DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND OWNERS' CERTIFICATE

FOR

THE FOUNTAINS

CLEVELAND COUNTY,
OKLAHOMA CITY, OK

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND OWNERS' CERTIFICATE FOR THE FOUNTAINS

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND OWNERS' CERTIFCATE is mad and entered into effective as of this ____ day of ____, 2003, by, between and among the undersigned owners of land within that subdivision known as The Fountains, in Oklahoma City, Cleveland County, State of Oklahoma, as follows:

WHEREAS, prior hereto, the following instruments ("the Prior Instruments") were filed of record in the Land Records of Cleveland County purporting to subject all or part of The Fountains to certain covenants, conditions and restrictions, to wit:

1. February 3, 1993, the Owners Certificate and Restrictions Covering The Fountains, Section 1, filed at Book 2423, Page 320;

2. On February 3. 1993, the Declaration of Covenants, Conditions and Restrictions of the Fountains, Section 1, specifically Block 1, Lots 1-23, Block 2, Lot 1 and Block 3, Lots 1-4, filed at Book 2423, Page 327;

3. On May 24, 1993, the Amendment to Declaration of Covenants, Conditions Restrictions of The Fountains, Section 1, filed at Book 2448, Page 796;

4. On July 15, 1994, the Owner's Certificate and Restrictions Covering The Fountains, Blocks 4 and 5, specifically Block 4, Lots 1-4 and Block 5, Lot 1-8 filed at Book 2569, Page 790;

5. On July 15, 1995, the Declaration of Covenants, Conditions and Restrictions of The Fountains, Blocks 4 and 5, filed at Book 2569, Page 783;

6. On June 19, 1996, the Declaration of Covenants, Conditions and Restrictions of The Fountains, Blocks 6 through 8, specifically Block 6, Lots 1-12, Block 7, Lots 1-8 and Block 8, Lots 1-8, filed at Book 2739, Page 611;

7. On August 20, 1996, the Amended Owner's Certificate and Restrictions Covering The Fountains, Blocks 6 through 8, filed at Book 2757, Page 317;

8. On June 19, 1996, the Declaration of Covenants, Conditions and Restrictions of The Fountains, Blocks 9 and 10, specifically Block 9, Lots 1-13 and Block 10, Lots 1-16, filed at Book 2739, Page 635;

9. On August 20, 1996, the Amended Owner's Certificate and Restrictions Covering The Fountains, Blocks 9 and 10, filed at Book 2757, Page 324;

10. On March 10, 1998, the Owner's Certificate and Restrictions Covering The

Fountains, Block 11, specifically Block 11, Lots 1-22, filed at Book 2928, Page 813;

11. On July 10, 1999, the Owner's Certificate and Restrictions Covering The Fountains, Blocks 12 and 13, specifically Block 12, Lots 1-17, and Block 13, Lots 1-3, filed at Book 3082, Page 3;

12. On September 24, 1999, the Owner's Certificate and Restrictions Covering The Fountains, Blocks 14-15, specifically Block 14, Lots 1-2, and Block 15, Lots 1-4, filed at Book 3102, Page 1326;

13. On March 9, 2001, the Owner's Certificate and Restriction Covering The Fountains, Block 16 through 19 inclusive, specifically Block 16, Lots 1-6, Block 17, Lots 1-9, Block 18, Lots -16, and Block 19, Lots 1-7, filed at Block 3243, Page 16;

14. On July 12, 2002, the Owner's Certificate and Restrictions Covering The Fountains, Blocks 22 and 23, specifically Block 22, Lots 1-8, Block 23, Lots 1-11, filed at Book 3445, Page 11; and

15. On November 5, 2001, the Homeowners Association By-Laws for the Fountains, filed at Book 3336, Page 1465

16. On March 13, 2003, Revocation of Homeowners Association By-Laws for The Fountains, filed at Book 3580, Page 842.

WHEREAS, Declarants are the owners of the real property described in Article II of this Declaration and desire to create and perpetuate thereon a residential community with permanent parks, lakes, fountains, open spaces, and other common facilities for the benefit of the said community; and,

WHEREAS, Declarants desire to provide for the preservation of the values and amenities in such community and for the maintenance and improvement of said parks, fountains, open spaces and other common facilities now existing hereafter erected thereon; and, to this end, desire to subject the real property described in Article II together with such additions as may hereafter be added to such property and to each owner thereof; and,

WHEREAS, Declarants have deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collection and disbursing the assessments and charges hereinafter created; and,

WHEREAS, certain Declarants have incorporated under the law of the State of Oklahoma, as a nonprofit corporation, The Fountains Association, Inc., for the purpose of exercising the functions aforesaid; and

WHEREAS, The Fountains Association, Inc., has by formal and public vote approved the terms of this Declaration;

NOW, THEREFORE, DECLARANT DECLARE that they are the owners of the real property described in Article II, subdivided into "Lots", "Plots", "Streets", and "Common Areas" (as defined below) under the name "The Fountains", and herein called "Existing Property", a subdivision of a part of Section 7, Township 10 North, Range 3 West, I.M., Cleveland County, Oklahoma, as shown on the recorded plat thereof and with, dedicated to public use, all the "Streets" (as defined below) within the Existing Property as shown on such recorded plat, and also reserved for the installation and maintenance of utilities the casements also shown on such recorded plat. All lands so dedicated to the public use, and to use of persons engaged in supplying utility services to the public, are free and clear of all liens and encumbrances, and title thereto is as shown in the Bonded Abstractor's Certificate on such recorded plat.

Declarants further declare that in addition to the easements shown on the aforesaid recorded plat, the "Common Areas", as defined in Section 1.2 below may be used for public drainage and underground utility easements subject to the provisions concerning Architectural Committee review and approval contained in Section 4.3.5, below.

AND DELCARANTS FURTHER DECLARE that the real property described in Article II, and such additions thereto as may hereafter he made pursuant to Article II hereof, shall be held, transferred, sold conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "covenants and restrictions") hereinafter set forth, which shall run with such real property and shall be binding on all parties having acquiring any rights, title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof and such owner's heirs, devisees, personal representatives, trustees, successors, and assigns, such covenants and restriction being hereby imposed upon such real property and every part thereof as a servitude in favor of each and every other part thereof as the dominant tenement.

Any other provision hereof to the contrary notwithstanding, Declarants hereby authorize and designate The Fountains Association, Inc., hereinafter called "the Association", as its exclusive agent to act for and on behalf of Declarants hereunder for any and all purposes and to the same extent as Declarants under all of the terms hereof. Specifically, but not by way of limitation, Declarants expressly authorize the Association to act on it behalf as an Owner hereunder, and also expressly authorize, the Association to exercise its sole discretion with respect to all those consents, approvals, reviews, decisions and other acts specified herein as within the authority of the Association.

ARTICLE I

DEFINITIONS

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

1.1 **"The Properties"** shall mean the "Existing Property", described in Section 2.1, below, together with all addition thereto which are the subject of any Supplementary Declaration filled under the provisions of Article II hereof.

1.2 **"Common Areas"** shall mean those areas of land so designated on any recorded subdivision plat of The Properties

1.3 **"Lot"** shall mean those tracts of land so designated upon any recorded subdivision plat of The Properties. "Plot" shall mean any residential building site located upon The Properties which is larger than a single Lot, and which is established pursuant to the provisions of Section 8.1, below. Unless expressly otherwise specified herein, all covenants and restrictions applicable to Lots shall be equally applicable Plots.

1.4 **"Street"** shall mean any street, cul-de-sac, lane, drive, way, avenue, boulevard, court, circle, place, manor, terrace or other road intended for automobile traffic, as shown on any recorded subdivision plat of The Properties.

1.5 **"Corner Lots"** shall mean any Lot which abuts, other than at its rear line, upon more than one Street.

1.6 **"Front Building Limit Lines"** shall mean the lines so designated on any recorded subdivision plat of The Properties; provided however, that as to each Corner Lot, any Declarant shall designate in its deed of such Corner Lot which of the building Limit Lines shown on the recorded subdivision plat is the front building limit line. "Side Building Limit Lines" shall be defined in Section 8.2.5, hereof.

1.7 **"Detached Structure"** shall mean any covered or enclosed structure not on a Lot not attached to the main residence which is servers, and shall include but not limited to carports, garages, out-buildings, tool sheds, kennels, cabanas, pergolas, greenhouses and any temporary structures.

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

1.9 **"Owner"** shall mean the record owner, whether one or more persons, of the fee simple title to any Lot, excluding home builders, but shall not include a mortgagee unless such mortgages has acquired title pursuant to foreclosure; nor shall such term include any other who has an interest merely as security for the performance of an obligation.

1.10 **"Association"** shall mean and refer to The Fountains Association, Inc.

1.11 **"Board"** shall mean the Board of Directors of the Association.

1.12 **"Articles"** shall mean The Articles of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma, as such Articles may from time to time be amended.

1.13 **"By-Laws"** shall mean the By-Laws of the Association which are or shall be adopted by the Board; as such the Association may from time to time amend its By-Laws.

1.14 **"Rules"** shall mean the rules of the Association adopted by the Board, as they may be in effect from time to time pursuant to the provisions hereof.

1.15 **"Occupancy"** of a Lot shall mean that point in time when the first member of the Owner's family or anyone authorized by the Owner moves into the residential unit located thereon.

1.16 **"Member"**, **"Class A Member"**, and **"Class B Member"** shall mean those persons so defined in Sections 3.1 and 3.2, below.

1.17 **"Architectural Committee"** shall mean the designated Architectural Committee of the Board, at the times and for the purposes specified in Section 6.1, below.

1.18 **"Visible from Neighboring Property"** shall mean, as to any given object, that such object is visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

1.19 **"General Plan"** shall mean the General Plan of Development described in Section 2.2.1, below.

1.20 **"Declarants"** shall mean the owners of lots within The Fountains as indicated by their respective signatures hereto, The Fountains Association, Inc., and The Fountains Limited Partnership, and Oklahoma Limited Partnership, with its principal place of business in Oklahoma City, Oklahoma.

1.21 **"Developer"** shall mean The Fountains Limited Partnership, an Oklahoma Limited Partnership, with its principal place of business in Oklahoma City, Oklahoma.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 2.1 **Existing Property** - The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Oklahoma City, Cleveland Count, Oklahoma, and is more particularly described as follows:

THE FOUNTAINS, a subdivision of a part of the Northeast Quarter (NE/4) and the North half (N/2) of the Southeast Quarter (SE/¼) of Section Seven (7), Township Ten North (T-10-N), Range Three West (R-3-W), I.M., as shown on the recorded plat thereof, all which real property shall hereinafter be referred to as "Existing Property".

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 3.1 **Membership** - Every Owner of a Lot other than a Lot which, under the provisions of Section 5.1.2, below, is exempt from the assessment by the Association, shall be a member (herein called "Member") of the Association. Except for the Developer, the membership of an Owner shall become effective for all purposes upon the Owner's Occupancy or at closing of purchase of his Lot, whichever occurs first; provided, however, that any Owner may, prior to Occupancy, voluntarily commence payments of assessments hereunder and thereupon become a Member as fully, as of such first payment, as if Occupancy had occurred. The Developer's membership is deemed effective upon the creation of the Association.

Section 3.2 **Voting Rights** - The Association shall have two classes of voting membership:

"Class A" - "Class A Members" shall be all Members other than Developer. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership specified in Section 3.1. When more than one person holds such interest or interests in any Lots, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

"Class B" - "Class B Member" shall be the Developer which shall be entitled to three (3) votes for each Lot of which the Developer is the Owner.

Section 3.3 **Board of Directors Selection** -

3.3.1 **Number**-The property and affairs of the Association shall be managed by a Board of five (5) directors.

3.3.2 **Term of Office**-At the first meeting the members shall elect one director for a term of one year, two directors for a term of two years and two directors for term of three years, and at each annual meeting thereafter, the members shall elect directors for a term of three years for the office then expiring.

3.3.3 **Removal**-Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall server for the remaining term of his predecessor.

3.3.4 **Compensation**-No director shall receive compensation for any service he may render to the Association.

3.3.5 **Action Taken Without a Meeting**-The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of four of five directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

3.3.6 **Committees Having Board Authority**-The Board of Directors may, by resolution approved by vote or written consent by a majority of the whole Board, designate an Architectural Committee, to consist of Three (3) or more Members, one of which shall be a Director of the Association. The Architectural Committee may, to the extent provided in said resolution, exercise all of the authority of the Board of Directors except where action of the full Board of Directors is desired, or required, with respect to matters related to the Architectural Committee within The Fountains subdivision.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 4.1 **Members' Easements of Enjoyment** – Subject to the provisions of Section 4.3, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot. Such easement shall include the right of any Member to connect

his residence with utility lines located upon the Common Areas, provided that the location and design of such connection receive the prior written approval of the Architectural Committee, and further provided that the surface of the Common Areas be promptly thereafter restored to its original condition by the Member at his sole cost and expense. Should the Member fail to restore such surface satisfactorily, as to which the judgment of the Architectural Committee shall be conclusive, the Developer, so long as the Developer holds legal title to the portion of the Common Areas involved (subject to the reimbursement by the Association), and thereafter the Association, may restore such surface, the cost of which will be assessed against the Member, subject to lien, in the same manner and with the same consequences as the assessments provided for in Article V hereof.

Section 4.2 **Title to Common Areas** - The Developer may retain the legal title to the Common Areas or any part thereof until such time as the Developer has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same.

Section 4.3 **Common Area Maintenance** – The Homeowners Association shall control and maintain Common Areas Lots A, B, and D; all street medians and right-of-way, landscaping structures; and the swimming pool, club house and appurtenances thereto. Homeowners of lots abutting Common Lots E through F shall be responsible for maintenance of the portion of Common Lot C, E and F adjacent to their lots since access and use of the neighborhood as a whole is limited. Title to Common Lots C through F shall remain in the name of the Association, however, the abutting home owners may improve and make use of the common areas so long as any improvement does not affect the drainage ways located in the flood plain. Any improvements must meet city codes and receive prior approval of the Architectural Committee.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 5.1 **Creation of the Lien and Personal Obligation of Assessments**-

5.1.1 Each Declarant, for each Lot owned by him within The Properties, hereby covenants, and, except as provided in Section 5.1.2 below, each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: 1) annual maintenance assessments; 2) special assessments for capital improvements, both of which assessments are to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance and special assessments, together with such interest thereon and costs of collection

thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as is hereinafter provided, shall also be the personal obligation of the person or persons who was or were the Owner of such property at the time the assessment fell due.

5.1.2 For purposes of Section 5.1.1only the Developer shall not be considered an owner of any unimproved property to which Developer holds title. Property so owned by the Developer shall not be subject to the terms of Section 5.1.1.

5.1.3 As to any owner other than the Developer, liability for both annual maintenance and special assessments shall begin at that point in time when such Owner becomes a Member.

Section 5.2 **Purpose of Assessments**-

5.2.1 The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvements, maintenance and operation of the Common Areas and of properties, services, and facilities devoted to the foregoing purposes and related to the use and enjoyment of the Common Areas and, to the extent specified in Article VII hereof, of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 5.3 **Maximum Annual Assessment**-Until January 1st of the year immediately following the execution and filing of this instrument, the maximum annual assessment shall be Three Hundred and No/100th Dollars ($300.00) per Lot.

5.3.1 From and after January 1st of the year immediately following execution and filing of this instrument, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year by a majority vote of the membership.

Section 5.4 **Special Assessments for Capital Improvements**- In addition to the annual maintenance assessments authorized by Section 5.3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part of the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the Members who are voting in person or

by proxy at a meeting duly call for this purpose, written notice of which shall be sent to all Members at least ten (10) days in advance and which shall set forth the purpose of the meeting, and subject to quorum provisions of Section 5.5, below, and provided further, that the maximum amount of any special assessment which may be assessed against any Member in any assessment year shall not exceed an amount equal to twice the maximum annual maintenance assessment for the same year.

Section 5.5 **Quorum for Any Action Authorized Under Section 5.4-**The quorum required for any action authorized by Section 5.4 shall be as follows:

At the first meeting called, as provided in Sections 5.4 hereof the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 5.4 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 5.6 **Uniformity of Assessments-**Subject to Section 7.2, below, every annual maintenance and special assessment established under this Article V shall be fixed at a uniform rate for all Lots.

Section 5.7 **Date of Commencement of Annual Maintenance Assessments-**Due dates for the annual maintenance assessments provided for herein shall commence on the first day of January in each calendar year.

The first annual maintenance assessment for each property shall be made for the balance of the calendar year and shall become due and payable at the time of closing or on the date of occupancy; whichever occurs first, and the maintenance assessments for any year, after the first year, shall become due and payable on the first day of January of said year, provided, however, that the Board may provide for the payment of such assessments in periodic installments.

The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual maintenance assessment provided for in Section 5.3 hereof as the remaining number of month in that year bears to twelve. The same reduction in the amount of the annual maintenance assessment shall apply to the first such assessment levied against any lot which becomes subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment provided for in Section 5.4 hereof shall be fixed in the resolution authorizing such assessment.

Section 5.8 **Duties of the Board**-With respect to assessments, the Board shall:

5.8.1 Notify all members in writing at least thirty (30) days prior to January 1 of the next calendar year that annual assessments are due and owing (however, failure to so notify any member shall not relieve that member of the responsibility to pay said annual assessments); and

5.8.2 Cause the Association to prepare and maintain a roster of Lots, the Owners thereof, the assessments applicable thereto, if any, and the status of the payment thereof, which shall be kept in the office of the Association and which shall be open to inspection by and Member; and,

5.8.3 Upon demand at any time, furnish to any Member liable for an assessment a certificate

5.8.4 To operate, manage, maintain and administer the affairs of The Fountains Association, Inc., established pursuant to this Declaration tiled of record in the County Clerk's Office, Cleveland County, Oklahoma.

5.8.5 To enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of The Fountains in accordance with this Declaration.

Section 5.9 **Effect of Non-Payment of Assessment:The Personal Obligation of the Owner; the lien; Remedies of the Association** If any assessment is not paid on the date when due (being a date specified in Section 5.7 hereof), then such assessment shall become delinquent and shall, together with interest thereon and the cost of collection thereof as hereinafter provided., thereupon become a continuing lien on the properly which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, trustees, successors and assigns. Notwithstanding the foregoing, the Association through the Board may elect to make the delinquent payment an ongoing personal obligation of the property owner.

If the assessment is not paid within thirty (30) days after the delinquency date, The Owner shall be assessed a penalty in the amount of ten dollars ($10.00) for all assessments paid more than thirty (30) days after the delinquency date but less than sixty (60) days and a penalty in the amount of fifty dollars ($50.00) for all assessments paid more than sixty days after the delinquency date and the Association may bring an action at law against the Owner personally obligated to

pay the same or an action to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the petition in such action, and in the event a judgment is obtained, such judgment shall include a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 5.10 **Subordination of the Lien to Mortgages** – The lien on the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such properly pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not, however, relieve such property from liability for any assessments thereafter becoming due, not from the lien of any such subsequent assessment.

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

5.11.1 All properties to the extent of any easement or other interest herein dedicated and accepted by a local public authority and devoted to public use;

5.11.2 All Common Areas as defined in Section 1.2 hereof

5.11.3 All properties exempted from taxation by the laws of the State of Oklahoma upon the terms and to the extent of such legal exemption, provided, however, that no land or improvements devoted to dwelling use shall be exempt from such assessments, charges or liens.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 6.1 **Review**-No building, fence, walk, driveway, wall or other structure or improvement shall be commenced, erected or maintained upon The Properties, including the Common Areas, not shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures and topography by the Architectural Committee, which shall, as used herein, mean either a) the Developer, so long as it is an owner of any vacant Lots and until Lots are sold and occupied, shall be the Architectural Committee for all new home construction on vacant Lots, or b) thereafter, the Board, or a committee composed of three (3) or more Members appointed by the Board, at least one of which shall be a Board Member. With respect to all such submissions, the judgment of the Architectural Committee shall be conclusive.

All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Committee fails to approve or disapprove any such design and location within thirty (36) days after the required plans and specifications have been submitted to it, or in any case, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed to have been fully satisfied.

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

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

ARTICLE VII

LAND CLASSIFICATION, PERMITTED USES, AND RESTRICTIONS

Section 7.1 **Land Classification**-All Lots within the Existing Property are hereby classified as Single-Family Lots i.e., each such Lot shall be used exclusively for single family residential purposes and for the exclusive use and benefit of the Owner thereof; provided, however, that with the written approval of the Developer, one or more Lots or one Lot and a part of a second Lot may be combined into a Plot. In no case, however, shall a residence ever be built upon a tract consisting of less than an entire Lot, nor more than one residence on any Lot or Plot. No gainful occupation, profession, business, trade or other non-residential activity shall he conducted on any Lot or in any residence or Detached Structure located thereon. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all the terms and provisions hereof, and to the Rules.

Section 7.2 **Building Restrictions-**

7.2.1 **Minimum Residence Size** -No residence which contains less than 2400 square feet, exclusive of basements, open porches, attached carports, attached garages, and Detached Structures, shall be built on any Lot.

7.2.2 **Maximum Residence Height**-No residence which contains more than two stories shall be built on any Lot.

7.2.3 **Materials**-The principal exterior material of the first floor of any residence shall be at least eighty percent (80%) brick, stone or stucco and each Detached

Structure, with the exception of a greenhouse, shall he constructed of the same materials as the residence to which it is appurtenant. Wood of durable variety may he used on the second floor exterior of any residence. Roofs are to be of wood shingles, or 40 year composition, weathered wood in color and matching "W", valley material.

7.2.4 **Garages**-Garages or carports must be at least two cars wide and may he attached to, detached from or built within a residence. A four-car garage shall he allowed provided however; the doors do not face the street.

7.2.5 **Building Limit Lines**-No building structure or part thereof, except as hereinafter provided, shall be erected or maintained on any Lot beyond the Front Building Limit Line. Further, no building structure or part thereof shall be erected nearer than five (5) feet to a side Lot line except that cornices, spoutings, chimneys and ornamental projections may extend two (2) feet nearer such side Lot line; such limitations being herein called the "Side Building Limit Lines". Wing walls not over six (6) feet in height which serve as part of site fencing may be attached to the house.

7.2.6 **Signs, Billboards, and Detached Structures**-No signs or billboards will be permitted upon the Common Areas or upon any Lot except signs advertising the sale or rental of a Lot or Lots which do not exceed five (5) square feet in area; provided, however, that this restriction shall not apply to the Developer. Garage sale signs shall not exceed five (5) square feet in area and shall not remain in place for more than three (3) days.

Detached structures shall not be allowed on any Lot without the prior written approval of the Architectural Committee. No detached structure shall be approved by the Architectural Committee which: a) except for greenhouses, does not correspond in style and architecture to the residence to which it is appurtenant, b) is more than one story in height, or c) is-a storage building as provided in 8.1 4.

7.2.7 **Recreational Equipment** -All playground and recreational equipment must be used, erected, placed or maintained to the rear of all Lots.

7.2.8 **Maintenance**-All Lots, together with the exterior of all improvements located thereon, shall he maintained in a neat and attractive condition by their respective Owners or Occupants. Such maintenance shall include, but not he limited to, painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, patios, walkways, driveways, and other exterior improvements. The Owner or Occupant of each Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and all trees and shrubbery pinned and cut. No Lot shall he used for storage of material and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or

rubbish of any kind and the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or Occupant of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days written notice thereof, the Association may, subject to approval of its Board of Directors, enter upon said Lot, repair, maintain and restore the same, cut or prune or cause to be out or pruned, such weeds, grass, trees and shrubbery and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition. In so doing, the Association shall not be subject to any liability for trespass or otherwise. All costs incurred in any such repair, maintenance, restoration, cutting, pruning or removal shall he charged against the Owner of such Lot as the personal obligation of such Owner and as a lien upon the Lot, enforceable and collectible in the same manner and to the same extent as a maintenance assessment Any Occupant of such Lot shall be jointly and severally liable with the Owner for the payment of such costs.

The Association shall contract with one (l) or more landscaping services to provide grass cutting, lawn maintenance, proper care for all trees, shrubbery; and other landscaping, and other necessary maintenance services for the Common Areas, provision for which shall be made in the monthly or annual assessments.

7.2.9 **Grading and Excavation** -No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement. Any such interference, encroachment, alteration, disturbance or damage due to the negligence of an Owner or his agents, contractors, or representatives will be the responsibility of such Owner, and the owner of the line, pipe, wire, or easement may affect all necessary repairs and charge the cost of the same to such Owner.

7.2.10 **Moving Existing Buildings onto a Lot Prohibited**-No existing, erected house or detached structure may be moved onto any Lot from another location.

7.2.11 **Construction Period** -Upon commencement of excavation for the construction of a residence, the work must be continuous, unless a delay is approved by the Architectural Committee in writing. If a delay of more than ninety (90) days occurs without the Architectural Committee's consent, which will not be unreasonably withheld, the Developer (unless the Developer is no longer an Owner and then the Association) may, but shall not be obligated to, complete such construction, at the Owner's sole cost and expense.

7.2.12 **Variances**-As to any Lot, the limitations and restrictions of Article VIII hereof, may be waived or modified by the Architectural Committee, to the extent permitted by law, upon written application made in advance by the Owner seeking a variance, as to which the judgment of the Architectural Committee shall be conclusive; provided however, that if the Architectural Committee fails to approve or disapprove such application within thirty (30) days after its receipt, the application shall be deemed approved.

7.2.13 **Utilities**-The Owner of each Lot shall provide the required facilities to receive electric service arid telephone service heading from the sources of supply to any improvements erected on such Lot by means of underground service conductors installed, owned and maintained by the Owner in accordance with plans and specifications furnished by the suppliers of such services. No Owner shall demand or require the furnishing of such services through or from overhead wiring facilities so long as underground distribution systems are available.

ARTICLE VIII

GENERAL RESTRICTIONS

Section 8.1 **Animals**-No animals, fish, reptiles, or fowl, other than the number of such allowed by Oklahoma City ordinances, generally recognized as house or yard pets, shall be maintained on any Lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No pet or pets shall be allowed to make noise in violation of Oklahoma City ordinances or otherwise to become a nuisance. Upon the request of any Owner, the Board shall determine, in accordance with Oklahoma City ordinances, whether for the purposes of this Section 8.1, a particular animal, fish, reptile or fowl shall he considered to be a house or yard pet or a nuisance, or whether the number of pets on any Lot is in violation of the ordinances of the City of Oklahoma City, provided however, that horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder.

Section 8.2 **Storage of Building Materials** -No building material of any kind or character shall be placed or stored upon the property line of the Lot upon which the improvements are to be erected and shall not be placed in the Streets and between the curb and the property line.

Section 8.3 **Vacant Lots** -No trash, ashes or other refuse may be thrown or dumped on any vacant Lot. Each Owner of a vacant Lot is required to keep such Lot in presentable condition or the Association may, at its discretion, mow such Lot, trim trees, remove trash or refuse and, if necessary, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as is provided elsewhere herein with respect to other assessments.

Section 8.4 **Nuisances**-No noxious or offensive activity shall he carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

Section 8.5 **Storage Tanks**-No tank for the storage of oil or other fluids may be maintained above the ground and outside an authorized structure on any of the Lots without the consent in writing of the Architectural Committee.

Section 8.6 **Dri1ling**-No drilling or puncturing of the surface for oil, gas, other hydrocarbons, water, or other minerals, shall be permitted without the prior written consent of the Architectural Committee.

Section 8.7 **Boats and Trailers: Temporary Residences**-Boats, trailers or other vehicles which are not normally used as every day transportation may be kept on the premises provided that they are totally concealed from the Streets and are not visible from Neighboring Property. Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence except during the construction period and then only by a workman or watchman and with the prior approval in writing of the Architectural Committee. No garage or outbuilding on any Lot shall be used as a residence or living quarters.

Section 8.8 **Maintenance of Lawns and Plantings on Lots**-Each Owner shall keep all shrubs, trees; grass and plantings of every kind on his Lot, to the curb lines, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise encroach upon any Street from ground level to a height of fourteen (14) feet without the prior approval of the Architectural Committee.

Section 8.9 **Repair of Buildings and Improvements**-No building or improvement upon any Lot shall be permitted to fall into disrepair, but shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 8.10 **Garbage, Trash Containers and Collections** -All garbage so disposable shall be disposed of in a kitchen appliance installed for that purpose by each Owner in his residence. All other refuse, including lawn and garden clippings and trash, shall be kept in containers of types which shall be approved by the Architectural Committee and/or provided by the City of Oklahoma City. In no event shall such containers be maintained so as to be visible from neighboring property except to make them available no sooner than the evening prior to scheduled collection day and returned to their place of storage as soon as possible.

Section 8.11 **Clothes Drying Facilities**-No outside clothes drying or airing facility shall be visible from neighboring property.

Sections 8.12 **Treehouses, Platforms, and Antennae**-No treehouses, platforms in trees, play towers, or other similar structures or equipment, or radio or television antennae shall be visible from neighboring property, except for a 39" or less satellite dish, meeting FCC rules. Play towers and similar playground structures which may be visible from neighboring property may be constructed upon prior approval of the Architectural Committee.

Section 8.13 **Basketball Goals**-No permanent basketball goal or other recreational equipment shall be permanently installed in front of a residence. All temporary basketball goals or other recreational equipment shall be a type capable of being stored out of view when not in use and shall not be placed upon any street.

Section 8.14 **Storage Building**-One storage building not to exceed l20 square feet in area may be placed in rear yard area of a Lot. The maximum height at the ridge line shall not exceed 6 feet 6 inches and shall be screened from adjoining property with a sight proof fence a minimum of 6 feet high. If height exceeds 6"-6" the roof shall match the house and, if the walls exceed 6'-0", the walls shall match the house.

Section 8.15 **Motorhomes, Recreational Vehicles, Boats and Travel Trailers** -No motor homes, recreational vehicles, boats or travel trailers shall be parked and/or stored on a Lot so as to be visible from adjoining Lots and shall not be parked in front of a home overnight when loading or unloading.

Section 8.16 **Fences** - All fences shall be of a type commonly known as privacy fences. The minimum height of all fences shall be six feet as measured from the ground with a maximum height of seven feet. All fence lines shall be constructed at a minimum distance of fifteen feet from the curbline of any street. All fences facing the front of any property cannot exceed the front of the house for which that fence is being built. The Architectural Committee prior to construction must approve any variance from these provisions.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 **Duration**- The covenants and restrictions of this Declaration shall inn with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, devisees, personal representatives, trustees, successors, and assigns, for a term of twenty-one (21) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Written notice of the

proposed agreement shall be sent to every Owner at least ninety (90) days in advance of any action to be taken.

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

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

Section 9.4 **Severability**-Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect the remaining provisions which shall remain in full force and effect.

Section 9.5 **Right to Assign**-Any Declarant by appropriate instrument may assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved, and upon such assignment or conveyance being made, its assignees or grantees may at their option, exercise, transfer or assign such rights, reservations, easements, and privileges or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

IN WITNESS WHEREOF, THIS DECLARATION is executed by the Declarants this day _____ of _____ , 2003.

THE FOUNTAINS LIMITED PARTNERSHIP, an Oklahoma Limited Partnership

_____

Harlen Core, General Partner

THE DECLARANTS:

Signature: _____

Print Name: _____
Print Address: _____
Owners of Owners of Lot ____, Block _____

Signature: _____

Print Name: _____
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Owners of Owners of Lot ____, Block _____

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