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101 PARK AVENUE, SUITE 400
OKLAHOMA CITY, OKLA. 73102

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DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR TRAILS THIRD ADDITION TO
THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA,
A SUBDIVISION OF PART OF THE SOUTH ONE-HALF
OF SECTION TWENTY-EIGHT (28), TOWNSHIP FOURTEEN
(14) NORTH, RANGE THREE (3) WEST OF THE
INDIAN MERIDIAN

THIS DECLARATION, Made on the 29 day of June, 1978,
by and between FIRST SERVICE CORPORATION, INC., hereinafter re-
ferred to as "DECLARANT,"

W I T N E S S E T H :

WHEREAS, DECLARANT, the developer, is the owner of and the
only person who has any right, title or interest in all of the
land embraced in and included in TRAILS THIRD ADDITION to the
City of Edmond, in Oklahoma County, Oklahoma, now platted into
blocks, lots, streets, and easements as shown as TRAILS THIRD
ADDITION, a Subdivision of the Southeast Quarter of Section
Twenty-eight (28), Township Fourteen (14) North, Range Three (3)
West.

AND WHEREAS, it is the purpose of this Declaration to cause
said real property to be surveyed and platted, under the name of
TRAILS THIRD ADDITION, and to create and include as part thereof
permanent open areas, lakes, playgrounds, parks with improvements,
buildings and structures erected or to be erected thereon, and
other common facilities for the benefit of this particular community;

AND WHEREAS, DECLARANT desires to provide for the preserva-
tion of the values and amenities in said addition and the upkeep,
maintenance, improvement and administration of its open areas,
lakes, playgrounds and parks and all improvements now existing or
hereafter erected thereon 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 will be incorporated under the laws of
the State of Oklahoma, as a non-profit corporation, an entity to
be known as THE TRAILS ASSOCIATION, INC., for the purpose of
exercising the aforementioned functions;

NOW, THEREFORE, DECLARANT does declare that the real property described in Article III hereof is and shall be held, sold, conveyed and occupied subject to the covenants, restrictions, dedications, easements, charges and liens (herein sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or any part thereof, and shall inure to the benefit of each owner thereof. Any other provision hereof to the contrary notwithstanding, DECLARANT hereby authorizes and designates DALE CASE DEVELOPMENT, LTD., an Oklahoma limited partnership, to act for and on behalf of DECLARANT for any and all purposes and to the same extent as DECLARANT under the terms hereof.

ARTICLE I
DEFINITIONS

Section 1. The following words, when used in this Declaration (unless the context shall so prohibit), shall have the following meanings:

- A. "Association" shall mean and refer to THE TRAILS ASSOCIATION, INC., a corporation to be incorporated under the laws of the State of Oklahoma, its successors and assigns.
- B. "Properties" shall mean and refer to that certain real property described in Article III.
- C. "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.
- D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of all or any part of the Properties with the exception of the Common Areas.
- E. "Corner Lot" shall mean any lot which abuts other than at its rear line upon more than one street and/or Common Area.

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

G. "Member" shall mean and refer to every person and/or entity who holds membership in the Association.

H. "Building Limit Line" shall mean the line so designated on the attached plat.

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

J. "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 public view.

(2) "Common Area Fences" shall refer to any fence on a lot which is adjacent to, abuts or borders any Common Area.

(3) "Association Fences" shall refer to any fence erected or placed on any Common Area.

(4) "Public Fence" is any fence adjacent to, abutting upon or bordering areas dedicated to the public.

K. "Developer" shall refer to FIRST SERVICE CORPORATION, INC., its successors or assigns.

L. "Owner" shall mean and refer to the record owner, whether one or more persons, of a fee simple title to any lot which is or may become part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

M. "Southeast Quarter" shall mean that portion of the Southeast Quarter of Section Twenty-eight (28), Township Fourteen (14) North, Range Three (3) West, platted as The Trails, recorded in Book 44, of plats at page 55 and Blocks 8, 9, 10 and 11 of The Trails recorded in Book 45 of plats at page 34, Additions to Edmond, Oklahoma.

FUTURE INTENT

Section 1. Although this Declaration includes only the real property described in Article III hereof, it is the intention of the DECLARANT and the Developer to cause additional declarations to be filed with respect to the remainder of land owned by Developer situated in Section Twenty-Eight (28), Township Fourteen (14) North, Range Three (3) West, 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 and may provide for additional Common Areas to be owned by the Association. During its existence, the Association will include, as members, every Owner within the real property described in Article III who must be members of the Association and such other Owner(s) of real property in Section Twenty-eight (28), except the Owner(s) of a Lot which is neither a single family residential or multi-family residential Lot, who voluntarily elect to join and are admitted by the Association.

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. The Common Areas will be conveyed to the Association. The Common Areas may ultimately include other lands within Section Twenty-eight (28), Township Fourteen (14) North, Range Three (3) West, which are not included in this plat.

Section 2. Within fifteen (15) years of the date of incorporation of the Association, the DECLARANT shall have the right to annex additional lands within Section Twenty-eight (28), Township Fourteen (14) North, Range Three (3) West of the said Properties without the assent of the Members.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration is

located in the City of Edmond, Oklahoma County, State of Oklahoma,
and more particularly described as follows:

Trails Third Addition, as shown by the recorded
Plat thereof.

herein sometimes referred to as the Properties, and such additions
thereto as may be made pursuant to Article II, Section 2, above.

ARTICLE IV

MEMBERSHIP IN THE ASSOCIATION

Every person who is or may become a record owner of all or
an undivided interest in any single-family residential lot
covered by this Declaration or any owner of any single-family
lot created from land presently owned by developer in Section
Twenty-eight (28), Township Fourteen (14) North, Range Three (3)
West, and which in the future may be subjected to this Declara-
tion and the Covenants, Conditions and Restrictions herein
contained, shall be a member of the Association. Those owners of
lots in The Trails recorded in Book 44, at page 55, and Blocks 8,
9, 10 and 11 of the Trails recorded in Book 45 of plats at page
34, both of the Records of Oklahoma County, Oklahoma, who shall
voluntarily join the Association and agree to be bound by the
provisions of this Declaration and the Charter, By-Laws and Rules
and Regulations of the Association, shall have the right to join
the Association. The foregoing is not intended to include persons
or entities who hold an interest merely as security for the
performance of an obligation. No owner other than Developer shall
have more than one membership. 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.

ARTICLE V

OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS

Section 1. It is contemplated that all of the Common Areas
will ultimately be owned by the Association, and conveyed to the
Association at such time as Declarant shall in its sole discretion.

determine that the Association has membership and income sufficient to operate, maintain and improve the Common Areas. Until such time as record ownership of the Common Areas is vested in the Association, the members of the Association shall have the exclusive right to use the Common Areas.

Section 2. Every member shall have the right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

A. The right of the Association to limit the number of guests of Members; the Common Areas which may be used by guests of Members, and the conditions under which Common Areas may be used by Members and/or their guests, subject to the terms and provisions hereof.

B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.

C. The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow monies for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said property.

D. The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for an infraction of its published rules and regulations.

E. The right of the Association, with the prior consent of the Developer, to dedicate or transfer all or any part of the Common Areas to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Association.

Section 3. Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his immediate family, his tenants or contract purchasers who reside on the property, subject to such rules, regulations and limitations as the association may, from time to time, establish.

Section 4. DECLARANT hereby covenants for itself, its successors and assigns, that it will convey title to the Common Areas to the Association, free and clear of all encumbrances and liens.

Section 5. The Association shall control, maintain, manage and improve the Common Areas as provided in this Declaration and in its Articles of Incorporation and By-Laws. Such right and power of control and management shall be exclusive.

Section 6. Subject to the provisions of Article V, Section D, All Members of the Association shall have and possess the right to use and enjoy all of the Common Areas and all facilities and improvements thereon owned by the Association, which right may not be denied to any Member without consent of all the Membership in accordance with the rules and regulations of the Association.

(a) The Board of Directors of the Association may from time to time establish rules and regulations governing the use of the Association's Common Areas by Members and their guests; provided, that such rules and regulations as from time to time adopted shall be uniform as to all members.

ARTICLE VI

MEMBERS AND VOTING RIGHTS

The Association shall have three (3) classes of voting membership as follows:

Section 1. Voting Classes.

Class A. Class A members shall be all those Owners of single-family residential Lots upon which a residential unit has been fully erected and occupied by the Owner, his vendee or

tenant, in The Trails, recorded in Book 44, Page 55, and Blocks 8, 9, 10 and 11 of The Trails recorded in Book 45, Page 34, who voluntarily consent in writing to be bound by the Articles of Incorporation, By-Laws and Rules and Regulations of the Association. Each Class A member shall be entitled to one vote for each Lot in which he holds that interest required for membership by Article IV. When more than one person holds title to any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event of sale of a single-family residential lot by a Class A member, said single-family residential lot shall become subject to annual assessments or charges and special assessments for capital improvements in the same manner as Class B, hereinafter set forth.

Class B. Class B members shall be all those Owners of single-family residential Lots, with the exception of DECLARANT, in Trails Third Addition, or subsequent areas added with respect to the remainder of Section Twenty-eight, Township Fourteen (14) North, Range Three (3) West upon which a residential unit has been fully erected and occupied by the Owner, his vendee or tenant. Each Class B member shall be entitled to one (1) vote for each lot in which he holds the interest required for membership by Article IV. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event of sale of a single-family residential lot by a Class B member, said single-family residential lot shall become subject to annual assessments or charges and special assessments for capital improvements.

Class C. The Class C member(s) shall be the Developer. The Class C members(s) shall be entitled to ten (10) votes for each lot in which it holds the interest required for membership by Article IV.

Section 2. Commencement of Voting Rights. The right to vote of each member shall commence upon such person becoming a member of the Association.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. The DECLARANT, for each Lot owned within the Properties and for each additional Lot which may hereafter come within the jurisdiction of the Association, and each Owner of any Lot in any platted area which is a part of Section Twenty-eight (28), Township Fourteen (14) North, Range Three (3) West (except the original Class A Members, who shall by separate written agreement subject their lot to the provisions of this Section 1), by acceptance of any deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, paramount and superior to any homestead or other exemption provided by law, from the date that notice of such lien is filed of record by the Developer, the Association or any Owner. Each such assessment, together with such interest, costs and reasonable attorneys' 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 above provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Members and Common Areas, and, in particular, for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of dwellings, homes and other structures situated upon the Properties, including, but not limited to, the maintenance of insurance thereon, repairs, replacements, and additions thereto, ad valorem and other property taxes and assessments levied thereon, for the cost of labor, equipment, materials, management and supervision thereof, and utility services for the Common Areas.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, as to any or all classes of Members, 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 upon the Common Area, including the necessary fixtures and personal property related thereto; provided that, any such assessment shall have the assent of a majority of the Members, pursuant to votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 4. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for Class A and Class B Members and must be collected on at least a quarterly basis.

Section 5. Quorum for Meetings. At any meeting of the Members of the Association, the presence at the meeting of Members or of proxies entitled to cast a majority of all the votes of

Membership shall constitute a quorum; provided, however, that if a quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members as required herein for the transaction to be considered, at an adjourned meeting, and at the adjourned meeting whatever Members are present shall constitute a quorum.

Section 6. Commencement Date of Annual Assessments. The annual assessments provided for herein shall commence as to each Lot on the first day of the calendar month following the date on which a single-family home is constructed thereon and first occupied by the Owner or by any other person occupying all or any part of such structure with the consent of the Owner, whether such occupancy be by lease or otherwise. Within 10 days after a single-family home living unit is initially occupied by any person, whether by lease or otherwise, the Owner thereof shall furnish written notice of the commencement of such occupancy to the Association. The Board of Directors shall fix the amount of the annual assessment against each Lot within at least sixty (60) days after the close of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date(s) shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessments and Remedies. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from its due date at the rate of ten percent (10%) per annum, and the Association may

bring an action at law against the Owner personally obligated to pay same, and/or foreclose the lien against the property; and interest, costs and reasonable attorneys' fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 8. Subordination of Lien to Mortgage. The lien of the Assessments provided for herein shall be subordinate to the lien of any real estate mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any conveyance in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No such foreclosure or conveyance in lieu of foreclosure shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Areas; and
- (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Oklahoma, except any such land or improvements devoted to dwelling shall not be exempt from said assessment.

Section 10. Change of Ownership. Any person becoming an Owner shall, within ten (10) days next following the recording of a deed reflecting such person as an Owner, give written notice to the Association that such person has become an Owner.

ARTICLE VIII

USES OF LAND

The lots in The Trails Third Addition shall be used for private residence purposes only. No store or business, no

gas or automobile service station, and no flat, duplex or apartment house, though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses, and such dwelling house being designated for occupancy by a single family in its entirety.

The parks shall be used as a Common Area only.

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.

ARTICLE IX

ARCHITECTURE, SIZE, MATERIAL,
PLOTTING, AND FENCING

Section 1. Architecture. Complete elevations for any structure proposed to be erected must first be submitted to the Developer and written approval thereof obtained from the Developer prior to the commencement of any construction upon each and all of the Lots.

Section 2. Size and Height. No subdivision or combination of parts of any two Lots shall result in a building site having less than 9000 square feet. No residence shall have less than 1800 square feet of living area.

Section 3. Materials. Except where the Developer grants the right to deviate from the following requirements, the principal exterior of any residence shall be at least fifty percent (50%) brick, stone, or stucco, and fifty percent (50%) may be of frame, or other material which will blend together with the brick, stone or stucco. It is the intention of this restriction to allow panels of other materials than brick, stone or stucco to be used, but in no event shall a continuing wall consisting of fifty percent (50%) of the exterior of the residence be built of any material other than brick, stone or stucco. This restriction is intended to encourage the use 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. Any deviation from the above must be approved, in advance and in writing, by the Developer.

Roofs are to be of wood shingles, shakes, clay, tile, or composition roofing approved by Developer in writing.

Section 4. Plotting. The complete set of plans, materials, size, use of structure, plot plan, etc., shall be submitted to the Developer for its written approval in advance of construction.

Section 5. Fencing. All fencing of the following types must be approved by the Developer in advance of its installation:

- (a) Common Area fence;
- (b) Association fence;
- (c) Public fence;
- (d) Any other fence which will extend beyond the front of any building structure;
- (e) Adjoining fences.

All adjoining fences must be set back at least two (2) feet from the front of any building structure upon which the fences may abut, unless such fence is determined by the Developer to be the equivalent of the building structure. These restrictions may be waived, in whole or in part, by the Developer.

Section 6. Construction Period. Upon commencement of excavation for construction on any lot or lots in this plat, the work must be continuous, weather permitting, until the house, etc., is completed. No delay in the course of construction within a period of twelve (12) months will be permitted, unless further extension of time for the completion of said house, etc. is given by the Developer. If no such consent is given, the Developer or its designee may, but shall not be obligated to, complete such construction.

ARTICLE X

SET-BACK OF BUILDING
STRUCTURES FROM STREETS

No building structure or part thereof, except as hereinafter provided, shall be erected or maintained on any of the lots nearer to the front street or the side street than the front building limit line or the side building limit line of the aforementioned lots, except as shown on said plat.

ARTICLE XI

FREE SPACE (SIDE SET-BACKS)

No part of any building structure on the lots shall be erected nearer than five feet to the side property line except that cornices, spouting, chimneys and ornamental projections may extend two feet nearer said side property line. Any other deviation on side set-backs must have the prior written approval of the Developer. All set-backs must comply with the requirements of the ordinances and subdivision regulations of the City of Edmond.

ARTICLE XII

PARKING, STORAGE AND EASEMENTS

No parking and/or storage of trailers, boats and/or vehicles which are not normally used as every-day transportation will be allowed on streets, lots or Common Areas, except where adequate screening has been previously provided and the Developer has given its prior approval thereto.

No overnight parking of trucks larger than 1/2 ton is allowed on or near any lot.

Basketball goals and playground equipment may be kept on the premises provided they are in an area totally concealed from the street or streets.

No temporary or permanent parking of automobiles or other vehicles is permitted in the yard of any lot. Nor may any automobile or other vehicle be repaired on any lot unless done in an area totally concealed from any street or streets.

No detached building other than a garage can exceed eight (8) feet in height without prior written approval of Developer.

After the completion of the principal residence, no building material of any kind or character or construction tools or equipment can be stored on any lot unless totally concealed from any street or streets.

No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the addition. Each owner of a vacant lot is required to keep said lot in presentable condition or the other lot owners may, at their discretion, mow said lot, trim trees,

remove trash refuse and levy a lien on said lot for the cost involved.

The Developer reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as easements, sewer and other pipelines conduits, poles and wires, and any other method 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.

If no access to a public easement exists for any lot abutting the Common Area and the Owner must, in order to avail himself of utilities, enter and/or cross a Common Area, he shall have an easement to do so provided that said lot Owner shall use the most direct, feasible route in entering upon and crossing said Common Area and shall restore the surface of the Common Area so entered and/or crossed to its original condition, at the expense of the lot Owner.

ARTICLE XIII

REARRANGING, RE-SUBDIVIDING
OR RE-PLATTING

No rearranging, re-subdividing or re-platting may be done without the prior written consent of the Developer.

ARTICLE XIV

SIGNS, BILLBOARDS AND
MISCELLANEOUS STRUCTURES

No signs or billboards will be permitted upon this property except those advertising the sale or rental of such property, provided that such signs do not exceed six square feet in area, or those for which written approval has been obtained in advance from the Developer.

No miscellaneous structures are allowed on this property without the prior written approval of the Developer. These miscellaneous structures include, but are not limited to, outbuildings

(building structures not attached or forming a part of the principal living structure), storage tanks, tool shed, kennels, pool houses, pergola, greenhouses, radio or television towers, antennae or aerials, any temporary structure, etc. This is not intended to prohibit outbuildings, etc., but only to control the use thereof for the protection of all owners.

ARTICLE XV

GENERAL

No tank for the storage of oil or other fluid may be maintained above the ground on any of these lots.

No pergola or any detached structure or building for purely ornamental or other purposes shall be erected on any part of any lot in front of the building limit line without the prior consent of the Developer.

The keeping or housing of poultry, cattle, horses, or other livestock, of any kind or character, is prohibited on any lot.

No trash, ashes or other refuse may be thrown or dumped in any vacant lot in this addition.

No garage or outbuilding on any lot shall be used as a residence or living quarters except by servants engaged on the premises, or except during the construction of a residence for a period of not exceeding six months, without the prior written consent of the Developer.

No house or outbuilding shall be moved to any lot from any other locality, without the prior consent of the Developer. No building or other structure shall be constructed or maintained upon any lot which would in any way impede natural drainage without the prior consent of the Developer. 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, 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.

No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons or water or combinations thereof, shall be permitted without the prior written consent of the Developer.

Each owner of any lot which abuts a common area and upon which abutting portion is erected a fence, building, structure, landscaping, bushes, hedges, trees, or similar improvements along said common border, must maintain a strip two feet in width parallel and contiguous to said common border to facilitate the mowing of the common area by tractor or other similar mowing machine.

ARTICLE XVI
RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the owners of said lots, their successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said lots and construction of improvements thereon but no restriction herein set forth shall be personally binding on any corporation, person, or persons, except in respect to breaches committed during its, his, or their ownership of title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to the ordinary legal action for damages; and failure of companies or owner or owners of any other lot or lots shown in this plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XVII

RIGHT TO ASSIGN

The Declarant and/or the Developer may, by appropriate instrument, assign or convey to any person, organization or corporation, any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assigns 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 those directly reserved by them or it in the instrument.

ARTICLE XVIII

JUDGMENT CONCLUSIVE

The Developer shall, in all cases, have the right to say and determine which are the front streets, side streets, rear and side property lines on any plot, and also the set-back from said lines necessary to conform to the requirements hereof, and also to approve or disapprove roofing materials to be used if other than wood shingles, shakes, clay, tile or stone, and its judgment and determination thereof shall be final and binding on all parties. This section and the provisions contained herein pertain to written consent of the Developer, and other rights and privileges of the Developer, shall govern all of the lots herein platted.

ARTICLE XIX

DURATION

All of the restrictions set forth herein shall continue and be binding upon DECLARANT, and Developer, and upon their successors and assigns, for a period of twenty-one years from the date of this instrument, and shall automatically be extended thereafter for successive periods of ten years; provided, however, that the Owners of three-fourths of the Lots herein platted may,

at the end of such twenty-one year term or at the end of any successive ten-year period thereafter, by a written instrument signed by all of such persons, vacate or modify all or any part of this Declaration.

ARTICLE XX

MORTGAGEE'S RIGHTS

Section 1. Notice and documents to and Rights of

Mortgagee. Each holder of a first mortgage on any Dwelling Unit shall, upon written request by such holder to the Board, receive any of the following:

- (a) Copies of budgets, notices of assessments, insurance certificates, or any other notices or statements provided under this Declaration by the Association to the Owner of the Dwelling Unit covered by the mortgage;
- (b) Any audited or unaudited financial statements of the Association within ninety (90) days following the end of any fiscal year, which are prepared for the Association and distributed to the Owners;
- (c) Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;
- (d) Notice of the decision of the Owners or the Association to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Association;
- (e) Notice of substantial damage to or destruction of any Dwelling Unit or any part of the Common Area;
- (f) Notice of commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Area;
- (g) Notice of any default of the holder's Owner which is not cured by the Owner within sixty

(60) days after the giving of notice by the Association to the Owner of the existence of the default;

- (h) The right to examine the books and records of the Association at any reasonable time.

Section 2. Form of Request. The request of a holder shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association. Failure of the Association to provide any of the foregoing to a holder who has made proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Association need not inquire into the validity of any request made by a holder hereunder and in the event of multiple requests from purported holders of the same Dwelling Unit, the Association shall honor the most recent request received.

Section 3. Protection of Lien of Mortgage. No violation or breach of or failure to comply with any provision of this Declaration and no action to enforce any such provisions shall affect, defeat, render invalid or impair the lien of any mortgage taken in good faith and for value and perfected by recording in the appropriate office, prior to the time of recording in said office of an instrument describing the Lot and listing the name or names of the Owner or Owners thereof and giving notice of such violation, breach or failure to comply. However, any purchaser on foreclosure or person accepting a deed in lieu thereof, shall take subject to this Declaration.

Section 4. Mortgagee Voluntary Payment. First mortgagees of units may, jointly or singly pay taxes or other charges which are in default and which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 5. Mortgagee's Rights. The above, notwithstanding the prior written approval of all holders of first mortgages on the Dwelling Units will be required for any of the following:

- (a) An amendment to the Declaration which
 - (i) changes the ratios of assessments against Owners or (ii) amends this Article, Section, or any other provision which specifically grants rights of Mortgagees hereunder;
- (b) The alienation, partition, subdivision, release, transfer, hypothecation or other encumbrance of the Common Area after such Common Area has been conveyed to the Association subject to Declarant's rights herein; except that the consent of Mortgagees shall not be required for action by the Association to (i) grant easements for utilities and similar or related purposes, or (ii) to lease or grant licenses.
- (c) The abandonment of the development or the removal of any part or all of the Properties from the provisions of this Declaration;
- (d) The effectuation of any decision by the Association to terminate professional management and to assume self-management of the Common Area;
- (e) The waiver or abandonment of the scheme of regulations of Architectural Control or the enforcement thereof pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of the common property party walks or common fences and driveways, or the upkeep of lawns and plantings.
- (f) The failure to maintain fire and extended coverage insurance on the Common Area on a current replacement cost basis in an amount

not less than 100% of the insurable value (based on current replacement cost) or any decision not to use the proceeds of such insurance to repair, rebuild, replace, or reconstruct the Common Area all as provided herein.

IN WITNESS WHEREOF, the Declarant has set its hand and seal this 29th day of June, 1978.

FIRST SERVICE CORPORATION, INC.

BY: [Signature]
Vice President

SECRETARY
[Signature]
Secretary
(SEAL)



STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

BEFORE ME, a Notary Public, in and for said County and State on this 29th day of June, 1978, personally appeared B. SWEATT and JOE R. BLAKE to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument, at its Vice President and Secretary, respectively, and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of the Corporation, for the uses purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand seal the day and year first above written.

My Commission Expires:
September 11, 1980
(SEAL)

[Signature]
NOTARY PUBLIC

