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239931

OWNERS' CERTIFICATE AND DEDICATION

Blocks One (1), Two (2), Three (3), Four (4) and Five (5)
Heritage Hills Addition to the City of Enid, Oklahoma

STATE OF OKLAHOMA, COUNTY OF GARFIELD, SS:

KNOW ALL MEN BY THESE PRESENTS:

That we, Larry M. McClure, Thomas M. Rogers and James A. Humphrey, do hereby certify that we are the owners of and the only persons having any right, title or interest in a tract of land, being more particularly described as follows:

Blocks One (1), Two (2), Three (3), Four (4)
and Five (5), Heritage Hills Addition to the
City of Enid, Oklahoma, according to the
recorded plat thereof.

We further certify that we have caused said tract of land to be surveyed into lots, blocks, streets and easements, and Green Areas, and have caused the plat to be made of said tract, showing accurate dimensions of lots, set-back lines, rights-of-ways, widths of streets and easements for utilities and drainage and Green Areas. We hereby designate said tract of land as

Blocks One (1), Two (2), Three (3), Four (4)
and Five (5), Heritage Hills Addition to the
City of Enid, Oklahoma, according to the
recorded plat thereof,

and hereby dedicate to the public use all the streets and avenues within the subdivision and reserve for installation and maintenance of utilities that easement area as is designated in the said plat.

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Larry M. McClure, Thomas M. Rogers and James A. Humphrey, herein-after referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Enid, County of Garfield, State of Oklahoma, which is more particularly described as:

Blocks Three (3), Four (4) and Five (5), Heritage Hills Addition to the City of Enid, Oklahoma, according to the recorded plat thereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Heritage Hills Owners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, and stock member in the "Association", 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 as

Blocks Three (3), Four (4) and Five (5), Heritage Hills Addition to the City of Enid, Oklahoma, according to the recorded plat thereof,

and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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

That part of Blocks Three (3), Four (4) and Five (5), Heritage Hills Addition to the City of Enid, Oklahoma, according to the recorded plat thereof, which is designated as "Green Area"

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 Green Area.

Section 6. "Declarant" shall mean and refer to Larry M. McClure, Thomas M. Rogers and James A. Humphrey, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Green 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 Green Area;

(b) the right of the Association to suspend the voting rights and right to use the recreational facilities 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 Green 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 signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Green 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. Every owner of a lot which is subject to assessment shall be a stock member of the Association. Stock membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting stock membership:

Class A. Class A stock members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be stock members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B stock members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B stock membership shall cease and be converted to Class A stock membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A stock membership equal the total votes outstanding in the Class B stock membership, or

(b) on January 1, 1982.

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 therefor, 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 herein-after 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 Green Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One hundred dollars (\$100.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the stock membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of stock 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, 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 stock 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 stock members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of stock members or of proxies entitled to cast

sixty percent (60%) of all the votes of each class of 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 Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Green Area. 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 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 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.

Section 8. Effect of Nonpayment of Assessments: 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 6 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 Green 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 became 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

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor 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 of external design and location in relation to surrounding structures and topography by the architectural committee composed of Larry M. McClure, Thomas M. Rogers and James A. Humphrey. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

EXEMPT PROPERTY

All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Oklahoma shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII

USE OF GREEN AREAS

Declarant in recording this plat of

Blocks Three (3), Four (4) and Five (5),
Heritage Hills Addition to the City of
Enid, Oklahoma,

has designated certain areas of land as Green Areas intended for use by the homeowners in Heritage Hills Addition for recreation and other related activities.

The designated areas are not dedicated hereby for use by the general public, but are dedicated to the common use and enjoyment of the homeowners in Heritage Hills Addition.

ARTICLE VIII

DEED CLAUSE

The fee title to any lot described as bounded by any street, lane, walkway, park, playground, lake, pond, pool or any other common property which has not been dedicated or accepted by the public and the fee title to any lot shown on the recorded plat of

Blocks Three (3), Four (4) and Five (5),
Heritage Hills Addition to the City of
Enid, Oklahoma,

as abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to the grantor to be conveyed to the Association for the common enjoyment of all residents in Heritage Hills Addition.

ARTICLE IX

BUILDING AND USE RESTRICTIONS ON BLOCKS THREE (3), FOUR (4) and FIVE (5), HERITAGE HILLS ADDITION TO THE CITY OF ENID, OKLAHOMA.

Section 1. No building shall be located on any lot nearer to the front lot line, or nearer to the side lot lines, or nearer to the side street line than the minimum building set-back lines shown on the recorded plat.

Section 2. No business, commercial or trade activity shall be carried on upon any lot. 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 or nuisance to the neighborhood.

Section 3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 4. No main residential structure may be constructed or erected on any lot in said addition unless the floor area of such building, exclusive of open porches, garages, breezeways, and rooms constructed over garages, exceeds 1200 square feet for one-story dwellings or 1400 square feet for a dwelling of more than one story. Irrespective of the above Minimum Area Requirements and the restrictions on plot area and minimum width requirements, as set forth above, the Architectural Committee, referred to in ARTICLE V above, shall have the unqualified right to refuse approval of plans, specifications and plot plan unless the same meet with its approval as provided in said ARTICLE V above.

Section 5. No building, obstruction or structure, temporary or permanent shall be erected, maintained, constructed, or be permitted to exist upon any area, or areas, designated on the plat of said Addition as a public utility or drainage easement, which are hereby reserved for such purposes.

Section 6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

Section 7. No cesspool shall ever be constructed or used on any lot in said addition.

Section 8. No house, building or other structure previously erected and used on any other site shall be moved into the above addition and placed upon any of the lots in said addition;

Section 9. After construction has been begun upon any lot herein, it must be completed within a twelve (12) month period from date of beginning, unless extension therefor is specifically given in writing by the Architectural Committee, referred to in Article V herein.

Section 10. No record owner of any tract herein shall allow trucks, trailer houses, trailers or other vehicles, larger than what is commonly referred to as pick-up truck size, to be parked on or about his premises overnight, and no owner of any tract in this subdivision shall allow any vehicles or machinery to remain on or about his premises when the same is what is commonly referred to as junk or salvage. No overnight parking of any vehicle allowed in public thoroughfares. Trailers, camper trailers, boats or similar vehicles, shall not be permitted to be parked outside of garage or carport, except they may be permitted to be parked behind screening or fencing approved by the Architectural Committee, referred to in Article V herein.

Section 11. There shall not be placed upon or permitted to remain upon any of the lots in said addition any advertisement, display, sign or billboard of any nature except that the owner of such lot may erect thereon a temporary "for sale" sign in an effort to sell such real estate.

Section 12. No building of any type shall be erected, placed or maintained on any of the lots in said Addition if such building has exterior walls with exterior surfaces constructed of asbestos shingles, artificial stone, pumice or cinder blocks. Roofing shall be wood, slate, composition shingles, tile or built-up roof approved by the Architectural Committee, referred to in Article V herein.

Section 13. Trash and Garbage cans shall be screened from view from all directions. Only Mail Boxes furnished by Declarant shall be used.

Section 14. All persons, corporations, partnerships or other entities purchasing or acquiring title to any or all of the real property hereinbefore described subsequent to the filing for record of these protective and restrictive covenants in the Office of the County Clerk of Garfield County, Oklahoma, shall take the same subject to and be bound by all of the restrictions and limitations herein contained and by the acceptance of a conveyance therefore, thereby agree to be bound by and observe and keep all of such restrictive covenants and which shall be binding upon all of themselves, their heirs, successors, representatives and assigns.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, 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 Owner 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 wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) 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 during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by any instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Green Area may be annexed to the Properties without the consent of owners for a period of 10 years from the date of this instrument.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set their hands and seals this 20th day of January, 1972.

Larry M. McClure
Larry M. McClure
Thomas M. Rogers
Thomas M. Rogers
James A. Humphrey
James A. Humphrey

STATE OF OKLAHOMA,)
COUNTY OF GARFIELD,) SS.

Before me, the undersigned, a Notary Public in and for said County and State on this 20th day of January, 1972, personally appeared Larry M. McClure, Thomas M. Rogers and James A. Humphrey, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their 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.



Commission Expires:

July 26, 1975

Mae Doss
Notary Public