

Doc # 2006016426  
Bk 10002  
Pg 776-787  
DATE 02/02/06 09:54:10  
Filing Fee \$35.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill

**AMENDED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**OF**

**OAKWOOD EAST HOMEOWNERS ASSOCIATION, INC.**

**THIS DECLARATION (herein "this Declaration") is made this 19th day of January 2006, by Oakwood East Homeowners Association as voted and approved at the January 2006 Annual/Adjourned Membership Meeting.**

**R E C I T A L S :**

**1. OAKWOOD EAST ADDITION, an addition to Midwest City, Oklahoma County, Oklahoma (herein the "Oakwood East"), according to the plat thereof recorded in Book 52 of Plats at page 28 in the records of the County Clerk, with a Declaration of Covenants, Conditions and Restrictions recorded in Book 5364, at page 736, and amended by an Amendment.**

**2. OAKWOOD EAST SECTION II, an addition to Midwest City, Oklahoma County, Oklahoma (herein the "Oakwood East-Section II"), according to the plat thereof recorded in Book 53 of Plats at page 70 in the records of the County Clerk, with a Declaration of Covenants, Conditions and Restrictions recorded in Book 5505, at page 81 of the records of the County Clerk.**

**3. OAKWOOD EAST ROYALE, an addition to Midwest City, Oklahoma County, Oklahoma (herein the "Royale"), according to the plat thereof recorded in Book 55 of Plats at page 26 in the records of the County Clerk, with a Declaration of Covenants, Conditions and Restrictions recorded in Book 5505, at page 133 of the records of the County Clerk.**

**4. OAKWOOD EAST VILLAGE, an addition to Midwest City, Oklahoma County, Oklahoma (herein the "Village", according to the plat thereof recorded in Book 53 of Plats at page 66 in the records of the County Clerk, with a Declaration of Covenants, Conditions and Restrictions recorded in Book 5505, at page 107 of the records of the County Clerk.**

**a. OAKWOOD EAST VILLAGE, SECTION 2, an addition to the City of Midwest City, Oklahoma County, Oklahoma (herein the "Village-Section 2"), according to The plat thereof recorded in Book 57 of Plats at page 7 and Book 7367 of Plats pages 317-346, in the records of the County Clerk of Oklahoma County, Oklahoma (the "County Clerk').**

**b. OAKWOOD EAST VILLAGE, SECTION 3, an addition to the City of Midwest City, Oklahoma County, Oklahoma (herein the "Village-Section 3"), according to the plat thereof in Book 58 of Plats at page 14 and Book 7876 of Plats pages 216-238 in the records of the County Clerk of Oklahoma County, Oklahoma.**

**c. OAKWOOD EAST VILLAGE, SECTION 4, an addition to the City of Midwest City, Oklahoma County, Oklahoma (herein the "Village-Section 4"), according to the plat thereof in Book of Plats at page 41-41 and Book 59 in the records of the County Clerk of Oklahoma County, Oklahoma.**

**d. OAKWOOD EAST VILLAGE, SECTION 5, an addition to the City of Midwest City, Oklahoma County, Oklahoma (herein the "Village-Section 5"), according to the plat thereof in Book of Plats at page 87-87 and Book 60 in the records of the County Clerk of Oklahoma County, Oklahoma.**

e. OAKWOOD EAST VILLAGE, SECTION 6, an addition to the City of Midwest City, Oklahoma County, Oklahoma (herein the "Village-Section 6"), according to the plat thereof in Book of Plats at page 4-4 and Book 61 in the records of the County Clerk of Oklahoma County, Oklahoma.

All prior covenant filings are superseded by this document for Oakwood East Homeowners Association.

**ARTICLE 1**

**DEFINITIONS**

**Section 1.1.** Unless otherwise defined in this Declaration or unless otherwise required by the context of this Declaration, capitalized terms used in this Declaration will have the following meanings:

"Common Areas" shall mean the real property, whether improved or unimproved, owned, leased or Controlled by the Oakwood East Homeowners Association which is reserved for the common use and enjoyment of all Members of the Association.

"Limited Common Areas" shall mean the real property, whether improved or unimproved, owned, leased or controlled by the Oakwood East Homeowners Association which is reserved for the use and enjoyment of the Members (our 4 entrances; Oakwood East Boulevard, Dorchester, Lakeside and Sheffield).

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

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

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

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

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

"Association Fence" shall refer to any fence erected or placed on any Common Area or Limited Common Area.

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

"Lot" shall mean (1) any platted lot in any Addition, (2) any platted lot in any additional subdivision created out of the Property as to which owners of the Lots or other parcels therein are made Members, including, without limitation, any platted parcel containing a patio home, zero lot line home, single-family dwelling which has a common wall with one or more other single-family dwellings, and similar duster type housing, provided that such residences are separately owned and used as a single-family dwellings, and (3) all or any part of the platted portion of the Property as to which the Owners thereof are made Members, but excluding any Common Areas or Limited Common Areas.

"Member" shall mean every person and/or entity that holds membership in the Association.

"Person" shall mean an individual, corporation, partnership (whether a general, limited, or limited liability partnership), limited liability company, association, trust or other legal entity, or any combination thereof.

"Property" shall mean that certain real property described in Article 3 hereof and such additions thereto and other real property as may hereafter be annexed thereto and/or brought within the jurisdiction of and subject to assessment by the Association.

"Owner" shall mean the record owner(s), whether one or more, of fee simple title to any Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

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

## ARTICLE 2

### INTENT

Each Member of the Oakwood East Homeowners Association will be subject to the Association's Articles of Incorporation, Bylaws, Rules and Regulations, as from time to time established and/or amended. The Common Areas and Limited Common Areas are owned by the Association.

## ARTICLE 3

### PROPERTY SUBJECT TO THIS DECLARATION

Section 3.1. The real property subject to this Declaration and the Existing Declarations and which may become subject to additional declarations, is located in the City in Oklahoma County, State of Oklahoma, and is more particularly described as follows:

The Northeast Quarter of Section 8, Township 11 N, Range 1 W. I.M. According to the Government survey thereof: Except strip 53-1/3 rods (880 feet) wide along the East side and Except the South-half of the South-half of the Northeast Quarter of said section

And

The Northwest Quarter of said Section 8: Except the following described tract: Beginning at the Northwest corner of the Northwest Quarter of said section; thence East 2325 feet; thence South 670 feet; thence West 1110 feet; thence Southwesterly 56.3 feet; thence West 125 feet; thence South 125 feet; thence Southwesterly 304 feet; thence West 125 feet; thence South 1275 feet; thence West 710 feet; thence North 2325 feet to the point of beginning.

The Oakwood East Homeowners Association may preclude any part of the foregoing Property which is not presently within an Addition from being subjected to a declaration which grants the owners of parcels therein the right to use the Common Areas in the Additions and the right to be Members in the Association and which imposes on such owners the obligation to pay assessments to the Association. In order to effect such preclusion, Oakwood East Homeowners Association shall so provide in the deed conveying such portion of the Property. In such event, this Declaration and the other Declarations shall be deemed amended to exclude such portion from the term "Property."

## ARTICLE 4

### OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS

**Section 4.1.** It is contemplated that all of the Common Areas will ultimately be owned by the Association. The Members of the Association shall have the exclusive right to use the - Common Areas as hereinafter specified.

**Section 4.2.** Every Member shall have a right and easement of enjoyment in and to any and all 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 Oakwood East Homeowners Association to limit the number of guests of Members entitled to use the Common Areas, which Common Areas 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 Bylaws, to borrow monies for the purpose of improving the Common Areas and facilities located thereon and in aid thereof, to mortgage said Common Areas, provided the rights of said mortgagees 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 of use of the recreational facilities in the Common Areas by a Member for any period during which any assessment against the Member's Lot remains unpaid, and for a period not to exceed thirty (30) days for an infraction of the Association's Rules and Regulations.

E. Members (Sponsors) must be present with their guest during the use of the Common Areas. Number of guest will not exceed 3 households per member/sponsor in addition to their own at any one time. No organizations such as church groups, schools, etc. will be permitted to use the common areas.

**Section 4.3.** Any Member may delegate, in accordance with the Bylaws, that Member's right of enjoyment to the Common Areas and facilities to the members of his/her family, his/her tenants or contract purchasers who reside on the Member's Lot, subject to such rules, regulations and limitations as the Association may, from time to time, establish. The Board of Directors of the Association may from time to time, establish Rules and Regulations governing the use of the Common Areas by Members and their guests, provided, that such Rules and Regulations as from time to time adopted and amended shall be uniform as to all Members.

**Section 4.4.** The Association shall control, maintain, manage and improve the Common Areas as provided in the Declarations and in its Articles of Incorporation, Bylaws and Rules and Regulations. Such right and power of control and management shall be exclusive.

## ARTICLE 5

### VOTING RIGHTS

**Section 5.1.** Oakwood East Homeowners Association Members shall be all those Owners of Lots with single-family dwellings. A Member shall be entitled to one vote for each Lot owned by that Member. When more than one Person owns an interest in any single Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as the Members among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. All voting rights are denied if any assessments are owed.

## ARTICLE 6

### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 6.1. Creation of Lien and Personal Obligation of Assessment.** Each Lot owned within Oakwood East, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements and for other extraordinary expenses or contingencies of the Association, such annual and special assessments to be established and collected from time to time as hereinafter provided. The annual and special assessments, together with late charges and interest thereon, costs of collection and reasonable attorney's fees, as applicable and as hereinafter provided, shall be a charge on the Lot and the buildings and other improvements thereon from and after the time the same shall become due and shall be a continuing lien upon the Lot against which each such assessment is made, whether or not a statement of lien has been filed in the real property records of the County Clerk. Such lien shall be paramount and superior to any homestead or other exemption provided by law. 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 Lot at the time when the assessment became due. The personal obligation shall not pass to the Owner's successors in title unless expressly assumed by such successors, but the lien for such assessment shall continue to be a charge and lien upon the Lot as provided above.

**Section 6.2. Purpose of Assessment.** The assessments levied by the Association shall be used exclusively for the following purposes: (1) promotion of the health, safety, enjoyment and welfare of the Owners, (2) improvement, management, maintenance, repair, replacement, preservation, supervision and control of the Common Areas and Limited Common Areas in the Additions and the signs, structures, recreational facilities and other improvements and property of the Association now or hereafter located therein, (3) enforcement of all mutual, common and reciprocal interests in, and liens and restrictions upon, all Common Areas and Limited Common Areas in the Additions and the separately owned Lots and parcels located in the Additions, and (4) operation of the Association and its committees. Without limiting the generality of the foregoing, the assessments may be used for property, liability and other insurance and bonds with respect to the properties and operations of the Association and its officers and Directors, any taxes levied against the properties or operations of the Association, postage and copying expense, landscaping and mowing services, utility services provided to the Common Areas and Limited Common Areas, enforcement of the liens for assessments, and the establishment of contingency reserves to pay the expenses of the Association. The specification of authorized purposes of the assessments in this Section shall not be deemed to obligate the Association to expend the assessments for any one or more specified purposes.

**Section 6.3. Basis and Maximum of Annual Assessments.** Dues are effective from January 1 to January 1, in the amount of \$145.00. The maximum annual assessment may be increased by the Board of Directors effective as of each such January 1 without a vote of the Members, provided such increase does not exceed ten percent (10%) of the annual assessment for the immediately preceding year. Notwithstanding the foregoing, if the annual assessment is ever reduced below the initial annual assessment stated above or is suspended, the Board of Directors may increase, or re-institute, the annual assessment to an amount equal to the greater of (a) the initial annual assessment stated above, or (b) 110% of the most recent annual assessment in effect for the applicable Lot.

A. Should any increase of assessments other than the formula set forth above be necessary, a vote of the Members will be required. This can be accomplished by votes cast at the annual meeting of the Members or a special meeting called by the Board of Directors or any Member for that purpose. Written notice of the meeting shall be sent to all Members entitled to vote thereon not less than fifteen (15) nor more than thirty (30) days in advance of the meeting and stating that one of the purposes of the meeting will be to vote on an increase in the annual assessment

B. After due consideration of the current and future needs of the Association, the Board of Directors may fix the annual assessment at the amount not in excess of the maximum permitted hereunder.

**Section 6.4. Special Assessments.** In addition to the annual assessments authorized above, the Association may levy in any assessment year, as to all Members, special assessments applicable to that year only, for the purpose of paying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements or other facilities or properties of the Association upon the Common Areas or for any other purpose stated in Section 6.2 above if the Association determines that its funds on hand (including any contingency funds available therefore) and its projected receipts will be insufficient to pay the amounts required for such purpose with impairing the financial stability of the Association. The Association may also levy in any assessment year, a special assessment, in addition to the special assessments provided for above, 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 capital improvements upon the Limited Common Areas, including the necessary fixtures and personal property related thereto. Any such special assessment as to all Members shall have the assent of at least two-thirds (2/3rds) of all Members. as applicable, pursuant to votes cast at a meeting duly called for this purpose. Written notice of the meeting shall be sent to all Members entitled to vote thereon not less than fifteen (15) nor more than thirty (30) days in advance of the meeting setting forth the purpose of the meeting. The maximum amount of any special assessment which may be assessed against any Member of in any assessment year shall not exceed an amount equal to twice the regular annual assessment levied against that Member for the same year.

**Section 6.5. Uniform Rate of Assessment Installments.** The Association may provide for annual and special assessments to be paid in a lump sum or in installments. Unless and until changed by action of the Board of the Association, the annual assessments shall initially be due and payable in a lump sum on each January 1, and shall be delinquent if not paid within ninety (90) days thereafter (April 1st).

**Section 6.6. Quorum for Meetings.** At any meeting of the Members of the Association, the presence at the meeting of Members and/or proxies entitled to cast a majority of all the votes of the Association, then Members and/or proxies entitled to cast a majority of all votes, shall constitute a quorum. If a quorum is not present at any meeting duly called, the Members present, though less than a quorum, may be considered an adjourned meeting, and at the adjourned meeting whatever Members are present shall constitute a quorum.

**Section 6.7. 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 unit 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 pursuant to a lease or otherwise. Within ten (10) days after a single-family home unit is initially occupied by any person, whether pursuant to a 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 of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date(s) shall be established by the Board of Directors. The Association shall, upon request made by an Owner, furnish to the Owner or his/her designee a written certificate signed by an officer of the Association, setting forth whether the assessments on the Owner's Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of such certificates. Any such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 6.8. Effect of Non-Payment of Assessments and Remedies.** Any assessments or installments thereof which are not paid when due shall be delinquent. If any annual assessment is not paid within ninety (90) days (April 1st) after it is due, or permitted installment of an annual assessment is not paid within thirty (30) days (May 1st) after it is due, the Association shall be entitled to collect a late charge of twenty-five dollars (\$25.00) May 1st for the purpose of defraying the additional costs and expenses of collection, it being impracticable or extremely difficult to fix the actual costs and expenses to Lender occasioned thereby. Such late charges shall be immediately due and payable without demand by the Association. The Association's acceptance of subsequent assessments or installments thereof without having received any accrued late charges will not waive the Association's right to collect such late charges at any time thereafter, including if applicable, at the time the Lot is sold or mortgaged. If any annual assessment is not paid within ninety (90) days after its due date (April 1), or permitted installment of an annual assessment is not paid within ninety (90) days after its due date, the unpaid amount of the assessment shall bear interest from its due date (April 1st) until paid at the rate of ten percent (10%) per annum, and an additional 10% per annum will be assessed November 1st on the outstanding balance. The Association may bring an action at law against the Owner personally obligated to pay an assessment, with or without foreclosing the lien against the Owner's Lot and the improvements thereon, and may collect the unpaid assessment, and all late charges, interest, costs and reasonable attorneys' fees. If the Association initially brings an action to collect the assessment without foreclosing its lien, it shall not be deemed to have waived its lien and may later foreclose the same to collect any unpaid portion of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-we of the Common Areas or Limited Common Areas or abandonment of his/her Lot. Late charges, interest and remedies of collection will apply to delinquent Special Assessments the same as annual assessments. Special assessment due dates will be established when the actual assessment is approved by the Membership.

**Section 6.9. Subordination of Lien to Mortgage.** The lien for any unpaid assessments or installments thereof shall be subordinate to the lien of any real estate mortgage or mortgages recorded prior to the date the unpaid assessment or installment became due. Sale or transfer of any Lot shall not affect the assessment lien. The sale of any Lot pursuant to the judicial or non-judicial foreclosure of any mortgage or other lien on such Lot which is prior to the lien of unpaid assessments, or any installments thereof shall extinguish the lien of the unpaid assessments or such installments which become due prior to such sale, but not any assessments or such installments which become due after such sale.

**Section 6.10. Exempt Property.** Notwithstanding any contrary or inconsistent provision contained herein, the following property subject to this Declaration shall be exempt from the assessments:

- (a) All portions of the Property dedicated to and accepted by a governmental entity or other local public authority (this includes, for example, streets but does not the area of the Lots covered by dedicated utility easements);
- (b) The Common Areas;
- (c) The Limited Common Areas;
- (d) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Oklahoma, except any such Lot or other portion of the Property devoted to residential purposes shall not be exempt from said assessments.
- (e) No assessments on vacant lots.

## ARTICLE 7

### RESTRICTIONS AND ENFORCEMENT RIGHTS

**Section 7.1.** The covenants and restrictions contained herein shall run with the land, and bind the present Owner thereof, and its successors and assigns, and all parties claiming by, through or under them, shall be deemed to hold, agree and covenant with the other Owners of 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. The restrictions contained herein shall be personally binding on any Owner during that Owner's ownership of title to a Lot. The Association and/or any Owner of any Lot 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 contained herein in addition to the ordinary legal action for damages. The failure of the Association or any Owner to enforce any of the restrictions contained herein at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter. In any action to enforce the covenants and restrictions contained herein, the prevailing party shall be entitled to recover the reasonable fees and expenses of its attorneys and expert witnesses, including any such fees and expenses incurred in connection with appellate proceedings.

## ARTICLE 8

### USES AND RESTRICTIONS FOR LOTS WITHIN OAKWOOD EAST

**Section 8.1. Land Use and Building Type.** No Lot shall be used except for single-family residential purposes. Each house shall be composed of 60% brick or stone and all exterior design and color schemes must be approved by the Architectural Committee, on new and existing dwellings. No building shall be erected, altered, placed, or permitted to remain on any Lot other than those for which architectural plans and specifications, including a list of building materials to be used, have been submitted to and approved by the Architectural Committee of the Association. The only approved roofing shingle color is “weathered wood.”

**Section 8.2. Dwelling Size.** The floor area of air conditioned (cooled) living space in each residential structure on each Lot (which shall in no event include open porches or garages) shall not be less than 1,450 square feet, unless prior written approval has been obtained from the Architectural Committee. Each dwelling shall have at least one two-car attached garage.

**Section 8.3. Building Location.** All buildings shall be located within the set-back limits as shown the recorded plat for Oakwood East.



**Section 8.4. Fences or Walls.** No fence or wall shall be erected, placed or altered on any Lot except for a wood stockade, brick, white vinyl, wrought iron or masonry fence enclosing the backyard of any residential structure. In no event shall any fence be elected on the front portion of any Lot in this subdivision between the front lot line and the building set-back line. The height, materials and other design characteristics of all fences must be approved by the Architectural Committee. All walls and fences must be kept in good repair and not hazardous; not leaning, slats missing, etc.

**Section 8.5. Trees.** No tree exceeding five (5) inches in diameter (diameter being measured three (3) feet from ground level) shall be cut down or removed without prior written consent of the Board or the Architectural Committee.

**Section 8.6. Easements. Surface Water Drainage.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Additional utility easements may have been granted to utility companies, municipal or other governmental authorities and/or the public. No residence or other permanent building shall be constructed so as to encroach over any platted or granted easement. Further, no residence or other building, fence, other structure, grading, planting, or other material shall be placed or permitted to remain on any Lot so as to obstruct, retard or change the direction or flow of surface water on the Lot. The restriction contained in the immediately preceding sentence shall not apply to the construction of a residence and related improvements on the Lot which structures do not encroach over building setback lines or easements and which conform to any requirements of the Architectural Committee.

**Section 8.7. Nuisances.** No business, trade, noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**Section 8.8. Temporary Structures, Trailers.** No existing, used buildings or structure of any kind or character may be moved onto or placed on any Lot under any circumstances. No existing new building or structure of any kind may be moved onto or placed on any Lot without the prior written approval of the Architectural Committee. No travel trailer, house trailer, mobile home, recreational vehicle, tent, shack, garage, barn, or other outbuilding shall be used on any Lot, or the street adjacent to any Lot, at any time as a residence either temporarily or permanently.

**Section 8.9. Vehicle: Repairs.** No automobile or other vehicle may be repaired on any Lot unless such repair is done in any area totally concealed from any street or streets; provided, however, it is not the intention of this Section to exclude the temporary parking of passenger automobiles on any portion of the driveway located in front of the dwelling on such Lot.

**Section 8.10. Storage or Outbuildings.** Any storage or outbuilding constructed on any Lot shall have the same exterior color of the primary dwelling's house trim and shall be approved by the Architectural Committee. The building rooftop will be a maximum of nine (9) feet tall, the building must be properly anchored, and the flooring can be cement slab, wood or dirt.

**Section 8.11. Carports.** No carports or additional coverings of any kind will be permitted.

**Section 8.12. Signs.** No signs of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet, advertising the Property for sale or rent. City issued Garage sale permit signs must be removed within 24 hours of the completion of the activity. Political signs, size and placement, are to be posted and removed in accordance with city ordinance. Home security warning signs can be posted per city ordinance. No sign is permitted on the common areas/limited common areas of any kind except the marquees at entrances and rules around the ponds.

**Section 8.13. Garbage and Refuse Disposal.** No Lot shall be used as a dumping ground for trash. One trash receptacles as provided by the City of Midwest City shall be maintained for each dwelling on each Lot. Trash, garbage and other waste shall not be kept in any containers other than covered receptacles as described above. Tree limbs and other rubbish which cannot be placed in the proper trash receptacles shall be neatly bundled and left next to the street no earlier than the morning of the designated trash pick-up day, if applicable, or if no such pick-up service is available, such rubbish shall be stored out of sight until a private contractor removes the same. All trash containers left by the street on the designated trash pick-up day shall be removed to their storage area no later than the next morning following the designated trash collection day. Burning of garbage shall be prohibited.

**Section 8.14. Having or Discharging Firearms.** The discharging of any firearm, unless a condition of extreme emergency exists, is strictly prohibited on the Lots. Hunting, with firearms, bow and arrow, or by any other means, shall be prohibited on the Lots.

**Section 8.15. Animals.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot. Dogs, cats and other household pets may be kept, provided they are not allowed to run at large, are kept in the confines of their Owners' Lots, and are not kept for the purposes of breeding for commercial purposes. There is a maximum limit of 3 dogs.

**Section 8.16. Mail Boxes.** All mail boxes must be constructed of decorative or ornamental metal, brick or rock, the design of which shall be subject to approval of the Architectural Committee, and shall be located immediately adjacent to the street within the Owner's Lot or as directed by the United States Postal Service. Decorative or ornamental metal mail boxes shall be painted white.

**Section 8.17. Satellite Dishes or Television Antennas.** Section 207 of the Telecommunications Act of 1996 by the Federal Communications Commission (FCC) states that installations of satellite dishes that are less than one (1) meter (39.37") in diameter are permissible. When possible, any satellite dish or other such receptacle for the receiving or transmitting of radio or television signals not be visible from any public street or thoroughfare on the Property. No television antennas are permitted.

**Section 8.18. Parking.** All vehicles owned by the Lot Owners shall be parked in the garages of each dwelling; Owners may park such vehicles in their driveway or temporarily on any street, subject to laws and ordinances of the City.

**Section 8.19. Other Vehicles.** No trailers (travel trailers, house trailers, work trailers, boat trailers, etc.), mobile home, boat or any other recreational vehicle shall be visible from any street, and all trailers and recreational vehicles must be kept in the dwelling's garage or on a separate pad in the backyards of the dwellings so as not to be visible from any street within Oakwood East.

**Section 8.20. Oil and Gas Mining Operations.** No oil drilling, oil development operations or refinery quarries or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any Lot.

**Section 8.21. Water Supplies.** No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the City health authorities and the health authorities of the State of Oklahoma. Approval of such system as installed shall be obtained from such authorities in advance.

**Section 8.22. Sewage Disposal.** No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the restrictions, standards and recommendations of the City health authorities and the health authorities of the State of Oklahoma. Approval of such systems as installed shall be obtained from such authorities in advance.

**Section 8.23. Compliance with Rules and Regulation.** Lot Owners shall comply with all rules, regulations and ordinances of the City and any other state or local authority having jurisdiction over the Property.

## ARTICLE 9

### ARCHITECTURAL CONTROL

**Section 9.1. Architectural Committee.** The Architectural Committee of the Association shall be the Oakwood East Homeowners Association Board of Directors. Final authority for interpretation of the covenants for the granting or withholding of approvals thereof shall rest with the Architectural Committee.

**Section 9.2. Approvals.** No building shall be commenced, erected, placed or altered on any Lot, nor any natural environment altered. A plan showing the location of the structure or structures, shall have been submitted and approved in writing by the Architectural Committee, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and furnished grade elevation. In addition, the Architectural Committee will have the right to approve the builders who are permitted to build residences in Oakwood East.

**Section 9.3. Failure to Act by Committee.** The Architectural Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Architectural Committee or its designated representative fails to approve or disapprove any matter within thirty (30) days after submission of all information reasonably required by the Committee, the matter will be deemed approved and the related covenants shall be deemed to have been fully complied with.

## ARTICLE 10

### SEVERABILITY

**Section 10.1.** Each covenant, restriction and other provision of this Declaration shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Declaration shall be finally held to be invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Declaration, all of which will remain operative and in full force and effect.

## ARTICLE 11

### CONDEMNATION

**Section 11.1.** If at any time all or any portion of the Common Area, or any interest therein, is taken for any public or quasi-public use, under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the Association. No Owner shall be entitled to any portion of such award, and no Owner shall be entitled to participate as a party, or otherwise, in any proceedings relating to such condemnation, such right of participation being herein reserved exclusively to the Association

IN WITNESS WHEREOF, the Secretary and President, being the Oakwood East Homeowners Association herein, has caused this Declaration to be signed this 2 day February, 2006.



Linda J. Morphis  
Linda Morphis, Secretary/Director

Grace Sullivan  
Grace Sullivan, President/Director

State of Oklahoma County of Cleveland, ss

Before me the undersigned, a Notary Public, in and for said County and State, on this 2 day of February, 2006, personally appeared Linda J. Morphis & Grace Sullivan to me known to be the identical person they who executed the same as theirs

Free and voluntary act and deed for the uses and purposes therein set forth.  
Given under my hand and seal the day and year last above written.

2-3-2009  
My Commission Expires

Jamara R. Russell  
Notary Public

01000663  
My Commission Number



WHEN RECORDED MAIL TO  
NAME Grace Sullivan  
ADDRESS 2044 Ridgeway Rd  
CITY & STATE MWC, OK 73130