

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TWIN LAKES, OKLAHOMA CITY, OKLAHOMA**

THIS DECLARATION, made on the 7 day of May, 1985, by TWIN LAKES JOINT VENTURE, organized under and existing by virtues of the laws of the state of Oklahoma, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT is the owner of certain real property located in the City of Warr Acres, Oklahoma County, State of Oklahoma, which is more particularly described as:

A part of the North Half (N-1/2) of the Southeast Quarter (SE/4) of Section Four (4) Township Twelve (12) North, Range Four (4) West of the Indian Meridian,

AND WHEREAS, it is the purpose of this Declaration to cause said real property to be surveyed and platted, in stages, under the name of "TWIN LAKES GUN CLUB" as a planned unit development and to create and include as part thereof permanent open areas, and other common facilities for the benefit of this particular community

AND WHEREAS, DECLARANT desires to provide for the preservation of the values and amenities in said community and the upkeep, maintenance, improvement and all improvements no existing or hereafter erected thereon and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereinafter created;

AND WHEREAS, there will be incorporated under the laws of the State of Oklahoma, as a non-profit corporation, an entity to be known as Twin Lakes Homeowner's Association, Inc., for the purpose of exercising the aforementioned functions;

NOW THEREFORE, DECLARANT hereby declares that the real property described in Article III hereof is and shall be held, sold, conveyed and occupied subject to the conditions, covenants, restrictions, dedications, easements, charges, and liens (herein sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants and restrictions shall rim with the real property and shall be binding on all parties having or acquiring any right, title or any part thereof, and shall insure 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. "Association" shall mean and refer to Twin Lake Homeowners Association, Inc., a non-profit corporation to be incorporated under the laws of the State of Oklahoma, its successors and assigns.

B. "Properties" shall mean and refer to that certain real property described in Article III, and such addition, thereto and other reel property within the Southeast Quarter as may hereafter be annexed thereto and/or brought within the jurisdiction of and subject to assessment by the Association.

C. "Common Areas" shall mean all real property, whether improved or unimproved, owned, leased or controlled by the Association for the common use and enjoyment of members of the Association. The Common Area to be owned by the Association during the stage of development is described as Block B and C and is shown on the attached plat.

D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of all or any part of the Properties with the exception of the Common Areas.

E. "Corner Lot" shall mean any lot which abuts other than at its rear line upon more than one street and/or Common Area.

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

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

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

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

J. "Fences" shall mean the following where the context so indicates:

(1) "Adjoining Fences" shall refer to two or more separate fences which adjoin and are exposed to public view.

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

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

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

K. "Declarant" shall refer to Twin Lakes Joint Venture, an Oklahoma limited partnership, its successors or assigns.

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

M. "Southeast Quarter" shall mean the Southeast Quarter of Section Four, Township Twelve North, Range Four West of the Indian Meridian, Oklahoma County, Oklahoma.

N. "Frontage" or "Fronts" shall mean the direction or way the major elevation of the house or structure erected on a Lot shall face.

ARTICLE II FUTURE INTENT

Section 1. Although this Initial Declaration includes only the real property described in Article III hereof, it is the intention of the DECLARANT to cause additional declarations to be filed with respect to the remainder of the entire Southeast Quarter, which additional declarations will be complementary in concept to this Declaration, and which future declarations will provide for the addition of owners in such other areas as members of the Association and of additional Common Areas to be owned by the Association. During its existence, the Association will include, as members, every Owner within the Southeast Quarter except the Owner (s) of a Lot which is neither a single-family residential or multi-family residential Lot. Each member of the Association will be subject to its Articles of Incorporation, By-Laws, rules and regulations, as from time to time established and/or amended. The Common Areas which will be owned by the Association.

Section 2. If within fifteen (15) years of the date of incorporation of the Association, the DECLARANT should develop additional lands within the Southeast Quarter, such additional lands may be annexed to the said Properties without the consent of the Members.

**ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION**

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

TWIN LAKES BLOCKS 1-3

A part of the North Half (N/2) of the Southeast Quarter (SE/4) of Section 4, Township 12 North, Range 4 West of the Indian Meridian in the City of Warr Acres, Oklahoma County, Oklahoma, said part being more particularly described as follows:

[metes and bounds legal description purposely omitted]

**ARTICLE IV
MEMBERSHIP AND ASSOCIATION**

Every person who is a record owner of a fee or undivided interest in any single-family residential Lot covered by this Declaration and any future declaration covering all or any part of the Southeast Quarter which is subject by Covenants or record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each lot. Membership shall be appurtenant to and any not separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

**ARTICLE V
OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS**

Section 1. It is contemplated that all of the Common Areas in the Southeast Quarter will ultimately be owned by the Association. Until such time as record ownership of the Common Areas is vested in the Association, the members of the Association shall have the exclusive right to use the Common Areas as hereinafter specified.

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

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

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

C. The right of the Association, in accordance with its Articles of Incorporation and By-Laws and with the assent of two thirds (2/3) of each class members, to borrow moneys for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said Common Areas or any portion thereof, and the rights of said mortgage in said properties shall be subordinate to the rights of the members hereunder.

D. The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations.

E. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association, provided, however, that no such dedication or transfer and signed by two-thirds (2/3) of each class of members is filed of record in the office of the County Clerk for Oklahoma County.

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

Section 4. The Association shall control, maintain, manage and improve the Common Areas as provided in the Declaration and in its Articles of Incorporation and By-Laws. Such right and power of control and management shall be exclusive.

Section 5. Any other provision hereof to the contrary notwithstanding, all Members of the Association, regardless of class, shall have and possess the right to use and enjoy all of the Common Areas and all facilities and improvements thereon owned by the Association, which right may not be denied to any Member of any class without consent of all Members of all classes, provided, however, that:

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

Section 6. DECLARANT hereby covenants for itself, its successors and assigns that it will convey fee simple title to the Common Area described as Block B and C as shown in the attached plat to the Association, free end clear of all encumbrances and liens, prior to January 1, 1987.

ARTICLE VI CLASSES OF MEMBERS AND VOTING RIGHTS

The Association shall have two (2) classes of voting membership as follows:

Section 1. Voting Classes,

Class A. Class A Members shall be all those Owners of Single- family residential Lots with the exception of DECLARANT. Class A Members, when a class vote is required, shall vote as a class. Each Class A Member shall be entitled to one vote for each Lot in which he holds the interest required for membership by Article IV. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for each Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member (s) shall be the DECLARANT. The Class B Member (s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article IV. The Class B membership shall cease and be converted to Class A-membership on the happening of either of the following events, whichever first occurs:

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(b) On January 1, 1987.

Section 2. Class Votes: Each class of Members shall be entitled to vote, as a class, only when the proposal to be voted on:

(a) Provides for an increase in the annual assessment as to such class and which proposed assessment requires the approval by the Members of the Association pursuant to Article VII hereof:

(b) Provides for special assessments for capital improvements to be assessed against the particular class.

ARTICLE VII
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. The Declarant, for each lot owned within the properties and for each additional lot which may hereafter come within the jurisdiction of the Association, and each Owner of any Lot platted area which is a part of the Southeast Quarter, by acceptance of a deed therefore, whether or not is shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association:

(1) annual assessments or charges; and

(2) special assessment for capital improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, pursuant and superior to any homestead or other exemption provided by law, which Lien may be enforced by the Association and may be foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with or without power of sale. 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 time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien above mentioned arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided.

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

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be as follows:

<u>Type of Member</u>	<u>Amount</u>
Class A	\$60.00 per year

A. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conjunction with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the preceding month of July.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment as to any or all Classes of Members may be increased above that established by the Consumer Price Index formula by a vote of the Members for the next succeeding year and at the end of such period of one (1) year, for each succeeding one (1) year; provided that, any such charge as to any class shall have the assent of two- thirds (2/3) of the Members of each such class, pursuant to votes cast in person of which shall be sent to all Members not less than thirty (30) not more than sixty (60) days in advance of the meeting setting out the purpose of the meeting.

C. After consideration of current maintenance coats and future needs of the association, the Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, as to any or all classes of Members, a special assessment applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal, property related thereto; provided that, any such

assessment as to any class shall have the assent of at least two-thirds (2/3) of the Members of such class of Members, pursuant to votes cast in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting: provided further, that the maximum amount of any special assessment which may be assessed against any Member of any class in any assessment year shall not exceed an amount equal to twice the annual dues assessed against said Member for the same year.

Section 5. Uniform Rate of Assessments. Both annual and special assessments must be fixed at a uniform rate for each class of Members and may be collected on a monthly basis.

Section 6. Quorum for Meeting. At any meeting of the Members of the Association, the presence at the meeting of Members or Proxies of the Association, entitled to cast a majority of all the votes of each class of membership shall constitute a quorum; provided, however, that if the required quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members as required herein for the transaction to be considered, at an adjourned meeting, and at the adjourned meeting one-half (1/2) of the required quorum at the preceding meeting shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Commencement Date of Annual Assessments. The annual assessments provided for herein shall commence as to each lot on the first day of the calendar month following the date on which a single-family home or multi-family unit is constructed thereon and first occupied by the Owner or by any other person occupying all or part of such structure with the consent of the Owner, whether such occupancy be by lease or otherwise, Within ten (10) days after a single-family home or any multi-family the Members of such class of Members, pursuant living unit is initially occupied by any person, whether by lease or otherwise, the Owner thereof shall furnish written notice of the commencement of such occupancy to the Association. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance in each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date (s) shall be established by the Board of Directors. The Association shall, upon demand at any time, furnished a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates, Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments and Remedies. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty(30) days after its due date, the assessment shall bear interest from its due date at an annual- rate equal to the floating rate of interest for mortgage loans from time to time announced by the Federal Housing Administration, and the Association may bring an action by law against the Owner personally obligated to pay same, and/or foreclosure the lien against the property as provided by the laws of the State of Oklahoma for the foreclosure of a mortgage or deed of trust, with or without power of sale; and interest, costs and reasonable attorney's fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his or her Lot.

Section 9. Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first Lien priority real estate mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such first lien priority mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfers shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments:

- (a) All properties dedicated to and adopted by a local public authority;
- (b) The Common Areas;

(c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Oklahoma, except any such land or improvements devoted to dwelling shall not be exempt from said assessments.

Section 11. Change of Ownership. Any person becoming an Owner shall, within ten (10) days next following the recording of a deed reflecting such person as an Owner, give written notice to the Association that such person has become Owner.

ARTICLE VIII USES OF LAND

The following:

Lots 1 to 19, both inclusive, Block 1
Lots 1 to 13, both inclusive, Block 2, and
Lots to 19, both inclusive, Block 3

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

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

The Area which is on the South Boundary of Lot 19, Block 3 shall remain open and may be used as public ingress and egress to the Tract of Land immediately South of Lot 19, Block 3.

ARTICLE IX ARCHITECTURE, SIZE, MATERIAL PLOTTING AND FENCING

Section 1. Architecture. Complete elevations for any structure proposed to be erected must first be submitted to the Declarant and written approval thereof obtained from the Declarant prior to the commencement of any construction upon all Corner Lots, and each of them, and any Lot which abuts upon more than one street.

Section 2. Size and Height. Residence constructed shall be of the height and contain the minimum floor space, as follows:

Lot 1 to 19, both inclusive, Block 1 One story - 1800 square feet minimum; Lot 1 to 13, both inclusive, Block 2 one story - 1800 square feet minimum; Lot 1 to 19, both inclusive, Block 3 one story - 1800 square feet minimum;

In computing the required square footage, the basement, attached porches and garages shall be excluded.

One and one-half and two story houses may be constructed and the minimum square footage requirements may be lessened or waived on any of the above lots provided the Declarant has received a complete set of the house plans and has given written approval hereof in advance to the party proposing the construction of the one and one-half or two-story house or the reduction in minimum square footage.

Section 3. Materials. The principal exterior of any residence shall be at least seventy (70) percent brick, stone or stucco, and thirty (30) percent may be of frame, asbestos, shingles, logs or other material which will blend together with the brick, stone or stucco. It is the intention of this restriction to allow panels of other materials than brick, stone or stucco to be used, but in no event shall a continuing wall consisting of thirty (30) percent of the exterior of residence be built of any material other than brick, stone or stucco. This restriction is intended to restrict the principal exterior of residences to masonry in their construction, but is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved, in advance, by the Declarant.

Roofs are to be wood shingles, shakes, clay, tile or stone; any other roof 1mg materials to be used shall be subject to the approval, in advance, by the Declarant.

Section 4. Plotting. The complete set of plans, materials, size, use of structure, plat plans, etc., shall be submitted to the Declarant for its written approval in advance of construction on all Corner lots, and each of them, and on any Lot which abuts upon more than one street; provided, however, that no Lots abutting Chimney Hill Road and 15th Street shall directly front these streets.

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

- (a) Common Area Fence;
- (b) Association Fence;
- (c) Public Fence;
- (d) Any other fence which will extend beyond the front of any building structure
- (e) Adjoining Fence;
- (f) Any fence over Six feet (6') in height.
- (g) Any fence which abuts the brick wall on Lot 1 thru 13 Block 2.
- (h) Any fence constructed on Lot 13 and 14 Block 1.

All adjoining fences must be set back at least two (2) feet from the front of any building structure upon the fences may abut, unless such fence is determined by the Declarant to be the equivalent of the building structure. All Common Area fences, if only fence present at that location, shall be maintained by the owners of the abutting Lot. These restrictions may be waived, in whole or in part, by the Developer.

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

ARTICLE X SET-BACK OF BUILDING STRUCTURES FROM STREETS

No building structure or part thereof, except as hereinafter provided, shall be erected or maintained on any of the following Lots:

- Lot 1 to 19, both inclusive, Block 1
- Lot 1 to 13, both inclusive, Block 2
- Lot 1 to 19, both inclusive, Block 3

nearer to the front street, rear street or the side street than the front building limit line or the side building limit line of the aforementioned Lots, except as shown on said plat.

Any deviation from the above must have the prior written approval of the Declarant, provided, however, that any such deviation shall not constitute a violation of the set-back requirements of the ordinances of the City of Warr Acres, Oklahoma.

ARTICLE XI FREE SPACE (SIDE SET-BACKS)

No part of any building structure on the following Lots:

- Lot 1 to 19, both inclusive, Block 1
- Lot 1 to 13, both inclusive, Block 2
- Lot 1 to 19, both inclusive, Block 3

shall be erected nearer than six feet (6) to the side property line except that cornices, spouting chimneys and ornamental projections may extend two (2') nearer said side property line. If the Declarant approves a one and one-half or two-story house, then the Owner shall conform to the side set-back lines as established from time to time by the Ordinances of the City of Warr Acres, Oklahoma. (Nine (9') for Two story).

ARTICLE XII PARKING, STORAGE AND EASEMENTS

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

The Declarant reserved the right to locate, construct, erect, and maintain, or cause to be located, constructed, erected and maintained in and on the Common Area and the areas indicated on the plat as easements, sewer and other pipelines conduits, poles and wires and any other method of conducting or performing any quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance. The Owner of any Lot abutting the Common Area and who must, in order to avail himself of utilities, enter and/or cross a Common Area, shall have an easement to do so provided that said Lot Owner shall use the most direct, feasible route the surface of the Common Area so entered and/or coursed to its original condition, at the sole expense of the Lot Owner.

ARTICLE XIII REARRANGING, RE-SUBDIVIDING OR REPLATTING

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

ARTICLE XIV SIGNS, BILLBOARDS AND MISCELLANEOUS STRUCTURES

No signs or billboards will be permitted upon any of the Lots except those advertising the sale or rental of any such property, provided that such signs do not exceed six square feet in area, for those for which written approval has been obtained in advance from the Declarant. With the prior written consent of the DECLARANT, signs will be permitted on the Common Areas for the purpose of identification, direction and ownership and may exceed six square feet in area.

No miscellaneous structures are allowed on this property without the prior written approval of the Declarant. These miscellaneous structures include, but are not limited to, outbuildings (building structures not attached or forming a part of the principal living structure), storage tanks, tool sheds, kennels, pool houses, pergola, greenhouses, and temporary structures, etc. This is not intended to prohibit outbuildings, etc., but only to control the use thereof for the protection of all owners.

ARTICLE XV GENERAL

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

No pergola or any detached structures or building for purely ornamental or other purposes shall be erected on any part of any Lot in front of the building Limit line without the prior written consent of the Declarant.

No TV, radio, citizens band radio, ham radio or any type of antennae, satellite dish, tower or anal will be permitted on the outside of any building structure or on any portion of any Lot without the written approval of the Declarant.

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

No trash, ashes, or other refuse may be thrown or dumped in any Lot or Common Areas in this section. All garbage and trash storage must be screened from the viewing of the public.

No garage or outbuilding on any Lot shall be used as a residence or living quarters except by servants engaged on the premises, or except during the construction of a residence for a period of not exceeding six (6) months, without prior written consent of the Declarant. -No house or outbuilding shall be moved to any Lot from any other locality, without the prior consent of the Declarant. No building or other structure shall be constructed or maintained upon any lot which would in any way impede natural drainage without the prior consent of the Declarant. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, wire, or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirements of any utility line, pipe, wire, or easement.

Driveways from Lot 1, 6, 7, 19, Block 1 and Lot 1, Block I and Lots 1, 2, 3, Block 3, may connect with or to Twin Lake Drive only with the prior written consent of the Declarant. Each owner of any Lot will be responsible for the control of any and all erosion which may occur on that Lot, No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons or water or combination thereof, shall be permitted without the prior written consent of the Declarant.

Each Owner of any Lot which abuts a Common Area and upon which abutting portion is erected a fence, building, structure, landscaping, bushes, hedges, trees, or similar improvements along said common border, must maintain a strip one foot (1') in width parallel to facilitate the moving of the Common Area by tractor or other similar mowing machine. Any Lot which abuts Common Area "B" or Common Area "C" shall maintain their yard up to the edge of the water. It is the intent of the Declarant that the Association maintain the Common Areas in their natural state and thereby preserve the natural beauty and limit the cost of upkeep. Every effort shall be made to preserve the natural state of the Properties and pursuant thereto Declarant shall have, and does hereby reserve the right to approve removal of all trees which are not directly located on Lots to be improved.

Each Owner, at his sole cost and expense, shall be responsible for grassing and maintenance the night of way abutting each such Owner's Lot.

ARTICLE XVI RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the present Owner, its successors and assigns, and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the Owners of said Lots; their successors and assigns, and with each of them, to conform 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 of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to the ordinary legal action for damages; and failure of companies or owner or owners of any other Lot or Lots shown in this plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XVII RIGHT TO ASSIGN

The DECLARANT and/or the Developer may, by appropriate instrument, assign or convey to any person, organization or corporation, any or all of the rights, reservations, easements, and privileges herein reserved by them, and upon such assignment or conveyances being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way and manner as those directly reserved by them or it in the instrument.

**ARTICLE XVIII
JUDGEMENT CONCLUSIVE**

The DECLARANT shall, in all cases, have the right to say and determine which are the front streets, side streets, rear and side property lines on any plot, and also the set-back from said lines necessary to conform to the requirements hereof, and also to approve and disapprove roofing materials to be used if other than wood, shingles, shakes, clay tile or stone, and its judgment and determination thereof shall be final and binding on all parties, This section and the provisions contained herein-above pertaining to written consent of the Declarant, and other rights and privileges of the Declarant, shall govern all of the Lots herein platted and upon conversion of the Class B membership to Class A membership all such consents, waivers or approvals required by Articles IV, X, XIII, XV and XVIII shall be exercised by the Board of Directors of the Association or by a committee of three (3) persons appointed by the Board of Directors.

**ARTICLE XIX
DURATION**

All of the restrictions set forth herein shall continue and be binding upon DECLARANT, and upon its successors and assigns, for a period of twenty-one (21) years from the date of this instrument, and shall automatically be extended thereafter for successive periods of ten (10) years; provided however, that during the first twenty-one (21) year term the Owners of nine-tenths (9/10) of the Lots herein platted may by a written instrument signed by all of such persons, vacate or modify all of any part of this Declaration. Any such amendment must be filed of record.

**ARTICLE XX
SEVERABILITY**

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the DECLARANT has set its hand and seal this 7th day of May, 1985.

Signed by Howard Manwarren, Chester N. Leonhardt and Richard Coyle, Partners of TWIN LAKE JOINT VENTURE

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TWIN LAKES GUN CLUB**

This DECLARATION, made on the first day of August, 1979 by TWIN LAKES JOINT VENTURE, organized under and existing by virtue of the laws of the State of Oklahoma herein referred to as "DECLARANT".

WHEREAS, DECLARANT, is the owner of certain real property located in the City of Warr Acres, Oklahoma County, State of Oklahoma which is more particularly described as:

A part of the North Half (N 1/2) of the Southeast Quarter (SE/4) of Section Four (4) Township Twelve (12) North, Range Four (4) West of the Indian Meridian,

AND WHEREAS, it is the purpose of this DECLARATION to cause said real property to be surveyed and platted in stages, under the name of 'TWIN LAKES GUN CLUB' as a planned unit development and to create and include a. part thereof permanent open area and other common facilities, for the benefit of this particular community;

AND WHEREAS, DECLARANT desires to provide for the preservation of the values and amenities in said community and the upkeep, maintenance, improvement and administration of the community and its open area, and all improvements now existing or hereafter erected thereon and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereinafter created;

AND WHEREAS, there will be incorporated under the laws, of the State of Oklahoma, as a non-profit corporation, an entity to be known as Twin Lakes Homeowners Association, Inc., for the purposes of exercising the aforementioned functions.

NOW THEREFORE, DECLARANT hereby declares that the real property described in Article III hereof is and shall be held, sold, conveyed and occupied subject to the conditions covenants restrictions, dedications, easements, charges and liens (herein sometimes referred to as 'covenants and restrictions') herein after set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

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

A. "Association" shall mean and refer to Twin Lake Homeowners Association, Inc., a non-profit corporation to be incorporated under the laws of the State of Oklahoma, its successors, and assigns.

B. "Properties" shall mean and refer to that certain real property described in Article III, and such additions thereto and other real property within the Southeast Quarter as may hereafter be annexed therein and/or brought within the jurisdiction of and subject to assessment by the Association.

C. "Common Area," shall mean all real property, whether improved or unimproved, owned, leased or controlled by the Association for the common use and enjoyment of members of the Association. The Common Area to be owned by the Association during the stage of development is described as Block A and is shown on the attached plat.

D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of all or any part of the Properties with the exception of the Common Areas.

E. "Corner Lot" shall mean any lot which abuts other than at its rear line upon more than one street and/or Common Area.

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

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

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

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

J. "Fences" shall mean the following where the context so indicates:

(1) "Adjoining Fences" shall refer to two or more separate fences which adjoin and are exposed to public view.

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

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

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

K. "Declarant" shall refer to Twin Lakes Joint Venture, its successors or assigns.

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

M. "Southeast Quarter" shall mean the Southeast Quarter of Section 4, Township 12 North, Range 4 West of the Indian Meridian Oklahoma County, Oklahoma.

N. "Frontage" or "Fronts" shall mean the direction or way the major elevation of the house or structure erected on a lot shall face.

ARTICLE II FUTURE INTENT

Section 1. Although this initial Declaration includes only the real property described in Article III hereof, it is the Intention of the DECLARANT to cause additional declarations to be filed with respect to the remainder of a portion of the Southeast Quarter, which additional declarations will be complementary in concept to this Declaration, and which Future declarations will provide for the addition of owners in such other areas as members of the Association and of additional Common Areas to be owned by the Association. During its existence, the Association will include, as members, every Owner within, the "PROPERTIES".

Each member of the Association will be subject to its Articles of Incorporation, By-laws, rules and regulations, as from time to time established and/or amended. The Common Areas which will be owned by the Association, a portion of which are included in the attached plat and show as Block A will ultimately include other lands within the Southeast Quarter which are not included in this plat.

In certain cases sale or exchange of any part of the Common Areas may be allowed for the purpose of settling encroachments on, or by, the Common Areas; provided that this is subject to the affirmation vote of the Associations Board of Directors.

Section 2: If within fifteen (15) years of the date of incorporation of the Association, the Declarant should develop additional lands within the Southeast Quarter, such additional lands may be annexed to the said Properties without the consent of the Members.

**ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION**

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is more particular described as follows:

A part of the North Half (N/2) of the Southeast Quarter (SE/4) of Section 4, Township 12 North, Range 4 West of the Indian Meridian, in the City of Warr Acres, Oklahoma County, Oklahoma, and being more particularly described as follows:

[metes and bounds description purposely omitted]

**ARTICLE IV
MEMBERSHIP AND ASSOCIATION**

Every person who is a record owner of a fee or undivided interest in any single-family residential and R-2 family residential Lot covered by this Declaration and any future declaration covering any part of the Southeast Quarter which is subject by covenant, or record to assessment by the Association including contract sellers, shall be a member of the Association. The Foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

**ARTICLE V
OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS**

Section 1. It is contemplated that all of the Common Areas in the Southeast Quarter will ultimately be owned by the Association. Until such time as record ownership of the Common Areas is vested in the Association, the members of the Association shall have the exclusive right to use the Common Areas as hereinafter specified.

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

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

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

C. The right of the Association, in accordance with its Articles of Incorporation and By-Laws and with the assent of two-thirds (2/3) of each class of members to borrow moneys for purpose of improving the Common Areas and facilities and in aid thereof to mortgage said Common Areas or any portion thereof and the rights of said mortgagee in said properties shall be subordinate to the rights of the members hereunder.

D. The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of it, published rules and regulations.

E. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association, provided, however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer and signed by two-thirds (2/3rds) of members is filed of record in the office of the County Clerk of Oklahoma County.

F. The right of each individual Lot owner, whose lot abutts directly to a narrow strip of Common Area land which is between said Lot and one of the Common Area lakes, to have sole use and enjoyment of, the aforementioned strip of Common Area land. It shall also be said owners responsibility to maintain and care for said portion of Common Area.

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

Section 4. DECLARANT hereby covenants for itself, its successors and assigns that it will convey fee simple title to the Common Area described as Block A as shown in the attached plat to the Association, free and clear of all encumbrance and liens, prior to January 1, 1981.

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

Section 6. Any other provision hereof to the contrary notwithstanding, all Members of the Association, shall have and possess the right to use and enjoy all of the Common Areas and all facilities and improvements thereon owned by the Association, which right may not be denied to any Member, however that::

The Board of Directors of the Association may from time to time establish rules and regulations covering the use of the Association's Common Areas by Members of all classes and their guests; provided, that such rules and regulations as from time to time adopted shall be uniform as to all Members regardless of class.

ARTICLE VI CLASSES OF MEMBERS AND VOTING RIGHTS

The Association shall have two (2) classes of voting membership as follows:

Section I. Voting Classes.

Class A. Class A Members shall be all those Owners of single-family or R-2 residential Lots with the exception of Declarant. Class A Members, when a class vote is required, shall vote as a class. Each Class A Member shall be entitled to one vote for each Lot in which he holds the interest required for membership by Article IV. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to three (3) votes for each lot in which it holds the interest required for membership in Article II.

Section 2. Class Votes: Each class of members shall be entitled to vote, as a class, only when the proposal to be voted on:

(a) Provides for an increase in the annual assessment as to such class and which proposed assessment requires the approval by the members of the Association pursuant to Article VII hereof.

(b) Provides for special assessments for capital improvements to be assessed against the particular class.

ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned within the Properties and for each additional Lot which may hereafter come within jurisdiction of the Association, and each Owner of any Lot in any platted area which is a part of the Properties, by acceptance of a

deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association:

(1) Annual assessments or charges; and

(2) Special assessment for capital improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, pursuant and superior to any homestead or other exemption provided by law, which lien may be enforced by the Association and may be foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with or without power of sale. Each 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-time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien above mentioned arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided.

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

Section 3. Basis and Maximum of Annual Assessments: Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be as follows:

<u>Type of Member</u>	<u>Amount</u>
Class A	\$60.00 (Sixty Dollars)

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conjunction with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment as to any or all classes of members may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding year and at the end of such period of one (1) year, for each succeeding one (1) year; provided that any such charge as to any class shall have the assent of two-thirds (2/3rds) of the members of each such class, pursuant to votes cast in person or by proxy, at a meeting called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting out the purpose of the meeting.

C. After consideration of current maintenance costs and Future need, of the Association, the Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above the Association may levy in any assessment year, as to any or all classes of Members, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; provided that, any such assessment as to any class shall have the assent of at least two-thirds (2/3rds) of the Members of such class of members, pursuant to votes cast in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Member, not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; provided further, that the maximum amount of any special assessment which may be assessed against any Member of any class in any assessment year shall not exceed

an amount equal to twice the annual dues assessed against said Member for the same year.

Section 5. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for each class of Members and may be collected on a monthly basis.

Section 6. Quorum for Meetings: At any meeting of the Members of the Association, the presence at the meeting of Members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum; provided, however, that if the required quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all Members as required herein for the transaction to be considered, at an adjourned meeting, and at the adjourned meeting one-half (1/2) of the required quorum at the preceding meeting shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Commencement Date of Annual Assessments: The annual assessments provided for herein shall commence as to each lot on the first day of the calendar month following the date on which a single-family home or R-2 is constructed thereon and first occupied by the Owner or by any other person occupying all or any part of such structure with the consent of the Owner, whether such occupancy be by lease or otherwise. Within ten (10) days after a single-family home or any R-2 unit is occupied by any person, whether by lease or otherwise, the Owner thereof shall furnish written notice of the commencement of such occupancy to the Association. The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance in each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date(s) shall be established by the Board of Directors. The Association shall, upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessment, on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments and Remedies: Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from its due date at an annual rate equal to the floating rate of interest for Mortgage loans from time to time announced by the Federal Housing Administration, and the Association may bring an action at law against the Owner personally obligated to pay same, and/or foreclose the lien against the property as provided by the laws of the State of Oklahoma for the foreclosure of a mortgage or deed of trust, with or without power of sale; and interest costs and reasonable attorney fees of such section shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Subordination of Lien to Mortgage: The lien of the assessments provided for herein shall be subordinate to the lien of any first lien priority real estate mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure under such first lien priority mortgage or any proceeding in lieu of foreclosure thereof, shall Extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfers shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property: The following property subject to this Declaration shall be exempt from the assessments.

- (a) All Properties dedicated to and accepted by a local public authority;
- (b) The Common Areas.

Section 11. Change of Ownership: Any person becoming as Owner shall, within ten (10) days next following the recording of a deed reflecting such person as an Owner, give written notice to the Association that such person has become an Owner.

**ARTICLE VIII
USES OF LAND**

The following:

Lots to 13, both inclusive, Block 4; and
Lots 1 to 10, both inclusive and
Lots 14 to 23, both inclusive, Block 5; and
Lots 1 to 33, both inclusive, and
Lots 47 to 52, both inclusive, Block 6; and
Lots 1 to 19, both inclusive, Block 7; and
Lots 1 to 8, both inclusive, Block 8;

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

The following:

Lots 11 to 13, both inclusive, Block 5; and
Lots 34 to 46, both inclusive, Block 6; and
Lots 9 to 15, both inclusive, Block 8,

May be used for duplex residences with written approval from the "Declarant". If "Declarant" so chooses the above mentioned lots shall only be used for single-family residences.

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

**ARTICLE IX
ARCHITECTURE, SIZE, MATERIAL, PLOTTING AND FENCING**

Section 1. Architecture: Complete elevations for any structure proposed to be erected must first be submitted to the Declarant and approval thereof obtained from the Declarant prior to the commencement of any construction upon all Corner Lots, and each of them, and any Lot which abuts upon more than one street as well as all structures which are not single (detached) family residence.

Section 2. Size and Heights: Single-family residences constructed shall be the height and contain the minimum floor space, as follows:

Lots 1 to 13, both inclusive, Block 4, one story, or one end one-half story, or two story - 1800 square feet minimum
Lots 1 to 23, both inclusive, Block 5, one story, or one and one-half story, or two story - 800 square feet minimum;
Lots 1 to 52, both inclusive, Block 6, one story, or one and one-half story, or two story - 1800 square feet minimum;
Lots 1 to 19, both inclusive, Block 7, one story, or one and one-half story, or two story - 1800 square feet minimum;
Lots 1 to 15, both inclusive, Block 8, one story, or one and one-half story, or two story - 1800 square feet Minimum.

Residences, if constructed as duplexes (R-2) shall be the height and contain the minimum square Footage as follows:

Lots 11 to 13, both inclusive, Block 5, one story, or one and one-half story, or two story - 1000 square feet per unit (two units per duplex);

Lots 34 to 46, both inclusive, Block 6, one story or one and one-half story, or two story - 1000 square feet per unit (two units per duplex.)

Lots, 9 to 15, both inclusive, Block 8 one story, or one and one-half story, or two story - 1000 square feet per unit (two units per duplex).

In computing the required square footage, the basement, attached porches and garages shall be excluded. Split level structures are included in the above.

The minimum square footage requirements may be lessened or waived on any of the above lot provided the Declarant has received a complete set of the house plans and has given written approval thereof in advance to the party proposing the construction.

Section 3. Materials: The principal exterior of any residence shall be at least seventy (70) percent brick, stone or stucco, and thirty (30) percent may be of frame, asbestos, shingles, logs or other material which will blend together with the brick, stone or stucco. It is the intention of this restriction to allow panels of other materials than brick, stone or stucco to be used, but in no event shall a continuing wall consisting of thirty (30) percent of the exterior of the residence be built of any material other than brick, stone or stucco.

This restriction is intended to restrict the principal exterior of residences to masonry in their construction, but is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved, in advance, by the Declarant.

Roofs are to be of wood shingles, shakes, clay, tile or stone; any other roofing materials to be used shall be subject to the approval, in advance, of their use by the Declarant.

Section 4. Plotting: The complete set of plans, materials, size, use of structure, plot plan, etc., shall be submitted to the Declarant for its written approval in advance of construction on all Corner lots, and each of them, and on any Lot which abuts upon more than one street and on any lot upon which is to be erected any structure other than a single-family detached residence.

In addition plot plans must be submitted for written approval of the Declarant prior to start of construction on the following Lots:

Lots 7, 8, 40 and 41, Block 6; and
Lots 6 and 7, Block 4.

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

- (A) Common Area fence;
- (B) Association fence;
- (C) Public fence;
- (D) Any other fence which will extend beyond the front of any building structure;
- (E) Adjoining fence.

All adjoining fences must, be set back at least two (2) feet from the front of any building structure upon which the fences may abut, unless such fence is determined by the Declarant to be the equivalent of the building structure. All Common Area fences, if the only fence present at that location, shall be maintained by the owner of the abutting lot. These restrictions may be waived, in whole or in part, by the Declarant.

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

**ARTICLE X
SET-BACK OF BUILDING STRUCTURES FROM STREETS**

No building structure or part thereof, except as hereinafter provided, shall be erected or maintained on any of the following lots:

Lots 1 to 13, both inclusive, Block 4; and
Lots 1 to 25, both inclusive, Block 5; and
Lots 1 to 53, both inclusive, Block 6; and
Lots 1 to 19, both inclusive, Block 7; and
Lots 1 to 15, both inclusive, Block 8;

nearer to the front street, rear street or the side street than the front building limit line or the side building limit line of the aforementioned lots, except as shown on said plat.

Any deviation from the above must have the prior written approval of the Declarant, provided, however, that any such deviation shall not constitute a violation of the set-back requirements of the ordinance of the City of Warr Acres, Oklahoma.

**ARTICLE XI
FREE SPACE (SIDE SET-BACKS)**

No part of any building structure of the following Lots:

Lots 1 to 13, both inclusive, Block 4; and
Lots 1 to 25, both inclusive, Block 5; and
Lots 1 to 53, both inclusive, Block 6; and
Lots 1 to 19, both inclusive, Block 7; and
Lots 1 to 15, both inclusive, Block 8,

shall be erected nearer than Six (6) feet to the side property line except that cornices, spouting chimneys and ornamental projections may extend two (2) feet nearer said side property line.

At all times the side set-backs must not exceed the minim as established by the City of Warr Acres. (Nine' (9) for two-story).

**ARTICLE XII
PARKING, STORAGE, AND EASMENTS**

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

The Declarant reserves the right to locate, construct, erect, and maintain, or cause to be located, constructed, erected and maintained in and on the Common Areas and the areas indicated on the plot as easements, sewer and other pipelines conduits poles and wires, and any other method of conducting or performing quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

The Owner of any Lot abutting the Common Area and who must, in order to avail himself of utilities, enter and/or cross a Common Area, shall have an easement to do so provided that said Lot Owner shall use the most direct, feasible route in entering upon and crossing said Common Area and shall restore the surface of the Common Area so entered and/or crossed to its original condition, at the sole expense of the Lot Owners.

No fencing or any other improvements may be erected upon the easements running between the following pairs of Lots:

Lots 6 and 7, Block 4; and
Lots 7 and 8, Block 6; and
Lots 40 and 41, Block 6.

The easements between lots 6 and 7, Block 4 and between lots 7 and 8, Block 6 shall be utilized for drainage, walkway and access for maintenance purposes. The easement between lots 40 and 41, Block 6 shall be utilized as an emergency Fire lane.

ARTICLE XIII REARRANGING, RE-SUBDIVIDING OR RE-PLATTING

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

ARTICLE XIV SIGNS, BILLBOARDS AND MISCELLANEOUS STRUCTURES

No signs or billboards will be permitted upon any of the Lots except those advertising the sale or rental of any such property, provided that such signs do not exceed six square feet in area, or those for which written approval has been obtained in advance from the Declarant. With the prior written consent of the Declarant, signs will be permitted on the Common Areas for the purpose of identification, direction and ownership and may exceed six square feet in area.

No miscellaneous structures are allowed on this property without the prior written approval of the Declarant. These miscellaneous structures include, but are not limited to, outbuildings (building structures not attached or forming a part of the principal living structure), storage tanks, tool or storage sheds, kennels, aerials, towers, basketball goals, all types of outside antennae, pool house, pergola, greenhouses and temporary structure etc. This is not intended to prohibit outbuildings, etc., but only to control the use thereof for the protection of all Owners.

ARTICLE XV GENERAL

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

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

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

No trash, ashes or other refuse may be thrown or dumped in any lot or Common Area in this section. All garbage and trash storage must be screened from the view of the public.

No house or outbuilding shall be moved to any Lot from any other locality without the prior consent of the Declarant. No building, fence, wall or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage without the prior consent of the Declarant. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with encroach upon or alter, disturb or damage any surface or subsurface utility line, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement.

Driveways may connect with or to Twin lakes Drive only with the prior written consent of the Declarant.

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

Each Owner of any Lot which abuts a Common Area and upon which abutting portion is erected a fence, building, structure, landscaping, bushes, hedges, trees or similar improvement along said common border, must maintain a strip one foot (1') in width parallel to facilitate the moving of the Common Area by tractor or other similar mowing machine; except as is provided for in Article V, Section 2, Paragraph F.

The minimum finished floor elevation of the lowest area with plumbing on Lot 1, Block 6 is to be no lower than 1225 feet above sea level.

It is the intent of the Declarant that the Association maintain the Common Areas in their natural state and thereby preserve the natural beauty and limit the cost of upkeep. Every effort shall be made to preserve the natural state of the Properties and pursuant thereto Declarant shall have, and does hereby reserve the right to approve removal of all trees which are not directly located on Lots to be improved.

Each Owner, at his sole cost and expense, shall be responsible for grassing and maintaining the right of way abutting each such Owner's Lot.

ARTICLE XVI RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the present Owner, its successors and assigns, and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the owners of said Lots; their successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and 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 of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restriction, above set forth in addition to the ordinary legal action for damages; and failure of companies or owner or owners of any other Lot or Lots shown in this plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XVII RIGHT TO ASSIGN

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

ARTICLE XVIII JUDGMENT CONCLUSIVE

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

ARTICLE XIX DURATION

All of the restrictions set forth herein shall continue and be binding upon DECLARANT, and upon its successors and assigns, for a period of twenty-one (21) year, from the date of this instrument, and shall automatically be extended thereafter for successive period, of ten (10) years; provided, however, that during the

first twenty-one (21) year term the Owners of nine-tenths (9/10ths) of the Lot, and thereafter the Owner, of three-fourths (3/4th,) of the Lot, herein platted may be a written instrument signed by all of such persons, vacate or modify all of any part of this Declaration. Any such amendment must be filed of record.

**ARTICLE XX
SEVERABILITY**

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the DECLARANT has set its hand and seal this 1st day of August, 1979.

Signed by W. Ray Newman, Howard Manwarren, Chester N. Leonhardt and Richard Coyle, Partners of TWIN LAKE JOINT VENTURE

NOTE TO READER – THIS DOCUMENT HAS BEEN RETYPED FROM THE RECORDED COPY BY EMPLOYEES OF NEIGHBORHOOD SERVICES CORPORATION. ALTHOUGH DUE CARE WAS TAKEN TO INSURE ACCURACY MISTAKES AND OMISSIONS MAY HAVE OCCURRED IN THE RETYPING. YOU SHOULD NOT RELY ON THIS DOCUMENT AS THE BASIS FOR IMPORTANT DECISIONS WITH REGARD TO THE PURCHASE OR USE OF ANY PROPERTY, AND NO LIABILITY OR RESPONSIBILITY IS ACCEPTED BY NEIGHBORHOOD SERVICES CORPORATION FOR ERRORS CONTAINED HEREIN. YOU MAY OBTAIN COPIES OF ANY RECORDED DOCUMENTS FROM THE COUNTY CLERKS OFFICE, OR YOU MAY OBTAIN COPIES OF UNRECORDED DOCUMENTS FROM THE HOMEOWNERS ASSOCIATION.