

FIFTH AMENDED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR NORTHWOOD LAKE ESTATES ADDITION
WITH AMENDMENTS THERETO

WHEREAS, **Five** separate sets of Covenants have been filed pertaining to Northwood Lake Estates Addition, identified as follows:

DATE OF FILING	BOOK AND PAGE OF RECORDING CANADIAN COUNTY, OKLAHOMA
September 25, 1961	Book 346 _ Page 562
October 4, 1982	Book 983 _ Page 29
September 20, 1984	Book 1152 _ Page 79
July 29, 1997	Book 2082 - Page 846, and

Amendments to the Fifth Amended Declaration of Covenants were filed as follows:

DATE OF FILING	BOOK AND PAGE OF RECORDING CANADIAN COUNTY, OKLAHOMA
August 18, 1998	Book 2179 – Page 232
February 9, 1999	Book 2227 – Page 517
July 21, 1999	Book 2270 – Page 741
February 17, 2000	Book 2320 – Page 424
November 14, 2000	Book 2386 – Page 618
December 17, 2001	Book 2511 – Page 594
May 19, 2003	Book 2733 – Page 653
June 22, 2004	Book 2945 – Page 724
July 6, 2005	Book 3080 – Page 250
February 29, 2008	Book 3420 -- Page 514-517

WHEREAS, litigation has been concluded with respect to said Covenants, in Cause No. CJ 85_685, in the District Court of Canadian County, Oklahoma, wherein the interpretation of said Covenants was involved, together with a determination of the ability to amend the same, and

WHEREAS, this Declaration is made this date by a majority of the lot owners of Northwood Lake Estates Addition, and by a majority of the lots owned within said Addition, an addition in Canadian County, Oklahoma, the undersigned being hereinafter referred to "Declarant",

WHEREAS, Declarants are the owners of certain real Property located in Oklahoma City, Canadian County, State of Oklahoma, which is more particularly described in Exhibit "A" hereto attached; and,

WHEREAS, Declarants desire to provide for the preservation of the value and amenity in said community and the upkeep, maintenance, improvement and administration of the community and its open areas, lakes, park, and all improvements now existing or hereafter erected thereon and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereinafter created; and,

WHEREAS, there has been incorporated under the laws of the State of Oklahoma, a nonprofit entity known as Northwood Lake Estates Homeowners Association Inc., for the purpose of exercising the aforementioned functions.

NOW, THEREFORE, Declarants do declare that the real property described in Article II hereof is and shall be held, sold, conveyed and occupied subject to the covenants, restrictions, dedications, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These Covenants and Restrictions shall run with the title to the real property and shall be binding on all parties having or acquiring any right, title or interest therein, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

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

- A. " Addition" shall mean the real property more particularly described as Northwood Lake Estates Addition, Canadian County, Oklahoma as recorded on the plot thereof.
- B. " Assessments" shall mean that portion of the cost of maintaining, improving, repairing, insuring, operating and managing the Property which is to be paid by each separate Owner as determined by the Association.
- C. " Association" shall mean and refer to Northwood Lake Estates Homeowners Association, Inc., a nonprofit organization which has been incorporated under the laws of the State of Oklahoma.
- D. " Building Setback Line" shall mean the line so designated on the plat where building may begin.
- E. " Common Areas" shall mean all real property, whether improved or unimproved, managed by the Association for the common use and enjoyment of

members of the Addition.

F. " Council" shall mean the Council of the Northwood Lake Estates Homeowners Association.

G. " Fence" shall mean any structure of any material that functions as a boundary or barrier.

H. "Floor Area" or "Floor Space" shall be calculated based on frame dimensions in lieu of veneer dimensions. Frame dimension means the outside dimension of a structure (outside face of the studs).

I. "Improved Lot" shall mean any lot which has been altered either above or below ground level for the purpose of building, including well, septic tank, and lateral lines.

J. " Lot" shall mean any parcel of land, as subdivided and recorded in the recorded plat of said Addition in the records of the County Clerk of Canadian County, State of Oklahoma.

K. " Member" shall mean any person or entity who is a recorded owner of separately owned lots in the Northwood Lake Estates Homeowners Association. (60 O.S. § 854)

L. " Multi Family and Apartment House" shall only mean Duplex.

M. "Off-Road Unlicensed Motor Vehicle" shall mean any three-wheeler or four-wheeler motorized all terrain vehicle; moped; off road motorcycle or any other vehicle primarily designed for off road use.

N. "Outbuilding" shall mean any building that is separate from the main building.

O. " Owner" shall mean and refer to the record owner, whether one or more persons or entities, of legal title to any Lot which is or may become a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each Owner shall be a member of the Association.

P. " Plat" shall mean each and every Plat filed by the Declarant and recorded in the records of the County Clerk of Canadian County which covers all or any portion of Property.

Q. "Property" or " Properties" shall mean and refer to that certain real Property described in Article II.

R. "Property Line" shall mean that line where the surveyors pin the boundary of a lot.

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

T. " Residence" shall mean an improvement constructed for single-family occupancy.

U. " Residential Use" shall mean the occupation or use of a Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.

V. " Single Family" shall mean one or more persons each related to the other by blood, marriage, legal adoption or legal guardianship, or a group of not more than three persons not all so related, who maintain a common household in a Residence.

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

X "Unimproved Lot" shall mean any lot which has not been altered either above or below ground level except for routine surface maintenance such as mowing, rock removal, tree planting, etc.

Y "Good Standing" shall be the status of a member who has no past due fees or assessments, no unpaid fines, or no unpaid or unsatisfied judgments in favor of the Association.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The real property which is sold, conveyed and occupied, subject to this Declaration, is located in the City of Oklahoma City, Canadian County, State of Oklahoma, and is more particularly described as follows:

All of Northwood Lake Estates Addition, being a subdivision of a part of Sections 5, 6, 7 and 8, Township 13 North, Range 5 West of the I.M.

Section 1. For the purpose of providing an orderly development of said tract and to provide adequate restrictive covenants for the mutual benefit of the owners and their successors in title to the various lots within said addition, the undersigned owners do hereby impose the following Restrictions and Covenants to which it shall be incumbent upon all persons planning by, through, or under said owners to adhere, to wit:

Blocks A, B, C, and D; Lots 1 and 2, Block 16, and Lots 1, 2, and 3, Block 18, inclusive, shall be for residential lots only, and not for commercial, retail, business lots or

for multifamily and/or apartment house residential lots.

ARTICLE III
MINIMUM SQUARE FOOT FLOOR AREA PER LOT

Section 1. All residences within all lots within all blocks, shall have 2,000 square feet of floor area at a minimum. If a residence has more than one floor level, the ground floor shall have 1,000 square feet of floor area at a minimum. In computing the required square footage, the basement, attached porches and garages shall be excluded.

Section 2. Deleted.

ARTICLE IV
BUILDING RESTRICTIONS

Section 1. Lot Size. All dwellings being built in said addition must be on at least three quarters (3/4 or .75) of an acre.

Section 2. Lateral Lines. All new dwellings being built in said Addition must have a minimum of 750 feet of lateral lines or another type of septic system approved by the Council.

Section 3. No building shall be erected on any residential lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat. In any event, no building shall be located on any residential lot nearer than forty (40) feet to the front property line, nor nearer than twenty-five (25) feet to any side, nor nearer than twenty-five (25) feet to any rear property line.

Section 4. No temporary buildings, Quonset huts, trailers, carports, tents, shacks, barns, pole barns or privies shall be constructed or erected on any lot within said Addition. NO Garage Apartment shall be constructed upon any single family dwelling lot within said Addition.

Section 5. All residences shall face the street.

- (A) No clotheslines, garbage cans, trash, unused vehicles or other unsightly or objectionable items shall be erected, stored or left in a location visible from the street.
- (B) No storage bins or storage tanks shall be erected between the house and the street.
- (C) **With prior Council approval, lake lot owners may erect fences in side or back yards as long as the fence: (1) does not substantially obstruct the view**

of the lake; (2) does not exceed four (4) feet in height; (3) is constructed of conventional residential fencing materials, as approved by the Council; (4) does not extend past the property lines. Any variance would have to be approved by the Council. Site screening for beautification purposes shall be allowed with prior Council approval.

Section 6. No business (commercial or retail), trade or activity shall be carried on upon any lot. No noxious, offensive or illegal trade or activity shall be conducted upon any commercial lot, nor shall any act be performed or committed thereupon which may be an annoyance or nuisance to the owner or owners of other lots within said Addition.

Section 7. No lot shall be further subdivided, divided, or reduced in size; provided, a portion of a lot may be used in conjunction with an adjacent lot, in that event, only one single family dwelling shall be constructed thereon; provided further, that lots in Block A may be subdivided but not less than one acre per lot minimum.

Section 8. Continuous footing of poured concrete must meet minimum requirements as provided by the Ordinances of Oklahoma City, Oklahoma.

Section 9. Foundations may be elevated, or slab concrete, provided that all foundations shall be enclosed and placed under all exterior walls of all buildings. No structures shall be erected upon pillars or piers, without the Council's approval.

Section 10. Only one building, well house, or storage house shall be permitted, one per dwelling, not to exceed four hundred (400) square feet. An owner owning two or more adjacent lots used as one single dwelling may increase his storage building to nine hundred sixty (960) square feet of floor area. The roof plate line shall not exceed ten (10) feet in height. The outbuilding shall have a finished floor. The exterior wall building materials shall be determined by the homeowner, limited to wood, brick, stone, rock, metal, vinyl siding and/or any other generally accepted construction material. The exterior walls shall be similar in color to the residence. No outbuilding shall contain plumbing of any sort without written prior approval from the Council. Under no circumstances shall an outbuilding be used as a dwelling. Before constructing any outbuilding, the owner shall make application and supply construction plans to the Council, in writing, stating the location of the outbuilding and listing the construction materials. The Council shall have the authority to approve or disapprove the owner's application consistent with the Declaration of Covenants, Conditions and Restrictions for Northwood Lake Estates Addition as

amended (“Restrictive Covenants”). If the application is not approved, the Council shall state with specificity the reasons for disapproval, including reference to the applicable provisions of the Restrictive Covenants. Upon receipt of written Council approval, the owner may begin construction. Section 10 as amended is applicable to all construction commencing from and after the effective date hereof. Provided that failure to submit plans for approval to the Council for any outbuilding in existence or under construction as of the effective date hereof shall not constitute a violation of the Restrictive Covenants, if said outbuildings comply otherwise with the Restrictive Covenants, including this section. All outbuildings shall be finished within 6 months of starting and the plans will be in effect for one year from approval.

Section 11. All lots shall be maintained in a neat and sightly condition by the lot owner. Weeds and brush shall be cut regularly by the owner. Should lots become unsightly, the Council may, after giving a thirty (30) day notice in writing addressed to the last known address of the lot owner, contract to have weeds cut or lot cleaned and bill the owner therefor. Should said bill become more than sixty (60) days in arrear, the Council may revoke the owner's lake privileges and file a lien against the property for the unpaid amount plus interest and related fees.

Section 12. Deleted.

Section 13. Construction Period. Upon commencement of excavation for construction on any lot or lots in this Addition, the work must be continuous, weather permitting, until the improvement is completed. No delay in the course of construction within a period of twelve (12) months will be permitted, unless further extension of time for the completion of said improvement is given by the Council.

Section 14. No garage or other building shall be erected or constructed on a single family dwelling lot prior to the completion of said dwelling.

Section 15. Under no circumstances shall motor homes, mobile homes or trailers be used as a dwelling in said Addition.

Section 16.

- (A) No excavation and/or grading land filling of any lot(s) shall be commenced prior to:
 - (1) written Council approval of an erosion/sediment control plan,and
 - (2) installation of the prescribed erosion/sediment control barriers.
- (B) The erosion/sediment control plan shall consist of the name, mailing address of the lot owner; a lot diagram showing where

erosion/sediment control barriers will be placed and describe the type of erosion/sediment control barriers to be employed; and shall state a erosion/sediment control barrier maintenance schedule.

- (C) If the Council determines that the erosion/sediment control plan and barriers are no longer functioning as intended due to lack of maintenance or insufficient design, then the builder or lot owner may be notified to immediately stop construction at the address provided in the erosion/sediment control plan. No further construction shall proceed until such time as the builder or owner has improved the erosion/sediment control plan and barriers to the satisfaction of the Council, evidenced by its approving vote.
- (D) Approved erosion/sediment control barriers are as follows:
 - (1) Straw bale dike - The straw bales shall be placed on any slope contour. Bales are to be placed in a row with the ends thereof tightly abutting. Wooden or steel spikes shall be driven into the straw bales to prevent erosion and water flow under the straw bales.
 - (2) Silt Fence - The silt fence shall be placed on any slope contour to maximize pooling efficiency. The silt fence shall be inspected and repaired if necessary after any storm event.
 - (3) Slab Sodding - Four feet of solid slab sodding may be used if the slope of the contour does not exceed 10 degrees.
- (E) A gravel entrance shall be used if access to lot(s) is on a downward slope.

Section 17. No new home construction, including groundbreaking or start-up construction, shall be commenced until a \$1,500.00 non-refundable future road repair fee is paid to the Council.

Section 18. House Plans. Owner and builder of house must attend meeting when plans are reviewed for approval.

ARTICLE V ARCHITECTURE

Section 1. Plotting. A complete set of plans: plot plan, elevation, floor plan, materials, size, use of structure, location on the lot, perc test, etc., must be submitted to the Council for its written approval in advance of construction on any lot within this Addition. These plans will be kept in the Council's possession. If exterior changes are made subsequent to Council's initial approval, these changes must be submitted to the Council following the procedures set forth for new construction. Perc tests are to be performed by an engineer or agency of the Council's choice. The results must accompany the set of building plans to

receive approval for commencement of construction. The Council reserves the right to call for an independent inspection to verify the specifications set forth in plans submitted and approved by the Council. If the owner is found to be nonconforming with these plans, the error must be corrected directly and the cost of the inspection be bared by the owner. In computing the required square footage, the basement, attached porches and garages shall be excluded.

Section 2. One and one half, two-story and tri_level houses may be constructed in said Addition provided minimum ground floor requirements as set fourth in Article III, Section 1 and Section 2 of these Restrictions and Covenants are met.

Section 3. Building Materials. The principal exterior of any dwelling shall be at least eighty (80%) percent brick, or stone, and twenty (20%) percent may be lap siding or other material which will blend together with the brick and stone. If a residence has two or more stories, the first floor must be one hundred (100%) brick.

Section 4. Construction or erection of any structure shall not commence until such time the owner is granted written approval from the Council as set forth herein.

Section 5. Roofs of all homes constructed in said Addition are to be 300 pounds per square or more of composition shingle similar to, but not limited to Elk Products Prestique I or GAF Timberline Series, or more superior roofing.

Section 6. Water wells and septic tanks shall be constructed in strict accordance with the requirements of the current Oklahoma State Department of Health. Any limitations of dates as to plotted areas relating to compliance as contained in Oklahoma State Department of Health regulations shall not be applicable.

Section 7. Driveways shall be culverted with a tinhorn of at least 18 inches in diameter in order to properly carry and drain away normal accumulations of surface water. All tinhorns shall be kept free and clear of any debris which restricts drainage. However, compliance with this requirement may be excused upon homeowner's proper showing to the Council of an alternate and equal or superior means of driveway drainage. Excuse from said compliance rests in the sole discretion of the Council and shall be evidenced by the Council's written acceptance of said alternate drainage method.

ARTICLE VI
SIGNS, BILLBOARDS AND
MISCELLANEOUS STRUCTURES

Section 1. No commercial signs or billboards shall be permitted in the Addition

except those advertising the sale or rental of such property, provided that said signs shall not exceed four square feet in size when posted. Written approval shall be obtained in advance from the Council.

Section 2. No miscellaneous structures, equipment or yard art will be permitted in the Addition without the proper written approval of the Council.

ARTICLE VII GENERAL

Section 1. No pergola or any detached structure or building for purely ornamental or other purposes shall be erected on any part of any lot in front of the building front setback line.

Section 2. The keeping or housing of poultry, cattle, horses, swine, fowl, bees or livestock of any kind shall not be permitted on any lot, except that dogs, cats and other household pets may be kept for non-breeding or noncommercial purposes.

Section 3. Dogs shall be kept leashed or restricted within fencing or cages at all times.

Section 4. No refuse may be thrown or dumped on any vacant lot in this Addition.

Section 5. No fencing in the Addition shall exceed six feet in height and ALL FENCING MUST BE APPROVED BY THE COUNCIL PRIOR TO ITS INSTALLATION. No fences, walls or hedges shall be installed on the front portion of any lot within the Addition, between the front face of the dwelling and the front lot line.

Section 6. All lakeshore lot owners shall have control of the lakeshore property line, and on the side to the next property line, unless set aside for other purposes in this covenant. Where a greenbelt area sets between two properties they each shall have control to the center of the greenbelt and on the side to the next property line unless set aside for other purposes in this covenant. Said lot owners and all others shall not construct any improvement the finished floor elevation of which is below elevation of 1167.50, United States Coast and Geodetic Survey data. Northwood Lake Estates Homeowners Association shall retain a flowage easement along the shoreline of said lake to elevations of 1167.50, United States Coast and Geodetic Survey data.

Section 7. Owners of single family lots that are not lakeshore lots shall be permitted access to the lake only in the immediate area of the boat ramp located at the Southwest end of the dam. Also, the swimming area is designated the North end of Northwood Drive for all Northwood Lake dwelling owners. No boat or motor vehicle of any kind will be allowed in this area.

Section 8. All owners of single family dwelling lots in the Addition shall receive upon the purchase of the lot, an undivided interest in the (1) earth filled dam; (2) the concrete boat ramp located near the Southwest end of the dam; (3) all parks and recreational areas; (4) all of the lake, and (5) the designated swimming area.

Section 9. Members shall be responsible for the conduct and acts of their guests. All users of the lake and common areas shall be members or guests accompanied by members and all shall conduct themselves in a safe and responsible manner.

Section 10. The Council may appoint security officers to enhance the safety of the Addition, and to assist in the enforcement of rules and regulations. All lot owners will cooperate with such officers and assist in the preservation of all rules of the Addition.

Section 11. The use of all weapons and traps is strictly prohibited in the Addition, unless approved by the Council.

Section 12. No over night camping at the boat ramp, swimming area, or common area shall be allowed without prior written approval from the Council.

Section 13. No unsupervised gathering of youth groups under the age of 18 years shall be permitted in the common areas. Sponsor must be at least 21 years old.

Section 14. No consumption of alcoholic beverages including but not limited to wine and beer shall be allowed within any common area in the Addition.

ARTICLE VIII BOAT DOCK RULES AND REGULATIONS

Section 1. Boat docks may be installed by lakeshore lot owners only. Any lake lot owner desiring to build and install a private dock on Northwood Lake shall comply with the following rules and regulations:

- A. Before constructing any boat docks, individual lake lot owners shall make application and supply construction plans to the Council, in writing, stating the type of dock proposed, location of the dock, and materials of construction. Council shall have the authority to approve or disapprove the owners' applications, and upon approval the owner may begin construction of said dock.
- B. Each dock area shall not be wider than 20 feet along

the shore line, and shall not extend into the water more than 20 feet, provided, that if the channel on which said lot has its shore line is less than 100 feet in distance across to the nearest shore line, said dock shall not extend into the water more than 10 feet; provided further, if the channel on which said lot has its shore line is less than 35 feet in distance across to the nearest shore line, said dock shall not extend into the water more than 5 feet.

- C. No styrofoam or other environmentally hazardous materials shall be used in the construction of said dock.

Section 2. Primarily, all docks are to be of open type, with no roofs, tops or covers. However, if a lot owner desires to build a cover of some type, he shall submit plans for said cover or roof to the Council which may grant or refuse permission to the lot owner to build said cover.

Section 3. All docks shall be maintained for safety and sightliness and in the event a dock is not properly maintained the Council may, after giving (30) day notice in writing addressed to the last known address of the lot owner, contract to have the dock repaired or taken down and bill the owner. Should said bill become more than sixty (60) days in arrears, the Council may revoke the owner's lake privileges and file a lien and enforce same against the owners real property for the unpaid amount plus interest and related fees and/or bring legal action for collection of said amount.

Section 4. All docks shall be constructed so as to prevent the free end thereof from swaying more than one foot in either direction.

Section 5. No raft shall be anchored or placed in the lake.

ARTICLE IX BOATING, WATER SKIING AND SWIMMING

Section 1. Guests of lot owners are permitted on the common areas only while accompanied by a lot owner. Guests are permitted on or in the lake only while accompanied by a lot owner. Guests are permitted on or in watercraft(s) owned by lot owners only while accompanied by a lot owner, if the watercraft is properly marked with the proper assigned decal/sticker of the accompanying lot owner.

Section 2. Water skiing on Northwood Lake will be permitted in the area west of the dam to Treasure Island except for the swimming area.

Section 3. Two persons shall be in each boat when pulling a water skier, and no

more than two skiers shall be pulled by one boat at any one time.

Section 4. No more than two boats towing skiers shall be permitted use of the lake simultaneously. In the event that there are others waiting to ski the vessels presently towing skiers shall be limited to an additional thirty (30) minutes.

Section 5. No water skiing will be permitted before sunrise or after sunset.

Section 6. Members only will be permitted to place boats in the lake. The maximum length of any boat shall be 22 feet.

Section 7. All rules and regulations as set out by the Oklahoma Planning and Resources Board of the State of Oklahoma must be complied with by every owner of a boat on the lake.

Section 8. Any boat requiring repairs will be removed from the lake prior to the repair thereof.

Section 9. Food or beverages may be consumed while boating, but no refuse shall be thrown into the lake. No glass containers will be permitted at the major concrete boat ramp on the lake or in the designated swimming areas. Alcoholic beverages of any kind including but not limited to beer and wine are prohibited in common areas or upon the lake.

Section 10. Each single family dwelling lot owner is entitled to operate boats on the lake, provided identifying stickers, as approved by the Council, are affixed to each side of the bow of the boat.

Section 11. The engines of all boats shall be muffled and the maximum speed thereof shall be 35 mph in areas designated for waterskiing.

Section 12. "NO WAKE" zones shall be in effect for all lake inlets.

Section 13. Swimming shall not be permitted before sunrise or after sunset.

Section 14. No boats shall be allowed in the area of the lake designated as the swimming area.

ARTICLE X VEHICLES

Section 1. A maximum speed limit of 25 miles per hour on all roads in the Addition will be strictly enforced.

Section 2. No parking shall be permitted on the lake dam at any time.

Section 3. Parking lot facilities must be used by all members and guests who use the ramp.

Section 4. No motorized vehicles shall be permitted off the streets or parking areas in the Addition.

Section 5. Parking. No vehicle used for public transportation, recreation, commercial or any other use shall be parked or stored on any street within the area designated as single family residences. Vehicles belonging to guests of lot owners may be parked on the street for not more than a total of 24 hours, if said lot owner does not have sufficient off street parking to accommodate said vehicle. No parking of trailers, boats or vehicles which are not commonly used as everyday transportation will be allowed on vacant lots or common areas, but shall be permitted behind the front face of the owners dwelling with proper site screening as approved by the Council. No inoperable vehicle or similar equipment shall be permitted to remain upon any area or lot within the Addition, except within a completely enclosed outbuilding as outlined in Article IV, Section 10.

Section 6. No off road unlicensed motor vehicle shall be operated in said Addition.

ARTICLE XI FISHING

Section 1. Fishing is permitted in the lake at all times. Anglers are required to flash a light at night when an oncoming boat is heard.

Section 2. Anglers shall not be permitted to use electricity, chemicals to stun or kill fish. Trot lines, tree lines, jug lines, or any other form of unattended fishing lines shall not be permitted in the lake at any time. Furthermore, no seining, netting or bow fishing shall be permitted.

Section 3. Only members or guests of members, accompanied by members, shall be permitted to fish.

Section 4. All fishing shall be for recreational purposes and not for commercial use.

Section 5. Fishing shall not be permitted off the dam at any time.

ARTICLE XII NORTHWOOD LAKE ESTATES HOMEOWNERS ASSOCIATION COUNCIL

Section 1. For the maximum safety, mutual enjoyment, collection of fees and

assessments, and equal enforcement of the rules and regulations of the Addition, a governing body, hereinafter known as "Northwood Lake Estates Homeowners Association Council", shall be formed immediately by the Association.

Section 2. The Council shall consist of a Chair, a Vice-Chair, Secretary, Treasurer, and up to five other members: all shall be voting and non-paid positions.

- A. Chair: The Chair shall exercise the usual functions of a presiding officer. He or she shall call for meetings to be held and have general supervision over the operations of the Council. He or she shall appoint all committees of the Council whether the same be standing committees of the Council or special committees for any purpose. He or she shall notify all members of the Council of his appointments of committees and shall have authority to remove any member of any committee with approval of the Council.
- B. Vice Chair: In the absence of the Chair, his or her inability to serve for any reason, all of the duties and powers of Chair shall be vested in the Vice Chair.
- C-1. Secretary: The Secretary shall maintain and preserve the books and records of the Council and Association, record minutes of all meetings, issue all necessary correspondence, and perform such other duties as the Council directs.
- C-2. Treasurer: The Treasurer shall maintain and preserve all financial books and records of the Association, issue payment for all approved Association obligations, oversee the deposit and collection of all Association revenue, make a monthly report to the Council of the financial condition of the Association, make a financial report to the Council and lot owners present at each annual meeting and special meeting of the Council and lot owners, and be bonded if so required by the Council.
- C-3 The council shall be allowed to engage the assistance of such professionals or such other persons as needed by Secretary and/or Treasurer with their duties.

- D. Council Members: Northwood Lake Estates Homeowners Association Council shall retain the current Council membership and existing replacement schedule upon adoption of these Covenants.
- E. ***Members of the Council shall be residents of Northwood Lakes Estates and elected to serve three-year terms based on the existing staggered schedule. Annual meetings for the purpose of holding elections shall be held each year during the month of June. Any council member may be recalled by a majority vote of association members present at an emergency meeting or a special meeting. Once sustained, a council member cannot be recalled again within six (6) months. The recall must be for a violation of Article XII, Section 2, Paragraph N.***
- F. All members of the Council shall be elected by a majority vote, at the annual meeting of those present authorized to vote in person or by proxy. The duly elected members shall elect a Chair, Vice Chair and Secretary/Treasurer.
- G. ***All lot owners shall be notified in writing at their last known address as shown by the records of the Council of the date and time of annual meetings. Such notice shall include an agenda of the meeting with items requiring a vote of the members noted specifically. Voting at the said meeting shall be limited to only those items noted on the agenda requiring a vote of the membership. This provision may not and shall not be waived by members present at the said meeting or by any member of the Council present at the said meeting.***
- H. In addition to such notice to lot owners in writing, a notice of such annual meetings shall be placed in an appropriate local publication. Notice of such annual meetings shall be made no less than ten (10) days or more than thirty (30) days prior to the meeting.
- I. The Council shall conduct a regular business meeting at 7:00 o'clock p.m. on the second Tuesday of each

month.

- J. All Council meetings shall be open to all lot owners.
- K. Special or emergency meetings may be called by the Chair, by a majority of the Council or by ten members. It shall be necessary to state the purpose for which such special meetings are called in the notice given therefor. Such notice of special and emergency meetings may be by telephone, in writing, or by posting a written notice in two conspicuous public places within the Addition. No vote of any kind shall be taken at any meeting without a quorum of the Council being present. A quorum of the Council shall be defined as three (3).
- L. Proxy voting shall be allowed at all meetings. Only members in good standing shall be eligible to bear and vote proxies for another member. Proxies shall be signed by a member in good standing, designating the member authorized to vote for said issuing-member. All proxy votes shall be delivered to the Secretary, or other officer presiding over the meeting, prior to the commencement of said meeting. The Secretary, or other officer presiding over the said meeting, shall certify that both the member issuing the proxy vote and the proxy-bearing member are members in good standing. In the event that either the said issuing member or the proxy-bearing member is determined to not be in good standing, the proxy vote shall not be valid for any purposes. Further, a proxy may be rescinded by the issuing member at any time by the said issuing member signing a dated statement withdrawing the proxy of said issuing member. Said statement of withdraw shall be delivered to the Secretary, or other office presiding over the said meeting.
- M. All checks issued by the Council shall be signed by any two authorized Council members. Any expenditures exceeding \$2,500.00 or any dam and/or road repair exceeding \$20,000.00, shall be approved by a simple majority vote at a duly called Special meeting.
- N. Council members shall, as a condition of their

acceptance of office, agree to uphold and enforce all the rules, regulations, restrictions and provisions of the Restrictive Covenants of Northwood Lake Estates Addition.

- O. In all matters coming before the Council that may represent a conflict of interest to any member, such member shall disqualify himself or herself and abstain from voting on said matters.
- P. The Council shall be the principal representative and authority for lot owners in this Addition. The Council shall consider all complaints or violations of the Covenants and rules and regulations of Northwood Lake Estates Addition, and shall proceed against violators at law or in such manner as is appropriate for the violation. If approved by majority vote at a duly called meeting with notice in writing to all lot owners, the Council may retain and pay an attorney at law to prosecute violators of the Covenants and Restrictions.
- Q. The Restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns, and its parties claiming by, through or under them, shall be taken to hold, agree and covenant with the owners of said lots, their successors and assigns, and with each of them, to conform to and observe said Restrictions as to the use of said lots and the construction of improvements thereon but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their ownership of title to said land, and the owner or owners of any lot in the Addition shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the Restrictions herein set forth in addition to legal action for damages.
- R. Nothing in these Covenants and Restrictions or Rules and Regulations shall prevent any lot owner from prosecuting and action at law or in equity against the violators of these Covenants, either to prevent or abate such violations as to recover damages therefor, or both.

Section 3. If any Council member misses two consecutive Council meetings after having been properly notified of same, and if such absence was not due to illness or emergencies preventing his attendance, the Council may remove, by majority vote, said member from the Council. The Council by majority vote shall appoint temporary members or non-voting member positions to fill any vacancy occurring in their body to serve until the next regularly scheduled election of members or non-voting member position at which time the lot owners shall elect a member to fill said vacancy.

ARTICLE XIII
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Each and every single family dwelling lot owner within the Addition by acceptance of a deed therefore, is deemed to covenant and agree to pay annual assessments, special assessments for maintenance to be fixed and collected from time to time as hereinafter provided. The annual 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 from the date that notice of such lien is filed of record by the council against any owner. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time the assessment was payable. The personal obligation shall not be an obligation of his successors in title unless expressly assumed by him. However, notwithstanding any provision contained herein; should the United States of America or the State of Oklahoma, or any political subdivision thereof (hereinafter referred to as "Governmental Entity") acquire any lot herein by means of condemnation (or inverse condemnation) said Governmental Entity shall be excused from compliance with this Section 1 Article XIII; and further, said Governmental Entity shall not be entitled to exercise any of the rights, duties or privileges contained within this Declaration of Covenants, Conditions, and Restrictions for Northwood Lake Estates Addition.

Section 2. The assessment levied by Northwood Lake Estates Homeowners Association shall be used for the purpose of promoting the health, safety and welfare of the Addition which shall include, but not be limited to, all expenses of the Council.

Section 3. Assessments on unimproved lots, as hereinafter defined, are hereby set at \$90.00 per year, commencing July 1, 1999. Assessments on improved lots are hereby set at \$90.00 per year, commencing July 1, 1999. Assessments shall be paid annually in advance. Such assessments shall

be delinquent if not paid within sixty (60) days from the due date hereof. Such assessments shall be due on July 1 of each succeeding year. If the assessment is not paid when due, the same shall bear interest from and after the due date at the rate of 10% per annum, and the Council may bring an action at law against the owner personally obligated to pay same, and/or foreclose the lien against the property as above set forth; and interest, costs and reasonable attorney fees of such action shall be added to the amount of each assessment. Provided, that the assessment ratio (1:1) for improved lots and unimproved lots shall remain the same and not be changed or modified at any time hereafter. The amount of said assessments may be adjusted by majority of votes cast, at any annual meeting of lot owners, provided, that notice of said meeting must contain a proxy vote form and language to advise the owners that the amount of the assessment will be considered.

Section 4. Special assessments with the approval of a simple majority vote by all eligible members present or by proxy, may be made at any emergency or called general meeting against lot owners for unexpected expenditures and the maximum amount thereof shall not exceed an amount equal to twice the annual maintenance fee against any lot owner for the same year.

Section 5. The Council may suspend the voting rights and right to use the lake and common areas of a member for any period during which any fee against him or his lot remains unpaid or an infraction of its written rules and regulations, until such time said infraction is corrected or fee is paid.

ARTICLE XIV CHANGE OF OWNERSHIP

Section 1. Any person becoming an owner, or changing his address, shall within thirty (30) days next following the recording of a deed reflecting such person as an owner, give written notice to the Council that such person has become an owner. All voting rights, and privileges will be suspended until such time written notification is received by the Secretary Treasurer of the Council.

ARTICLE XV VOTING RIGHTS OF LOT OWNERS

Section 1. Voting rights for all matters pertaining to these Covenants, the Homeowners Association and related matters thereto, except for voting rights pertaining to amending, modifying or terminating said Covenants, shall be determined as follows:

- A. Each unimproved lot shall be entitled to 1 vote.**
- B. Each improved lot shall be entitled to 1 vote.

- C. Said voting right shall be determined regardless of whether or not an individual owner owns more than one lot. Therefore, an individual owner may be entitled to more than one vote, depending upon the number of lots owned.
- D. Provided, that to participate in voting for any of the purposes herein identified, the lot must be current and paid up on assessments, including voting by proxy.
- E. Deleted.**
- F. For the purpose of voting to modify, change or terminate these Covenants, as herein after set forth, voting shall be determined based upon each individual owner having one vote, regardless of the number of lots owned. Therefore, if an individual owner owns more than one lot, that individual owner will still be entitled to only one vote. Provided, that if a lot is owned by more than one owner, then said vote shall be divided among the owners of said lot (for example: if a lot is owned by two (2) owners, each owner shall be entitled to 1/2 of 1 vote). Provided further, that to participate in voting to amend, modify, change or terminate these Covenants, the lot must be current and paid up on assessments and fines.

Section 2. Passage of all matters brought before the members at the annual, special or emergency meeting shall be by a simple majority of votes cast of those present, in person or by proxy, and eligible to vote.

Section 3.

1. Any person proposing an amendment to the Fifth Amended Declaration of Covenants, Conditions and Restrictions for Northwood Lake Estates Addition (hereinafter "Covenants") must be an owner within Northwood Lake Estates Addition, and in good standing with Northwood Lake Estates Homeowners Association.
2. The proposed Amendment must be submitted on the

form provided by the Northwood Lake Estates Homeowners Association Council.

3. In order to comply with the Special Meeting provisions of Article XII, Section 2(K) of the Covenants, the proposed amendment form must be signed by ten members.
4. In accordance with Article XV, Sections 1(F) and 2 of the Covenants, passage of amendments shall be by a simple majority of the votes cast of those present or by proxy; only members in good standing are eligible to vote thereon.
5. Results of the vote on any proposed amendment will be posted in the next Northwood Lake Home Owner Association Newsletter; the proposed amendment shall only become effective when filed with the Canadian County Clerk's Office.
6. Prior to voting on any proposed amendment, said proposal must be reviewed by the Association's attorney, who shall be authorized to change any proposal for reasons of clarity, legality, or other such need.
7. Due to the expense associated with amending the Covenants, special meetings for voting on the proposed amendment(s) shall be conducted twice a year; at the annual meeting in June, and at a semiannual meeting in January.
8. In order to ensure proper review of a proposed amendment, and to ensure proper notice to Association members, it is necessary that all proposed amendments be submitted in person to the Northwood Lake Homeowners Association Council (hereinafter "Council") at the Council meeting at least two (2) months prior to the above mentioned meetings in June and January.
9. In order to ensure conformity with other provisions of the Covenants, the Council shall be permitted to modify the proposed amendment for discrepancies or inaccuracies.

10. Once the proposed change has been reviewed by the attorney and the Council, any and all changes will be discussed with the person or persons proposing said amendment. It will then be sent to the person or persons originating the proposal for review, approval and signature. The change proposed will then be posted in the newsletter.
11. After an amendment to the covenants is recorded, another proposed amendment to the same Article, section, or sub section shall not be made for a period of one (1) year following the recording of said amendment.

ARTICLE XVI
DURATION

These Covenants shall be modifiable, in whole or in part, by a simple majority of votes cast of eligible members present in person or by proxy at a duly called special or general meeting, for a term of ten years from and after July 1, 1997. These Covenants shall be binding on all lot owners of Northwood Lake Estates and upon their successors for said ten (10) year period, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, that if prior to July 1, 2007, or within thirty (30) days thereafter, a written instrument signed by a majority of the then owners of lots within the Addition, determined as set forth above, is recorded with the County Clerk of Canadian County, Oklahoma, said Covenants may be amended in accordance with said instrument; provided that the effective date of such amendment or modification shall be July 1, 1997. Provided further, that in no event shall the assessment ratio (10:1) for improved lots to unimproved lots be changed or modified at any time hereafter.

ARTICLE XVIII
SEVERABILITY

Every condition or restriction of these Covenants is intended to be severable. The invalidity or unenforceability of any particular condition or restriction of these Covenants shall not affect the other conditions or restrictions hereof and these Covenants shall be construed in all respects as if such invalid or unenforceable condition or restriction were omitted.