

Return To:  
Glenhurst Villas  
J.W. Mashburn Dev, Inc  
8520 S. Pennsylvania  
Oklahoma City, OK 73159



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State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill

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1-12-2012

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**DO NOT REMOVE THIS PAGE  
THIS IS A PART OF THE RECORDED DOCUMENT**

**DECLARATION OF ADDITIONAL COVENANTS, CONDITIONS  
AND RESTRICTIONS TO AFFECT  
ALL OF LOTS ONE (1) THROUGH SIXTY-SEVEN (67),  
BLOCK TWENTY-EIGHT (28),  
OF GLENHURST SECTION VI (6),  
HEREAFTER TO BE REFERRED TO AS  
THE GLENHURST VILLAS  
IN GLENHURST SECTION 6**

**THIS DOCUMENT SHALL ENTIRELY REPLACE AND NULLIFY  
THE DOCUMENT FILED OF RECORD WITH THE OKLAHOMA  
COUNTRY CLERK ON AUGUST 28, 2008  
AT BOOK 10895, PAGES 206-221  
AS TO THE LOTS DESCRIBED ABOVE**

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

**DECLARATION OF ADDITIONAL COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**THE GLENHURST VILLAS  
IN GLENHURST SECTION 6**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT, the undersigned FIRST AMERICAN TITLE & TRUST COMPANY, Trustee, and J. W. MASHBURN DEVELOPMENT, INC. which are Oklahoma Corporations organized and existing under and by virtue of the laws of the State of Oklahoma for convenience hereinafter collectively referred to as "OWNER" or "DEVELOPER", do hereby certify that they are the owners and the only corporations, partnership or partnerships, person or persons, having a right, title or interest in all of the land embraced and included in Lots One (1) through Sixty-Seven (67), Block Twenty-Eight (28) of GLENHURST, SECTION 6, now plotted into lots, blocks, streets and easements, as shown on the recorded plat of GLENHURST - SECTION 6, 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 described above, and for the further purpose of providing adequate restrictive covenants for the benefit of themselves, and their successors in title to the aforesaid lots, the Owners do hereby impose the following restrictions and reservations on Lots One (1) through Sixty-Seven (67), Block Twenty-Eight (28) of GLENHURST SECTION 6, said lots to be hereafter referred to as GLENHURST VILLAS, 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, within the GLENHURST VILLAS 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 First American Title & Trust Company, as Trustee for COYLE-MASHBURN DEVELOPMENT, L.L.C., hereinafter referred to as "DECLARANT".

**WITNESSETH:**

WHEREAS, FIRST AMERICAN TITLE & TRUST COMPANY, Trustee and J. W. MASHBURN DEVELOPMENT, INC., are the Owners of certain property in Oklahoma City, Oklahoma County, and State of Oklahoma, which is more particularly described as:

Lots One (1) through Sixty-Seven (67), Block Twenty-Eight (28) of  
Glenhurst Section 6, being a part of the NW/4, of Section 22, Township 13  
North Range 4 West, I.M. Oklahoma City, Oklahoma County, Oklahoma as  
shown on the recorded plat thereof.

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 Villas Home Owners Association, Inc., for the purpose of exercising the aforementioned functions.

NOW THEREFORE, "OWNERS" hereby declare 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 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 Villas located within the boundaries of Glenhurst Section 6  
Oklahoma City, Oklahoma more particularly described as follows:**

Lots One (1) through Sixty-Seven (67), Block Twenty-Eight (28) as shown on  
recorded plat of Glenhurst Section 6

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

**Section 1. Mandatory 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 two home owners associations, the **Glenhurst Villas Home Owners Association**. (Lots 1 thru 67, Block 28) and 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 Villas Home Owners Association. These documents are available upon request from the Declarant.**

**Section 2. "Association's Maintenance and Responsibility"** Glenhurst Villas Home Owners Association shall be responsible for:

- (a) The maintenance, operation and repair of the private streets, gates, gate operators and entrance to all of Lots 1 through 67, Block 28. Common areas shown on any Glenhurst plat where the lot owners are made mandatory members of the Association, together with any improvements constructed by Declarant on the subject property to be used by the lot owners;
- (b) Mowing, fertilization and spraying of the privately owned yards. On lawn maintenance days, it is the responsibility of each owner to provide access for any lawn contractor to each back yard, to clean up after pets, and to bring them indoors on designated lawn care days.

The Glenhurst Home Owners Association shall be responsible for:

- (c) Any walls, entrances, sprinkler systems or other structures constructed along section line roads, common areas or entry way streets;
- (d) Mowing, fertilization and spraying of the common areas including the section line roads. And any other areas shown on the plat as common right-of-way such as entrances and center medians.

**Section 3. "Interim Control of Association; Use of Dues"** The Declarant shall have complete control of the Home Owners Association until the development is complete or the Declarant determines to relinquish full control of the Association to the lot owners. Thereafter, at a meeting called by the Declarant, with due notice to all of the then owners of lots, the Declarant shall turn such non-profit corporation over to the home owners, and such home owners shall accept non-profit corporation. Even after the Declarant relinquishes control, so long as the Declarant is developing the Glenhurst Villas, the Declarant shall retain the right to veto any proposed action of the Association and the Association shall be bound by the Declarant's veto. The Declarant shall have this power of veto notwithstanding any language herein to the contrary.

During the period of Declarant's management of the Association, dues shall be collected as hereinafter provided and shall be used by the Declarant for the maintenance of the yards, the common areas and administrative expenses, but not for any improvements of the Common Areas which may be constructed by the Declarant.



**Section 4. "Assessment for Annual Dues and Special Assessments"** Except as stated in this Section 4, all Owners shall be obligated to pay the annual dues imposed by the Bylaws and the Board of Directors of the Glenhurst Villas Home Owners Association to meet the expenses of the Glenhurst Villas Home Owners Association.

**"Initial Dues and Due Dates"** The Annual Dues are hereby initially set at \$1,500.00 per year. Beginning with the conveyance of each lot from the Builder to any owner, assessments for the estimated common expenses shall be due yearly in advance on the first day of January 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 the year, the assessment for that year shall be prorated.

**Increase In Dues:** If it becomes necessary to increase annual dues to cover expenses paid from the dues, an increase above the maximum assessment for the previous year may be imposed on each lot owner.

**"Special Assessments for Capital Improvements; Assent; Notice"** In addition to the dues hereof, the Board of Directors and/or Declarant may levy 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 repair or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto. No special assessment may be levied upon the Declarant.

**"Assessment Lien: Priority; Notice of Lien; Recording; Enforcement; Receiver; Mortgagee May Pay Assessment"** All unpaid assessments and annual dues 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 due date of the annual dues or assessment date, (3) mortgage instruments of encumbrance duly recorded prior to the due date or date of such assessment, and (4) mechanic's and material men's liens arising from labor performed or material furnished upon a lot prior to the due date or date of such assessment. 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, or a management agent of the Board of Directors, and shall be recorded in the office of the County Clerk of Oklahoma County, Oklahoma. Such lien for the annual dues or special assessment shall attach from the due 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 notice or claim thereof by the Association in like manner as a mechanics or materialmen's lien 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 yearly assessment for the lot during the period of foreclosure, and 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 mortgagee holding a lien on a lot may pay, but shall not be required to pay, any unpaid annual dues or special assessments payable with respect to such lot, and such payment shall not be deemed a waiver by the association of default by the lot owner.

**"Annual Dues and Assessments Collectible On Sale"** Upon the sale or conveyance of a lot, all unpaid annual dues or assessments, including interest and costs and reasonable attorney's fees incurred in collections, 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:

- (a) Assessments, liens and charges for taxes past due and unpaid on the lot;
- (b) Judgments entered in a Court of Record prior to the due date of annual dues or a special assessment;
- (c) Mortgage instruments of encumbrance duly recorded prior to the date of such assessments;
- (d) Mechanic's and materialmen's liens arising from labor performed or material furnished upon a lot prior to the date of such assessment; and

In a voluntary conveyance of a lot, the grantee of the lot shall be jointly and severally liable with the grantor for all unpaid dues and assessments by the Association, without prejudice to the grantees right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the management agent 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 by subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

**"Mortgaging a Lot; Priority; Mortgage Subject To Declaration; Mortgagee 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, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee 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 here from. Where the holder of a first mortgage of record or other purchaser obtains title to the lot as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, such acquirer of title shall not be liable for the annual dues or assessments chargeable to such lot which became due prior to acquisition of title to such lot by such acquirer.

**"Non-Exemption From Payment; Board Responsibility to Collect; Interest, Costs and Attorney Fees; Suit; Notice to Mortgagee"** The amount of annual dues and assessments assessed against each lot shall be the personal and individual debt of the owner thereof. No owner may exempt himself from this liability by waiver of the use of enjoyment of any of the common areas or by abandonment of his lot. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid dues or 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 dues or an assessment, such owner shall be obligated to pay interest at the rate of eighteen percent (18%), or such higher rate (provided the same shall not be usurious) as the Board of Directors may from time to time determine, per annum on the amount of the dues or assessment from the due date thereof, together with all expenses, including attorney's fees incurred to collect such dues or assessments together with late charges as provided by the Bylaws of the Association. Suit to recover a money judgment for obligations may be instigated in Oklahoma County, Oklahoma, and may be maintainable without foreclosing or waiving the lien securing same additionally, in the event that the mortgage on a lot should so provide, a default in the payment of an obligation 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.

**"Exempt From Dues"** While in title (ownership) to any of the lots in Glenhurst Villas, First American Title & Trust, Trustee, for Coyle-Mashburn Development, L.L.C. (The developers of Glenhurst Villas) or any current or future entities of the above mentions and any active home builder shall not pay dues in the Glenhurst Villas Home Owners Association.

**Section 5 "Rules and Regulations; Fines; Enforcement"** The Board of Directors is empowered to adopt Rules and Regulations together with the authority to impose fines, all of which shall be binding on all owners as is fully set forth herein.

**"Adoption of Rules"** Written notice of any proposed adoption, modification or change of a rule or a fine shall be given to the members. Said written notice shall provide at least five (5) days notice of the meeting wherein the Board proposes to adopt the rule or fine and afford any owner the opportunity to be heard in that regard. At the conclusion of the meeting the Board may adopt the rule or fine as published or make modifications prior to final decision.

**"Due Process"** In order to afford or afford due process to each owner before any punitive action may be finally imposed by the Board of Directors, each owner shall have the right of a hearing before the Board of Directors, en banc for the purpose of avoiding or mitigating any penalty, fine or punitive action. The owner shall be afforded not less than ten (10) days written notice of the hearing. At the hearing, both the Association and the owner may produce evidence and present witnesses. The Board of Directors shall promptly resolve the dispute and announce its decision, which in such instances shall be final as to all matters.

**"Notice"** New owners shall be afforded copies of the rules upon notice of the Association of the change of title.

**Section 6 "Prohibition of Employment or Other Pecuniary Gain"** 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 improvements responsibility of

the Association. No lot owner or any business in which a lot owner has an interest may receive a credit or compensation, directly or indirectly, for services rendered as an officer, director or employee of the Association.

**Section 7 "Committees" (Architectural Committee)** The Association shall establish an Architectural Committee and such other committees as needed. The Architectural Committee shall exercise all of the rights and powers reserved herein to the Declarant once those rights have been transferred pursuant to the provisions of paragraph entitled "Transfer or Reserved Rights" (page 21). The Architectural Committee is comprised of the following members:

J. W. Mashburn  
Jesse Mashburn  
Richard N. Coyle  
Nolan Coyle  
Cartee Foree

The purpose of the Committee is to promote good design and compatibility within the subdivision and in its review of plans, specifications, plot plans, any fencing, 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 dwelling, building, wall, storage shed, cabana, greenhouse, playhouse, pergola, or other improvement or structure 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 the above mentioned Architectural Committee or their duly authorized representative or successors. In the case of the death or resignation of any member or members of said committee, the owner 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, the 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 of 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. If the Architectural



Committee chooses to grant a waiver subsequent to completion because of hardship, such action shall not be deemed a precedent for similar violations in the future. 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.

**Section 8 "Registration of Mailing Address of Lot Owners; Association Address"**

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 as such registered mailing address. All notices, demands or other notices intended to be served upon the Secretary or managing agent of the Board of Directors of the Association at 6501 Avondale Drive, Oklahoma City, OK 73116.

**Section 9 "Operation of Gate During Construction Period"** The subject property is a privately gated community, however, the gate will not be made operable until the earlier of (a) the Association has been turned over to a home owner elected Board of Directors or (b) earlier at the option of the Declarant if circumstances allow. Normally activation of the gate will occur within sixty (60) days after the election of the first home owner controlled Board of Directors. However, in no event shall the Association close the gates during normal business hours which shall be defined for these purposes as daylight to dusk, including weekends, so long as the Declarant or any builder has homes for sale in the addition.

**Section 10 "Mandatory Mediation/Arbitration"** Any owner, by acceptance of a deed to a lot in the Subject Property, does hereby agree to mandatory mediation and arbitration of any dispute between that owner and the Association or any other owner the subject of which is the violation of non-compliance with the terms of these Covenants or Bylaws of the Association. The terms and procedures to be followed are set forth in the Bylaws of the Association and may be modified or expanded as provided therein.

**Section 11 "Mandatory Membership in Main Association – "Glenhurst Home Owners Association"** The owners herein are also mandatory members in the main Association and must pay the dues, which are for the year 2011 \$240.00 per year paid in advance, and abide by the Rules and Regulations contained in the Declaration of Covenants, Conditions and Restrictions. In the event the ownership of a lot commences on a day other than the first day of the year, the assessment for that year shall be prorated.

**ARTICLE III**

## **MEMBERSHIP AND VOTING RIGHTS:**

**Section 1 “Membership”** Every owner of a lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment.

**Section 2 “Voting Rights”** The Association shall have two classes of voting Membership.

Class A – The Class “A” Members shall be all owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B – The Class “B” Members shall be the Declarant and shall be entitled to Six (6) votes for each lot owned. The Class “B” Membership shall cease and be converted to Class “A” membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class “A” membership equals the total votes outstanding in the Class “B” membership, or
- (b) March 31, 2022.

## **ARTICLE IV**

### **PROPERTY RESTRICTIONS:**

**Section 1 “Single Family Residences”** All lots herein shall be occupied as single family residences only. No residence may be owned or occupied for any commercial purpose. No residence may be occupied by more than two unrelated persons.

**Section 2 “Improvements and Alterations; Plans and Specifications; Approval”** Except for construction by the Declarant, no building, fence, wall or other improvements or structure, including mail boxes, shall be commenced, erected, placed, moved or maintained upon the subject land, nor shall any exterior addition to or change in any improvement located on the subject land, be made until the complete plans and specifications showing the precise and exact nature, kind, shape, height, set-back, materials, color and location of the same shall have been submitted in duplicate to and approved in writing by the Architectural Committee as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the improvements. The Architectural Committee may waive this requirement, at its option, by written authorization upon the terms and conditions set forth in said writing. After the initial construction, this right of approval of changes or



modifications to the construction described herein shall automatically pass to the Association.

**Section 3 “Minimum Square Footage”** Unless otherwise stated herein, no residence shall contain less than One Thousand Five Hundred (1,500) square feet of living area. The first floor of any two story residence must contain a minimum of One Thousand (1,000) square feet of living area.

**Section 4 “Exterior Requirements; Foundations; Fireplaces; Color Selections”** The exterior of any residence shall be at least eighty-five percent (85%) brick, stone, stucco or drivit, and fifteen percent (15%) may be of frame or other material which will blend together with the brick, stone, stucco or drivit. It is the intention of this restriction to allow panels of materials other than brick, stone, stucco or drivit to be used, but in no event shall a continuing wall consisting of eighty-five percent (85%) of the exterior of the residence be built of any material other than brick, stone, stucco or drivit. This restriction is intended to encourage the use of on the principal exterior of residences of masonry construction, but may be modified to allow the use of other materials to blend with the environment to eliminate repetition of design. In no event shall out buildings be of a material other than the residence.

**Foundations must be of footing and stem construction with no exposed stem walls. No pier and grade construction is allowed.**

**Fireplaces:** Fireplaces with an outside chimney chase shall be constructed as follows:

- (a) All flues must meet City code, but in no case shall the outside diameter of the flue be larger than eight inches (8”).
- (b) All flues on the front or side of the house shall be constructed of one hundred percent (100%) masonry veneer or drivit exterior which goes to within eight inches (8”) of the flue top or cap.
- (c) Direct vented fireplaces shall vent out of the rear or thru the roof of the home.
- (d) All fireplaces shall conform to the City requirements for a woodburning fireplace. The chimney must be no less than three feet (3’) higher than the roof at the point where the chimney passes through the roof. The chimney must also be at least two feet (2’) higher than any portion of the building that is within a ten foot (10’) radius of the chimney.

**Color Selections (Exhibit A):** The exterior building materials (paint, brick, guttering) are restricted to the choices shown in attached Exhibit “A”. Maintenance or repairs made to your home regarding the paint, brick or guttering must remain consistent with the exterior building materials selections. No variance to change any color selections will be accepted without written approval by the Architectural Committee prior to any changes.

**Section 5 “Storage Sheds and Other Detached Structures”** Detached storage buildings are permitted so long as the structure conforms to the exterior requirements and

the roofing requirements. It is the intent of his provision that the storage building conform exactly to the original home. The following are specifications:

- (a) Not to exceed ten feet by ten feet (10' x 10')
- (b) Six foot (6') wall height
- (c) Roof pitch shall be a 4/12 i.e., the roof ridge can be no higher than twenty inches (20") above a six foot (6') fence.
- (d) Residence must have a 6' site proof fence.

A custom building must be built of the same type building and roofing material that is used in the home; however, it does not have to be bricked. Specifications of storage buildings as to location, size, material and height shall be submitted to the Architectural Committee for approval before installation. The Architectural Committee may, in its discretion, waive or grant a variance in whole or in part to the restrictions in this section; however, such waiver or grant of variance must be in writing. Any storage building that does not conform to these requirements must be completely hidden from the street and any adjoining property owners.

#### **Section 6 "Driveways; Sidewalks; Mailboxes"**

**Sidewalks** – All lots shall have a four foot (4') concrete sidewalk across the front of the lot (and the side of the lot on any corner lot) and adjoin to any existing sidewalk on adjacent lots.

**Mailboxes** – Shall be of brick or stone construction

**Driveways** - Shall be concrete construction. The width of the driveway in as far as its capacity to park cars side by side shall not exceed the number of cars to be parked in the garage. The width of driveway cannot be for three (3) cars if the width of the garage is for two (2) cars.

**Section 7 "Roofing Materials and Roof Pitch"** Roofs may be constructed using composition shingles provided said shingles meet the appropriate minimum criteria shown below:

**Composition Roofs:** All composition roofs shall be constructed using no less than a laminated shingle with a limited lifetime warranty, together with manufactured ridges (Z Ridge, Timbertex 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 sold by the manufacturer. Must use one of the following manufacturers: Tamko, Atlas, GAF, Owens Corning. If shingles are discontinued, builder will use said manufacturer's replacement. No three tab shingles allowed.

**Roof Pitch:** 10/12

A majority of the Architectural Committee may, in its discretion, waive in whole or in part the restrictions in this paragraph; provided such waiver is obtained in writing in advance of construction.



**Section 8 "Fences"** Any and all fences must be approved in writing by the Architectural Committee. No double fencing is allowed. 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, other metal fencing and vinyl fencing is prohibited. A detailed drawing or brochure of the intended fencing material along with a plot plan showing the intended location of the fence must be submitted for written approval prior to installation. No fences shall be installed to extend beyond any building line on the front or side of each residence or lot. Fences on the back of each lot or residence must be installed on the property line. The property line pins must be located by the resident or contractor installing the fence to assure there are no encroachments to neighboring property. The Architectural Committee may, in its discretion, waive or grant a variance in whole or in part to the restrictions in this section as to fences; however, such waiver or grant of variance must be in writing.

**WALL REPAIRS/REPLACEMENT:** Damages, repairs or deterioration caused by normal wear and tear to the wall/fence will be the responsibility of the developer so long as the lots are undeveloped.

After the sale of a developed lot to a home owner, that home owner shall be totally responsible to provide ample "Other Structures" insurance within their home owners policy to provide coverage to repair damages to the wall/fences that are located directly behind or alongside their property. Deterioration caused by normal wear and tear (such as mortar, foundation, brick, or an act of God) shall be the responsibility of each home owner. In the event that two home owners share a fence between the two properties, then each home owner shall share equally in the costs.

**Section 9 "Landscaping & Trees & Tree or Shrub Replacement"** All builders must preserve all existing trees as much as possible to every practical extent. All builders must provide at least one (1) tree at least two and one-fourth inches (2 ¼") caliper measured six inches (6") from ground level, (either existing or to be planted) in the area between the building line and the street right-of-way. Corner lots must have two (2) trees, one (1) on each street. Trees may be of either deciduous or evergreen variety. If any tree dies, it must be replaced within thirty (30) days by the property owner or the Developer may replant the tree(s) and be entitled to reimbursement therefore. The Developer shall have the right to enter onto the property for the purpose of replanting. If the Developer is not reimbursed, the Developer 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 the Glenhurst Villas. The Architectural Committee shall, in its sole discretion, determine when a homeowner is in violation of this restriction.

**Section 10 "Construction; Limitations, Deviations From Plans & Specifications"**

Construction or alterations in accordance with plans and specifications approved by the Architectural Committee shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Committee (whether by affirmative action or by forbearance from actions), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural Committee shall specify. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Committee shall be conclusively deemed to have lapsed, and compliance with the provisions of this paragraph shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Committee without the prior consent in writing of the Architectural Committee. 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 Architectural Committee to disapprove such plans and specifications, or any areas or features thereof, in the event such plans and specifications are subsequently submitted for use upon any other lot or lots.

**Section 11 "Certificate of Compliance"** Upon the completion of the construction or alteration of any building, fence, wall or other improvements or structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, at the request of the owner thereof, issue a certificate of compliance which shall be prima facie evidence that the building, fence, wall, or other improvements or structure referenced in such certificate has been approved by the Architectural Committee and constructed or installed in full compliance with the provisions of this article.

**Section 12 "Enforcement; Right To Correct Violations"** In the event any building, fence, wall or other improvements or structure shall be commenced, erected, placed, moved or maintained upon any lot, otherwise than in accordance with the provisions and requirements of these provisions, then the same shall be considered to have been undertaken in violation of these provisions and without the approval of the Architectural Committee required herein. Upon written notice from the Architectural Committee, such 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 Architectural Committee shall have the right, through its agents and employees, to enter upon such lot and take such steps as may be necessary to remove or otherwise terminate such violation, and the costs thereof shall be assessed against owner and 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 owners, and may be enforced as a judgment lien. The Architectural



Committee 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 or any of the other provisions or requirements of this Declaration, exists on such lot.

## ARTICLE V

### **PROHIBITED USES:**

**Section 1 “Offensive or Noxious Use; Nuisance Activity; Gardens”** 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. No noxious or offensive activity shall be carried on, nor shall anything be done therein which may be or may become an annoyance or nuisance. **Gardens** shall be permitted providing they are not visible from any neighboring property.

**Section 2 “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.

**Section 3 “Mineral Drilling”** No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons within the subject lands shall be permitted.

**Section 4 “Livestock, Dogs & Cats”** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, 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. No type of animal shelters (houses), dog runs, fenced areas shall be visible from the street or neighboring property. No pets may be permitted to run loose. Each owner of a pet shall be responsible for seeing that his pet does not leave animal waste on a neighbor's property. In other words the “pooper scooper” law shall be in effect.

**Section 5 “Dumping on Vacant Lots Prohibited”** No trash, ashes, grass clippings or other refuse may be thrown, placed or dumped on any vacant lot.

**Section 6 “Signs”** The construction, erection or maintenance of a sign or billboard on any lot or building site is specifically prohibited; except that a sign or billboard advertising the rental or sale of such property is permitted; provided it does not exceed eight (8) square feet in size, unless specific written consent is obtained in advance from Architectural Committee. All signs must be removed after closing or house is occupied.

**Section 7 “Vehicle Parking, On-Street Parking and Storage”** No vehicles of any type shall be stored permanently on any lot or driveway. No automobile, camper, recreational vehicle, motor home, large commercial vehicle, truck, boat, trailer of any type, not any vehicle in the process of being repaired or otherwise presently inoperable, shall ever be temporarily or permanently parked or located forward of the front building setback limit line on each lot, as same is shown on the recorded plat; provided, however, that is not the intention of this paragraph to exclude the temporary parking of passenger automobiles on any portion of the garage driveway that is located in front of such front building limit or setback line on each building site. Temporary parking shall not be defined as to include overnight parking. **“On-Street” parking, even temporarily, is specifically prohibited.**

**Section 8 “Garbage Cans”** Garbage cans shall be placed/stored on concrete pad constructed for this purpose and located beside garage. Garbage cans may be visible on the day of pick-up only and shall be replaced to the concrete pad as soon as possible after pick-up.

**Section 9 “Hot Tubs”** Above ground hot tubs are permitted; however, must be concealed by a six foot (6') site proof fence surrounding the outer most boundaries on any particular lot as defined in the section heading referring to Fences, Page 13.

**Section 10 “Tanks; Swimming Pools ”** No elevated tanks of any kind shall be erected, placed or permitted on any lot. No above ground swimming pools are allowed.

**Section 11 “ Skateboards; Bicycle Ramps”** No skateboard or bicycle ramps may be constructed on any yard or Common Element.

**Section 12 “Commercial and Church Buildings Prohibited”** No building or structure of any sort may ever be placed, erected or used for church, business, professional trade or commercial purposes on any portion of any lot or block in the Glenhurst Villas except that this prohibition shall not apply to any building or structure that may be placed on any lot, or portion of a lot, that is used exclusively by a public utility company in connection with the furnishing of public utility service to such addition.



**Section 13 "Commercial Activities Prohibited"** No church, business, professional office, trade or commercial activity of any sort may ever be conducted in any residence or building of any sort, or upon any portion of any lot or block. This restriction is not intended to prohibit those types of in-home commercial activities which can be conducted in such a manner that the neighbors are unaware of the existence of the business, such as bookkeeping, sales conducted via telephone or the internet, etc.

**Section 14 "Clothes Drying Facilities"** No outside clothes drying or airing facility shall be visible from streets or neighboring property.

**Section 15 "Satellite Receiving Dishes, Other Antennas, Wind Powered Generators"** Satellite receiving dishes, small DSS disks, radio or television antennas shall be allowed provided they are not visible from the street. They shall be placed in such a manner as to be unobtrusive as possible, not visible from passing cars and to the degree possible from any other lot, conditioned on the ability of the homeowner to receive the appropriate satellite, satellite radio or television signal. **No wind powered generators** shall be allowed on any lot.

**Section 16 "Window Units"** No window units shall be placed in any windows or walls for the purpose of heating or cooling.

**Section 17 "Tree Houses, Platforms, Play Towers & Other Similar Structures"** Each resident is allowed one child's outdoor play structure such as a play tower, swing set or trampoline that may be seen above a 6' fence line to exist in their backyard providing the backyard has a site proof fence on the front and side portions of the backyard and the placement of such structure is set such that it cannot be seen from the street in front of the residence. The Architectural Committee may in its discretion, waive in whole or in part the restrictions in this paragraph, provided such waiver is obtained in writing in advance of construction.

**Section 18 "Temporary Structure"** No trailer, tent or shack shall be erected, placed or permitted, nor shall any structure of a temporary character be used at anytime as a residence without the prior written consent of the Architectural Committee.

**Section 19 "Mobile Homes Prohibited"** Mobile homes of any type are specifically prohibited from being located even temporarily on any lot.

**Section 20 "Modular Homes Prohibited"** No modular homes shall ever be constructed or erected on any lot.

**Section 21 "Boats, Trailers and Other Vehicles"** Boats, trailers or other vehicles, except mobile homes, which are not normally used as every day transportation may be kept on the premises provided they are totally concealed from the streets and are not visible from any other lot. No temporary or overnight parking on any portion of the driveway will be permitted.

**Section 22 "Basketball Goals"** Permanently installed basketball goals are not permitted. Basketball goals, if used, must be portable. They are not to become a permanent fixture on your driveway. When not in use, they must be stored as inconspicuously as possible so they are not prominently noticeable when driving on the street.

**Section 23 "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 cars wide and must be attached to, or built within a residence.

**Section 24 "No Garage Conversions"** The garage of a residence may not be converted for any other use or purpose except parking of the owner's vehicles. This prohibition does not apply to any conversion by the Declarant for use as a sales office, however, such conversion by the Declarant would be temporary and any garage so converted shall be returned to its original purpose.

**Section 25 "Garage Sales"** No garage sales shall be conducted without the express written permission of the Architectural Committee.

**Section 26 "Garage Doors"** Every garage door or doors shall meet with specifications promulgated by the Architectural Committee. Such doors shall remain closed as a general rule thereby preventing the garage inside area from being constantly visible.

**Section 27 "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. The Architectural Committee shall have the sole authority to determine when a lot is not being maintained in a reasonably clean and orderly manner. Upon failure of the owner of each lot to abide by the conditions herein stated, the Declarant and/or Home Owners Association may, in its discretion, trim trees, repair fences, repair or replace mail boxes, remove trash or refuse and levy an assessment upon such lot for the cost involved, which assessment shall



constitute a lien upon such lot to the same extent as is provided elsewhere herein with respect to other assessments.

**Section 28 "Previously Constructed Structures Prohibited"** No existing erected building or structure of any sort, except, a construction office, may be moved onto and/or placed on any of the above described lots, building site or blocks, it being the intention of this covenant definitely to prohibit the moving onto and/or placing of existing residential structures on any of the lots and/or blocks.

**Section 29 "Association's Maintenance, Operation, Repair and Alterations Responsibility"** The Association shall be responsible only for the maintenance, operation and repair of the common elements and the yard area of each lot, including lawn maintenance, with access from each owner to each back yard being given to any lawn contractor. It is the responsibility of each owner to clean up after pets, and to bring them indoors on designated lawn care days.

**Section 30 "Water Obstruction"** No structure of any kind that would impede or obstruct the natural flow of water shall be placed within the banks or bed of any creek or stream of water within the addition or below the 100 year flood line. No trash, grass clippings or debris shall be dumped or placed within the banks of any such creek or stream of water or upon any vacant lot within the addition. The owner of each lot shall be responsible for the proper maintenance of the banks and bed of the portion of any creek or stream of water that is located within the boundaries of the lot.

**Section 31 "Surface Drainage"** Each lot shall receive and 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 Architectural Committee may, in its discretion, waive in whole or in part the restrictions in this paragraph; however, such waiver must be in writing. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner, and by the City of Oklahoma City.

**Section 32 "Erosion Control"** Any type of erosion control (retaining wall, fence, shrubbery, etc.) must be approved by the Architectural Committee prior to installation.

## ARTICLE VI

### **DECLARANT'S RESERVATIONS:**

**Section 1 "Right to Amend; Special Amendment"** Declarant hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration,

- (a) 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 Veteran's 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
- (b) To induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering lots. 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 acknowledgement of, and a consent to the reservation of, the power of the Declarant to make, execute, and record special amendments. No special amendment made by Declarant shall affect or impair the lien of any first mortgage upon a lot or any warranties made by 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.

**Section 2 "Amendment as to Unsold Lots; Waiver"** Declarant hereby reserves the right to revoke or amend these Declarations, by written instrument filed of record in the County Clerk's office, to remove or amend the restrictions set forth herein on any lot owned by Declarant except, however, any amendment involving ownership or maintenance of any common area must receive the express written approval of the City of Oklahoma City. The Declarant shall have the power to grant to any owner a waiver, variance, or exception of and from any of the provisions of this Declaration

**Section 3 "Declarant Business Office; Models"** Declarant and any builder active in the addition may maintain a business and sales office, models, and other sales facilities necessary or required until all of the lots are sold.



**Section 4 "Additional Property"** Declarant reserves the right to dedicate any adjacent property now owned or subsequently acquired by Declarant or its successors or assigns to the Home Owner's Association established herein, at Declarant's option. If Declarant chooses to dedicate future property to the Association said dedication shall be controlled by Declaration of Covenants, Conditions and Restrictions filed for that subdivision, and not these Declarations. Any common areas designated on the plats of said adjacent properties shall be deeded to the Home Owner's Association and accepted by them as is fully described herein.

**Section 5 "Transfer or Reserved Rights"** After Declarant has sold all lots owned by him, any and all rights reserved herein shall be transferred to and become vested in the Home Owner's Association, with the exception of those rights granted or reserved to the builders in the addition so long as said builders still own lots or homes for sale in the addition.

## ARTICLE VII

### **MISCELLANEOUS:**

**Section 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.

**Section 2 "Failure To Enforce Not Waiver"** No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

**Section 3 "Section Headings; 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 nor the intent of any provision hereof.

**Section 4 "Gender"** Whenever the context so requires, 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.

**Section 5 "Covenants To Run With The Land"** The covenants, conditions and restrictions of this Declaration shall run with and bind the project and shall inure to the

benefit of and be enforceable by the Declarant or any owner, their respective legal representatives, heirs, successors and assigns.

**Section 6 “Declarant Easement”** Declarant has an easement as may be reasonably necessary for the purpose of discharging Declarant’s obligations or exercising Declarant’s rights reserved herein.

**Section 7 “ Enforcement At Law Or In Equity; Notice To Mortgagee Of Uncured Default”** Any owner or Declarant, so long as Declarant has a record interest in the covered property, shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation. Failure to enforce any covenant condition, or restriction herein constrained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 8 “Attorney’s Fees”** In the event action is instituted to enforce any of the provisions contained in this Declaration, including collections of annual dues, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorney’s fees and costs of such suit.

**Section 9 “Oklahoma City A Beneficiary”** In order that the public interest may be protected, the City of Oklahoma City shall be a beneficiary of any of the covenants herein pertaining to location of uses and access. Oklahoma City may enforce compliance therewith.

In WITNESS WHEREOF, undersigned owners have caused this instrument to be executed at Oklahoma City, Oklahoma on this 20<sup>th</sup> day of July 2011.

FIRST AMERICAN TITLE & TRUST COMPANY,  
A Corporation, Trustee

ATTEST

C. Hayden Chapman  
Secretary

By Kerry Byers



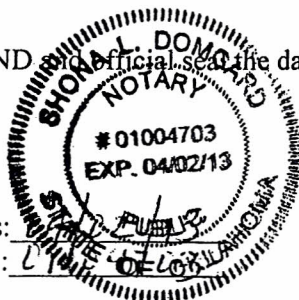
J.W. MASHBURN DEVELOPMENT, INC.

By: [Signature]  
J.W. Mashburn, President

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF OKLAHOMA )

The Foregoing instrument was acknowledged before me this 24th day of July, 2011, by Reidwyn Byers, 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

Commission Expires:  
Notary Number :

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF OKLAHOMA )

The Foregoing instrument was acknowledged before me this 18 day of July, 2011, by J.W. Mashburn, President of J.W. Mashburn Development, Inc. on behalf of the corporation.

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



Commission Expires: June 5, 2015  
Notary Number : 03028345

[Signature]  
Notary Public

**GLENHURST VILLAS  
EXTERIOR SELECTIONS  
EXHIBIT "A"**

<b>PAINT SHERWIN WILLIAMS</b>	<b>BRICK TRINITY BRICK</b>	<b>GUTTERING</b>
Must match one of the	Commercial Antique	Terra Bronze
five Gutter Colors	Blend #99	Beaver Brown
	Blend #22	Pebble Stone Clay
		Wicker
		Desert Tan

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Filing Fee: \$59.00  
Doc. Stamps: \$.00  
07/21/2011 09:02:19 AM  
DECL

