurance coverage within each lot are specifically made the responsibility of the Owner thereof.

18.5 Insurance Trustee Power of Attorney. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured, on behalf of the Association, the Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Each Lot Owner appoints the Association or any Insurance Trustee or substitute Insurance Trustee designated by the Association as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of all other acts necessary to execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association or any Insurance Trustee shall receive, hold or otherwise properly dispose of any proceeds of insurance in trust for Lot Owners and their first mortgage holders, as their interests may appear.

19. Eminent Domain

19.1 Acquisition of All or Substantially All of a Lot. If a lot is acquired by eminent domain, or if part of a lot is acquired by eminent domain leaving the Lot Owner with a remainder which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Lot Owner and mortgagees, if any, as their interests may appear, for the lot and its Common Element interest, whether or not any Common Element interest is acquired. Upon acquisition, unless the decree otherwise provides, that Lot's entire Common Element interest, votes in the Association, and Common Expense liability are automatically reallocated to the remaining lots in proportion to the

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respective interests, votes, and liabilities of those Lots before the taking.

19.2 Acquisition of Part of Common Elements. If part of the Common Elements is acquired by eminent domain, the award must be paid to the Association. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Lot Owners in proportion to their respective Common Element interests before the taking.

19.3 Association to Represent Owners. The Association shall represent the Lot Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or part thereof. Each Lot Owner appoints the Association as attorney-in-fact for such purposes.

20. Registration of Mailing Address of Lot Owners. Each Owner shall register his mailing address with the Association, and notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address.

21. Period of Ownership. The Real Estate Development created by this Declaration shall continue until this Declaration is revoked in the manner as is provided for in this Declaration.

22. General Reservations. Declarant reserves the right to establish within the Common Elements future easements, reservations, exceptions and of the Real Estate with the ownership and development of the Lot Owners and the Association in order to serve the entire Real Estate Development.

23. Waiver Clause. Except as to the payment of assessments, the Association shall have the power to grant to any Owner a waiver, variance or exception of and from any of the provisions of this Declaration, so long as said waiver, variance or exception is approved by the Declarant. If the Declarant is the owner of any Lots, and so long as said waiver, variance or exception is approved by a majority of the Board of Directors of the Association.

24. General

24.1 Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

24.2 Failure to Enforce Not Waiver. No provision contained in this Declaration or the Bylaws shall be deemed to have been abrogated or waived by reason of

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any failure to enforce the same irrespective of the number violations or breaches which may occur.

24.3 **Captions.** The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration or exhibits or the intent of any provision hereof.

24.4 **Gender.** The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

24.5 **Covenants to Run With the Land.** The covenants, conditions and restrictions of this Declaration shall run with and bind the Real Estate Development and shall inure to the benefit of and be enforceable by the Association or any member, their respective legal representatives, heirs, successors and assigns.

24.6 **Declarant Easement.** Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights reserved herein.

24.7 **Enforcement at Law or in Equity.** Notice to Mortgagee of Unrecorded Default. The Association, or any Owner or Declarant, so long as Declarant has a record interest in the Real Estate Development, shall have the right to enforce by proceedings, at law or in equity, all restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violations; however, with respect to assessment liens and Association Rules, the Association shall have the exclusive right to the enforcement thereof. The Association or any Owner shall also have the right to enforce, by proceedings at law or in equity, the provisions of this Declaration or the Bylaws and any amendments thereto. A first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the individual Lot Borrower of any obligation under the Real Estate Development documents which is not cured within sixty (60) days.

24.8 **Attorneys' Fees.** In the event an action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a special assessment with respect to the Lot involved in the action.

24.9 **Special Amendment.** Declarant (and its successors) hereby reserves and is granted the right and power to amend this Declaration at any time while Declarant has ownership of any Lot. Declarant and its successors may also record

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a Special Amendment to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and improvements thereon. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Amendment made by Declarant shall affect or impair the lien of any first mortgage upon a Lot and improvements thereon or any warranties made by an Owner or first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage on such Owner's Lot and improvements thereon.

24.10 Future Additions. Although this Declaration includes only the real property described above, the Declarant may develop additional plats in the same area, which additional plats will be complementary in concept to this Declaration, and which additional plats shall provide additional owners as members of the Association. The Declarant, its successors and assigns, shall have the right to bring within the concept of this Declaration additional plats. The additional plats authorized hereunder shall be made by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions, herein called "Supplementary Declaration" with respect to the additional property which shall extend the concept of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties, provided they are not inconsistent with the concept of this Declaration.

25. Livestock Area. The Association shall own and maintain the Livestock Area as a Common Element and shall control and maintain the same subject to the following provisions:
 25.1 Rules and Regulations. The following rules and regulations shall be followed by all Owners and their guests unless specifically amended by the Declarant or its successors and assigns:

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- a) The Pool Area shall be open from 10:00 a.m. until 11:59 p.m. each day; there shall be no requirement for a lifeguard;
- b) Entry into the Pool Area may be controlled through a key or card pass system; there shall be no glass in the Pool Area;
- c) Adequate public liability insurance shall be maintained by the Association naming both the Association and the Declarant as insureds;
- d) Any Owner must personally accompany any guest to the Pool Area and guests may not exceed the number of three (3) at any one time for any one Owner;
- e) Minors under the age of eighteen (18) years must be accompanied by an adult at all times.

25.2 Maintenance. The Association shall maintain the Pool Area through the utilization of necessary janitorial services and pool cleaning services. The Association must meet all state and local health regulations with respect to the Pool Area. All such maintenance costs shall be considered Common Expenses.

25.3 Structural Integrity Guarantee. The Declarant hereby guarantees the structural integrity of the roof in the Pool Area (except against acts of God) for a period of five (5) years from the date of this Declaration. In exchange for such guarantee, the Declarant shall have exclusive utilization of the Pool Area, at no cost to Declarant, for seventeen (17) days of each calendar year. The Declarant may, during these days, rent, lease or otherwise hire out the Pool Area for any legal purpose and the income from such activities shall accrue to the benefit of the Declarant. At the option of the Declarant, such guarantee may be extended for one (1) year periods in exchange for seventeen (17) rent free days per year.

25.4 Additional Rules. The Declarant and the Association reserve the right to promulgate additional rules with respect to the Pool Area and all Owners and their guests shall be bound thereby. Any Owner who violates the rules, or allows a guest to violate the rules, may forfeit or lose all rights to the Pool Area but only after an appropriate hearing by the appointed officials of the Association. Loss of Pool Area privileges by an Owner shall in no way affect the payment of any assessments due from the Owner created by this document.

26. **Resale of Lot.** Each Owner agrees that so long as the Declarant is the Owner of any Lot, such Owner shall utilize the Realtor/Broker designated by the Declarant in the selling of any Lot and the improvements thereon.

27. **Deregulated Utilities.** Should any utility be deregulated, the Association may elect which utility company or companies are to provide such deregulated utility services to all Lots in this addition. The Association shall have a standing committee to evaluate on a continuing basis the most efficient and cost effective utilities available to the Lots. The decision of the Association in such matters shall be final.

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IN WITNESS WHEREOF, the undersigned has executed these presents the 21 day of December, 1999.

MONTICELLO, L.L.C.

By: Tom Hoshall
Manager

L.L.C. ACKNOWLEDGMENT

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 21st day of December, 1999, personally appeared Tom Hoshall to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.



My Commission Expires:

April 26, 2003
(SEAL)

Jeffery L. Hoshall
NOTARY PUBLIC

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EXHIBIT "A"

All of Monticello Addition, an addition to Oklahoma City, Oklahoma
County, Oklahoma according to the recorded plat thereof.

Declaration of Covenants, Conditions and Restrictions
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