

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR TIMBER CREEK ESTATES ADDITION  
A RESIDENTIAL ADDITION TO THE CITY OF MOORE, OKLAHOMA**

**The same being described as TIMBER CREEK ESTATES Addition, the same being an Addition to the City of Moore, Cleveland County, State of Oklahoma, being as further described on EXHIBIT A hereto, and additional sections as maybe annexed from time to time.**

KNOWN ALL MEN BY THESE PRESENTS:

**RECITALS**

WHEREAS, This Declaration of Covenants, Conditions and Restrictions is made this \_\_\_\_ day of \_\_\_\_\_, 2017, by Mongold Properties, L.L.C., an Oklahoma Limited Liability Company (“Declarant”).

WHEREAS, Declarant and Lot Owners are the owners of the real property contained within and made a part of TIMBER CREEK ESTATES Addition, which is a platted addition within the County of Cleveland, State of Oklahoma.

WHEREAS, Declarant desires to submit the land and the improvements to be constructed thereon to Oklahoma’s Real Estate Development Act (Title 60 O.S. SS851-57, as amended).

NOW, THEREFORE,

“Declarant” does hereby publish and declare that the land, and additional sections as maybe annexed from time to time, and its improvements are hereby subjected to the conditions, covenants, and restrictions herein set forth to be established upon the recording hereof; and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any portion thereof, its grantees, successors, heirs, personal representatives, devisees and assigns.

**ARTICLE I. DEDICATION**

1.1 Definitions. Unless the context shall expressly provide otherwise:

“Addition” means the TIMBER CREEK ESTATES Addition, as platted and developed within the real estate described on EXHIBIT A.

“Association: or “Homeowners Association”” means THE TIMBER CREEK ESTATES

HOMEOWNERS ASSOCIATION, INC. an Oklahoma non-profit corporation, its successors and assigns, the Certificate of Incorporation and Bylaws of which shall govern the administration of this real estate development, the members of which shall be all of the owners of the Lots.

"Builder" means an individual or other entity that purchases an unimproved Lot for the purpose of constructing thereon a single-family residence for sale to an owner-occupant, VINTAGE CUSTOM HOMES, L.L.C. shall be the only previously approved authorized Builders in the Addition. No other Builder shall be authorized to build new construction In the Addition unless first approved in writing by the Declarant.

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

"Common Areas" means all portions of the real estate development other than the Lots and other than publicly dedicated right-of-ways which are shown on the recorded plats of the Addition as a Common Area or designated by the Declarant or Association as a Common Area elsewhere herein (such as, but not limited to, as described on **EXHIBIT A** HERETO), AND FROM TIME TO TIME BY THE Declarant or the Association. Other Common Areas may be added to the Addition later as determined in the sole discretion of the Declarant. To the extent additional areas of Common Areas are added to the Addition, such areas shall be under the same rules and regulations as all Common Areas are herein.

"Declarant" or "Developer" shall mean and refer to MONGOLD PROPERTIES an Oklahoma Limited Liability Company, its respective successors and assigns, and its respective affiliated business entities.

"Lot" means a portion of the Addition designated for separate ownership, and its dwelling improvements, the boundaries of which lot being the lot lines as shown on the recorded respective plats of the real estate described on **EXHIBIT A.**

"Obligation(s)" shall mean all annual dues and special assessments attributable to an Owner or a Lot.

"Owner" means a person or persons, firm, corporation, partnership, trust, association or other legal entity, or any combination thereof, who owns one or more lots for the purpose of occupying the same as a residence.

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

"Single Family" means a single immediate nuclear family comprised of an individual, or two or more persons related as married, or by blood as parent and child, or legal adoption, or foster children, living together as a single nuclear family housekeeping unit on a single Lot.

## 1.2 Easements.

(A) Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be appurtenant to the Lot of that Owner, and all conveyances and instruments affecting title to a lot shall be deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appears.

(B) Blanket Easements for Utilities. There is hereby created a blanket easement in, on, through, upon, across, over and under all of the publicly dedicated easements and rights-of-way, as shown on the recorded plat, for ingress and egress, installation, replacement, repair and maintenance of all utilities including, but not limited to, water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the electrical company, telephone company and/or any other company providing services to the Addition to erect and maintain the necessary poles and other necessary equipment on said easements, subject to the prior approval of the Declarant and the Architectural Committee as to location and design.

(C) Owner's Nonexclusive Easement of Enjoyment; Limitations. Every Owner and his immediate family shall have a nonexclusive right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to the lot of such Owner, subject to the rights of the Association stated herein, and subject to the rules and regulations as to the use of all Common Areas, as such rules and regulations are established and amended from time to time by the Declarant or Association. Common Areas may only be used by the Lot Owner and the immediate family of the Lot Owner, and no person may use or be present on any of the Common Areas unless accompanied by a Lot Owner immediate family member of minimum age as determined by the Declarant or Association.

(D) Easement for Section line and Entryway Road Improvements. The Association or the Developer is specifically granted an easement, the right and the authority to construct a wall or other type of barrier, an entryway sign or other type of improvement along the lot lines of any section line roads and entryway road easements on the Addition.

1.3 Use and Occupancy: Rights to Rent: Mortgagee Right to Rent: Leases Subject to Declaration. After the initial sale or transfer of a Lot or Lots by Declaration, all such Lots shall thereafter be used and occupied only for Single Family residence purpose by the Owner, by the Owner's closely related family, or the Owner's temporary guests of no more than six (6) months' time period, or the Owner's tenants; any lease shall be in writing, available to the Declarant or the Association upon request, shall be subject to approval by the Declarant or Association in their sole discretion, and shall be subject to the covenants and restrictions put forth through this Declaration.

1.4 Mortgaging a Lot: Priority: Mortgage Subject to Declaration. An Owner shall have the right from time to time to mortgage or encumber his Lot and the interest appurtenant thereto, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder who acquires a lot through judicial foreclosure, public sale or other means shall be subject to the terms and conditions of this Declaration except as specifically excepted herefrom.

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

1.6 Revocation or Amendment to Declaration. This Declaration shall not be revoked unless either the Declarant or all of the Owners unanimously consent and agree to such revocation by advance written instrument(s) duly recorded. Except as specifically provided elsewhere herein, this Declaration shall not be amended unless as done per Section 5.1 herein. However, these Declarations may not be amended to remove or restrict any of the rights granted or reserved herein to Declarant without the express written consent of Declarant.

## **ARTICLE II-HOMEOWNERS ASSOCIATION**

2.1 Mandatory Membership. An Owner of a Lot, upon becoming an Owner, shall mandatorily be a member of the Association and shall remain a member for the period of his ownership. The Association shall be governed by a Board of Directors as is provided in the Certificate of Incorporation and Bylaws of the Association. The Association may employ agents, contractors, servants and employees and any person or firm to act as Managing Agent at any agreed upon compensation.

2.2 Classes of Membership: Voting Rights. The Association shall have two (2) classes of voting membership as follows:

Class A. Class A Members shall be all those Owners of single-family residential Lots with the exception of the Declarant. Each Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an ownership interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as the among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be Declarant, its successors and assigns. The foregoing individuals being included as Class B Members for voting purposes only is intended to clarify that these individuals are not the developer of the Addition in any way and are merely individuals that are uniquely allowed that status of Class B Member for voting rights should they individually attain ownership of a Lot. The Class B member shall be entitled to fifty (50) 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, which first occurs:

- (A) At the completion of the calendar year when the total votes available for all Lots in the Class A membership exceeds the total votes available for all Lots in the Class B membership; or
- (B) Earlier at the discretion of the Declarant.

2.3 Ownership of Common Areas: Conveyance: Insurance Coverage. All Common Areas, except for portions of the plat shown as publicly dedicated right-of-ways, shall be owned in fee simple by the Association. Declarant, without the necessity for approval from the Association, may convey title to any and all common areas within thirty (30) days of the initial meeting of the homeowners association and election of a homeowner controlled Board of Directors. However, Declarant is not obligated to turnover Common Areas as such. It shall be the responsibility of the Homeowners Association to make sure that proper insurance coverage for those Common Areas together with any improvements thereto, and any other property owned by the Association, has property, casualty and liability insurance coverage in accordance with this Declaration and the Association Bylaws. The Association shall name Declarant as an additional insured on all liability insurance policies.

In addition, to insurance covering all Common Areas, the Association shall carry at all times liability insurance, in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, with Declarant named as an additional insured, to cover claims that arise from acts or omissions in the Addition.

2.4 Association's Maintenance and Responsibility. The Association shall be responsible for the maintenance, operation and repair of all Common Areas shown on any plat where the Lot Owners are made mandatory members of the Association, any improvements constructed by Declarant on the Addition to be used by the Lot Owners, any walls, entrances, or other structures constructed along section line roads or entry way streets.

2.5 Interim Control of Association. Until such a time as one hundred (100%) percent of the Lots are occupied by Owners other than the Declarant or the Declarant elects to turn over control of the Association to the then existing Lot Owners as described in Section 2.2 above, whichever comes first, the Association may be managed by the Declarant or one or more persons, who do not have to be Lot Owners, under contract with the Association. Once one hundred (100%) percent of the Lots have been occupied by Owners other than the Declarant, control of the Association shall pass to a duly elected Association Board of Directors pursuant to the applicable provision of the Certificate of Incorporation and Bylaws.

2.6 Assessment for Annual Dues and Special Assessments: Two Levels of Dues.

(A) Obligation to Pay Dues. Except as stated in the Section 2.6, all Owners shall be obligated to pay the annual dues imposed by the Bylaws and the Board of Directors of the Association to meet the expenses of the Association.

(B) Initial Dues and Due Dates. Annual Dues and the Due Date(s) shall be initially set in accordance with the Bylaws of the Corporation, or as determined initially by the Declarant, and shall be an initial amount of \$300.00 per year until increased or amended as per herein or as amended by the Board of Directors of the Association. The maximum annual assessment may be increased each year not more than twenty percent (20%) above the maximum assessment for the previous year, without a vote of two third (2/3) of the Membership of the Association, including the Declarant per the Declarant's Class B voting rights. This vote, for an increase in the annual assessment, is the only event upon which the Declarant must seek approval through a vote of the Owners to take action in the Addition. Dues shall be assessed from the date of the first conveyance by the Developer or Builder (transfers to related familial parties of Developer not included) to an end user occupant Owner of a Lot for the balance of that calendar year and thereafter annually. The Developer, Declarant, and builders of homes on Lots shall be

exempt from all assessment and dues, unless and until a transfer of a lot is made to the Developer's or Declarant's family member with the intent that such transfer is made at time the family member intends to make such lot their residence. Dues shall be paid in advance on the date or dates specified in the Bylaws or as set by the Board of Directors. Annual Dues for the first year shall be prorated and collected by the closing agent or, if none, by the purchaser, at the time of transfer of title and promptly remitted to the Association or its agent. Annual Dues may be adjusted up or down by the membership of the Board of Directors as provided in the certificate of Incorporation and Bylaws.

(C) Special Assessments for Capital Improvements: Assent: Notice. In addition to the annual dues hereof, the Board of Directors may levy a special assessment ("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, provided that any such special assessment shall have the assent of either the Declarant or 2/3rds of the Owners, voting in person or by proxy, at a meeting duly called for this purpose. Written notice of which shall be given to all members at least ten (10) days in advance, which shall set forth the purpose of meeting. No special assessment may be levied upon the Declarant, unless and until a transfer of a lot is made to the Declarant's family member with the intent that such transfer is made at time the family member intends to make such lot their permanent residence.

(D) Unsold Lots. Declarant shall not be responsible for payment of annual dues or assessments for any unsold Lots, or any Lots under the ownership of Declarant or related or affiliated companies, builders, and business entities of Declarant.

(E) 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 materialmen'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 Directions 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 Cleveland 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 a notice or claim thereof by the Association in like manner as a mechanics or materialmen's lien on real property. In an 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 be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any 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.

(F) 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 collection, shall be first paid out of the sales price or by the purchaser in preference of any other assessments or charges of whatever nature, except the following:

- (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 annual dues or a special assessment;
- (3) Mortgage instruments of encumbrance duly recorded prior to the date of such assessments;
- (4) Mechanic's and materialmen's liens arising from labor performed or material furnished upon a Lot prior to the date of such 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 grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the 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 be subject to a Lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

(G) 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 lienholder 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 therefrom. 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.

(H) Non Exemption from Payment: Board Responsibility to Collect: Interest, Cost, 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 action to collect any unpaid dues or

assessments which remain unpaid more than sixty (60) 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 Cleveland 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.

2.7 Eminent Domain. If part of a Common Area is acquired by eminent domain, the award must be paid to the Association. The Association shall represent the Lot Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or part thereof. Each lot Owner appoints the Association as attorney-in-fact for such purposes.

2.8 Association Rights to Use and To Grant Easements. The Association, in its sole discretion, may from time to time grant easements and rights of way on, across, under and over the Common Areas to any municipal corporation or public utility company, or other entity providing water, sewer, gas, electricity, telephone, cable television, or other similar service to the real estate development.

2.9 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 improvement responsibility of the Association. No Lot Owner or any business in which a Lot Owner has an interest may receive compensation, directly or indirectly, for services rendered as an officer, director or employee of the Association.

2.10 Committees. The Association shall establish an Architectural Committee (the "Architectural Committee" or the "Committee") and such other Committees as provided in the Certificate of Incorporation and Bylaws. The Architectural Committee shall be comprised of a representative of the Declarant, Kirby Mongold, Jr. and Thomas Mongold, until replaced by the Board of Directors at such time as may only occur after one hundred percent (100%) of the Lots are owned by owners other than the Declarant. 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 5.6. If, for any reason, the Architectural Committee is not established or operating, those rights and responsibilities shall be exercised by the Association Board of Directors.



(A) No temporary or permanent improvement, construction, shop, building, assembly, edifice, erection, storage container or pod, shed, storage trailer, recycling container, trash container, fence, landscape improvement, house, barn, shed, satellite dish, play structure, recreational improvement, garden improvement or decoration, abode, bungalow, cabin, cottage, dwelling, manor, tower, sunroom, greenhouse, garage, carport, pavement, or structure, of any kind, size, type or nature shall be constructed, placed, added, demolished, revised, changed, formed, enlarged, remodeled, renovated, installed, built, created, raised, or altered on any lot in the Addition until the proposed details and character of all such detailed building plans, site plans, elevations of all exterior facades, specifications, sizes, dimensions, locations, color choices, material uses, qualities, textures, pavement areas, entries, walls, roofs, windows, uses, doors, fences, trash enclosures, products, lighting, forms, shapes, aesthetics, and landscaping plans, of all such items have been previously reviewed and approved in writing as to conformity and harmony of all aspects of the external design and imagery as compared with the Declarant's vision for the overall Addition and the remainder of the Lots in the Addition, as determined by a simple majority vote of the Architectural Committee, in their sole, exclusive and absolute discretion, or by any person or persons designated in writing by said Architectural Committee. It is the intent of this provision that the Architectural Committee shall have the absolute right and power to review and approve or deny any action that might result in any change in the appearance of any habitually placed or long-term temporary items, or any permanent items, placed or maintained on any Lot by any Lot Owner or Occupant or Builder.

(B) Neither the members of the Architectural Committee, nor any designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. Any specific guidelines set forth herein as to design criteria remains subject to application and interpretation of the Committee as it pertains to each improvement planned on each Lot. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor or successors in writing.

(C) Prior to the commencement of any action that might fall under the review requirements of the Committee, such as put forth, the Owner of the Lot proposing such action shall submit a copy of a detailed application for approval to each member of the Committee, in care of Vintage Custom Homes, 212 NE 12th St., Moore, OK 73160, which shall include extensive and detailed information that substantially informs each member of the Committee of all aspects of the proposed action on the Lot, and requesting approval of the Committee for consent to such action. At a minimum, all of the following information must be submitted for review to the Committee before the Committee shall have any obligation to begin a review of any proposed development on any lot, and before the response time of the Committee begins to toll:

(i) Detailed architectural plans, specifications, and construction documents, including but not limited to all site plans, landscaping and fencing plans, floor plans, roof plans, pavement plans, exterior elevations, and building sections, showing sufficient detail and information of all proposed items to be located on each Lot for the Committee to make an informed decision about the quality and quantity of all items in the proposal;

(ii) Material selections and manufacturer cut sheets of all materials to be included on all exterior improvements on each lot;

(iii) Actual finish texture and color samples of all exterior materials and products to be located on each lot;

(iv) A description of proposed uses on each Lot in sufficient detail to review whether such uses are permitted under the terms of the existing zoning ordinances and these covenants;

(v) Any information as may be required by the Committee in order to fully understand the details of the proposed improvements to each Lot in the Addition

If the Owner applicant has submitted ALL of the above information, and if the Committee, or it's designated representative(s), fails to approve or disapprove, or fails to request further information from the applicant as may be needed to come to a decision, within sixty (60) days of the Committee receiving the review submittal from the applicant Lot Owner, then any such plans and specifications submitted to the Committee (so long as all above required items were submitted and such plans were of such detail and quality as to provide the Committee with complete and detailed accurate information), shall be deemed automatically approved. Construction or alterations in accordance with plans and specifications approved by the Committee shall be commenced within six (6) months following the date upon which the same are approved by the Committee (whether by affirmative action or by forbearance from action), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Committee shall specify. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed, and compliance with the provisions of this section shall again be required. There shall be no deviations from plans and specifications approved by the Committee without the prior consent in writing of the 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 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. The Committee reserves the right to amend the specific building requirements of Article 3 below, or to grant written waivers to such provisions

**(D) EVERY LOT OWNER IS HEREBY ON NOTICE THAT A LOT OWNER PROCEEDS ENTIRELY AT THEIR OWN RISK IF THEY BEGIN IMPORVEMENTS, ALTERATION, CONSTRUCTION, REMODELING, OR WORK OF ANY KIND ON ANY LOT IN THE ADDITION WITHOUT FIRST RECEIVING WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE – WHICH CANNOT HAPPEN UNTIL ALL SUBMITTAL ITEMS HAVE BEEN PROVIDED TO THE COMMITTEE. VERBAL APPROVAL FROM THE COMMITTEE OR ANY MEMBER OF THE COMMITTEE IS NOT A VALID APPROVAL. IN THE EVENT THAT AN OWNER PROCEEDS WITH IMPROVEMENTS WITHOUT PRIOR WRITTEN APOVAL FROM THE COMMITTEE, AND THE COMMITTEE LATER DETERMINES IN THE COMMITTEE'S DISCRETION THAT SUCH IMPROVEMENTS DO**

**NOT MERIT APPROVAL, THEN THE COMMITTEE MAY REQUIRE THE LOT OWNER TO REMOVE ALL SUCH IMPROVEMENTS AT THE LOT OWNER'S SOLE EXPENSE, OR THE COMMITTEE, DECLARANT, OR ASSOCIATION MAY ENTER UPON THE DEFAULTING LOT OWNER'S PROPERTY AND HAVE THE IMPROVEMENTS REMOVED, WITH THE COST OF SUCH REMOVAL TO BE FILED AS A LIEN AGAINST THE LOT OWNER'S PROPERTY.**

**EACH LOT OWNER SHALL BE BOUND BY ALL PROVISIONS HEREIN, AND EACH HEREBY AFFIRMS AT TIME OF TAKING OWNERSHIP THAT EACH HAS READ THE ENTIRE DOCUMENT HEREIN, AND UNDERSTANDS AND ACKNOWLEDGES EACH OWNER'S OBLIGATIONS HEREIN.**

(E) Neither the Committee nor any member, employee, relative, associate, or agent thereof, shall be liable to any person or entity submitting plans for approval, or any other person or entity, by reason of mistake in judgment, negligence, or nonfeasance, arising out of or in connection with the approval, disapproval or failure to approve any such submittal, or for any other action in connection with the Committee's duties hereunder.

2.11 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 at 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 212 NE 12<sup>th</sup> Street, Moore, OK 73160, or served upon the service agent of the Association.

### **ARTICLE III. PROPERTY RESTRICTIONS**

**(NOTE: All property restrictions in this Article III, as with all other relevant articles, Are put for the subject to Architectural Committee review and approval)**

3.1 Single Family Residences. All Lots herein shall be occupied as Single Family residences only. No residence may be owned or occupied for any commercial or business purpose, or for any use that is in violation of the zoning designation. All dwellings shall be of new construction, and no building (new or used) may be moved from another area into the Addition. Mobile homes, manufactured homes, or modular homes of any kind shall not be allowed to be placed or parked either permanently or temporarily on any Lot. The following provisions in the remainder of this Article III are not intended to be exhaustive or even detailed restrictions as to the character of development to be allowed within the Addition. The Architectural Committee, through its review and approval or denial of every act of construction, improvement, or proposed use of every Lot, is to be the deciding body as to what types of improvements and character of such will be allowed in the Addition. Therefore, to the extent that any provision in this Article III is contradictory to a decision of the Architectural Committee, the Architectural Committee's decision shall govern.

3.2 Minimum Square Footage. Unless otherwise stated herein, no residence shall contain less than Two Thousand Two Hundred (2,200) square feet of above ground living area. Each residence shall have

at least a three car garage, attached to, detached from, or built within a residence. The third car garage, if placed in a position facing the street, must be placed at least twenty (20) feet behind the line of the primary front face of the house. Prior to the installation of any garage door, whether new or as a replacement, the design of all such garage door must be previously approved in writing by the Architectural Committee with any modifications, approval or rejection at the sole discretion of the Architectural Committee. The Committee may require décor or specific types of garage door styles.

**3.3 Exterior Requirements.** The exterior of any residence shall be at least Eighty-Five percent (85%) brick, stone or stucco, and Fifteen percent (15%) 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 materials other than brick, stone or stucco to be used, but in no event shall a continuing wall consisting of Twenty-Five percent (25%) 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 the 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. Chimney materials must be brick, stone or stucco to the top of the first floor plate except where the chimney is on the interior or contained within a covered porch or patio, in which case it may be of other appropriate material. No vinyl, aluminum, composite, or other siding shall be allowed except for the undersides of soffits and fascia.

**3.4 Storage and Other Detached Structures.** Detached storage building are permitted:

The following provision shall be applicable to all outbuildings:

- i. They shall be of new construction and built on site;
- ii. They must have concrete floors;
- iii. They shall have a minimum of 400 square ft. and a maximum of 1,250 ft. A new steel type building may be built as an outbuilding. However, such metal building shall be either white, light gray or light tan in color, including trim, and the same must be approved by Kirby Mongold Jr. or Thomas Mongold, or a representative appointed by either of them. As to any other outbuilding, they must correspond with the residence built on the lot, including siding, roof pitch, color, covering, etc.;
- iiii. All outbuildings must be a minimum of ten (10) ft. high and a maximum of Sixteen (16) ft. high to the tallest point;
- v. All outbuilding must be located behind the rear line of any house built on any lot. In addition, as to corner lots, they must be behind the house looking at it from the front. In looking at it from the side, it must be a minimum of twenty-five (25) ft. from the street edge. Also, all sides must have three (3) ft. brick on bottom of building.

**3.5 Driveways: Sidewalks: Mailboxes.** All driveways must be of concrete or paver construction, in a material and design that is approved in advance by the Architectural Committee. Mail boxes shall be of brick, masonry, stone and/or rock construction.

**3.6 Roofs.** All roofing (both initial and replacement) shall be wood or laminated composition, and be of a weathered wood color and appearance. Also, such roofing must reflect that it is of a weathered

wood color and appearance on the packaging. Further provided, no three (3) tab shingles shall be installed on any home. Such roofing shall have a thirty (30) year warranty. All roof lines on any residence must be a minimum of 10/12 pitch.

3.7 Fences. No fencing shall be installed on the front portion of any lot within this subdivision between the front lot boundary line and the front line of the residence. In addition, all rear fencing shall be stockade, brick, chain link, wrought iron, manufactured PVC, or rock, or other type approved by Kirby Mongold, Jr. or Thomas Mongold. There shall in no event be any sheet metal fences installed on any lot.

3.8 No Garage Conversions. Garages may not be structurally altered as an extra room addition or for the purpose of any residential or commercial use. The sole exceptions shall be that a garage may be converted for the purpose of a sale showroom, however, such showroom must be restored to a conventional garage prior to residential occupancy.

3.9 Easements and Drainage. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these utility easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the utility easements, or which may obstruct or retard the flow of water through drainage channels in the utility easements. The utility easements area of each Lot and all improvements permitted therein shall be maintained continuously by the Owner at Owner's expense, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority or utility company shall be the Owner's responsibility; and it shall be the responsibility of the Owner, at Owner's expense, to: (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of the flow, or obstruct or retard the flow of surface water in the channels or swales, whether they be in easements or contained on the individual Owner's Lot, and (b) provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority or utility company is responsible. Erosion control measures required by the City of Moore or any other governmental authority shall be the responsibility of the Owner, at Owner's expense. All land contours are to remain as natural as possible with minor changes as may be allowed by the Architectural Committee upon submittal by the Owner for such written approval, such as leveling for construction pads or grading Lots for drainage. Said drainage grading shall conform to applicable municipal drainage requirements and shall not in any way cause harm to neighboring Lots or others down slope.

3.10 Landscaping. Landscaping, in a minimum initial amount of \$2,500.00, in 2017 prices, subject to inflationary increases as determined by the Consumer Price Index, CPI-U, as published by the US Bureau of Labor Statistics, shall be required on all Lots with completion of other improvements and shall conform to the landscape plan as submitted by the Lot owner and approved by the Architectural Committee. Existing trees are to be preserved to the extent practical. Each Lot owner shall install and maintain, at their own cost, solid slab sod on all areas of the front and sides of the Lot, and at least the fifteen feet depth closest to the house in the backyard, except those areas established for landscaping planters, flower beds or other ground cover as shown on the landscaping plan as first approved in writing by the Architectural Committee. Such solid slab sod shall be installed within thirty (30) days of

the time of completion of the construction of the residence upon the Lot. All Owners shall continuously maintain landscaping with respect to each of their Lots, such as mowing of lawn, planting and maintaining of shrubs and trees. All lawns shall be mowed, edged, cleared of leaves and clippings, at least once each week during the growing seasons. Lawns consisting primarily of unmowed grasses and flowers shall be prohibited. In the event that the landscaping on a Lot is in need of mowing, trimming, edging, watering, pruning, or other form of maintenance or care, and the Owner does not complete such work within Seven (7) days of receiving notice from the Declarant or Association of such maintenance needed, then the Declarant or Association, or contractors as hired by them, may enter onto the Lot and perform such maintenance and thereafter invoice the Lot Owner for all expenses incurred in doing so, plus a fifteen percent (15%) added charge for handling the maintenance. All such charges and expenses are subject to being filed as a lien against the Lot Owner's property in the event of non-payment.

(A) The Declarant or Association reserves the right to set forth the rules and regulations as to all Common areas, if any, and to the extent of, in the Addition. In addition, the Declarant or Association may restrict or limit the use of fertilizers, chemicals, lawn treatments, or other substances, on any Lot in the Addition, that in any way might affect the environmental health and condition of pond, or channel and habitats therein. No four wheelers or recreational vehicles may be used or operated in the Common areas.

3.11 Vent Pipes. All vent pipes are to be kept at a minimum height and are to be of such material or be painted so as to blend with the roof. To the extent possible all vent pipes shall be placed on the side of the roof that is not visible from the street.

3.12 Storage of Building Materials. No building materials are to be placed or stored on any Lot until construction is to begin, and construction shall be completed within one (1) year from commencement of construction. During construction, the Owner shall provide and use, at Owner's expense, a trash container from commencement until completion of construction, and Owner shall not allow debris or refuse to accumulate on the Lot or within the Addition during construction.

3.13 There is a 12 in. high pressure crude oil pipeline within a certain 50 ft. wide pipeline right of way running across a portion of the addition and which affects, pertains to, or is located on Lots 1 through 7, inclusive, Block 2 and Lot 8, Block 1 of the addition. Said right of way is Cleveland County records, reflected on the plat map of said addition, and now held by Enerfin Pipeline Limited Partnership, hereinafter referred to as "Enerfin". With respect thereto, notwithstanding any other provisions set forth in these Restrictions or the plat map of the addition, the following Covenants and Restrictions shall be applicable to, and binding upon all parties purchasing or owning any interest in such lots within said addition:

A. That no structures or buildings shall be placed within twenty five (25) ft. of the pipeline and that no fencing, sprinkler systems, trees or other improvements shall be placed within the easement, except for driveway crossings constructed in accordance with the hereinafter reflected paragraph.

- B. For each lot numbered 1 through 7 inclusive, in Block 2, there shall be only one (1) driveway over and across such pipeline easement, provided that such construction is in accordance with the specifications set forth in this section, which are to encroach on the easement and the pipeline as provided for in this section. All such driveways so constructed shall consist of high quality concrete reinforced with number six (6) rebar, both in its longitudinal and latitudinal directions, on twelve (12) inch centers with a minimum width of twelve (12) ft., (six (6) ft. each side of the pipeline), a minimum thickness of eight (8) inches and with a minimum of thirty-six (36) inches of cover between the top of the pipeline and the top of the concrete. Compaction of the earth shall be maintained within ten (10) ft. of the pipeline at ninety-five percent (95%) standard proctor density, or at such lesser density as Enerfin may allow upon prior request by any owner. No lime or fly ash stabilization materials shall be used within ten (10) ft. of the pipeline. All costs associated with the compliance of this section shall be borne by the owner of such lot;
- C. Enerfin, it's successors and assigns shall have the right at any time to access the pipeline by excavation for purposes consistent with Enerfin rights under this easement;
- D. Any lot owner shall be financially responsible for all reasonable costs incurred by Enerfin or it's successors or assigns attributable to the removal or replacement of that portion of the driveways or other improvements or such grantee's parcel which are located within the easement and depicted on the final plat of Timber Creek Estates Addition, in the event maintenance of the pipeline is required.

3.14 Certificate of Compliance. Upon the completion of the construction or alternation of any building, fence, wall or other improvements or structure in accordance with plans and specifications approved by the Committee, the 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 Committee and constructed or installed in full compliance with the provisions of this Article.

3.15 Enforcement: Right to Correct Violations. As put forth in Section 2.10(D) above. 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 the Committee approval or these provisions, then the same shall be considered to have been undertaken in violation of these provisions and without the approval of the Committee required herein. Upon written notice from the 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 Declarant or Committee shall have the right, through its agents and employees, to enter upon such lot and to take such steps as may be necessary to remove or otherwise 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 Declarant or 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 IV. PROHIBITED USES**

4.1 Offensive or Noxious Use: Nuisance Activity. 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.

4.2 Mineral Drilling. No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons within the subject lands shall be permitted.

4.3 Livestock. The keeping of any poultry, cattle, pigs, sheep, horses or other livestock of any kind or character is prohibited within the Project.

4.4 Refuse Storage: Growth: Lawns. The storage of trash, ashes, or other refuse, except in normal receptacles, is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain in the Addition. No trash, ashes or other refuse may be thrown in any other Owner's lot. Lawns and shrubbery shall be kept mowed and trimmed.

4.5 Signs and Billboards: Declarant's Right. No signs or billboards, except "for sale" signs shall be permitted on any lot without the prior written consent of the Declarant: provided, this prohibition shall not apply to the Declarant in the initial sale of such lot. No "for rent" or "for lease" signs shall be permitted anywhere in the Addition. No political signs shall be allowed in the Addition.

4.6 Vehicle/Equipment Parking and Storage. No truck, pickup truck, bus, commercial vehicle, or recreational vehicle of any kind exceeding one (1) ton, with factory bed, shall be parked or permitted to remain on the driveway of, or street adjacent to, any residential plot in this subdivision, except for such period of time as may be absolutely necessary in order to pick up or deliver materials, or to do work or make repairs on the property. It is the intent of this requirement that the owners and occupants of residential buildings in the subdivision shall not use the property upon which they reside, or streets adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle. Further, no truck, automobile, pickup truck, bus, commercial vehicle, boat, or recreational vehicle of any kind shall be allowed to remain on any street adjacent to such lot. Otherwise, all allowed and approved vehicles must be parked either within a garage or on paved surfaces fully within the Lot. The only exception to the foregoing restriction is that such items may be parked on a Lot temporarily for a period of no longer than twelve (12) hours, and no more than one consecutive days, awaiting transport elsewhere, such as in order to be loaded or stored overnight. No vehicles will be allowed to be parked on the streets at any



time, with the sole exception of occasional parking by guests of the residents of the Lots for events such as parties and gatherings but with such guest vehicles not allowed to be parked in such street for any length of time greater than twelve (12) hours and for no consecutive days.

4.7 Driveways shall not be used for parking or storage for such items as recreational vehicles, boats, trailers, campers, lumber, etc. Furthermore, such items, including vehicles of any kind, if stored or parked on the premises, shall be done inside a storage building or placed behind a fence so as not to be seen from any portion of this subdivision other than the lot on which it is parked, and shall be on a concrete surface.

4.8 All driveways must be of concrete and run all the way from the street to any residence.

4.9 View from Street or Lot. All clotheslines, garbage cans, equipment, coolers, or storage piles shall be located as not to be visible from the public street in front of the Lot. Garbage containers may be visible from the front street on the day of pick-up only and shall be hidden behind brick walls, or some other screen as approved by the Committee, from sight at all other times.

4.10 Tanks. No elevated tanks of any kind shall be erected, placed or permitted on any Lot.

4.11 Radio or Television Device. No radio or television transmitting or receiving device shall be allowed on any Lot or structure with an exposed antenna that exceeds five (5) feet in height and/or 24 inches in diameter.

4.12 Wind Powered Generators. No wind powered generators, windmills, wind pumps, or wind turbines shall be allowed on any Lot in the Addition. No window air conditioners are allowed in the Addition. No solar panel or cells, heat collector, photovoltaic modules or cells, or gain equipment of any kind shall be allowed on any Lot.

4.13 Temporary Structure. No trailer, tent or shack shall be erected, placed or permitted, nor shall any structure of a temporary character be used at any time as a residence without the prior written consent of the Declarant.

4.14 Household Pets: Care and Restraint: Limit on Number. No animal shall be kept except domesticated household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animals shall be kept. No more than three (3) household pets may be kept without written permission of the Declarant or Association. No pets, dogs, or cats may be permitted to run loose within the Addition at any time. All pets shall be kept within approved fenced areas or on a leash at all times that such are outside.

4.15 Play Structures. Play structures, play yards, play equipment, recreation equipment, playhouse, playground equipment, swing sets, trampolines, pools, bouncing equipment, bike ramps, forts, tree

houses, platforms in trees, or structures of any type shall be first approved in writing by the Architectural Committee prior to being erected or allowed to remain on any Lot. Photographs, drawings, plans, and specifications for all such structures or equipment must be first submitted to the Architectural Committee prior to construction or installation with any modifications, approval or rejection at the sole discretion of the Architectural Committee.

4.16 Vacant Lots. No trash, refuse, caves or tree houses are to be placed, constructed or stored on any vacant Lot. All vacant Lots shall be maintained and regularly mowed to be kept in good appearance.

4.17 Pool Equipment. All swimming pools are to be underground, and all related and associated equipment, improvements, and installations must be kept in good appearance and regularly maintained, and installed per the approval review and requirements of the Architectural Committee.

4.18 Athletic Equipment. Any basketball goals, soccer goals, golf hitting nets, baseball cages, archery, badminton, tennis, volleyball, or other recreational or athletic equipment of any kind (including but not limited to temporary or portable equipment) that is be placed, erected, or maintained on any Lot in any manner that is visible from any other Lot, or visible from the street, or that sound from the equipment is audible from any other Lot, or public area or common area at any time, is subject to approval and regulation by the Committee and subject to being required for removal or relocation if the Committee finds reason or cause to require relocation or removal. No skateboard or bicycle ramps may be constructed on any Lot. No basketball goals, equipment or other athletic equipment may be attached to any part of any house on any Lot, unless first approved in writing by the Declarant or Association. Basketball goals will be allowed on driveways.

4.18 Outdoor decorations; Furniture; Seasonal Decor. Any outdoor decorations, furniture, or seasonal décor shall be kept and installed in good aesthetic appearance and condition, and shall be appropriate to the season. All outdoor furniture and decor shall be in harmony and keeping with the style and decor of the Addition.

#### **ARTICLE V- DECLARANT'S RESERVATIONS**

In addition to the reservations stated throughout this Declaration and notwithstanding anything herein to the contrary Declarant hereby reserves the rights contained in this Article.

5.1 Amendment. The Covenants and Restrictions of this Declaration shall run with and bind all real property and land within the Addition, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may only be amended by a written recordable instrument signed and acknowledged:

- (A) by the Declarant so long as the Declarant owns any Lots in the Addition; or
- (B) pursuant to an affirmative vote of not less than seventy percent (70%) of the Lot Owners, as such vote is calculated using the Class A and Class B collective voting rights allocations put forth in Section 2.2, and the Declarant so long as the Declarant owns any Lots in the Addition.

5.2 Declarant Business Office: Models. Declarant and any Builder approved by the Declarant to be 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. Only Builders as defined herein, or as first approved in writing by the Declarant shall be authorized to construct homes in the Addition.

5.3 Amendment as to Unsold Lots: Waiver. Notwithstanding the terms of Paragraph 5.1 to the contrary, 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. The Declarant, and only the Declarant, shall have the power to grant any Owner a written waiver, variance, or exception of and from any of the provisions of this Declaration. No such waiver variance, or exception shall be valid or enforceable against Declarant unless such is provided in writing in advance by Declarant.

5.4 Signs. Declarant, and Builder(s) (as defined herein), reserve the right to erect such signs as it deems necessary for the sale and marketing of the property and Lots described herein.

5.5 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 Association established herein, at Declarant's option. If Declarant chooses to dedicate future property to the Association said dedication shall be controlled by the 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 may, in Declarant's sole discretion, be deeded to the Association and accepted by them as if fully described herein.

5.6 Transfer of Reserved Rights. Except as provided in Section 5.5 above, after Declarant has sold all Lots owned by him any and all rights reserved herein shall be transferred to and become vested in the Homeowners Association, with the exceptions 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 VI-MISCELLANEOUS**

6.1 Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the Addition and shall inure to the benefit of and be enforceable by the Declarant or any Owner, their respective legal representatives, heirs, successors and assigns.

6.2 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.

6.3 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 provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or

reservations to the right to recover damages or other dues for such violation. Failure to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.4 Attorneys Fees. In the event action is instituted to enforce any of these 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.

6.5 City of Moore a Beneficiary. In order that the public interest may be protected, the City of Moore, Oklahoma shall be a beneficiary of any of the covenants herein pertaining to location of uses and access. The City of Moore may enforce compliance therewith.

6.6 Approval in writing. Any approval, consent, authorization, or endorsement, as related to any provision in this Declaration, including but not limited to Architectural Committee approval, shall only be valid and binding when provided in a written and signed communication.

IN WITNESS WHEREOF the undersigned Declarant has executed and/or approved this Declaration as per the signatures on the following pages hereto, on the date and year first written above.

MONGOLD PROPERTIES, L.L.C.

As the Owner of all or part of the land, real estate, and property as described on EXHIBIT A.

\_\_\_\_\_  
By: Kirby Mongold Jr. / Manager

STATE OF OKLAHOMA        )  
  )  
COUNTY OF CLEVELAND    )

SS:

Before me, the undersigned, a Notary Public in and for said county and state on the \_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared Kirby Mongold, Jr. as Manager of Mongold Properties, L.L.C., know to me to be the identical person who executed his name to the foregoing Declaration who is the duly authorized agent for the Declarant and acknowledged to me that he executed the same as his free and voluntary act and deed and for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Seal:

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission No.: \_\_\_\_\_

