



Not Official

Doc#:R 2013 14410
Bk&Pg:RB 4030 168-179
Filed:06-19-2013
09:44:03 AM
Canadian County, OK

LMG
RT

(125)

DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS

Not Official

SETTLERS RIDGE SOUTH SEC. 2

Not Official

Ret: Crafton Tull
214 E. Main
Oklahoma City, OK
13104

Not Official

INDEX

DECLARATION

ARTICLE I: DEFINITIONS

ARTICLE 11: ARCHITECTURAL CONTROL

- Section 1 Review
- Section 2 Fees
- Section 3 Proceeding With Work

ARTICLE III: LAND CLASSIFICATION, PERMITTED USES, AND RESTRICTIONS

- Section 1 Land Classification
- Section 2 Building Restrictions
 - (a) Minimum Residence Size
 - (b) Maximum Residence Height
 - (c) Materials
 - (d) Foundations
 - (e) Garages
 - (f) Driveways
 - (g) Building Limit Lines
 - (h) Single Story Homes
 - (i) Signs and Billboards
 - (j) Storage Buildings/Detached Structures
 - (k) Grading and Excavation
 - (l) Moving Existing Buildings Onto a Lot Prohibited
 - (m) Construction Period
 - (n) Utilities
 - (o) Sidewalks
 - (p) Brick Mail Box
 - (q) Fireplaces
 - (r) Landscaping and Trees
- Section 3 General Restrictions
 - (a) Animals
 - (b) Storage of Building Materials
 - (c) Vacant Lots
 - (d) Nuisances
 - (e) Storage Tanks
 - (f) Boats, Trailers and Vehicles;
 - Temporary Residences
 - (g) Maintenance of Lawns and Plantings on Lots

- (h) Repair of Buildings and Improvements
- (i) Garbage, Trash Containers and Collections
- (j) Clothes Drying Facilities
- (k) Treehouses, Play Towers and Other Similar Structures
- (l) Satellite Receiving Dishes and Other Antennae
- (m) Fences
- (n) Above Ground Swimming Pools

Section 4 Variances

ARTICLE IV: GENERAL PROVISIONS

- Section 1 Membership and Home Owners Association
- (a) Homeowners Membership
 - (b) Membership
 - (c) Creation of the Lien and Personal Obligations of Assessments
 - (d) Purpose of Assessments
 - (e) Maximum Annual Assessment
 - (f) Uniform Rate of Assessment
 - (g) Effect of Nonpayment of Assessments: Remedies of the Association
 - (h) Subordination of the Lien to Mortgages

Section 2 Enforcement

Section 3 Severability

Section 4 Amendment

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONSSETTLERS RIDGE SOUTH SEC 2

THIS DECLARATION, made on the date hereinafter set forth by A & T DEVELOPMENT, INC., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in City of Oklahoma City, County of Canadian, State of Oklahoma, which is more particularly described as:

SETTLERS RIDGE SOUTH SEC 2, being a part of the Southeast Quarter of Section 31, Township 12 North, Range 5 West of the Indian Meridian, located North of Reno Avenue on Cemetery Road (Hwy 92) Canadian County, Oklahoma City, OK.

NOW THEREFORE, Declarant hereby declares that all of the properties described above 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 "Owner" shall mean and refer to the recorded Owner, whether one or more person 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 2 "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 these Covenants.

Section 3 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 4 "Declarant" shall mean and refer to A & T DEVELOPMENT INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 5 "Association" shall mean and refer to Settler's Ridge Homeowners Association, Inc., its successors and assigns.

ARTICLE II

ARCHITECTURAL CONTROL

Section 1 Review No building, fence, walk, driveway, wall or other structure or improvement 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", which shall, as used herein, mean either (a) the Declarant, or (b) the Association when designated by the Declarant, or (c) a committee composed of three (3) or more representatives appointed by the Declarant. With respect to all such submissions, the judgement 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 or location within thirty (30) days after the required plans and specifications have been submitted to it, approval will not be required and this condition will be deemed to have been fully satisfied.

Section 2 Fees No fee shall ever be charged by the Architectural Committee for the review specified in Section 1 or for any waiver or consent provided for herein.

Section 3 Proceeding With Work Upon receipt of approval as provided in Section 1, the Owner shall, as soon as is practical, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one (1) 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 1 of this Article.

ARTICLE III

LAND CLASSIFICATION, PERMITTED USES, AND RESTRICTIONS

Section 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 (1) or more Lots or one (1) 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 (1) residence on any Lot or Plot. No gainful occupation, profession, business, trade or other non-residential activity shall be 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 2 Building Restrictions

(a) Minimum Residence Size No residence which contains less than 1800 square feet, exclusive of basements, open porches, attached carports, attached garages, and detached structures shall be built on any Lot.

(b) Maximum Residence Height No residence which contains more than two (2) stories shall be built on any lot, provided, however, that the ground floor of the main structure of any two-story residence shall contain not less than 1500 square feet on the ground floor.

(c) Materials The principal exterior material of the first floor of any residence shall be at least eighty-five percent (85%) brick, brick veneer, stone, stone veneer or drivit and each detached structure, with the exception of a greenhouse, shall be constructed of the same materials as the residence to which it is appurtenant. Wood of durable variety may be used on the second floor exterior of any residence. Composition roofs shall be constructed using lifetime weatherwood shingles.

(d) Foundations Structures shall have dug footings.

(e) Garages Every single-family residential site will have a private garage for not less than two (2) cars, but not more than four (4) cars. Garages or carports must be at least two cars wide and may be attached to, detached from or built within a residence. Carports must have a solid or semi-solid wall on the street side.

(f) Driveways The width of the driveway insofar as its capacity to park cars side by side shall not exceed the number of cars to be parked in the garage i.e., the width of the driveway cannot be for three cars if the garage is a two-car garage.

(g) 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".

(h) Single Story Homes All single story homes shall have a minimum of ten (10) pitch principal roof line unless Architectural Committee waives this requirement.

(i) Signs and Billboards The construction, erection or maintenance of a sign or billboard on any lot or building site in Settlers Ridge South Sec. 2 is specifically prohibited; except that a sign or billboard advertising the rental or sale of such property is permitted; provided it does not exceed eight (8) square feet in size, unless specific written consent is obtained in advance from Developer or Architectural Committee, above designated, for this temporary installation of larger size.

(j) Storage Buildings/Detached Structures Placing shall be permitted of no more than one prefab or factory built storage building or one of comparable quality to the following specifications:

- 1) Not to exceed 121 square feet.
- 2) Six foot (6') wall height.
- 3) The roof pitch can be a 4/12; i.e., the roof ridge can be no higher than 20" above a 6' fence.
- 4) Concealed by a site proof fence around the perimeter of the back yard.

A custom building must be built of the same type building and roofing material that is used in the home; however, it does not have to be bricked. No portion or part of any storage building can be visible above the perimeter wall/fence surrounding the development; i.e., it cannot be visible from any street outside of the development. Specifications of the storage buildings as to location, size, material and height shall be submitted to the Architectural Committee for approval before installation. The Architectural Committee may, in its discretion, waive in whole or in part the restrictions in this paragraph; however, such waiver must be in writing.

(k) 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 effect all necessary repairs and charge the cost of the same to such Owner.

(l) Moving Existing Building Onto a Lot Prohibited No existing, erected house or detached structure may be moved onto any Lot from another location.

(m) Construction Period Upon commencement of excavation for the construction of a residence, the work must thereafter be continuous, unless 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 may, but shall not be obligated to, complete such construction, at the Owner's sole cost and expense. No construction shall occur on any Sunday or on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving or Christmas Day.

(n) Utilities The Owner of each Lot shall provide the required facilities to receive electric service and telephone service leading 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.

(o) Sidewalks Sidewalks shall be constructed on each lot, concurrent with the construction of the residence thereon, within the street right-of-ways adjacent to all property lines paralleling streets, and in accordance with the applicable sidewalk construction specifications of the City of Oklahoma City, Oklahoma.

(p) Brick Mail Box No house shall be constructed without a bricked in mail box unless waived by the Architectural Committee.

(q) Fireplaces Fireplaces with an outside chimney chase shall be constructed of one hundred percent (100%) masonry veneer or drivit exterior that goes to within eight inches (8") of the flue top or cap. All flues greater than seven inches (7") outside diameter shall be constructed of one hundred percent (100%) masonry veneer or drivit exterior that goes to within eight inches (8") of the flue top or cap. All fireplaces shall conform to the city requirements for a woodburning fireplace. The chimney must be two feet (2') higher than any portion of the building within ten feet (10") but not less than three feet (3') above the point where the chimney passes through the roof.

(r) Landscaping and Trees All builders must provide at least one (1) tree at least two and one-fourth (2-1/4") inches caliber measured six (6) inches from ground level in the area between the building line and the street right-of-way. Corner lots must have two (2) trees, one (1) on each street. Trees may be of either deciduous or evergreen variety. If any tree dies, it must be replaced within thirty (30) days by the property owner, or the Developer may replant the tree(s) and be entitled to reimbursement therefore. The Developer shall have the right to enter onto the property for the purpose of replanting. If the Developer is not reimbursed, the Developer may file evidence thereof of record as a lien against the property and foreclose such lien as allowed by law for the foreclosure of liens, generally. All builders must landscape the front yards with appropriate shrubs and plantings that are customary and usual for homes in Settler's Ridge Addition. Builders shall have a minimum \$1500.00 landscaping and tree allowance per lot.

Section 3 General Restrictions

(a) Animals No animals, fish, reptiles, or fowl, other than a reasonable number 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 an unreasonable amount of noise or otherwise become a nuisance.

Upon the request of any Owner, the Declarant or his designee, in its' sole discretion, may determine that a particular animal, fish, reptile, or fowl to be a house or yard pet, or a nuisance, or whether the number of pets on any lot is unreasonable. Horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder.

(b) 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 or between the curb and the property line.

(c) 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 Declarant 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 if provided elsewhere herein.

(d) 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 a nuisance or annoyance to the neighborhood.

(e) Storage Tanks No tank for the storage of oil, water, or other fluids, or any other substance regardless of nature, 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.

(f) Boats, Trailers and Vehicles; Temporary Residences Motorhomes, travel trailers, and 5th Wheel trailers are not allowed to be stored on the premises except that they may be parked on the premises for a total of 48 hours for visitors or loading and unloading. Boats may be stored on the premises provided they are concealed within the residence garage or located behind an approved 6-foot high sight-proof fence. Automobiles and pickup trucks may be parked in driveway. Commercial vehicles, except for pickup trucks and vans, are prohibited. No vehicle shall be placed on jacks, blocks, or any other items unless they are not visible from any other lot or street.

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. No garage or outbuilding on any Lot shall be used as a residence or living quarters except by servants engaged on the premises.

(g) 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.

(h) 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.

(i) Garbage, Trash Containers and Collections All garbage so disposable shall be disposed of in a kitchen sink appliance installed for the purpose by each Owner in his residence. All other refuse, including lawn and garden clippings and trash, shall be kept in containers. In no event shall such containers be maintained so as to be visible from streets or neighboring property except to make them available for collection, and then only for the shortest time reasonably necessary to effect such collection.

(j) Clothes Drying Facilities No outside clothes drying or airing facility shall be visible from streets or neighboring property.

(k) Treehouses, Play Towers and Other Similar Structures No tree houses, platform in trees, play towers, or other similar structures or equipment on any lot in Settler's Ridge Sec. 2 shall be visible from any other Lot located in Settler's Ridge South Sec. 2. However, a majority of the Architectural Committee may, in its discretion, waive in whole or in part the restrictions in this paragraph, provided such waiver is obtained in writing in advance of construction.

(l) Satellite Receiving Dishes and Other Antennae Satellite receiving dishes, small DSS disks, radio or television antennae shall be allowed provided they are not visible from the street. The Architectural Committee may, in its discretion, waive in whole or in part the

restrictions in this paragraph; however, such waiver must be in writing.

(m) Fences Fences may be erected along rear property lines, side Lot lines on interior Lots and on or behind Front Building Limit Line or Side Building Limit Line abutting the side street or a Corner Lot as shown on the recorded plat. No fence shall be installed to extend beyond any building line (front, side, or rear) on any Lot. Fences shall be constructed of wood plank, stockade or similar wood materials and shall have finished picket or decorative side facing front and/or side streets. Masonry, stone, or brick fences may be approved subject to Architectural Committee approval.

(n) Above Ground Swimming Pools Prohibited No above ground swimming pools shall be permitted on any lot in Settlers Ridge unless approved by the Architectural Committee.

Section 4 Variances As to any Lot, the limitations and restrictions of Sections 1 through 3 of this Article 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.

ARTICLE IV GENERAL PROVISIONS

Section 1 Membership and Home Owners Association

(a) Homeowners Membership Upon the sale of a completed home on each lot, separately and independently, by a builder and occupancy by the first purchaser of the home, then that property shall become a permanent member of the Settlers Ridge Homeowners' Association and be subject to the Articles of Incorporation and By-laws then in effect and have the same rights and privileges as all other members of the Association.

(b1) Membership Every Owner of a Lot which is subject to assessment shall be a Member of the Association and shall be entitled to one (1) vote for each lot owned. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

(b2) Every Developer owned lot is not subject to assessment until sold and occupied, however, the Developer shall be entitled to two hundred fifty (250) votes for each lot owned by the Developer.

(c) Creation of the lien and Personal Obligation of Assessments The Declarant hereby covenants, that each residence 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 annual assessments or charges, and such assessments to be established and collected as hereinafter provided. The annual 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.

(d) 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 landscaped areas of public rights-of-way located within the platted boundaries of the properties.

(e) Maximum Annual Assessment Until January 1, 2014, annual assessment shall be Two-hundred Forty Dollars (\$240.00) per lot. From and after January 1, 2014, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of two-thirds (2/3) of the Membership of the Association.

(f) Uniform Rate of Assessment Annual assessments must be fixed at a uniform rate for all lots and may be collected on an annual basis, or more frequently as determined by the Board of Directors.

(g) 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 a rate up to eighteen percent (18%) 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 or abandonment of his Lot.

(h) 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.

Section 2 Enforcement Should the Owner or Tenant of any block or lots or building sites in this addition violate any of the restrictive covenants or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein after reasonable notice, then in such event, the Association or any owner of any block, lot or building site in this addition may institute legal proceedings to enjoin, abate or correct such violation or violations. The Owner of the block, lot or lots, or building site permitting the violation of such restriction or conditions shall pay all attorneys' fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions. Said attorneys' fees, court costs, and other expenses allowed and assessed by the Court, for the aforesaid violation or violations, shall become a lien upon the land as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action so brought to enforce such restrictions in the manner provided by law. 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 3 Severability Invalidation of any one of these covenants or restrictions by judgment of court order shall in no way affect any other provision which shall remain in full force and effect.

Section 4 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 an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 2nd day of May, 2013.

A & T DEVELOPMENT, INC.


Marne Trumbly, President

STATE OF OKLAHOMA)

)ss.

COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public in and for said County and State, on this 2nd day of May, 2013, personally appeared Marne Trumbly, to me known to be the identical person who subscribed the name of A & T DEVELOPMENT, INC., to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

WITNESS MY HAND and official seal the day and year last above written.

My Commission Expires:
May 2, 2015

Commission No. 11004011

