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AMENDED DEED OF DEDICATION AND RESTRICTIVE COVENANTS OF
WOODCREST ESTATES ADDITION, AN ADDITION TO THE CITY OF
CATOOSA, ROGERS COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned constitutes sixty percent (60%) of the owners in fee simple of all of the Lots in all of Woodcrest Estates, an addition to the City of Catoosa, Rogers County, State of Oklahoma, according to the recorded Plat and Deed of Dedication thereof, said Plat being filed on the 7 day of December, 1977, in Book 528, at Page 288, in the office of the County Clerk of Rogers County, State of Oklahoma, (hereinafter collectively referred to as the "Owners"), and the Declaration of Covenants, Conditions and Restrictions filed of record on the 27 day of June, 2007, in Book 1879, at Page 431, in the office of the County Clerk of Rogers, State of Oklahoma, (hereinafter referred to as the "Deed of Dedication").

That the property has been surveyed, platted and subdivided into lots, blocks, streets and easements in accordance with the Plat and survey thereof.

ARTICLE 1

DEFINITIONS

Section 1. "Association" shall mean and refer to Woodcrest Estates Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of conveyance of the first lot is described as follows:

None at Present

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Woodcrest Estates Homeowner's Associations, Inc., its successors and assigns if such successors or assigns.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facility by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedications or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner 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.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership in the Association. Each 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 properties 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 that hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. 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.

Section 2. Voting Rights. Each member shall be entitled to one vote for each lot in which he holds the interest required for membership by Article III. 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; however, in no event shall more than one vote be cast with respect to any lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in 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, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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 interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Effective July 1, 2009, the maximum annual assessment shall be one hundred dollars (\$100.00) per Lot.

- (a) From and after January 1, 2010, the maximum annual assessment may be increased each year not more the 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1, 2010, the maximum annual assessment above 100.00 dollars may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors 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, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, attorneys' fees, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days or more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all members and shall be collected on annual basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all members on July 1, 2009. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each member 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 dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

ARTICLE V

RESIDENTIAL AREA COVENANTS

Section 1. Dwelling Size. The floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,400 square feet.

Section 2. Lot Width. No dwelling shall be erected or placed on any Lot having a width or square foot area less than that shown on recorded plat.

Section 3. Driveways. Shall be concrete or hot mix asphalt.

Section 4. Nuisances. No 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 to the neighborhood.

Section 5. Water Supply. No individual water-supply system shall be permitted on any lot.

Section 6. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, and have a two-car garage or carport.

Section 7. Streets. All streets shall be concrete or hot asphalt mix.

Section 8. Transport Vehicles. No vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.

Section 9. Temporary Structures. No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on lot at any time as a residence either temporarily or permanently.

Section 10. Easements. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, full right of egress and ingress shall be reserved at all times over any dedicated easement, for the installation, operation, maintenance, repair or removal of any utility.

(a) Overhead pole lines for the supply of electric service may be located as needed in said subdivision. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground in the easement-ways reserved for general utility services and streets, shown on the attached Plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

(b) Except to houses on lots described in paragraph (a) above, which may be served from overhead electric service lines, underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as

may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.

Section 11. No outside storage of building materials, old cars or other salvage shall be permitted. Building materials may be stored for a period of 30 days prior to the start of construction. Construction shall be completed in nine months.

Section 12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except for dogs, cats and other household pets, provided that they are not kept, bred or maintained for any commercial purposes.

Section 13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All waste shall be kept in sanitary containers and all incinerators or other equipment for storage or disposal of such material and all lots shall be kept in a clean, neat and orderly manner.

Section 14. No dwelling, fence or other structure shall be started in this subdivision without prior approval of the plans and specifications by the Building Committee. The first Building Committee shall be appointed by the Developer at such time as it is determined by them that sufficient lots are sold to warrant same. Three members shall be appointed to this Committee. One member shall be appointed for one year, the second for member for two years, and the third member for three years. After this initial appointment, the Committee shall appoint each year a new member to serve for three years. The Committee shall consist of three members and a majority of these members shall be required for approval or disapproval of plans and specifications. Should plans and specifications be submitted to the Committee and no action taken within 30 days of submission of same, said plans will be deemed approved. Duplication of floor plans with a complete change of exterior styling will be permitted where there are at least two lots between locations. Duplications of plans will be permitted only where there are at least four lots between such duplications. Two working

sets of drawings and specifications shall be submitted, one for approval and one for file.

Section 15. Electrical Service.

- a) The supplier of electric service, through its proper agents and employees, shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.
- b) The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The Company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- c) The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

Section 16. Relocation of Buildings: Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building on to a lot and remodeling or converting same into a dwelling unit in this subdivision.

Section 17. Signs: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by builders to advertise the property during construction and sales periods.

Section 18. Sight Distance At Intersections: No fence, wall, hedge or shrub planting which obstructs sightlines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot

within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded. After which time, said covenants shall automatically be extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any member, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of the Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than sixty percent (60%) of the members of the Association. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of sixty percent (60%) of the members.

ARTICLE VII

ENFORCEMENT OF BYLAWS AND COVENANTS

A. The Board of Directors shall have the right to levy fines for violations of the WOODCREST ESTATE HOMEOWNERS ASSOCIATIONS (hereafter WEHA) covenants, restrictions, and bylaws.

B. Unless otherwise provided herein, or stipulated in specific Bylaws and Covenants, upon written notice to the lot owner of the first occurrence of a violation, if said violation is not corrected within ten (10) days, the Board by a majority vote may assess the lot owner a \$25 fine plus an additional \$25 per day thereafter that the violation continues uncorrected.

C. If after thirty (30) days the violation remains uncorrected, or upon the second occurrence of the same violation within a ninety (90) day period, the Board may without a grace period, assess the lot owner a \$50 fine plus an additional \$50 per day thereafter that the violation continues uncorrected.

D. FINE FOR A VIOLATION OF A CONTINUING NATURE WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS RECEIVED NOTICE FROM THE LOT OWNER THEREOF.

E. The payment of any fine shall not relieve the lot owner or offender of their obligation to correct the violation. If the WEHA incurs expenses to correct the violation, said expenses, including all related legal fees, plus, at the Board's discretion, an administrative fee of \$100), or (10%) of the cost of such expenses, whichever is greater, shall in addition to the fine, be charged to the lot owner.

F. All fines and expenses related thereto shall be deemed a common expense to be levied against the particular lot owner involved, and collection may be enforced by the Board in the same manner, as the Board is entitled to enforce collection of annual fees, dues, assessments or charges. Such collection may include assessment of a lien on the property being filed with the Rogers County Clerk.

G. Any fine levied by the Board, or expenses that result therefrom, shall be charged to the lot owner's account regardless of whether the actual offender is the Lot Owner or the lot owner's tenant, guest, household member, employee, contractor, or vendor.

H. In all cases, in determining whether or not to issue a notice and/or assess a fine, the Board may at its sole discretion take factors such as length of time the regulation has been in effect, the length of time the Lot Owner has owned a lot or resided on the property, whether the violation was committed

should have had over the violator's conduct, or any other factors the Board deems appropriate.

I. APPEAL PROCESS: Any Lot Owner receiving a violation notice or fine who believes no violation occurred, or who needs additional time to correct a violation, may submit a written explanation addressed to the Board of Directors within (10) days after issuance of the Board's notice, requesting either a waiver or additional time to correct the violation, or a hearing with the Board to dispute the violation.

J. If a Lot Owner requests a waiver or additional time to correct a violation, the Board may at its sole discretion for the current occurrence of the violation at hand; modify, reduce, or grant a waiver of any provision herein, either based on hardship or other reasonable circumstances, or both. Relief granted a Lot Owner shall be in writing and appropriately documented in the minutes of the next regularly scheduled Board Meeting.

K. If a Lot Owner requests a hearing to dispute a violation or fine, the hearing shall be conducted in executive session of the Board at its next regular meeting, whereat the Lot Owner will be given reasonable opportunity to be heard, and the Board shall decide, based on the available information regarding the alleged violation, whether or not any fines should be modified, lifted, or refunded either in whole or in part.

L. The making of a request for, or the scheduling or occurrence of, any subsequent hearing on the violation shall not freeze or otherwise serve to curtail the period for which fines pertaining to the violations are imposed. If after a hearing, the Board determines that no violation exists, it will take no further action and will rescind any fines and associated fees. If the Board determines that a violation does indeed exist, it will assess the Lot Owner of any fines imposed, plus any costs, including attorney's fees, and by written notice, order abatement of the violation within a reasonable period of time.

M. The modification, reduction, or waiver of any particular fine, or any other decision by the Board shall set non precedence as to the future interpretation or implementation of these rules, or the application of any future or reoccurring fines, even if such interpretation or application applies to the same violation or to the same lot owner.

N. The remedies hereunder are non exclusive and the Board may, in addition to the fines imposed hereby, take any action provided at law, in equity, or as authorized by the Declaration or Bylaws, or elsewhere in Association's Bylaws and Covenants, to prevent or eliminate violations.

O. LOT OWNERS ARE ADVISED TO CAREFULLY READ THE DECLARATION, BY-LAWS, AND THE WEHA'S COVENANTS BEFORE SEEKING ACTION AGAINST THE WEHA ON MATTERS OF RULE VIOLATIONS AND ENFORCEMENT.

P. The remainder of the covenants and restrictions contained in the Deed of Declaration shall remain in full force and effect as filed in Plat and Deed of Dedication thereof.

Q. If any court should determine any provision of this Amendment is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provisions.

R. This Amended Declaration of Covenants and Restrictions for WOODCREST ESTATE may be executed in one or more counterparts, each of which shall be considered an original.

IN WITNESS THEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 14th day of August, 2009.

Woodcrest Estates Homeowners
Association, Declarant,

By: [Signature]
President

[Signature]
Secretary

Robin L. Burrow

My commission expires: July 9, 2003

Commission # 01011278