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**DECLARATION OF COVENANTS AND RESTRICTIONS
OF WESSEX, SECTION 3**

WHEREAS, Terry Small Construction, Inc., an Oklahoma corporation, as Successor in Interest to Millennium Ventures, LLC, a limited liability company, and as Declarant and Owner of the real property described in Exhibit "A" of this Declaration attached hereto and made a part hereof desires to create thereon a residential community with a common area(s) for the benefit of said community; and

WHEREAS, Declarant or its predecessor in title previously adopted and filed Declaration of Covenants and Restrictions for Wessex, Section 1, which is filed in Book 2579 at Pages 716 et. seq. in the office of the County Clerk of Canadian County, Oklahoma and Declaration of Covenants and Restrictions of Wessex, Section 2, which is filed in Book 3253 at Pages 693 et. seq. in the office of the County Clerk of Canadian County, Oklahoma, both of which are being incorporated herein by this reference for the purposes set forth below, and

WHEREAS, Declarant or its predecessors in title in Article II, Section 2.2 of each of the above referenced Covenants reserved the right to plat additional property to be governed by said Covenants and to modify any of the provisions thereof for such additional platted property, and

WHEREAS, for the purpose of the preservation of values and amenities of Wessex, Section 3 and for the maintenance of the common area(s), Declarant hereby declares Wessex Section 3 to be additional property pursuant to Article II, Section 2.2 referred to above and adopts the following Declaration of Covenants and Restrictions for Wessex, Section 3 as Covenants and Restrictions applicable to Wessex, Section 3.

Accordingly Declarant further declares that the real property described on Exhibit "A" shall be considered additional property under Article II, Section 2.2 referred to above and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") contained in the Declaration of Covenants and Restrictions for Wessex Section 1 and Wessex Section 2 with the modifications set forth below and which shall run with such real property and be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and such owner's heirs, devisees, personal representatives, trustees, successors, and assigns and such covenants and restrictions being hereby imposed upon such real property and every part thereof as a servitude in favor of each and every other part of the dominant tenant.

ARTICLE I

Definitions

Section 1. The following words when used in the Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- 1.1 "Architectural Committee" shall mean either the Declarant, the Board, or a designated architectural committee of the Board, at the time and for the purposes specified in Section 6.1, below.
- 1.2 "Articles" shall mean the Articles of the Incorporation of the Association filed in the office of the Secretary of the State of Oklahoma, as such Articles may from time to time be amended.
- 1.3 "Association" shall mean and refer to the The Wessex Property Owners Association, Inc.
- 1.4 "Board" shall mean the Board of Directors of the Association.
- 1.5 "Building Limit Lines" shall mean the lines so provided for by Section 7.2.6, hereof.
- 1.6 "By-Laws" shall mean the By-Laws of the Association which are or shall be adopted by the Board, as such By-laws may from time to time be amended.
- 1.7 "Common Areas" shall mean that area of land so designated on the recorded subdivision plat of Wessex, Section 3. In addition, in the event the City of El Reno does not accept the dedication of the roadway that lies between Lot 1 of Block 3 and Lot 9 of Block 2 in Wessex Addition, Section 2, said roadway shall be considered as a Common Area for the purpose of repairs and maintenance.
- 1.8 "Corner Lot" shall mean any Lot which abuts, other than at its rear line, upon more than one Street.
- 1.9 "Declarant" shall mean Terry Small Construction Company Inc., with its principal place of business in El Reno, Oklahoma.
- 1.10 "Declaration" shall mean the entirety of this instrument entitled Declaration of Covenants and Restrictions of Wessex, Section 3, including all Exhibits hereto.
- 1.11 "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the main residence which it serves, and shall include, but not

be limited to, outbuildings, tool sheds, kennels, cabanas, pagodas, greenhouses and any temporary structures.

- 1.12 "General Plan" shall mean the General plan of Development for Wessex as designated by this Declaration, the recorded subdivision plat and subsequently recorded plats and The Master Plan.
- 1.13 "Lot" shall mean a tract of land so designated upon any now or hereafter recorded subdivision plat of the property. A lot shall be deemed "improved" when a single-family residence has been completely constructed thereon.
- 1.14 "Master Plan" shall mean all preliminary plats, final plats, this document, engineering plans and specifications, surveys, this declaration and any amendments or additions hereto, the by-laws of the Association, and any amendments or additions thereto, and any other formal documents relating to the development of The Property.
- 1.15 "Member" shall mean those persons so defined in Section 3.1 below.
- 1.16 "Occupancy" of any Lot shall mean that point in time when the first member of the Owner's family or anyone authorized by the Owner moves into the residential unit located thereon.
- 1.17 "Owner" shall mean the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure; nor shall such term include any other who has an interest merely as security for the performance of any obligation.
- 1.18 "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.
- 1.19 "Rules" shall mean the rules of the Association adopted by the Board, as they may be in effect from time to time pursuant to the provisions hereof.
- 1.20 "Streets" shall mean all Streets shown on any now or hereafter recorded plat of The Property.
- 1.21 "The Property" shall mean the real property described on Exhibit "A".
- 1.22 "Visible From Neighboring Property" shall mean, as to any given object, that such object is visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE II

**Property Subject to this Declaration and
Additions Thereto**

Section 2.1 Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of El Reno, Canadian County, Oklahoma, and shall be that portion of The Property which is platted as Wessex, Section 3.

Section 2.2 Intent for Future Plats Within Existing Property. The Declarant reserves the right to plat additional property contiguous to Wessex, Section 1, Section 2 or Section 3. When such additional property is platted, Declarant reserves the right to declare such additional platted property subject to all terms and conditions of this Declaration of Covenants and Restrictions. Declarant reserves the right to modify any of the provisions hereof for such additional platted property, or to at Declarant's option, use that portion of The Property which is not part of Wessex, Section 1, Section 2 or Section 3 in any manner Declarant might choose, subject only to compliance with applicable law and the ordinances, rules and regulations of the City of El Reno. Terry Small Construction Company retains the right to access, improve and use Common Area G for the purpose of additional water detention for Wessex Section 4.

ARTICLE III

Membership and Voting Rights in Association

Section 3.1 Membership. Membership in the Association shall be restricted to Lot Owners, and each Lot Owner shall be a Member of the Association. Membership shall become effective on the day an individual or entity becomes a Lot Owner. The Declarant's membership shall become effective upon the final plat of any such area being filed.

Section 3.2 Voting Rights. Members shall be entitled to one vote for each Lot in which they hold an interest, provided, Declarant shall have six votes for each Lot owned by Declarant. When more than one person holds such interest or interests in a Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but, except for Declarant, in no event shall more than one vote be cast with respect to any one Lot. Lot Owners in Section 3 shall all be considered Members of the Association, with the same rights and obligations as Lot Owners in Wessex Sections 1 and 2.

Section 3.3 Insurance. The Association shall maintain sufficient liability coverage related to the Common Areas as the Board from time to time may determine appropriate.

ARTICLE IV

Property Rights in the Common Areas

Section 4.1 Members' Easements of Enjoyment. Subject to the provisions of Section 4.3, every Member shall have a 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 Lot.

Section 4.2 Title to Common Areas. The Declarant may retain the legal title to the Common Areas or any part thereof until such time as, in the opinion of the Declarant, the Association is able to maintain the same. Provided, after conveyance of the common areas to Association, Declarant reserves the right to enter upon same for the purpose of performing such maintenance and/or modification as Declarant determines necessary.

Section 4.3 Limitations Upon Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- 4.3.1 The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published Rules; and,
- 4.3.2 The right of the Declarant, so long as it holds legal title thereto, or the Association, to convey to any public agency, authority, or utility, easements for drainage or underground utility purposes across any part of the Common Areas, provided that the proposed design and location of each such drainage and underground facility be first submitted in writing to and approved by the Architectural Committee and further provided that the Architectural Committee's approval shall be in writing, and may be qualified upon the satisfaction of specified conditions, but further provided that in the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans have been submitted to it, or in any case, if no suit to enjoin the construction of the proposed facility has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed satisfied; and,
- 4.3.3 The right of the Association to dedicate or convey all or any part of the Common Areas, to which it has acquired legal title, to any public agency, authority, or utility for such purposes other than those specified in Section 4.2, above, and subject to such conditions as may be agreed to by the Members, provided, that no such dedication or conveyance by the Association, as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded agreeing to

such dedication, conveyance, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken.

ARTICLE V

Covenant for Assessment

Section 5.1 Creation of the Lien and Personal Obligation of Assessments.

- 5.1.1 The Declarant, for each Lot owned by it within The Properties, hereby covenants, and, except as provided in Section 5.1.2, below, each Owner of a Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual maintenance assessments; (2) special assessments for capital improvements, both of which assessments are to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided. The annual maintenance 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 continuing lien upon the property against which each such assessment is made. Such lien shall be paramount and superior to any homestead or other exemption provided by law. Each such assessment, together with such interest thereon and cost of collection thereof as is hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due.
- 5.1.2 Assessments shall be payable by a Lot owner within Wessex, Section 3, on the first day of January following the transfer of a Lot to an owner. Provided further, at no time shall Declarant or Building Contractor be responsible for the payment of any assessment for any Lot.
- 5.1.3 Upon assessments becoming payable pursuant to the previous paragraph, the Association or Declarant shall give notice to the Lot owner thereof, and such assessment shall be paid within 30 days of receipt of said notice, with such payment to be prorated to the end of that annual assessment period.

Section 5.2 Purpose of Assessments.

- 5.2.1 The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Property and in particular for the improvement,

maintenance, repair, and operation of the Common Areas and of properties, services, and facilities devoted to the foregoing purposes and related to the use and enjoyment of the Common Areas and facilities and for the cost of labor, equipment, materials, management and supervision thereof.

- 5.2.2 Only the Declarant, or its agents, representatives, or contractors shall be authorized to maintain or improve those parts of the Common area to which the Declarant still holds legal title.

Section 5.3 Basis for Annual Assessments. The initial annual maintenance assessments shall be \$275.00 per Lot. The annual maintenance assessment may be increased by a vote of the members as hereinafter provided in Section 5.5. The Board may, after consideration of current maintenance costs and future needs of the Association, fix the actual maintenance assessments at a lesser amount. Declarant shall not be assessed any annual or special assessment whatsoever.

Section 5.4 Special Assessments for Capital Improvements. In addition to the annual maintenance and assessments authorized by Section 5.3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least fifteen (15) days in advance and which shall set forth the purpose of the meeting, and subject to the quorum provisions of Section 5.6, below, and provided further, that the maximum amount of any special assessment which may be assessed against any Member in any assessment year shall not exceed an amount equal to twice the maximum annual maintenance assessment for the same year.

Section 5.5 Change in Basis and Annual Assessments. The Association may change the annual maintenance assessment or the basis of the maintenance assessments fixed by Section 5.3 hereof, or both, prospectively for any one year period and at the end of such one year period, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the vote of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least fifteen (15) days in advance and which shall set forth the purpose of the meeting, and subject to the quorum provisions of Section 5.6, below.

Section 5.6 Quorum for Any Action Authorized Under Sections 5.4 and 5.5. The presence at the meeting of Members, or of proxies, entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum.

Section 5.7 Uniformity of Assessments. Every annual maintenance and special assessment established under this Article V shall be fixed at a uniform rate for all Lots.

Section 5.8 Date of Commencement of Annual Maintenance Assessments: Due Dates.

- 5.8.1 The annual maintenance assessments shall commence on the first day of January following the sale of a lot.
- 5.8.2 Subsequent annual maintenance assessments shall become due and payable on the first day of each calendar year.
- 5.8.3 The due date of any special assessment provided for in Section 5.4 hereof shall be fixed in the resolution authorizing such assessments.

Section 5.9 Effect on Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien, Remedies of the Association.

- 5.9.1 If any assessment is not paid on or before the due date (being a date specified in Section 5.8 hereof), then such assessment shall be delinquent and, until paid, shall be a lien on the Lot. The personal obligation of the Lot Owner to pay such assessment shall continue for the statutory period, and shall not pass to the successor in title unless expressly assumed by the successor.
- 5.9.2 If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at 18 % per annum. The Association may bring legal action against all Lot Owners personally obligated to pay the same and/or an action to foreclose the lien against the Lot. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 5.10 Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lot subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not, however, relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

Section 5.11 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- 5.11.1 All property acquired by a governmental agency for public use, provided that so long as a Lot may be used for residential purposes which comply with minimum building requirements of this Declaration, such Lot shall receive no exemption from said assessments, charges and liens.

5.11.2 All Common Areas.

5.11.3 All property retained by Declarant.

ARTICLE VI

Architectural Control

Section 6.1 Review. No building, fence, walk, driveway, wall or other structure or improvement shall be commenced, erected or maintained upon The Property, including the Common Areas, nor shall any exterior addition to or change or alteration therein be made or any landscaping plan implemented until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and locations in relation to surrounding structures and topography by the "Architectural Committee", which shall, as used herein, mean either (a) the Declarant so long as the Declarant owns any interest in The Property or (b) thereafter, the Board, or a committee composed of three (3) or more representatives approved by the Board, shall become the "Architectural committee". With respect to all such submissions, the judgment of the Architectural Committee fails to approve or disapprove any such design and location within thirty (30) days after the required plans and specifications have been submitted to it, or in any case, if no suit to enjoin the construction, addition, alteration or change has been commenced prior to the completion thereof, approval will not be required, and this condition will be deemed to have been fully satisfied.

Section 6.2 Fees. No fee shall ever be charged by the Architectural Committee for the review specified in Section 6.1 or for any waiver or consent provided for herein.

Section 6.3 Proceeding with Work. Upon receipt of approval as provided in Section 6.1, the Owner shall, as soon as practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 6.1.

ARTICLE VII

Land Classifications, Permitted Uses and Restrictions

Section 7.1 Land Classification. All Lots in Section 3 set out in Section 2.1 are hereby classified as detached single-family dwelling unless otherwise designated on the Master Plan for the exclusive use and benefit of the Owner thereof. With the exception of the Declarant's office, no gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any residence or detached structure located thereon. Nothing herein shall be deemed to prevent the leasing of any lot from time to time by the Owner thereof subject to all the terms and provisions hereto, and to the Rules.

Section 7.2 Building Restrictions.

7.2.1 Minimum Residence Size for Wessex, Section 3. The minimum residence, exclusive of basement, open porches, attached garages, overhangs and detached structures to be built on any Lot shall be as follows:

<u>LOT</u>	<u>SINGLE STORY</u>	<u>TWO-STORY GROUND FLOOR</u>
1-9, Block 4	2200 sq. ft.	1700 sq. ft.
10-19, Block 4	1800 sq. ft.	1300 sq. ft.

7.2.2 Maximum Height. No building shall exceed 35 feet in height.

7.2.3 Materials. The principal exterior material of the first floor of any residence shall be at least 66 2/3 percent brick, stone or stucco and each Detached Structure, including mail boxes, and except greenhouses, shall be constructed of the same materials of the residence to which it is appurtenant. As an exception to the provision of the sentence immediately preceding, upon approval by the Architectural Committee, Craftsman or similar styles of architecture may be utilized and constructed even though such building styles may result in less than 66 2/3% of the first floor utilizing brick, stone, or stucco as the principal exterior of any residence, it must be of a durable variety.

7.2.4 Roof Construction. Unless otherwise approved by the Architectural Committee in writing, the roof of each residential structure, including garages and detached structures, shall be constructed with CertainTeed Landmark MaxDef shingles, or an equivalent or superior shingle approved by the Architectural Committee. Upon written application to the Architectural Committee, the Architectural Committee may approve variances to this restriction if such variance, in the opinion of the Architectural Committee, conforms to the architectural standards of the property. All such variances must be approved in writing by the Architectural Committee. Provided, roof pitches must be at least 8/12 and roof decking/sheathing material shall be a minimum of 1/2 inch thick OSB or 3/4 inch thick lumber.

7.2.5 Garages and Carports: No Garage Conversions. Garages must be at least two cars wide and must be attached to the residence. No carports shall be permitted on any Lot. The garage of a residence may not be converted for any other use or purpose except parking of the Owners' vehicles.

7.2.6 Building Limit Lines. No building shall be located on any Lot nearer than twenty-five (25) feet from the front lot line. No building shall be located on any lot nearer than ten (10) feet from any other lot line.

- 7.2.7 Signs, Billboards. No signs or billboards will be permitted on the Common Area or upon any Lot except signs advertising the sale of a Lot or Lots which do not exceed five (5) square feet in area; provided, however, that this restriction shall not apply to the Declarant.
- 7.2.8 Detached Structures. Detached Structures shall not be allowed on any Lot without prior written approval of the Architectural Committee. No Detached Structure shall be approved by the Architectural Committee which (a) except for greenhouses, does not correspond in style with architecture to the residence to which it is appurtenant, or (b) is more than one story in height.
- 7.2.9 Foundations. Foundations shall consist of continuous dug footings. No pier and grade beam or "post tension" foundations shall be permitted.
- 7.2.10 Grading Excavation. No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon, alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement. Any such interference, encroachment, alteration, disturbance or damage due to the negligence of an Owner or his agents, contractors, or representatives will be the responsibility of such Owner, and the Owner of the line, pipe, wire, or easement may affect all necessary repairs and charge the cost of the same to such Owner.
- 7.2.11 Moving Existing Buildings Onto a Lot Prohibited. No existing, erected house or detached structure may be moved onto any Lot from another location.
- 7.2.12 Commencement and Completion of Construction.
- 7.2.12.1 Commencement of Construction. Construction of the principal dwelling on each lot must be commenced within 36 months of the date of conveyance of each such Lot to the first purchaser of same. In the event a Lot Owner fails to comply with this provision as to the commencement of construction, an option shall automatically arise in favor of the Declarant to repurchase the Lot from the then Owner at the same price as originally paid by the first purchaser to Declarant. The Architectural Committee may grant a variance constituting an extension of this maximum period within which construction must commence. For purposes of this

paragraph, construction shall be deemed to be commenced upon pouring or emplacement of the foundation of the principal dwelling.

- 7.2.12.2 Completion of Construction. Upon commencement of excavation for the construction of a residence, the work must thereafter be continuous, unless a delay is approved by the Architectural Committee in writing. If a delay of more than 60 days occurs without the Architectural Committee's consent, which will not be unreasonably withheld, the Declarant (unless the Declarant is no longer an Owner of any property within The Property, and then the Association) shall not be obligated to complete such construction. In the event that such construction is performed by the Declarant or by the Association, a lien for the amount of costs necessary to complete such construction shall be imposed against the subject Lot in the same manner as if such lien arose by reason of delinquent assessments, and such costs shall constitute a personal obligation of the record owner of said Lot at the time such completion expenditures are made.
- 7.2.13 Variances. As to any Lot, the limitations and restrictions may be waived or modified by the Architectural Committee, upon written application made in advance by the owner seeking a variance, as to which the judgment of the Architectural Committee shall be conclusive; However, if the Architectural Committee fails to approve or disapprove such application within thirty (30) days after its receipt, the application shall be deemed approved.
- 7.2.14 Utilities. The Owner of each Lot shall provide the required facilities to receive electric service, water, cable, natural gas and telephone service leading from the sources of supply to any improvements erected on such Lot by means of underground service conductors installed, owned and maintained by the Owner in accordance with plans and specifications furnished by the suppliers of such service. No Owner shall demand or require the furnishings of such services through or from overhead wiring facilities so long as underground distribution systems are available.
- 7.2.15 Sidewalks and Mailboxes. Prior to completion of construction each Lot Owner must construct a concrete sidewalk four feet in width running parallel with the street curb along the edge of the Lot. The street side edge of the sidewalk shall be approximately five feet from the curb of the street, with the exact location of said sidewalk to be approved by the Architectural Committee. The location and style of all mailboxes placed at the curb of any Lot must be approved by the Architectural Committee. In the event the postal authorities will only deliver mail curbside to one

side of the street, mailboxes may be located at curbside for other Lots, provided, no more than two mailboxes will be located on any one Lot.

- 7.2.16 Fencing. All fencing must be approved by the Architectural Committee and shall be constructed of #1 grade stockade panels, uniform in design, six feet (6') in height, with steel posts on eight foot (8') centers. All fences shall be set back on each side of the residential structure at least three feet (3') from the front corner of the structure. Fencing shall be brick, stone, stucco, decorative iron, or wood on steel posts (no utility grade or less allowed). No PVC or plastic fencing allowed. No fencing shall be placed closer than five feet (5') to the flume curb between Lots 4 and 5. No site proof or stockade fencing shall be allowed on the rear property lines of Lots 1 through 9 that abut Common Area G or water detention areas. Architectural Committee approval shall be required for all fencing.
- 7.2.17 Storm Shelters. No storm shelters shall be installed in the front or side yard of any Lot.
- 7.2.18 Basketball Goals. Basketball goals are permitted but may not be attached to any structure. All basketball goals must be free standing on a structure designed for that purpose and must be kept in good repair. Any basketball goal that becomes damaged or unusable must be removed. Basketball goals shall not be used in Common Areas.

ARTICLE VIII

General Restrictions

Section 8.1 Use of Lots. Each Lot in Section 3, with the exception of the Common Areas, shall be used exclusively for single family residential purposes. No business, trade or other such activity shall be permitted within The Property. Notwithstanding anything contained within this Declaration to the contrary, the Declarant shall be permitted to maintain and operate within The Property a sales office and/or a construction office, provided, this exemption in favor of Declarant shall terminate at such time as Declarant no longer owns any property within The Property. Also notwithstanding anything contained within this Declaration to the contrary, the Association may maintain such offices or other facilities as are necessary for the conduct of the Association's business and the upkeep and maintenance of Common Areas.

Section 8.2 Animals. No animals, fish, reptiles, or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, and then only if kept solely as household pets or yard pets and not kept, bred or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Board shall determine, in its sole discretion, whether for the purposes of this Section, a particular animal, fish, reptile or fowl shall be considered to be a house or yard pet, a nuisance, or whether the number of pets on any Lot is

unreasonable, provided, however, that horses, mules, donkeys, cattle, pigs, goats, and sheep shall not be considered as house or yard pets hereunder.

Section 8.3 Storage of Building Materials. No building material of any kind or character shall be placed or stored upon the property line of the Lot upon which the improvements are to be erected and shall not be placed in the Streets or between the street and the property line.

Section 8.4 Vacant Lots. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot. Each Owner of a vacant Lot is required to keep such Lot in presentable condition or the Association may, at its discretion, mow such Lot, trim trees, remove trash or refuse and, if necessary, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as is provided elsewhere herein with respect to other assessments.

Section 8.5 Nuisances. No noxious, illegal or offensive activities shall be carried on in any Lot, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment by an Owner of his respective Lot, or which shall in any way increase the rate of insurance for the Property, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any building. The Board shall have the power to make and to enforce reasonable rules and regulations in furtherance of the provision.

Section 8.6 Storage Tanks. No tank for the storage of oil or other fluids may be maintained about the ground and outside an authorized structure on any Lot without the consent in writing of the Architectural Committee.

Section 8.7 Drilling. No drilling or puncturing of the surface for oil, gas, other hydrocarbons, or other minerals, shall be permitted without the prior written consent of the Architectural Committee.

Section 8.8 Boats and Trailers; Temporary Residences. Boats, travel trailers, recreational vehicles, motor homes, camping trailers or other vehicles which are not normally used as everyday transportation may be kept on the premises provided that they are totally concealed from the Streets and not "Visible from Neighboring Property". Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence except during the construction period and then only by a workman or watchman and with the prior approval in writing of the Architectural Committee. No outbuildings on any Lot shall be used as a residence or living quarters.

Section 8.9 Maintenance of Lawns and Plantings on Lots. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on his Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise encroach upon any Street from ground level to a height of fourteen (14) feet without the prior approval of the Architectural Committee. Provided, if, in the opinion of the Architectural Committee, any Lot is not maintained pursuant to the

provisions hereof, the Committee may cause said Lot be so maintained, and may charge the Lot owner thereof with the cost of such maintenance, which cost shall become a lien against said Lot the same as the assessment lien provided for in Section 5.10 hereof.

Section 8.10 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.

Section 8.11 Garbage, Trash Containers and Collections. All refuse, including lawn and garden clippings and trash, shall be kept in containers of types which shall be approved by the Architectural Committee. In no event shall such containers be maintained so as to be visible from neighboring property except to make them available for collection, and then only for the shortest time reasonably necessary to affect such collection.

Section 8.12 Clothes Drying Facilities. No outside clothes drying or airing facility shall be visible from neighboring property.

Section 8.13 Antennae and Satellite Dishes. Television antennae, other antennae and television satellite dishes are permitted; provided, no antennae of any kind may project more than ten (10) feet above the highest level of the roof of the residence, and no satellite dishes may be placed outside of the building lines provided for herein, and shall not be "Visible From Neighboring Property" without the consent of the owner of the neighboring property.

Section 8.14 Prohibition Upon Removal of Trees. No tree, the trunk of which exceeds three (3) inches in diameter, whether living or dead, may be removed without the prior written approval of the Architectural Committee. This restriction shall apply to existing trees and trees which may come into existence in the future. This provision shall not apply to Declarant.

Section 8.15 Prohibition of Splitting or Subdivision of Lots. No Lot shall be subdivided, divided, or split, without the approval of the Architectural Committee. Two or more lots may not be combined for construction of a single residence without the approval of the Architectural Committee.

Section 8.16 Vehicle Restrictions. Trailers, recreational vehicles, campers (including a camper shell on a pickup truck or other vehicle), motor homes, commercial vehicles, trucks (other than standard size pickup truck), inoperable vehicles, boats or similar equipment may be kept on the premises provided that they are totally concealed from the Streets and not "Visible from Neighboring Property". Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or marking of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Association. No noisy or smoky vehicles shall be operated on the property. No off-road unlicensed motor vehicles shall be maintained or operated on the property.

Section 8.17 Occupancy of Lots. Each Lot shall be used for single family residential purposes only and no trade or business of any kind may be carried on therein. Lease or rental of a

Lot for residential purposes shall not be a violation of this covenant. Any lessee or tenant shall in all respects be subject to the terms and conditions of these Covenants, the Declaration, and any rules and regulations adopted hereunder. Except for the principal residence constructed on each Lot, no additional structure shall be constructed or placed on any Lot for use as living quarters, nor shall any unapproved building be used or converted to living quarters, whether temporary or permanent.

ARTICLE IX

General Provisions

Section 9.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, devisees, personal representatives, trustees, successors, and assigns, for a term of twenty-one (21) years from the date the Declaration as to Section 3 was recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided that no such agreement to change shall be effective prior to date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 9.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 9.3 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity by the Association or any Owner against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, provided, that failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any suit brought hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees and all costs.

Section 9.4 Right to Assign. The Declarant by appropriate instrument may assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may at their option exercise, transfer or assign such rights, reservations, easements, and privileges or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

ARTICLE X

Permitted uses and restrictions-Common Area. The permitted uses and restrictions for Common Areas shall be as follows:

Section 10.1 Maintenance by Association. The Association shall as to any Common Area, conveyed, leased, or transferred to it, or otherwise placed under its jurisdiction,, without any approval of the Owners being required:

- 10.1.1. Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area) in accordance with (a) the last plans thereof approved by the Board, (b) the original plans for the improvement, or (c) if neither of the foregoing is applicable and if such improvement was previously in existence, then in accordance with the original design, finish or standard of construction of such improvement as same existed.
- 10.1.2. Construct, reconstruct, repair, replace, or refinish any road improvement or surface upon any portion of such area used as a road, street, walk, driveway, drainage flume, parking area, lake area, and lake liner.
- 10.1.3. Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes; and
- 10.1.4. Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof.
- 10.1.5. Do all such other and further acts which the Board deems necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in this Declaration.
- 10.1.6. The Board shall be the sole judges as to the appropriate maintenance of all grounds within the Common Area.

Section 10.2 Damage or Destruction of Common Area by Owners. In the event any Common Areas are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may be modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall be paid by said Owner, upon demand,

EXHIBIT 'A'

File No.: 1873903-WA42 (NRH)
Property: Vacant Land, APN 29583, El Reno, OK 73036

A tract of land lying in and being a part of the Northwest Quarter (NW/4) of Section Seventeen (17), Township Twelve (12) North, Range Seven (7) West of the Indian Meridian, Canadian County, Oklahoma, said tract being more particularly described as follows: Commencing at a 1/2" iron rod found for the Northwest Corner of said NW/4; Thence South 89°46'00" East on the North line of said NW/4, a distance of 827.92 feet to a point on said North line; Thence South 00°14'00" West perpendicular to said North line, a distance of 900.96 feet to a 1/2" iron rod found for the Southwest corner of Lot 6, Block 3, WESSEX ADDITION, SECTION 2, an Addition to the City of El Reno, Canadian County, Oklahoma, according to the recorded plat thereof, said corner being the Point of Beginning; Thence South 89°45'58" East on the South line of said WESSEX ADDITION, SECTION 2, a distance of 755.59 feet to a 1/2" iron rod with cap set for the Northeast corner of the herein described tract; Thence South 59°15'48" West a distance of 27.22 feet to a 1/2" iron rod with cap set for corner; Thence South 07°56'09" West a distance of 178.39 feet to a 1/2" iron rod with cap set for a corner; Thence South 35°44'31" East a distance of 51.38 feet to a 1/2" iron rod with cap set for a corner; Thence South 04°26'06" West a distance of 107.36 feet to a 1/2" iron rod with cap set for a corner; Thence South 76°55'00" West a distance of 300.00 feet to a 1/2" iron rod with cap set for a corner; Thence South 23°45'11" East a distance of 290.54 feet to a 1/2" iron rod with cap set for a corner; Thence North 89°56'30" West a distance of 300.96 feet to a 1/2" iron rod with cap set for a corner; Thence South 52°36'42" West a distance of 319.69 feet to a 1/2" iron rod with cap set for a corner; thence N 00°03'30" East a distance of 870.07 feet to the point of beginning.



I, Sherry Murray, County Clerk of Canadian county, hereby certify that the within instrument is a true and exact copy of the original document consisting

of 19 pages.

By: Sherry Murray Deputy

Dated 12-17-24